

Village of Third Lake
Regular Meeting of the Board of Trustees
March 21, 2022
Minutes

1. President Buckley called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

Present: Honegger, Mateja, Penny, Ruwitch, Van Zeyl
Absent: Hameister
Also Present: Paul and Ann Kendzior

4. Open to the floor

Paul Kendzior of Mariner's Cove addressed the Board regarding the retention pond dredging project. Mr. Kendzior expressed concerns over the current plans for placing the dredging material to be placed on site. He is concerned about odor problems, unnecessary removal of trees and impact to adjacent properties. He would like to add an addendum to the bid specs which would ask for an alternate solution to take off site. See appendix A for addendum.

Ann Kendzior of Mariner's Cove addressed the Board regarding the dredging project. She is concerned of the implications if the dredging material is stored on site. She is concerned about the safety of children playing near the site, potential toxicity of the material, and the smell. She would like to see the costs of hauling away the material.

President Buckley explained that after meeting with the residents on Saturday, he forwarded information to the engineer so that the bidders on the project can provide an alternative cost to haul away. He said that even if material is hauled away, the dredging material will have to be de-watered. He said that the park land will not be usable in the process and that a silt fence and a chain link fence will be surrounding the area.

5. Consent Agenda

- A. Motion to approve Regular Board Minutes dated February 22, 2022.
- B. Motion to approve Accounts Payable dated March 15, 2022 totaling \$29,324.02.
- C. Motion to approve the Treasurer's Report – Fund balances as of February 28, 2022.
- D. Motion to approve the Treasurer's Report – Monthly Revenues & Expenditures February 2022.
- E. Motion to approve Treasurer's Report – Year-to-Date Revenues & Expenditures May through February 2022

Motion by Penny seconded by Mateja to approve the consent agenda.

Roll Call Vote:

Ayes: Honegger, Mateja, Penny, Ruwitch, Van Zeyl
Absent: Hameister
Nays: None

MOTION CARRIED

7. Items Pulled from the Consent Agenda:
8. President Report
9. Liquor Ordinance – President Buckley explained that the changes made to the liquor license including removing the gaming license information, removing the application and formatting the document to match formatting of the ordinances that have been recently passed.

Motion by Ruwitch seconded by Van Zeyl to approve Ordinance No. 22-03-02 AN ORDINANCE LICENSING AND PROVIDING FOR THE REGULATION OF THE SALE OF ALCOHOLIC LIQUOR WITHIN THE VILLAGE OF THIRD LAKE, LAKE COUNTY, ILLINOIS, AND REPEALING ORDINANCE NO. 20-09-01

Roll Call Vote:

Ayes: Honegger, Mateja, Penny, Ruwitch, Van Zeyl
Absent: Hameister
Nays: None

MOTION CARRIED

10. Gaming Ordinance – President Buckley stated that since the gaming information was removed from the liquor ordinance, a new gaming ordinance was written.

Motion by Penny seconded by Honegger to approve Ordinance No. 22-03-01 AN ORDINANCE OF THE VILLAGE OF THIRD LAKE, LAKE COUNTY, ILLINOIS REGULATING VIDEO GAMING

Roll Call Vote:

Ayes: Honegger, Mateja, Penny, Ruwitch, Van Zeyl
Absent: Hameister
Nays: None

MOTION CARRIED

11. Village Attorney Report - none
12. Engineer Report – President Buckley stated that he met with homeowners that live near the Mariner’s Cove dredging project. He stated that he just received the specs from the engineer and wanted to communicate the information to those who will be most impacted by the

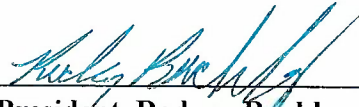
project. He said that the residents are concerned about the smell and that one of the residents said that the village he works for would charge special assessments for these types of projects. He said that he reached out to several other villages, and it is a common practice to spread out the material. He also stated that he spoke to Mariner's Cove HOA so they can plan for their part in the project even though they will not get grants until next year. President Buckley said that we will add the addendum to the bid specs that are to be opened on April 4. President Buckley stated that an explanation of the project will be included in the next Vine. Trustee Mateja suggested putting the project information on the website.

- 13. Committee Reports
 - A. Finance
 - B. Lakes
 - C. Planning/Development
 - D. Public Safety
 - E. Public Works
 - F. Zoning/Ordinances
- 14. Unfinished Business - none
- 15. New Business - none
- 16. Open to Floor - none
- 17. Executive Session – none
- 18. Adjournment

Motion by Mateja, seconded by Honegger to adjourn the Board meeting at 7:23 p.m.

Ayes: All Nays: None

MOTION CARRIED

Approved: 
President, Rodney Buckley

ATTEST: 
Village Clerk, Michelle Smith

MARINER'S COVE POND DREDGING PROJECT- ADDENDUM #1
SPECIAL CONDITIONS AND ALTERNATE #1

MARCH 22, 2022

This Addendum does not alter any other condition of the Engineering Plans or Project Manual with respect to the Mariner's Cove Pond Dredging Contract. All items and pages contained within the original Bidding Documents, not specifically changed by this Addendum, are binding and made part of the Contract through this Addendum.

The following outlines Additions, Clarifications and Updates to the Mariner's Cove Pond Dredging Contract.

PROGRESS SCHEDULE, SEQUENCE, MEETINGS AND REPORTS:

The Contractor will be required to provide a written schedule within ten (10) calendar days of receipt of the executed Contract, outlining the necessary steps to meet the Completion Dates listed in the Project Manual. All critical dates for installing Construction Haul Road, Protection and Silt Fencing, beginning of Topsoil Stripping and Stockpiling, and completion of excavation of sludge drying basin are to be itemized. This schedule will also be required to describe the sequence that will be followed for the dredging operations and lifts of depositing of dredged materials layers for drying.

The proposed sequence shall either follow the sequence outlined herein or describe why it is in the Owner's best interest to follow a different sequence.

1. The Contractor will begin by installing 6' chain link protection fence and silt fencing in project area as shown on engineering drawings. Coordinate a Soils Engineer to obtain 4 soil borings at locations within the lake bottom to a minimum depth of 15' and provide a soils content report prior to dredging beginning. Once borings reports have been approved, begin tree and vegetation removal within the project Limits of Work as shown on the Engineering Plans. All tree removal shall include the removal of stumps and roots to below the sludge drying pond bottom elevation.
2. Once vegetation removal has been completed, contractor is to start earthwork at the SOUTH end of the project, strip and then stockpile ALL topsoil along the south edge of Mainsail Drive, east of the access haul road and as designated by the Project Engineer at the north end of the project for re-spread at the completion of the project, prior to seeding operations.
3. Commence with excavation of subbase soils, begin shaping and compaction of berms around dredging drying pond, and excavation of drying pond soils until reaching the design grades shown on the engineering plans. By this point in the project, the Contractor must have provided a detailed written sequence of events for the hydraulic dredging of the north and south ponds, including how the north pond dredging will be accomplished.
4. Once final grade of berms and drying pond has been accomplished, reviewed, and approved in writing by the engineer, begin hydraulic dredging of the north and south ponds as detailed in the written sequence provided above in #3.
5. After each sequence of hydraulic dredging layer has been dewatered and dried, compact the dredged material to at least 90% proctor with approved equipment by the Contractor and Engineer.

Recommended compaction be performed by pneumatic roller to provide a smooth, even bottom once drying is complete for each layer.

6. Once each layer has been dried and compacted, proceed with the subsequent next dredging layer for the dredging pond. Continue repeated operations until the storage pond has been filled and compacted to 6" below the design grades shown on the Engineering Plans.
7. At this point in the project, **if Alternate #1 is accepted**, re-spread topsoil from topsoil stockpile over pond and adjacent holding berms to a minimum depth of 6" or as deep as allowed by the volume generated from striping and stockpiling. The Contractor will then restore disturbed areas with the specified seed mix and erosion control blanket.
8. Once a vegetative cover crop has been fully germinated and mown by the Mariner's Cove Landscape Contractor twice (mowing NOT the responsibility of the Contractor), and all re-vegetation has been approved by the Engineer and Lake County Stormwater Management, the Contractor will then remove all the site construction and safety fencing.

INCIDENTAL ITEMS OF WORK:

Any items of work shown on the drawings or called for in the specifications, but not included in the Bid Form, shall be considered incidental items of work.

The cost of incidental items of work shall be included in the prices bid for associated or adjacent work.

DESCRIPTION OF BASE BID AND ALTERNATE BID FORM ITEMS:

1. All items contained within the originally issued Construction Bidding Drawings shall be considered part of the BASE BID. This Addendum Adds to and Clarifies the Earthwork Portion of the BASE BID- Particularly the added requirement of Striping and Stockpiling the existing Topsoil. Striping and Stockpiling of Topsoil will be considered PART OF THE BASE BID.
2. All items described below shall be considered part of ALTERNATE #1.- FINISH GRADE AND SEEDING: Perform all earthwork and grading operations required for finish grading disturbed areas within the project limits for spreading the stockpile of topsoil generated as part of the BASE BID. ALTERNATE #1. work shall include excavating, hauling, and spreading topsoil materials contained within the stockpile to a finished grade as shown on the Engineering Drawings.
3. ALTERNATE #1- SPREADING, FINISH GRADING TOPSOIL AND SEEDING shall be bid as an ADDITIVE ALTERNATE TO THE CONTRACT on the separate Line Item Provided in the Bid Proposal Form attached.

ALTERNATE #1- Provide and install seed and blanket on all disturbed areas within the site. This shall include, but is not limited to, providing and spreading stockpiled topsoil, covering with erosion control blanket and seed as noted in the seeding technical section.

1. ROUGH GRADING

2. Rough grade subgrade systematically as early as possible to allow for a maximum amount of natural settlement and compaction. Eliminate uneven areas and low spots. Remove debris, roots, branches and stones in excess of 1/2" in size.
3. Bring subgrade to indicated levels, profiles and contours. Make changes in grade gradual and blend slopes into level areas.
4. Slope grade away at a minimum 2% slope unless indicated otherwise.

COMPACTION

1. Degree of compaction shall be in accordance with the IDOT Standard Specifications.
2. Materials which are within the moisture requirements specified within the Standard Specifications but, which display pronounced deformation under the action of earthmoving and compaction equipment shall be disced to dry and re-compacted. Inform Owner's Representative at once prior to over-excavation or discing for determination of remedy. If the Contractor proceeds without written consent to proceed with additional discing or over-excavation, this work will be done at the expense of the Contractor.

TOPSOIL

3. On-site topsoil shall be stockpiled and then spread over areas disturbed at the end of the dewatering period for the dredged materials. On-site topsoil must be free from turfgrass and other organic materials. Stockpile shall not exceed 12' in height and have silt fence completely surrounding the base.

TOPSOIL SPREADING

4. Contractor is responsible for spreading a uniform layer of topsoil over areas disturbed by construction operations that are to receive seed. Depth of topsoil shall be a minimum of 6" over the dredging storage basin and berms. Topsoil shall be spread just prior to seeding operations. If topsoil is spread 10 or more days before seeding, it shall be raked and fine grading once again prior to seeding.
5. Topsoil shall be spread in a uniform layer, to a thickness, which will compact to the depth of 6" to bring final lawn and grass surfaces to required elevation and flush with adjacent turf areas to prevent any ponding or drainage problems. Unless otherwise indicated, minimum depth of topsoil shall be 6 in. compacted measure. Topsoil shall compact to 85% compaction, determined as stated in ASTM D 1557.
6. Surfaces shall be graded and smoothed, eliminating all sharp breaks by rounding, scraping off bumps and ridges and filling in holes and cuts.

FINISH GRADING

7. Fine grade topsoil, eliminating rough and low areas to ensure positive drainage. Maintain levels, profiles and contours of subgrades.
8. Remove stone, roots, grass, weeds, debris and other foreign material while grading.
9. When graded areas interface with non-graded, undisturbed edges, remove turf along edge to create a straight, smooth transition line between graded and non-graded areas. Fine grade transition area so that finish grades of graded and non-graded areas are flush. Install Seed per following seeding specification.

SEEDING WORK

1.00 PART 1 - GENERAL

1.01 DESCRIPTION

Provide all materials, equipment, and labor to complete the seeding including: Fine grading and preparation for seed, furnishing, transporting and applying seed, and repair of any damage resulting from seeding operation.

1.02 RELATED WORK

Section: Earthwork

1.03 SUBMITTALS

Manufacturer's Product Data - Three copies of manufacturer's product data shall be submitted for seed, lime, and fertilizer.

Certificates - One copy of labels from the manufacturer's container certifying that the product meets the requirements shall be submitted for the following materials: Commercial fertilizer

Seed mix indicating percentage of each type of seed by weight percentages of purity, germination, and percentage of weed seed for each species of grass seed.

1.04 DELIVERY, STORAGE AND HANDLING

Deliver seed and fertilizer materials in original unopened containers, showing weight, analysis, and name of manufacturer. Store in a manner to prevent deterioration.

2.00 PART 2 - MATERIALS

2.01 WATER

The Contractor will be required to water for establishing and maintaining the grass seed until acceptance. Contractor is responsible for providing water to the site. Water may be pumped out of the pond for irrigation. Contractor to provide hoses and equipment to distribute water to the areas that are seeded.

2.02 COMMERCIAL FERTILIZER

Fertilizer shall conform to the following: When applied as a topsoil amendment, fertilizer shall have an analysis that will deliver appropriate amounts of nitrogen, phosphorus, and potassium as required to remedy deficiencies revealed by testing of the topsoil. It is the Contractors responsibility to test the soil for deficiencies and provide a copy of the testing to the Owner's Representative prior to continuing installation of fertilizer and seed. Testing shall be completed at a minimum rate of six samples per acre.

A starter fertilizer shall be used conforming to the following:

<u>Constituent</u>	<u>% Present by Weight</u>
Nitrogen (N)	20
Potassium (K)	35

Fertilizer shall be delivered in manufacturer's standard container printed with manufacturer's name, material weight, and guaranteed analysis.

Fertilizers with N-P-K analysis other than that stated above may be used provided that the application rate per square foot of nitrogen and potassium is equal to that specified.

2.03 SEED

Grass seed shall be of the previous year's crop and in no case shall the weed seed content exceed 1% by weight. Germination rate shall be 90%. All areas shall be Turf Grass Seed Mix. All grass mixes shall be types listed below or approved equal as provided by Arthur Clesen, Inc., 543 Diens Drive, Wheeling, IL 60090 (847) 537-2177. The grass seed shall conform to the requirements of the following table:

Turf Grass Seed Mix shall be SUN SHADE MIX:

- 50% 98/85 Kentucky Bluegrass
- 18.5% Galileo Perennial Ryegrass
- 7.5% Indy Perennial Ryegrass
- 7.5% Reliant IV Hard Fescue
- 6.5% Jasper II Creeping Red Fescue
- 5% Blazer 4 Perennial Ryegrass
- 5% Winward Chewings Fescue

<i>Pounds per 1,000 square feet</i>		
New Seeding	Overseeding	Hydroseeding
7	5	10.5

The seed shall be furnished and delivered pre-mixed in the proportions specified above. All seed shall comply with State and Federal seed laws.

2.04 SEED BLANKET

Erosion control blanket shall be Profile Futerra Biodegradable Blanket as distributed by Profile Products LLC, 750 Lake Cook Road, Buffalo Grove, Illinois 60089 Phone 800-207-6457, or approved equal.

Staples for erosion control blanket shall be Futerra Biodegradable Resin Staples.

3.00 PART 3 - CONSTRUCTION REQUIREMENTS

3.01 INSPECTION

Examine rough grade surfaces, grades, topsoil quality, and depth. Do not start seed work until unsatisfactory conditions are corrected. Notify Owner's Representative immediately when unsatisfactory conditions are found.

3.02 PREPARATION

Remove from area to be seeded all stones, boulders, debris, and other material larger than one half inch in diameter. Complete all fine grading operations including shaping, filling ruts and depressions, and trimming to establish uniformly the lines and grades shown on the Plans, and as staked in the field. Contractor is **REQUIRED** to have seeded areas reviewed for approval by an Owner's Representative prior to seed installation.

The areas to be seeded shall be thoroughly tilled and cultivated to a minimum depth of three inches with a disc, tiller, or other equipment approved by Owner's Representative. Prepared surface shall be smooth, dry, free of all weeds, clods, stones, roots, gullies, crusting, and caking.

Contractor shall contact Owner's Representative 48 hours prior to application of fertilizer or seed. Failure to receive approval from Owner's Representative prior to applications of fertilizer and/or seed may require Contractor to reshape the grading, remove additional debris and/or perform additional cultivation at no additional cost to the Owner.

After cultivation and after areas to be seeded have been approved by Owner's Representative, fertilizer shall be applied at the rates listed above and worked into the soil using a harrow, or other equipment approved by the Owner's Representative.

Restore and repair areas to specified condition if eroded, settled, or otherwise disturbed after fine grading and prior to seeding.

3.03 INSTALLATION

Seed immediately after preparation of bed. No seeding shall be done during windy weather. Seeding shall be done in a minimum of two directions at right angles to each other. Sow seed evenly by hand or with approved seeding device in the proportions and at the rate specified above.

The seed shall be covered with a thin layer of topsoil by light raking or other approved method, rolled in both directions with an approved implement weighing not more than 100 pounds per foot of width, and watered with a fine spray. Take necessary precautions to keep the area undisturbed until the grass is established.

Erosion control blanket shall be installed immediately after the time of seeding per the manufacturer's instructions.

3.04 MAINTENANCE

Contractor shall be responsible for manual re-seeding until a full uniform stand of grass that is free of weeds, undesirable grass species, disease, and insects is achieved and accepted by the Owner's Representative.

Repair, re-work, and re-seed all areas that have washed out, eroded, or have not taken. No area of bare soil 6"x 6" or greater shall be accepted.

Contractor shall be responsible to water the seeded area as needed to achieve a uniform stand.

Contractor to perform two mowings prior to request for Acceptance. Use Lawn Vacuum on second mowing to remove remaining erosion control blanket. 98% of all erosion control blanket will be required to be removed prior to acceptance.

3.05 ACCEPTANCE

Inspection of seed areas will be made by the Owner's Representative after turf is established.

Notify Owner's Representatives five working days prior to requested inspection date.

Seeded areas will be acceptable providing that all requirements have been complied with and a healthy, uniform, close stand of specified grass is established free of weeds, undesirable grass species, disease and insects.

No individual lawn areas shall have bare spots of 4"x 4" or greater or unacceptable cover totaling more than 2% of the area to be inspected.

Upon approval and acceptance by the Owner or Owner's Representative, Owner shall take over full maintenance responsibility.

3.06 CLEANING

Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, debris, and equipment. Repair damage resulting from seeding operations.

3.07 METHOD OF MEASURE AND BASIS FOR PAYMENT FOR ALTERNATE #1:

The method of measure and basis of payment for the Topsoil Spreading, Seeding and Erosion Control Blanket installation shall be based upon a Lump Sum Price contained within the Amended Bid Proposal Form attached herein. Payment will be based upon being completed and accepted by the Engineer and Representative of the Mariner's Cove Home Owner's Association. The work shall include all items listed above in this Addendum, including but not limited to: fine grading, soil amendments, seeding, covering with erosion control blanket, maintenance and repair, labor, equipment, materials, and incidentals required to perform and achieve the complete this work. No payment shall be made prior to acceptance of all turf areas germination and coverage.

END OF SECTION

CONTRACTOR'S PROPOSAL

TO THE VILLAGE OF THIRD LAKE, THIRD LAKE, ILLINOIS:

Proposal of _____

The proposed improvement is officially known as:

Mariner's Cove Retention Pond

The plans and specifications for the proposed improvement are those prepared by IMEG Corp., 4850 Grand Ave., Gurnee, IL 60031.

The undersigned declares that he has carefully examined all contract documents and that he has inspected in detail the sites of the proposed work, and that he has familiarized himself with all legal conditions affecting the contract and the detailed requirements of construction and understands that in making this proposal he waives all right to plead any misunderstanding regarding same.

The undersigned further understands and agrees that if this proposal is accepted he is to furnish and provide all necessary machinery, tools, apparatus, and other means of construction, and to do all of the work specified in the contract in the manner and at the time therein prescribed, and in accordance with the requirements therein set forth.

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

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

MARINERS COVE POND DREDGING PROJECT

ADDENDUM #1 REVISED BID FORM

March 22, 2022

1. BASE BID:

- A. The Base Bid shall consist of project mobilization and setup of hydraulic dredging equipment, installing silt fencing and 6' chain link temporary safety fencing- provide, and maintain fences throughout the dredging operations.
- B. The Base Bid will be a Lump Sum for ALL dredging of the North and South Detention Ponds shown on the Engineering Drawings to the depth and contouring shown on the finished engineering contour plans.
- C. ALL dredged materials shall be hauled off site and legally disposed of at a site of the Contractors choosing and responsibility. This Bid involves no on-site dewatering storage basin, but contractor may submit a dewatering plan for consideration by the Project Engineer. Plans may include dewatering filter bags or other methods approved by the Village and Project Engineer prior to dredge materials removal. Lump Sum price includes site clean up at the end of the project and removal of all fencing, spoils and debris from operations. Turf restoration will be done by others after site is accepted.

D. Lump Sum **BASE BID PRICE-** \$ _____

2. ALTERNATE PRICE #1:

- A. Alternate Price #1. Price includes:
 - 1) Installation of silt and 6' chain link temporary safety fencing,
 - 2) Clearing and grubbing of all trees and vegetation shown in dredging basin,
 - 3) Striping and stockpiling topsoil as designated on Addendum #1 drawing,
 - 4) Excavating, shaping and compacting dredge materials spoils basin,
 - 5) Hydraulic dredging of pond materials in lifts of approx. 1' depth, dry materials and compact, add a foot of dredge materials, dry and compact, etc. until full to depth and grade shown on engineering plans is reached.
 - 6) Once complete, rough grade and seed with cover crop, remove fencing and construction debris.

Provide the following Line Item Pricing:

- A. Mobilization, bonding, silt fence and temporary 6' chain link protection fencing installation- \$ _____
- B. Striping and stockpiling topsoil- \$ _____
- C. Cutting, clearing, grubbing and removal of vegetation- \$ _____
- D. Excavation, earthwork, compaction of spoils basin \$ _____
- E. Pump and deposit dredged materials in approx. 1' deep lifts, dry and compact until basin is full, dried and compacted. \$ _____
- F. Install cover crop seed, removed silt and protection fencing, provide site cleanup and debris removal. \$ _____
- G. ALTERNATE #1 TOTAL PRICE- \$ _____

ADDENDUM #1

CONTRACTOR TO REVISE
DREDGING POND CONFIGURATION
TO MATCH NEW ALIGNMENT
SHOWN. STAKE PERIMETER FOR
REVIEW AND APPROVAL BY
ENGINEER AND VILLAGE
REPRESENTATIVE.

PLAN
ALIGNMENT
AREA: 32,130 S.F.

ADDENDUM #1
ALIGNMENT
AREA: 32,528 S.F.

REMOVE TREES AS
REQUIRED FOR
SETTLING POND
GRADING

CONCRETE
ENTRANCE

SILT FENCE

TOPSOIL
STOCKPILE-
APPROX. 8,000 S.F.
AT THE BASE

PERFORATED 4" SIB
(SEE DETAIL ON THIS
SHEET)

