



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING
OCTOBER 20, 2020
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Raffle License Request – Lake in the Hills American Legion Post #1231
 2. Raffle License Request – Lake in the Hills Property Owners Association
 - B. Police Department
 1. FARO Zone 3D Visionary Software Indemnification
 2. Waive the Competitive Bidding Process and Approve the Purchase of Four Watch Guard 4RE In-Squad Video Systems and Accompanying Software Maintenance and Hardware Warranty Plans
 - C. Community Development
 1. Ordinance granting a Variation to Section 15.3-2, Permitted Fencing, Rear and Side Yards, at 261 Wright Drive
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report
6. Village President
7. Audience Participation
8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 20, 2020

DEPARTMENT: Administration

SUBJECT: Raffle License Request for Lake in the Hills American Legion Post 1231

EXECUTIVE SUMMARY

The Lake in the Hills American Legion Post 1231 is requesting a raffle license for a weekly drawing of the Queen of Hearts to be held from November 6, 2020, thru November 5, 2021. The Village Board approved the same type of raffle request last year at the October 10, 2019, Village Board meeting. That Raffle, License #19-14, will be expiring on November 5, 2020, and the American Legion would like to continue having the Queen of Hearts Raffle.

All provisions of Section 31.02 of the Village Code have been met. The Lake in the Hills American Legion Post 1231 unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application for Weekly Drawing from November 6, 2020 thru November 5, 2021
2. Raffle License Number 19-14

RECOMMENDED MOTION

Motion to approve the Raffle License Request and waive the fidelity bond requirement for the Lake in the Hills American Legion Post 1231.



Village of Lake in the Hills Raffle Application Form



Date of Application Sept 29, 2020

(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)

Application Information:

Name of Organization: LAKE in the Hills American Legion Post 1231

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 1955

Does this organization fulfill the requirement of operating without profit to its members: Yes [X] No []

Purpose for which club/organization was formed: TO Support VETERANS AND their Families

Presiding Officer's Name: Norman Schwarz

Presiding Officer's Address: 174 Berkshire Dr Crystal Lake, IL 60014

Secretary's Name: Jack Repta

Secretary's Address: 1015 Sutherland Dr Crystal Lake, IL 60014

Raffle Manager's Name: Richard Jung

Raffle Manager's Address: 176 Hilltop Dr LITH, IL 60156

Raffle Manager's Phone #: 847-658-7488

Raffle Manager's Date of Birth: 6-29-43

Names & Addresses of any other individual directly involved with the administration of the raffle.

Raffle Information:

Dates raffle chances will be sold or issued: Monday thru Sunday 11/6/2020 - 11/5/2021

Date/Time raffle is to take place: 8pm on Thursday 11/4/2020 - 11/5/2021

Location or Description of Premises and Address of raffle: L.I.T.H American Legion Post 1231 1101 W. Algonquin Rd LITH, IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:
Method by which the winning chance will be determined:

L.I.T.H American Legion Post 1231

Random Drawing

Total number of chances to be sold:

2 million

Maximum price of each raffle chance:

~~70%~~ of JACKPOT 6 tickets for \$500

Item(s) to be raffled:

Queen of Hearts

Maximum Retail Value of Each Prize:

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

\$ _____

Retail dollar value of all prizes:

\$ 70% of JACKPOT

Assertions:

- Yes No Does the raffle manager reside in Lake in the Hills?
- Yes No Is the raffle manager a US Citizen?
- Yes No Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes No Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes No Has the organization ever had a raffle license previously revoked for cause?
- Yes No Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes No Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes No Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

Bond and Fee Requirements:

- Yes No Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes No If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes No If no, is the fidelity bond attached to this application?



Village of Lake in the Hills Bond Waiver Request Page

The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested. Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.

On the 28 day of September, 2020, the membership of American Legion Post 1231
(Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed: *Tom Stewart*
Presiding Officer

Signed: *Jack [unclear]*
Secretary

Subscribed and sworn to before me this

28th day of SEPTEMBER, 2020

Pat C Farley
Notary Public



NOT FOR PROFIT STATEMENT

We, the undersigned Presiding Officer and secretary, do hereby attest that American Legion Post 1231 (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed: *Tom Stewart*
Presiding Officer

Signed: *Jack [unclear]*
Secretary

Subscribed and sworn to before me this

28th day of SEPTEMBER, 2020

Pat C Farley
Notary Public





Village of Lake in the Hills Raffle Affirmation Page

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devices or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.



Nam Blewaf
Presiding Officer

and/or

X Jack Repta
Secretary

Sworn to before me this 28th day
of SEPTEMBER, 20 20

Patricia C Farley
Notary Public

MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

Nam Blewaf
Signature

9-28-20
Date



LICENSE TO CONDUCT A RAFFLE

Lake in the Hills American Legion Post #1231
License Number 19-14

Time Period Raffle Tickets Sold	Area Raffle Tickets Sold	Drawing Date(s)	Location of Drawing
Tuesday – Sunday	Lake in the Hills	Thursday's from November 14, 2019 to November 5, 2020	Lake in the Hills American Legion Post #1231 1100 Algonquin Road, Lake in the Hills

Maximum Aggregate Retail Value of Prizes	Maximum Price for Each Raffle Chance	Total Number of Chances
70% of Jackpot	6 for \$5	2 Million

Operation and conduct of this raffle shall be under the supervision of:

Richard Jung, Raffle Manager

**VILLAGE OF LAKE IN THE HILLS
October 10, 2019**



REQUEST FOR BOARD ACTION

MEETING DATE: October 20, 2020

DEPARTMENT: Administration

SUBJECT: Raffle License Request for Lake in the Hills Property Owners Association

EXECUTIVE SUMMARY

The Lake in the Hills Property Owners Association (POA) is requesting a raffle license for a weekly drawing of the Queen of Hearts to be held November 2, 2020, thru November 1, 2021. This is the third raffle license request from the POA this month.

All provisions of Section 31.02 of the Village Code have been met. The Lake in the Hills Property Owners Association unanimously voted to request a waiver of the fidelity bond requirement associated with the Raffle Application form.

A representative from the Lake in the Hills Property Owners Association will be present at the October 20th Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Raffle License Application for Weekly Drawing from November 6, 2020 thru November 5, 2021
2. Raffle License Number 20-03
3. Raffle License Number 20-04

RECOMMENDED MOTION

Motion to approve the Raffle License Request and waive the fidelity bond requirement for the Lake in the Hills American Legion Post 1231.



Village of Lake in the Hills
Raffle Application Form

Date of Application 10-14-2020

(The Village President, with the advice and consent of the Board of Trustees, shall have 30 days in which to approve or disapprove the license applied for.)

Application Information:

Name of Organization: Lake in the Hills Property Owners' Association

Date of incorporation or formation of Organization (minimum of 5 years in existence is required to qualify for license): 1952

Does this organization fulfill the requirement of operating without profit to its members: Yes [checked] No []

Purpose for which club/ organization was formed: Betterment of the community

Presiding Officer's Name: Paul Mulcahy

Presiding Officer's Address: 447 Village Creek Lake in the Hills IL 60156

Secretary's Name: Christian Parrott 'Kiki'

Secretary's Address: 301 Apache Tr. LITH, IL 60156

Raffle Manager's Name: Paul Mulcahy

Raffle Manager's Address: 447 Village Creek LITH

Raffle Manager's Phone #: 630 740 6466

Raffle Manager's Date of Birth: 01/21/1952

Names & Addresses of any other individual directly involved with the administration of the raffle.

Raffle Information:

Dates raffle chances will be sold or issued: 10-23-2020

Date/Time raffle is to take place: Nov. 2, 2020 - Nov. 1, 2021 @ 8PM every Monday

Location or Description of Premises and Address of raffle: LITH POA 1212 Crystal Lake Rd. Lake in the Hills IL 60156

Location or areas within the Village where the raffle chances will be sold or issued:
Method by which the winning chance will be determined:

LITH PCA

Random Draw

Total number of chances to be sold:

2,000,000

Maximum price of each raffle chance:

\$1.00

Item(s) to be raffled:
Queen of Hearts Raffle

Maximum Retail Value of Each Prize:

\$ 70% of Jackpot

\$

\$

\$

\$

\$

\$

Retail dollar value of all prizes:

\$

Assertions:

- Yes No Does the raffle manager reside in Lake in the Hills?
- Yes No Is the raffle manager a US Citizen?
- Yes No Has the raffle manager ever been convicted of a felony under any federal or state law?
- Yes No Has the raffle manager ever been convicted of pandering or other crimes or misdemeanor opposed to decency and morality?
- Yes No Has the organization ever had a raffle license previously revoked for cause?
- Yes No Is the presiding officer, secretary, raffle manager or other individuals directly involved in the administration of the raffle, a law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Is there interest in the raffle for any law enforcing public official, President, Trustee, or member of the Village Board or commission, or any president or member of a County Board?
- Yes No Has the organization or raffle manager ever been convicted of a gambling offense as proscribed by either local, state or federal law?
- Yes No Has the organization or raffle manager ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?
- Yes No Has the premises of the raffle ever been issued a federal gambling device stamp or a federal wagering stamp for the current tax period?

Bond and Fee Requirements:

- Yes No Is a waiver of the fidelity bond provision being requested of the Board of Trustees?
- Yes No If yes, has the organization provided evidence of unanimous vote in favor of the fidelity bond waiver?
- Yes No If no, is the fidelity bond attached to this application?



Village of Lake in the Hills Raffle Affirmation Page

I (we) swear (or affirm) that our organization/club is not-for-profit and that I (we) have never been convicted of any felony and are not disqualified to receive a license by reason of any matter or thing contained in this Section 31.02 of the Lake in the Hills Municipal Code or any other Ordinances of the Village, laws of the State of Illinois or of the United States of America. I also swear that no previous license issued by any state or subdivision of Federal Government has been revoked. I will not violate any of the laws of the State of Illinois or of the United States or any Ordinances of the Village of Lake in the Hills in the conduct of the raffle. I will not allow gambling devices or gambling on the premises where the drawing will be held.

I (we) understand that a fidelity bond in an amount not less than the anticipated gross receipts is needed from the manager unless notice is attached to the application that the club/organization voted, by unanimous vote, to waive such provision.

At the conclusion of the raffles, a report shall be made to the Village of Lake in the Hills as to the gross receipts, expenses and net proceeds from the raffles.

I swear that the statements contained in the application are true and correct to the best of my knowledge and belief.

Presiding Officer

and/or

A. Parrott

Secretary

Sworn to before me this 14 day
of October, 2020
Judith Hoaglin
Notary Public



MUNICIPAL CODE SECTION 31.02 TO BE REVIEWED BY APPLICANT

I have read and will comply with Section 31.02 of the Village of Lake in the Hills Municipal Code.

A. Parrott

Signature

10.14.2020

Date



Village of Lake in the Hills
Bond Waiver Request Page

The Village Code requires that the raffle manager shall give a fidelity bond in an amount not less than the anticipated gross receipts for each raffle. The bond shall be in favor of the organization and conditioned upon his/her honesty in the performance of his/her duties. The bond shall also provide that notice is given in writing to the Village of Lake in the Hills not less than thirty (30) days prior to its cancellation.

The Village president and Board of Trustees is authorized to waive the requirement for a bond by including a waiver provision the license issued, provided that by a unanimous vote of the members of the licensed organization, such a waiver is requested. Such a request does not guarantee that a waiver will be granted by the Village of Lake in the Hills; however, if your organization would like to request a waiver of the bonding requirement, please complete the following Bond Waiver Request. Please be sure to have both signatures notarized.

On the 15 day of September, 2020, the membership of LITH POA (Name of Organization)

by unanimous vote requested that the Village of Lake in the Hills waive the fidelity bonding requirement for its raffle to be conducted on the attached raffle application.

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

14 day of October, 2020 [Signature] Notary Public



NOT FOR PROFIT STATEMENT

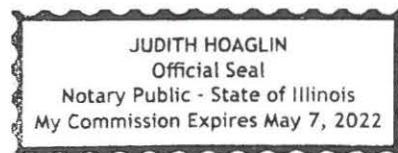
We, the undersigned Presiding Officer and secretary, do hereby attest that (name of organization) is a bona fide religious, charitable, labor, fraternal, educational, or veteran organization that operates without profit to their members and which have been in existence continuously for a period of five (5) years immediately before making application for a license, and which have been during that entire five (5) year period, a bona fide membership engaged in carrying out their objectives as described on the attached raffle application.

Signed: [Signature] Presiding Officer

Signed: [Signature] Secretary

Subscribed and sworn to before me this

14 day of October, 2020 [Signature] Notary Public





LICENSE TO CONDUCT A RAFFLE

Lake in the Hills Property Owners Association
License Number 20-03

Time Period Raffle Tickets Sold	Area Raffle Tickets Sold	Drawing Date(s)	Location of Drawing
November 11, 2020 – November 21, 2020	Lake in the Hills	November 21, 2020 Between Noon – 5pm	Lake in the Hills Property Owners Association 1212 Crystal Lake Rd.

Maximum Aggregate Retail Value of Prizes	Maximum Price for Each Raffle Chance	Total Number of Chances
\$50.00	\$1.00 each or 6 for \$5.00	1000

Operation and conduct of this raffle shall be under the supervision of:

Laurie Gallois, Raffle Manager

BONDING REQUIREMENT IS WAIVED
VILLAGE OF LAKE IN THE HILLS
October 8, 2020



LICENSE TO CONDUCT A RAFFLE

Lake in the Hills Property Owners Association
License Number 20-04

Time Period	Area	Drawing Date(s)	Location of Drawing
Raffle Tickets Sold October 9, 2020 thru October 8, 2021	Raffle Tickets Sold Lake in the Hills	Drawing Date(s) October 9, 2020 thru October 8, 2021	Location of Drawing LITH - Property Owners Association

Maximum Aggregate Retail Value of Prizes	Maximum Price for	Each Raffle Chance Total Number of Chances
90/10	\$1.00	500 per day

Operation and conduct of this raffle shall be under the supervision of:

Christian 'Kiki' Parrott, Raffle Manager

Special conditions affecting the issuance of this license:

BONDING REQUIREMENT IS WAIVED
VILLAGE OF LAKE IN THE HILLS
October 8, 2020



REQUEST FOR BOARD ACTION

MEETING DATE: October 20, 2020

DEPARTMENT: Police

SUBJECT: FARO Zone 3D Visionary Software Indemnification

EXECUTIVE SUMMARY

The department uses FARO Zone 3D Visionary software for incident reconstruction of traffic accidents and crime scenes. Page 4, paragraph 8 in the Standard Terms and Conditions of Sale is an indemnification clause requiring Board approval. The terms are for one year starting October 31, 2020, to October 30, 2021.

FINANCIAL IMPACT

The total renewal price is \$429 with funds available in the 2020 budget for the purchase.

ATTACHMENTS

1. Faro Standard Terms and Conditions of Sale

RECOMMENDED MOTION

Motion to approve and authorize the Chief of Police to execute the Faro Standard Terms and Conditions of Sale.



STANDARD TERMS AND CONDITIONS OF SALE

These standard terms and conditions of sale are the only terms and conditions, oral or written, applying to the sale of equipment, Software, other products or services ("Product") to Purchaser from FARO Technologies, Inc. ("FARO"), its affiliates, subsidiaries and related companies except for additional terms consistent with these standard terms and conditions on prices, quantities, delivery schedules, and the description of the Products as set forth in an order or quotation issued by FARO or approved by FARO (each, an "Order"). FARO hereby objects to and rejects any other terms or conditions appearing on, incorporated by reference in or attached to any purchase order, acceptance, acknowledgement, invoice, transmittal or other document and FARO's acceptance of any Order is expressly made conditional on Purchaser's acceptance of these standard terms and conditions. FARO's failure to object to any provision contained in a document or communication from Purchaser shall not be a waiver of these standard terms and conditions.

ACCEPTANCE OF THESE STANDARD TERMS AND CONDITIONS AND ANY ORDER, EITHER OF WHICH MAY BE DELIVERED TO PURCHASER IN ELECTRONIC FORM BY FARO, SHALL BE DEEMED TO HAVE OCCURRED UPON THE EARLIER OF (I) EXECUTING OR ACCEPTING THESE STANDARD TERMS AND CONDITIONS OR (II) TAKING DELIVERY OF ANY PRODUCTS. ANY DEVIATION FROM, OR EXCEPTIONS TO, THESE TERMS AND CONDITIONS MUST BE IN WRITING AND SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF FARO.

All capitalized terms used but not defined in the body of this document are defined in Section 10.00.

1.00 Payment of Purchase Price

- 1.01 Subject to credit approval by FARO and except as otherwise expressly set forth in an Order, the Purchase Price for Product shall be paid to FARO within thirty (30) days from the date of FARO's invoice. If FARO determines not to extend credit to Purchaser, FARO reserves the right to require Purchaser to pay for Product by wire transfer prior to shipment. FARO shall be entitled to issue an invoice upon shipment of Product. FARO has the right to charge interest on late Purchase Price payments at a rate of 1.5% per month (18% per annum).
- 1.02 Purchaser shall also pay FARO for any and all governmental taxes, charges or duties of every kind (excluding any tax based upon FARO's income) that FARO may be required to pay with respect to the production, transportation, export, import, storage, delivery, purchase, sale or use of Product. Purchaser shall provide FARO, on request, with properly completed exemption certificates for any tax or duty from which Purchaser claims an exemption.
- 1.03 Purchaser grants to FARO a security interest in all Product sold pursuant to the Order, which FARO may perfect by filing a UCC Financing Statement or by other filings, registrations or notices as may be required. Any such security interest will remain in effect until FARO has received payment in full of the Purchase Price together with interest on any late Purchase Price payments.
- 1.04 If Purchaser fails to make full payment of the Purchase Price in accordance with the terms set forth in the Order, FARO shall, at its sole option, have the right to the following remedies, which shall be cumulative and not alternative and which are not exclusive:
- a) the right to cancel the Order and enter Purchaser's premises to re-take possession of Product, in which event Purchaser agrees that any down payment or deposit for Product shall be forfeited to FARO as liquidated damages and not as a penalty, and all costs incurred by FARO in connection with the removal and subsequent transportation of Product shall be payable by Purchaser upon written demand;
 - b) the right to enter Purchaser's premises and remove any Software, components of Product or other items necessary to render Product inoperative;
 - c) the right to withhold all services which would otherwise be required to be provided by FARO pursuant to the Warranties set out in Section 4.00 hereof;
 - d) the right to terminate any existing Software license agreement with Purchaser; and
 - e) the right to pursue any other available remedy, including without limitation suing to collect any remaining balance of the Purchase Price (i.e., accelerate the payment of the Purchase Price, causing the entire balance to immediately become due and payable in full).
- 1.05 Except as expressly set forth in Section 4.06, FARO does not permit returns on any Products shipped. In addition, FARO does not permit returns of Software delivered digitally, including Software downloaded by Purchaser or Software activated by a product key received by Purchaser via electronic mail, flash drive, memory card, or similar type of electronic delivery system.
- 1.06 No waiver by FARO of its rights under these terms and conditions shall be deemed to constitute a waiver of subsequent breaches or defaults by Purchaser. In the event more than one Product is being purchased pursuant to the Order, unless otherwise set forth herein, each payment received by FARO from Purchaser shall be applied pro rata against the cost of each Product rather than being applied to the Purchase Price of any Product.
- 1.07 Purchaser shall pay FARO all costs and expenses of collection, suit, or other legal action to enforce the Order, including, but not limited to, all actual attorneys' and paralegal fees and collection costs. FARO may assign any cause of action that it has against Purchaser without Purchaser's consent.

2.00 Delivery and Transportation

- 2.01 Delivery dates set forth in the Order are estimates and not guarantees and are based upon conditions at the time such estimate is given.
- 2.02 FARO shall not be liable for any loss or damage, whether direct, indirect or consequential, resulting from delivery of Product past the estimated delivery date. If Product is not delivered within 90 days of the estimated delivery date, Purchaser's sole remedy shall be to cancel the Order and to recover from FARO, without interest or penalty, the amount of the down payment or deposit and any other part of

the Purchase Price which has been paid by Purchaser. Notwithstanding the foregoing, such right of cancellation shall not extend to situations where delayed delivery is due to a Force Majeure Event (as defined in Section 9.01). Any delays resulting from a Force Majeure Event shall extend estimated delivery dates by the length of such delay.

2.03 If there is a shortage of Product, excessive demand for Product or any other reason for which FARO is unable to supply the full amount of Product specified in Purchaser's Order, FARO reserves the right to allocate its available supply of Product among its customers and distributors. The allocation of Product shall be in such a manner and in such amounts as FARO determines in its sole discretion.

2.04 Responsibility for all costs and risks in any way connected with the storage, transportation and installation of Product shall be borne entirely by Purchaser. If any disagreement arises as to whether or not damage to Product was in fact caused in storage, in transit or on installation, the opinion of FARO's technical advisors, acting reasonably, shall be conclusive.

2.05 Unless otherwise agreed to by FARO in an Order, Product shall be delivered by FARO at FARO's premises EXW (Ex Works) as defined in Incoterms 2010.

3.00 Installation, Operator Training and Maintenance

3.01 Purchaser shall be responsible for installation of Product, including, without limitation, the preparation of its premises, the uncrating of Product and setting up of Product for operation.

3.02 Subject to Section 4.00, Purchaser shall be responsible for all maintenance of Product.

3.03 If the Order includes training, Purchaser may freely cancel or reschedule a confirmed training class with more than ten (10) working days' notice prior to the date of the scheduled training class. If the Purchaser cancels or reschedules a confirmed training class with less than ten working days' notice prior to the date of the scheduled training class but prior to the date of training, the Purchaser will be invoiced fifty percent (50%) of the training cost. Purchaser will be charged full price for any training that is not attended and not cancelled or rescheduled prior to the confirmed date of the training.

4.00 Warranties and Exclusions; Exclusive Remedies and Disclaimers

4.01 Subject to Section 4.05, FARO warrants that any Product (but excluding Software and services) shall be free from material defects in workmanship or material affecting the fitness of Product for its usual purpose under normal conditions of use, service and maintenance. FARO makes no warranty that any Product will operate in an uninterrupted or error free manner.

4.02 Subject to Section 4.05, FARO warrants that any Software shall operate substantially according to written user documentation provided by FARO. FARO makes no warranty that any Software will operate in an uninterrupted or error free manner.

4.03 The warranties set out in paragraphs 4.01 and 4.02 above (together, the "Warranties") shall expire at the end of the twelve (12) month period commencing on the day after Product is shipped from FARO (the "Warranty Period").

4.04 To properly make a claim under the Warranties, Purchaser must deliver written notice to FARO during the Warranty Period, at FARO's contact information set forth on the Order, of a breach of the Warranties, together with a description of such breach in reasonable detail. Within a reasonable time following receipt of such proper notice, FARO shall have Product diagnosed by its service personnel. Nothing herein contained shall be construed as obligating FARO to make service, parts, or repairs available for any breach reported after the expiration of the Warranty Period. If Product is determined by FARO, in its reasonable opinion, to be covered by and in breach of the Warranties, FARO will, as Purchaser's sole and exclusive remedy, repair or adjust Product to the extent determined by FARO to be necessary or, at the option of FARO, will replace Product with replacement Product, of equal or greater performance, or parts therefor at no cost to Purchaser, other than the cost of shipping Product to FARO pursuant to Section 4.06. If Product is determined by FARO, in its reasonable opinion, not to be covered by or not to be in breach of the Warranties, Purchaser shall pay the cost of service, which shall be the amount that FARO would otherwise charge for an evaluation under a non-warranty service evaluation.

4.05 The Warranties shall not apply to or cover:

- a) Any defects in any component of a Product if, in the reasonable opinion of FARO, (i) Product has been improperly stored, installed, operated, or maintained; (ii) the defect was caused by or relates to misuse or extraordinary use of Product, or to use of Product outside the purpose for which Product was designed and manufactured; (iii) Purchaser has permitted unauthorized modifications, additions, deletions, adjustments and/or repair to any Software, hard drive structure or content, or any other part of Product, or which might otherwise affect Product; or (iv) the defect was caused by, or repairs are required as a result of, causes external to FARO workmanship or the materials used by FARO. As used herein, "unauthorized" means that which has not been approved and authorized by FARO in writing.
- b) Any replacement of expendable items, including, but not limited to, fuses, diskettes, printer paper, printer ink, printing heads, disk cleaning materials, or similar items.
- c) Minor preventive and corrective maintenance, including, but not limited to, replacement of fuses, disk drive head cleaning, fan filter cleaning and system clock battery replacement.
- d) Any Product or component which was sold or transferred to any party other than the original Purchaser unless transferred in accordance with Section 4.11 or FARO's prior express written consent is obtained.
- e) Any defect in or related to Product which FARO cannot duplicate with reasonable effort.
- f) Any defect in or related to Product caused by materials, including hardware, software or data not supplied by FARO.
- g) Any defect caused or resulting from accident, physical, electrical or magnetic stress, failure of electric power, air condition or environmental controls, use in or with defective or non-compatible equipment, hardware, software or data.
- h) Any defect or problem caused by changes in the operating characteristics of computer systems, hardware or software developed after Product is delivered.
- i) Any Product exported by Purchaser outside of the country of purchase.
- j) Any demonstration or used Product.
- k) Any services of FARO. **ALL SERVICES OF FARO ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

d) Any Third-Party Product sold or included with the Products. Such Third-Party Products are provided with the manufacturer's warranties, if any, which FARO is permitted to pass on to Purchaser. **OTHERWISE, SUCH THIRD-PARTY PRODUCTS ARE PROVIDED TO PURCHASER "AS IS" WITHOUT WARRANTY OF ANY KIND.**

4.06 **Factory Repairs**

- a) **IF PRODUCT IS UNDER STANDARD WARRANTY:** Purchaser agrees to ship Product to FARO in the original packing container at Purchaser's sole cost and expense. FARO will return the repaired or replacement Product to Purchaser at FARO's sole cost and expense.
- b) **IF PRODUCT IS UNDER A SEPARATE PREMIUM SERVICE PLAN:** When practical, as determined by FARO in its sole discretion, and subject to availability, FARO will make available to Purchaser substitute component parts or substitute Product, of equal or better performance, ("Temporary Replacements") as appropriate while Purchaser's Product is undergoing repair. Shipping charges for these Temporary Replacements will be the responsibility of FARO.
- c) **IF PRODUCT IS NOT UNDER ANY WARRANTY:** Purchaser shall be responsible for the cost of any repair or replacement of any part, Software or Product, together with all shipping charges related to such repair or replacement. All charges shall be estimated and prepaid by Purchaser to FARO prior to commencement of repairs.

4.07 FARO may utilize, new or refurbished components of Product to perform any Warranty service.

4.08 **Purchaser's sole and exclusive remedy, and FARO's sole and exclusive liability hereunder, with respect to breach of warranty relating to any Product, consists of the obligation to repair, adjust or replace Product, with a similar or newer product, as provided in Section 4.04.**

4.09 **DISCLAIMER OF WARRANTIES. THE WARRANTIES SPECIFIED IN THIS SECTION 4.00 ARE THE COMPLETE WARRANTIES BETWEEN FARO AND PURCHASER. THEY SUPERSEDE ALL PROPOSALS, PROMOTIONS, ADVERTISEMENTS, REPRESENTATIONS OR PRIOR WARRANTIES, VERBAL OR WRITTEN, AND ANY COMMUNICATIONS BETWEEN THE PARTIES RELATING TO THE SUBJECT MATTER OF THESE WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SPECIFIED IN THIS SECTION 4.00, FARO EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, CORRESPONDENCE WITH DESCRIPTION OR QUALITY, AND NON-INFRINGEMENT.**

4.10 FARO does not authorize any person (whether natural or corporate) to assume for FARO any liability in connection with or with respect to Product. No agent or employee of FARO has any authority to make any representation or promise on behalf of FARO, except as expressly set forth herein or in the Order, or to modify the terms or limitations of the Warranties. No verbal statements shall be binding upon FARO.

4.11 The Warranties extend only to Purchaser and are transferable by Purchaser only under the following conditions:

- 1. Product is currently within the Warranty Period;
- 2. The new owner is, or becomes, a Certified User; and
- 3. FARO Customer Service is informed of and approves of the transfer.

4.12 All claims under the Warranties must originate with Purchaser, or any subsequent owner that becomes a Certified User approved by FARO Customer Service, and Purchaser will indemnify, defend and hold FARO harmless from any and all claims, liabilities, damages, costs and expenses for breach of warranty asserted against FARO by any third-party.

4.13 **PURCHASER ACKNOWLEDGES THAT IT HAS PURCHASED PRODUCT BASED UPON ITS OWN KNOWLEDGE OF THE USES TO WHICH PRODUCT WILL BE PUT. FARO SPECIFICALLY DISCLAIMS ANY WARRANTY OR LIABILITY RELATED TO THE FITNESS OF PRODUCT FOR ANY PARTICULAR PURPOSE OR ARISING FROM THE INABILITY OF PURCHASER TO USE PRODUCT FOR ANY PARTICULAR PURPOSE.**

4.14 FARO is an equal opportunity employer. All candidates for employment will be considered without regard to race, color, religion, sex, national origin, physical or mental disability, veteran status, or any other basis protected by applicable federal, state or local law.

5.00 Limitations of Liability

5.01 **In no case shall FARO be liable for any indirect, special, incidental, punitive or consequential damages arising from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law (including without limitation theories of equitable relief), including, but not limited to, injury to or death of any operator or other person, damage or loss resulting from inability to use Product, increased operating costs, loss of production, loss of profits or revenues, loss of software or data, any cost or expense of providing substitute product or software during periods of, or resulting from, malfunction, non-use or maintenance or repair (except as provided in Section 4.06(b)), or damage to property. The disclaimer of liability for indirect, special, incidental, punitive and consequential damages extends to any damages which may be suffered by third parties, including without limitation, caused directly or indirectly resulting from test results or data produced by Product or any component thereof, and Purchaser agrees to indemnify and save FARO harmless from any such claims made by third parties.**

5.02 **FARO's maximum aggregate liability arising out of or relating to any Product from any cause whatsoever, whether based in contract, tort (including without limitation negligence), strict product liability or any other theory of law shall not exceed the Purchase Price received by FARO for the Product to which such liability relates. In all cases, FARO's maximum aggregate liability arising out of or relating to an Order shall not exceed the aggregate amounts paid by Purchaser to FARO under such Order.**

5.03 **The limitations of liability in this Section apply even if FARO had notice of the possibility of damages and even if any exclusive remedies fail of their essential purpose. Purchaser acknowledges that FARO has set its pricing in reliance upon the limitations of liability and the disclaimers of warranties and damages set forth in these terms and conditions, and that the same form an essential basis of the bargain between the parties.**

6.00 Design Changes

- 6.01 Product is subject to changes in design, manufacture and programming between the date of the Order and the actual delivery date.
- 6.02 FARO reserves the right to implement such changes without Purchaser's consent. Notwithstanding the foregoing, nothing contained herein shall be construed as obligating FARO to include such changes in Product provided to Purchaser.

7.00 Intellectual Property

- 7.01 As between FARO and Purchaser, FARO owns all ownership in all FARO Intellectual Property, and Purchaser shall not own or acquire any right, title or interest in any FARO Intellectual Property. FARO grants Purchaser only a limited, non-exclusive, non-transferable license to use any Software in object code form only and, unless otherwise set forth in an Order or approved in writing by FARO, only with Product in which such Software is installed or embedded.
- 7.02 Purchaser acknowledges and agrees that the Software contains trade secrets, and confidential and proprietary information, of FARO, and shall maintain all Software as confidential and proprietary information of FARO, and shall use no less than the same degree of care to avoid misuse or improper disclosure of the trade secrets, and confidential and proprietary information, than Purchaser uses with respect to its own similar information, which shall be no less than a reasonable degree of care. Purchaser shall not, in whole or in part, reproduce or duplicate (other than that which is necessary and incidental to the ordinary use of the Software in compliance with these terms and conditions, or for purpose of making one (1) archival or back-up copy of the Software), alter, modify, disassemble, reverse assemble, decompile, reverse compile, reverse engineer, sell, transfer, assign, sublicense, lease, rent or use in connection with a service bureau or to provide services to others, in any manner the Software, in whole or in part, or permit access to or use thereof by any third-party.
- 7.03 Purchaser acknowledges that any unauthorized use of the Software, or any right therein, will result in irreparable harm to FARO, and that FARO shall be entitled to damages, lost profits, attorneys' fees, costs, expenses, and injunctive relief, including without limitation temporary restraining orders, preliminary injunctions and permanent injunctions from any such unauthorized use.
- 7.04 Purchaser shall forthwith execute any further assurances in the form of non-disclosure or licensing agreements which may reasonably be required by FARO in connection with the Software.

8.00 Indemnification

Purchaser will defend, indemnify and hold harmless FARO against all claims, losses, liabilities, damages, costs and expenses either (a) on account of any damage to property or injury or death of persons caused by or arising out of Purchaser's (and/or any of Purchaser's employee's, agent's, affiliate's and customer's) distribution, storage, handling, use, or disposal of Product or caused by or (b) arising out of: (i) any breach of contract by Purchaser; (ii) any acts or omissions of Purchaser (and/or any of Purchaser's employees, agents, affiliates and customers); or (iii) any willful misconduct or any violation by Purchaser (and/or by any of Purchaser's employees, agents, affiliates and customers) of any applicable law, rule or regulation.

9.00 Force Majeure/ Entire Agreement / Governing Law / Miscellaneous

- 9.01 FARO shall not be liable for any loss, damage, detention or delay due directly or indirectly to any cause beyond FARO's control (a "Force Majeure Event"), including, without limitation, compliance with any rules, regulations, orders or instructions of any federal, state, county, municipal or other government or any department or agency thereof, acts of god, acts or omissions of Purchaser, acts of civil or military authorities, fires, floods, embargoes, war or insurrection, labor interruption through strike or walkout, transportation delays, or inability or difficulties in obtaining necessary labor, manufacturing facilities, materials or transportation from its usual sources.
- 9.02 These terms and conditions and the Order into which they are incorporated by reference constitute the entire agreement between FARO and Purchaser in respect to Product subject to such Order. There are no representations or warranties by FARO, express or implied, except for those contained herein, and these terms and conditions supersede and replace any proposals, quotations, or agreements, whether oral or written, between FARO and Purchaser with respect to such Order.
- 9.03 No representative of FARO has any authority to modify, alter, delete or add to any of the terms or conditions hereof. Any such modifications shall be void and of no force and effect.
- 9.04 For Orders in the United States, the terms and conditions hereof shall be governed by and construed in accordance with the laws of the State of Florida, United States of America, regardless of the laws that might otherwise govern under applicable principles of conflicts of laws thereof. Purchaser and FARO agree that the sole and exclusive jurisdiction and venue for purposes of any and all lawsuits, disputes, causes of action, arbitrations or mediations in the United States of America shall be in the United States District Court for the Middle District of Florida, Orlando Division.
- 9.05 For Orders in the Europe Union, these terms shall be subject to the laws of the Federal Republic of Germany to the exclusion of the UN Convention on Contracts for the International Sale of Goods, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office within the county.
- 9.06 For Orders outside of the United States of America and the European Union, these terms shall be governed by local law, and the exclusive place of jurisdiction for all disputes between FARO and Purchaser shall be the city of FARO's registered office in country or, if no registered office exists, the city of the agent of FARO within the country.
- 9.07 These conditions shall not be construed more strictly against one party than another as a result of one party having drafted said instrument.
- 9.08 If any provision of these terms and conditions or the Order is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of these terms and conditions and the Order shall remain in full force and effect. Any provision of these terms and conditions or the Order held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.
- 9.09 FARO AND PURCHASER HEREBY IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM (WHETHER BASED IN CONTRACT, TORT OR OTHERWISE) ARISING OUT OF,

UNDER OR IN CONNECTION WITH THE ORDER OR THESE TERMS AND CONDITIONS, OR ANY COURSE OF CONDUCT, COURSE OF DEALINGS, STATEMENT OR ACTION RELATED THERETO OR HERETO.

9.10 Any claim, action, suit or other proceeding initiated by Purchaser in connection with any Product must be brought within one year after delivery to Purchaser of the applicable Product to which such claim, action, suit or other proceeding relates.

9.11 Purchaser shall not export or re-export any Product in violation of applicable export control law, rules or regulations. Deliveries of these goods, products, software, technologies or know-how-transfer to countries outside the country of sale or to third parties are subject to authorization by FARO or may be prohibited. US-origin goods, products, software, technologies or know-how-transfer which are of at least ten percent (10%) US-origin are liable to US Export Administration Regulations and export outside the country of sale may be prohibited. All export control obligations associated with a resale shall be borne by the exporter.

10.00 Definitions

10.01 "Certified User" means any person who has completed at least one full session of product-specific training for Product.

10.02 "FARO" means FARO Technologies, Inc.

10.03 "FARO Intellectual Property" means all intellectual property rights relating to any Product, including without limitation, patents, copyrights, trademarks, trade secrets, and know-how, and any derivative works, improvements, modifications, repairs, maintenance, enhancements and updates of any Product.

10.04 "Purchaser" means the party buying Product and who is legally obligated under the Order.

10.05 "Software" means all computer programs, disk drive directory organization and content, including without limitation the devices containing such computer programs, disk drive directory organization and content, sold pursuant to the Order.

10.06 "Purchase Price" means the agreed-upon price of Product set forth in the Order.

10.07 "Third-Party Product" shall mean any equipment, products, Software or services of a third-party that FARO sells or makes available to Purchaser under an Order.



REQUEST FOR BOARD ACTION

MEETING DATE: October 20, 2020

DEPARTMENT: Police Department

SUBJECT: **Waive the Competitive Bidding Requirements and Approve the Purchase of Four Watch Guard 4RE In-Squad Video Systems and Accompanying Software Maintenance and Hardware Warranty Plans**

EXECUTIVE SUMMARY

The department initiated a three-year transition plan to replace thirteen in-squad camera systems that are at the end of their service life. FY20 is the third and final year of the in-squad camera system transition plan. The completion of this final phase requires the purchase and installation of four Watch Guard 4RE In-Squad Video Systems.

We have experienced recurring technical issues with the Pro-Vision camera systems that include the loss of video files and audio issues. Our IT department has worked with the vendor to fix the problems, but the problems continue. The recommendation of the village's IT consultant, Advanced Business Networks (ABN), is to implement the Watch Guard video system for squad cameras. ABN has implemented the Watch Guard system in other police departments and has extensive knowledge of the system. As Pro-Vision camera systems reach the end of their life cycle, they will be replaced with Watch Guard systems.

The terms of all documents start upon activation of the Watch Guard video system and run for 5 years. Public Works or Ultra Strobe Communications, Inc. in Crystal Lake will do system installation.

FINANCIAL IMPACT

Cost includes a one-time purchase of the Watch Guard 4RE cameras and hardware equipment for \$21,780.00, a Watch Guard 4RE hardware and software maintenance warranty valid for a period of five years for \$3,500.00, a web server site license key for \$1000.00, and an installation, technical services and training cost of \$1500.00. Total purchase price including all hardware and software is \$27,780.00. Funds in the amount of \$13,310.00 are available in the 2020 budget for the purchase. The additional \$14,470.00 of cost will be obtained from the department's federal drug fund.

ATTACHMENTS

1. Camera System Quotes 2020
2. Watch Guard Evidence Library Software Maintenance Plan
3. Watch Guard In-Car Hardware Warranty 5-Year Plan

RECOMMENDED MOTION

Motion to waive the competitive bidding process and approve the purchase of four Watch Guard in-squad camera systems.



4RE/VISTA Price Quote

CUSTOMER: Lake In The Hills Police Department

ISSUED: 8/27/2020 7:48 AM

EXPIRATION: 10/27/2020 5:00 AM

,
”
””

**TOTAL PROJECT ESTIMATED AT:
\$27,780.00**

ATTENTION: Don Fowler

SALES CONTACT: Dan Freveletti

PHONE: 847-658-5676

DIRECT:

E-MAIL:

E-MAIL:
daniel.freveletti@motorolasolutions.com

4RE and VISTA Proposal

VISTA HD Cameras and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
HDW-ETH-SWT-005	VISTA HD, 4RE, Smart PoE Switch	4.00	\$250.00	\$0.00	\$1,000.00

Evidence Library 4 Web Software and Licensing

Part Number	Detail	Qty	Direct	Discount	Total Price
KEY-EL4-SRV-001	Evidence Library 4 Web Server Site License Key	1.00	\$1,000.00	\$0.00	\$1,000.00
KEY-EL4-DEV-001	Evidence Library 4 Web 4RE In-Car Device License Key	4.00	\$150.00	\$150.00	\$0.00

4RE In-Car System and Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-STD-GPS-RV2	4RE Standard DVR Camera System with integrated 200GB automotive grade hard drive, 16GB USB removable thumb drive, rear facing cabin camera, GPS, hardware, cabling and your choice of mounting bracket.	4.00	\$4,795.00	\$0.00	\$19,180.00
CAM-4RE-PAN-NHD	Additional Front Camera, 4RE, HD Panoramic	4.00	\$200.00	\$0.00	\$800.00

Wireless Video Transfer and Networking Options

Part Number	Detail	Qty	Direct	Discount	Total Price
4RE-WRL-KIT-101	4RE In-Car 802.11n Wireless Kit, 5GHz (2.4 GHz is available by request)	4.00	\$200.00	\$0.00	\$800.00

4RE Hardware Warranties

Part Number	Detail	Qty	Direct	Discount	Total Price
WAR-4RE-CAR-5TH	5 Year 4RE Hardware and Software Maintenance Bundle	4.00	\$1,375.00	\$500.00	\$3,500.00

Software Maintenance and CLOUD-Share

Part Number	Detail	Qty	Direct	Discount	Total Price
SFW-MNT-EL4-001	Software Maintenance, Evidence Library, 1st Year (Months 1-12)	4.00	\$0.00	\$0.00	\$0.00

415 E. Exchange Parkway • Allen, TX • 75002
Toll Free (800) 605-6734 • Main (972) 423-9777 • Fax (972) 423-9778
www.WatchGuardVideo.com



4RE/VISTA Price Quote

SFW-EVL-CLD-FUL	Evidence Library CLOUD-SHARE - Full	4.00	\$45.00	\$45.00	\$0.00
SFW-EVL-CLD-FUL	Evidence Library 4 Web CLOUD - SHARE - Full for 4RE	20.00	\$45.00	\$45.00	\$0.00

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
Freight	Shipping/Handling and Processing Charges	1.00	\$100.00	\$100.00	\$0.00
					\$26,280.00

Technical Services Calculator

WatchGuard Video Technical Services

Part Number	Detail	Qty	Direct	Discount	Total Price
SVC-4RE-RMT-410	Tier 2 Remote Installation. Includes Project Coordination, Project Management, Pre-Deployment IT Call, Provisioning of ELC and Azure AD, Install OS and SQL (if Purchased from WatchGuard), Configuration of SQL Server, Installation of Evidence Library, Webinar Training of Officer and Admin Staff, Support Handoff, Post Deployment Follow-Up and Limited WiFi Network Configuration.	1.00	\$1,500.00	\$0.00	\$1,500.00
					\$1,500.00

Total Estimated Tax, may vary from State to State \$0.00

Configuration Discounts	\$3,780.00
Additional Quote Discount	\$0.00
Total Amount	\$27,780.00

NOTE: This is only an estimate for 4RE & VISTA related hardware, software and WG Technical Services. Actual costs related to a turn-key operation requires more detailed discussion and analysis, which will define actual back-office costs and any costs associated with configuration, support and installation. Please contact your sales representative for more details.

To accept this quotation, sign, date and return with Purchase Order: _____ DATE: _____



CDS Office Technologies
 1271 HAMILTON PARKWAY
 Itasca, Illinois 60143
 United States
 (P) 630-625-4519
 (F) 630-305-9876

Quotation (Open)	
Date	Sep 15, 2020 03:20 PM CDT
Modified Date	Sep 15, 2020 03:48 PM CDT
Doc #	487588 - rev 1 of 1
Description	4 x ARB-KIT-HDVC35-M90
SalesRep	Gottlieb, Mark (P) 630-625-4519 (F) 630-305-9876
Customer Contact	Fowler, Don (P) 847-658-5676 dfowler@lith.org

Customer
 Lake in the Hills Police
 Dept (LI2887)
 Fowler, Don
 1115 Crystal Lake Rd.
 Lake in the Hills, IL 60156
 United States
 (P) 847-658-5676

Bill To
 Lake in the Hills Police Dept
 Fowler, Don
 1115 Crystal Lake Rd.
 Lake in the Hills, IL 60156
 United States
 (P) 847-658-5676
 dfowler@lith.org

Ship To
 Lake in the Hills Police Dept
 Fowler, Don
 1115 Crystal Lake Rd.
 Lake in the Hills, IL 60156
 United States
 (P) 847-658-5676
 dfowler@lith.org

Customer PO:

Terms:
 Undefined

Ship Via:
 Best Way

Special Instructions:

Carrier Account #:

#	Description	Part #	Qty	Unit Price	Total
State of Illinois Master Contract CMS5848520					
1	Arbitrator HD Kit - Panoramic Front Camera Includes 900MHz Wireless Mic	ARB-KIT-HDVC35-M90			
	Arbitrator MK3 HD - with VC35 Panoramic Front Camera Includes recorder w/ 256GB SSD and GPS, panoramic front camera with integrated G-Force sensor, wiring distribution center, battery backup module, wireless 1 module	ARB-KIT-HDVC35	1		
	Panasonic - 900MHz Wireless Mic - Full Kit 900MHz wireless mic with vehicle receiver/station dock w/charger/case	ARB-M90	1		
	Bundle Subtotal		4	\$4,693.00	\$18,772.00
2	Panasonic WiFi Antenna Black - SMA Connectors - Threaded bolt mount	ARB-APWWQS22-RP-BL	4	\$117.00	\$468.00
Options					
3	Panasonic - Back Seat Camera for Arbitrator HD 720P Rear Seat IR Camera with network cable	ARB-WV-VC31-C	4	\$361.00	\$1,444.00
4	Lind Electronics - Siren Detection Cable For Panasonic Arbitrator	CBLMS-F00200	4	\$37.00	\$148.00
5	Panasonic - 256GB SSD for Arbitrator Includes Cartridge	ARB-256SSD	4	\$475.00	\$1,900.00
	Note: - For continuous loop recording in the second bay drive for Arbitrator HD				
6	Panasonic - Arbitrator HD Mk3 SSD Reader Arbitrator SSD Reader - for manual video offload	ARB-SSDREAD	1	\$230.00	\$230.00
ICV Licensing/Support/Extended Warranty Bundle (Local Storage)					

#	Description	Part #	Qty	Unit Price	Total
7	Arbitrator In-Car Video Device Licensing - 5 Years ICV, UEMS1, On Prem Storage, Bundle Per Device, Includes Helpdesk Support, EULA Required - Includes Year 4 & 5 Hardware Warranty for ARB-KIT-HD Note: - Three year coverage option, part ARB-SOFICVOPBUN3, available for \$160/unit Implementation Services	ARB- SOFICVOPBUN5	4	\$695.00	\$2,780.00
8	CDS Office Technologies - IT Services Certified Server Software Installation and Configuration, In Vehicle Software Installation and Configuration, Wireless Network Configuration and Testing, Web Publishing Configuration, Administrator Training Note: - onsite web publishing has certain requirements outside the scope of the quoted configuration services; 1. Networking—assuming we want the web publishing server, which is a web server handling requests from the outside world, isolated from the rest of your network—we will either need a DMZ port on the firewall, a new VLAN, or similar to isolate that web traffic from the internal network for security purposes. 2. Static IP & port forward—the web publishing emails generated will contain a link, either with a public IP or a hostname that resolves to a public IP. We will need to have a tcp port on the public IP to forward to our server (we can use any desired port) 3. DNS configurations—if we use a hostname for the above (recommended), we will need access to internal DNS servers and the public DNS registrar to create an A record for this hostname 4. SSL certificate—this is not required, but if you'd prefer web traffic to be https and not generate "not secure" messages in a web browser, an SSL cert will need to be purchased and installed for the hostname mentioned in item 3	ZBLOCKCNET	1	\$3,000.00	\$3,000.00
9	Arbitrator end user Training Up to two Sessions of End User Training conducted by Certified Arbitrator Sales Associate	Arbitrator - Training	1	\$800.00	\$800.00

Subtotal: \$29,542.00
 Tax (9.750%): \$0.00
 Shipping: \$0.00
Total: \$29,542.00

CDS Office Technologies disclaims any responsibility for product information and products described on this site. Some product information may be confusing without additional explanation. All product information, including prices, features, and availability, is subject to change without notice. Applicable taxes & shipping may be added to the final order. All returns must be accompanied by original invoice and authorized RMA number within 30 days of invoice date and are subject to a 15% restocking fee. Due to manufacturer's restrictions, Panasonic items are not eligible for return. Late fees may apply to payments past 30 days from invoice date. Please contact your sales representative if you have any questions.

Midwest Public Safety LLC

2665 Harryland Road
 Decatur, IL 62521 US
 (217) 855-0082

jeffrey@midwestpublicsafetygroup.org

Estimate**ADDRESS**

Sgt. Don Fowler
 1115 Crystal Lake Road
 Lake in the Hills, IL 60153

SHIP TO

Sgt. Don Fowler
 1115 Crystal Lake Road
 Lake in the Hills, IL 60153

ESTIMATE #

1567

DATE

08/26/2020

ACTIVITY	QTY	RATE	AMOUNT
DVR kit with cameras:Getac DVR with Black Box	4	4,295.00	17,180.00
VR-X20 i3 Blackbox + Cameras + Display DVR (VR-X20-i3)-[Integrated 4GB RAM+256GB SSD + 2nd 256GB SSD Battery Backup + WIFI + GPS + Crash Sensor], Wiring kit, DVR mounting bracket, A/V input cable, ZeroDark Full HD IP Camera, Cabin infrared camera, 5" touch display, GPS antenna, WiFi/BT antennas, 1 year hardware warranty			
Extended Warranty Hardware:Extended Warranty-DVR+Cameras+Display Years 2,3,4&5	4	759.00	3,036.00
Extended Warranty for DVR+Camers+Display			
Brackets:Universal Mounting Bracket	4	55.00	220.00
GETAC VIDEO SOLUTIONS INC. : Mounting Bracket (Visor) - Universal for Display (CU- D50) ONLY			
Antenna:Airgain 3 in 1 antenna	4	154.00	616.00
GETAC VIDEO SOLUTIONS INC. : VEHICLE ANTENNA;AIRGAIN,MULTIMAX,3IN1,WIFIX2- GPSX1,BOLT MOUNT,19FT,BLACK			
Body Worn Camera Single Port Dock:Body Worn Camera Single Port Dock (BC-0s)	4	66.00	264.00
Body Worn Camera Single Port Dock- Dock Only			
Body Worn Camera Single Port Dock:USB Extension Cable 12.5 Ft.	4	19.00	76.00
12.5 ft. USB Extension for car mount.			
On Site Training:On Site Training	1	2,400.00	2,400.00
On site Training per day			
Licensing:Getac Device Licensing	20	180.00	3,600.00
Getac Enterprise-Video License and Annual Maintenance - Per Device			

TOTAL

\$27,392.00

Accepted By

Accepted Date



EVIDENCE LIBRARY SOFTWARE MAINTENANCE PLAN

TERMS AND CONDITIONS

Your WatchGuard Software Maintenance Plan for Evidence Library (herein referred to as the “Software Maintenance Plan”) is governed by these Terms and Conditions and constitutes your contract with WatchGuard, Inc. as described below. Subject to these Terms and Conditions,

- (ii) The Evidence Library Software (“Covered Software”) first sold to an end user is guaranteed to be free from defects in material and workmanship for the duration of the coverage period.
- (iii) The Software Maintenance Plan provides you with access to telephone technical support and web-based support resources for the Covered Software.
- (iv) The Software Maintenance Plan provides you with access to software service packs, minor software updates, major software upgrades, and 4RE/VISTA Firmware updates.
- (v) The Software Maintenance Plan includes the “Basic” level of CLOUD-SHARE.

The Software Maintenance Plan can be extended beyond the first year, provided payment for the annual Software Maintenance Plan for each year is made to WatchGuard prior to the end of the Coverage Period. The Software Maintenance Plan must be carried consecutively without any lapses in yearly coverage across all purchased 4RE In-Car, and VISTA units. WatchGuard will track the serial numbers of each unit and associate coverage with the Software Maintenance Plan respectively. All 4RE In-Car, VISTA and IT related hardware is excluded under the Software Maintenance Plan.

The duration of the Software Maintenance Plan (“Coverage Period”) is for the period specified by any and all paid invoices related to the purchases of Software Maintenance Plans. WatchGuard may restrict service provided under this Software Maintenance Plan to the Covered Software’s original country of purchase.

All Software Maintenance plans will have a “Common” expiration date that will be determined by the expiration of the original Software Maintenance from the initial purchase invoice. The common expiration date will be the same for all units. Any additional units purchased after the initial invoice, will not have Software Maintenance extended past the common expiration date unless additional years of Software Maintenance are purchased. All units must be extended at the same time and then the new expiration date will become the common expiration date for all current and future units purchased.



SERVICE OPTIONS:

Remote Service which includes call center, on-line chat, email, will call, and remote desktop service, is provided free of charge for the Coverage Period. In instances where remote desktop capability is accessible, WatchGuard will make every reasonable effort to provide a solution remotely.

On-Site Technical Service must be scheduled in advance and is available not-to-exceed the amount for daily rate. Contact WatchGuard for further information regarding rates and availability.

TECHNICAL SUPPORT

TELEPHONE AND WEB SUPPORT

During the Coverage Period WatchGuard will provide you with access to telephone technical support and web-based technical support resources. Technical support may include the launch, configuration, troubleshooting, and recovery, interpreting system error messages, and determining when hardware repairs are required. WatchGuard will provide technical support for the Covered Software including software applications that are installed by WatchGuard or an Authorized Service Center. WatchGuard will provide support for the then-current version of the software.

SUPPORT LIMITATIONS

The Software Maintenance Plan does not cover:

- (i) Issues that could be resolved by upgrading the software to the then-current version.
- (ii) Your use of or modification to the Covered Software in a manner for which the Covered Software is not intended to be used or modified.
- (iii) Third-party products or their effects on or interactions with the Covered Software.
- (iv) Does not cover the services or time related to the installation of the software, training, or software upgrades.
- (v) Your use of a computer or operating system that is unrelated to Covered Software.
- (vi) Connectivity issues with the Covered Software over networks not built or supported by WatchGuard.
- (vii) Covered Software that has been deleted or uninstalled.
- (viii) Preventative maintenance on the Covered Software.
- (ix) Damage to, or loss of, any software or data residing or recorded on the same computer as the Covered Software. The contents of the hard drive may be deleted in the course of service. WatchGuard may install system software updates as part of your service that will prevent the software from reverting to an earlier version. Reinstallation of software programs and user data are not covered under this Plan.



- (x) Hardware Warranty coverage includes, but is not limited to, servers, computers, DVD burners, JBOD online storage devices, uninterruptable power supplies, building mounted antennas, and all related brackets and mounting hardware (“IT Equipment”).
- (xi) On-Site technical service.
- (xii) Problems caused by the function of a network or viruses or other software problems introduced into the Covered Software or computer the Covered Software is running on.
- (xiii) Except as specifically provided herein, any other damages that do not arise from defects in materials and workmanship or ordinary and customary usage of the Covered Software.

Any Incident deemed out of scope as defined in this Software Maintenance Plan or any incident that occurs while no Software Maintenance Plan Agreement is in place, shall be subject to additional fees and/or charges. The Customer will be quoted applicable charges and rates prior to any service(s) being performed. Approved service(s) will commence upon receipt of a purchase order.

OBTAINING TECHNICAL SUPPORT

You may obtain technical support by calling (800) 605-6734. The Customer Service Representative will provide you technical support.

YOUR RESPONSIBILITY

To receive service or support under the Plan, you agree to comply with the following:

- (i) Provide your agency name and serial number (if required) of the Covered Software.
- (ii) Provide information about the symptoms and causes of the problems with the Covered Software.
- (iii) Respond to requests for information, including but not limited to the associated serial number of Covered Software, version, model, IT hardware, and software including operating system and database software, third-party software installed, any peripherals devices connected or installed with the Covered Software, any error messages displayed, actions taken before the Covered Software experienced the issue and steps taken to resolve the issue.
- (iv) You shall maintain all IT Equipment related to or required by the Covered Software. Any incident arising from inadequate maintenance of these systems shall be subject to additional per incident charges
- (v) Any changes to the hardware or software environment for both the Covered Software and IT Equipment made by Customer that results in any degradation in performance will be the responsibility of you including any related costs to correct the issue. Changes include, but are not limited to, in-car installation resulting in a non-approved



installation, damaged or misalignment of wireless antennas caused by the customer or weather, untrimmed trees or added obstacles that degrade wireless signal strength, added vehicles without regard for adding additional wireless access points that results in degraded performance, adding or changing video storage locations in an improper manner, adding or updating server software without the approval of WatchGuard, changes to the 4RE related network topology or architecture without consultation of WatchGuard.

GENERAL TERMS

- (i) WatchGuard may subcontract or assign performance of its obligations to third-parties but will not be relieved of its obligations to you in doing so.
- (ii) WatchGuard is not responsible for any failures or delays in performing under the Plan that are due to events outside WatchGuard's reasonable control.
- (iii) This Plan is offered and valid only in the United States of America. This Plan may not be available in all states, and is not available where prohibited by law.
- (iv) In carrying out its obligations WatchGuard may, at its discretion and solely for the purposes of monitoring the quality of WatchGuard's response, record part or all of the calls between you and WatchGuard.
- (v) WatchGuard is not obligated to renew the Software Maintenance Plan after termination. If a new Software Maintenance Plan is offered, WatchGuard will determine the price and terms.

LIMITATION OF LIABILITY

EXCEPT FOR THE LIMITED WARRANTIES AND REMEDIES CONTAINED HEREIN, THIS PRODUCT IS PROVIDED ON AN "AS IS" BASIS, WITHOUT ANY OTHER WARRANTIES OR CONDITIONS, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THOSE ARISING BY LAW, STATUTE, USAGE OF TRADE, OR COURSE OF DEALING.

NEITHER WATCHGUARD NOR ITS DEALERS OR SUPPLIERS WILL HAVE ANY LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE OR PROFIT, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE THIS PRODUCT OR FROM DEFECTS IN THE PRODUCT, EVEN IF WATCHGUARD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR THEY ARE FORESEEABLE. WATCHGUARD IS ALSO NOT RESPONSIBLE FOR CLAIMS BY A THIRD PARTY. WATCHGUARD'S MAXIMUM AGGREGATE LIABILITY TO YOU, AND THAT OF ITS DEALERS AND SUPPLIERS, SHALL NOT EXCEED YOUR ACTUAL DAMAGES.

This limited warranty gives you specific legal rights. You may also have other rights that may vary from state to state or from country to country. You are advised to consult applicable state or country laws for a full determination of your rights.



SUPPORT CONTACT INFORMATION

WatchGuard, Inc.

Attn: Customer Service Department
415 E Exchange Parkway
Allen, Texas 75002
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



IN-CAR HARDWARE WARRANTY – 5 YEAR PLAN

5 YEAR LIMITED IN-CAR HARDWARE WARRANTY

WatchGuard, Inc., in recognition of its responsibility to provide quality systems, components, and workmanship, warrants each system, part, and component it manufactures first sold to an end user to be free from defects in material and workmanship for a period of **ONE-YEAR** from the date of purchase. A defective component that is repaired or replaced under this limited warranty will be covered for the remainder of the original warranty period. With the purchase of this 5 Year Extended Warranty, where defects in material or workmanship may occur, the following warranty terms and conditions apply:

WARRANTOR – This warranty is granted by WatchGuard, Inc., 415 E. Exchange, Allen, TX 75002-2616, Telephone: 972-423-9777, Facsimile: 972-423-9778.

PARTIES TO WHOM WARRANTY IS INTENDED – This warranty extends to the original end user of the equipment only and is not transferable. Any exceptions must be approved in writing from WatchGuard.

PARTS AND COMPONENTS COVERED – All parts and components and repair labor of the warranted unit manufactured and/or installed by WatchGuard are covered by this warranty, except those parts and components excluded below.

PARTS AND COMPONENTS NOT COVERED – The Limited Warranty excludes normal wear-and-tear items such as frayed or broken cords, broken connectors, and scratched or broken displays. WatchGuard reserves the right to charge for damages resulting from abuse, improper installation, or extraordinary environmental damage (including damages caused by spilled liquids) to the unit during the warranty period at rates normally charged for repairing such units not covered under the Limited Warranty. In cases where potential charges would be incurred due to said damages, the agency submitting the system for repairs will be notified. Altered, damaged, or removed serial numbers results in voiding this Limited Warranty. If while under the warranty period, it is determined that the WatchGuard system was internally changed, modified, or repair attempted, the system warranty will become null and void.

LIMITED LIABILITY – WatchGuard's liability is limited to the repair or replacement of components found to be defective by WatchGuard. WatchGuard will not be liable for any direct, indirect, consequential, or incidental damages arising out of the use of or inability to use the system even if the unit proved to be defective. WatchGuard will not be responsible for any removal or re-installation cost of the unit or for damages caused by improper installation.



REMEDY – If, within the duration of this warranty, a unit or component covered by this warranty is determined by WatchGuard to be defective in material or workmanship, WatchGuard shall replace any defective components. Replacement of a defective component(s) pursuant to this warranty shall be warranted for the remainder of the warranty period applicable to the system warranty period. WatchGuard will advance ship a replacement unit, or at the request of the customer, ask for the unit to be sent in for repair. In the case of an advanced shipment replacement, WatchGuard will supply a return label with the advance unit, and the customer must return the defect within thirty days.

SHIPPING – When an advanced replacement is sent out, the unit will ship via ground shipping, and WatchGuard will provide a prepaid shipping label to return any defective unit for end users in the continental United States. A serial number is required to be submitted with the request in order to receive an advanced replacement unit. The customer will need to contact WatchGuard’s Customer Service Department to request a return material authorization (RMA) number. Failure to return the unit within the thirty-day window will result in the customer being billed the full purchase price of the advance shipped unit.

If the customer requests the unit be sent in for repair, the end user will be responsible for any shipping charges to WatchGuard. WatchGuard will return ship the product to a customer within the continental United States by prepaid ground shipping only. Any expedited shipping costs are the responsibility of the end user.

Customers that are outside the continental United States will be responsible for all transportation costs both to and from WatchGuard’s factory for warranty service, including without limitation to any export or import fees, duties, tariffs, or any other related fees that may be incurred during transportation. You may also obtain warranty service by contacting your local WatchGuard Authorized Service Center (ASC) for shipping instructions. A list of local ASCs may be obtained by contacting WatchGuard’s Customer Service Department. Customers will be responsible for all transportation costs to and from the local ASC for warranty service.

SUPPORT CONTACT INFORMATION

WatchGuard, Inc.

Attn: Customer Service Department
415 E. Exchange
Allen, Texas 75002-2616
(800) 605-6734 Toll Free Main Phone
(972) 423-9777 Main
(972) 423-9778 Fax
www.watchguardvideo.com
support@watchguardvideo.com



REQUEST FOR BOARD ACTION

MEETING DATE: October 20, 2020

DEPARTMENT: Community Development

SUBJECT: Variation to Section 15.3-2, Permitted Fencing, Rear and Side Yards, at 261 Wright Drive

EXECUTIVE SUMMARY

The property owner of 261 Wright Drive requests a variation to the Zoning Ordinance to allow for construction of a six-foot high solid fence, along the side and rear yard lot lines of his property. The code requirements state fences need to be at least 30 percent open. Village policy has allowed for the construction of board-on-board style fencing, with the 30 percent open requirement calculated per each face-side of fencing section.

The applicant's request for variation is to increase the safety of his family, with an increase of security of his private property rear yard area by constructing a solid style fence. The attached Site Plan shows the requested location for the fence.

The Planning and Zoning Commission conducted a public hearing on October 12, 2020 for the petitioner's request. The Commissioners voted 4 - 2 to recommend approval for construction of a six-foot high, solid wood fence.

The Commission indicated they would like to review the Fence Section of the Zoning Ordinance at their next regularly scheduled meeting for possible text amendments pertaining to the openness provision, and other provisions of the Section.

FINANCIAL IMPACT

None

ATTACHMENTS

- | | | |
|-----------------|-------------------|--------------|
| 1. Staff Report | 3. Site Plan | 5. Photos |
| 2. Application | 4. Plat of Survey | 6. Ordinance |

RECOMMENDED MOTION

Motion to approve an ordinance for variation to Section 15.3-2 of the Zoning Ordinance, to allow construction of a six-foot high solid wood fence, located along the rear and side yard lot lines on Parcel 18-26-139-007 at 261 Wright Drive.

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: October 12, 2020

DEPARTMENT: Community Development

SUBJECT: Variation to Section 15.3-2, Side and Rear Yards

EXECUTIVE SUMMARY

General Information

Requested Action: Variation to Section 15.3-2, Side and Rear Yard Fencing, of the Zoning Ordinance to allow for construction of a solid fence. (The ordinance requires fencing panels to be a minimum of 30 percent open).

Owner: Jacob Gregory

Applicant: Jacob Gregory

Purpose: Allow construction of a solid fence in the side and rear yards.

Location and Size: 261 Wright Drive

Zoning and Land Use:

Site:	R-2 One Family Dwelling District
North:	R-2 One Family Dwelling District
East:	R-2 One Family Dwelling District
South:	R-2 One Family Dwelling District
West:	R-2 One Family Dwelling District

Background

The applicant requests variation to the Zoning Ordinance to permit a six-foot high solid panel fence along the side and rear lot lines of his property.

Standards and Findings of Fact for a Variation

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located;

The applicant indicates without a solid fence, he cannot maximize the enjoyment of his property due to adjacent properties with barking dogs that pounce on the current fencing. He feels his family's health, safety, and security are threatened.

B. The plight of the owner is due to unique circumstances; and

The applicant indicates the current five-foot high board-on-board fence does not offer sufficient protection for his children from the neighbor's dogs.

C. The variation, if granted, will not alter the essential character of the locality.

The applicant indicates this will not alter the essential character of the locality, and a new solid fence will be aesthetically pleasing.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

D. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out;

The applicant indicates the hardship created is if required to install a board-on-board fence, his children could put their small hands through the boards and be bitten by the neighbor's dogs. The applicant also believes people coughing and sneezing at the adjacent properties will endanger his family's health.

E. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification;

The applicant indicates the solid fence will protect his family and neighbors from airborne Covid-19, and his family from dog bites.

That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;

The applicant indicates the variation is not to make money from the property.

F. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

The applicant indicates he did not intentionally desire to not meet minimum code required fence openness. He indicates the variance request is driven by conditions present at adjacent properties.

G. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

The applicant indicates it will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.

H. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The applicant indicates the new fence will not impair an adequate supply of light and air to adjacent properties, will reduce fire hazard by removing the old wooden fence, and will help property values.

ATTACHMENTS

1. Application
2. Site Plan
3. Plat with fence location
4. Photos

RECOMMENDED ACTION

The Commission does **not** recommend approval to the Village Board for variation to Section 15.3-2 of the Zoning Ordinance at 261 Wright Drive 18-26-179-007 allowing the construction of six-foot high solid fencing along the side and rear lot lines.

The recommendation is based on the fact that variations are intended to be property rights that run with the land, not intended to address specific individual's needs that currently occupy the property.

Should the Commission desire to consider a text amendment to allow solid fencing throughout the Village, the petitioner's hearing, could be continued.



PLANNING & ZONING APPLICATION

Property Information

Common street address: 261 Wright Drive

PIN (Property Index Number): 1826 179 007

Current Zoning: R2-PUD Proposed Zoning: R2-PUD

Current Use: Residential Proposed Use: Residential

Is the request consistent with the Comprehensive Plan? yes

Number of Acres: .25 If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.

Legal description of the property (print or attach exhibit):

Property Owner Information

Name(s): Jacob Gregory

Business/Firm Name (if applicable):

Address: 261 Wright Drive

City/State/Zip: Lake in the Hills, IL 60156

Phone Number: 847-529-8507

Email: JacobLV77@AOL.com

Applicant Information

Name(s): Jacob Gregory

Business/Firm Name (if applicable):

Address: 261 Wright Drive

City/State/Zip: Lake in the Hills, IL 60156

Phone Number: 847-529-8507

Email: JacobLV77@AOL.com



Planning and Zoning Commission

Hearing Acknowledgement Form for Single Family Residential Variations per Section 21.6-4 of the Zoning Ordinance

The undersigned acknowledges receipt of the public notice for a residential variation filed by

Jacob Gregory

(Applicant)

regarding the property at 261 Wright Drive Lake in the Hills IL 60156.

I understand a hearing will be held on the 12th day of October __ 20__, at 7:30pm at the Lake in the Hills Village Hall, 600 Harvest Gate, Lake in the Hills, IL 60156.

Property Owner's Signature

S. S. M.

Date

9/8/2020

Address

261 Wright Drive Lake in the Hills, IL 60156

PIN#

1826179007

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

We are seeking a variation for a 6 foot white solid vinyl

privacy fence or a 6 foot vinyl solid privacy fence in the

Driftwood Gray color in wood vinyl grain to replace the arched

old board on board semi privacy fence and two gates to replace the
existing ones.

This request is to prevent my three and four year old children

from being bitten by the large vicious dogs that live

at the properties located to the left hand side of my home

and the two homes behind my home.

This request is also being made to keep the noise coming from
neighbors homes. I suffer from PTSD & anxiety attacks. Loud
noises initiate anxiety attacks

The fence is made of beautiful white or driftwood gray vinyl, so it will
be visually pleasing to others. Our children, privacy and health are our
top priority. The existing fence has openings between each board
which endangers my children and our health. With COVID-19 airborne
particles can travel between the boards of the existing fence.
Neighbors have parties on the weekends and do not wear masks

A new 6 foot vinyl solid fence will provide security to my
children and a solid barrier against COVID-19. The fence will
also provide privacy and reduce noise levels.

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

We cannot MAXIMIZE The enjoyment of our Property as it is now.
The excessive dog barking and dogs pouncing on my fence when my
children come out to play does not provide us safety or security.
Children are curious and I am afraid AT what would happen
if they put their tiny hands through the openings of the existing
fence.

A 6 foot solid privacy fence will protect my children and our
Health.

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

Current arched 3 foot wood board on board fence has openings
my children could be bitten by any of the large dogs that
live in the houses that are behind my yard or by the one to
the left of my house.

A 6 foot solid vinyl fence will not allow the dogs to see
my children and will reduce dog barking, noise from backyard
parties and will provide a better barrier against COVID-19

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

A new solid vinyl fence will replace the existing fence
and will be aesthetically pleasing.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

IF we were to install a 6 Foot Board on Board Fence as is current law, our children could put their small hands through the boards and be bitten. People coughing and sneezing will endanger our health since they do not wear masks.

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

The fence would not be an obstruction. The 6 foot solid vinyl privacy fence will protect my children, and myself from covid-19. Protection from dog bites will be provided by the new 6 foot solid vinyl fence.

The fence will also protect neighbors from Airbourne covid-19

6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

The desire is to provide a safe enclosure to our children and the children of visiting friends and relatives. Adding a new 6 foot vinyl solid fence would increase the "sale price" However we purchase our home in August 2019 and have no intention of selling our home at all.

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

My house is not for sale and won't be. The 5 foot arched board on board fence was already installed. A solid 6 foot vinyl fence ensures protection/control of property

8. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. **Explain how this standard is met.**

Replacing The old Fence with A 6 Foot Solid Vinyl Privacy
Fence is not detrimental To Public welfare - but the opposite.
It will not injur other Property or improvements as The Fence
will be replacing the old Fence that is on my Property

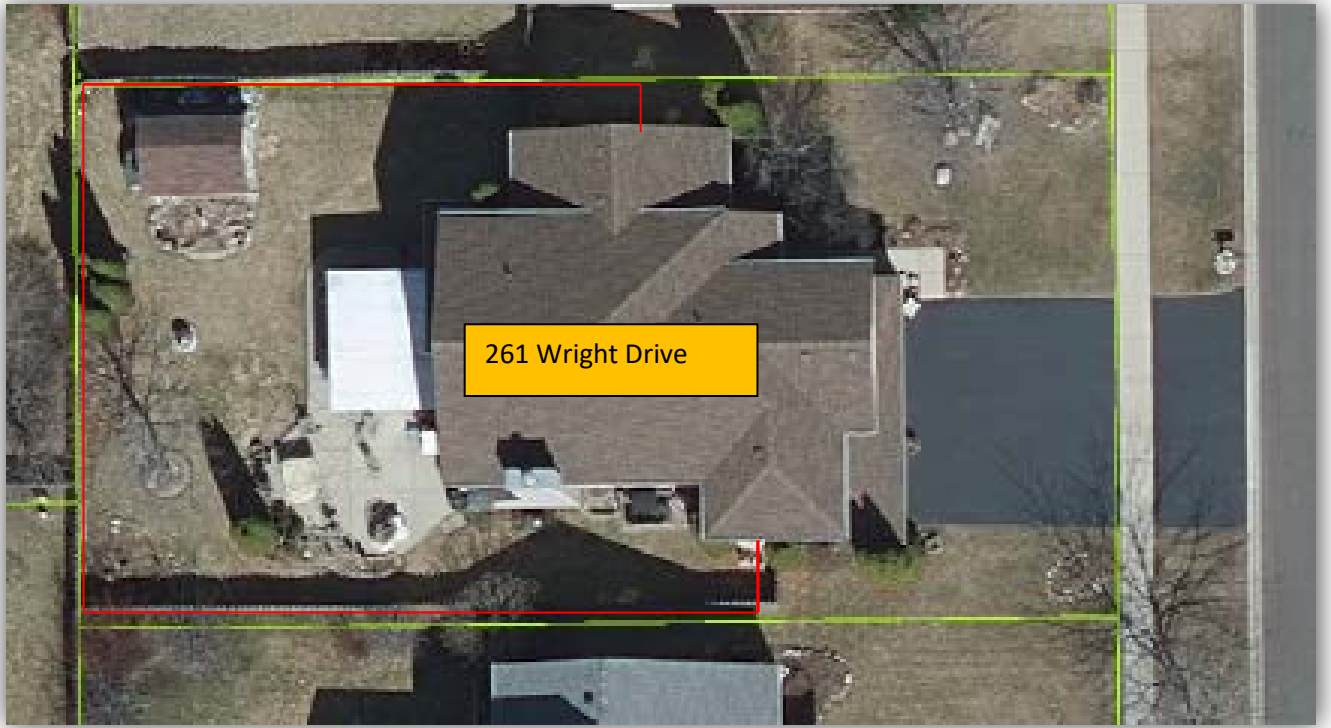
9. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. **Explain how this standard is met.**

A 6 Foot Vinyl Solid Privacy Fence will not impair Adequate
Supply of light or Air To Adjacent Properties. A Vinyl Fence
will reduce The Danger of Fire. The existing old wood Fence
Poses A Risk of Fire and does not help the Value of Properties

around me.
A new 6 Foot Privacy Vinyl Fence beautifies my yard and their yards which
help their Property Values.

S.S.H 9/8/2020
Applicant's Signature Date

S.S.H 9/8/2020
Property Owner's Signature Date



261 Wright Drive

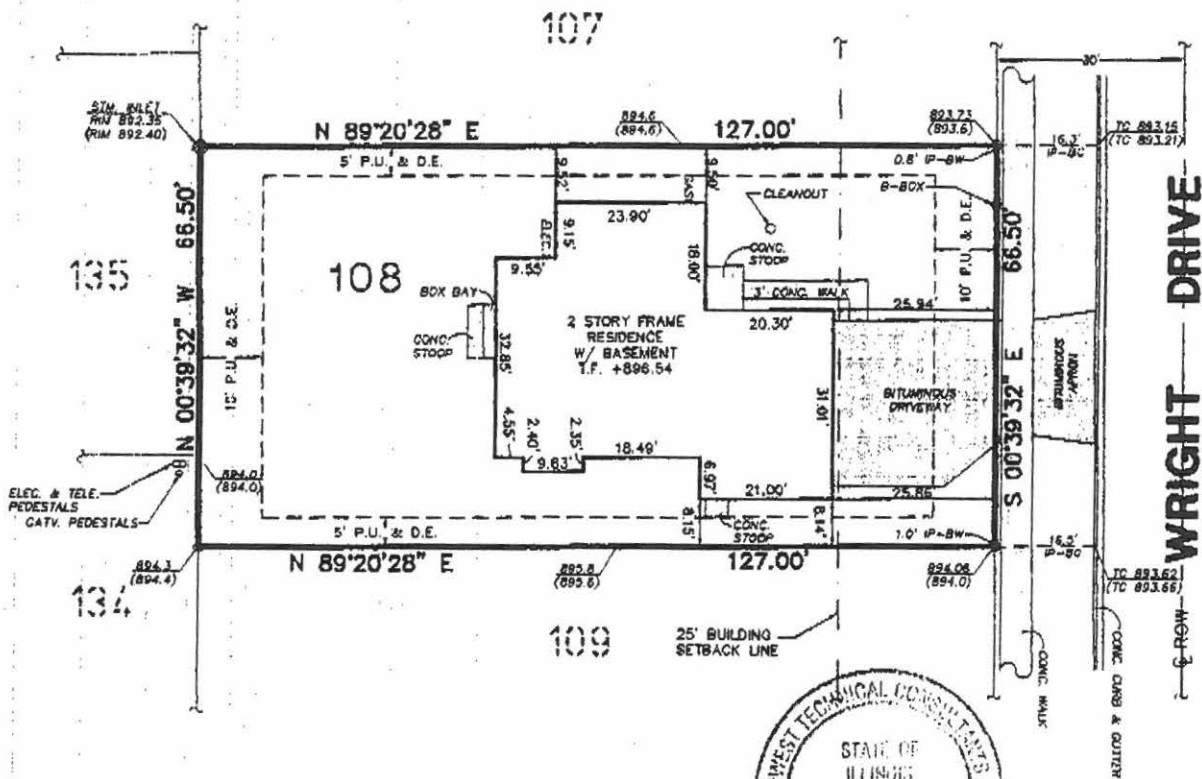
	CHECKED BY	DATE
LOT	CAM	C.S.
PERMIT		E.S.
ASBUILT		E.S.
FINAL	CAM	MEP
UPDATE		

FINAL PLAT OF SURVEY

OF
 Lot 108 n Sumner Glen, being a subdivision of part of the East Half of the Northwest Quarter of Section 26, Township 43 North, Range 7 East of the Third Principal Meridian according to the Plat thereof recorded August 2, 1995, as Document No. 95R031246, in McHenry County, Illinois.



SCALE: 1" = 20'



Survey updated to show improvements this 21st day of October, 1996

Bruce A. Bruckelmeier
 Bruce A. Bruckelmeier, P.L.S. #2650
 President

Prepared for: Town & Country Homes
 Job No. 121-190-2
 Top of Foundation Elevation = See Plat
 Address: 261 WRIGHT DRIVE

NOTES:
 THE FINISH GRADING OF THE LOT HAS BEEN COMPLETED AND SUBSTANTIALLY COMPLIES WITH THE APPROVED ENGINEERING PLANS FOR THE LOT.

PROPOSED ELEVATIONS AS SHOWN HEREON ARE TAKEN FROM SITE IMPROVEMENT PLANS FOR HAMPTON WEST - PHASE TWO PREPARED BY CORNELY GUDMUNDSON LEADER LTD. DATED 9/1/94, AS REVISED 3/22/95.

State of Illinois | S. S.
 County of Du Page |

We, Midwest Technical Consultants, Inc., Illinois Professional Land Surveying Corporation No. 50, do hereby certify that the Plat shown herein is a correct representation of a survey performed at and under our direction.

All dimensions shown in feet and decimal parts thereof.

- IRON PIPE SET
 - IRON PIPE FOUND
 - † TOP OF FOUNDATION
 - P.U. & D.E. PUBLIC UTILITY & DRAINAGE EASEMENT
- COMPARE ALL POINTS BEFORE BUILDING AND REPORT ANY DIFFERENCES AT ONCE.

FOR BENCHMARK INFORMATION REFER TO SHEET 1 OF ENGINEERING IMPROVEMENT PLANS FOR HAMPTON WEST PHASE TWO PREPARED BY CORNELY GUDMUNDSON LEADER LTD. DATED 9/1/94.



MIDWEST TECHNICAL CONSULTANTS, INC.
 LAND SURVEYORS
 1832 CENTRE POINT DRIVE SUITE 106
 NAPERVILLE, ILLINOIS 60563

TELEPHONE:
 (830) 505-0101
 FACSIMILE
 (830) 505-0318

Given under my hand and seal in Naperville, Illinois, this 23rd day of July, A.D., 1996.

Bruce A. Bruckelmeier
 Bruce A. Bruckelmeier, P.L.S. #2650



Existing fencing at 261 Wright Drive.



Existing fencing at 261 Wright Drive.



Existing fencing at 261 Wright Drive.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - ____

**An Ordinance Granting a Variation to Section 15.3-2,
Permitted Fencing, Rear and Side Yards, to Allow a Six-Foot
High Solid Fence Along the Side and Rear Lot Lines on
Parcel 18-26-179-007 at 261 Wright Drive**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, Jacob Gregory, applicant, of the Subject Property located at 261 Wright Drive, Lake in the Hills, IL 60156 with a PIN of 18-26-179-007, petitioned the Village of Lake in the Hills for a variation to Section 15.3-2, Permitted Fencing, Rear and Side Yards, of the Zoning Ordinance to allow a six-foot high solid fence along the rear and side lot lines, in lieu of a six-foot high, minimum thirty percent open fence as allowed by code; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and its recommendation relative to the variations for the subject property; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the report of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearing before the Commission; and

NOW, THEREFORE, Be It ordained by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that:

SECTION 1: The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The findings and recommendations of the Planning and Zoning Commission on the question of granting the variation for the Subject Property at 261 Wright Drive is hereby accepted.

SECTION 3: Variation to Section 15.3-2, Permitted Fencing, Rear and Side Yards, of the Zoning Ordinance to allow the construction of a six-foot high solid fence along the side and rear lot lines of the Subject Property is hereby granted; and

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

SECTION 5: 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 judgement shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall continue in full force and effect.

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 22nd day of October, 2020 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 22ND DAY OF OCTOBER, 2020

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____