



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

September 2, 2025
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

SEPTEMBER 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 Spacone, Trustee Roger Sugrue, Trustee Greg Weider.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

This is an opportunity for residents to comment briefly on matters included on the agenda and otherwise of interest to the Board of Trustees. Public Comment is limited to 30 minutes total and up to 5 minutes per speaker.

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

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 August 4, 2025

Attachment: [6a.pdf](#)

B. Approval of Executive Session Minutes from the Village Board Meeting of July 21, 2025

C. Approval of Semi-Monthly Warrant Register Dated September 2, 2025 Totaling \$2,337,750.99

Attachment: [6c.pdf](#)

D. Resolution Approving an Agreement for the Plat of Consolidation and Easement Agreement at 85 South Old Rand Road (Assign Reso. 2025-09-104)

Summary: The Village of Lake Zurich in partnership with Mr. Alex Jump of Jumpco LLC Park Ave Series is requesting approval of the proposed plat of consolidation and public utility and access easement agreement for the property at 85 South Old Rand Road.

On April 7, 2025, the Village entered into an agreement with Mr. Jump for the sale and transfer of the property at 85 South Old Rand Road. Recently, Mr. Jump purchased the adjacent property at 100 Park Avenue. As a condition of the sale, the Village agreed to consolidate the two parcels and require a 20-foot-wide public utility easement be included on the property, extending from South Old Rand Road to Park Avenue.

The Planning and Zoning Commission held a public meeting on August 20, 2025 and voted 6-0 in favor of approval of the Plat and Agreement without further conditions for approval. Staff recommends approval of the resolution for the Plat of Consolidation and Easement Agreement at 85 South Old Rand Road.

Attachment: [6d.pdf](#)

E. Ordinance Amending the Lake Zurich Zoning Code Title 9 and Land Development Code Title 10 (Private Roadways) (Assign Ord. #2025-09-624)

Summary: From time to time, village development staff reviews the codes to ensure that they are updated, accurate, and serve the needs of the community. The Village has filed an application for amendments to the Lake Zurich Municipal Code to clarify the existing language regarding private roadways within and beyond the Village's municipal boundaries. The refined language more clearly articulates the findings underlying the Village's existing limitations on private roadways. The recommended amendment affirms how extending private driveways into other jurisdictions might result in the improper use of Village authority or resources, to the detriment of Lake Zurich residents and businesses and/or to the undue benefit of external businesses or residents without reciprocal benefit to

the community. The regulations further protect both Lake Zurich and other jurisdictions from the externalities and unintended consequences of extending private roadways beyond municipal boundaries.

The Planning and Zoning Commission voted 6-0 to recommend approval of the text amendments at their August 20, 2025 meeting. Staff requests approval of the ordinance amending the provisions of the Lake Zurich Zoning Code Title 9 and Land Development Code Title 10 (Private Roadways).

Attachment: [6e.pdf](#)

F. Agreement with Alpha Maintenance & Services Inc. for the 2025 Fire Hydrant Painting Program in the Amount Not-to-Exceed \$27,900

Summary: The 2025 budget includes funds for hydrant maintenance and painting services. The Village's hydrant painting program includes painting 300 of the Village's 1500 hydrants. The Municipal Partnering Initiative (MPI) helps local communities jointly bid on similar projects to obtain improved unit pricing.

Bids were advertised in February 2024 and five bids were received, with Alpha Maintenance & Services providing the second lowest bid. On May 6, 2024, the Village Board authorized staff to enter into a three-year contract with Alpha Maintenance & Services through the MPI cooperative bid.

Staff requests authorization for year two of the hydrant painting services contract with Alpha Maintenance & Services in the amount not-to-exceed \$27,900.

Attachment: [6f.pdf](#)

7. NEW BUSINESS

A. Agreement with Chicagoland Paving for Well 12 and Ela Township Driveway Improvement Project in the Amount Not-to-Exceed \$145,000 (Trustee Spaccone)

Summary: The FY 2025 budget includes funding in the Water and Sewer budget for pavement rehabilitation and improvements for the Well 12 parking lot and repairs to the Ela Township/Knox Park parking lot. The need to repair the Ela Township driveway is due to a water main break in winter of 2024, which caused the driveway base to freeze and weakened the underlying structure.

A bid opening on July 30, 2025 yielded one bid from Chicagoland Paving, whom the village has worked with on numerous paving projects. Staff requests awarding a contract for the Well 12 and Ela Township Driveway Improvement Project to Chicagoland Paving in the amount not-to-exceed \$137,000, with a total budget not-to-exceed \$145,000.

Attachment: [7a.pdf](#)

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

10. EXECUTIVE SESSION called for the purpose of:

- 5 ILCS 120 / 2 (c) (21) review of executive session minutes
- 5 ILCS 120 / 2 (c) (1) personnel: appointment, employment, compensation, discipline, performance or dismissal of specific employees
- 5 ILCS 120 / 2 (c) (5) purchase or lease of real estate
- 5 ILCS 120 / 2 (c) (6) the setting of a price for sale of property owned by the public body

11. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, September, 15 2025.

**UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH**

Board of Trustees
70 East Main Street



Monday, August 4, 2025 7:00 p.m.

- 1. CALL TO ORDER** by Mayor Tom Poynton at 7:01p.m
- 2. ROLL CALL:** Mayor Thomas Poynton, Trustee Sujatha Bharadwaj, Trustee Jake Marx, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Michael Duebner, Village Atty. Scott Uhler, Police Chief Steve Husak, Dir. of Community Development Sarosh Saher, Public Works Dir. Mike Brown, Planner Colleen McCauley.
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT**
There were none.
- 5. PRESIDENT'S REPORT / COMMUNITY UPDATE**
Police Chief Husak addressed the Board about the promotions, oath and the retirement of Deputy Chief Grunder. He then gave background information on each candidate. Mayor Poynton gave the Oaths of office to the following officers:
Promotion of Andrew Sieber to Deputy Chief of Police who was pinned by his son.
Promotion of Jason VanAcker to Police Sergeant, who was pinned by his wife.
Public Oath of Office and Recognition of Police Officer Joseph Fernandez, who was pinned by his wife.
- 6. CONSENT AGENDA**
 - A. Approval of Minutes from the Village Board Meeting of July 21, 2025**
 - B. Approval of Executive Session Minutes from the Village Board Meeting of June 2, 2025**
 - C. Approval of Semi-Monthly Warrant Register Dated August 4, 2025 Totaling \$2,156,825.92**
 - D. Ordinance Authorizing Disposal of Surplus Property Owned by the Village of Lake Zurich Ord. #2025-08-622**
Summary: Staff has identified pieces of equipment that are not in working order, would require repairs in excess of present market value, or are obsolete.
 - E. Revised Cost and Change Order Proposal from Layne Christensen Company for Well Number 8 Repairs in the Amount Not-to-Exceed \$90,428**

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, August 4th, 2025. 2

Summary: On June 2, 2025, the Village Board authorized an expenditure of \$119,675 to Layne Christensen Company to begin Well No. 8 repairs. Evaluation of the pumping equipment was completed on July 24, 2025 which revealed necessary pump repairs and column pipe repairs/replacement needed before reinstallation.

Staff has received a revised cost estimate of \$219,103 from Layne Christensen Company to complete the require repairs. This represents an increase of \$90,428 from what was previously authorized.

Staff requests to accept the revised cost estimate from Layne Christensen Company and authorize a change order not-to-exceed an additional \$90,428 to complete the necessary repairs to Well No. 8 pumping equipment and reinstall the pumping assembly.

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

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

NAYS: 0

ABSENT: 0

MOTION CARRIED.

7. NEW BUSINESS

A. **Ordinance Increasing Class** -A Full Service Restaurant Liquor License for New Dream Famous Wok, Inc DBA North Star Restaurant Located at 1241 South Rand Road Ord. #2025-08-623

Summary: New Dream Famous Wok Inc, located at 1241 S. Rand Road has requested a full-service restaurant Class-A Liquor License for the dispensing of alcoholic beverages. The applicant has completed the application and passed the background check for issuance of the license. This class of liquor license does not include video gaming terminals.

Asst. Village Manager Duebner introduced Mr. Wang, petitioner, and explained the request of the restaurant's new owner.

Recommend Action: Staff requests the approval of the proposed ordinance to issue a Class-A Liquor License to New Dream Famous Wok Inc.

Motion to approve Ordinance 2025-8-623 A Full-Service Restaurant Liquor License for New Dream Famous Wok, Inc DBA North Star Restaurant Located at 1241 South Rand Road was made by Trustee Weider, seconded by Trustee Spacone.

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

NAYS: 0

ABSENT: 0

MOTION CARRIED.

8. TRUSTEE REPORTS

There were none.

9. VILLAGE STAFF REPORTS

Public Works Dir. Brown introduced Robert Davis, Dir. of GIS Services, MGP and Rachael Luzar, Account Manager, MGP., who gave a PowerPoint presentation of the new interactive overview of the programme which will be activated this week.

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, August 4th, 2025. 3

10. EXECUTIVE SESSION called for the purpose of:

5 ILCS 120 / 2 (c) (21) review of executive session minutes and 5 ILCS 120 / 2 (c) (5) purchase or lease of real estate

Motion was made by Trustee Riley, seconded by Trustee Spacone, to adjourn the Open Meeting and move to Executive Session for the purpose of 5 ILCS 120 / 2 (c) (21) review of executive session minutes and 5 ILCS 120 / 2 (c) (5) purchase or lease of real estate, with no further business being conducted in Open Meeting.

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

NAYS: 0

ABSENT: 0

MOTION CARRIED.

The Open Meeting moved to Executive Session at 7.35pm.

11. ADJOURNMENT

The Open Meeting and Executive Session adjourned at 7.57pm

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date.

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 9/2/2025
\$2,337,750.99

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	
Fund 101 GENERAL					
	Dept 00000				
1	101-00000-21201	OTHER ACCOUNTS PAYABLE	173 W MAIN ST	1,123.00	
2	101-00000-21201	OTHER ACCOUNTS PAYABLE	670 S OLD RAND RD	517.00	
3	101-00000-21201	OTHER ACCOUNTS PAYABLE	670 S OLD RAND RD	329.00	
4	101-00000-21201	OTHER ACCOUNTS PAYABLE	670 S OLD RAND RD	94.00	
5	101-00000-21201	OTHER ACCOUNTS PAYABLE	REGAL REDEVELOPMENT	205.00	
6	101-00000-21201	OTHER ACCOUNTS PAYABLE	670 S OLD RAND RD	5,213.50	
7	101-00000-21201	OTHER ACCOUNTS PAYABLE	173 W MAIN ST	410.00	
8	101-00000-21201	OTHER ACCOUNTS PAYABLE	WILDWOOD ESTATES	15,285.00	
9	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG REFUND ERROR	253.00	
10	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - AUG 2025	466.83	
	Total For Dept 00000			23,896.33	
	Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	101-10001-48301	MISCELLANEOUS INCOME	FRAUD	561.91	
	Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION			561.91	
	Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-51654	MEMBERSHIPS & SUBSCRIP	2025 ANNUAL DUES	4,346.98	
2	101-11006-54303	LEGAL NOTICE/PUBLISHING	COPYRIGHT NEW POLICE LOGO RENEWAL	5.00	
	Total For Dept 11006 LEGISLATIVE MAYOR & BOARD			4,351.98	
	Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	ICMA CONFERNCE - KELLER	1,020.00	
2	101-12001-51652	TRAINING AND MEETINGS	NOTARY TRAINING - RAUSCHER	147.95	
3	101-12001-51652	TRAINING AND MEETINGS	COFFEE WITH THE MAYOR	62.22	
4	101-12001-51654	MEMBERSHIPS & SUBSCRIP	ILCMA MEMBERSHIP - KELLER	538.50	
5	101-12001-51654	MEMBERSHIPS & SUBSCRIP	ILCMA MEMBERSHIP - RAUSCHER	170.50	

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Item	GL Number	GL Desc	Invoice Description	Amount
6	101-12001-51654	MEMBERSHIPS & SUBSCRIPTIONS	ICSC MEMBERSHIP	175.00
7	101-12001-51654	MEMBERSHIPS & SUBSCRIPTIONS	2ND & 3RD QTR BOARD OF DIRECTORS LUNCHEONS	200.00
8	101-12001-52111	OTHER PROFESSIONAL SVCS	COMMERCIAL PROPERTY TAX APPEALS	904.96
9	101-12001-52202	LITIGATION	905 TELSER VS VILLAGE OF LAKE ZURICH	795.92
10	101-12001-52202	LITIGATION	905 TELSER VS VILLAGE OF LAKE ZURICH	408.75
11	101-12001-52202	LITIGATION	905 TELSER VS VILLAGE OF LAKE ZURICH	<u>1,303.09</u>
			Total For Dept 12001 VILLAGE ADMINISTRATION	<u>5,726.89</u>
			Dept 13001 FINANCE ADMINISTRATION	
1	101-13001-52111	OTHER PROFESSIONAL SVCS	TEMP SERVICES	2,082.31
2	101-13001-53208	OFFICE SUPPLIES	RIBBON, TAPE	<u>19.52</u>
			Total For Dept 13001 FINANCE ADMINISTRATION	<u>2,101.83</u>
			Dept 17001 TECHNOLOGY ADMINISTRATION	
1	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - SEP	2,290.60
2	101-17001-53205	COMPUTER SUPPLIES	CARD PRINTER RIBBONS	279.98
3	101-17001-53205	COMPUTER SUPPLIES	CARD PRINTER RIBBONS	<u>151.98</u>
			Total For Dept 17001 TECHNOLOGY ADMINISTRATION	<u>2,722.56</u>
			Dept 24001 POLICE ADMINISTRATION	
1	101-24001-51652	TRAINING AND MEETINGS	NWPA CHIEFS TRAINING	75.00
2	101-24001-51655	EMPLOYEE RECOGNITION	FLAG BOXES	95.02
3	101-24001-52111	OTHER PROFESSIONAL SVCS	SUBPOENA FEE	25.00
4	101-24001-53208	OFFICE SUPPLIES	RECORDS FLASH DRIVES	<u>24.98</u>
			Total For Dept 24001 POLICE ADMINISTRATION	<u>220.00</u>
			Dept 24210 POLICE OPERATIONS	
1	101-24210-53211	OTHER SUPPLIES	RECORDS FLASH DRIVES	40.40
2	101-24210-52111	OTHER PROFESSIONAL SVCS	SOLICITOR PERMIT FINGERPRINTS	27.00

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3	101-24210-52704	MAINT-EQUIPMENT	AED PADS	1,297.38
		Total For Dept 24210 POLICE OPERATIONS		1,364.78
		Dept 24230 POLICE CRIME PREVENTION		
1	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE - JUL 2025	137.60
2	101-24230-53209	UNIFORMS	INSIGNIA - SIEBER	52.47
3	101-24230-53209	UNIFORMS	CHEVRON - VANACKER	5.82
4	101-24230-53209	UNIFORMS	REIMB: SHIRTS	52.54
5	101-24230-53209	UNIFORMS	REIMB: SHIRTS	142.22
		Total For Dept 24230 POLICE CRIME PREVENTION		390.65
		Dept 24240 POLICE INTERGOVERNMENTAL		
1	101-24240-51654	MEMBERSHIPS & SUBSCRIPTIONS	ILEAS ANNUAL DUES	120.00
		Total For Dept 24240 POLICE INTERGOVERNMENTAL		120.00
		Dept 25001 FIRE ADMINISTRATION		
1	101-25001-51652	TRAINING AND MEETINGS	BOFPC MTG DINNER - SANDWICHES	67.93
2	101-25001-51655	EMPLOYEE RECOGNITION	SWEARING IN - POSADAS - CAKE	52.00
3	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - SEP	1,233.40
4	101-25001-53209	UNIFORMS	PASSPORT TAGS	70.45
5	101-25001-53209	UNIFORMS	EMBROIDERY	12.00
6	101-25001-53209	UNIFORMS	EMBROIDERY	45.00
7	101-25001-53209	UNIFORMS	SHIRTS - MICHEHL	105.00
8	101-25001-53209	UNIFORMS	PANTS - HEDQUIST	65.00
9	101-25001-53209	UNIFORMS	RAIN COAT, BOOTS, NAMEPLATE - MICHEHL	321.00
10	101-25001-53211	OTHER SUPPLIES	CLEANERS	33.50
11	101-25001-53211	OTHER SUPPLIES	TOWELS, DETERGENT, TISSUE, CLEANER	224.56
12	101-25001-53211	OTHER SUPPLIES	TOWELS, SPONGES, TISSUE	319.47
13	101-25001-53211	OTHER SUPPLIES	CLEANER	48.99

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Item	GL Number	GL Desc	Invoice Description	Amount
14	101-25001-53211	OTHER SUPPLIES	KITCHEN MAT	43.95
15	101-25001-54305	EMPLOYEE EXAMS	EMPLOYEE SCREENING EXAMS - MEYERES	775.00
16	101-25001-54305	EMPLOYEE EXAMS	PSYCHOLOGICAL ASSESSMENTS - TYLER, MEYERS, RAJCEVICH	2,100.00
17	101-25001-53405	BLDG & GROUND MAINT SUPP	LIGHT BULBS	39.31
			Total For Dept 25001 FIRE ADMINISTRATION	5,556.56
			Dept 25320 FIRE FIRE SUPPRESSION	
1	101-25320-51652	TRAINING AND MEETINGS	HOTEL FIREMANSHIP - BOOTH & DEBOER	510.60
2	101-25320-51652	TRAINING AND MEETINGS	NATIONAL FIRE ACADEMY - SANTOYO	314.23
3	101-25320-51652	TRAINING AND MEETINGS	PROBATIONARY FF/PM TRAINING MATERIALS	95.98
4	101-25320-52111	OTHER PROFESSIONAL SVCS	FIRE STARCOM FEES - AUGUST	2,419.00
5	101-25320-52707	MAINT-OTHER	SCBA TANK HYDROTEST	350.28
6	101-25320-53209	UNIFORMS	PROBATIONARY FF/PM PASSPORT TINS	570.00
7	101-25320-53211	OTHER SUPPLIES	TRAINING SUPPLIES	91.41
8	101-25320-53211	OTHER SUPPLIES	REHAB SUPPLIES	22.42
			Total For Dept 25320 FIRE FIRE SUPPRESSION	4,373.92
			Dept 25330 FIRE EMS	
1	101-25330-51651	LICENSING/CERTIFICATIONS	REIMB: PARAMEDIC LICENSE	40.00
			Total For Dept 25330 FIRE EMS	40.00
			Dept 25340 FIRE SPECIAL RESCUE	
1	101-25340-51652	TRAINING AND MEETINGS	TRT TRAINING - HENRIKSEN	750.00
2	101-25340-51652	TRAINING AND MEETINGS	TRT TRAINING - JOHNSON	250.00
3	101-25340-51652	TRAINING AND MEETINGS	PER DIEM - STRUCTURAL COLLAPSE TECH	244.25
4	101-25340-51652	TRAINING AND MEETINGS	HOTEL CONFINED SPACE OPS - KENYON	750.40
5	101-25340-55254	MACHINERY & EQUIPMENT	PETZL ASTRO INTERNATIONAL HARNESS	484.96
			Total For Dept 25340 FIRE SPECIAL RESCUE	2,479.61

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Dept 25350 FIRE FIRE PREVENTION BUREAU				
1	101-25350-53211	OTHER SUPPLIES	REFUND - MICROFIBER CLOTH	(25.75)
Total For Dept 25350 FIRE FIRE PREVENTION BUREAU				(25.75)
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-51652	TRAINING AND MEETINGS	PZC MEETING - WATER, COOKIES	11.17
2	101-28001-51654	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY RECORDER RENEWAL	50.00
3	101-28001-52111	OTHER PROFESSIONAL SVCS	2 FERN COURT	2,149.60
4	101-28001-52111	OTHER PROFESSIONAL SVCS	JULY 2025 BUILDING SERVICES	10,609.90
5	101-28001-52113	ENGR/ARCHITECTURAL	45 LAKEVIEW PLACE	292.50
6	101-28001-52113	ENGR/ARCHITECTURAL	REGAL REDEVELOPMENT	1,499.50
7	101-28001-52113	ENGR/ARCHITECTURAL	1170 SYCAMORE LN	390.00
8	101-28001-52113	ENGR/ARCHITECTURAL	JANKE SUBDIVISION	922.50
9	101-28001-52113	ENGR/ARCHITECTURAL	PAULUS PARK IMPROVEMENTS	1,057.50
10	101-28001-52113	ENGR/ARCHITECTURAL	COMMUNITY DEVELOPMENT ENGINEERING	205.00
11	101-28001-52113	ENGR/ARCHITECTURAL	BUILDING PERMIT REVIEWS - 2025	7,885.00
12	101-28001-52113	ENGR/ARCHITECTURAL	1275 ENSELL	615.00
13	101-28001-52113	ENGR/ARCHITECTURAL	550 ENTERPRISE	307.50
14	101-28001-52113	ENGR/ARCHITECTURAL	455 S RAND RD	375.00
15	101-28001-52113	ENGR/ARCHITECTURAL	287 SUNRISE LN	195.00
16	101-28001-52113	ENGR/ARCHITECTURAL	629 ROSE RD	1,307.50
17	101-28001-52113	ENGR/ARCHITECTURAL	442 S RAND RD	375.00
18	101-28001-52113	ENGR/ARCHITECTURAL	865 TELSER	1,300.00
19	101-28001-52113	ENGR/ARCHITECTURAL	504 N OLD RAND RD	162.50
20	101-28001-52113	ENGR/ARCHITECTURAL	880 S RAND RD	375.00
21	101-28001-52113	ENGR/ARCHITECTURAL	425 ENTERPRISE	1,435.00
22	101-28001-52113	ENGR/ARCHITECTURAL	14 BEECH - SINGLE FAMILY HOME	325.00

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23	101-28001-52113	ENGR/ARCHITECTURAL	REGAL REDEVELOPMENT	307.50
24	101-28001-52113	ENGR/ARCHITECTURAL	670 S OLD RAND RD	1,640.00
			Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION	<hr/> 33,792.67
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	101-36001-51652	TRAINING AND MEETINGS	SNOW PLOW SIM TRAINING - GRIECO	251.13
2	101-36001-51652	TRAINING AND MEETINGS	PW/CS LUNCHEON	467.15
3	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 08/14	33.19
4	101-36001-52113	ENGR/ARCHITECTURAL	ENGINEERING SERVICES	11,200.00
5	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	4,950.00
6	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - AUG	397.50
7	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 08/14	63.21
8	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - AUG	5,716.85
9	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE STUMP GRINDING	975.00
10	101-36001-52701	MAINT-BLDGS & GROUNDS	PD SALLY PORT REMOTES	2,485.00
11	101-36001-52701	MAINT-BLDGS & GROUNDS	PD SALLY PORT TIMERS	730.23
12	101-36001-53210	SMALL TOOLS & EQUIP	TRAINING ROOM TV 50%	499.99
13	101-36001-53211	OTHER SUPPLIES	BAFFLE BALLS	703.78
14	101-36001-53401	CUSTODIAL SUPPLIES	TOWELS, TISSUE, SOAP, BAGS	923.14
15	101-36001-53403	LANDSCAPING SUPPLIES	TOPSOIL #236758	100.00
16	101-36001-53404	RIGHT OF WAY SUPPLIES	MANHOLE REPAIR	103.26
17	101-36001-53404	RIGHT OF WAY SUPPLIES	NO SKATEBOARDING SIGNS	397.35
18	101-36001-53404	RIGHT OF WAY SUPPLIES	FLAT TOP	635.00
19	101-36001-53405	BLDG & GROUNDS SUPPLIES	OPENERS	20.22
20	101-36001-53405	BLDG & GROUNDS SUPPLIES	VH SAFE	697.89
21	101-36001-53405	BLDG & GROUNDS SUPPLIES	PAINT	45.92
22	101-36001-53405	BLDG & GROUNDS SUPPLIES	VH PAINT	<hr/> 166.25
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	<hr/> 31,562.06

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
1	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - AUG	7,444.31
2	101-36420-52701	MAINT-BLDGS & GROUNDS	CHALET COIL REPAIR	305.00
3	101-36420-53401	CUSTODIAL SUPPLIES	TOWELS, TISSUE, SOAP, BAGS	1,132.50
4	101-36420-53405	BLDG & GROUND MAINT SUPP	STAPLES GATES	103.74
5	101-36420-53405	BLDG & GROUND MAINT SUPP	BREEZE CLEANING SIGNS	38.17
6	101-36420-53405	BLDG & GROUND MAINT SUPP	PAULUS FENCE	1,042.00
7	101-36420-53405	BLDG & GROUND MAINT SUPP	BREEZEWALD VENT DUCTING	39.71
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				<hr/> 10,105.43
Dept 36471 PUBLIC WORKS FLEET SERVICES				
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 08/14	31.22
2	101-36471-52111	OTHER PROFESSIONAL SVCS	CHIPPER BLADE SHARPENING	154.80
3	101-36471-52111	OTHER PROFESSIONAL SVCS	PLATE RENEWAL 120	154.40
4	101-36471-52703	MAINT-VEHICLES	HOSE TARP REPAIR 215	627.73
5	101-36471-53210	SMALL TOOLS & EQUIP	TIRE GAUGE	109.45
6	101-36471-53210	SMALL TOOLS & EQUIP	HAND CLEANER	236.43
7	101-36471-53211	OTHER SUPPLIES	TORCH GAS	276.78
8	101-36471-53406	AUTO PARTS & SUPPLIES	WARNING LIGHTS	1,729.71
9	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PADS	62.99
10	101-36471-53406	AUTO PARTS & SUPPLIES	BELTS 332	136.29
11	101-36471-53406	AUTO PARTS & SUPPLIES	SWITCH	8.88
12	101-36471-53406	AUTO PARTS & SUPPLIES	DEF HEADER	691.92
13	101-36471-53406	AUTO PARTS & SUPPLIES	LATCH	100.24
14	101-36471-53406	AUTO PARTS & SUPPLIES	TRUCK TIRES	1,500.68
15	101-36471-53406	AUTO PARTS & SUPPLIES	TIRE	398.00
16	101-36471-53406	AUTO PARTS & SUPPLIES	HORN	48.82
17	101-36471-53406	AUTO PARTS & SUPPLIES	SCENE LIGHT 246	485.78
18	101-36471-53406	AUTO PARTS & SUPPLIES	NUMBERS	35.00

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Item	GL Number	GL Desc	Invoice Description	Amount
19	101-36471-53406	AUTO PARTS & SUPPLIES	KEYS	76.90
20	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HOSE	416.27
21	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BREAK AWAY	75.99
22	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	54.94
23	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRACKS	2,950.00
24	101-36471-53415	FUELS	DIESEL & FUEL #1934582	8,336.25
25	101-36471-53415	FUELS	DIESEL & FUEL #1934581	<u>8,002.65</u>
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		<u>26,702.12</u>
		Dept 67001 RECREATION ADMINISTRATION		
1	101-67001-53208	OFFICE SUPPLIES	WRISTBANDS, CRAFT STICKS	96.67
2	101-67001-53208	OFFICE SUPPLIES	STORAGE BINS	39.86
3	101-67001-53211	OTHER SUPPLIES	NO ACCESS SIGNAGE	76.79
4	101-67001-53212	PROGRAM SUPPLIES	DESK CALENDAR	<u>7.99</u>
		Total For Dept 67001 RECREATION ADMINISTRATION		<u>221.31</u>
		Dept 67920 RECREATION SPECIAL RECREATION		
1	101-67920-52116	SRA PROGRAMS	PLAYGROUND MULCH	<u>1,440.00</u>
		Total For Dept 67920 RECREATION SPECIAL RECREATION		<u>1,440.00</u>
		Dept 67935 RECREATION DANCE		
1	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	75.00
2	101-67935-53211	OTHER SUPPLIES	MANAGER SHIRTS	70.00
3	101-67935-53211	OTHER SUPPLIES	HATS - DANCE CLASS	<u>166.22</u>
		Total For Dept 67935 RECREATION DANCE		<u>311.22</u>
		Dept 67960 RECREATION CAMPS		
1	101-67960-52115	RECREATION PROGRAM SERVICE	BOWLING FIELD TRIP	386.59
2	101-67960-52115	RECREATION PROGRAM SERVICE	CHICAGO DOGS FIELD TRIP	494.00

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
3	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP	400.00
4	101-67960-52115	RECREATION PROGRAM SERVICE	MYSTIC WATERS FIELD TRIP	623.00
5	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - SEP	288.75
6	101-67960-52115	RECREATION PROGRAM SERVICE	RAINBOW FALLS FIELD TRIP	432.00
7	101-67960-52115	RECREATION PROGRAM SERVICE	INDEPENDENCE GROVE FIELD TRIP	154.08
8	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP	450.00
9	101-67960-52115	RECREATION PROGRAM SERVICE	TURTLE CREEK WATER PARK FIELD TRIP	700.00
10	101-67960-53212	PROGRAM SUPPLIES	MICROPHONES, KICKBALLS	67.84
11	101-67960-53212	PROGRAM SUPPLIES	WRISTBANDS, CRAFT STICKS	72.14
12	101-67960-53212	PROGRAM SUPPLIES	COUNSELOR OF THE WEEK - NACHOS, LEMONADE	25.54
13	101-67960-53212	PROGRAM SUPPLIES	COUNSELOR OF THE WEEK - LEMONADE	9.63
Total For Dept 67960 RECREATION CAMPS				<u>4,103.57</u>
Dept 67965 RECREATION ATHLETICS				
1	101-67965-52115	RECREATION PROGRAM SERVICE	HOT SHOTS SPORTS SUMMER 1	<u>9,121.00</u>
Total For Dept 67965 RECREATION ATHLETICS				<u>9,121.00</u>
Dept 67970 RECREATION AQUATICS				
1	101-67970-53211	OTHER SUPPLIES	RETURN - LOCKS	(56.13)
2	101-67970-53211	OTHER SUPPLIES	DESK CALENDAR	11.62
3	101-67970-53211	OTHER SUPPLIES	COOLING RAGS	50.99
4	101-67970-53211	OTHER SUPPLIES	BROOM	22.79
5	101-67970-53211	OTHER SUPPLIES	RETURN - BROOMS	(11.62)
6	101-67970-53211	OTHER SUPPLIES	NEW BREEZEWALD HOUR SIGNS	116.93
7	101-67970-53211	OTHER SUPPLIES	STAFF FOOD - DONUTS, COFFEE	59.97
8	101-67970-53211	OTHER SUPPLIES	LAMINATION - TRI MAP	51.25
9	101-67970-53211	OTHER SUPPLIES	SCHEDULING PROGRAM	24.95
Total For Dept 67970 RECREATION AQUATICS				<u>270.75</u>

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Total For Fund 101 GENERAL				<u>171,511.40</u>
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2025 CRACK SEAL PROGRAM	60,000.00
2	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2025 SIGN PROGRAM	13,719.35
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>73,719.35</u>
Total For Fund 202 MOTOR FUEL TAX				<u>73,719.35</u>
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - AUG 2025	50.50
Total For Dept 00000				<u>50.50</u>
Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-52115	RECREATION PROGRAM SERV	RTB 2025 BAND - ROSIE & THE RIVETS	2,500.00
2	207-67601-52115	RECREATION PROGRAM SERV	LED SCREEN RENTAL FINAL - RTB 2025	2,400.00
3	207-67601-52115	RECREATION PROGRAM SERV	RTB 2025 BAND - FOOL HOUSE	9,000.00
Total For Dept 67601 RECREATION ROCK THE BLOCK				<u>13,900.00</u>
Dept 67603 RECREATION FARMERS MARKET				
1	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 09/05	300.00
2	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 09/12	200.00
3	207-67603-53212	PROGRAM SUPPLIES	ICE	23.76
Total For Dept 67603 RECREATION FARMERS MARKET				<u>523.76</u>
Dept 67604 RECREATION FOURTH OF JULY FESTIVAL				
1	207-67604-53212	PROGRAM SUPPLIES	COOLERS	262.96

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Item	GL Number	GL Desc	Invoice Description	Amount
2	207-67604-53212	PROGRAM SUPPLIES	JULY 4TH NAPKINS, PLATES, SILVERWARE	348.13
3	207-67604-53212	PROGRAM SUPPLIES	STAFF FOOD - COOKIES	93.57
4	207-67604-53212	PROGRAM SUPPLIES	4TH OF JULY DRINKS	297.50
5	207-67604-53212	PROGRAM SUPPLIES	COAL BUCKETS	314.73
6	207-67604-53212	PROGRAM SUPPLIES	BAND - DRINKS	30.48
7	207-67604-53212	PROGRAM SUPPLIES	4TH OF JULY - SANDWICHES	825.87
Total For Dept 67604 RECREATION FOURTH OF JULY FESTIVAL				<u>2,173.24</u>
Total For Fund 207 SPECIAL EVENTS FUND				<u>16,647.50</u>
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PW HVAC DESIGN	2,495.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>2,495.00</u>
Dept 36440 PUBLIC WORKS RIGHT OF WAY				
1	401-36440-55251	LAND IMPROVEMENTS	PAULUS PARK PROFESSIONAL SERVICES	8,198.10
Total For Dept 36440 PUBLIC WORKS RIGHT OF WAY				<u>8,198.10</u>
Total For Fund 401 VILLAGE CAPITAL PROJECTS				<u>10,693.10</u>
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #126691	1,078.00
2	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #126725	1,701.00
3	405-36001-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	969,050.01
4	405-36001-55253	INFRASTRUCTURE IMPROVEMT	PLANTER BED SIGNS	326.56
5	405-36001-55253	INFRASTRUCTURE IMPROVEMT	BOLLARD HARDWARE	35.16
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>972,190.73</u>

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Total For Fund 405 NHR CAPITAL PROJECTS				<u>972,190.73</u>
Fund 501 WATER & SEWER				
Dept 00000				
1	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #002612-00 FINAL	30.55
2	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #004043-01 FINAL	26.82
3	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - AUG 2025	51.71
4	501-00000-27102	IEPA LOAN PAYABLE	2008 IEPA LOAN PRINCIPAL AND INTEREST	<u>51,885.81</u>
Total For Dept 00000				51,994.89
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	501-36001-51652	TRAINING AND MEETINGS	SNOW PLOW SIM TRAINING - GRIECO	502.25
2	501-36001-51652	TRAINING AND MEETINGS	PW/CS LUNCHEON	473.30
3	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 08/14	34.10
4	501-36001-56603	INTEREST	2008 IEPA LOAN PRINCIPAL AND INTEREST	<u>4,713.85</u>
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				5,723.50
Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-52111	OTHER PROFESSIONAL SVCS	LEAK DETECTION SERVICE - 860 PHEASANT RIDGE DR	545.00
2	501-36550-52607	WATER SAMPLE ANALYSIS	LAB ANALYSIS, WELL 12 RA226/228 RAW	253.50
3	501-36550-52607	WATER SAMPLE ANALYSIS	LAB ANALYSIS, WELL 12 RA226/228 FINISHED	253.50
4	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	<u>36,316.38</u>
5	501-36550-53210	SMALL TOOLS & EQUIP	TRAINING ROOM TV 50%	499.99
6	501-36550-53403	LANDSCAPING SUPPLIES	SEED STARTER, GRASS SEED, STAPLES, STRAW	696.60
7	501-36550-53405	BLDG & GROUND MAINT SUPP	CAULKING/SEALANT FOR FILL STATION	19.96
8	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #9	2,600.64
9	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #12	2,798.46

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Item	GL Number	GL Desc	Invoice Description	Amount
10	501-36550-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	320,197.93
		Total For Dept 36550 PUBLIC WORKS WATER SERVICE		364,181.96
		Dept 36560 PUBLIC WORKS SEWER SERVICE		
1	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS	700.00
2	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	4,142.11
3	501-36560-53408	LIFT STATION PARTS & SUP	CABLE TIES	35.94
4	501-36560-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	270,962.22
		Total For Dept 36560 PUBLIC WORKS SEWER SERVICE		275,840.27
		Total For Fund 501 WATER & SEWER		697,740.62
		Fund 601 MEDICAL INSURANCE		
		Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		
1	601-10001-52340	MEDICAL ADMIN FEE	IPBC INSURANCE COVERAGE - AUG 2025	160.80
2	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - AUG 2025	260,745.82
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		260,906.62
		Total For Fund 601 MEDICAL INSURANCE		260,906.62
		Fund 603 RISK MANAGEMENT		
		Dept 00000		
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - AUG 2025	1.66
		Total For Dept 00000		1.66
		Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		
1	603-10001-52114	LIABILITY INSURANCE CLAIMS	REPAIR TO RESIDENT DRIVEWAY	18,870.00

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Item	GL Number	GL Desc	Invoice Description	Amount
2	603-10001-52511	UNEMPLOYMENT COMP CLAIMS	Q2 UNEMPLOYMENT INSURANCE TAX	14,883.00
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		33,753.00
			Total For Fund 603 RISK MANAGEMENT	33,754.66
			Fund 615 EQUIPMENT REPLACEMENT	
			Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	
1	615-10001-55254	MACHINERY & EQUIPMENT	IPAD TABLET	319.00
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		319.00
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	615-36001-55263	VEHICLES - PUBLIC WORKS	NEW TRUCK ADAPTORS	43.08
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		43.08
			Total For Fund 615 EQUIPMENT REPLACEMENT	362.08
			Fund 710 PERFORMANCE ESCROW	
			Dept 00000	
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0223 - 7 FERN CT	500.00
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0129 - 134 LORRAINE DR	500.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0360 - 208 WASHO DR	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0291 - 1585 CORAL REEF	500.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0380 - 240 THISTLE LN	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0539 - 235 SUNRISE LN	500.00
		Total For Dept 00000		3,000.00
			Fund 710 PERFORMANCE ESCROW	
			Dept 17001 TECHNOLOGY ADMINISTRATION	
1	710-17001-53214	PEG CABLE EXPENSE	WEB STREAMING	119.00

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Item	GL Number	GL Desc	Invoice Description	Amount
2	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
3	710-17001-53214	PEG CABLE EXPENSE	REMOTE SUPPORT FOR PEG STUDIO	623.22
			Total For Dept 17001 TECHNOLOGY ADMINISTRATION	745.21
			Total For Fund 710 PERFORMANCE ESCROW	3,745.21
			Fund 720 PAYROLL CLEARING	
			Dept 00000	
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - JUN 2025	62,002.53
2	720-00000-22301	DENTAL / VISION BENEFITS	IPBC INSURANCE COVERAGE - AUG 2025	15,628.69
3	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - JUL	6,014.46
4	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - AUG 2025	2,334.04
			Total For Dept 00000	85,979.72
			Total For Fund 720 PAYROLL CLEARING	85,979.72
			Fund 731 SSA #8 HEATHERLEIGH SUBDV	
			Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY	
1	731-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	3,000.00
			Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY	3,000.00
			Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV	3,000.00
			Fund 732 SSA #9 WILLOW PONDS SUBDV	
			Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY	
1	732-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	4,000.00
			Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY	4,000.00
			Total For Fund 732 SSA #9 WILLOW PONDS SUBDV	4,000.00

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 735 SSA #13 CONVENTRY CRK SUB				
Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	735-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	3,500.00
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		3,500.00
		Total For Fund 735 SSA #13 CONVENTRY CRK SUB		3,500.00

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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	171,511.40
Fund 202 MOTOR FUEL TAX	73,719.35
Fund 207 SPECIAL EVENTS FUND	16,647.50
Fund 401 VILLAGE CAPITAL PROJECTS	10,693.10
Fund 405 NHR CAPITAL PROJECTS	972,190.73
Fund 501 WATER & SEWER	697,740.62
Fund 601 MEDICAL INSURANCE	260,906.62
Fund 603 RISK MANAGEMENT	33,754.66
Fund 615 EQUIPMENT REPLACEMENT	362.08
Fund 710 PERFORMANCE ESCROW	3,745.21
Fund 720 PAYROLL CLEARING	85,979.72
Fund 731 SSA #8 HEATHERLEIGH SUBDV	3,000.00
Fund 732 SSA #9 WILLOW PONDS SUBDV	4,000.00
Fund 735 SSA #13 CONVENTRY CRK SUB	3,500.00
<hr/>	
\$	<u>2,337,750.99</u>



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: September 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: 85 South Old Rand Road and 100 Park Avenue
Plat of Consolidation and Grant of Public Utility and Access Easement

AGENDA ITEM
Con

Issue

The Village of Lake Zurich (the “Applicant”) in partnership with Mr. Alex Jump of “Jumpco LLC Park Ave Series,” is requesting approval of a plat of consolidation of two lots located in the Main Street Area to facilitate future development; along with a grant of public utility and access easement across the consolidated lots. Specifically, the Applicant is seeking approval of the following:

- “Old Rand” Plat of Consolidation;
- Resolution Approving Agreement for the Grant of Public Utility and Access Easements (85 S. Old Rand Road and 100 Park Avenue)

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

- Become more business friendly and customer oriented.

Background

The Village of Lake Zurich (the “Applicant”) is requesting approval of the proposed plat of consolidation and approval of a grant of public utility and access easement agreement. On April 7, 2025, the Village entered into an agreement with Mr. Alex Jump for the sale and transfer of the property located at 85 South Old Rand Road. This parcel was originally acquired by the Village in 2005 as part of its downtown redevelopment vision. The existing structure on the site was demolished in 2014, and the lot has remained vacant since then.

85 South Old Rand Road and 100 Park Avenue – Plat of Consolidation and Easement Agreement
September 2, 2025

Mr. Alex Jump, recently purchased the adjacent property at 100 Park Avenue, the site of the EJ&E train depot, in November of 2024. As a condition of the sale, the Village agreed to consolidate the two parcels and required that a 20-foot-wide public utility easement be included on the property, extending from South Old Rand Road to Park Avenue. This easement will provide access to the Village to implement ongoing maintenance and utility repairs.

A detail analysis of the proposal is contained with the attached PZC and Staff Findings and Recommendation.

Analysis

The Planning and Zoning Commission (PZC) held a public meeting to consider the request on August 20, 2025. At the close of discussion, the PZC voted 6-0 to recommend approval of the Plat and Agreement without any further conditions for approval. The video stream from the PZC meeting can be accessed via the link:

<https://play.champds.com/lakezurichil/event/164>

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 Resolution.

Recommendation

At their meeting on August 20, 2025, the PZC recommended approval of the Plat of Consolidation and accompanying Easement Agreement incorporating the conditions for approval provided by staff in its report.

Staff therefore recommends approval of the attached resolution, with its specific attachments based on the following conditions for approval that are contained within the accompanying approval resolution. Staff further finds that approval of the Plat of Consolidation and Easement Agreement:

1. Will not interfere with the ongoing maintenance of public utilities on the site, as the plat includes a reserved 20-foot-wide public utility easement;
2. Will not hinder the Village Board's opportunity to guide and regulate the future development of the site;
3. Will not negatively impact the Village's efforts to promote the Main Street Area improvement plans;
4. Will not hinder the Village's ability to enforce applicable regulations, including those related to Building, Zoning, Land Development, or any other ordinances enacted to protect public health, safety, and welfare; and
5. Is not expected to result in any adverse impacts, as the consolidation will streamline ownership, reduce Village maintenance responsibilities, and support the redevelopment potential of a vacant property.

● Page 2

85 South Old Rand Road and 100 Park Avenue – Plat of Consolidation and Easement Agreement
September 2, 2025

Attachments:

- Approval Resolution including the following exhibits:
 - Exhibit A – Legal description of the subject property
 - Exhibit B – Old Rand Plat of Consolidation
 - Exhibit C – Findings and Recommendations of the Planning and Zoning Commission (PZC)

● Page 3

VILLAGE OF LAKE ZURICH**RESOLUTION NO. 2025-09-104**

**RESOLUTION APPROVING AGREEMENT FOR THE
GRANT OF PUBLIC UTILITY AND ACCESS EASEMENTS
(85 South Old Rand Road)**

WHEREAS, the Village of Lake Zurich ("Village") previously entered into a Real Estate Sales Contract (the "RE Contract") with JumpCo LLC Park Ave Series ("Buyer") approved by the Village by Resolution 2025-04-099, on April 7, 2025; and

WHEREAS, under the RE Contract, the Buyer agreed to purchase that lot owned by the Village, PIN 14-20-206-005-000 (the "Village Lot") and consolidate that lot with the adjoining property owned by Buyer, PIN 14-20-200-017-000, to the immediate south (the "Buyer's Lot"), said lots with a common street address of 85 S. Old Rand Road (collectively both the Village Lot and Buyer's Lot referred to as the "Subject Property").

WHEREAS, under the RE Contract, the Buyer agreed to grant the Village a 20-foot-wide sewer and water utility easement (the "Utility Easement") by appropriate instrument; and

WHEREAS, the RE Contract provides that the Utility Easement will extend from South Old Rand Road to Park Avenue over the Subject Property, for sewer and water services, along with reasonable rights of access over the Subject Property to exercise the easement rights; and

WHEREAS, the Village has reserved, in the RE Contract, the right to approve the final description and location of the Utility Easement, prior to conveying the Village Lot to Grantor.

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

SECTION 1: That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

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SECTION 2: That the attached Grant of Utility and Access Easement ("Agreement"), attached hereto as **Exhibit A** and made a part hereof by this reference, is hereby approved as the appropriate instrument of conveyance of the Utility and Access Easement. That the easement grant and area, as described and depicted, is set forth on the Plat of Consolidation attached to the Agreement as an exhibit and is hereby approved.

SECTION 3: That for and on behalf of the Village Board of Trustees, the Mayor and the Village Clerk are hereby authorized and directed to execute the Agreement attached hereto as **Exhibit A**. The Village Manager is hereby authorized and directed to take any and all such further actions and execute any such documents as may be needed to complete the terms of the Agreement and to finalize and complete the recording of the Plat of Consolidation and the grant of the Utility Easement from the Buyer to the Village.

SECTION 4: This Resolution shall be in full force and effect from and after the date of its passage, approval, publication in pamphlet form in the manner provided for by law.

ADOPTED by the Mayor and Board of Trustees of the Village of Lake Zurich, Illinois, this _____ day of September, 2025, pursuant to a roll call vote as follows:

AYES:
NAYS:
ABSENT:

APPROVED this _____ day of September, 2025.

ATTEST:

Thomas Poynton, Village President

Kathleen Johnson, Village Clerk

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EXHIBIT A

AGREEMENT AND GRANT OF PUBLIC UTILITY AND ACCESS EASEMENTS

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AGREEMENT AND GRANT OF PUBLIC UTILITY AND ACCESS EASEMENTS

This Agreement and Grant of Public Utility Easement ("Agreement") is made between the Village of Lake Zurich, an Illinois municipal corporation (the "Village" or "Grantee"), and JumpCo LLC Park Ave. Series, 24197 N Echo Lake Rd, Lake Zurich, IL 60047 (the "Grantor").

The Village and Grantor agree as follows:

RECITALS:

- A. Grantor and Grantee have entered into a Real Estate Sales Contract (the "RE Contract") approved by the Village by Resolution 2025-04-099, on April 7, 2025,
- B. Pursuant to the RE Contract, the Grantor agreed to purchase that lot owned by the Village, PIN 14-20-206-005-000 (the "Village Lot") and consolidate that lot with the adjoining property owned by Grantor, PIN 14-20-200-017-000, to the immediate south (the "Grantor's Lot"), (collectively both the Village Lot and Grantor Lot referred to as the "Subject Property").
- C. Pursuant to the RE Contract, the Grantor agreed to grant to the Village a 20-foot-wide sewer and water utility easement (the "Utility Easement") by appropriate instrument.
- D. The RE Contract provides that the Utility Easement will extend from South Old Rand Road to Park Avenue over the Subject Property.
- E. The RE Contract provides that the Utility Easement to the Village is over, under, upon and within the Subject Property for the operation of a sewer or water main and related facilities and appurtenances to provide for such operation, including rights to construct, replace, repair, maintain, inspect, remove and improve said sewer or water main, along with reasonable rights of access over the Subject Property to exercise the above easement rights.
- F. The Village has reserved the right to approve the final description and location of the Utility Easement, prior to conveying the Village Lot to Grantor.
- G. The final description and location of the Utility Easement is as depicted upon that Plat of Consolidation, attached hereto as **Exhibit A** and made a part hereof by this reference.

NOW, THEREFORE, in consideration of thirty-five thousand and no/100ths dollars, (\$35,000) the payments, covenants, terms, and conditions to be made, performed, kept and observed by Grantee hereunder and other good and lawful consideration, Grantor and Grantee hereby agree as follows:

1. **RECITALS.** The above recitals are hereby agreed to and incorporated herein as material agreements of the Parties.
2. **GRANTOR'S PROPERTY.** Grantor's Property is legally described as follows:

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THAT PART OF LOT 1 IN PROSPECT PARK, BEING E. R. CLARK'S SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 18, 1891 AS DOCUMENT NO. 46156, IN BOOK "B" OF PLATS, PAGE 57, DESCRIBED AS FOLLOWS, TO-WIT: BEGINNING AT THE MOST EASTERLY CORNER OF SAID LOT 1; THENCE NORTHWESTERLY ALONG THE NORTHEASTERLY LINE OF SAID LOT 1, 46.6 FEET; THENCE SOUTHWESTERLY TO MOST SOUTHERLY CORNER OF A TRACT OF LAND CONVEYED BY ISABELLE LANDWER TO LAKE ZURICH FIRE DEPARTMENT, INC., DATED AUGUST 16, 1949 AND RECORDED AUGUST 19, 1949 AS DOCUMENT NO. 677466; THENCE SOUTHEASTERLY PARALLEL TO THE SOUTHWESTERLY LINE OF SAID LOT 1, 47.4 FEET, MORE OR LESS, TO THE SOUTHEASTERLY LINE OF SAID LOT 1; THENCE NORTHEASTERLY TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

AND

THAT PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS BEGINNING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF OLD RAND ROAD (S. B. ROUTE 60), 16.0 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S MAIN TRACK; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF OLD RAND ROAD, 91.0 FEET THENCE SOUTHWESTERLY PARALLEL WITH AND 107.0 FEET NORTHWESTERLY OF SAID CENTERLINE OF TRACK 243.50 FEET; THENCE SOUTHEASTERLY PARALLEL WITH AND 243.50 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF OLD RAND ROAD, 91.0 FEET; THENCE NORTHEASTERLY PARALLEL WITH AND 16.0 FEET NORTHWESTERLY OF SAID CENTERLINE OF TRACK, 243.5 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

Common Street Address: 85 S. Old Rand Road, Lake Zurich, Illinois
PIN 14-20-206-005-000 and PIN 14-20-200-017-000

3. **GRANT OF EASEMENT.**

a. **EASEMENT RIGHTS:** Easement rights for public sewer and water services are hereby granted over that area, depicted and designated as "PUBLIC UTILITY EASEMENT" on that Plat of Consolidation attached hereto as **Exhibit A** and made a part hereof, as follows:

A TWENTY (20) FOOT WIDE EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LAKE ZURICH AND ANY VILLAGE OF LAKE ZURICH FRANCHISED UTILITIES, THEIR RESPECTIVE SUCCESSORS, AND ASSIGNS, JOINTLY AND SEVERALLY, FOR USE FOR WATER AND SEWER SERVICES, WITHIN, UNDER, UPON AND ACROSS ALL AREAS DESIGNATED "PUBLIC

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UTILITY EASEMENT" ON **EXHIBIT A**, PUBLIC UTILITY EASEMENTS, STREETS, ALLEYS, OTHER PUBLIC WAYS SHOWN ON **EXHIBIT A**, SAID EASEMENT TO BE FOR INSTALLATION, CONSTRUCTION, MAINTENANCE, RELOCATION, RENEWAL, OPERATION, AND REMOVAL OF SAID UTILITIES FOR THE PURPOSE OF PROVIDING SAID UTILITY SERVICES. ALSO, THE RIGHT OF INGRESS AND EGRESS IS HEREBY GRANTED OVER, UPON, AND THROUGH SAID PUBLIC UTILITY EASEMENT AREAS FOR INSTALLATION, CONSTRUCTION, MAINTENANCE, RELOCATION, RENEWAL, OPERATION AND REMOVAL OF SAID UTILITIES, TOGETHER WITH THE RIGHT TO INSTALL REQUIRED SERVICE CONNECTIONS AND RELATED FACILITIES TO PROVIDE WATER AND SEWER SERVICES. NO IMPROVEMENTS SHALL BE CONSTRUCTED, ERECTED, OR PLACED IN ANY SUCH PUBLIC UTILITY EASEMENT AREAS, STREET, ALLEYS, OR OTHER PUBLIC WAYS NOR SHALL ANY OTHER USE BE MADE THEREOF WHICH WILL INTERFERE WITH THE EASEMENT RESERVED AND GRANTED HEREBY, THE CONDITION OR GRADE OF THE AREAS SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION, MAINTENANCE, AND ACCESS THEREOF BY THE VILLAGE OF LAKE ZURICH.

b. **LEGAL DESCRIPTION.** The above referenced easement rights are hereby granted over that area, depicted and designated as "PUBLIC UTILITY EASEMENT" on that Plat of Consolidation attached hereto as **Exhibit A** and made a part hereof, said easement area legally described as follows:

THAT PART OF THE NORTH 1/2 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS: COMMENCING AT A POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF OLD RAND ROAD (S. B. ROUTE 60), 16.0 FEET NORTHWESTERLY OF THE CENTERLINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY'S MAIN TRACK; THENCE NORTHWESTERLY ALONG SAID SOUTHWESTERLY LINE OF OLD RAND, 71.0 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY PARALLEL WITH AND 87.0 FEET NORTHWESTERLY OF SAID CENTERLINE OF TRACK 243.50 FEET; THENCE NORTHWESTERLY PARALLEL WITH AND 243.50 FEET SOUTHWESTERLY OF SAID SOUTHWESTERLY LINE OF OLD RAND ROAD, 20.0 FEET; THENCE NORTHEASTERLY PARALLEL WITH AND 107.0 FEET NORTHWESTERLY OF SAID CENTERLINE OF TRACK, 243.5 FEET TO THE NORTHEASTERLY CORNER OF LOT 1 IN PROSPECT PARK; THENCE SOUTHEASTERLY ALONG SAID SOUTHWESTERLY LINE OF OLD RAND ROAD, 20.0 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS.

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- c. **ACCESS RIGHTS.** Grantor agrees to allow Grantee such reasonable access over the Subject Property as needed to exercise the above easement rights.
- d. **GRANTEE USE.** GRANTEE shall have the right to do all things necessary, useful or convenient for the purposes outlined in paragraph a. above. GRANTOR hereby covenants with GRANTEE that GRANTEE shall have quiet and peaceful possession, use and enjoyment of the Easement granted herein.
- e. **RIGHTS RESERVED.** The easement rights granted herein are non-exclusive in nature and are subject to all matters of record. GRANTOR shall have the right to use the Subject Property, or any portion thereof, or any property of GRANTOR's adjoining the Public Utility Easement for any purpose not inconsistent with the full use and enjoyment of the rights granted herein in favor of GRANTEE.

4. **BINDING EFFECT.** This Agreement, and the easement rights granted herein, shall constitute perpetual covenants that run with the land and shall be binding upon the parties and their respective successors, transferees and assigns effect.
5. **RECORDING.** This Agreement shall be recorded following execution by both parties hereto. Grantee agrees to be responsible for the recording and the costs related thereto.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last signatory below and inserted at the top of this Agreement.

GRANTEE:

Village of Lake Zurich

GRANTOR:

JumpCo LLC Park Ave. Series

Mayor

By

Attest:

Village Clerk

By

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ACKNOWLEDGEMENTS

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

VILLAGE OF LAKE ZURICH

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the Village of Lake Zurich, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose name are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that, as such Village President, and Village Clerk, they signed and delivered the said instrument, and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the corporate authorities of the Village of Lake Zurich, and as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2025.

Notary Public

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STATE OF ILLINOIS)
)
COUNTY OF LAKE)

GRANTOR
JumpCo LLC Park Ave. Series

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, and _____ personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they signed and delivered the said instrument as their free and voluntary act, for the uses and purposes herein set forth.

GIVEN under my hand and Notary Seal, this _____ day of _____, 2025.

Notary Public

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EXHIBIT A
OLD RAND PLAT OF CONSOLIDATION

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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: September 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 and Land Development Code

AGENDA ITEM
60

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:

- Chapter 24 of Title 9 (Zoning Code) and Chapters 2 and 6 of the Land Development Code (Title 10)
Amendments to the text of the Lake Zurich Zoning and Land Development Codes for the purpose of clarifying the general prohibition of private roadways connecting to property outside the municipal boundaries of the Village of Lake Zurich

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 Village of Lake Zurich has previously taken steps to clarify regulations concerning private roadways that connect to properties outside its municipal boundaries. These proposed revisions further clarify that such regulations are intended to address several concerns: the

Text Amendments – Miscellaneous Amendments to Title 9 and Title 10
September 2, 2025

Village's lack of authority to permit access into another governmental jurisdiction, the adverse impacts on Village street infrastructure and traffic, the improper use of Village funds and resources to benefit external businesses or residents without reciprocal benefit, and the inability to regulate the use of property outside the Village that rely on Village infrastructure.

With these revisions, the Village also outlines the specific circumstances under which exceptions to the general prohibition may be considered. Such exceptions must demonstrably promote the public health, safety, and welfare of the Village of Lake Zurich, without causing undue adverse impacts. Considerations include financial benefits or detriments, additional traffic burdens, and the undertaking of a binding agreement with the adjoining municipality regarding roadway use, and the Village's ability to regulate the use and operations of the external property.

The Planning and Zoning Commission (PZC) held a public hearing on August 20, 2025 and voted 6-0 in favor of recommending approval of the presented amendments and 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/164>

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

Recommendation. At their meeting on August 20, 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 and Land Development Code Title 10, 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, August 2, 2025
 - Exhibit B – August 20, 2025 staff report and Planning and Zoning Commission final recommendation/conditions

● Page 2

VILLAGE OF LAKE ZURICH**ORDINANCE NO. 2025-09-624**

**AN ORDINANCE AMENDING CHAPTER 24 OF TITLE 9 AND
CHAPTERS 2 AND 6 OF TITLE 10 OF THE LAKE ZURICH MUNICIPAL
CODE**
(Private Roadways)

WHEREAS, the Village of Lake Zurich ("Applicant") filed an application on July 31, 2025, seeking to amend certain provisions of the Village Municipal Code within Title 9 ("Zoning Code") and Title 10 ("Land Development Code") of the Lake Zurich Municipal Code, said provisions set forth in Chapters 12 and 24 said Zoning Code; and Chapters 2 and 6 of said Land Development Code, ("Application"); and

WHEREAS, by previous amendments to the Village Code of the Village of Lake Zurich with the adoption of Ordinance No. 2020-11-388, approved November 2, 2020 and Ordinance No. 2023-10-529, approved October, 16, 2023, regarding the regulation of private roadways on private properties within the Village of Lake Zurich seeking to connect to properties outside the municipal boundaries, the Village of Lake Zurich has attempted to clarify Village authority and Code requirements that do not allow private property owners to install private roadways to connect to property outside the Village municipal boundaries (hereinafter referred to as "Extrajurisdictional Roadway"); and

WHEREAS, the street system of the Village of Lake Zurich is necessary municipal infrastructure, as are the sewer and water infrastructure systems of the Village, as public utilities, provided to the property owners, residents and businesses of the Village of Lake Zurich; and

WHEREAS, as a critical public utility and Village of Lake Zurich infrastructure, the street system has been designed, planned, supported and maintained with Village revenues with the primary goal of providing efficient and effective public roadway access and circulation for the Village of Lake Zurich residents and businesses within the Village of Lake Zurich; and

WHEREAS, the Village of Lake Zurich and its private property owners share extensive municipal boundaries with the Village of Hawthorn Woods, the Village of North

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Barrington, the Village of Deer Park and the Village of Kildeer and the private property owners of those municipalities; and

WHEREAS, the Village of Lake Zurich seeks to amend the current Code limitations which provide that private property owners are not permitted to install private roadways to connect to property outside the Village of Lake Zurich municipal boundaries to ensure such limitations serve the needs and benefit Village of Lake Zurich residents and businesses, while providing clarity and opportunity to properly regulate development in the community; and

WHEREAS, the Village of Lake Zurich lacks authority to approve roadway access and traffic from a property within the Village of Lake Zurich into an adjoining municipality, without the agreement of the adjoining municipality; and

WHEREAS, while there is no right in private property owners to install an Extrajurisdictional Roadway in the Village of Lake Zurich, the option and relevant criteria for the Village Board of Trustees to consider the approval of such a roadway, in the discretion of the Village, are included in these amendments; and

WHEREAS, the Village of Lake Zurich finds that the primary impacts of Extrajurisdictional Roadways to the Village of Lake Zurich, its residents and its businesses, do not result in benefits to nor protect the public health, safety or welfare of the Village of Lake Zurich, its residents and its businesses; and

WHEREAS, the Board of Trustees finds as follows regarding the primary impacts of Extrajurisdictional Roadways:

1. That the Village of Lake Zurich would not benefit financially nor otherwise to providing roadway access for the development of properties outside its municipal boundaries.
2. That providing public roadway infrastructure and access the Village of Lake Zurich street system to properties outside the Village of Lake Zurich municipal boundaries, devotes public resources of the Village of Lake Zurich to the private benefit of the property owner and to the residents of another municipality.
3. The Village of Lake Zurich would have no control over the development and use of properties outside of the Village of Lake Zurich connected to and being served by the Village of Lake Zurich public street system.
4. The Village of Lake Zurich would have no authority to regulate any properties outside of the Village of Lake Zurich connected to the Village of Lake Zurich public street system by private roadway, including the number, nature, intensity, frequency or type of properties or uses which would be using the Extrajurisdictional Roadway.

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5. An Extrajurisdictional Roadway would impose added traffic burdens on the immediately adjoining properties and areas in the Village of Lake Zurich.
6. Multiple private Extrajurisdictional Roadways would impose added traffic burdens to the residents and businesses of the Village of Lake Zurich, providing no benefits to the Village of Lake Zurich, while undermining the planning and maintenance of the roadway systems in the Village for its residents and businesses; and

WHEREAS, the Board of Trustees of the Village of Lake Zurich determines that it is in the best interests of the Village of Lake Zurich, its residents and businesses that the Village of Lake Zurich Zoning Code and Land Development Code be amended as provided herein to clarify that Extrajurisdictional Roadways are not permitted as of right, while further clarifying those special circumstances that could support an Extrajurisdictional Roadway, in the discretion of the Board of Trustees.

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

SECTION ONE: INCORPORATION OF RECITALS. The above recitals are hereby made, and incorporated herein as, the material findings of the Board of Trustees.

SECTION TWO: RATIFICATION. The amendments approved herein apply with equal force and effect to, and the Board of Trustees hereby affirms and ratifies, the prior clarifications of the Village of Lake Zurich Land Use Code and Zoning, consistent with the findings herein, said amendments enacted as Ordinance No. 2020-11-388, approved November 2, 2020 and Ordinance No. 2023-10-529, approved October, 16, 2023, in part, regarding the regulation of private roadways on private properties within the Village of Lake Zurich seeking to connect to properties outside the municipal boundaries.

SECTION THREE: APPROVAL OF AMENDMENTS TO SECTION 9-24-2 OF CHAPTER 24 OF TITLE 9 OF THE VILLAGE 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 Section 9-24-2 entitled “Definitions”, of Chapter 24 of Title 9 of the Lake Zurich Municipal Code, with the new provisions hereby added to the specific definitions set forth below, in bold print (bold print) and underscored (underscored), as follows:

CHAPTER 24 USAGE AND DEFINITIONS

SECTION:

9-24-1: Word Usage

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9-24-2: Definition

RIGHT-OF-WAY, PRIVATE: A strip of land designated for use for vehicular or pedestrian access or passage, or for utility lines or similar facilities, that has not been dedicated to or accepted by any government agency. No new private or non-public right-of-way shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

STREET: The paved portion of a public or private right-of-way, that affords the principal means of vehicular access to two or more lots of record which adjoin such right-of-way. All streets shall be constructed in conformance with all village standards and codes for design and construction. All streets within the Village of Lake Zurich require the prior review and approval of the Lake Zurich Village Board. No private or non-public road street shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

STREET, PRIVATE: Any street other than a public street serving two or more lots of record within a zoning lot, or a subdivision, the plat of which has been recorded in the Office of the Lake County Recorder of Deeds, or a parcel of land separately described in a recorded deed, all located wholly within the municipal boundary lines of the Village of Lake Zurich. Private streets are prohibited unless expressly authorized by a Planned Unit Development (PUD), or other zoning approval by the Lake Zurich Village Board. No private street shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or

permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

STREET STUB: A temporary street ending where the street is intended to be extended through adjacent property in the future, as such adjacent property develops. A street stub is not a permanent street-end or dead-end street. The control and disposal of the land composing such street stubs shall be placed under the express jurisdiction and approval of the Lake Zurich Village Board. No street stub shall be constructed to provide a future connection to property outside of the village's municipal boundary lines, **except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.**

VEHICLE CONNECTION: A hard surfaced or paved access way connection between two points that is intended and suitable for vehicle, motor vehicle or recreational vehicle use. Vehicle connections shall include but are not limited to public streets and roadways, private streets, street stubs, driveways, circulation aisles, drive through facility lanes. No vehicle connection shall connect from private property or properties to property outside of the village's municipal boundary lines, **except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.**

SECTION FOUR: APPROVAL OF AMENDMENTS TO SECTION 10-2-3 OF CHAPTER 2 OF TITLE 10 OF THE VILLAGE 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 Section 10-2-3 entitled "Definitions" of Chapter 2 of Title 10 of the Lake Zurich Municipal Code, with

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those current provisions to be deleted shown with strike thru (~~strike thru~~) and the new provisions hereby added to the specific definitions set forth below, in bold print (**bold print**) and underscored (underscored) as follows:

TITLE 10
LAND DEVELOPMENT CODE

CHAPTER 2
RULES AND DEFINITIONS

SECTION

10-2-1: Application of Rules and Definitions

10-2-2: Rules

10-2-3: Definitions

10-2-3: DEFINITIONS:

ACCESS WAY CONNECTION: A continuous, unobstructed, reasonably direct route between two points that is intended and suitable for vehicle, bicycle or pedestrian use. Access way connections shall include but are not limited to vehicle connections, bicycle and pedestrian connections. No new private or non-public access way connection shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village. No new public access way connection shall connect to property outside of the village's municipal boundary lines without the express recommendation and approval of the Lake Zurich Village Board.

STREET, PRIVATE: Any street other than a public street serving two or more lots of record within a zoning lot, a subdivision, the plat of which has been recorded in the Office of the Lake County Recorder of Deeds, or a parcel of land separately described in a recorded deed, all located wholly within the municipal boundary lines of the Village of Lake Zurich. No private street shall connect to property outside of the village's municipal boundary lines without the express approval of the Lake Zurich Village Board. Private streets are prohibited unless expressly authorized by a Planned Unit Development (PUD), or other zoning approval by the Lake Zurich Village Board. No private street shall connect to property outside of the village's municipal boundary lines, except upon specific

2057706_1

request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

STREET STUB: A temporary street ending where the street is intended to be extended through adjacent property in the future, as such adjacent property develops. A street stub is not a permanent street end or dead-end street. The control and disposal of the land composing such street stubs shall be placed under the express jurisdiction and approval of the Lake Zurich Village Board. No street stub shall be constructed to provide a future connection to property outside of the village's municipal boundary lines, **except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.**

VEHICLE CONNECTION: A hard surfaced or paved access way connection between two points that is intended and suitable for vehicle, motor vehicle or recreational vehicle use. Vehicle connections shall include but are not limited to public streets and roadways, private streets, street stubs, driveways, circulation aisles, drive through facility lanes. No vehicle connection shall connect from private property or properties to property outside of the village's municipal boundary lines, **except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.**

SECTION FIVE: APPROVAL OF AMENDMENTS TO SECTION 10-6-20 OF CHAPTER 6 OF TITLE 10 OF THE VILLAGE MUNICIPAL CODE. The Board of Trustees, pursuant to the authority vested in it under the laws of the State of Illinois and the Lake

2057706_1

Zurich Municipal Code, hereby approves the following amendments to Section 10-6-20 entitled "DRIVEWAY ENTRANCES, DRIVEWAYS AND OFF STREET PARKING" of Chapter 2 of Title 10 of the Lake Zurich Municipal Code, with those current provisions to be deleted shown with strike thru (~~strike thru~~) and the new provisions hereby added to the specific definitions set forth below, in bold print (**bold print**) and underscored (underscored) as follows:

An amendment to Paragraph C of Section 10-6-20, entitled "Driveway Entrances, Driveways And Off-Street Parking", of Chapter 6 entitled "Engineering and Land Improvements" of Title 10 of the Lake Zurich Municipal Code, by amending the Paragraph C to add those provisions shown in italics and underscored, to read as set forth below: 10-6-20:

CHAPTER 6
ENGINEERING AND LAND IMPROVEMENTS

SECTION:

10-6-1: Engineering Standards And Specifications

10-6-2: Protection And Restoration

10-6-3: Soil Erosion And Sedimentation Control (Rep. by Ord. 93-10-615, 10-4-1993)

10-6-4: Storm Sewerage System And Drainage

10-6-5: Stormwater Management Regulations

10-6-6: Sanitary Sewerage System

10-6-7: Water Distribution System

10-6-8: Streets And Pavements

10-6-9: Easements

10-6-10: Blocks

10-6-11: Lots

10-6-12: Building Setback Lines

10-6-13: Parks, School Sites And Public Areas

10-6-14: Sidewalks

10-6-15: Street Lighting System

10-6-16: Lot Grading

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10-6-17: Conservancy Districts (Rep. by Ord. 91-04-444, 4-15-1991)

10-6-18: Landscaping

10-6-19: Public Utilities

10-6-20: Driveway Entrances, Driveways And Off-Street Parking

10-6-20: DRIVEWAY ENTRANCES, DRIVEWAYS AND OFF-STREET PARKING:

C. Definition Of Terms:

DRIVEWAY: A private accessway that provides direct access from a street to not more than one lot or one principal building or use, such private accessway being constructed primarily outside the street right of way and leading to a parking garage or structure, parking area, parking lot or parking space, loading dock or loading space. A private accessway that provides access to two or more lots of records shall be considered a private street. No new private or non-public driveway shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

STREET, PRIVATE: Any street other than a public street serving two or more lots of record within a zoning lot, or a subdivision, the plat of which has been recorded in the Office of the Lake County Recorder of Deeds, or a parcel of land separately described in a recorded deed, all located wholly within the municipal boundary lines of the Village of Lake Zurich. Private streets are prohibited unless expressly authorized by a Planned Unit Development (PUD), or other zoning approval by the Lake Zurich Village Board. No private Street shall connect to property outside of the village's municipal boundary lines, except upon specific request to and approval by the Board of Trustees of the Village of Lake Zurich, following its determination that such temporary or permanent approval would further the public health, safety and welfare of the Village of Lake Zurich, without undue adverse impacts, including consideration of any financial benefit or detriment, the additional traffic burden(s), a binding agreement with the adjoining municipality regarding use of such roadway and ability of the Village of Lake Zurich to control or regulate the use and operations on the property outside the Village.

SECTION SIX: 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.

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

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

PASSED THIS _____ day of September, 2025.

Ayes:

Nays:

Absent:

APPROVED this _____ day of September, 2025.

ATTEST:

Thomas Poynton, Village President

Kathleen Johnson, Village Clerk

2057706_1

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 August 20, 2025, at 7:00 P.M. in the Board Room of the Lake Zurich Village Hall, 100 Main Street, Lake Zurich, Illinois, for the purpose of considering the application filed by the Village requesting various miscellaneous amendments to the text of the Lake Zurich Zoning and Building Codes as necessary. A copy of the application and the Zoning Code are on file with, and available for public inspection during regular Village business hours at the Lake Zurich Community Development Department.

At said public hearing, the Planning & Zoning Commission shall accept all testimony and evidence pertaining to said application and shall consider 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 the hearing.

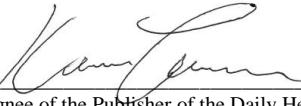
Orlando Stratton
Chairperson, Planning & Zoning Commission
Published in Daily Herald Aug. 2, 2025 (300084)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

**Lake County
Daily Herald**

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

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 08/02/2025 in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY 

Designee of the Publisher of the Daily Herald

Control # 300084 *LAKE*





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 2025-16
PZC Hearing Date: August 20, 2025

AGENDA ITEM 4.C

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 2025-16 Zoning Application for Amendments to the
Lake Zurich Zoning and Land Development Code

SUBJECT

The Village of Lake Zurich, (the “Applicant”) requests amendments to the text of the Lake Zurich Zoning and Land Development Code for the purpose of clarifying and increasing the effectiveness of the codes.

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 2025-16

Community Development Department
PZC Hearing Date: August 20, 2025

BACKGROUND

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

Courtesy Review. Due to the miscellaneous nature of the amendments, no courtesy review of the Village Board was requested.

Proposed Amendments. The following is a summary of the language that is proposed to be amended in sections of the Lake Zurich Municipal Code:

1. The Village of Lake Zurich, (the “Applicant”) requests amendments to the text of the Lake Zurich Zoning and Land Development Codes for the purpose of clarifying the general prohibition of private roadways connecting to property outside the municipal boundaries of the Village of Lake Zurich.

Revisions are proposed to Chapter 24 of the Zoning Code and Chapters 2 and 6 of Title 10 of the Land Development Code of the Lake Zurich Municipal Code.

The Village of Lake Zurich has previously taken steps to clarify regulations concerning private roadways that connect to properties outside its municipal boundaries. These proposed revisions further clarify that such regulations are intended to address several concerns: the Village’s lack of authority to permit access into another governmental jurisdiction, the adverse impacts on Village street infrastructure and traffic, the improper use of Village funds and resources to benefit external businesses or residents without reciprocal benefit, and the inability to regulate the use of property outside the Village that rely on Village infrastructure.

With these revisions, the Village also outlines the specific circumstances under which exceptions to the general prohibition may be considered. Such exceptions must demonstrably promote the public health, safety, and welfare of the Village of Lake Zurich, without causing undue adverse impacts. Considerations include financial benefits or detriments, additional traffic burdens, and the undertaking of a binding agreement with the adjoining municipality regarding roadway use, and the Village’s ability to regulate the use and operations of the external property.

Details on the language of the amendments to the text of the Zoning and Land Development Codes is attached.

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

Staff Report
APPLICATION PZC 2025-16

Community Development Department
PZC Hearing Date: August 20, 2025

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

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

Staff Response: Standard met. The proposed are amendments to the text of the Lake Zurich Zoning Code. Staff has found the proposed amendments will enhance the purposes of the zoning and land development codes as they relate to the proper functions and operations of the village.

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

Staff Response: Standard met. The efficient and effective use of Village resources and prompt, timely and uninterrupted municipal services will be facilitated by these amendments.

Setting an expectation on the completion of larger development projects such as PUDs and subdivisions has a direct bearing on the health, safety and welfare of the community.

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 Report
APPLICATION PZC 2025-16**

**Community Development Department
PZC Hearing Date: August 20, 2025**

Staff of the Community Development Department therefore recommends the approval of Application PZC 2025-08. Staff further finds that the amended Lake Zurich Building and Zoning Codes:

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

Respectfully Submitted,

Sarosh Saher,
Community Development Director

Attachments:

1. Draft Ordinance Amending Chapter 24 of title 9 and Chapters 2 and 6 of Title 10 of the Lake Zurich Municipal Code

Staff Report
APPLICATION PZC 2025-16

Community Development Department
PZC Hearing Date: August 20, 2025

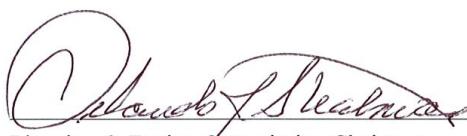
LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

**MISCELLANEOUS AND PROCEDURAL AMENDMENTS TO THE
LAKE ZURICH ZONING AND LAND DEVELOPMENT CODE**
August 20, 2025

The Planning & Zoning Commission recommends approval of Application PZC 2025-08, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **August 20, 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

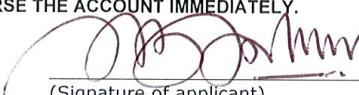
1. Address of Subject Property: N/A
2. Please attach complete legal description
3. Property Identification number(s): N/A
4. Owner of record is: N/A Phone: _____
E-Mail _____ Address: _____
5. Applicant is (if different from owner): Village of Lake Zurich Phone: 847-540-1696
E-Mail _____ Address: 70 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.

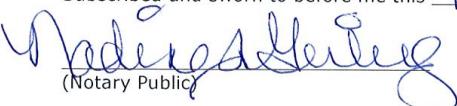
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Sarosh Saher

(Name of applicant)


(Signature of applicant)

Subscribed and sworn to before me this 1st day of August, 2025.


(Notary Public)

My Commission Expires



(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 9 and Title 10 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.

1. The Village of Lake Zurich, (the "Applicant") requests amendments to the text of the Lake Zurich Zoning and Building Codes for the purpose of clarifying and further defining "Extrajurisdictional Roadways."

Submitted by:



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

Dated: July 31, 2025

Revisions are proposed to Chapter 24 of the Zoning Code and Chapters 2 and 6 of Title 10 of the Land Development Code of the Lake Zurich Municipal Code.

The Village of Lake Zurich has previously taken steps to clarify regulations concerning private roadways that connect to properties outside its municipal boundaries. These proposed revisions further clarify that such regulations are intended to address several concerns: the Village's lack of authority to permit access into another governmental jurisdiction, the adverse impacts on Village street infrastructure and traffic, the improper use of Village funds and resources to benefit external businesses or residents without reciprocal benefit, and the inability to regulate the use of property outside the Village that rely on Village infrastructure.

With these revisions, the Village also outlines the specific circumstances under which exceptions to the general prohibition may be considered. Such exceptions must demonstrably promote the public health, safety, and welfare of the Village of Lake Zurich, without causing undue adverse impacts. Considerations include financial benefits or detriments, additional traffic burdens, and the undertaking of a binding agreement with the adjoining municipality regarding roadway use, and the Village's ability to regulate the use and operations of the external property.

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 August 20, 2025, at 7:00 P.M. in the Board Room of the Lake Zurich Village Hall, 100 Main Street, Lake Zurich, Illinois, for the purpose of considering the application filed by the Village requesting various miscellaneous amendments to the text of the Lake Zurich Zoning and Building Codes as necessary. A copy of the application and the Zoning Code are on file with, and available for public inspection during regular Village business hours at the Lake Zurich Community Development Department.

At said public hearing, the Planning & Zoning Commission shall accept all testimony and evidence pertaining to said application and shall consider 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 the hearing.

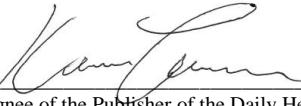
Orlando Stratton
Chairperson, Planning & Zoning Commission
Published in Daily Herald Aug. 2, 2025 (300084)

CERTIFICATE OF PUBLICATION
Paddock Publications, Inc.

**Lake County
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I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 08/02/2025 in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY 

Designee of the Publisher of the Daily Herald

Control # 300084 *LAKE*





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: August 26, 2025

To: Ray Keller, Village Manager *PK*

From: Steve Schmitt, Utilities Superintendent

Copy: Michael J. Brown, Public Works Director

Subject: **2025 Fire Hydrant Painting Program (2024 MPI Cooperative Bid)**

AGENDA ITEM
6f

Issue: The 2025 budget includes funds for hydrant maintenance and painting services. The Village's Hydrant Painting program is designed to annually paint 300 of the Village's 1500 hydrants. The painting process includes a complete sandblasting of the entire hydrant to bare metal, priming and repainting. Painting is an essential hydrant maintenance for fire protection assisting first responders to quickly identify hydrants in emergencies and are more aesthetically pleasing to the community.

Background: The Municipal Partnering Initiative (MPI) is a cooperative of local communities that jointly bid on similar projects to reduce administrative expenses and obtain improved unit prices through economies of scale. Bids were advertised publicly for Hydrant Painting in February 2024 for the communities of Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows and Winnetka for a three-year term with option to renew for two additional one-year periods.

Analysis: Of the five bids received, four met bid requirements and specifications. The apparent low bid was also rejected due to past performance with participating communities. The second low bid, Alpha Maintenance & Services Inc. has been selected by MPI to be awarded the contract with bid unit pricing for:

Year	Cost Per Hydrant	Total
2024	\$90	\$27,000
2025	\$93	\$27,900
2026	\$96	\$28,800

Alpha Maintenance & Services Inc. has previously performed services for the Village and other MPI communities, and staff has been satisfied with their level of service and performance. On May 6, 2024, the Village Board authorized staff to enter into a three-year contract with Alpha Maintenance & Services Inc. through the MPI cooperative bid.

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 the expenditure for year two of the hydrant painting services contract with Alpha Maintenance & Services Inc. of Algonquin, Illinois, in an amount not-to-exceed \$27,900.

W/Attachments:

1. MPI Cooperative Bid & Contract Documents (76 pages).



Village of Arlington Heights

33 S. Arlington Heights Road
 Arlington Heights, IL 60005-1499
 (847-368-5000)
 Website: www.vah.com

NOTICE OF AWARD

Alpha Maintenance & Services Inc.
 9820 Haegers Bend Road
 Algonquin, IL 60102

March 21, 2024

Project Description: Hydrant Painting Services 2024

The Village of Arlington Heights has considered the proposal submitted by your Company for the above-described work in response to its INVITATION FOR BIDS opened February 21, 2024.

YOU ARE HEAREBY NOTIFIED that your proposal/bid has been accepted by the Village Board on March 18, 2024 for items and services for the amount of: **One Hundred Thirty-Nine Thousand, Five Hundred Dollars and 00/100ths (\$\$139,500)** in total over 3 years from the date of the award with option to renew for two additional one-year periods.

You are required to execute the Contract Documents and provide necessary Insurance documentation within Fifteen (15) days from the date of this Notice to you.

If you fail to execute said Contract within Fifteen (15) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your proposal as abandoned and the Owner will be entitled to such other rights as may be granted by law. Please return signed contracts to Lisa Subrin.

You are required to return an acknowledged copy of this Notice of award to the Village, with two signed copies of the contract.

Dated this 21th day of March, 2024
 Village of Arlington Heights

By: _____
 Lisa Subrin, Purchasing Coordinator

Acceptance of Notice

Receipt of the above Notice of Award is acknowledged by Alpha Maintenance & Services Inc. this 3rd of April, 2024.

By: Dmitriy Korkotigus
 Title: President

AR2024-15

**VILLAGE OF ARLINGTON HEIGHTS
CONTRACT**

This Agreement is made and entered into this 21st day of March, 2024, between the Village of Arlington Heights "Village" and Alpha Maintenance & Services Inc., "Vendor."

In consideration of the mutual benefits that will result to the parties in carrying out the terms of this Agreement, the parties agree as follows:

1. The Vendor agrees to do all the work, furnish all materials and all labor necessary to complete the work in full compliance with all of the terms of this agreement and the proposed specifications and the requirements of the Director under it;
2. The Village agrees to pay the Vendor based on unit prices for completion of the work in accordance with the bid documents;
3. It is understood and agreed that the Bid Documents, Specifications, Addenda, and the Bidder's response are all essential documents for the Hydrant Painting Services 2024. They are attached and hereby made part of this agreement.

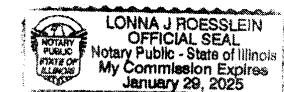
IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated above.

Attest:

Clerk
(Seal)

Attest:

Notary
(Seal)



Village of Arlington Heights

By: Marshall Walker
Title: Village Manager
Date: 4-5-24

Bidder:

By: Dimitrios Korkiris
Title: President
Date: April 3rd, 2024

Subscribed & sworn before me this 3rd day of April 2024.



**VILLAGE OF ARLINGTON HEIGHTS
AFFIDAVIT OF COMPLIANCE**

Applicant Alpha Maintenance & Services Inc
Name

9820 Haegens Bend Rd. Algonquin Illinois 60102
Address

As a condition of entering into a contract with the Village of Arlington Heights, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned,

Dimitris K. Korkas, being first duly sworn on oath, deposes and states that he or she is
President (sole owner, partner, joint ventured, President, Secretary,
etc.) of Alpha Maintenance & Services Inc. and has the authority to
(Name of Company)

make all certifications required by this affidavit.

Section I

Non Collusion

The undersigned certifies that this bid is genuine and not collusive or sham, that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of this bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

Section II

Bid Rigging and Rotating

The undersigned hereby certifies that it is not barred from bidding or contracting as a result of a conviction for violations of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

Section III

Illinois Drug Free Workplace Act

The undersigned further states that Alpha Maintenance & Services Inc. provides a
 (Name of Company)
 drug free workplace pursuant to Illinois Statues, 30 ILCS 580/1, et seq and provides compliance with
 necessary requirements.

Section IV

Tax Payment

The undersigned further states that Alpha Maintenance & Services Inc. is not
 (Name of Company)
 delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois
 Compiled Statues, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement
 regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows
 the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

It is expressly understood the foregoing statements and representations and promises are made as a
 condition to the right of the bidder to receive payment under any award made under the terms and
 provisions of this bid.

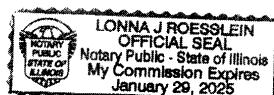
The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: Daniel J. H. President
 (Name)
 (Title)

Subscribed and sworn to before me this 3rd day of April 2024,
 AD.

By: Lonna J. Roesslein
 (Notary Public)

-Seal-



**VILLAGE OF ARLINGTON HEIGHTS
INDEMNITY HOLD HARMLESS AGREEMENT**

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Arlington Heights, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense: appear, defend and pay all charges of attorneys and all costs and other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the Village of Arlington Heights, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence.

The Contractor expressly understands and agrees that any insurance policies required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Arlington Heights, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: Alpha Maintenance Services Inc.

By: Dan L. Spina

INVITATION FOR BIDS

BID DOCUMENTS AND SPECIFICATIONS

HYDRANT PAINTING

FOR THE MUNICIPALITIES OF:

Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka

Proposal Guaranty:

5% of Total Annual Bid Price (Cashiers/Certified Check or Bid Bond)

Performance Bond:

100% of Total Proposal

Date and Time Due:

February 21, 2024 @ 10:00 a.m. at 33 S. Arlington Heights Rd.

Contact Person:

Lisa, Subrin, Purchasing Coordinator

lsubrin@vah.com

**VILLAGE OF ARLINGTON HEIGHTS
33 SOUTH ARLINGTON HEIGHTS ROAD
ARLINGTON HEIGHTS, ILLINOIS 60005
847.368.5800**

LEGAL NOTICE

Official notice is hereby given that sealed bids will be received by the Finance Department at 33 S. Arlington Heights Road, Arlington Heights, IL 60005 until 10:00 a.m. on February 21, 2024 and then at said office publicly opened and read aloud for the following:

REQUESTFOR BID: HYDRANT PAINTING SERVICES FOR THE MUNICIPALITIES OF:

Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka

Plans, specifications and bid forms may be obtained by contacting Lisa Subrin, Purchasing Coordinator, at Lsubrin@vah.com.

All bids shall be accompanied by a Bid Bond, Certified or Cashier's Check made payable to the Village of Arlington Heights for not less than five percent (5%) of the first-year total bid price.

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

Offers may not be withdrawn for a period of ninety (90) days after closing date without the consent of the Board of Trustees.

Any Bid submitted unsealed, unsigned, fax transmissions or received subsequent to the aforementioned date and time, will be disqualified and returned to the bidder.

The Village of Arlington Heights reserves the right to reject any and all bids or parts thereof, to waive any irregularities or informalities in bid procedures and to award the contract in a manner best serving the interest of the Municipalities.

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GENERAL TERMS AND CONDITIONS

1. INTENT

It is the intent of the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The Village of Riverwoods ("Riverwoods"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") to award a single contract to a single contractor for Hydrant Sandblasting and Painting services.

Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing. The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each Village's municipal manager or board of trustees/city council as the case may be, will have the right to review and independently approve or reject the bid award and execute the Agreement Acceptance.

2. BID PRICE

The Municipalities of Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka request pricing for the base bid of year (1) one and request firm/fixed pricing for years (2) two and (3) three. Additionally, the Municipalities request pricing for Emergency Response Services. The Contractor shall identify the discount per municipality if equipment staging is allowed at municipal facilities.

3. AWARD

Award shall be made to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

Award shall be made on a total lump sum of the bid. Each Municipality reserves the right to award multiple years, to award the bid in part or in whole or not award, and/or reject any or all bids, whatever is deemed to be in its best interest.

Each year, the individual Municipalities shall award their work to the Contractor independently of the other Municipalities after having secured permission to do so from their respective corporate authorities. Work shall proceed in an individual Municipality per its scheduling with the Contractor regardless of whether all of the Municipalities' corporate authorities have approved their awards to the Contractor for their respective work by the individual Municipality's scheduled start date.

4. VOLUME/ESTIMATED QUANTITY

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

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

In the event awarded Contractor (s) is unavailable, the Municipalities reserve the right to use whatever Contractor is available to minimize and/or mitigate damages to their Municipality.

5. TERM

The term of the contract shall be for three (3) years from the date of award for Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka. The Municipalities reserve the right to renew this contract for two (2) additional one (1) year periods subject to acceptable performance by the Contractor.

At the end of any contract term, the Municipalities reserve the right to extend this contract for a period of up to sixty (60) days for the purpose of getting a new contract in place.

For any year beyond the initial year, this contract is contingent upon the appropriation of sufficient funds; no charges shall be assessed for failure of either municipality to appropriate funds in future contract years.

6. MODIFICATIONS

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened no modifications shall be permitted without the approval of the Municipalities.

7. CONTACT WITH MUNICIPAL PERSONNEL

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

8. DOCUMENT OBTAINED FOR OTHER SOURCES

The Village of Arlington Heights is the only official source for bid packages, questions and answers, and supporting materials. Registration with the Village of Arlington Heights is the only way to ensure bidders receive all Addenda and other Notices concerning this project. The Village of Arlington Heights cannot ensure that bidders who obtain bid packages from sources other than the Village of Arlington Heights will receive Addenda and other Notices. All bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all Addenda and other Notices, may, at the Village of Arlington Heights' discretion, be rejected as non-responsive and/or the bidder disqualified. In such cases, the Village of Arlington Heights will NOT rebid the project absent extraordinary circumstances.

9. JOINT PURCHASING/PURCHASING EXTENSION

The purchase of goods and services pursuant to the terms of this Agreement shall also be offered for purchases to be made by the Municipalities, as authorized by the Governmental Joint Purchasing Act, 30 ILCS 525/0.01, et seq. (the "Act"). All purchases and payments made under the Act shall be made directly by and between each Municipality and the successful bidder. The bidder agrees

that the Village of Arlington Heights shall not be responsible in any way for purchase orders or payments made by the other Municipalities. The bidder further agrees that all terms and conditions of this Agreement shall continue in full force and effect as to the other Municipalities during the extended term of this Agreement.

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

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

- Certificate of insurance naming each additional Municipality as an additional insured

10. RESERVATION OF RIGHTS

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

11. BIDDER QUALIFICATIONS AND EVALUATION CRITERIA

The Bidders must be qualified contractors and demonstrate the capability to provide services required in accordance with the bid specifications. This would include:

- Bid pricing
- Emergency Response Rate and Minimum Call Out Time
- Compliance with specifications
- Previous Municipality Experience
- Submittal compliance
- References

12. SUBCONTRACTORS

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

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

Notwithstanding written consent to subcontract approved by the Municipalities, the Contractor shall perform with the Contractor's own organization, work amounting to not less than fifty (50%) percent of the total contract cost, and with materials purchased or produced by the Contractor.

The subcontracting, if any, shall be done by the Contractor in accordance with applicable Article 108.01 of the IDOT Standard Specifications.

Failure to identify subcontractors could result in disqualification.

13. SILENCE OF SPECIFICATIONS

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

14. ADDITIONAL INFORMATION

Should the bidder require additional information about this bid, submit questions via email to: Lsubrin@vah.com. Questions are requested prior to the Bid Opening and are required no later than 4:00 p.m. on February 15, 2024.

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

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

15. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Coordinator. The decision of the Purchasing Coordinator or their duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor

shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

16. AFFIDAVITS

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

- References
- Disqualification of Certain Bidders
- Affidavit/Anti-collision
- Conflict of Interest Form
- Tax Compliance
- Identification of Subcontractors
- Participation Affidavit

17. RESPONSIVE BID

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

18. INSURANCE

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A-minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

- 18.1. Workers' Compensation Insurance covering all liability of the Contractor arising under the Workers' Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.
- 18.2. Employers Liability covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury – per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.
- 18.3. Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself,

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because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track.

- General Aggregate Limit \$ 2,000,000
- Each Occurrence Limit \$ 1,000,000

18.4. Automobile Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

- Each Occurrence Limit \$ 1,000,000

18.5. Contractor agrees that with respect to the above required insurance:

18.6. The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

18.7. To provide separate endorsements: to name each Municipality as additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

18.8. The Contractor's insurance shall be primary in the event of a claim.

18.9. Each Municipality shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies.

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

18.11. Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Arlington Heights may purchase such insurance coverages and charge the expense thereof to the Contractor.

19. HOLD HARMLESS

The Contractor agrees to indemnify, save harmless and defend the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") (collectively, "Municipalities") which include their representatives, agents, servants, employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused

directly by the willful and wanton conduct of the Village of Arlington Heights ("Arlington Heights"), The Village of Bannockburn, ("Bannockburn"), the Village of Barrington ("Barrington"), the Village of Glenview ("Glenview"), The City of Highland Park ("Highland Park"), The Village of Lake Zurich ("Lake Zurich"), The Village of Morton Grove ("Morton Grove"), The Village of Mount Prospect ("Mount Prospect"), The City of Rolling Meadows ("Rolling Meadows"), and The Village of Winnetka ("Winnetka") (collectively, "Municipalities") its agents, servants, or employees or any other person indemnified hereafter.

20. CHANGE IN STATUS

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

21. CHANGE ORDERS

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

Change Orders shall comply with 720 ILCS 5/33E-9.

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

22. INVOICES, PAYMENTS, AND QUANTITIES

The Contractor shall submit invoices to each Municipality detailing the services provided directly to the respective Municipality. All services shall be invoiced based on unit pricing and quantities used. The

Municipalities shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Invoices shall be delivered to:

Village of Arlington Heights	Village of Bannockburn
accountspayable@vah.com	SShannon@villageofbannockburn.org
Village of Barrington	Village of Glenview
kfecsk@barrington-il.gov	zbadasyan@glenview.il.us
City of Highland Park	City of Lake Zurich
rbannon@cityhpil.com	mike.brown@lakezurich.org
Village of Morton Grove	Village of Mount Prospect
klochner@mortongroveil.org	accountspayable@mountprospect.org
City of Rolling Meadows	Village of Winnetka
RivardR@cityrm.org	ap@winnetka.org

23. PRECEDENCE

Where there appears to be variances or conflicts, the following order of precedence shall prevail: The Village of Arlington Heights Project Specifications; The Village of Arlington Heights General Terms & Conditions, The Village of Arlington Heights Invitation for Bids, General Terms & Specifications and the Contractor's Bid Response.

24. NON-ENFORCEMENT BY THE VILLAGE

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

25. INDEPENDENT CONTRACTOR

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

26. TERMINATION

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

27. ALTERNATE AND MULTIPLE BIDS

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

28. MUNICIPALITY CONTRACTOR'S LICENSE

The most responsive and responsible bidder, prior to commencing any work, must have a valid Contractor's License on-file with the respective Municipality's Development Department, if applicable.

29. NON-APPROPRIATIONS

The Municipalities reserve the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the either Village Board of Trustees or City Council of the affected Municipality.

30. PROTEST PROCEDURE

Any bidder wishing to file a protest regarding the proposal process may do so by giving written notice to the Village of Arlington Heights Purchasing Coordinator within seven calendar days of the closing time and date. This notice should include the title of the requirement, the bid number, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Village of Arlington Heights Purchasing Coordinator. The decision of the Village of Arlington Heights Purchasing Coordinator or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Coordinator.

31. UNBALANCED BIDS

Any bid which is materially unbalanced as to prices for the Base Bid and/or Optional Bid Items may be rejected. An unbalanced bid is one which is based on the prices significantly less than the cost for some work and/or prices which are significantly overstated for other work.

The Village of Arlington Heights will review all unit prices submitted by the apparently lowest responsible and responsive bidder and will decide whether any of the unit prices are excessively above or below a reasonable cost analysis value determined by the Municipalities.

In the event any unit prices are determined to be unbalanced and contrary to the interest of the Municipalities, the right is reserved to reject such bid at the discretion of the Village of Arlington Heights.

32. OMISSIONS/HIDDEN CONDITIONS

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

33. AUDIT/ACCESS TO RECORDS

- 33.1. The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The Contractor shall also maintain the financial information and data used by the Contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Municipality. The Auditor General, the Municipality, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The Contractor will provide facilities for such access and inspection.
- 33.2. Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards.
- 33.3. The Contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns a Contractor, the auditing agency will afford the Contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.
- 33.4. Records under the subsections above shall be maintained and made available during performance of the work under this agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

34. WITHDRAWL OF BID

Upon written request, bids may be withdrawn at any time prior to the advertised bid opening. Bidders withdrawing their bid prior to the date and time set for the bid opening may still submit another bid if done so in accordance with these instructions. After the bid opening time, no bid shall be withdrawn or canceled for a period of sixty (60) calendar days thereafter. The successful Bidder shall not withdraw or cancel its bid after having been notified that the respective Villages Board of Trustees or City Council have accepted said bid.

35. COMPETENCY OF BIDDER

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

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

CANCELLATION

The Village reserves the right to cancel the whole or any part of the Contract if the Bidder fails to perform any of the provisions in the Contract or fails to make delivery within the time stated.

DEFAULT

In case of the default by the Bidder, the Village will procure articles or services from other sources and hold the Bidder responsible for any excess cost incurred as provided for in Article 2 of the Uniform Commercial Code.

INSURANCE

The successful Bidder shall carry worker's compensation and commercial general liability insurance in the amounts set forth below and furnish the Village, and Municipalities, with Certificates of Insurance (COI) and endorsements prior to commencing with Work. All such insurance shall be carried with companies satisfactory to the Village and/or Municipalities. The Bidder shall have the following obligations with regard to insurance coverage for the Work under the Contract:

- A. All Certificates of Insurance required to be obtained by the Bidder shall provide that coverage under the policies named shall not be canceled, modified, reduced or allowed to expire without at least thirty (30) days prior written notice given to the Village, and/or Municipalities. All certificates evidencing coverage extended beyond the date of final payment shall be provided at the time of the final Pay Request. All Certificates of Insurance shall name the Village (or respective Local Government Agency) and its officers, agents and employees as additional insured on a primary non-contributory basis. The actual additional insured endorsement shall be attached to the certificate of insurance.
- B. All insurance required of the Bidder shall state that it is Primary and Non-Contributory Insurance as to all additional insured's with respect to all claims arising out of operations by or on their behalf. If additional insured's have other applicable insurance coverage, those coverage shall be regarded as on an excess or contingent basis.
- C. The Bidder shall require that each of its Subcontractors and each of their subcontractors of any tier obtain insurance of the same character as that required of Bidder, unless the Village or Local

Government Agency authorizes such lesser amount of coverage, naming the same additional insured's and subject to the same restrictions and obligations as set forth for the Bidder's insurance in the Contract Documents.

D. Under no circumstances shall the Village, and/or Local Government Agency, be deemed to have waived any of the insurance requirements of this Contract by any act or omission, including, but not limited to:

- (1) allowing work by Bidder or any subcontractor of any tier to start before receipt of Certificates of Insurance;
- (2) failure to examine, or to demand correction of any deficiency, of any certificate of insurance received.

The Bidder agrees that the obligation to provide insurance is solely the Bidder's responsibility and cannot be waived by any act or omission of the Village, or Local Government Agency.

E. The purchase of insurance by the Bidder under this Contract shall not be deemed to limit the liability of the Bidder in any way, for damages suffered by the Village, and/or Local Government Agency, in excess of policy limits or not covered by the policies purchased.

F. The Bidder shall notify the Owner, in writing, of any possible or potential claim for personal injury or property damage arising out of the work of this Contract promptly whenever the occurrence giving rise to such a potential claim becomes known to the Bidder.

G. The Bidder shall provide insurance acceptable to the Village, and Local Government Agency. Such insurance shall include the following coverage in the following amounts:

- (1) Worker's Compensation (including occupational disease and employer's liability insurance) covering liability of its employees and employees of its subcontractors in accordance with the law of the State of Illinois, including the Illinois Worker's Compensation Act, as amended. A waiver of subrogation shall be provided to the Village, and Local Government Agency, and the Waiver of subrogation attached to the certificate of insurance.

- (2) Commercial General Liability (including Premises-Operations; Independent Contractor's; Products and Completed Operations: Broad Form Property Damage):

i. Bodily Injury & Property Damage Combined Single Limit	\$1,000,000 each occurrence \$2,000,000 aggregate
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- ii. Covering the following hazards:

X (Explosion)
C (Collapse)
U (Underground)

- iii. Products and Completed Operations Insurance shall be maintained for a minimum of two years after final payment and the Contractor shall continue to provide evidence of such coverage to the Village on an annual basis during the two-year period.

- (3) Umbrella Excess Liability:

\$4,000,000 over Primary Commercial General Liability Insurance
\$10,000 Retention

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(4) Automobile Liability (owned, non-owned, hired):

Bodily Injury & Property Damage
 \$1,000,000 each occurrence combined single limit

H. The Bidder further agrees to cause contractual liability endorsements to be issued by the insurance companies and attached to the above-mentioned policies to include under the coverage therein extended an obligation on the part of the insurers to insure against Bidder's contractual liability hereunder and to indemnify the Village, and/or local Government Agency, and Agent against loss, liability, costs, expenses, attorney's fees and court costs, and further agrees that said coverage shall be afforded therein against all claims arising out of the operation of any structural work law or law imposing liability arising out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances. Endorsements to the Certificates of Insurance shall include as additional named insured the following:

NON-DISCRIMINATION

A. Bidder/Supplier shall, as a party to a public contract

- (1) Refrain from unlawful discrimination in employment and undertake affirmative action to assure equality of employment opportunity and eliminate the effects of past discrimination;
- (2) By submission of this proposal, the bidder/supplier certifies that he is an "equal opportunity employer" as defined by Section 2002(e) of Chapter 21, Title 42, U.S. Code Annotated and Executive Orders #11246 and #11375 (42 U.S.C., Section 2002 (e)); Exec. Order No. 11246, 30 F.R. 12319 (1965); Exec. Order No. 11375, 32 F.R. 14303 (1967) which are incorporated herein by reference. The Equal Opportunity Clause, Section 6.1 of the Rules and Regulations of the Department of Human Rights of the State of Illinois, is a material part of any contract awarded on the basis of this proposal.

B. It is unlawful to discriminate on the basis of race, color, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge for military service. Bidder/supplier shall comply with standards set forth in Title VII of the Civil Rights Act of 1964, 42 U.S.C. S2002 et seq. and The Human Rights Act of the State of Illinois (775 ILCS 5/1 - 101).

VENUE

The parties hereto agree that for purposes of any lawsuit(s) between them concerning the Contract, its enforcement, or the subject matter thereof, venue shall be in Cook County, Illinois, and the laws of the State of Illinois shall govern the cause of action.

CERTIFICATIONS FOR SUBMISSION OF BID

Certification to Enter into Public Contracts – 720 ILCS 5/33E-1. Bidder certifies that it is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code or any similar offense of any State of the United States which contains the same elements as the Illinois offenses of bid-rigging or bid rotating. Bidder shall execute the attached Certificate at Exhibit "A."

Payments to Illinois Department of Revenue. Bidder certifies that it is not delinquent in payment of any taxes to Illinois Department of Revenue – 65 ILCS 5/11-42.1-1. Bidder shall execute the attached Certificate at Exhibit "B."

SPECIFIC TERMS, CONDITIONS & INSTRUCTIONS

PROJECT OVERVIEW

To extend the life of fire hydrants as well as maintain aesthetics, Municipalities require the painting of hydrants. This entails sandblasting to remove previous paint layers, applying a single coat of primer and single coat of paint (specific to each Municipality). Some Municipalities may require a separate paint color on hydrant caps.

It is the intent of the Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Mount Prospect, Rolling Meadows, and Winnetka (collectively referred to as "Municipalities") to jointly bid the sandblasting and painting of municipal fire hydrants and award a Contract to a single Contractor. Through this joint bid process, the Municipalities are presenting an economy of scale to potential bidders, providing them with opportunities for increased revenues as well as reduced costs, which the bidders will in turn extend to the Municipalities via lower pricing.

The Village of Arlington Heights is conducting the bidding process on behalf of the Municipalities. Each of the Municipalities' manager, Board of Trustees or City Council as the case may be, will have the right to review and independently approve or reject the bid award and execute a Contract or Agreement.

CONTRACTOR RESPONSIBILITY

Contractors shall carefully examine all data made available in the Bid Documents, fully inform and familiarize themselves as to all existing conditions and limitations, the obstacles that may be encountered, and all relevant matters concerning the Work to be performed. Failure to do so will not relieve the Contractor from any obligations to comply strictly and fully with the terms of the Contract. No allowances or extra compensation shall be made for the failure of the Contractor to correctly estimate the nature and quantities of labor, equipment, materials, tools, transportation and warranties that are to be provided under this Contract.

MEETING

Once awarded, Contractor shall be required to attend a pre-construction meeting with the Local Government Agency to discuss the Work required in the Contract prior to the commencement of Work. At this time, or prior dependent on the Local Government Agency, the Contractor shall confirm hydrant products before any purchases are made.

ADDITIONAL WORK

Any alterations or modifications of the Work performed under this Contract shall be made only by written agreement between the Contractor and Local Government Agency, and shall be made prior to commencement of the altered or modified Work. No claim for any extra Work or materials shall be allowed unless pre-authorized by written agreement prior to commencement of said Work.

PROPOSAL PRICING

- I. Hydrant Painting
 - This price is a fixed price per hydrant for sandblasting, priming and painting a standard paint color for the entire hydrant (barrel and caps).
- II. Additional Color: Cap Painting
 - This price is an *additional* fixed price per hydrant for the painting of hydrant caps in a different color from the barrel or body of the hydrant to indicate water flow capacities. Colors may be blue, green, orange or red. The Local Government Agency shall work with the Contractor on color and paint manufacturer.

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VILLAGE OF ARLINGTON HEIGHTS

Program Overview

The Village of Arlington Heights owns, maintains, and operates an independent water system with approximately 3,409 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as East Jordan, Mueller, Kennedy, Traverse City, and Ludlow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

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touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF BANNOCKBURN

Program Overview

The Village Bannockburn owns, maintains, and operates an independent water system with approximately 977 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF BARRINGTON

Program Overview

The Village Bannockburn owns, maintains, and operates an independent water system with approximately 1,000 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Sher-Cryl Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Sher-Cryl Professional High Performance Acrylic, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF GLENVIEW

Program Overview

The Village of Glenview owns, maintains, and operates an independent water system with approximately 2,900 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as U.S. Pipe, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed. All Cleaning of spraying equipment must be done in a well-ventilated location away from public walk ways and vehicular traffic, in a responsible place for overspray to occur with containment.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper signage and traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, planting beds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

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CITY OF HIGHLAND PARK

Program Overview

The City of Highland Park owns, maintains, and operates an independent water system with approximately 1,773 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous, Mueller and Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Red* Urethane Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

CITY OF LAKE ZURICH

Program Overview

The City of Lake Zurich owns, maintains, and operates an independent water system with approximately 1,500 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, Clow, Kennedy, Waterous, Traverse City, Eddy, and M & H

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF MORTON GROVE

Program Overview

The Village of Morton Grove owns, maintains, and operates an independent water system with approximately 1,170 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as AP Smith, Eddy, Traverse City, and Waterous Pacers.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF MOUNT PROSPECT

Program Overview

The Village of Mount Prospect owns, maintains, and operates an independent water system with approximately 2,227 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Mueller, East Jordan and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

The Contractor shall paint all hydrant caps with specific colors in accordance with the pipe sizes that feed the hydrants. For 6" water mains, the contractor shall apply safety red rust-oleum professional high performance protection enamel to the caps. For 8" water mains, the contractor shall apply safety orange rust-oleum professional high performance protective enamel to the caps, and for 10" and larger water mains the contractor shall apply safety green rust-oleum professional high performance protective enamel. Maps will be provided to the contractor with the specific color coding of each hydrant.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 31.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not

limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

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CITY OF ROLLING MEADOWS

Program Overview

The City of Rolling Meadows owns, maintains, and operates an independent water system with approximately 1,493 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturers such as Waterous and Traverse City.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The City will make every effort to identify hydrants for painting that are nearby one another, however, the City may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the City's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the City 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the City immediately.

Painting

The Contractor shall paint all hydrants using Rust-Oleum Professional High Performance Primer, or approved equal (at City discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Red* Gloss Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the

hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the touch, the signage may be removed. Wet paint signage shall be approved by the City before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Public Works Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the City shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the City shall be sandblasted and painted by September 20.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the Work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the City).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the City that the workmanship is not sufficient and does not meet the City's standards, the Contractor shall return and make repairs to the satisfaction of the City at no additional cost. The City shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF WINNETKA

Program Overview

The Village Winnetka owns, maintains, and operates an independent water system with approximately 700 fire hydrants. The hydrants to be sandblasted represent a variety of makes from manufacturer Clow.

The Contractor shall provide all labor, equipment, materials, tools, and transportation to sandblast, prime and paint fire hydrants. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, to ensure access to the hydrant for the Contractor and minimize or eliminate any potential damage to vehicles or surrounding properties.

Scope of Work

The Contractor shall be responsible for sandblasting and painting selected hydrants. The Village will make every effort to identify hydrants for painting that are nearby one another, however, the Village may require a hydrant outside of the identified area be sandblasted and painted.

Technical Specifications

Hydrants shall be sandblasted, primed and painted in accordance with the following specifications.

Site Preparation and Protection

The Contractor shall place a protective barrier at the base of each hydrant prior to sandblasting. A protective enclosure shall be placed on top of the barrier at the base and around the fire hydrant to contain slag abrasive and prevent overspray. If necessary, the Village will barricade spaces in public parking areas, such as at the Village's train stations, at the request of the contractor to ensure access to the hydrant for the contractor and minimize any damage to vehicles. The contractor must submit requests to the Village 36 hours in advance.

Sandblasting

The Contractor shall remove all paint from fire hydrants using sandblasting. Any paint remaining on the hydrant shall be removed using a wire brush. Fire hydrants shall be completely free of old paint and grime prior to application of primer or paint. Any hydrants leaking after sandblasting shall be reported to the Village immediately.

Painting

The Contractor shall paint all hydrants using gray Rust-Oleum Professional High Performance Primer, or approved equal (at Village discretion), pursuant to the manufacturer's specifications for complete coverage. After the primer coat has completely dried, the Contractor shall apply *Safety Yellow* Rust-Oleum Professional High Performance Protective Enamel, or approved equal, pursuant to the manufacturer's specification for complete coverage.

Primer and paint shall be applied evenly to prevent drips. If primer or paint is applied using a spray method, the Contractor shall not spray hydrants on days when the wind exceeds twenty (20) mph unless a protective enclosure is used.

Hydrants shall not be left unprimed for any period of time after sandblasting. After application of the primer coat and/or top coat of paint, the Contractor shall place signage on or around the hydrant indicating that there is wet paint. After the primer coat or top coat of paint is dry to the

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touch, the signage may be removed. Wet paint signage shall be approved by the Village before use.

Site Clean-Up

The Contractor shall remove all trash, excess materials, barriers, enclosures, wrappers, and debris and return the site to its original condition at the end of the day or after painting has been completed.

Damage to Parkway

Damage to the parkway caused by the Contractor shall be repaired by the Contractor to its original state prior to the final invoice being paid. Damage to the parkway shall include, but not be limited to, cracking of concrete, damage to brick paver driveways, paint spills, and tire ruts in the ground.

Scheduling of Work

The Contractor shall schedule all work with the Water and Electric Director, or his/her designee. The sandblasting and painting of fire hydrants shall be performed during the hours of 7 am to 3 pm, Monday through Friday. In some instances, the Contractor may be required to sandblast and paint hydrants between the hours of 10 p.m. and 6 a.m. to avoid pedestrian and motor vehicle traffic. Should this be the case, the Village shall communicate with the Contractor of such request and discuss any additional costs that may be entailed. All hydrants identified by the Village shall be sandblasted and painted by October 1.

Work Zone Safety and Property Protection

The Contractor shall be responsible for all work zone safety including proper traffic control when necessary. The Contractor shall also be responsible for ensuring private property is not damaged while performing the work.

Damage to Private or Public Property

The Contractor shall take all necessary precautions to prevent damage to trees, grounds, driveways, curbs, sidewalks, structures, or other private property on or adjacent to the work site. Any damage shall be reported in writing to the property owner and the Public Works Department on the day of occurrence. Any damages shall be repaired at the Contractor's expense within ten (10) days of the occurrence (unless demonstrable reason for a delay can be shown with the consent of the Village).

Safety Data Sheets (SDS)

Contractor shall provide a copy of all Safety Data Sheets (SDS) for all products used.

Warranty

The Contractor shall provide, at a minimum, a one (1) year warranty against all workmanship beginning on the date of acceptance of the final invoice. Warranty items shall include, but are not limited to: chipping, fading, peeling, and improper thickness pursuant to the manufacturer's specifications.

If it is determined by the Village that the workmanship is not sufficient and does not meet the Village's standards, the Contractor shall return and make repairs to the satisfaction of the Village at no additional cost. The Village shall be the sole determiner of what constitutes satisfactory workmanship.

VILLAGE OF ARLINGTON HEIGHTS**BID PROPOSAL**

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights							
	1	1	Year 1, sandblasting and Painting	Per Hydrant	500		
	2	2	Year 2, sandblasting and Painting	Per Hydrant	500		
	3	3	Year 3, sandblasting and Painting	Per Hydrant	500		
Village of Arlington Heights TOTAL							1,500
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Bannockburn							
	4	4	Year 1, sandblasting and Painting	Per Hydrant	0		
	5	5	Year 2, sandblasting and Painting	Per Hydrant	0		
	6	6	Year 3, sandblasting and Painting	Per Hydrant	265		
Village of Bannockburn TOTAL							265
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Barrington							
	7	7	Year 1, sandblasting and Painting	Per Hydrant	100		
	8	8	Year 2, sandblasting and Painting	Per Hydrant	100		
	9	9	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Barrington TOTAL							300
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Glenview							
	10	10	Year 1, sandblasting and Painting	Per Hydrant	415		
	11	11	Year 2, sandblasting and Painting	Per Hydrant	590		
	12	12	Year 3, sandblasting and Painting	Per Hydrant	600		
City of Highland Park TOTAL							
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Highland Park							
	13	13	Year 1, sandblasting and Painting	Per Hydrant	0		
	14	14	Year 2, sandblasting and Painting	Per Hydrant	0		
	15	15	Year 3, sandblasting and Painting	Per Hydrant	Per unit price		
City of Highland Park TOTAL							

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Lake Zurich						
16	16	Year 1, sandblasting and Painting	Per Hydrant	300		
17	17	Year 2, sandblasting and Painting	Per Hydrant	300		
18	18	Year 3, sandblasting and Painting	Per Hydrant	300		
Village of Lake Zurich TOTAL						900
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Morton Grove						
19	19	Year 1, sandblasting and Painting	Per Hydrant	100		
20	20	Year 2, sandblasting and Painting	Per Hydrant	100		
21	21	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Morton Grove TOTAL						300
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Mount Prospect						
22	22	Year 1, sandblasting and Painting	Per Hydrant	400		
23	23	Year 2, sandblasting and Painting	Per Hydrant	400		
24	24	Year 3, sandblasting and Painting	Per Hydrant	400		
Village of Mount Prospect TOTAL						1,200
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Rolling Meadows						
				250 – Or per unit price up to budget		
25	25	Year 1, sandblasting and Painting	Per Hydrant			
26	26	Year 2, sandblasting and Painting	Per Hydrant	0		
27	27	Year 3, sandblasting and Painting	Per Hydrant	0		
City of Rolling Meadows TOTAL						250
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Winnetka						
28	28	Year 1, sandblasting and Painting	Per Hydrant	175		
29	29	Year 2, sandblasting and Painting	Per Hydrant	175		
30	30	Year 3, sandblasting and Painting	Per Hydrant	175		
Village of Winnetka TOTAL						525

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price							
	31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1		
	33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1		

BIDDERS MUST PROPERLY FILL OUT THE FOLLOWING FORMS:

1. The Bid Proposal Form must be signed by an authorized agent. The seal, if applicable, must be affixed. The unit price(s), amount(s), delivery date(s), date of signature, warranty(s) and any other relevant information must be stated. The question concerning compliance with specifications must also be answered.
2. The Performance Reference Form located in the body of the general terms, conditions and instruction section must also be properly filled out.

IF THESE TWO FORMS ARE NOT PROPERLY FILLED OUT, THE BID MAY BE REJECTED.

The successful Bidder will be required to agree to and sign the Village of Arlington Heights contract and exhibits (certification under 720 ILCS 5/33E-11, Sexual Harassment Policy, Illinois Department of Revenue tax compliance certification, Contractor certification related to the Federal Highway Administration Rules on Controlled Substances and Alcohol Use and Testing, and payroll certification) that follow this page. These documents may be required to be completed at the time the Bid is submitted.

CONTRACTOR REFERENCES

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

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/ _____

Telephone Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

Municipality: _____

Address: _____

City, State, Zip Code: _____

Contact Person/Telephone _____

Number: _____

Dates of Service/Award _____

Amount: _____

DISQUALIFICATION OF CERTAIN BIDDERS**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

(Signature of Offeror if the Offeror is an Individual)
 (Signature of Partner if the Offeror is a Partnership)
 (Signature of Officer if the Offeror is a Corporation)

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

Subscribed and Sworn to this _____ day of _____, 2019

 Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2024

Notary Public

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

CONFFLICT OF INTEREST

_____, hereby certifies that

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

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Arlington Heights may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

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

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this _____ day of _____, 2024

Notary Public

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

TAX COMPLIANCE AFFIDAVIT

_____, being first duly sworn,
deposes and says that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

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

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

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

Subscribed and Sworn to this _____ day of _____, 2024

Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

PARTICIPATION AFFIDAVIT

_____, being first duly sworn,
deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures,
735 ILCS 5/1-

109, that he is _____
(Partner, Officer, Owner, Etc.)
of _____
(Contractor)

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

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

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

Subscribed and Sworn to this _____ day of _____, 2024

Notary Public

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

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT PAINTING

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Arlington Heights** ("Owner") this _____ day of _____, 2024

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: _____

Title: _____

Auto-Owners
INSURANCE

LIFE • HOME • CAR • BUSINESS

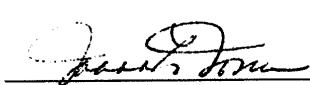
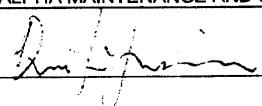
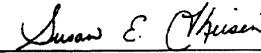
BOND NUMBER: BD159168**BID BOND****KNOW ALL MEN BY THESE PRESENTS:**

That we, ALPHA MAINTENANCE AND SERVICES INC 9820 HAEGERS BEND RD ALGONQUIN, IL 60102-9653 as Principal, hereinafter called the Principal, and Auto-Owners Insurance Company as Surety, hereinafter called the Surety, are held and firmly bound unto VILLAGE OF ARLINGTON HEIGHTS 33 S ARLINGTON HEIGHTS RD, ARLINGTON HEIGHTS IL 60005-1403 as Obligee, hereinafter called the Obligee, in the penal sum of Five percent of bid dollars (5% of attached bid) for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for FIRE HYDRANT PAINTING

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this 14TH day of FEBRUARY, 2024.

 Jason D. Jones Witness  Doug Johnson Principal
 ALPHA MAINTENANCE AND SERVICES INC By Auto-Owners Insurance Company Surety
 Susan E. Theisen Witness  Niki Conway Attorney-in-Fact

29392 (01-18)

DATE AND ATTACH TO ORIGINAL BOND
AUTO-OWNERS INSURANCE COMPANY

**LANSING, MICHIGAN
POWER OF ATTORNEY**

NO. BD159168

KNOW ALL MEN BY THESE PRESENTS: That the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, a Michigan Corporation, having its principal office at Lansing, County of Eaton, State of Michigan, adopted the following Resolution by the directors of the Company on January 27, 1971, to wit:

"RESOLVED. That the President or any Vice President or Secretary or Assistant Secretary of the Company shall have the power and authority to appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity, and other writings obligatory in the nature thereof. Signatures of officers and seal of Company imprinted on such powers of attorney by facsimile shall have same force and effect as if manually affixed. Said officers may at any time remove and revoke the authority of any such appointee."

Does hereby constitute and appoint Niki Conway

its true and lawful attorney(s)-in-fact, to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and the execution of such instrument(s) shall be as binding upon the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

IN WITNESS WHEREOF, the AUTO-OWNERS INSURANCE COMPANY AT LANSING, MICHIGAN, has caused this to be signed by its authorized officer this 1st day of February, 2020.

Andrea Lindemeyer  Senior Vice President

STATE OF MICHIGAN } ss.
COUNTY OF EATON }

On this 1st day of February, 2020, before me personally came Andrea Lindemeyer, to me known, who being duly sworn, did depose and say that they are Andrea Lindemeyer, Senior Vice President of AUTO-OWNERS INSURANCE COMPANY, the corporation described in and which executed the above instrument, that they know the seal of said corporation, that the seal affixed to said instrument is such Corporate Seal, and that they received said instrument on behalf of the corporation by authority of their office pursuant to a Resolution of the Board of Directors of said corporation.

My commission expires July 16th 2025.

Sandra M. Jones

Notary Public

STATE OF MICHIGAN }
COUNTY OF EATON } ss.

I, the undersigned First Vice President, Secretary and General Counsel of AUTO-OWNERS INSURANCE COMPANY, do hereby certify that the authority to issue a power of attorney as outlined in the above board of directors resolution remains in full force and effect as written and has not been revoked and the resolution as set forth is now in force.

Signed and sealed at Lansing, Michigan. Dated this 14th day of February, 2024.



William F. Woodbury
William F. Woodbury, First Vice President

William F. Woodbury, First Vice President, Secretary and General Counsel

2940 (10-17)

Print Date: 02/14/2024 Print Time: 04:13:06 PM



Bond Number BD159168

ACKNOWLEDGEMENT BY SURETY

STATE OF MICHIGAN

County of Eaton

On this 14TH day of FEBRUARY, 2024, before me personally appeared Niki Conway, known to me to be the Attorney-in-Fact of Auto-Owners Insurance Company, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.



Sandra M. Jones

Sandra M. Jones
Notary Public in the State of Michigan
County of Eaton

SANDRA M. JONES
NOTARY PUBLIC-STATE OF MICHIGAN
COUNTY OF EATON
My Commission Expires July 18, 2025
Acting in the County of Eaton

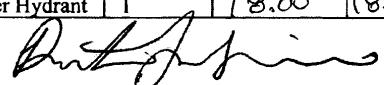
Print Date: 02/14/2024 Print Time: 04:13:06 PM

VILLAGE OF ARLINGTON HEIGHTS

BID PROPOSAL

	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights							
	1	1	Year 1, sandblasting and Painting	Per Hydrant	500	90-	\$45,000
	2	2	Year 2, sandblasting and Painting	Per Hydrant	500	93-	\$46,500
	3	3	Year 3, sandblasting and Painting	Per Hydrant	500	96-	\$48,000
Village of Arlington Heights TOTAL							1,500
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Bannockburn							
	4	4	Year 1, sandblasting and Painting	Per Hydrant	0	90-	\$0-
	5	5	Year 2, sandblasting and Painting	Per Hydrant	0	93-	\$0-
	6	6	Year 3, sandblasting and Painting	Per Hydrant	265	96-	\$25,440
Village of Bannockburn TOTAL							265
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Barrington							
	7	7	Year 1, sandblasting and Painting	Per Hydrant	100	90-	\$9,000
	8	8	Year 2, sandblasting and Painting	Per Hydrant	100	93-	\$9,300
	9	9	Year 3, sandblasting and Painting	Per Hydrant	100	96-	\$9,600
Village of Barrington TOTAL							300
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Glenview							
	10	10	Year 1, sandblasting and Painting	Per Hydrant	415	90-	\$37,350
	11	11	Year 2, sandblasting and Painting	Per Hydrant	590	93-	\$54,870
	12	12	Year 3, sandblasting and Painting	Per Hydrant	600	96-	\$57,600
Village of Glenview TOTAL							1605
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Highland Park							
	13	13	Year 1, sandblasting and Painting	Per Hydrant	400	90-	\$36,000
	14	14	Year 2, sandblasting and Painting	Per Hydrant	400	93-	\$37,200
	15	15	Year 3, sandblasting and Painting	Per Hydrant	400	96-	\$38,400
City of Highland Park TOTAL							1200
	Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Lake Zurich							
	16	16	Year 1, sandblasting and Painting	Per Hydrant	300	90-	\$27,000

17	17	Year 2, sandblasting and Painting	Per Hydrant	300	93 -	\$ 27,900
18	18	Year 3, sandblasting and Painting	Per Hydrant	300	96 -	\$ 28,800
Village of Lake Zurich TOTAL						900
<hr/>						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Morton Grove						
19	19	Year 1, sandblasting and Painting	Per Hydrant	100	90 -	\$ 9,000
20	20	Year 2, sandblasting and Painting	Per Hydrant	100	93 -	\$ 9,300
21	21	Year 3, sandblasting and Painting	Per Hydrant	100	96 -	\$ 9,600
Village of Morton Grove TOTAL						300
<hr/>						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Mount Prospect						
22	22	Year 1, sandblasting and Painting	Per Hydrant	400	90 -	\$ 36,000
23	23	Year 2, sandblasting and Painting	Per Hydrant	400	93 -	\$ 37,200
24	24	Year 3, sandblasting and Painting	Per Hydrant	400	96 -	\$ 38,400
Village of Mount Prospect TOTAL						1,200
<hr/>						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Rolling Meadows						
25	25	Year 1, sandblasting and Painting	Per Hydrant	250 - Or per unit price up to budget	90 -	\$ 22,500
26	26	Year 2, sandblasting and Painting	Per Hydrant	0	93 -	\$ 0
27	27	Year 3, sandblasting and Painting	Per Hydrant	0	96 -	\$ 0
City of Rolling Meadows TOTAL						250
<hr/>						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Winnetka						
28	28	Year 1, sandblasting and Painting	Per Hydrant	175	90 -	\$ 15,750
29	29	Year 2, sandblasting and Painting	Per Hydrant	175	93 -	\$ 16,225
30	30	Year 3, sandblasting and Painting	Per Hydrant	175	96 -	\$ 16,800
Village of Winnetka TOTAL						525
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Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price						
31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1	17.00	17.00
32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1	17.50	17.50
33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1	18.00	18.00



X These references were done under Alpha Paintworks, we are now operating under Alpha Maintenance Services.

CONTRACTOR REFERENCES

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

Municipality:

Argington Heights - Fire Hydrant Painting

Address:

City, State, Zip Code:

Contact Person/

Telephone Number:

Dates of Service/Award

Amount:

John Drexel - (847) 368-5839

2021-2023 Approximately \$65,000 per year (600 Hydrants)
3 years

Municipality:

Algonquin - Fire Hydrant Painting

Address:

110 Mitchard Way - Public Works Department

City, State, Zip Code:

Algonquin, Illinois 60102

Contact Person/Telephone

Number:

Dates of Service/Award

Amount:

Jason Miller - (847) 658-2754 Utilities Supervisor

Spring 2023 \$75,000 (930 Hydrants)

Municipality:

Glenview - Fire Hydrant Painting

Address:

2498 E Lake Ave - Public Works Department

City, State, Zip Code:

Glenview, Illinois 60026

Contact Person/Telephone

Number:

Dates of Service/Award

Amount:

John Fragassi - (847) 376-0152

Previous 10 years Approximately \$30,000 per year

Municipality:

Highland Park - Fire Hydrant Painting

Address:

1707 St. Johns Ave - Public Works Department

City, State, Zip Code:

Highland Park, Illinois 60035

Contact Person/Telephone

Number:

Dates of Service/Award

Amount:

Bill Painter - (847) 926-1151

5 years 2019-2023 Approximately \$35,000 per year

Municipality:

Mount Prospect - Fire Hydrant Painting

Address:

1700 W Central Rd - Public Works Department

City, State, Zip Code:

Mount Prospect, Illinois 60056

Contact Person/Telephone

Number:

Dates of Service/Award

Amount:

Casey Butterman (312) 975-0883

5 years 2019-2023 \$45,000 a year approximately

DISQUALIFICATION OF CERTAIN BIDDERS**PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION**

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

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

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

By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.



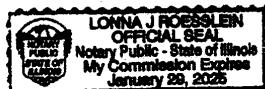
(Signature of Offeror if the Offeror is an Individual)

(Signature of Partner if the Offeror is a Partnership)

(Signature of Officer if the Offeror is a Corporation)

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

Subscribed and Sworn to this 19 day of February, 2024




Notary Public

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

ANTI-COLLUSION AFFIDAVIT AND CONTRACTOR'S CERTIFICATION

Dimitrios Korkotigas, being first duly sworn,

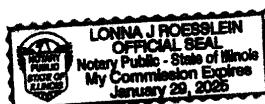
deposes and says that he is Owner
(Partner, Officer, Owner, Etc.)
of Alpha Maintenance & Services Inc.
(Contractor)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed contract.

The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Dimitrios Korkotigas
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.
Subscribed and Sworn to this 19 day of February, 2024



Lonna J. Roesslein
Notary Public

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

CONFFLICT OF INTEREST

Alpha Maintenance Services Inc.

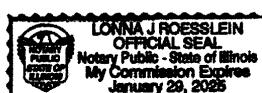
Dimitrios Korkoligas, hereby certifies that

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

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Village of Arlington Heights may disqualify the bid or the affected the Municipality may void any award and acceptance that the Municipality has made.

Dimitrios Korkoligas
(Name of Bidder if the Bidder is an Individual)
(Name of Partner if the Bidder is a Partnership)
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.
Subscribed and Sworn to this 19 day of February, 2024



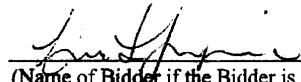
Lonna Roesslein
Notary Public

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

TAX COMPLIANCE AFFIDAVIT

Dimitrios Korkofigas, being first duly sworn,
 deposes and says that he is Owner
 (Partner, Officer, Owner, Etc.)
 of Alpha Maintenance & Services Inc.
 (Contractor)

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


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

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

Subscribed and Sworn to this 19 day of February, 2024




 Notary Public

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

PARTICIPATION AFFIDAVIT

Jim Flores Kortkampes, being first duly sworn,

deposes and says, under penalties as provided in Section -109 of the Illinois Code of Civil Procedures, 735 ILCS 5/1-

109, that he is Owner
 (Partner, Officer, Owner, Etc.)
 of Alpha Maintenance & Services Inc.
 (Contractor)

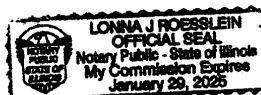
The individual or entity making the foregoing proposal or bid certifies that the Contractor or Subcontractor, respectively, is not barred from being awarded a contract or subcontract pursuant to 30 ILCS 500/50-10. Additionally, the Contractor or Subcontractor, respectively, certifies he/she is not suspended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



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

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

Subscribed and Sworn to this 19 day of February, 2024





 Notary Public

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

SUB-CONTRACTOR INFORMATION

(ATTACH ADDITIONAL PAGES AS NEEDED)

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

NOT USED

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

Name: _____ # Years in Business: _____

Address: _____ # Years used by Contractor: _____

Services provided by Sub-Contractor: _____

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

**ADDENDUM NO. 1
VILLAGE OF ARLINGTON HEIGHTS,
HYDRANT PAINTING MPI**

BIDDER hereby acknowledges receipt of Addendum No. 1

Company Name.....: Alpha Maintenance Services Inc.
By: Dimitris
Print Name: Dimitrios Korkefigas
Position/Title.....: President
Date: February 19, 2024

Note: This Addendum shall be included with and is considered part of the bid documents. Include this original in your bid.

Failure to return this form may result in disqualification of the Bidder

**ADDENDUM NO. 1
VILLAGE OF ARLINGTON HEIGHTS
HYDRANT PAINTING MPI
2/12/24**

The following addendum has been issued and will be part of the bidding and contract documents for this bid. The bidder shall acknowledge receipt of this addendum and its inclusion to this bid by signing page 5 of the addendum and submitting it with your sealed bid.

Bid Proposal Page:

- The quantity for the City of Highland Park has been updated. A revised Bid Proposal Page has been included below.

Performance Bond:

- As clarification, the Performance Bond should be issued individually to each municipality based on the Hydrants awarded.

VILLAGE OF ARLINGTON HEIGHTS**BID PROPOSAL**

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Arlington Heights						
1	1	Year 1, sandblasting and Painting	Per Hydrant	500		
2	2	Year 2, sandblasting and Painting	Per Hydrant	500		
3	3	Year 3, sandblasting and Painting	Per Hydrant	500		
Village of Arlington Heights TOTAL						1,500
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Bannockburn						
4	4	Year 1, sandblasting and Painting	Per Hydrant	0		
5	5	Year 2, sandblasting and Painting	Per Hydrant	0		
6	6	Year 3, sandblasting and Painting	Per Hydrant	265		
Village of Bannockburn TOTAL						265
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Barrington						
7	7	Year 1, sandblasting and Painting	Per Hydrant	100		
8	8	Year 2, sandblasting and Painting	Per Hydrant	100		
9	9	Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Barrington TOTAL						300
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Glenview						
10	10	Year 1, sandblasting and Painting	Per Hydrant	415		
11	11	Year 2, sandblasting and Painting	Per Hydrant	590		
12	12	Year 3, sandblasting and Painting	Per Hydrant	600		
City of Highland Park TOTAL						
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Highland Park						
13	13	Year 1, sandblasting and Painting	Per Hydrant	400		
14	14	Year 2, sandblasting and Painting	Per Hydrant	400		
15	15	Year 3, sandblasting and Painting	Per Hydrant	400		
City of Highland Park TOTAL						

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Lake Zurich						
	16	16 Year 1, sandblasting and Painting	Per Hydrant	300		
	17	17 Year 2, sandblasting and Painting	Per Hydrant	300		
	18	18 Year 3, sandblasting and Painting	Per Hydrant	300		
Village of Lake Zurich TOTAL						900
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Morton Grove						
	19	19 Year 1, sandblasting and Painting	Per Hydrant	100		
	20	20 Year 2, sandblasting and Painting	Per Hydrant	100		
	21	21 Year 3, sandblasting and Painting	Per Hydrant	100		
Village of Morton Grove TOTAL						300
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Mount Prospect						
	22	22 Year 1, sandblasting and Painting	Per Hydrant	400		
	23	23 Year 2, sandblasting and Painting	Per Hydrant	400		
	24	24 Year 3, sandblasting and Painting	Per Hydrant	400		
Village of Mount Prospect TOTAL						1,200
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
City of Rolling Meadows						
					250 – Or per unit price up to budget	
	25	25 Year 1, sandblasting and Painting	Per Hydrant	0		
	26	26 Year 2, sandblasting and Painting	Per Hydrant	0		
	27	27 Year 3, sandblasting and Painting	Per Hydrant	0		
City of Rolling Meadows TOTAL						250
Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Village of Winnetka						
	28	28 Year 1, sandblasting and Painting	Per Hydrant	175		
	29	29 Year 2, sandblasting and Painting	Per Hydrant	175		
	30	30 Year 3, sandblasting and Painting	Per Hydrant	175		
Village of Winnetka TOTAL						525

Line Item	Item Code	Item Description	UofM	Quantity	Unit Price	Extension
Additional Color: Cap Painting Unit Price						
31	31	Year 1, hydrant Caps Different Color	Per Hydrant	1		
32	32	Year 1, hydrant Caps Different Color	Per Hydrant	1		
33	33	Year 1, hydrant Caps Different Color	Per Hydrant	1		

BIDDER'S ACKNOWLEDGMENT OF RECEIPT

**ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS,
HYDRANT PAINTING MPI**

BIDDER hereby acknowledges receipt of Addendum No. 2

Company Name.....: Alpha Maintenance & Services Inc.
By: Dimitris Korkotigas
Print Name: Dimitris Korkotigas
Position/Title.....: President
Date: February 20, 2024

Note: This Addendum shall be included with and is considered part of the bid documents. Include this original in your bid.

Failure to return this form may result in disqualification of the Bidder

**ADDENDUM NO. 2
VILLAGE OF ARLINGTON HEIGHTS
HYDRANT PAINTING MPI
2/20/24**

The following addendum has been issued and will be part of the bidding and contract documents for this bid. The bidder shall acknowledge receipt of this addendum and its inclusion to this bid by signing page 4 of the addendum and submitting it with your sealed bid.

Bid Proposal Page: The Bid Proposal Page has been adjusted with 3 small changes. Please note the individual quantities have **NOT** been changed with this addendum.

- The total line for the “Village of Glenview Total” had the wrong name and has been updated with the correct name.
- The total for the 3 years for the Village of Glenview has been.
- The total for the 3 years for the City of Highland Park has been added.

**APPENDIX A
AGREEMENT ACCEPTANCE**

HYDRANT PAINTING

ACCEPTANCE

The Contract/Proposal attached hereto and by this reference incorporated herein and made a part hereof is hereby accepted by the order of **Village of Arlington Heights** ("Owner") this _____ day of _____, 2024

This Acceptance, together with the Contract/Proposal attached hereto, constitutes the entire and only agreement between the parties relating to the accomplishment of the Work and the compensation therefore and supersedes and merges any other prior or contemporaneous discussions, agreements, or understandings, whether written or oral, and shall prevail over any contradictory or inconsistent terms or conditions contained in any purchase order, acceptance, acknowledgement, invoice, or other standard form used by the parties in the performance of the Contract/Proposal. Any such contradictory or inconsistent terms or conditions shall be deemed objected to by Owner without further notice of objection and shall be of no effect nor in any circumstances binding upon Owner unless accepted by Owner in a written document plainly labeled "Amendment to Contract/Proposal." Acceptance or rejection by Owner or any such contradictory or inconsistent terms or conditions shall not constitute acceptance of any other contradictory or inconsistent terms or conditions.

by: _____

Title: _____



Village Board
3/18/2024

Item: Hydrant Painting Services 2024 - Contract Award
Department: Public Works

The 2024 budget include \$70,000 for hydrant painting services. The Village's Hydrant Painting Program is designed to paint 600 hydrants each year, until all 3,800 Village-owned hydrants are painted. The painting process includes a complete sandblasting of the entire hydrant down to the metal, prior to being completely repainted. Painting hydrants is essential in maintaining the water system and providing fire protection for the community. In addition, properly painted hydrants assist the first responders to quickly identify hydrants in emergencies, makes routine repairs easier for maintenance crews, and are more aesthetically pleasing to the community.

The Municipal Partnering Initiative (MPI) is a cooperative of local municipalities that jointly bid on similar projects to reduce administrative expenses and obtain improved unit prices through economies of scale.

Bids were advertised publicly for Hydrant Painting in February 2024. This MPI bid was jointly bid for the following communities: Arlington Heights, Bannockburn, Barrington, Glenview, Highland Park, Lake Zurich, Morton Grove, Rolling Meadows, and Winnetka.

Bidder **Arlington Heights Base Bid**

BP&T Construction	\$40,000
Alpha Maintenance & Service Inc.	\$45,000
Muscat Painting	\$49,390
Taza Construction	\$57,800

Read Feather Group (Bidder disqualified) \$39,250

Of the five companies that bid on the project, four met the bid requirements and specifications. The apparent low bid received was from BP&T Construction. Following discussions with the bid group, there are concerns regarding past performance with participating communities. Therefore, Staff is recommending that the Village Board reject the low bid and award a contract to the second lowest bidder, Alpha Maintenance & Service Inc.

Alpha Maintenance & Service Inc. has previously performed services for the Village, and the other participating MPI communities, and staff has been satisfied with their level of service and performance.

Funds for these services are available in Account No. 505-7201-521300.

RECOMMENDATION

It is recommended that the Village Board award a three-year contract for Hydrant Painting Services to the second lowest bidder, Alpha Maintenance & Services Inc. of Chicago, Illinois, at unit bid prices up to the budgeted amount, and authorize Staff to execute the necessary documents.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: August 25, 2025

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Public Works Director

Subject: **Bid Award: 2025 Well 12 and Ela Township Driveway Improvements**

ACENDAITEM

7/31

Issue: The FY 2025 budget includes funding in the Water and Sewer budget for pavement rehabilitation and improvements for the Well 12 parking lot, and repairs to the Ela Township/Knox Park parking lot from a watermain break in winter of 2024.

Background: The resurfacing of the parking lots was budgeted in FY 2025 as part of the Village's Community Investment Program. As part of this work, the Well 12 driveway is recommended to receive an asphalt overlay, while the Ela Township driveway is recommended for full reconstruction using traditional methods to address its current condition due to the subgrade damage from the water main break.

The need for Village action on the Ela Township driveway stems from a water main break that occurred during the winter. During the break, water migrated into the driveway base, froze, and caused heaving that weakened the underlying structure, making reconstruction necessary.

Analysis: The bid opening on July 30th, 2025 yielded one (1) bids. The bid results are shown on the next page.

The only responsible bid was received from Chicagoland Paving of Lake Zurich, Illinois. The Village has contracted with Chicagoland Paving on previous paving projects and has found the company to be a competent and reputable contractor.

Village of Lake Zurich, Illinois
 2025 Well 12 and Ela Driveway Replacement Project
 Bid Date/Time: July 30, 2025 at 10:00 AM

No	Item	Unit	Ela Driveway	Well 12	Total	Engineer's Estimate		Chicagoland Paving	
BASE BID: VARIOUS PARKING LOT IMPROVEMENTS									
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	0	100	100	\$10.00	\$1,003.33	\$10.00	\$1,000.00
44000100	PAVEMENT REMOVAL	SY	832	-	832	\$4.00	\$3,328.00	\$20.00	\$16,000.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	185	60	245	\$40.90	\$10,029.10	\$20.00	\$4,900.00
35102000	AGGREGATE BASE COURSE, TYPE B 8"	SY	832	120	952	\$14.07	\$13,397.43	\$7.00	\$6,440.00
35800100	PREPARATION OF BASE	SY	832		832	\$4.00	\$3,328.00	\$2.50	\$2,000.00
44201692	CLASS D PATCHES, TYPE II, 4 INCH	SY	0	122	122	\$42.00	\$5,133.33	\$25.00	\$3,050.00
21400100	GRADING AND SHAPING DITCHES	CY	0	20	20	\$49.10	\$982.00	\$75.00	\$1,500.00
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", NS0	TON	95.97952	150	246	\$117.52	\$28,907.48	\$140.00	\$38,920.00
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NS0	TON	195.6964	30	225	\$109.38	\$24,647.05	\$100.00	\$17,100.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	LB	374.4	550	924	\$0.01	\$9.24	\$0.01	\$9.24
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	83.2	122	205	\$1.99	\$408.79	\$1.00	\$200.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CY	30	15	45	\$65.28	\$2,944.28	\$20.00	\$880.00
60266600	VALVE BOXES TO BE ADJUSTED	EACH	0	1	1	\$500.00	\$500.00	\$250.00	\$250.00
60265700	VALVE VAULTS TO BE ADJUSTED	EACH	0	1	1	\$500.00	\$500.00	\$250.00	\$250.00
60260100	INLETS TO BE ADJUSTED	EACH	0	2	2	\$456.60	\$913.21	\$350.00	\$700.00
25000210	SEEDING, CLASS 2A	ACRE	0	0.05	0	\$5,000.00	\$250.00	\$10,000.00	\$600.00
25100630	EROSION CONTROL BLANKET	SY	200		200	\$4.00	\$800.00	\$2.50	\$750.00
21101605	TOPSOIL FURNISH AND PLACE, 2"	SY		200	200	\$3.00	\$600.00	\$5.00	\$1,000.00
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	LP	15	-	15	\$2.05	\$30.72	\$260.00	\$3,900.00
67100100	MOBILIZATION	LS	0.5	0.5	1	\$10,000.00	\$10,000.00	\$24,450.76	\$24,450.76
26	Erosion Control Complete	LS	0.5	0.5	1	\$1,000.00	\$1,000.00	\$1,000.00	\$1,000.00
27	Traffic Control & Protection	LS	0.5	0.5	1	\$1,000.00	\$1,000.00	\$100.00	\$100.00
TOTAL BASE BID							\$109,711.97		\$125,000.00

SUBMIT WITH BID

Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTSFORM OF PROPOSALTO: Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 6004725-375 9785999
BID DATE: 7-30-25
BID TIME: 10:00
COMPLETE DATE/DAYS 10-15-25 5%FROM: _____
CONTRACTORChicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

RECEIVED

JUL 30 2025

CITY STATE ZIP CODE
847 550 9681

TELEPHONE NUMBER

William R. Bowes
CONTRACTOR'S CONTACT FOR THIS BIDoffice@chicagolandpaving.com
E-MAIL

Gentlemen:

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents prepared by Manhard Consulting, Ltd., 1 Overlook Point, Suite 290, Lincolnshire, Illinois 60069, and entitled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS

DATED: July 16th, 2025

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

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items, Bidder will perform the work as altered, increased, or decreased at the contract unit prices.

Page 11 of 54

SUBMIT WITH BID

Village of Lake Zurich, Illinois
 2025 Parking Lot Replacement Program
 Bid Date/Time: July 30th, 2024 at 10:00 AM

No	Item	Unit	Ela Driveway Quantity	Well 12 Quantity	Total	Unit Cost	Total Cost
BASE BID: VARIOUS PARKING LOT IMPROVEMENTS							
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	185	60	245	20-	4,900-
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	83	117	200	1-	200-
21101605	TOPSOIL FURNISH AND PLACE, 2"	SY	0	200	200	5-	1,000-
21400100	GRADING AND SHAPING DITCHES	CY	0	20	20	75-	1,500-
25000210	SEEDING, CLASS 2A	ACRE	0	0.06	0.06	10,000-	600-
25100630	EROSION CONTROL BLANKET	SY	0	300	300	2.50	750-
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CY	29	15	44	20-	880-
35102000	AGGREGATE BASE COURSE, TYPE B 8"	SY	800	120	920	7-	6,440-
35800100	PREPARATION OF BASE	SY	800		800	2.50	2,000-
40600290	BITUMINOUS MATERIALS (TACK COAT)	LB	374	550	924	.01	9.24
40603080	HOT-MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	141	30	171	100-	17,100-
40604060	HOT-MIX ASPHALT SURFACE COURSE, IL-9.5, MIX "D", N50	TON	92	185	278	140-	38,920-
44000100	PAVEMENT REMOVAL	SY	800	-	800	20-	16,000-
44000157	HOT-MIX ASPHALT SURFACE REMOVAL, 2"	SY	0	100	100	10-	1,000-
44201692	CLASS D PATCHES, TYPE II, 4 INCH	SY	0	122	122	25-	3,050-
60260100	INLETS TO BE ADJUSTED	EACH	0	2	2	350-	700-
60265700	VALVE VAULTS TO BE ADJUSTED	EACH	0	1	1	250-	250-
60266600	VALVE BOXES TO BE ADJUSTED	EACH	0	1	1	250-	250-
67100100	MOBILIZATION	LS	0.5	0.5	1	24,450.76	24,450.76
78000650	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	LF	15	-	15	260-	3,900-
EC1	EROSION AND SEDIMENT CONTROL	LS	0.5	0.5	1	1,000-	1,000-
X7010216	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	0.5	0.5	1	100-	100-

TOTAL BASE BID **125,000-**

TOTAL BASE BID PLUS ALTERNATE BID

PLACE TAB HERE

Prepared By: Manhard Consulting, Ltd.
 One Overlook Point, Suite 290
 Lincolnshire, Illinois 60069

NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recapture costs, consultant fees, landscaping, dewatering, maintenance, bonds or the like.

Lake Zurich - Well 12 and Ela Township

25-375

Item #	Items	Unit	Quantity	Unit Price	Total
1	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CY	245	\$ 20.00	\$ 4,900.00
2	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SY	200	\$ 1.00	\$ 200.00
3	TOPSOIL FURNISH AND PLACE, 2"	SY	200	\$ 5.00	\$ 1,000.00
4	GRADING AND SHAPING DITCHES	CY	20	\$ 75.00	\$ 1,500.00
5	SEEDING, CLASS 2A	ACRE	0.06	\$ 10,000.00	\$ 600.00
6	EROSION CONTROL BLANKET	SY	300	\$ 2.50	\$ 750.00
7	AGGREGATE SUBGRADE IMPROVEMENT	CY	44	\$ 20.00	\$ 880.00
8	AGGREGATE BASE COURSE, TYPE B, 8"	SY	920	\$ 7.00	\$ 6,440.00
9	PREPARATION OF BASE	SY	800	\$ 2.50	\$ 2,000.00
10	BITUMINOUS MATERIALS (TACK COAT)	POUND	924	\$ 0.01	\$ 9.24
11	HOT MIX ASPHALT BINDER COURSE, IL-19.0, N50	TON	171	\$ 100.00	\$ 17,100.00
12	HOT MIX ASPHALT SURFACE COURSE, IL-9.5, MIX D, N50	TON	278	\$ 140.00	\$ 38,920.00
13	PAVEMENT REMOVAL	SY	800	\$ 20.00	\$ 16,000.00
14	HOT MIX ASPHALT SURFACE REMOVAL, 2"	SY	100	\$ 10.00	\$ 1,000.00
15	CLASS D PATCHES, TYPE II, 4"	SY	122	\$ 25.00	\$ 3,050.00
16	INLETS TO BE ADJUSTED	EACH	2	\$ 350.00	\$ 700.00
17	VALVE VAULTS TO BE ADJUSTED	EACH	1	\$ 250.00	\$ 250.00
18	VALVE BOXES TO BE ADJUSTED	EACH	1	\$ 250.00	\$ 250.00
19	MOBILIZATION	LS	1	\$ 24,450.76	\$ 24,450.76
20	THERMOPLASTIC PAVEMENT MARKING - LINE 24"	FT	15	\$ 260.00	\$ 3,900.00
21	EROSION AND SEDIMENT CONTROL	LS	1	\$ 1,000.00	\$ 1,000.00
22	TRAFFIC CONTROL AND PROTECTION, SPECIAL	LS	1	\$ 100.00	\$ 100.00
				TOTAL	\$ 125,000.00

SUBMIT WITH BID

Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS

Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) calendar days after the date of written notice of the award of the Contract to him.

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

Unless granted additional time in writing by the Owner, the undersigned agrees to complete the work within (30) calendar days after the start of work and all work must be completed by October 15th, 2025.

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

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for five percent (5%) of the total bid price, made payable to the Village of Lake Zurich.

The amount of the check or draft is: _____

bid bond (\$ 5%).
(Fill in Amount)
Contractor to fill in Amount

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

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices and lump sum where

SUBMIT WITH BID

Village of Lake Zurich

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applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

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SUBMIT WITH BID

Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS

SUBMITTED:

Date



Attest:

Secretary



CONTRACTOR: _____

Chicagoland Paving Contractors Inc.

225 Telser Road

BUSINESS ADDRESS: Lake Zurich, IL 60047

TELEPHONE NUMBER: 847 550 9681

SIGNED BY:

V. President

SUBMITTED:

Date

OWNER: _____

CORPORATE NAME: _____

BUSINESS ADDRESS: _____

(CORPORATE SEAL)

TELEPHONE NUMBER: _____

Attest:

Secretary

SIGNED BY:

President

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, VICE PRESIDENT & CORPORATE SECRETARY OF CHICAGOLAND PAVING CONTRACTORS, 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

SUBMIT WITH BID
Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS
CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961

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

Date: 7.30.25

Contractor: Chicagoland Paving

By: William R. Bowes

Attest: Julie Heideman



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SUBMIT WITH BID

Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS
NON COLLUSION STATEMENT

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

COMPLIANCE WITH ARTICLE 33 OF THE CRIMINAL CODE OF 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 30 day of July, 2025

Contractor: Chicagoland Paving

By (Signature) William R. Bowes

Title: V.P.

Business
Address: Chicagoland Paving Contractors Inc.

City/State: 225 Telser Road
Lake Zurich, IL 60047

ATTEST:

Secretary: John Heslin



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SUBMIT WITH BID IF ADDENDUM ISSUED

Village of Lake Zurich
2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS**INSTRUCTIONS TO BIDDERS****BIDDER'S REPRESENTATIONS**

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

<u>Addendum No.</u>	<u>Addendum Date</u>
_____	_____
_____	_____
_____	_____

_____	_____
_____	_____

b. Bidder has visited the Site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.

c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.

d. Submission of bid constitutes representation by Bidder that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

BID PRICE

a. Type of bid: Unit Prices.

b. The Contractor shall provide pricing on the schedule of prices 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 schedule of prices.

SUBMISSION OF BIDS

a. Prepare bid on **Form of Proposal** included herewith.

b. Submit all pages of the **Form of Proposal** in sealed envelope.

c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:

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

PROPOSAL FOR: 2025 WELL 12 AND ELA TOWNSHIP DRIVEWAY IMPROVEMENTS

d. Retain Duplicate Copy for Bidder.


AIA® Document A310™ – 2010

Bond Number: 2653320

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 Lake Zurich
 70 E Main St
 Lake Zurich, IL 60047-2416

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
 2025 Well 12 & Ela Township Driveway Improvements

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.

Init.
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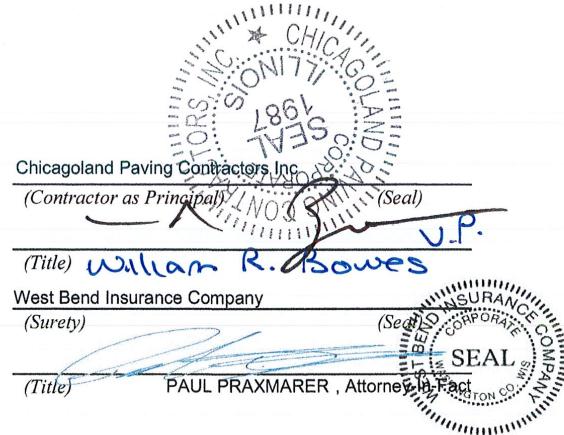
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 User Notes: (1496601206)

1

Signed and sealed this 30 day of July , 2025

John Hadrian
(Witness)

John Hadrian
(Witness)



Init.

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User Notes:

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(1496601206)

Bond No. 2653320**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.



Art. Benedum
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 30th day of July, 2025.

Christopher C. Zwygart
Christopher C. Zwygart
Secretary





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.

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