

**VILLAGE OF LAKE ZURICH  
Board of Trustees  
70 East Main Street**

**Monday, May 5, 2014, 7:00 p.m.**

**AGENDA**

- 1. CALL TO ORDER**
- 2. ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes, Trustee Steve O'Connor, Trustee Jonathan Sprawka, and Trustee Dan Stanovich.
- 3. PLEDGE OF ALLEGIANCE**
- 4. PUBLIC COMMENT**  
(This is an opportunity for residents to comment briefly on matters included on the agenda and otherwise of interest to the Board of Trustees.)
- 5. PRESIDENT'S REPORT**  
(This is an opportunity for the Mayor to report on matters of interest to the Village.)
  - A. Community Update**
  - B. Proclamation for Building Safety Month (May 2014)**
  - C. Proclamation for Motorcycle Safety and Awareness Month (May 2014)**
  - D. Proclamation for Emergency Medical Services Week (May 18 – May 24, 2014)**
  - E. Proclamation for Peace Officers Memorial Day (May 15, 2014)**
  - F. Proclamation for Crossing Guard Day (May 12, 2014)**
- 6. CONSENT AGENDA**  
(These titles will be read by the Village Clerk and approved by a single Roll Call Vote. Any item may be pulled from the Consent Agenda for discussion by any member of the Board)
  - A. Approval of Minutes of the Village Board Meeting, April 21, 2014**
  - B. Resolution for Lake Zurich American Legion Memorial Day Parade 2014**  
(Assign. RESO # 2014-5-6B)

**Summary:** The Lake Zurich American Legion sponsors the annual Memorial Day Parade. The route will temporarily close Route 22 from Ela to Buesching Road, Old Rand Road from Buesching to Oak Street, Lions Drive from Main Street to Jamie Lane, and Mohawk Trail from South Old Rand to 200 Mohawk. This resolution is required by the Illinois Department of Transportation to allow for these road closures.

**C. Ratification of Collective Bargaining Agreement with the International Association of Firefighters, Local 3191**

**Summary:** The proposed agreement with Local 3191 is intended to promote the continuous mutual understanding and harmonious relationship between the Village and the International Association of Firefighters. The proposed agreement is retroactive to May 1, 2014 and is effective until April 30, 2017.

**D. Purchase of Bulk Water Conditioning Salt**

**Summary:** The annual contract for water conditioning salt for use in the Village's ion exchange water treatment plants expired on April 30, 2014. After a review of current market prices, staff is recommending the Village Board waive the formal bid process and accept the unit price from Morton Salt in the amount of \$82.75 per ton in a total amount not to exceed \$101,000.

**Recommended Action:** Motion to approve the Consent Agenda as presented. (Roll Call Vote)

**7. OLD BUSINESS**

(This agenda item includes matters for action by the Board of Trustees.)

**A. Five Year Strategic Plan**

**Summary:** At the March 3, 2014 Village Board meeting, the initial draft of the five year strategic plan was presented for review and comment. The current version of the strategic plan represents the final working draft, which includes the five major strategic goals, their subsequent objectives, and revised mission and vision statements. Upon approval of the strategic plan, the Board will establish the direction of the Village over the next five years, which will serve as a "roadmap" to accomplish the official goals.

**Recommended Action:** A motion to approve the 2014-2019 Lake Zurich Five Year Strategic Plan.

**8. NEW BUSINESS**

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

**A. Semi-Monthly Warrant Register Dated May 5, 2014 Totaling \$604,783.79 (Trustee Halen)**

**Recommended Action:** A motion to approve the semi-monthly warrant register dated May 5, 2014 totaling \$604,783.79.

- B. An Ordinance Approving and Granting Special Use Permit for Outdoor Seating Accessory to a Permitted Eating Place for 500 Ela Road (El Jardin Restaurant)**  
(Assign. ORD # 2014-5-969) (Trustee Loewes)

**Summary:** On January 15, 2014, the Plan Commission voted 8-0 in favor of recommending approval of the proposed special use permit, which allows the lessee of the property at 500 Ela Road to utilize the existing deck for outdoor dining. There are no special conditions relative to approval.

**Recommended Action:** A motion to approve Ordinance #2014-5-969 approving and granting special use permit for outdoor seating accessory to a permitted eating place for 500 Ela Road.

- C. An Ordinance Approving an Amendment to the Exterior Appearance (Somerset Townhomes – Lakeview Place)**  
(Assign. ORD # 2014-5-970) (Trustee Loewes)

**Summary:** On April 21, 2014, the Plan Commission voted 8-0 in favor of granting approval of the proposed variation, which amends the existing Exterior Appearance approval to allow for the construction of 19 remaining townhome units in downtown Lake Zurich. There are no special conditions relative to approval.

**Recommended Action:** A motion to approve Ordinance #2014-5-970 approving an amendment to the exterior appearance of Somerset Townhomes.

- D. An Ordinance Amending Chapter 3 of Title 3 of the Lake Zurich Municipal Code Increasing Fees for V-Video Gaming Liquor License**  
(Assign. ORD # 2014-5-971) (Trustee Beaudoin)

**Summary:** At the April 7, 2014 Village board meeting, Trustees approved an Ordinance authorizing video gaming pursuant to the Illinois Video Gaming Act. Based on an analysis of comparative video gaming fees in nearby municipalities, an increase from \$250 to \$1,000 for a “V-Video Gaming” liquor license will bring the total annual licensing cost for video gaming terminals in Lake Zurich in-line with other towns.

**Recommended Action:** A motion to approve Ordinance #2014-5-971 amending Chapter 3 of Title 3 of the Lake Zurich municipal code to increase liquor licensing fees.

- E. Approval of 2014 Road Resurfacing Program** (Trustee Stanovich)

**Summary:** Five bids were received for the upcoming 2014 road resurfacing program, which includes new asphalt surface, as well as sidewalk, curb, and gutter replacement, for the streets in the Industrial Park and portions of Red Bridge Road and Surryse Road. The lowest responsible bidder for this program is Peter Baker & Son Company. This annual road resurfacing program is funded by the Non-Home Rule Sales Tax Fund.

**Recommended Action:** A motion to award the 2014 road resurfacing program to Peter Baker & Son Company in the amount of \$1,116,326.08.

**F. A Resolution Adopting A Village Seal, Village Flag, Village Slogan, and Other Alternative Logos** (Assign. RESO # 2014-5-8F) (Mayor Poynton)

**Summary:** The official Village logo has not been modified in ten years. As part of an initiative to better market the Village and establish a contemporary and consistent Lake Zurich brand, staff has worked with several graphic designers to develop a new, more contemporary logo. It is anticipated that the rollout of a new official Village of Lake Zurich website will occur shortly following the adoption of the new logo designs.

**Recommended Action:** A motion to approve Resolution # 2014-5-8F adopting a Village Seal, Village Flag, Village Slogan, and Other Alternative Logos.

**9. TRUSTEE REPORTS**

(This is an opportunity for Trustees to report on matters of interest to the Board of Trustees.)

**10. VILLAGE MANAGER'S REPORT**

(This is an opportunity for the Village Manager to report on matters of interest to the Board of Trustees.)

**11. ATTORNEY'S REPORT**

(This is an opportunity for the Village Attorney to report on legal matters of interest to the Board of Trustees.)

**A. Legal Review Law Bulletin**

**12. DEPARTMENT HEAD REPORTS**

(This is an opportunity for department heads to report on matters of interest to the Board of Trustees.)

**A. Community Services Department: Roofing Contractors**

**13. EXECUTIVE SESSION called for the purpose of discussing 5 ILCS 120/2 (c)(2) collective bargaining and 5 ILCS 120/2 (c)(21) approval of executive session minutes.**

**A. Approval of minutes from Executive Session April 21, 2014**

**B. Discussion of Collective Bargaining Agreements**

**14. ADJOURNMENT**

(Next Village Board meeting on Monday, May 19, 2014)

The Village of Lake Zurich 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 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 847.438.5141 (TDD 847.438.2349) promptly to allow the Village to make reasonable accommodations for those individuals.



Thomas M. Poynton  
Mayor  
70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

5 B

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Office of the Mayor

**PROCLAMATION  
BUILDING SAFETY MONTH  
MAY 2014**

**WHEREAS**, through continuing efforts to address critical issues of building safety give us confidence that our structures are safe and sound, and confidence is achieved through the devotion of vigilant guardians— building safety and fire prevention officials, architects, builders, tradespeople, and others in the construction industry—who work year-round to ensure the safe construction of buildings, and;

**WHEREAS**, these guardians—dedicated members of the International Code Council—use a governmental consensus process that brings together local, state and federal officials with expertise in the built environment to create and implement the highest-quality codes to protect Americans in the buildings where we live, learn, work, worship, play, and;

**WHEREAS**, the International Codes, the most widely adopted building safety, energy and fire prevention codes in the nation, are used by most U.S. cities, including the Village of Lake Zurich, and;

**WHEREAS**, *Building Safety Month* is sponsored by the International Code Council, to remind the public about the critical role of our communities' largely unknown guardians of public safety—our local code officials—who assure us of safe, efficient and livable buildings, and;

**WHEREAS**, *Building Safety Month* encourages appropriate steps everyone can take to ensure that the places where we live, learn, work, worship and play are safe and sustainable, and recognizes that countless lives have been saved due to the implementation of safety codes by local and state agencies; and, each year, in observance of *Building Safety Month*, Americans are asked to acknowledge the essential service provided to all of us by local and state building departments and federal agencies in protecting lives and property.

**NOW THEREFORE, BE IT PROCLAIMED BY** the Mayor and Board of Trustees that May is recognized as Building Safety Month in the Village of Lake Zurich.

Dated this 5<sup>th</sup> day of May, 2014.

In witness whereof, I have hereunto set my hand and caused the official Seal of this Village to be affixed.

Tom Poynton, Mayor of Lake Zurich

Thomas M. Poynton  
Village Mayor  
70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

5C

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Office of the Mayor

**PROCLAMATION  
MOTORCYCLE SAFETY AND AWARENESS MONTH  
MAY 2014**

**WHEREAS**, safety is the highest priority for the highways and streets of our Village and State; and

**WHEREAS**, the great State of Illinois is proud to be a national leader in motorcycle safety, education and awareness; and

**WHEREAS**, motorcycles are a common and economical means of transportation that reduces fuel consumption and road wear, and contributes in a significant way to the relief of traffic and parking congestion; and

**WHEREAS**, it is especially meaningful that the citizens of our village and state be aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

**WHEREAS**, the members of A.B.A.T.E. of Illinois, Inc. (A Brotherhood Aimed Toward Education), continually promote motorcycle safety, education, and awareness in high school drivers' education programs and to the general public in our Village and State, presenting motorcycle awareness programs to over 100,000 participants in Illinois over the past five years; and

**WHEREAS**, all motorcyclists should join A.B.A.T.E. of Illinois, Inc. in actively promoting the safe operation of motorcycles as well as promoting motorcycle safety, education, awareness and respect of the citizens of our Village and State; and

**WHEREAS**, the motorcyclists of Illinois have contributed extensive volunteerism and money to national and community charitable organizations; and

**WHEREAS**, during the month of May, all roadway users should unite in the safe sharing of roadways within the Village of Lake Zurich and throughout the great State of Illinois;

**THEREFORE**, I Mayor Tom Poynton, Mayor of the Village of Lake Zurich, in recognition of 27 years of A.B.A.T.E. of Illinois, Inc. and over 615,000 registered motorcyclists statewide, and in recognition of the continued role Illinois serves as a leader in motorcycle safety, education, and awareness,

**DO HEREBY PROCLAIM THE MONTH OF MAY, 2014 AS MOTORCYCLE AWARENESS  
MONTH**

Dated this 5<sup>th</sup> day of May, 2014.

In witness whereof, I have hereunto set my hand and caused the official  
Seal of this Village to be affixed.

Tom Poynton, Mayor of Lake Zurich



Thomas M. Poynton  
Village Mayor  
70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

5D

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Office of the Mayor

**PROCLAMATION  
EMERGENCY MEDICAL SERVICES WEEK  
MAY 18 – 24, 2014**

**WHEREAS**, Emergency Medical Services (EMS) is a vital public service; and

**WHEREAS**, the members of EMS teams are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and

**WHEREAS**, access to quality emergency care dramatically improves the survival and recovery rate of those who experience sudden illness or injury; and

**WHEREAS**, the EMS System consists of emergency physicians, emergency nurses, emergency medical technicians, paramedics, firefighters, first responders, emergency medical tele-communicators, CERT members, educators, administrators and others; and

**WHEREAS**, the members of EMS teams, whether career or volunteer, engage in many hours of specialized training and continuing education to enhance their lifesaving skills; and

**WHEREAS**, it is appropriate to recognize the value and the accomplishments of emergency medical services providers by designating Emergency Medical Services Week.

**NOW, THEREFORE, BE IT PROCLAIMED** by the President and Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, in recognition of this event I do hereby proclaim the week of May 18 – 24, 2014 as **EMERGENCY MEDICAL SERVICES WEEK**.

With the theme – **EMS: DEDICATED, FOR LIFE**, I encourage the community to observe this week by contemplating the benefits of EMS in our area.

Dated this 5<sup>th</sup> day of May, 2014.

In witness whereof, I have hereunto set my hand and caused the official Seal of this Village to be affixed.

Tom Poynton, Mayor of Lake Zurich



Thomas M. Poynton  
Village Mayor  
70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

5E

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Office of the Mayor

**PROCLAMATION  
PEACE OFFICERS MEMORIAL DAY  
MAY 15, 2014**

**WHEREAS**, the police officers of America have worked devotedly and selflessly on behalf of the people of this Nation, regardless of the peril or hazard to themselves; and

**WHEREAS**, these officers have safeguarded the lives and property of their fellow Americans; and

**WHEREAS**, by the enforcement of our laws, these same officers have given our country internal freedom from fear of the violence and civil disorder that is presently affecting other nations; and

**WHEREAS**, these men and women by their patriotic service and their dedicated efforts have earned the gratitude of the nation and the Village of Lake Zurich; and

**WHEREAS**, President John F. Kennedy, in 1962 proclaimed that May 15<sup>th</sup> of each year be Peace Officers Memorial Day and that the calendar week of each year during which such May 15<sup>th</sup> occurs as Police Week.

**NOW, THEREFORE, BE IT PROCLAIMED** that I, Mayor Tom Poynton, Mayor of the Village of Lake Zurich, proclaim that

**MAY 15<sup>TH</sup> PEACE OFFICERS MEMORIAL DAY**

be observed in the Village of Lake Zurich each year in honor of the Federal, State, and municipal officers who have been killed or disabled in the line of duty.

**BE IT FURTHER PROCLAIMED** that on May 15<sup>th</sup> of each year staff is directed to display at half-staff the flag of the United States on all municipal buildings on such day.

**BE IT FURTHER PROCLAIMED** that the calendar week during which such May 15<sup>th</sup> occurs be observed as Police Week with appropriate ceremonies and activities, in recognition of the service given by the men and women who, night and day, stand guard in our midst to protect us through enforcement of our laws.

Dated this 5<sup>th</sup> day of May, 2014.

In witness whereof, I have hereunto set my hand and caused the official Seal of this Village to be affixed.

\_\_\_\_\_  
Tom Poynton, Mayor of Lake Zurich



Thomas M. Poynton  
Village Mayor  
70 E. Main Street  
Lake Zurich, IL 60047



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Office of the Mayor

**PROCLAMATION  
CROSSING GUARD DAY  
MAY 12, 2014**

**WHEREAS**, approximately 20,000 children under the age of 14 suffer from motor vehicle-related pedestrian injuries every year, and more than half of those injuries require hospitalization; and

**WHEREAS**, many of these injuries could be avoided if children had proper road-safety education and did not choose to cross streets or use intersections unsupervised; and

**WHEREAS**, crossing guards are a dependable means of helping children to avoid unnecessary accidents and injuries; and

**WHEREAS**, motorists should be aware of children walking to and from school and be especially cautious in and around school zones. They also should follow the directions of all crossing guards and recognize that by doing so, road safety can be improved; and

**WHEREAS**, crossing guards play an integral role in our communities, working hard to ensure the security of children as they walk to and from school and cross streets. In addition, they teach children to look both ways before crossing streets, as well as other essential safety rules; and

**WHEREAS**, crossing guards are an important component of the Illinois Safe Routes to School program, which makes communities safer for kids to walk and bicycle to school, promotes physical activity and reduces harmful impacts to the environmental and community health.

**NOW, THEREFORE, BE IT PROCLAIMED** that the Village of Lake Zurich hereby proclaims May 12, 2014 as **CROSSING GUARD APPRECIATION DAY** in recognition of the services that these dedicated professionals provide to keep our citizens and their children safe.

Dated this 5<sup>th</sup> day of May, 2014.

In witness whereof, I have hereunto set my hand and caused the official  
Seal of this Village to be affixed.

\_\_\_\_\_  
Tom Poynton, Mayor of Lake Zurich

UNAPPROVED  
VILLAGE OF LAKE ZURICH  
Board of Trustees  
70 East Main Street  
Monday, April 21, 2014, 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes, and Trustee Dan Stanovich. Trustee Steve O'Connor was absent and excused and Trustee Jonathan Sprawka arrived at 7.07pm. Also present: Village Manager Jason Slowinski, Asst. Village Manager Roy Witherow, Village Atty. Scott Uhler, Community Services Dir. Mike Earl, Finance Dir. Jodie Hartman, I/T Dir. Michael Duebner, Fire Chief Dave Wheelock, Police Chief Steve Husak, Park and Rec. Manager Dave Peterson, Public Works Manager Mike Brown, Building Zoning Manager Dan Peterson, Peter Stoehr, Engineer, Manhard Consulting.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**  
There were none  
*Public Comments on item #9B were held at that time.*
5. **PRESIDENT'S REPORT**
  - A. **Community Update:** LZHS performing "Music Man" starting April 24<sup>th</sup> 2014; Ela Township Electronic Recycling event on Saturday, April 26<sup>th</sup> 2014.
  - B. **Recognition for Girl Scouts and National Honor Society:** certificates were presented to the National Honor Society and Girl Scouts participants.  
*Trustee Sprawka arrived at 7.07pm.*
  - C. **Municipal Aggregation Update – Northern Illinois Municipal Electric Collaborative (NIMEC):** David Hoover gave an update and answered the Board's questions.
  - D. **Appointment of Mike Hilt to the Board of Fire and Police Commissioners:**
  - E. **Appointment of Janet Barron to Parks and Recreation Advisory Board:**  
Motion to approve Mike Hilt and Janet Barron to the aforementioned Commission/Board with terms serving from 5/1/14 to 4/30/17 was made by Mayor Poynton, seconded by Trustee Beaudoin.  
AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.  
NAYS: 0  
ABSENT: 1 Trustee O'Connor.  
MOTION CARRIED.  
The oath was administered to both appointees by Mayor Poynton.
  - F. **Proclamation Recognizing Arbor Day**
  - G. **Proclamation Recognizing Buckle-Up America and Buckle-Up Lake Zurich Week**
  - H. **Proclamation Recognizing National Public Works Week**
6. **CONSENT AGENDA**
  - A. **Approval of Minutes of the Village Board Meeting, April 7, 2014**
  - B. **Reduction of Letter of Credit to Mariano's Fresh Market**  
**Summary:** The Village has received a request for bond #105918997 in the amount of \$2,489,927 to be reduced to \$307,555. The remaining amount is to be held for ten percent maintenance retention and other improvements that have yet to be completed.



**C. Electronic Recycling Agreement with the Solid Waste Agency of Lake County (SWALCO)**

**Summary:** Staff is recommending a new recycling agreement with SWALCO to provide for pickup and disposal of residential electronics to replace the current electronics recycling provider, Com2 Recycling Solutions. SWALCO can provide the Village with this service at no cost to residents and will pay the Village on average \$125 per pick-up.

**Recommended Action:** A motion was made by Trustee Sprawka, seconded by Trustee Halen, to approve the Consent Agenda as presented.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

**7. PUBLIC HEARING**

**A. Public Hearing for Consideration of Proposed Fiscal Year 2015 Annual Budget**

**Summary:** As noticed in the Daily Herald and on the Village website on April 9, 2014, this is a public hearing for the tentative annual budget for fiscal year May 1, 2014 through April 30, 2015. A copy of the tentative annual budget has been available for public review at Village Hall and on the Village website. All interested persons are invited to attend this public hearing and be heard.

**Recommended Action:** A motion was made by Trustee Halen, seconded by Trustee Beaudoin, to open the public hearing for the proposed fiscal year 2015 annual budget.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED/DENIED

The meeting was called to order by Mayor Thomas M. Poynton opened at 7.35pm.

ROLL CALL: Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes, Trustee Jonathan Sprawka, and Trustee Dan Stanovich. Trustee Steve O'Connor was absent and excused.

PUBLIC COMMENTS.

There were none.

A motion to adjourn the Public Hearing was made by Trustee Loewes, seconded by Trustee Sprawka.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED/DENIED

The Public Hearing adjourned at 7.39pm

**8. NEW BUSINESS**

**A. An Ordinance Adopting the Annual Budget for the Village of Lake Zurich for All Corporate Purposes for the Fiscal Year Commencing May 1, 2014 and Ending April 30, 2015 ORD # 2014-4-967**

**Summary:** At the April 5, 2014 budget workshop, the Village Board directed staff to prepare a final budget for fiscal year 2015. The consensus reached at the workshop was to include \$900,000 in revenue from a utility tax and an additional \$600,000 to



\$700,000 in expenditure reductions. The proposed budget now includes the revenue enhancements and expenditure reductions that were discussed at the budget workshop.

Finance Dir. Jodie Hartman presented the changes made to the proposed Budget since the workshop on April 5, 2014 and answered the Board's questions.

**Recommended Action:** A motion was made by Trustee Loewes, seconded by Trustee Stanovich, to approve Ordinance #2014-4-967 adopting the annual budget of the Village of Lake Zurich for all corporate purposes for the fiscal year commencing May 1, 2014 and ending April 30, 2015.

AYES: 4 Trustees Beaudoin, Loewes, Stanovich and Mayor Poynton.

NAYS: 2 Trustees Halen, Sprawka.

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

**B. Semi-Monthly Warrant Register Dated April 21, 2014 Totaling \$916,760.32**

**Recommended Action:** A motion made by Trustee Halen, seconded by Trustee Loewes, to approve the semi-monthly warrant register dated April 21, 2014 totaling \$916,760.32.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

**9. OLD BUSINESS**

**A. Ordinance Adopting a Municipal Utility Tax ORD # 2014-4-968**

**Summary:** At the February 18, 2014 Village Board meeting, Trustees voted to postpone a vote on authorization of the municipal utility tax until further discussions could occur regarding the proposed budget for fiscal year 2015. After additional review and discussion at the Committee of the Whole budget workshop on April 5, 2014, direction was given to staff to prepare a budget that included revenues from a phased-in municipal utility tax, as authorized in the proposed Ordinance.

Village Manager Jason Slowinski gave an explanation and answered questions.

**Recommended Action:** A motion was made by Trustee Halen, seconded by Trustee Loewes, to approve Ordinance #2014-4-968 Amending Title 3, Chapter 5 of the Lake Zurich Municipal Code and authorizing a municipal utility tax.

AYES: 4 Trustees Halen, Loewes, Stanovich, Mayor Poynton.

NAYS: 2 Trustees Beaudoin, Sprawka.

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

**B. Discussion of Cedar Creek Drainage Study and Funding Options**

**Summary:** On March 11, 2014, Village staff and elected officials met with residents and other concerned individuals to discuss the Cedar Creek Drainage Study.

Several funding options for the study's recommendations have been identified and are now being presented to the Village Board for consideration should the Board decide to move forward with drainage improvements.

Asst. Village Manager Roy Witherow gave a synopsis of the study and the nine options. Mayor Poynton opened Public Comments on this agenda item.

**PUBLIC COMMENTS**

Don Mason, 6 Stanton Court, addressed the Board on selling Village owned property to offset the estimated funding options. Village Manager Slowinski equated selling off property to option #1.



Greg Whitacre, 390 Stone Ave., addressed the Board on the options.

Mary Dobrow, 450 Stone Ave., addressed the Board and asked if Ela Township had been contacted about their adding to the problem. Staff answered her question.

David Wlodarczyk, 430 Stone Ave., addressed the Board.

Jim Tarbet, 1195 Cedar Creek Dr., addressed the Board.

There was discussion by the Board on the nine options and staff answered the Board's questions.

**Recommended Action:** This item is presented to the Board for review and discussion. No action is required at this time. The Board may wish to provide additional direction to staff regarding this item.

**10. TRUSTEE REPORTS**

Trustee Beaudoin stated that some communities' water bills have the option to donate funds to support a village event such as the July 4<sup>th</sup> event and was that a possibility on the Village of Lake Zurich's water bills.

**11. VILLAGE MANAGER'S REPORT**

A. Monthly Department Reports

**12. ATTORNEY'S REPORT**

There was none.

**13. DEPARTMENT HEAD REPORTS**

There were none.

**14. EXECUTIVE SESSION called for the purpose of discussing 5 ILCS 120/2 (c)(2) collective bargaining and approval of minutes 5ILCS 120 (c) (21).**

A. Approval of minutes from Executive Session March 3, 2014

B. Approval of minutes from Executive Session March 17, 2014

Motion was made by Trustee Loewes, seconded by Trustee Sprawka, to adjourn to Executive Session.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

Meeting adjourned at 8.49pm to Executive Session.

Meeting reconvened at 9.51pm to Open Session.

Mayor Tom Poynton called the meeting to order.

**ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes, Trustee Jonathan Sprawka, and Trustee Dan Stanovich. Trustee Steve O'Connor was absent and excused. Also present: Village Manager Jason Slowinski, Village Atty. Scott Uhler, H.R. Manager Doug Gibson.

**15. ADJOURNMENT**

Motion to adjourn was made by Trustee Sprawka, seconded by Trustee Stanovich.

AYES: 5 Trustees Beaudoin, Halen, Loewes, Sprawka, Stanovich.

NAYS: 0

ABSENT: 1 Trustee O'Connor.

MOTION CARRIED.

Meeting adjourned at 9.52pm.

Respectfully submitted: Kathleen Johnson, Village Clerk.

Approved by:

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Thomas M. Poynton, Village Mayor

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Date.



## VILLAGE OF LAKE ZURICH

## RESOLUTION NO. 2014-5-6B

**LZ AMERICAN LEGION POST MEMORIAL DAY PARADE - 2014**

**WHEREAS;** the American Legion of Lake Zurich is sponsoring the annual Memorial Day Parade on Monday, May 26, 2014 in the Village of Lake Zurich from Lions Drive down Main Street to South Old Rand Road to the Veterans Monument on Mohawk Trail; and

**WHEREAS;** the parade will require the temporary closure of the following in the Village of Lake Zurich

- A) Route 22 from Ela to Buesching Road,
- B) Old Rand Road from Buesching Road to Oak Street,
- C) Lions Drive from Main Street to Jamie Lane,
- D) Mohawk Trail from South Old Rand to 200 Mohawk

**WHEREAS;** Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes or needs as parades and local celebrations;

**NOW, THEREFORE, BE IT RESOLVED,** by the President and Board of Trustees of the Village of Lake Zurich that permission to close the above routes between the hours of 9:00 a.m. and 12:00 a.m. be requested of the Illinois Department of Transportation;

**BE IT FURTHER RESOLVED,** that if such permission is granted by the Illinois Department of Transportation, all highway traffic during the periods of time specified shall be re-routed over the following routes:

- A) Traffic wishing to travel eastbound on Route 22 will be routed south bound on U.S. Route 12 to South Old Rand to Buesching and continue eastbound Route 22,
- B) Traffic wishing to travel westbound on Route 22 will be routed southbound on Buesching road to South Old Rand to U. S. Route 12 to Route 22 and will continue westbound on Route 22,
- C) Traffic wishing to travel south on North Old Rand will be routed onto Oak Street
- D) Traffic wishing to travel north on South Old Rand will be routed onto Buesching Road.
- E) Traffic wishing to travel south on Lions Drive will be routed onto Jamie Lane.

**BE IT FURTHER RESOLVED,** that if such permission is granted by the Illinois Department of Transportation, the Lake Zurich Police Department assumes full responsibility for the direction, protection and regulation of the traffic during the time the detour is in effect, and all liabilities for damages of any kind occasioned by the closing of the roadways, and it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefits of traffic diverted from the roadways.

**BE IT FURTHER RESOLVED,** that a copy of this resolution be forwarded to the Illinois Department of Transportation Traffic/Permit Section to serve as a formal request for the permission sought in the resolution.

**ADOPTED** by the Board of Trustees of the Village of Lake Zurich this 5<sup>th</sup> day of May, 2014.

ATTEST:

\_\_\_\_\_  
Thomas Poynton, Village President

\_\_\_\_\_  
Kathleen Johnson, Village Clerk

70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

6C

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: [www.lakezurich.org](http://www.lakezurich.org)

## MEMORANDUM

Date: April 30, 2014

To: Mayor and Village Board of Trustees

From: Jason T. Slowinski, Village Manager

Subject: **Collective Bargaining Agreement with IAFF Local 3191**

**Issue:** Consideration of a successor collective bargaining agreement (CBA) with the International Association of Firefighters (IAFF) Local 3191 to the current CBA which expires April 30, 2014.

**Analysis:** Staff negotiated in good faith a successor CBA to the current agreement with IAFF Local 3191 which expires April 30, 2014, based on parameters set by the Village Board in executive session. The Village Board reached general consensus in Executive Session on April 21<sup>st</sup> to agree to the terms established in the attached successor CBA which covers a three-year period from May 1, 2014 – April 30, 2017. Approval of the CBA is required by the Village Board in open session.

**Recommendation:** Staff recommends approval of the collective bargaining agreement with the IAFF Local 3191 for the period of May 1, 2014, through April 30, 2017.

w/ Attachment: Collective Bargaining Agreement

**AGREEMENT**

**BETWEEN**

**Village of Lake Zurich, ILLINOIS**

**And**

**PROFESSIONAL FIREFIGHTERS OF**

**LAKE ZURICH LOCAL 3191**

**AFFILIATED WITH**

**THE INTERNATIONAL ASSOCIATION**

**OF FIREFIGHTERS**

**SIGNATURE CONTRACT COPY**

**Effective May 1, 2014 – April 30, 2017**

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AGREEMENT  
BETWEEN  
VILLAGE OF LAKE ZURICH, ILLINOIS  
AND  
PROFESSIONAL FIREFIGHTERS OF  
LAKE ZURICH LOCAL 3191, AFFILIATED WITH  
THE INTERNATIONAL ASSOCIATION  
OF FIREFIGHTERS

PREAMBLE

This agreement is entered into by and between the Village of Lake Zurich, Illinois (herein referred to as the "Village" or "Employer") and the Professional Firefighters of Lake Zurich Local 3191, IAFF (herein referred to as the "Union").

It is the purpose of this Agreement and it is the intent of the parties hereto to establish and promote mutual harmonious understanding and relationship between the Village and the Union; to promote departmental efficiency and effectiveness; to establish wages, hours, and other conditions of employment of the employees covered by this Agreement for its term; and to resolve grievances and prevent strikes or other disruption of work. Therefore, the Village and the Union regard all employees covered by this Agreement as public servants governed by the highest ideals of honor and integrity in all of their personal and public conduct, in order that they may merit the respect and confidence of the public.

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In consideration of the mutual promises and agreements contained in this Agreement, the Village and the Union do mutually promise and agree as follows:

**ARTICLE I - RECOGNITION**

**Section 1.1. Recognition.** The Village recognizes the Union as the sole and exclusive collective bargaining representative for all full-time employees in the rank of Firefighter/Paramedic, Lieutenant/Paramedic and any other full-time employees in rank or positions below that of Captain in the Fire Department. Excluded from this grant of recognition are all managerial, supervisory, and confidential employees, as those terms are defined by the Illinois Labor Relations Act, which includes the positions and/or ranks of Chief, Deputy Chief, Captain rank, all clerical, dispatch, civilian personnel, paid on-call and part-time employees of the Fire Department; and all other Village employees.

**Section 1.2. Fair Representation.** The Union recognizes its responsibility as bargaining agent and agrees to fairly represent all employees in the bargaining unit, whether or not they are members of the Union.

**Section 1.3. Union Officers.** For purposes of this Agreement, the term "Union Officers" shall refer to the Union's duly elected President, Vice-President, and Secretary/Treasurer.

**Section 1.4. Gender.** Wherever the male gender is used in the Agreement, it shall be construed to include both males and females equally.

**ARTICLE II - NON-DISCRIMINATION**

**Section 2.1. Non-Discrimination.** Neither the Village nor the Union shall discriminate on the basis of race, color, sex, religion, age, national origin, handicap, disability or membership or non-membership in the Union, to the extent provided in applicable state and federal statutes and regulations. Other than Union membership, any dispute concerning the interpretation and application of this Article shall be processed through the appropriate federal or state agency or court rather than through the grievance procedure.

**Section 2.2. American With Disabilities Act.** Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

**ARTICLE III - UNION RIGHTS**

**Section 3.1. Dues Check off.** During the term of this Agreement the Village will deduct from each employee's paycheck once each pay period the uniform, regular Union dues for each employee in the bargaining unit who has filed with the Village a lawfully written authorization form.

The actual dues amount deducted, as determined by the Union's Constitution and By-laws, shall be uniform for each employee in order to ease the Village's burden in administering this provision. The Union may change the uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted.

If an employee has no earnings or insufficient earning to cover the amount of the dues deduction, the Union shall be responsible for collection of dues. The Union agrees to refund to the employee any amounts paid to the union in error on account of this dues deduction provision.

**Section 3.2. Fair Share Payment.** During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services

rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that such fair share fee shall not exceed the dues attributable to being a member of the Union. Fair share fees shall be deducted by the Village from the earnings of non-members and remitted to the union's Treasurer. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.

The Union agrees to assume full responsibility to insure full compliance with the requirements of all applicable laws and regulations with respect to the rights of fair share fee payers. Accordingly, the Union agrees to do the following:

1. Give timely notice to fair share payers of the amount of the fee, including the major categories of expenses, as well as verification of same by an independent auditor.
2. Advise fair share fee payers of an expeditious and impartial decision-making process Board whereby fair share fee payers can object to the amount of the fair

share fee, as well as their rights under the regulations and procedures of the Illinois State Labor Relations Board.

3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee.

This list is not necessarily inclusive of all actions that the Union may be required to take to comply with its obligations.

4. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to the fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The indemnification provisions of this Article shall apply.

5. Non-members who are subject to the fair share fee and who object to paying fees to the Union based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union Executive Board. If the affected non-member

and the Executive Board are unable to reach agreement on the organization, the organization shall be selected by the affected non-member from an approved list of charitable organizations established by the Illinois State Labor Relations Board and the payment shall be made to said organization.

**Section 3.3. Indemnification.** The Union shall indemnify and hold harmless the Village, its elected representatives, officer, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits, legal fees, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization, certification or affidavit furnished under any such provisions.

**Section 3.4. Bulletin Boards.** The Village will make available space on a bulletin board in the kitchen area of each firehouse for the posting of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local office may not be



**Section 3.5. Release Time.** Union Officers and appointed Union Stewards will be allowed reasonable time off without loss of pay when involved in meetings or discussions with the Chief, his designee, or Shift Commanders concerning grievances or the administration of this Agreement. The Union shall appoint stewards and shall inform the Chief of the identity of such persons. The Village shall grant time off without loss of pay for Union Officers for the purpose of engaging in regularly scheduled collective bargaining negotiations. Release time for union stewards is subject to the Chief's discretion and shall not adversely affect minimum staffing levels at each station.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village of Lake Zurich and its Fire Department in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Department and to set standards of service offered to the public; to determine the number of stations, and the staffing of stations and equipment; to determine whether and to what extent it will contract with other governmental bodies for the provision of fire protection services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge

employees for just cause (probationary employees without cause); to

change, alter, modify, substitute or eliminate existing methods, equipment,

uniforms or facilities; to hire employees and to promote employees; to lay

off employees when necessary; to determine and establish training

requirements for positions within the Department; and to establish, change,

combine or abolish positions and the job duties of any position in

accordance with operational requirements. The Village expressly reserves

the right under this Agreement to exercise all management's rights set forth

in Section 4 of the Illinois Public Relations Act. In addition, the Village

may establish all requirements, rules, policies and procedures concerning

the probationary period for newly hired employees.

**ARTICLE V - HOURS OF WORK AND OVERTIME**

**Section 5.1. Application of Article.** This article is intended as a basis for calculating overtime payments and for setting forth the normal work day, work week and work cycle, and nothing in this Article or Agreement shall be construed as a guarantee of hours of work per day or per week or per work cycle.

**Section 5.2. Work Schedule.** Except as provided elsewhere in this Agreement, employees assigned to fire suppression and paramedic duties will be normally assigned to a three day shift rotation consisting of 24 hours of work (commencing at 7:00 a.m.), followed by 48 hours off duty. Employees assigned to full-time administrative or other duties will be normally assigned to work 8 hours per day (commencing 8:00 a.m. to 5:00 p.m.) with a one hour non-paid lunch.

**Section 5.3. Paulus Days.** Employees will be eligible to earn hour reduction days ("Paulus Days") as follows: During each 27 day work cycle to which an employee is assigned and works at least 108 of the scheduled hours, the employees will earn 12 hours off duty without loss of pay. Two (2), 12 hour segments will be combined in instances when they have been earned to provide one (1), 24 hour shift off duty without loss of pay each 54 day period. Thus, an employee who earns hour reduction days as set forth

above will normally work scheduled hours not exceeding 204 hours in a 27 day cycle. In the event the Village schedules such days in advance for the convenience of all parties, the above conditions shall not be in any way waived or modified.

It is understood that Paulus days are scheduled by the Village, and an employee will receive off the Paulus day as scheduled regardless of other reasons (e.g., sickness disability). Normally only two personnel will be scheduled off at any time, because of the number of personnel, a third slot may be available on some days. Employees who quit, terminate, retire or otherwise leave the Village's employment during the calendar year are not entitled to compensation for any unused Paulus days.

**Section 5.4. Changes in Normal Work Schedule any Workday.**

The shifts, workdays, and hours to which employees are assigned shall be stated on the departmental work schedule. Should it be necessary to modify such schedules or to establish temporary or permanent schedules departing from normal work schedules or work cycles, the Village will give notice where practicable of such change to the employees affected by such change.

It is also understood by the parties that the scheduling of work during the day is left to the discretion of the Chief or his designee(s). Breaks of fifteen (15) minutes are expected to be taken pursuant to guidelines established.

Meals will be ordinarily scheduled close to regular meal periods, although if interrupted by emergency calls, may be completed when released by the officer in charge. Abuse of privileges concerning breaks and mealtime may subject an employee to discipline.

**Section 5.5. Work Cycle and Overtime.** All employees assigned to a regular 24 hour duty shift will be assigned to a 27 day work cycle. The Village may assign different work cycles to different employees, and take other steps as necessary to implement the intent of this Article, including the commencement of the cycle at 7:00 p.m. during a shift. Once assigned to a 27 day work cycle, employees assigned to 24 hour shifts are eligible for overtime pay for time worked in excess of 204 hours in 27 day cycle.

All time worked under this Article in excess of the hour limits set forth above shall be compensated at time and one-half the regular hourly rate in effect when the hours are worked. For the purpose of this Article, the annualized number of hours shall be set at 2756 for 24 hour personnel, and 2080 for all other personnel, for calculating the regular rate. In the event an employee not regularly assigned to work 24 hour shifts is assigned to and works a 24 hour shift, his overtime rate shall be calculated as set forth above for 24 hour shift personnel. In addition, for the purpose of this Article, time worked shall be defined to include only those hours for which

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the employee actively performs services for the Village as well as vacation hours under Article XII and earned time off (Section 8.3), and does not include any uncompensated leave time, or time which is compensated but not worked such as sick leave, "Paulus Days", workers' compensation or disability leave, funeral leave, or personal days.

The Village will make available to paramedic employees in service training at the fire station and clinical hours at the hospital each month. If the employee is not present for this in-house training and the session needs to be attended by the employee to retain certification or to keep current in training, it shall be the responsibility of the employee to make up this time (including, but not limited to, retesting and refresher training) at no cost to the Village. Overtime will be paid only if scheduled training falls on a scheduled vacation, Paulus or earned day off.

**Section 5.6. Voluntary Hire Back.** When an employee, at the request of the Village, voluntarily works a part or all of a shift that he has not been otherwise scheduled to work the hours shall constitute time worked and shall be compensated either at his regular rate or his overtime rate, as may be in effect.

**Section 5.7. Hold Over.** When an employee is requested by the Village to work additional time without interruption immediately after his

regularly scheduled work shift, the hours shall constitute time worked and be compensated whether at his regular rate or his overtime rate, as may be in effect. Time worked under this section shall be accumulated in increments of fifteen (15) minutes.

**Section 5.8. Forced Hire Back.** The Village shall have the right to require forced hire backs and employees may not refuse forced hire back assignments. To assist in establishing a fair and equitable manner for the distribution of forced hire backs , the following procedure will be followed to the extent reasonably possible in instances except where immediate action is necessary under Section 5.9, for work that is assigned under Section 5.7, or personnel resources are unavailable or unreachable.

When an employee is ordered to work a part or all of a shift after volunteers are not found, the employee will be paid for such hours at time and one-half his regular rate in effect, with a minimum guarantee of two (2) hours pay at his overtime rate. Employees must not be forced back for:

- 1) more than one Village recognized holiday in a 366 day period (e.g. an employee forced back on July 4<sup>th</sup> cannot be forced back for a Village recognized holiday until the day after the next July 4<sup>th</sup>)
- 2) more than one special event in a 366 day period (e.g. same as



- 3) if an employee would incur a financial loss due to a planned vacation.
- 4) In between the following scheduled days off ( Vacation, Floating, Duty Trades or Paulus days)

**Section 5.9. Emergency Call Back.** When an employee is called in or called back to work other than for holdover work or voluntary hireback, for the purpose of responding to an emergency call for assistance, he will be paid for such hours at time and one-half his regular rate in effect, with a minimum guarantee of one (1) hour pay at his overtime rate.

**Section 5.10. Overtime Procedure.** Both the Village and the Union understand the necessity for proper staffing. The Village therefore shall have the right to require overtime work and employees may not refuse overtime assignments. To assist in establishing a fair and equitable manner for the distribution of overtime, the following procedure will be followed to the extent reasonably possible in instances except where immediate action is necessary under Section 5.9, for work that is assigned under Section 5.7, or personnel resources are unavailable or unreachable.

There will be three lists comprised of contract personnel only. Newly

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hired employees will be placed at the bottom of the list according to

seniority. List A will be for more than twelve (12) hour shifts. List B will be used for twelve (12) hours or less. List C is for special events. Special event overtime will be the only overtime employees may sign up for in advance.

Employees who have worked forty-eight (48) hours continuously shall not be eligible to work a hireback, force back, hold over for hire back, or special events except as exempted by other language. Those employees shall retain their position on the list and have at least twelve (12) hours off duty before being required to work a hire back, force back, hold over for hire back, or special duty. Employees shall also have twelve (12) hours off duty prior to forty-eight (48) hours continuous duty. Any employee enrolled in a department approved or sponsored class/school or other schooling related to the fire service position shall not be eligible for force back, hold over or special duty. Employees in class or school shall retain their position on the hire back lists. Employees are required to submit a class schedule upon their receipt of schedule or approval to any class/school/semester under which the above clause may be exercised prior to the commencement of such schedule.

There shall be no more than the authorized number of lieutenants on

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duty, unless one additional lieutenant is in the Acting Captain position.

Employees from one rank cannot be used to fill another rank below their rank for hire back basis, except when an unusual emergency condition exists per the Fire Chief or his Designee.

When staffing requires overtime in advance, the shift commander or his designee shall initiate an automated call out for personnel (when the paging system is available) on the appropriate list four (4) days prior.

Whenever there is new overtime the shift commander or his designee shall start at the top of the list and work his way down unless using the automated call system. When overtime arises with less than four (4) days notification, the hire back process will be started as soon as reasonably possible. In all cases, on duty personnel will be notified of the overtime so they are also aware of it.

Automated call system process: All employees will be loaded into the system with their preferred choice of communication – email (must be an email that they would receive off duty and receive notification of its arrival), text message phone number, or phone number for voice message (should have voice mail or answering machine). A page will be set up indicating 1) the date and time of the overtime, 2) type of personnel needed & 3) length of overtime (which list is being used). Those personnel wishing

to take the OT must call station 1 – at the designated extension within 20 minutes. The officer conducting the hire back will notify the person highest on the list at the 20 minute mark. Do not call in to refuse overtime. Only personnel that are on shift and higher than the person receiving the OT on the list can refuse OT and be moved. If no one calls within the 20 minutes, the hire back or potential force back will occur from on shift personnel.

Should an employee refuse overtime, the shift commander or his designee will place the employee at the bottom of the list. If an employee is not personally contacted, he shall remain in their same position. When an employee takes a hire back, he will be placed at the bottom of the list also.

Once an individual takes a hireback off any list, his/her name will be placed on the bottom of that list. Hours needed for hireback personnel will not be broken down into smaller increments. Procedural notes: An employee will not be forced back for more than one Village recognized Holiday in a 366 day period as outlined in Article 5.8, Section 1. Employees with verifiable vacation plans that would be adversely impacted by a force back will be passed over.

**Section 5.11. No Pyramiding.** Compensation shall not be paid more than once for the same hours under any provision of this Article or Agreement.

**ARTICLE VI - GRIEVANCE PROCEDURE**

**Section 6.1. Definition.** A "grievance" is defined as a dispute or difference of opinion raised by an employee against the Village during the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning discipline of 24 hour suspension or less, hiring or promotion, or any other matter or issue subject to the historic and statutory jurisdiction of the Village of Lake Zurich Board of Police and Fire commissioners shall not be subject to this grievance procedure. A suspension of 24 hours or less may only be appealed to the Board of Fire and Police Commissioners of the Village.

The impact of discipline greater than a suspension of 24 hours, may be appealed at the employee's option either to the Board of Fire and Police Commissioners or handled by way of arbitration. Only one avenue of appeal for suspensions greater than 24 hours may be used.

**Section 6.2. Grievance Procedure.** It is mutually desirable for an employee and his immediate supervisor to resolve problems through free and informal discussions. If, however, the informal process does not resolve the matter, a grievance shall be processed as follows:

**STEP 1:** The employee, with or without a Union representative, or the Union in the event of a grievance affecting all employees shall take up a grievance in writing with the Shift Captain or Deputy Chief within fifteen (15) calendar days of its occurrence. The grievance shall be signed by the grievancee and shall set forth all relevant facts, the provision or provisions of the Agreement allegedly violated, and the relief requested. The Captain/Deputy Chief or his designee shall then attempt to adjust the matter and shall respond in writing within fifteen (15) calendar days.

No grievance shall be entertained or processed unless it is submitted at Step 1 within fifteen (15) calendar days after the occurrence of the event giving rise to the grievance or within fifteen (15) calendar days after the employee, through the use of reasonable diligence, could have obtained knowledge of the occurrence or the event giving rise to the grievance. The fifteen (15) days can be waived if both parties agree, in writing, to discuss the matter in an attempt to resolve it prior to filing.

**STEP 2:** If the grievance remains unsettled after the response in Step 1, then the employee may, within fifteen (15) calendar days of receipt of the response, present the grievance in writing to the Chief, giving reasons for rejecting the response in Step 1. The Chief or his designee shall then attempt to adjust the matter and shall respond in writing within fifteen (15)

calendar days. If the grievance remains unsettled after the response in Step 2, then the employee may, within Thirty (30) calendar days of receipt of the response, present the grievance in writing to the Village Manager, giving reasons for rejecting the Chief's response in Step 2.

**STEP 3:** If no agreement is reached the Village Manager will submit a written response within thirty (30) calendar days of this conference. If no conference is scheduled, the Village Manager shall issue a written response to the grievance within thirty (30) calendar days of receipt of the appeal.

**Section 6.3. Arbitration.** If the grievance is not settled in Step 3, the Union may refer the matter for arbitration by written request made within fifteen (15) calendar days of the Village's response in Step 3.

Arbitration shall proceed in the following manner:

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a

new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives.

2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, which ever is later. The parties may agree to waive this requirement.
3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript has been ordered by mutual agreement), if any, shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.
4. The arbitrator shall have no right to amend, nullify,



ignore, add to, take from or modify any of the provisions of this Agreement. The arbitrator shall consider and decide only the question of fact as to whether there has been a violation, misinterpretation or misapplication of the specific provisions of this Agreement. The arbitrator shall be empowered to determine only the issue raised by the grievance as submitted in writing at the First Step. The arbitrator shall have no authority to make a decision on any issue not submitted or raised. The arbitrator shall be without power to make any decision or award which is contrary to or inconsistent with, in any way, applicable laws, or of rules and regulations of administrative bodies that have the force and effect of law. The arbitrator shall not in any way limit or interfere with the powers, duties and responsibilities of the Village under law and applicable court decisions. Any decision or award of the arbitrator rendered within the limitations of this Section 6.3 shall be final and binding upon the Village, the Union and the employees covered by this Agreement.

**Section 6.4 Time Limit for Filing.** If a grievance is not presented

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by the employee or the Union within the time limits set forth above, it shall be considered "waived" and may not be further pursued by the employee or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village's last response. If the Village does not respond to a grievance or an appeal thereof within the specified time limits, the aggrieved employee and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement.

**ARTICLE VII - NO STRIKE/NO LOCKOUT**

**Section 7.1. No Strike/No lockout Commitment.** Neither the Union nor any employees covered by this Agreement, agents or employees of the Union, will call, initiate, authorize, participate in, sanction, encourage or ratify any strike, sympathy strike, slowdown, work stoppage or concerted interference with the full, faithful and proper performance of the duties of employment with the Village, regardless of the reason for so doing. Neither the Union nor any employee of the Village shall refuse to cross any picket line, by whomever established, nor refuse to enforce or carry out lawful orders and directives of the Village arising from or related to the performance of Fire Department functions in a labor dispute involving other persons. The Village shall not lockout any employees during the term of this Agreement as the result of a labor dispute.

**Section 7.2. Resumption of Operations and Union Liability.** In the event of action prohibited by Section 7.1 above, the Union and the Union Officers immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

**Section 7.3. Discipline and Judicial Restraint.** The Village retains all rights under law with respect to the enforcement of this Article and the discipline of employees who violate this Article, including but not limited to those rights set forth in Section 17 (b) of the Illinois public Labor Relations Act as it exists upon the execution of this Agreement. Nothing in this Article or Agreement shall preclude the Village or the Union from obtaining judicial restraint, damages or other remedies in the event the Village , the union and/or employee(s) violate this Article, and there shall be no requirement to exhaust other remedies before taking such action.

**ARTICLE VIII - EARNED TIME OFF**

**Section 8.1. Holidays.** Due to the scheduling for employees covered under this contract for 24/48 hour work schedule, there will be no holidays designated by specific date. However, employees shall receive floating holidays as outlined in Section 8.3.

**Section 8.2. 8 hour employees:** Employees who are assigned to full-time Administrative or other duties and normally are assigned to work 8 hours generally from 8:00 a.m. to 5:00 p.m. shall receive the same benefits as general employees at the Village Hall. Specifically:

1. Work 40 hours per week.
2. Not work on all Village recognized holidays and receive 3 personal days to be used by the employee with the approval of his supervisor which are prorated over one year with no carry over.
3. Follow the vacation schedule as to number of days in accordance with the Village policy manual.
4. Personal Days may be broken into 4 or 8 hour increments only and subject to the approval of the Chief or his designee.

**Section 8.3 Earned Time off.** Employees who are assigned to work 24 hour duty shifts shall receive four (4), 24 hour shifts per calendar year without loss of pay in lieu of any additional pay for working holidays if so scheduled, and if they are not receiving another form of compensation consistent with the provision below. Employees will schedule the four (4), 24 hour shifts off in accordance with Article XII, Section 3. If an employee leaves the employment of the Village before the end of the calendar year and has scheduled and used all available time off, the Village may seek to re-capture such time off granted but not earned by reducing the employee's last paycheck.

***Conversion Provision :*** In the event an employee incurs a disabling injury or illness during a scheduled earned time off shift, he may request termination of the earned time off shift and entry onto sick leave status. If the employee is hospitalized, a change of status is made on verification of the hospitalization. The employee is required to submit medical certification verifying the disability. The request for change of status requires approval of the Fire Chief or designee. Petitions for any variance to this procedure shall be reviewed by the Chief with no further recourse.

**Section 8.4 Scheduling of Earned Time After Change of Duty**

**Status**

In the event an employee incurs a duty related injury or illness during a scheduled earned time off shift and is approved for a change in status to Workers Compensation the following method will be used to reschedule any unused earned

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time that would have been taken during the absence.

Upon return to full duty, the employee will provide to the Shift Commander a clearance to full duty release form from the physician. The Shift Commander will complete any required re-education and/or equipment checks based on the duration of the absence. The employee will work the rest of the shift as assigned by the Shift Commander. Any and all earned days that were previously scheduled, during the time frame covered by the Public Employee Disability Act (PEDA) and falling within the same calendar year, but unused due to a change in status to Workers Compensation will be scheduled as described below:

Employees will be required to schedule earned days that were missed within thirty days of return to duty.

If an employee returns from workers compensation leave after a new calendar year begins, all the earned time not used from the previous year shall be paid out at the employees current rate of pay. Such pay out shall be in any form of compensation as permitted by law.

The employee may not pick an earned day off on a Village recognized Holiday.

The employee will be able to take the missed earned days within one year from return to duty.

Earned Time is defined as Vacation and Floating Holidays.

**ARTICLE IX - SUBCONTRACTING**

**Section 9.1. General.** It is the general policy of the Village to utilize its employees to perform work they are qualified to perform. However, the Village reserves the right to contract out any work it deems necessary in the exercise of its judgment and consistent with its lawful authority.

**Section 9.2. Notice of Negotiation.** The Village will notify the Union and offer an opportunity to negotiate the effects on the bargaining unit of a proposed contracting out decision only in those instances where such decision will result in the layoff of one (1) or more bargaining unit members. All rights guaranteed Section 14 employees under the Illinois State Public Labor Relations law shall apply to the effects negotiations. The Village may implement its decision regarding subcontracting in these instances one hundred and twenty (120) days following notice of negotiation to the Union over the effects of the decision (absent an agreement), subject to the exercise of Section 14 rights over the effects negotiations.



**ARTICLE X - SENIORITY**

**Section 10.1. Definition of Seniority.** As used herein, the term “seniority” shall refer to and be defined as the continuous length of service or employment from the date of last hire as a full-time employee. Employees hired on the same date will be ranked in order of seniority based on their relative ranking on the hiring eligibility list established by the Board of Fire and Police Commissioners. “Classification” seniority or “rank” seniority shall be defined as the total length of service in a particular classification or rank. Seniority accrues after completion of the probationary period set forth below.

**Section 10.2. Probationary Period.** All new employees hired after June 1, 2008 shall serve a probationary period of twelve (12) months from the date of their assignment to a regular duty shift or to the fire prevention bureau, but in no circumstances will such period be longer than eighteen (18) months from the date of original hire. In the event an employee has not satisfied all requirements for certifications (FF. II, & Paramedic) within an eighteen (18) month period beginning with his date of original hire, the employee may be terminated without cause and without recourse to the grievance procedure by order of the Chief provided the employee was given an opportunity to enroll in and attend training classes as may be required to

qualify for certifications prior to the expiration of this eighteen (18) month period. The required classes and other training shall be established by the training program.

During an employee's probationary period the employee may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary employee. Employees who are rehired after loss of seniority shall be subject to the same provisions set forth in this Section.

There shall be no seniority among probationary employees. Upon successful completion of the probationary period, an employee shall acquire seniority consistent with Section 10.2 which shall be retroactive to his last date of hire with the Village in a full-time position covered by this Agreement.

**Section 10.3. Seniority List.** The Village shall prepare a list during December of each calendar year prior to vacation scheduling setting forth the present seniority dates for all employees covered by the Agreement. Such list shall finally resolve all questions of seniority affecting employees covered by this Agreement commencing on the eleventh calendar day after posting of such list.

**Section 10.4 Seniority Termination.** An employee shall be terminated and his seniority broken when he:

- (a) Quits
- (b) Is discharged
- (c) Is laid off pursuant to the provisions of the applicable Agreement for a period of two (2) years;
- (d) Retires
- (e) Falsifies the reason for a leave of absence under Section 18.1, is found to be working during a leave of absence under Section 18.1 or otherwise violates any conditions imposed for a leave of absence under Section 18.1;
- (f) Fails to report to work at the conclusion of an authorized leave of absence under Section 18.1 or when fit to return to duty after a medical or sick leave;
- (g) Is laid off and fails to notify the Chief of his intention to return to work within the time period specified in Section 11.2;
- (h) Does not perform work for the Village for any reason for a continuous period in excess of twelve (12) months (except for military service or work related injury compensable under workers compensation or layoff under substation (c)); or

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- (i) Fails to report to work or notify the Village during an absence  
of three consecutive work days.

**ARTICLE XI - LAYOFF AND RECALL**

**Section 11.1. Layoff.** The Village, in its discretion, shall determine whether layoffs are necessary. A minimum 60 day notice of any expected layoff will be given to all affected employees and the union board. If it is determined that layoffs are necessary, employees covered by this Agreement will be furloughed by seniority in rank pursuant to the following procedure: The Village will identify the ranks from which personnel will be laid off. Employees shall be initially laid off by order of their rank seniority (defined in Section 10.1). If the layoff occurs in a rank other than the lowest level rank in the Fire Department covered in this bargaining unit, the employee(s) affected will be permitted to bump into the next lowest level rank. The least senior employee(s) based on seniority will then be laid off. This procedure shall be followed until the least senior employees in the Fire Department are laid off.

**Section 11.2. Recall.** Employees who are laid off shall be placed on a recall list for a period of Five (5) years. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. Employee must meet current Resource hospital system requirements at time of recall. Employees on the recall list

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will be offered a position as a paid-on-call member in order to attend in-station continuing education classes at the department.

Employees who are eligible for recall shall be given notice of recall by delivery of such recall notice at the employee's last address on file with the Village by certified mail, return receipt requested. The recalled employee shall notify the Village of his intention to work within 10 days of the receipt of the notice and shall return to work no later than the 30th day following the date of the notice. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation of the employee to provide the Director or his designee with his last mailing address. If any employee fails to timely report for duty following receipt of a recall notice, his name shall be removed from the recall list.

## ARTICLE XII - VACATIONS

**Section 12.1. Eligibility and Allowances.** Employees shall be eligible for paid vacation as follows. The number of work days of vacation that an employee is eligible to receive in each calendar year shall be based on the number of years of continuous service in a position covered by this Agreement that the employee will complete as of the anniversary date of his employment during the calendar year in accord with the schedule below. Vacation allowances that are not taken during the calendar year shall not be carried over into subsequent years and shall be forfeited provided the employee was able to schedule such days and was able in fact to take those scheduled vacation days. Vacation allowances are awarded under the following schedule: These days are earned for each month of work at the rate of the yearly allotment divided by twelve (12). Unless required by the Family and Medical Leave Act, Public Safety Employees Benefit Act, Public Employee Disability Act, Uniformed Services Employment and Reemployment Rights Act, or a similar legal requirement, vacation days are not earned for any calendar month in which the employee performs no work for the Village for 30 days or more and is in unpaid status.

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Length of Continuous Service

Working Days Vacation  
Per Calendar Year

One year through completion  
of six years of service

5 shift days (120 hours)  
10 hours per month

Seven years of service through  
completion of ten years of service

8 shift days (192 hours)  
16 hours per month

Eleven years of service through  
completion of fourteen years  
of service

10 shift days (240 hours)  
20 hours per month

Fifteen years of service or more

12 shift days (288 hours)  
24 hours per month

Accrual begins on day one (1) of employment and switches at the anniversary day as noted above. (example: on the first day of their seventh year, the employee would begin earning at the new rate of 16 hours per month. Based on the accrual system, the employee is always scheduling days earned over the previous twelve months. In the event the employee terminates employment, there would be accrued vacation days to account for. These days are typically paid off at the prevailing hourly rate on the last check minus any deductions allowed for under this contract.

Calculations for first year employees:

Based upon hire date, the employee will be allotted vacation time to schedule at the next vacation picks based on a pro rated basis in order to get them to 5 full days per year afterwards. Accruals of less than 12 hours increments are rounded down, accruals of 12 hours or more are rounded to next full day.

Example: Employee Hired August 1<sup>st</sup> – this would be 50 hours time through December 31<sup>st</sup>. They will be asked to schedule 2 days (48 hours) after August 1<sup>st</sup> of the next year. The following year would then put them at



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scheduling the entire five (5) days as usual.

The same scenario occurs when an anniversary is reached where the vacation accrual changes. Using the same employee (moving to second vacation step) , January – July 31<sup>st</sup> would be earned at 10 hours per month – 70 hours. August 1-Decemehr 31<sup>st</sup> would be earned at 16 hours per month or 80 hours for a combined total of 150 hours.  $150/24 = 6.25$ . 6 days would be scheduled in that transition year.

As a further example, an employee hired in February would calculate as follows: January = 10 hours, Feb-Dec31st = 176 hours, combined total of 186 hours.  $186/24 = 7.75$  days. 8 days would be scheduled in that transition year.

Employees may not schedule vacations until after completion of their first year of employment. Given that an employee does not schedule vacation time until after their first year, they will have an accrual of one (1) years vacation at the time they begin scheduling and every year thereafter. Employees who are not assigned to a 24 hour shift shall be eligible to earn and take vacation allowances under the schedule in effect for other non-represented Village personnel provided such time off for vacation or earned time off cannot be reduced below the current benefit level. Employees will not be eligible for paid vacation in any calendar year in which he is not paid for at least 2300 hours (if on 24/48) or 1800 hours (if on an 8 hour schedule).

**Section 12.2. Vacation Pay.** The rate of vacation pay shall be the employee's regular straight-time hourly rate in effect on the payday immediately preceding the vacation. Pay for unused earned vacation will be made upon termination for reasons other than cause, provided the employee has given two weeks notice of his intention to terminate.

**Section 12.3. Scheduling.** Vacations shall be scheduled and approved by the Chief or designee on or before December 22nd of the previous calendar year, consistent with the Fire Department staffing needs, and with the following guidelines. Vacations may be scheduled from January 1 through December 31. Two personnel per shift will be allowed to take vacation, earned time off or Paulus days on a given day, because of the number of personnel, a third slot may be available on some days. Employees shall submit vacation requests to the Chief or designee for the calendar year by December 15 of the preceding year. Employees will follow a two pick system. Each employee by seniority order will schedule all of their Vacation days to be allowed for the next year, such scheduling to be completed by each shift. After completing the first round of selections, the employees will complete their selection by seniority for their 4 Earned (Float) days. The employees on each duty shift shall be responsible for completing this process by December 15 or else the employee's request for

particular dates may not be considered. The Chief or designee will follow employee requests consistent with the above and with departmental staffing needs.

An employee on Workers Compensation leave at the time of vacation picks but expected to return in the coming year, will be allowed to participate in the selection process. However, the employee may not schedule any earned time prior to the known expected date of return to duty.

Paulus Days will be scheduled by the Chief or designee for all personnel and all cycles. All days off (Vacation, Paulus, Floating Holidays) can be scheduled on any given day although no more than two personnel will be scheduled off on any given day, because of the number of personnel, a third slot may be available on some days. Contract personnel will be able to schedule one person off per day unless manpower permits two.

In the event that an employee leaves the department during the year and will not be using days already selected, the following process shall be followed for those vacated slots. Within 10 calendar days after employee's date of separation, the most senior bargaining unit member of the shift will be offered the available slots and may move as many or none of their days as offered. The process will continue through the entire shift in the order of seniority with each member given a chance to take any available slot. The

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process shall be completed within 30 days.

**ARTICLE XIII - SICK LEAVE**

**Section 13.1. Purpose.** Sick leave with pay is provided as a benefit in recognition that employees and /or immediate family members residing in the employees home, or family of the employee requiring your care, do contract various illnesses from time to time; that their financial resources may be diminished in such instances if pay is discontinued; and that it may not be in the best interest or health of the employee or fellow employees for them to work while sick. To the extent permitted by law, sick employees are expected to remain at home unless hospitalized, visiting their doctor, or acting pursuant to reasonable instructions for care. Unfortunately, Sick Leave abuse sometimes occurs. The parties agree that Sick Leave abuse is a very serious offense. The parties further agree that all reasonable efforts shall be used to ferret out sick leave abuse. Abuse of Sick Leave, including but not limited to feigned illness, carrying out of personal chores unrelated to the illness, other employment, are cause for discipline.

**Section 13.2. Allowance.** Any employee contracting or incurring any non-service connected sickness or disability shall be eligible for Sick Leave with pay under the conditions set forth in this Article.

**Section 13.3. Accumulation.** Sick Leave shall be earned at the rate of .50 (one-half) shift days per month (i.e. 12 hours), except as set forth

below. Earned Sick Leave may be accumulated not to exceed one hundred twenty (120) shift days.

Sick Leave is not earned during a period of a leave of absence without pay, suspension, or when the employee is otherwise in a non-pay status for more than eight (8) calendar days in a month.

**Section 13.4. Sick Leave Payment and Conditions.** Sick Leave pay shall be equivalent to the employee's regular hourly rate of pay in effect at the time Sick Leave is taken. In the case of an absence of more than two (2) consecutive scheduled shifts, the Chief or his designee will require an employee to submit an acceptable physician's certification to be eligible to receive Sick Leave pay for any such time; such certification may also be required in such circumstance before the employee will be allowed to return to work. Failure to produce such certification when requested also results in ineligibility for, and forfeiture of, all Sick Leave pay. In addition, the Village may, at its discretion, require an employee who is receiving Sick Leave pay or who has reported an illness and will be compensated with Sick Leave pay, to submit to an examination by a physician at the Village's expense. Failure to submit to such examination shall result in a forfeiture of all Sick Leave pay. Failure to return to work upon a finding of fitness for duty following such examination shall also result in a forfeiture of all Sick

Leave pay commencing after the finding is issued.

**Section 13.5. Notification.** Notification of absence due to sickness should be given to the on duty shift commander no later than 05:30 of the morning of start of shift, and before every scheduled shift thereafter (unless the requirement of notice is waived by the Chief). Failure to provide proper notice of sickness may be considered an absence without pay, will result in a forfeiture of all Sick Leave pay, and may subject an employee to discipline as well.

**Section 13.6. Sick Leave Buy Back.** When the 5 years equivalent of unused sick leave has been accumulated by December 31 of any year (presently 30 days for 24/48 shift), an employee covered by this agreement is eligible for the Sick Leave Buy Back program. Any unused sick days accrued at the end of year after the above eligibility has been established shall be paid to the employee at 1/2 of the unused sick days. The compensation for this unused sick time shall be calculated at the rate the employee is paid on December 31 and shall be paid in April of the next year. It will be paid at 100% in multiples of 12 hours.

Employees who are assigned to full time Administrative or other duties and normally are assigned to work 8 hours shall receive this benefit as calculated for general employees at the Village Hall.

The sick leave buy back program availability is determined on a yearly basis by the Village Manager. Availability is determined by the financial condition of the village to provide this program. This program may be administered on a departmental basis, as determined by the Village Manager. Upon written request by the Union, which shall occur no later than January 1 of each year, the Village will notify the Union by February 1 of each year whether there will be a sick leave buy back that is distributed in April of that year. After notification by the Village, individual employees will then notify the Village of their desire to participate in the program (if eligible) by March 1.

**Section 13.7 Retirement Health Savings** When an employee retires, they will be eligible to use 50% of their accumulated, uncompensated and unused sick time, based on their last day base hourly rate, for all medical expenses eligible under IRS guidelines. A report shall be prepared by the Village at time of retirement to indicate the amount of accumulated Retirement Health Savings and shall be updated no later than December 1 of each following year. For the purposes of clarifying this section, retiring shall mean an employee with at least 20 years of pension service and having attained age 50 or the granting of a disability pension. Anyone with 20 years of pension service but less than age 50, will receive this benefit upon



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reaching their 50<sup>th</sup> birthday.

**Section 13.8 Post Employment Health Savings Plan.** The Village agrees to provide a health insurance savings account for its employees. In accordance with the Internal Revenue Service Code, and all applicable federal and state statutes, the savings account will allow the Village to make contributions and enable employees to accumulate reserves, which could be drawn upon, free of federal and state income taxes, to make permitted medical payments including premiums for health insurance upon separation from service or retirement with the Village. The Village agrees to contribute three quarters of one percent (.75%) of the employee's May 1<sup>st</sup> (of each year) base salary into each employees account by May 15<sup>th</sup> of each year. The Village will deposit accumulated sick leave amounts into the employees health insurance retirement account in accordance with the terms of **Section 13.7 Retirement Health Savings**. Employees will be responsible for choosing an investment option for their accounts. The health insurance retirement account will be established and the Village will begin contributions by May 1, 2006 and continue thereafter.

**ARTICLE XIV – TUITION REIMBURSEMENT**  
**AND TRAINING PROGRAMS**

**Section 14.1. Tuition Reimbursement.** Employees shall be eligible for tuition reimbursement pursuant to applicable policies, rules and guidelines established by the Village for its employees. Tuition reimbursements will be granted at public institution rates. Tuition reimbursements will be at an in district tuition rate, either Lake County, IL based upon employment location or other College district based upon employees residence. Any circumstance that would incur higher charges must be prior approved. In the event, a specific course is not available at a public institution; reimbursement at any private institution will be by prior approval only of the Chief or his designee. All tuition requests shall be for courses and degree programs that are specifically relative to the employee's field of work through the Baccalaureate level, and of verifiable integrity from accredited institutions. For budgetary purposes, employees shall notify the employer in writing prior to November 1 of the previous fiscal cycle of any expected reimbursement amounts upcoming. Employees are required to apply for grant or scholarship programs that are brought forth by the department, (annual Fire Chief Association applications as an example) prior to having reimbursements authorized.

**Section 14.2. Mandatory Training Programs.** The Village may schedule training programs for employees, as determined by the Chief. When an employee is directed to attend a training program during his regularly scheduled shift, he will be compensated at the applicable rate of pay in effect for the hours. When an employee is directed to attend a training program during non-working hours, he/she will be compensated at overtime rate for the hours worked. An employee may be directed to attend a mandatory off duty training program no more than one-time during each calendar year quarter (four times per calendar year). At least fifteen (15) calendar days notice shall be provided of a scheduled mandatory off-duty training program. Attendance at such mandatory off-duty training may be waived by the Chief in his sole discretion on a case by case basis. Special work and training schedules may be established for probationary employees attending training programs.

**Section 14.3. Voluntary Training Programs.** Employees may request permission to attend training programs other than those mandatory scheduled by the Village. In such event, the employee must submit a written request to the Chief or Designee with information regarding the cost, nature, sponsor and place of the program, as well as the expected benefit to the Fire Department of attendance. The Chief may in his

discretion excuse the employee on duty time to attend the program, and may also in his discretion reimburse the employee for some or all of his tuition, expenses and travel, and/or provide time off with pay if non-duty time was used to attend the program. The decision of the Chief under this Section shall be reasonably based, but it shall also be final with no recourse to the grievance procedure; provided, however, that the Union may request a meeting over the application of this Section at a Labor Management meeting pursuant to Article XIX. The Village's resources to provide benefits under this Section may be limited or eliminated at any time.

**Section 14.4. Special Team Training:**

When an employee is assigned to attend a special team training session while on duty, they will be provided a village vehicle provided for transportation. In the event no transportation is available the employee will be relieved of such training.

ARTICLE XV - WAGES

**Section 15.1. Compensation.** The annual compensation schedules for employees during the term of this Agreement are set forth in Appendix A and B. Newly hired employees begin in the first step for the appropriate classification. Advancement shall be in order to successive steps, and steps will not be skipped. Step advancement and Meet Standards (Salary Incentive Pay) is normally made effective on an employee's anniversary date upon recommendation by the Chief to the Village Manager based upon biannual performance reviews. However, the Chief may recommend to the Village Manager that an employee's step advancement and/or Meet Standards (salary incentive pay) be delayed for up to six months based upon an overall below-average performance evaluation. Employees who are not meeting expectations shall be notified by the Chief or designee as far in advance of the step increase and Meet Standards (salary incentive pay) anniversary as possible, indicating where they are below and what they can do to meet expectations. In the event the Chief recommends a delayed step increase or Meet Standards (salary incentive pay), he shall state his reasons in writing to the Village Manager, and a copy shall be given to the employee and the Union President. The employee shall state in writing, addressed to the Village Manager and delivered within seven (7) calendar days of receipt

of the Chief's recommendation, whether he agrees or disagrees with the Chief's recommendation. The Village Manager shall schedule a meeting with the employee, the Union President and the Chief before he makes the final determination on the recommendation. The union may assist employees in this process. Certification increase goes into effect the date the Chief receives the state certification.

Wages for incentive pay related to Meet Standards or special team stipends, including TRS Team, HAZMAT Team, Dive Team, Investigation Team, County Mechanics Team, and Wildland Team, shall be provided to eligible Employees on an additional check that is separate from normal compensation. Separate checks will not apply to overtime compensation related to typical job duties.

**Section 15.2. Pension Pick-up.** Pursuant to 40 ILCS, 5/4-118.2 (also known as the Fireman's Downstate Pension Act), the Village agrees to the extent permitted by law to pick up the employee's contribution as allowed by Sec. 4-118.1 of the Act.

**Section 15.3. Work out of Classification Lt.. Acting Lieutenant.** Any firefighter who works in the rank of Acting Lieutenant shall be paid the same hourly rate as the first step on the Lieutenant pay scale for that period of time in which the firefighter has been appointed to the acting position for

his shift by the Chief or his designee. A firefighter is paid acting pay for all time that they are in the acting role.

The selection for firefighter who is to work as an Acting Lieutenant shall be taken from that shift's listing of individuals in the order in which they rank from top to bottom on the then active lieutenant's list. If there is no firefighter on that shift listed on the lieutenant's listing, or the list is exhausted, the Chief or designee will select the person to fill the position. If an eligibility list is expired, the old list and personnel will be used until a new one is posted.

**Section 15.4. Work out of Classification Captain. Acting**

Captain: Any lieutenant who works in the rank of Acting Captain shall be paid the same hourly rate as the first step on the Captain pay scale for that period of time in which the Lieutenant has been appointed to the acting position for his shift by the Chief or his designee. A lieutenant is paid acting pay for all time that they are in the acting role.

The selection for Lieutenant, who is to work as an Acting Captain, shall be taken from that shift's listing of qualified individuals in the order in which they rank from top to bottom on the then active Captain's list. If there is no Lieutenant on that shift listed on the Captain's listing or the list is exhausted, the Chief or designee will select the person to fill the position.

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If an eligibility list is expired, the old list and personnel will be used until a new one is posted.



ARTICLE XVI - INSURANCE

**Section 16.1. Health Insurance.**

The Village and the Union agree to engage in continuous good faith negotiations with the shared goal of having a fair health insurance program which will reduce the cost of the monthly health insurance premium. Given the current environment of healthcare reform, should changes arise, the Village and Union agree to reopen this section of the contract.

The Village will continue to offer a basic health insurance plan with the HDPPPO, as well as an HMO and PPO as supplemental health insurance plans requiring a premium contribution by the employee (as listed below), co-pays, deductibles, reimbursement for being out of network, out of pocket maximum for being out of network etc. Employees may select single, single plus spouse, single plus child(ren) or family coverage in one of the health programs offered by the Village during the enrollment period established by the Village. The insurance plan year typically commences on June 1 of each year. The Village shall provide group health Insurance benefits to employees, with such benefits to be provided in the group Insurance policy(s) applicable to all Village employees at the rates assessed under such policy(s) which the Village shall enter from time to time.

**Employee contributions to Medical Insurance Premiums:**

Term of Contract – 20% of the total PPO premium for which ever coverage is selected.

**HMO Plan:**

First Year of Contract: 5% of the total HMO premium for which ever coverage is selected.

Second and Third Year of Contract: 10% of the total HMO premium for which ever coverage is selected.

High Deductible PPO plan – Employees would pay cost as outlined each year by the employer based upon each years plan.

Should the Village find it necessary, due to financial or other reasons, to change Insurance carriers, benefit levels, plan types, self-insurance or other modifications of the policy in effect upon the effective date of this agreement, it may do so, provided that the new plans, coverage and benefits are substantially similar to those in effect upon the effective date of this

Agreement.

**Section 16.2. Cost Containment.** The Village reserves the right to institute or modify cost containment measures relative to Insurance coverage so long as the basic level of insurance benefits remains substantially the same. Such changes may include, but are not limited to, health maintenance organizations, mandatory second opinions for elective surgery, pre-admissions except in emergency situations, and mandatory outpatient elective surgery for certain designated surgical procedures. Further, Local 3191 will assist the Village of Lake Zurich by having representatives review potential Health Savings Plan (HSP) options and also review future insurance plan options.

**Section 16.3. Terms of Policies to Govern.** The extent of coverage under the Insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any employee who has a question concerning coverage may present it to the Village Manager or the Chief, if the Manager shall so designate, and the Manager or Chief, in turn shall make appropriate inquiry and shall advise the employee of the status of

the matter.

**Section 16.4. IRS 125 Plan.** The Village has made available to employees an IRS Section 125 cafeteria plan which allows employees to pay for life Insurance, child care and medical expenses with pre-tax dollars. This benefit shall be made available to employees covered by this contract as long as the plan continues to be allowed by the IRS.

ARTICLE XVII - POLICE AND FIRE COMMISSION

The parties recognize that the Board of Police and Fire Commissioners ("Board") of the Village of Lake Zurich has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and to enforce rules and regulations, to discipline and terminate employees, to promote employees in rank positions, to hire employees, and to lay off employees. Nothing in this Agreement is intended in any way to replace or diminish the authority of the Police and Fire Commission. Moreover, it is agreed that the Chief shall exercise all functions and responsibilities of a Chief or Fire Chief under the rules and regulations of the Board and the statutory jurisdiction of the Board, notwithstanding any other provisions under state or other law to the contrary, pursuant to Section 15 of the Illinois Public Labor Relations Act.

ARTICLE XVIII - LEAVES OF ABSENCE

**Section 18.1. Discretionary Leaves.** The Village may grant a leave of absence to an employee without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the employee to the Chief and the Village Manager as far in advance as practicable. The request shall state the reason for the leave of absence and the period of time off desired by the employee. The Village in its discretion may grant such request for a period not to exceed forty-five (45) days, and will set forth the terms and period for such leave. An extension beyond 45 days may be requested and will be considered under unusual circumstances only. Depending on the circumstances of each particular case, the Village may grant a discretionary leave of absence or an extension thereof to accommodate an employee with a handicap or disability. The Village is not required to grant a discretionary leave or extension thereof if it would create an undue hardship for the Village. A leave of absence will not be granted to enable an employee to seek other employment. Employees who engage in unauthorized employment during such leave may be immediately terminated. Seniority shall not accumulate while an employee is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement

are terminated during the period of the leave. Credit for vacation, Paulus Days, earned time off, sick leave and retirement fund shall not be earned during the leave. However, an employee will be allowed to purchase continued group health coverage at his own costs to the extent that may be permitted by the Village's group insurance carrier.

Upon return from a discretionary leave of 45 days or less, an employee will be placed in his prior position. Upon return from a discretionary leave if granted, in excess of 45 days, the Village will place the employee in his previous position if the position is vacant; if not vacant, the employee will be placed in the first available opening in his classification. During a discretionary leave in excess of 45 days granted as an accommodation for an employee's disability or handicap, the employee's prior position shall remain vacant, unless the continued vacancy of the employee's prior position would create an undue hardship upon the Village, in which case the employee will be placed in the first available opening in his classification. If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

An employee on leave of absence will be terminated if he fails to return from a leave at the conclusion of the authorized leave; resigns or is

terminated from Village employment while on leave; or accepts employment in any capacity while on leave.

**Section 18.2. Military Leave.** Military leave without pay shall be granted in accordance with applicable law.

**Section 18.3. Maternity Leave.** Disability due to pregnancy as certified by an employee's doctor will be treated like any other sickness or disability. The employee reserves the right to notify the Village when the employee is pregnant when she and her doctor determine that job functions will cause harm to the employee and the unborn fetus. Additional unpaid leave of absence related to maternity where no disability exists may be granted when operational needs are not affected, pursuant to Section 18.1. Return to duty after an unpaid maternity leave is governed by Section 18.1. The employee shall also receive all other benefits of the Personnel Policy of the Village of Lake Zurich. It is the intent of the Village of Lake Zurich to follow applicable Family Medical Leave Act provisions in regards to maternity leave.

**Section 18.4. Funeral Leave.** In the event of death in the immediate family (defined as the employee's spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, grandchild, grandparents, brother and sister, brother-in-law, sister-in-law, or a relative who was living



in the employee's household), an employee shall be granted time off with pay up to a maximum of three calendar days ( One 24 hour shift day)\_may be needed prior to and including the day of the funeral. The employee may request additional time off if needed, with the approval of the Chief or his designee.

In the event of a death in the employee's extended family (defined as aunts, uncles, nephews, nieces, spouse's grandparents), the employee will be granted one duty day off with pay for purpose of attending the funeral or wake if he is scheduled to work on the day of the funeral or wake or for out of state transportation. The notification provision found in the Village Employee manual in reference to bereavement leave will be followed.

**Section 18.5. Family Medical Leave Act.**

The parties agree that the Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA").

The one exception is that the employer cannot run FMLA time concurrent with other benefit time.

**ARTICLE XIX - LABOR MANAGEMENT CONFERENCES**

**Section 19.1. Meeting Request.** The Union and the Village agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held if mutually agreed between Union Officers and responsible administrative representatives of the Village which may include the Chief, his designee, or other officials as the Village shall determine. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "Labor-Management Conference" and expressly providing the agenda for such meeting if requested by either party. Such meetings shall be limited to:

- (a) discussion on the implementation and general administration of this Agreement;
- (b) a sharing of general information of interest to the parties;
- (c) discussion concerning safety issues affecting employees.

**Section 19.2. Content.** It is expressly understood and agreed that such meeting shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "Labor-Management Conference" nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such meetings unless both parties agree in writing. The Village will

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allow the Union officers attending who are on duty to remain in pay status for up to one hour of time spent in a conference when such conference is held during his scheduled duty shift.

## ARTICLE XX - SHIFT TRADES

**Section 20.** Employees of equal classification will be permitted to request permission to trade duty hours under the following conditions. All duty trade requests are subject to final approval of the Chief or his designee based on this Article and on the needs of the department and scheduling. No less than seventy-two (72) hours notice must be given to the Chief or his designee; this requirement may be waived by the Chief or his designee in an emergency. All requests shall be in writing on a form approved by the Chief or his designee. Requests may be made to trade partial shifts. Shift trades must be completed within one year with a "pay back" date (unless "pay back" is not expected), and shall not result in overtime. Once a duty trade is made, the responsibility to work falls on the person that has agreed to work. In the event the person that agreed to work can not fulfill the trade and has 30 days before the trade is scheduled to occur, it is his/her responsibility to find someone to cover the day. If the duty trade cannot be fulfilled and the trade is scheduled to occur within 30 days, the person that agreed to the change will be charged with a sick day if unable to find a replacement. In the event of a workman compensation injury, any outstanding shift trades the employee has made will be covered by the Village.

## ARTICLE XXI - MAINTENANCE DUTIES

**Section 21.1. Maintenance.** The Village may in its discretion assign whatever maintenance duties it determines to bargaining unit employees provided only that the duties involve facilities, equipment or services that are related to the Village's Fire/Rescue Department. In the event of civic emergency, this restriction may be suspended by order of the Chief or his designee.

**Section 21.2. Scheduling of House Duties.** Regular house duties, drills and training will be normally performed between 0700 and 1700 hours, Monday through Friday. The Chief or his designee may schedule these duties during other times when necessary to complete their regular requirements and schedules including evening drills and training exercises as regularly scheduled. All other duties are not subject to these limitations. House duties shall be normally performed on Saturdays between 0700 and 1300; drills and training exercises may be scheduled at any time on Saturday, although every attempt should be made to schedule them before 13:00 hours. On Sundays and Village recognized holidays, only routine house duties will be scheduled, except that the Village may schedule training on Sundays if it gives employees thirty (30) days notice of its intent to schedule such training on a Sunday, for special training such as Multiple

department drills, mass casualty drills, MABAS drills and burn downs ;using this option only four times in a calendar year. This section shall apply only to the duties set forth and shall not otherwise limit the Chief's and the Village's scheduling and direction of work as set forth in Article IV.

Shopping for kitchen supplies will be permitted during routine work hours in a department vehicle subject to calls for service. Shopping shall be done within the Village of Lake Zurich and shall be generally done between the hours of 7:00 a.m. to 8:30 a.m. A Fire Prevention Bureau vehicle can be used if available at station #3 for shopping but if one is not available, the employee will use a personal vehicle. If a department staff vehicle is unavailable at station 4, personnel will take their own vehicle.

**ARTICLE XXII - JURY DUTY & COURT TIME**

**Section 22.1 Jury Duty:** An employee called for duty before a recognized court of law will be granted an excused absence with pay for the period of the absence. Employees may keep all compensation received from the courts for serving such jury duty to cover travel expenses. Employees will not be paid by the Village for travel expense or for days they are not scheduled to work. Proof of jury service may be required in order to receive regular compensation during a jury absence. The following details the provisions for compensation and time off while serving jury duty.

- If an employee works on a week day and is assigned to jury duty for that day, the employee does not have to return to duty if jury duty is scheduled for the following day (24 hour compensation).
- If an employee works on a Friday, is assigned to jury duty for that day, and is not scheduled to return to jury duty until Monday, the employee must return to duty after jury duty on Friday.
- Saturday duty days, are to be worked in full, (24) hours, since courts are in recess on Sundays. Days assigned to jury duty which are followed by a holiday requires the employee to

return to duty after that days jury service.

- If an employee works on a Sunday and is scheduled for jury duty on Monday, the employee will be excused from duty at 7:00 pm (24 hour compensation), provided that the next day is not a court holiday.

- If an employee is sequestered, the employee will be compensated for the days he is scheduled to work.

If an employee is released from jury duty, the employee must return to duty immediately (within 3 hours) after the courts release if it falls on an assigned duty day.

**Section 22.2: Court Time:** If an employee is presented with a subpoena to testify in any court of law for a department related matter, they should give notice of the assigned date to their shift commander as soon as possible. For attendance at a court, outside normal scheduled shift hours, employees shall be paid at a rate of 1 ½ their straight time hourly rate for all time required to travel to and from the court building and time spent while at the court. Time will be computed on a portal to portal basis. The appropriate over-time documentation needs to be completed.



## ARTICLE XXIII - CLOTHING

**Section 23.1. General.** Employees will be provided uniforms and turnout gear upon their hire by the Village as set forth below. Employees who desire replacement or repair of uniform items or turnout gear shall make such request to the Chief or his designee. The Village will reasonably respond to all request for replacement items. In addition, the Chief or designee and the Union President or designee will conduct twice yearly inspections of clothing and turnout gear to assist in complying with this provision. The cost to replace lost/damaged equipment or clothing that was taken out of the station during non-department sponsored events will be the responsibility of the employee.

**Section 23.2. Station Clothing.** All new employees shall be issued, upon hire, a complete set of station uniforms which presently consists of the following:

- |                                |                         |
|--------------------------------|-------------------------|
| 3 - Long Sleeve Shirts         | 3 - Short Sleeve Shirts |
| 3 - Blue T-shirts w/Dept. Logo | 3 - Pants               |
| 1 - Black Belt                 | 1 - Pair of Shoes       |
| 1 - Sweatshirt/Pants           | 1 - Winter/Spring Coat  |
| 1 - Baseball Cap               | 2 - Nameplates          |
| 1 - Shirt Badge                | 1 - Hat Badge           |

The Village may modify or alter the type, style, nature or number of station clothing items provided the Village provides such items at no cost to the

employee. All employees not assigned to a 24-hour shift shall receive an additional two (2) shirts of each type, and two (2) additional pants. A complete Dress Uniform shall be issued to the employee upon completion of the probationary period.

**Section 23.3. Turnout Gear.** All new employees shall be issued, upon hire, the following turnout gear items:

- |                               |                                 |
|-------------------------------|---------------------------------|
| 1 - Helmet                    | 1 - Coat                        |
| 1 - Bunker Pants w/Suspenders | 1 - Pair of Fire Fighting Boots |
| 1 - Nomex Hood                | 2 - Pair of Gloves              |
| 1 - GUT Belt                  | 1 - Flashlight                  |

Such turnout gear shall comply with the applicable NFPA standard

for that particular item at the time of its purchase.

**ARTICLE XXIV - GENERAL PROVISIONS**

**Section 24.1. Physical Examination.** If an employee seeks to return to duty from a layoff, a sickness, a disability, leave or absence, or for any other period of time not on duty, or if the Chief or designee determines that questions exist as to whether an employee is fit for duty or fit to return to duty, then the Village may require, at its expense, that the employee have a physical examination by a qualified and licensed physician selected by the Village to determine whether the employee is able to perform the essential functions of his job.

In addition, the Village may also establish a policy regarding regular physical exams to be conducted at the Village expense, and may require employees to undergo such physical exams by a qualified licensed physician. If the Village determines that conducting physical examinations at work would cause it to be below minimum staffing requirements as established by the Village, the Village may require that employees undergo physical examinations while off duty without pay at the employees' convenience within thirty (30) days of notice. The failure of the annual physical by any employee covered by this contract shall place the employee on sick leave, if no sick leave is available, other paid time off may be used

or the employee may be placed on leave without pay until the employee is able to successfully pass the physical exam.

All personnel are required to participate in the annual fitness / wellness evaluation. This evaluation will be used in confidentiality by the Health and Wellness Committee to establish a fitness routine for each person. This fitness routine is designed to better the person's annual fitness/wellness evaluation.

The Health and Wellness Committee on the department will submit input in regards to the vendor / physician used by the department for annual physicals.

#### **Section 24.2 Employee Testing and Substance Abuse**

**Section 24.2 (A) Policy.** It is the policy of the Village that the public has the reasonable right to expect its Fire/Rescue Department personnel to be free from the effects of drugs and alcohol. It is also the policy of the Village to provide a safe work environment and to protect the public by insuring that employees have the integrity, stamina, and the physical, mental and emotional ability to perform fire suppression and paramedic duties. The Village, as the employer, therefore has the right to expect its employees to report for work fit and able for duty, and to refrain from any conduct involving the abuse of substances and any other illegal conduct.

**Section 24.2(B) Prohibitions.** Employees shall be prohibited from:

- (a) consuming, possessing, buying or transferring alcohol (unless in accordance with duty requirements) at any time during the work day or anywhere on Village premises or job sites, including all Village buildings, properties, and vehicles while engaged in Village business;
- (b) Possession, using, consuming, transferring, selling, purchasing or delivering any illegal drugs at any time, or unexplained or excessive use or abuse of a legally prescribed drug;
- (c) Failing to report to their supervisor any known adverse side effects of medication or prescription drugs which they are taking;
- (d) Reporting for duty or working while under the influence of alcohol or an illegal drug; and
- (e) Abuse of prescribed control substances (i.e., use of prescribed drugs in a manner inconsistent with physician approval and resulting in adverse job performance).

**Section 24.2(C). Testing.** Where the Village has reasonable suspicion to believe that an employee is then under the influence of alcohol or illegal drugs or has otherwise violated the prohibitions of Section 24.2(B), or in the event an employee is involved in an accident that results in a citation or fatality, the employee shall submit to drug/alcohol testing as outlined in section 24.2(D) , the Village shall have the right to require the employee to submit to alcohol and/or drug testing as set forth in this Agreement. There shall be no random or unit wide testing of employees, except random testing of an individual employee as authorized below. The foregoing shall not limit the right of the Village to conduct such tests as it

may deem appropriate for promotions, for physical examinations to determine fitness for duty in the event an employee has not worked for more than 90 consecutive calendar days, or for persons seeking employment prior to their date of hire. For the purpose of this Agreement, "under the influence" shall mean blood alcohol level equal to or exceeding the level specified in Section 24.2(E)(f) and/or conduct reasonably demonstrating impairment; with regard to drugs and substances of abuse, this term shall mean the presence in the body urine of any legal drug or substance of abuse as defined above, and/or conduct reasonably demonstrating impairment.

**Section 24.2(D). Order to Submit to Testing.** At the time an employee is ordered to submit to testing authorized by this Agreement, the Village shall provide the employee with a written notice of the order setting forth the objective facts and inferences which formed the basis of the order to submit to testing. The employee shall be permitted a reasonable opportunity to consult with a representative of the Union at the time the order is given. However, the testing process shall not be delayed to provide the assistance of a Union representative who is not immediately available. Refusal to submit to such testing when ordered may subject the employee to discipline including discharge, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may have.

**Section 24.2(E). Tests to be Conducted.** In conducting the testing authorized by this Agreement, the Village shall:

- (a) Use only trained collection site personnel from an accredited National Institute of Drug Abuse (NIDA) testing laboratory and/or medical facility to collect and analyze specimens of blood and/or urine.
- (b) Verify that the laboratory or facility selected conforms to all

NIDA standards;

- (c) Verify that the laboratory follows a chain of custody procedure for both sample collection and testing that will insure the integrity of the identity of each sample and test result. No employee covered by this Agreement shall be permitted at any time to become a part of such chain of custody;
- (d) Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
- (e) Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;
- (f) Require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
- (g) Collect a sufficient sample to allow a sufficient amount to be set aside for later screening by the employee, at the employee's expense, if requested by the employee. An employee who desires to test the sample for his own purpose must notify the Director no later than seven (7) days after the test results are provided to him, and must make all arrangements to conduct such tests;
- (h) Sample collection may be witnessed if witnessing is part of the regular procedure used by the clinic or medical facility collecting the sample or in a case where the clinic or medical facility reasonably believes such witnessing is necessary in an individual case to preserve the integrity of the procedure;

- (i) The Village will insure no employee will be subject to any adverse employment action prior to the confirmatory tests results except that the employee may be suspended with pay or reassigned with pay to a temporary assignment and such reassignment or suspension will immediately cease in the event of a negative test result;
- (j) An employee who intentionally interferes in any way with the testing procedure may be disciplined, up to and including termination;

**Section 24.2(F). Discipline.**

- (a) In the event an employee violates the prohibition against the possession, use, consumption, transfer, sale, purchase, or delivery of any illegal drug (Sec. 24.2(B)(b), or is found to be consuming, buying, selling or transferring alcohol while on duty (Sec. 4.2 (B) (a), he/she shall be terminated.
- (b) In situations other than those set forth in (a) above, no adverse employment action shall be taken by the Village for the first instance that an employee tests positive on both the initial and confirmatory tests for drugs or is found to be under the influence of alcohol, or when an employee voluntarily seeks assistance with respect to a drug or alcohol problem. The foregoing is conditioned upon:
  - (i) the employee agreeing to appropriate treatment as determined by the physician (s) or professional counselors involved;



- (ii) the employee discontinues his use, possession, or sale of illegal drugs or abuse of alcohol;
- (iii) the employee completes the course of treatment prescribed, including an after-care group for a period of up to twelve months;
- (iv) the employee agrees to submit to random testing when ordered up to a maximum of four(4) times during the one year period following the first confirmed positive test. Such random tests shall be held on Monday through Friday between 7:00 a.m. and 8:30 p.m., or Saturday from 7:00 a.m. to 1:30 p.m. Knowledge of such tests shall be limited to persons with a need to know for the purpose of conducting the tests and administering the agreement.

Employees who do not agree to or who do not act in accordance with the foregoing, or who test positive a second or subsequent time for the presence of illegal drugs or alcohol shall be terminated.

The foregoing shall not be construed as an obligation on the part of the Village to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his regular duties or whose continuance on active status would constitute a direct threat to the property or safety of others. The foregoing shall not limit the Village's right to discipline employees for misconduct provided such discipline shall not be increased or imposed due to alcohol or drug abuse.

**Section 24.2(G). Grievance Procedure.** In the event of disciplinary

action subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, neither the employee nor the Union shall be allowed to submit any matters arising under this Article or Agreement to the grievance and arbitration procedure, as such matters shall be brought before the Board. In all other situations not involving disciplinary action subject to the Board's exclusive jurisdiction, the grievance and arbitration provisions of this Agreement will apply.

**Section 24.2(H). Voluntary Request for Assistance.** The Village shall take no adverse employment action against any employee solely because of his request for assistance. An employee who voluntarily requests such assistance may not avoid the application of any action under this Agreement which was begun or was immediately forthcoming by requesting such assistance. Moreover, an employee, once he voluntarily requests assistance, is subject to the terms of this Agreement including but not limited to all provisions concerning treatment programs and prohibitions against the use and possession of drugs and alcohol. An employee who voluntarily seeks assistance may be temporarily reassigned, suspended with pay, placed on sick leave, disability or other medical leave as may be necessary. Requests for voluntary assistance will be handled in confidence to the extent possible with the information provided to those with a need to

know.

**Section 24.3. Injury in the Line of Duty** In the event an employee incurs an injury in the line of duty covered by 5ILCS 345/1 (1992), the Village and the employee shall abide by the provisions of that statute. For the purpose of defining full pay and benefits under that statute, an employee shall receive all benefits under the terms of this Agreement except Paulus Days (Section 5.3) and earned time off (Article VIII) for the time he is receiving benefits under that statute. Moreover, an employee who does not abide by the restrictions of that statute concerning employment may be disciplined, up to and including termination, in addition to any other remedies available to the Village.

**Section 24.3A Light Duty:** Light Duty refers to a department provision that may allow injured full-time employees an opportunity to come back to work in a restricted yet productive function. Light Duty pertains only to injuries where the employee is expected to return to full duty within a short time frame (60-day maximum). The Light Duty provision is not designed to be a long term or permanent assignment. Furthermore, a Light Duty assignment for off the job injuries may be offered to give an employee an opportunity to retain their regular salary without disruption. The Light Duty provision is categorized into two categories.

- 1) On The Job Injury (Workers Compensation)
- 2) Off The Job Injury (Non-Workers Compensation)

### **ON THE JOB INJURY (WORKERS COMPENSATION)**

When an employee is injured on duty while performing his/her duties and responsibilities as outlined in their respective job description, that employee can be directed to return back to work as soon as they are cleared for Light Duty assignments by their physician. The physician release to Light Duty shall include all limitations placed on the employee along with a date for the next scheduled appointment. The release to Light Duty work form shall also be signed by the attending physician. The department may schedule productive Light Duty assignments that fit the restrictions of the employee based on the physician return to work statement. Light Duty assignments may be scheduled in any of the Village departments where the restrictions can be met if no light duty is available in the Fire Department. Failure to report to Light Duty once released by the physician with workable restrictions and subsequently directed by the department may result in disciplinary action.

### **OFF DUTY INJURY (NON WORKERS COMPENSATION)**

Employees injured off duty may be offered Light Duty assignments in order to keep them active and on the payroll. The Chief or designee may grant

light Duty if there is productive work/projects that need to be completed and if the fiscal impact is not detrimental to the operational budget. A written request for Light Duty from the employee is necessary for consideration.

### **HOURS/DAYS OF LIGHT DUTY WORK**

Employees offered Light Duty status after an off the job injury will typically work a forty hour workweek, Monday through Friday from 8:00 AM to 5:00 PM with a 1 hour unpaid lunch break. Adjustments in the daily work hours can be made by the department to accommodate time for related medical appointments, prescribed therapy and personal schedules on a case by case basis. Therapy and medical appointments should be scheduled at the end of the day in order to provide the department a consistent time frame to schedule productive assignments without interruption.

Employees offered Light Duty status after an on the job injury will work light duty on their regularly scheduled and assigned duty days only from 7:00 AM to 6:00 PM with a one hour unpaid lunch and two fifteen minute breaks. Regularly scheduled and assigned duty days include weekends and holidays. Employees will not earn or be eligible for Paulus days during light duty status. Personnel may utilize earned time off in lieu of light duty if desired. Employees may request to duty trade a weekend or holiday shift for a weekday if so desired. The weekday should be in close proximity to the day traded.

### **DRESS CODE FOR LIGHT DUTY**

Employees working light duty will report in their complete daily

uniform unless it is not practical or detrimental to the injury.

**Section 24.4. Smoking/Tobacco Product Use:**

In keeping with the Village's intent to provide a safe and healthy work environment and in conformance with the Smoke-Free Illinois Act, smoking by employees on Village property is limited to designated smoking areas during the employee's lunch or break periods, this includes the hours after 5pm for the fire department. Village property includes Village vehicles and equipment.

**Section 24.5 Residency.** Employees must live within Forty (40) miles of the district boundary as measured by air miles. As employees choose to live further from their workplace, it is important that the employee ensures that they report for duty on time and no excuse is offered because of travel distance.

**Section 24.6. License Renewal Expense:** The Village shall cover the expense for paramedic license renewal if enacted by the State of Illinois. The Village will also cover renewal costs for department sanctioned Peer Fitness Trainers.

## ARTICLE XXV – PROMOTIONS ACT

**Section 25.1 General.** Promotions to the ranks of Lieutenant and Captain shall be conducted in accordance with the provisions of the Fire Department Promotional Act, effective August 4, 2003, Public Act 93-0411 (herein after the “act”). Except as modified by the terms of this Article, the procedures for promotions shall be made in accordance with the provisions of the Act.

**Section 25.2 Eligibility.** Eligibility for promotions will be based on the Board of Fire and Police Commissioners Rules and Regulations setting forth prerequisites for testing. To be eligible for promotion to Lieutenant, Firefighter/Paramedics must complete five (5) years in rank with the Lake Zurich Fire rescue department and have completed the course requirements of Provisional Fire Officer 1 as defined by the Office of the State Fire Marshall and certified as a Fire Apparatus Engineer. To be eligible for promotion to Captain, Lieutenant’s must complete two (2) years in rank in the Village of Lake Zurich and have completed the course requirements of Provisional Fire Officer 2 as defined by the Office of the State Fire Marshall.

**Section 25.3 Components and Scoring.** The components of the test will be scored and posted in order below with each component score posted

prior to the next component. All raw scores shall be multiplied by the weighting factor listed. Should any subjective area not be done, the weighting for the removed area(s) will be assigned to the written exam weight.

Order of Posting	Component	Weighting Factor	
1	Seniority (4 points per year (1 point per quarter)) up to 25 years of full-time service; 0 to 100 possible.	.1	(10%)
2	Ascertained Merit (for a list of criteria see Section 25.6; 0 to 100 points possible)	.05	(5%)
3	Subjective Evaluation Score (see below for included sections; 0 to 100 points possible)	.45	(45%)
4	Written (0 to 100 points possible)	.40	(40%)

**Breakdown of portions of the subjective evaluation total and their weight**

Assessment center (0 to 100 points possible)	.20
Assessment center (0 to 100 points possible)	.20
Assessment center (0 to 100 points possible)	.20
Commissioners structured oral interview and file review (0 to 100 points possible)	.15
Administrative points/Performance evaluations (0 to 100 points possible)	.25

*Note: If an assessment center process is added, the subjective weighting will be adjusted to .166 (repeating decimal) for each section.*

The assessment center process may include, but not be limited to: oral interview, tactical evaluation, writing exercise, group problem solving and leaderless group exercise. The items included in the assessment center process shall be identified at least ninety (90) days prior to the exam at the time the exam notice is posted.

All candidates shall be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test.



**Section 25.4 Written Exam Review.** Candidate may review the written test results with the testing agency that provided the written exam. The Village will schedule the review following the posting of the initial eligibility list and prior to the final eligibility list between the time the initial posting of the list and the final posting of the list. This coincides with the time frame where candidates may submit military preference points.

**Section 25.5 Promulgation of New or Revised Rules:**

The Village agrees to notify the Union in advance of promulgating or implementing any new or revised Village ordinances, rules and regulations, or Board of Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notice shall be afforded sufficiently in advance of the purposed effective date of the proposed change to allow the Union a fair opportunity to review and offer effective input as to the proposed change.

**Section 25.6 Ascertained Merit Criteria**

**100 points possible for 5% portion of total score**

Ascertained Merit points shall be awarded in the two categories listed below. Each category is valued as follows: Category 1 equals up to 30% (Thirty) percent; Category 2 equals up to 70% (Seventy) percent. Category

1: Special Team Participation = Current team members having completed all training requirements shall receive (6) six points per team association. Former team members having completed the required training associated with their tenure shall receive (3) three points for each prior team affiliation. Total possible points = (30) Thirty which will weigh as 30 percent of the whole.

TRS Team Criteria  
HAZMAT Team Criteria  
Dive Team Criteria  
Investigation Team Criteria  
County Mechanics Team  
Wildland Team

The above noted teams are the only teams for which points may be earned. Any "teams" added under different authorities or structures would need to be specifically negotiated into the labor contract.

Category 2: Highest Applicable Formal Education. Applicants will receive merit for the highest degree obtained at an accredited institution (up to 70 points maximum) which will weigh as 70 percent of the whole.

Points are awarded for only one degree occurring at the highest level listed.

As an example, a person has two Associate Degrees; they receive points for 1 of those degrees.

Associates Degree:	11 points	Bachelor Degree:	23 points
Master's Degree:	46 points	Doctorate Degree:	70 points

ARTICLE XXVI - SAVINGS CLAUSE

In the event any Article, section or portion of this Agreement should be held invalid and unenforceable by a Board, Agency or Court of competent jurisdiction, such decision shall apply only to the specific Article, section or portion thereof specified in the Board, Agency or Court decision; and upon the issuance of such a decision, the Village and the union agree to immediately begin negotiations on a substitute for the invalidated Article, section or portion thereof.

ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement constitutes the complete and entire agreement between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral which conflict with the express terms of this Agreement.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement.

ARTICLE XXVIII - TERMINATION

Upon execution by both parties, this Agreement shall be considered effective as of May 1, 2014. The Agreement shall remain in full force and effect until 11:59 p.m. on the 30th day of April, 2017. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless another time is mutually agreed to.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party no less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

VILLAGE OF LAKE ZURICH

PROFESSIONAL FIREFIGHTERS  
OF LAKE ZURICH

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## Appendix A

### Wage Scale

Firefighter/Paramedic		2.00%		2.00%		2.00%	
Step	4/30/2014		5/1/2014		5/1/2015		5/1/2016
1	\$ 57,183.41	\$	58,327.08		\$ 59,493.62	\$	60,683.49
2	\$ 66,076.35	\$	67,397.88		\$ 68,745.83	\$	70,120.75
3	\$ 70,452.63	\$	71,861.68		\$ 73,298.92	\$	74,764.89
4	\$ 75,412.41	\$	76,920.66		\$ 78,459.07	\$	80,028.25
5	\$ 80,080.45	\$	81,682.06		\$ 83,315.70	\$	84,982.01
6	\$ 86,207.24	\$	87,931.38		\$ 89,690.01	\$	91,483.81
Lieutenant/Paramedic							
1	\$ 91,167.03	\$	92,990.37		\$ 94,850.18	\$	96,747.18
2	\$ 95,251.56	\$	97,156.59		\$ 99,099.72	\$	101,081.72
3	\$ 101,670.10	\$	103,703.50		\$ 105,777.57	\$	107,893.12

1)

Retro Activity was included back to May 1, 2014.

**Wages Part 2**

**Non-Emergent Functional Pay**

Compensation shall be set at an employee's straight time hourly rate as a minimum for the following functions/committee work: Apparatus, ISO, SCBA repair/testing , Radio, Tactical SOGs, Training, Safety, Peer Fitness Trainer, Honor Guard, EMD and PBPI work, CPR , Special team administrative meetings, Public Education work, and any future committee work so established.

Overtime rates would be paid for any special duty for which overtime rates are billed by the Village.

## Appendix B

### Special Team Stipend:

Personnel may participate on more than one team. Payment is made for only one team. Based on an annual payment. Team requirements/training must be maintained. Paid to certified members only.

Team member	Team	Team Leader
\$750.00	Technical Rescue	\$1000.00
\$750.00	Hazardous Materials	\$1000.00
\$750.00	Dive Rescue	\$1000.00
\$750.00	Investigations	\$1000.00
\$750.00	Mechanics	No team leader
\$750.00	Wildland	No team leader

### Meet Standards Pay:

Effective 5/01/02, if a firefighter meets standards and has;

15 years of service but less than 20 years	\$750.00 annual payment
20 years of service but less than 25 years	\$1,000.00 annual payment or
25 years of service or more,	\$1,500.00 annual payment.

This payment is to be paid in the month of the employees anniversary of employment



Community Services Dept.  
• Building & Zoning  
• Public Works  
505 Telser Road  
Lake Zurich, IL 60047



AGENDA ITEM

6D

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

## MEMORANDUM

**Date:** April 28, 2014

**To:** Jason T. Slowinski, Village Manager

**From:** Steve Schmitt, Utilities Superintendent

**Copy:** Michael J. Earl, Director of Community Services  
Michael J. Brown, Public Works Manager

**Subject:** **Purchase of Bulk Water Conditioning Salt**

---

**Issue:** The Village's annual contract for bulk water conditioning salt at the five Ion Exchange Water Treatment Plants expires on April 30, 2014. Water conditioning salt is purchased in bulk and is used during the regeneration process of the Ion Exchange filter resin.

**Analysis:** As in years past, staff solicited the three suppliers in the area that have the ability to supply bulk water conditioning salt. Staff also considered the State of Illinois Department of Central Management Services joint purchasing contract. Listed below are bid unit prices per ton effective May 1, 2014 to April 30, 2015.

1. **Morton Salt**  
\$82.75 per ton, controlled dump or pneumatic delivered
2. **Cargill Salt**  
\$82.99 per ton, controlled dump or pneumatic delivered
3. **North American Salt**  
\$86.73 per ton, controlled dump delivered  
\$88.51 per ton, pneumatic delivered
4. **State of Illinois Department of Central Management Services**  
(Current contract ends October 31, 2014)  
\$106.95 per ton, controlled dump or pneumatic delivered

The salt needed for the Village's five Ion Exchange Water Treatment Plants is estimated at between 1000 and 1200 tons. Currently, the pneumatic delivery required at one of the locations accounts for 20% of the total purchase. The FY 2015 budget includes \$101,000 for this commodity purchase.

**Recommendation:** Staff recommends the Village Board waive the formal bid process and accept the unit price quote from Morton Salt of \$82.75 per ton, controlled dump or pneumatic delivered, for the period effective May 1, 2014 to April 30, 2015 in a total amount not to exceed the authorized budgeted of \$101,000.

w/Attachments:

Morton Salt quotation dated April 23, 2014 (1 page)

Cargill Salt quotation dated April 22, 2014 (1 page)

North American Salt quotation dated April 21, 2014 (1 page)

State of Illinois Department of Central Management contract # 4017579 (8 pages)

# MORTON SALT

A K+S Group Company

Mr. Steve Schmitt  
Village of Lake Zurich  
70 E Main Street  
Lake Zurich, IL 60047

April 23, 2014

Dear Steve:

I am pleased to offer pricing for the following Morton Salt product(s) for the Village of Lake Zurich, IL:

**Bulk White Crystal Coarse Southern Rock Salt.....\$82.75/ton Pneumatic Delivered**  
**Bulk White Crystal Coarse Southern Rock Salt.....\$82.75/ton Dump Truck Delivered with Control Gate**

Above prices are based on pick-up and delivery of full truckload quantities. An additional charge may apply for smaller quantities. Consult your Sales or Customer Service Representative for details.

Upon acceptance, as detailed below, prices will be in effect from 05/01/2014 to 04/30/2015. FOB salt prices are firm for the specified dates. Changes in the line haul freight rates will be for the customer's account with a thirty- (30) day notification. Any temporary fuel/energy surcharges are for the customer's account immediately upon imposition.

Orders may be placed by calling Angie Tsaggaris, your Customer Service Representative, at 630/881-2714. In the absence of mutually agreed upon specifications, the information presented on Morton Salt's current product data sheet will be representative of the product supplied.

Terms of sale are net thirty (30) days, subject to credit approval. Other terms and conditions governing the purchase of salt products are as stated on Morton Salt's invoice.

Above prices will be automatically withdrawn thirty (30) days from the date of this letter, unless acceptance is received as detailed below.

Any one of the three criteria below constitutes your acceptance of this offer and the conditions herein.

1. Placing an order for pick-up or delivery within the specified dates
2. Providing Morton Salt with a Blanket Purchase Order or Contract
3. Signing and returning this letter of quotation to the address or fax # provided below

Sincerely,

Peggy Magnus  
Account Executive

Accepted by: \_\_\_\_\_  
(Print Name)

Signature: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_





Tuesday, April 22, 2014

Steve Schmitt  
Utilities Superintendant  
Village of Lake Zurich  
505 Telser Road  
Lake Zurich, IL  
60047

Dear Mr. Schmitt,

Cargill Salt is pleased to submit the following bid for your bulk water conditioning salt requirements. Pricing will remain firm for the period of one year from the acceptance of this quote.

<u>Product</u>	<u>Delivered Price</u>
Bulk Industrial Southern Rock	\$82.99 / ton

The above delivered Bulk Southern Rock salt price reflects dump or pneumatic truck delivery (24 tons per truckload minimum) from our Chicago, IL facility. Orders require a lead time of 5 working days. Please call 800/377-1017 to place orders.

Pricing void if not accepted within 30 days of the bid opening. Payment Terms are Net 30 Days.

Thank you for considering our proposal.

Sincerely,

Thomas Brunner  
Commercial Sales Leader  
810/989-7208

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CONFIDENTIAL  
THIS DOCUMENT CONTAINS LEVEL 2 TRADE SECRET  
INFORMATION. DISCLOSURE, USE, OR REPRODUCTION  
OUTSIDE CARGILL, AND INSIDE CARGILL TO OR BY THOSE  
EMPLOYEES WHO DO NOT HAVE A NEED TO KNOW, IS  
PROHIBITED EXCEPT AS AUTHORIZED BY CARGILL IN  
WRITING.

LEVEL 2 CONFIDENTIAL

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**North American Salt Company**  
9900 West 109th Street, Suite 600  
Overland Park, Kansas 66210  
www.compassminerals.com  
T (913) 344-9200

April 21, 2014

Steve Schmitt  
Utilities Superintendent  
Village of Lake Zurich  
505 Telser Road  
Lake Zurich, IL 60510

Dear Mr. Schmitt:

I appreciate the opportunity to quote on your water softening rock salt needs for the upcoming year.

Your new price for bulk coarse LA rock salt, delivered to one location per truck to the Village of Lake Zurich, IL will be:

- Controlled flow dump truck \$86.73 per ton, including freight and fuel surcharge
- Pneumatic truck with blower/pump \$88.51 per ton, including freight and fuel surcharge

This quote is effective May 1, 2014 through April 30, 2015.

If any new laws or regulations take effect after the date of this quote or agreement that require additional procedures in the post-manufacturing handling of any products sold under this agreement, the price of products under this agreement will be increased to cover the cost of these additional procedures.

Price is based on 25 ton minimum delivery. Please allow 4-5 working days for delivery after receipt of order.

Terms are net 30 days from the date of shipment with approved credit.

This offer is valid for 60 days. If you accept our bid price, please sign, date, and return a copy of this letter to my attention.

If you have any questions, please contact me at 913-344-9316. Thank you for the opportunity to quote on your business and we look forward to your favorable reply.

Sincerely,

Customer Signature

Rick P. Houston  
Industrial Sales Manager

\_\_\_\_\_  
Dated: \_\_\_\_\_

C: Joe Uriell

NOTICE OF AWARD  
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STATE OF ILLINOIS  
DEPARTMENT OF  
CENTRAL MANAGEMENT SERVICES

T NUMBER: T5960  
PAGE NO.: 00001

DISTRIBUTE TO: 416PSD : BUREAU OF STRATEGIC SOURCING

NOTICE OF AWARD

CONTRACT TITLE: PSD SALT, WATER SOFTENER - ZONE 1-2-3.

CONTRACT NO: VARIOUS

OPTIONS AVAILABLE: 01      JOINT PURCHASING: YES

VENDOR NAME AND ADDRESS      VENDOR NUMBER:  
\* \* SEE ATTACHED \* \*

CONTACT THE FOLLOWING IN THE EVENT OF QUESTIONS PERTAINING TO THIS CONTRACT:

BUYER NAME AND PHONE  
WAYNE ILSLEY  
(217) 782-8091

SOLICITATION: 227246      BID OPEN DATE: 09/03/13

CONTRACT NO: 4017579      4017580      4017581  
Q14301 : SCOPE:

TO ESTABLISH AN OPEN-END CONTRACT FOR SALT FOR WATER SOFTENER FOR AGENCIES OF THE STATE OF ILLINOIS WHO'S REQUIREMENTS ARE PROCURED THROUGH THE DEPARTMENT OF CENTRAL MANAGEMENT SERVICES, BUREAU OF STRATEGIC SOURCING, AND LOCAL GOVERNMENTAL UNITS AUTHORIZED TO PARTICIPATE IN JOINT PURCHASING.

CONTRACT NO: 4017579      4017580      4017581  
Q14303 : ORDERING REQUIREMENTS:

MINIMUM ORDER:  
NO ORDERS SHOULD BE PLACED FOR LESS THAN THE MINIMUMS STATED FOR EACH ITEM, AND ORDERS SHALL BE IN PALLET OR TRUCKLOAD QUANTITY MULTIPLES.

\*\* ZONE SHALL BE DEFINED TO INCLUDE THE FOLLOWING ILLINOIS COUNTIES \*\*

ZONE-1: IDOT HIGHWAY DISTRICTS 1, 2, 3, 4

IDOT DISTRICT-1: COOK, DUPAGE, KANE, LAKE, MCHENRY, WILL  
IDOT DISTRICT-2: JO DAVIES, STEPHENSON, WINNEBAGO, BOONE, CARROLL,  
OGLE, WHITESIDE, LEE, ROCK ISLAND, HENRY  
IDOT DISTRICT-3: DEKALB, BUREAU, LA SALLE, KENDALL, GRUNDY,  
LIVINGSTON, KANKAKEE, IRIQUOIS, FORD  
IDOT DISTRICT-4: MERCER, HENDERSON, WARREN, KNOX, MCDONOUGH, FULTON,  
PUTNAM, STARK, MARSHALL, PEORIA, WOODFORD, TAXWELL

ZONE-2: IDOT HIGHWAY DISTRICTS 5, 6

IDOT DISTRICT-5: MCLEAN, DEWITT, PIATT, CHAMPAIGN, VERMILLION,  
DOUGLAS, EDGAR  
IDOT DISTRICT-6: HANCOCK, ADAMS, SCHUYLER, MASON, LOGAN, BROWN, CASS,  
MENARD, PIKE, SCOTT, MORGAN, SANGAMON, MACOUPIN,  
CHRISTIAN, MONTGOMERY

ZONE-3: IDOT HIGHWAY DISTRICTS 7, 8, 9

IDOT DISTRICT-7: MACON, SHELBY, MOULTRIE, COLES, FAYETTE, EFFINGHAM,  
CUMBERLAND, CLARK, JASPER, CRAWFORD, CLAY, RICHLAND,  
LAWRENCE, WAYNE, EDWARDS, WABASH  
IDOT DISTRICT-8: BOND, CALHOUN, CLINTON, GREENE, JERSEY, MADISON,  
MARION, MONROE, RANDOLPH, ST. CLAIR, WASHINGTON  
IDOT DISTRICT-9: ALEXANDER, FRANKLIN, GALLATIN, HAMILTON, HARDIN,  
JACKSON, JEFFERSON, JOHNSON, MASSAC, PERRY, POPE,  
PULASKI, SALINE, UNION, WHITE, WILLIAMSON

\*\*\*\*\*  
CONTRACT NO: 4017579      4017580      4017581

-----  
Q14304 : ECONOMIC ADJUSTMENT CLAUSE:

AWARDED PRICES MUST REMAIN FIRM THE FIRST 6 MONTHS OF THE CONTRACT AND EACH 6 MONTH PERIOD THEREAFTER, PRICE ADJUSTMENTS SHALL BE BASED UPON AN INDUSTRY INDEX DIFFERENTIAL CHANGE OF 5% OR GREATER AS FOLLOWS:

ALL ADJUSTMENT REQUESTS SHALL BE MADE IN WRITING. VENDOR SHALL NOT BE ENTITLED TO APPLY AN UPWARD PRICE ADJUSTMENT WITHOUT FIRST OBTAINING APPROVAL OF SUCH REQUEST FROM THE BUREAU OF STRATEGIC SOURCING (BOSS).

IN THE EVENT A DOWNWARD ADJUSTMENT IS WARRANTED, THE STATE RESERVES THE RIGHT TO ADJUST ONCE DURING ANY GIVEN SIX ( 6 ) MONTH PERIOD FOR SAID DECREASE. IT WILL BE THE RESPONSIBILITY OF THE VENDOR TO NOTIFY B.O.S.S. OF ANY SUCH DECREASE.

MAXIMUM ALLOWABLE ADJUSTMENTS SHALL BE GOVERNED BY THE U.S. BUREAU OF LABOR STATISTICS PRODUCER PRICE INDEX (PPI) ITEM NUMBER:

\*  
WPU-06130271-ROCK SALT / WPU-06790904-SALT, EVAPORATED AND SOLAR  
\*

U.S. BUREAU OF LABOR STATISTICS WEB SITE AT [HTTP://WWW.BLS.GOV/PPI/](http://www.bls.gov/ppi/)

THE BASE PPI PUBLISHED INDEX WILL BE DETERMINED BY THE MONTH OF THE BID OPENING DATE. IF THE BID OPENING DATE OCCURS IN MAY, THEN THE BASE PPI WILL BE MAY'S PUBLISHED INDEX.

THE PUBLISHED PPI INDEX AT THE TIME OF REQUESTED ADJUSTMENT WILL BE DETERMINED BY THE MONTH AND DAY THE ADJUSTMENT WAS SUBMITTED TO BOSS REGARDLESS OF WHETHER IT IS A PRELIMINARY OR FINAL INDEX PUBLICATION. NO FURTHER ADJUSTMENTS WILL BE MADE ONCE THE MAXIMUM ALLOWABLE PRICE ADJUSTMENT HAS BEEN CALCULATED FOR THE GIVEN 12 MONTHS.

THE MAXIMUM ALLOWABLE ADJUSTMENT SHALL BE CALCULATED AS FOLLOWS:

THE MAXIMUM ALLOWABLE PRICE =  $A / B * C$

A = BID PRICE

B = BASE PPI INDEX (DEFINED BY TIME OF BID OPENING)

C = PUBLISHED PPI INDEX AT TIME OF REQUESTED ADJUSTMENT

SHOULD THE REFERENCED PRODUCER PRICE INDEX (PPI) BECOME DISCONTINUED DURING THE CONTRACT, IT WILL BE REPLACED BY AN APPROPRIATE ALTERNATIVE PPI CHOSEN BY CMS AND ALL ADJUSTMENTS WILL BE CALCULATED BASED ON THE SAME METHODOLOGY AS OUTLINED ABOVE, BUT WITH DATA FROM THE REPLACEMENT INDEX.

REQUESTED ADJUSTMENTS SHALL INCLUDE THE CONTRACT NUMBER, COMMODITY NUMBER, LINE NUMBER, BID PRICE AND REQUESTED PRICE ADJUSTMENT.

IN ALL CASES THE CONTRACTOR MUST FILE A CLAIM FOR SUCH ADJUSTMENT PRIOR TO THE DELIVERY OF THE GOODS. IN ANY EVENT, THE CLAIM FOR SUCH ADJUSTMENT WILL NOT APPLY TO RELEASE ORDERS EXECUTED PRIOR TO THE DATE THE BUREAU OF STRATEGIC SOURCING RECEIVED THE ECONOMIC ADJUSTMENT REQUEST.

IF THE CONTRACTOR HAS UNRESOLVED COMPLAINTS FILED AGAINST HIM FOR NON-DELIVERY OR POOR QUALITY, HIS REQUEST MAY BE DENIED UNTIL SUCH TIME AS ALL PAST COMPLAINTS ARE RESOLVED.



CONTRACT VENDORS

T NUMBER: T5960  
PAGE NO.: 00003

VENDOR NAME AND ADDRESS

DART SEASONAL PRODUCTS INC.  
2 BASILE COURT  
WOODMERE, NY 11598-2802

CONTRACT NO: 4017580  
PYMT TERMS: NONE  
DELIVERY: 5 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 10/31/14

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 11/01/13

CONTACT NAME: BARY WACHSLER  
CONTACT PHONE: (800) 207-1234  
CONTACT E-MAIL: BARRY@DARTSP.COM

CONTACT FAX: (516) 569-3270

GUNTHER SALT COMPANY  
101 BUCHANAN ST  
ST LOUIS, MO 63147-3537

CONTRACT NO: 4017581  
PYMT TERMS: NONE  
DELIVERY: 3 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 10/31/14

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 11/01/13

CONTACT NAME: JOHN M. GUNTHER  
CONTACT PHONE: (800) 873-7258  
CONTACT E-MAIL: JOHN.GUNTHER@GUNTHERSALT.COM

CONTACT FAX: (314) 241-1725

RBS INC  
DBA GRAHAM FEED SUPPLY  
200 VOORHEES STREET  
TERRE HAUTE, IN 47802-0001

CONTRACT NO: 4017579  
PYMT TERMS: NONE  
DELIVERY: 5 DAYS ARO  
VENDOR NO:  
BUSINESS CLASS CODE: NNLEN  
LEGAL STATUS: CORPORATION  
CONTRACT END DATE: 10/31/14

PRIME VENDOR: N  
CONTRACT BEGIN DATE: 11/01/13

CONTACT NAME: RICHARD SMITH  
CONTACT PHONE: (800) 276-2528  
CONTACT E-MAIL: DSMITH@GRAHAMFEED.COM

CONTACT FAX: (812) 235-1157

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5960  
PAGE NO.: 00004

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00001	<p>COMMODITY CODE: 2900-143-1110 ROCK SALT, BULK, TRUCKLOAD QTY. ZONE-1, FOR WATER SOFTENER APPLICATION USAGE.</p> <p>A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A &amp; B AS STATED.</p> <p>25 TONS PER TRUCK VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN SALT MODEL: 7518</p>	1000.000	TON	N/A	\$ 106.95000
00007	<p>COMMODITY CODE: 2900-143-1225 ROCK SALT, 50 LB. MULTI-WALLED BAGS, FOR WATER SOFTENER APPLICATION USAGE, PALLET MINIMUM, ZONE-2.</p> <p>A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A &amp; B AS STATED.</p> <p>49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 37250</p>	50.000	BAG	N/A	\$ 5.39000
00008	<p>COMMODITY CODE: 2900-143-1245 SALT, EVAPORATED (GRANULATED), 50 LB. MULTI-WALLED BAG, FOR WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-2.</p> <p>A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, EVAPORATED (GRANULATED) SALT.</p> <p>49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 20601</p>	50.000	BAG	N/A	\$ 6.75000
00009	<p>COMMODITY CODE: 2900-143-1255 SALT, EVAPORATED COMPRESSED GRANULES PACKED IN MULTI-WALLED 50 LB. BAGS, FOR WATER SOFTENER APPLICATION USAGE, IN TABLET, OR PILLOW, OR NUGGET FORM, PALLET MINIMUM, ZONE-2.</p> <p>A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, WITH GRADATION EXCEPTION AS STATED.</p> <p>49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 32050</p>	2000.000	BAG	N/A	\$ 6.42000
00010	<p>COMMODITY CODE: 2900-143-1275 SALT, SOLAR-EVAPORATED, 50 LB. MULTI- WALL BAG, WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-2.</p> <p>A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, SOLAR-EVAPORATED SALT.</p>	3000.000	BAG	N/A	\$ 5.39000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5960  
PAGE NO.: 00005

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00010	CONTINUED..... 49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 34050				
00012	COMMODITY CODE: 2900-143-1425 ROCK SALT, 50 LB. MULTI-WALLED BAGS, FOR WATER SOFTENER APPLICATION USAGE, PALLET MINIMUM, ZONE-3.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A & B AS STATED.  49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 37250	500.000	BAG	N/A	\$ 5.35000
00013	COMMODITY CODE: 2900-143-1445 SALT, EVAPORATED (GRANULATED), 50 LB. MULTI-WALLED BAG, FOR WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-3.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, EVAPORATED (GRANULATED) SALT.  49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 20601	50.000	BAG	N/A	\$ 6.75000
00014	COMMODITY CODE: 2900-143-1455 SALT, EVAPORATED COMPRESSED GRANULES PACKED IN MULTI-WALLED 50 LB. BAGS, FOR WATER SOFTENER APPLICATION USAGE, IN TABLET, OR PILLOW, OR NUGGET FORM, PALLET MINIMUM, ZONE-3.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, WITH GRADATION EXCEPTION AS STATED.  49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 32050	250.000	BAG	N/A	\$ 6.42000
00015	COMMODITY CODE: 2900-143-1475 SALT, SOLAR-EVAPORATED, 50 LB. MULTI- WALL BAG, WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-3.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, SOLAR-EVAPORATED SALT.  49 BAGS PER PALLET VENDOR: RBS INC : DBA GRAHAM FEED SUPPLY CONTRACT NO: 4017579 BRAND: NORTH AMERICAN MODEL: 34050	5000.000	BAG	N/A	\$ 5.29000
00002	COMMODITY CODE: 2900-143-1025	50.000	BAG	N/A	\$ 7.50000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5960  
PAGE NO.: 00006

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00002	CONTINUED..... ROCK SALT, 50 LB. MULTI-WALLED BAGS, FOR WATER SOFTENER APPLICATION USAGE, PALLET MINIMUM, ZONE-1.  A.W.W.A. B200-98 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A & B AS STATED.  49 BAGS PER PALLET VENDOR: DART SEASONAL PRODUCTS INC. : CONTRACT NO: 4017580 BRAND: PURE ESSENCE				
00003	COMMODITY CODE: 2900-143-1045 SALT, EVAPORATED (GRANULATED), 50 LB. MULTI-WALLED BAG, FOR WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-1.  A.W.W.A. B200-98 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, EVAPORATED (GRANULATED) SALT.  49 BAGS PER PALLET VENDOR: DART SEASONAL PRODUCTS INC. : CONTRACT NO: 4017580 BRAND: PURE ESSENCE	50.000	BAG	N/A	\$ 7.50000
00004	COMMODITY CODE: 2900-143-1055 SALT, EVAPORATED COMPRESSED GRANULES PACKED IN MULTI-WALLED 50 LB. BAGS, FOR WATER SOFTENER APPLICATION USAGE, IN TABLET, OR PILLOW, OR NUGGET FORM, PALLET MINIMUM, ZONE-1.  A.W.W.A. B200-98 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, WITH GRADATION EXCEPTION AS STATED.  49 BAGS PER PALLET VENDOR: DART SEASONAL PRODUCTS INC. : CONTRACT NO: 4017580 BRAND: SYSTEM SAVER	600.000	BAG	N/A	\$ 7.45000
00005	COMMODITY CODE: 2900-143-1075 SALT, SOLAR-EVAPORATED, 50 LB. MULTI- WALL BAG, WATER SOFTENER APPLICATION, PALLET MINIMUM, ZONE-1.  A.W.W.A. B200-98 (OR LATEST) STANDARD SPECIFICATIONS FOR SODIUM CHLORIDE, SOLAR-EVAPORATED SALT.  49 BAGS PER PALLET VENDOR: DART SEASONAL PRODUCTS INC. : CONTRACT NO: 4017580 BRAND: PURE ESSENCE	1500.000	BAG	N/A	\$ 6.30000
00006	COMMODITY CODE: 2900-143-1310 ROCK SALT, BULK, TRUCKLOAD QTY. ZONE-2, FOR WATER SOFTENER APPLICATION USAGE.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A & B AS STATED.	200.000	TON	N/A	\$ 112.00000

CONTRACT ITEMS/SERVICES  
BY LINE ITEM

T NUMBER: T5960  
PAGE NO.: 00007

LINE#	DESCRIPTION/MFGR/BRAND	QUANTITY FROM/TO	UNIT	DISCOUNT	UNIT PRICE
00006	CONTINUED..... 25 TONS PER TRUCK VENDOR: GUNTHER SALT COMPANY : CONTRACT NO: 4017581 BRAND: GUNTHER	MODEL: 316			
00011	COMMODITY CODE: 2900-143-1510 ROCK SALT, BULK, TRUCKLOAD QTY. ZONE-3, FOR WATER SOFTENER APPLICATION USAGE.  A.W.W.A. B200-07 (OR LATEST) STANDARD SPECIFICATION FOR SODIUM CHLORIDE, ROCK SALT, WITH EXCEPTIONS A & B AS STATED.  25 TONS PER TRUCK VENDOR: GUNTHER SALT COMPANY : CONTRACT NO: 4017581 BRAND: GUNTHER	50.000	TON	N/A	\$ 112.50000
		MODEL: 316			

70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM


7A

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: [www.LakeZurich.org](http://www.LakeZurich.org)

## MEMORANDUM

Date: April 30, 2014

To: Jason T. Slowinski  
Village Manager

From: Roy T. Witherow  
Assistant Village Manager 

Subject: **2014-2019 FIVE YEAR STRATEGIC PLAN**

---

### Issue:

At the March 3, 2014 regular meeting of the Lake Zurich Board of Trustees, the initial draft of the *2014-2019 Five Year Strategic Plan* was presented for review and comment. This initial draft included three major strategic goals: *Financial Sustainability, Development, and Infrastructure*. It was also noted at the March 3 meeting that staff had identified two other major goals after further review of the Summary Report of the Strategic Plan Workshop of November 16, 2013, these additional goals being *Service Sustainability* and *Civic Engagement*. Staff further committed to bringing a final draft of the Strategic Plan, including the potential objectives for the two additional goals to the Board for review at a later meeting.

### Analysis:

The attached document represents the final working draft of the *2014-2019 Lake Zurich Five Year Strategic Plan* which includes the five major Strategic Goals and their subsequent objectives.

Also included in the attachment is a revised Mission Statement which has been developed based upon discussions at the March 3 meeting which identified the need to revise the Statement (from the 2011-2013 Strategic Plan) into more action-oriented language (as opposed to one which centered on internal belief statements). You will note in the attached Plan draft changes in each mission statement which addresses this concern.

Discussion also included a revision of the Village's Vision Statement, which was recommended at the November workshop. Specifically noted was the need to add "play" and "shop" to the Vision Statement. After reviewing numerous vision statements of municipalities in the United

States, a frequently occurring vision statement usually notes that “Our village/city is a great place to live, work, shop, and play”. While these are not unimportant concepts, the Vision Statement in the attached draft attempts to include these components while making Lake Zurich’s statement stand apart and be less generic by identifying what makes the Village unique and to what future-state it aspires.

Upon approval of the attached document, the Board will establish the direction of the Village over the next five-year period. A more formal document will then be prepared which will be available to the public vis-à-vis hard copy and on the Village website. Staff has already begun preparing appropriate strategies and tasks aligned to the goals and objectives which will become the basis of the Strategic Management Plan. This will serve as a “roadmap” to accomplish the official goals of the Village over the next five years. Staff is also using project management principles including Microsoft Project to assure the overall success of the Strategic Plan. Attached a conceptual format of what this tool will encompass.

**Recommendation:**

Approve the attached *2014-2019 Lake Zurich Five Year Strategic Plan*

w/ Attachments:

*2014-2019 Lake Zurich Five Year Strategic Plan*

## MISSION STATEMENT

*(Identifies the Village's role in pursuing the community's vision. The mission statement is the organization's core reason for existence.)*

**The mission of the Village of Lake Zurich is to ~~strive to~~ provide our residents and businesses with exceptional quality municipal services. We will achieve this through strategic planning, fiscal responsibility, and transparent, accessible, and responsive municipal leadership and staff. This will result in continually improving quality-of-life and return on investment for all stakeholders in the community.**

## GUIDING PRINCIPLES OF OUR COMMUNITY

*(Provides the foundation on which the strategic plan is constructed. Forms the basis for all decisions and actions.)*

**Trust & Integrity** – ~~We believe that our~~ Our organization is honest in our actions, open with our communications, and ~~that we provide~~ provides fair and dependable public services.

**Teamwork** – ~~We believe that our~~ Our organizational team ~~strives for~~ achieves success through a collaborative approach utilizing our dedicated, innovative, and forward-thinking team of professionals to deliver high-quality public services.

**High-performance, Quality Services** – ~~We believe that our~~ Our organization delivers cost-effective, efficient, and responsive public services evaluated through clearly defined performance-measures.

**Caring & Respectful Leadership** – ~~We believe that our~~ Our organization provides guidance to our personnel and the community by establishing the people's goals and objectives derived from listening to needs.

**Transparency & Accountability** – ~~We believe that our~~ Our organization is open, accessible, and promotes understanding throughout the community by educating the public about Village operations and services including communicating, on a regular basis, the progress of the strategic plan.

**Dedicated Professionals** – ~~We believe that our organization, in~~ In order to sustain itself, our organization must attract, develop, and retain qualified individuals with high ethical standards and a desire to serve the public.

## WORKING VISION STATEMENT (Board Input Requested)

*(A practical statement about the future and the organization's role in it. Establishes the overall desired outcome for the Village. Identifies the type of organization in its improved, future state).*

~~We want to be THE PLACE to live and work in Lake County, Illinois!~~

**Lake Zurich is THE premier community in Lake County which offers a quality way of life, a thriving economy, diverse opportunity, and a commitment to fostering civic pride through community participation and ethical, professional governance.**



## **GOAL # 1 – FINANCIAL SUSTAINABILITY**

### **VISION**

~~To meet the critical financial needs of the Village while maintaining a balanced budget through efficient use of resources, expenditure management, and revenue growth.~~

### **GOAL STATEMENT**

**Meet the critical financial needs of the Village while maintaining a balanced budget through responsible management of the Village's financial obligations and diligent use of revenues without placing undue burden upon Village residents.**

### **OBJECTIVES**

- Objective A: Develop a Financial Strategic Plan \**
- Objective B: Determine feasibility of prioritizing expenditures by implementing a Priority Based Budgeting (PPB) system \**
- Objective C: Develop a TIF Debt Management Plan \**
- Objective D: Develop a plan to meet long term pension obligations \**
- Objective E: Maximize existing and identify potential new revenue sources.*
- Objective F: Continue to conduct organizational analyses to determine if further efficiencies are obtainable.*
- Objective G: Utilize long-range forecast reporting for use as a policy planning mechanism for the Board of Trustees.*
- Objective H: Develop a plan to obtain home rule status.*
- Objective I: Identify areas where Lake Zurich services may overlap with other organizations, both public and private, within a defined region.*
- Objective J: Identify opportunities to provide services to other agencies.*
- Objective K: Identify underutilized Village-owned properties for potential sale \**
- Objective L: Develop a cost/benefit analysis of transitioning to a separate park district \**

## **GOAL # 2 –DEVELOPMENT**

**~~VISION:~~** ~~To support and stimulate the local economy through business growth.~~

### **GOAL STATEMENT**

**Expand the economic base of the Village by incorporating the current multitude of opportunities which includes downtown revitalization, Route 12 and Route 22 Business Corridors, and professional partnerships with the business community, in order to further establish and expand Lake Zurich as the regional economic hub of Lake County.**



## **OBJECTIVES**

- Objective A: Revitalization of Downtown \**
- Objective B: Continue implementation of the 6-Point Downtown Redevelopment Plan*
- Objective C: Become more business friendly and customer oriented \**
- Objective D: Expand the Village's role as a major regional economic hub in Lake County \**
- Objective E: Continue Route 22 Corridor Development*
- Objective F: Develop Recommendations for Future Annexations*
- Objective G: Continue Route 12 Corridor Development*
- Objective H: Update Regulations and Develop Proactive Policies Which Will Include Revision of the Comprehensive Plan.*
- Objective I: Partner with the Business Community to Identify its Needs and Determine How They Can Be Met*
- Objective J: Develop a Comprehensive Marketing Plan for the Village.*

## **GOAL #3 – INFRASTRUCTURE**

### **GOAL STATEMENT**

**Provide prudent policies and operational practices which will enhance the quality of life of Lake Zurich residents by caring for the Village's natural resources including a safe and reliable water supply and preservation of its urban canopy while also assuring that municipal assets such as its street, water/sewer, and stormwater systems are responsibly maintained by the most equitable and efficient funding sources available.**

## **OBJECTIVES**

- Objective A: Ensure a sustainable, healthy and economical water source for current and future Lake Zurich residents \**
- Objective B: Explore the feasibility of the development of a Fixed Asset Analysis and Inventory (to include the preparation of a schedule for asset replacement and maintenance)*
- Objective C: Examine available Geographic Information System (GIS) capabilities in order to determine where opportunities lie to improve its operational usefulness*
- Objective D: Address Issues of Storm Water Management, including detention pond maintenance and Preservation of Wetlands and Green Space \**
- Objective E: Develop a Formalized, Long Range Street Maintenance Program \**
- Objective F: Develop a Formalized, Long Range Sanitary Sewer System Improvement Plan \**
- Objective G: Prepare a Formalized Municipal Facility Maintenance Plan*



**Objective H:** *Identify and resolve all outstanding concerns with Village-owned residential and commercial properties over a five year period.*

**Objective I:** *Address emerald ash borer issue \**

**Objective J:** *Identify means to enhance pedestrian mobility, such as sidewalks, bike paths, and recreational trails*

## **GOAL #4 – SERVICE SUSTAINABILITY**

### **GOAL STATEMENT**

**Foster change which will enable the Village to become an organization which is both adaptable and responsive, and efficiently delivers high-quality services which are cost-effective, reliable, and sustainable, and based on community values, priorities, expectations, and available resources.**

### **OBJECTIVES**

Objective A: Establish a service sustainability plan. \*

Objective B: Develop a high-performance organization.

Objective C: Establish a performance measurement and management system. \*

Objective D: Identify methods of alternative service delivery

Objective F: Develop a technology update plan. \*

## **GOAL #5 – CIVIC ENGAGEMENT**

### **GOAL STATEMENT**

**Work collaboratively to increase informed citizen participation in the policy process where the Village works with and through its citizenry to improve the community, share knowledge – and responsibility, and encourage collaborative solutions and participation in order to broaden consensus around shared values and acceptable outcomes.**

### **OBJECTIVES**





















Objective A: Create an Infrastructure of Civic Engagement

Objective B: Nurture a culture of radical transparency

Objective C: Develop a comprehensive communications plan with annual objectives.

Objective D: Provide opportunities for elected officials to engage in conversations with citizens outside the formal, regular Village Board meetings.

\* Denotes an issue specifically discussed in the November 25, 2013 Summary Report

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	% Complete
1		<b>1 Service Sustainability</b>	<b>220 days</b>	<b>Thu 5/1/14</b>	<b>Thu 3/5/15</b>		<b>0%</b>
2		<b>1.1 Establish a service sustainability plan</b>	<b>220 days</b>	<b>Thu 5/1/14</b>	<b>Thu 3/5/15</b>		<b>0%</b>
3		1.1.1 Conduct an operational assessment of department functions.	45 days	Thu 5/1/14	Thu 7/3/14		0%
4		1.1.2 Determine which services are core and which are elective	30 days	Thu 7/3/14	Thu 8/14/14		0%
5		1.1.3 Identify activities that can be divested or eliminated	40 days	Thu 8/14/14	Thu 10/9/14		0%
6		1.1.4 Prioritize essential and non-essential services	15 days	Thu 10/9/14	Thu 10/30/14		0%
7		1.1.5 Develop service diminishment plan	30 days	Thu 10/30/14	Thu 12/11/14		0%
8		1.1.6 Discontinue non-core value programs	60 days	Thu 12/11/14	Thu 3/5/15		0%
9		<b>1.2 Develop a high-performance organization</b>	<b>120 days</b>	<b>Thu 7/3/14</b>	<b>Thu 12/18/14</b>		<b>0%</b>
10		1.2.1 Increase productivity	90 days	Thu 7/3/14	Thu 11/6/14		0%
11		1.2.2 Assess organizational culture	30 days	Thu 11/6/14	Thu 12/18/14		0%
12		1.2.3 Enhance customer service	90 days	Thu 7/3/14	Thu 11/6/14		0%
13		<b>1.3 Establish performance measurement &amp; management system</b>	<b>30 days</b>	<b>Fri 8/1/14</b>	<b>Fri 9/12/14</b>		<b>0%</b>
14		1.3.1 Research existing system	30 days	Fri 8/1/14	Fri 9/12/14		0%
15		<b>1.4 Methods of alternate service delivery</b>	<b>60 days</b>	<b>Thu 10/9/14</b>	<b>Thu 1/1/15</b>		<b>0%</b>
16		1.4.1 Intergovernmental collaboration & consolidation	60 days	Thu 10/9/14	Thu 1/1/15		0%
17		1.4.2 Managed services opportunities	60 days	Thu 10/9/14	Thu 1/1/15		0%
18		<b>1.5 Technology Update Plan</b>	<b>123 days</b>	<b>Mon 5/12/14</b>	<b>Thu 10/30/14</b>		<b>0%</b>
19		1.5.1 Review existing plan	15 days	Mon 5/12/14	Mon 6/2/14		0%
20		1.5.2 Update needs based on core services model	15 days	Thu 10/9/14	Thu 10/30/14		0%



July 2015

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1.1.1, Conduct an operational assessment of department functions., 45 days			1	2	3	4
1.1.2, Determine which services are core and which are elective, 30 days						
6	7	8	9	10	11	12
1.1.2, Determine which services are core and which are elective, 30 days						
13	14	15	16	17	18	19
1.1.2, Determine which services are core and which are elective, 30 days						
20	21	22	23	24	25	26
1.1.2, Determine which services are core and which are elective, 30 days						
27	28	29	30	31		
1.1.2, Determine which services are core and which are elective, 30 days						

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**VILLAGE OF LAKE ZURICH**  
Semi-Monthly Warrant Report  
**May 5, 2014**  
**Warrant Total \$604,783.79**

---

**Payment Request(s) Exceeding 5% of Total Warrant**

- Payment to:

Vendor: United HealthCare  
Fund: Medical Self Insurance  
Reference: Page – Last Page  
Amount: \$171,402.39  
%Warrant: 28.34%

Health Insurance

- Payment to:

Vendor: Hacienda Landscaping, Inc  
Fund: Park Improvement  
Reference: Page 12  
Amount: \$61,524.50  
%Warrant: 10.17%

Paulus Park Playground Project

- Payment to:

Vendor: Bolder Contractors Inc  
Fund: Water/Sewer  
Reference: Page 15  
Amount: \$48,209.25  
%Warrant: 8.31%

2014 Pine Ave Watermain Project

- Payment to:

Vendor: Constellation New Energy, Inc  
Fund: Water/Sewer  
Reference: Pages 15 & 16  
Amount: \$32,625.56  
%Warrant: 5.39%

Electricity – Wells & Lift Stations

Scheduled Payments \$313,761.70 or 51.88% of Total Warrant Presented for Payment.

---

**Village of Lake Zurich**  
Semi-Monthly Warrant Report  
**Combined Total by Fund**  
Warrant Dated May 5, 2014

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Fund	Fund Title	Total
101	GENERAL FUND	179,782.29
202	MOTOR FUEL TAX	24,078.58
401	CAPITAL PROJECT	17,693.00
402	PARK IMPROVEMENT	55,104.31
405	NHRST CAPITAL PROJECTS	5,120.36
410	TIF REDEVELOPMENT	13,780.00
501	WATER/SEWER	102,880.34
601	MEDICAL SELF INSURANCE	164,853.68
603	RISK MANAGEMENT INS	9,095.31
710	PERFORMANCE ESCROW	12,189.00
720	PAYROLL CLEARING	20,206.92

**Warrant Total - \$            604,783.79**

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**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Total by Fund - Warrant Dated May 5, 2014**

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Fund	Fund Title	Total
101	GENERAL FUND	156,039.02
202	MOTOR FUEL TAX	24,078.58
401	CAPITAL PROJECT	17,693.00
402	PARK IMPROVEMENT	55,104.31
405	NHRST CAPITAL PROJECTS	5,120.36
410	TIF REDEVELOPMENT	13,780.00
501	WATER/SEWER	102,873.24
601	MEDICAL SELF INSURANCE	475.85
603	RISK MANAGEMENT INS	9,095.31
710	PERFORMANCE ESCROW	12,039.00
720	PAYROLL CLEARING	1,851.24

Warrant Total - \$398,149.91



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Warrant Date: 5/05/2014**

Report Run Date: 4/30/2014

Time: 12:16PM

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 101 -GENERAL FUND</b>				
2037	EMPLOYER-UNDIST LIFE	UNITED HEALTHCARE INSURANCE CO.	LIFE INS (APRIL)	1,295.39
1061	P&R - SPECIAL EVENTS	PETTY CASH - FINANCE	BANK-SPCL EVENTS	250.00
<b>Program Total</b>				<b>1,545.39</b>
<b>Program: 10111008 -BOARD &amp; COMMISSIONS</b>				
5219	OTHER PROFESSIONAL SVCS	SUSAN R. PILAR CSR	PC 4/16 COURT REPORTER	150.00
<b>Program Total</b>				<b>150.00</b>
<b>Program: 10112001 -ADMIN</b>				
5211	VILLAGE ATTORNEY RETAINER	ZUKOWSKI ROGERS FLOOD MC ARDLE	LEGAL FEES - MARCH	720.00
5211	VILLAGE ATTORNEY RETAINER	ZUKOWSKI ROGERS FLOOD MC ARDLE	LEGAL FEES - FEB	1,505.00
<b>Program Total</b>				<b>2,225.00</b>
<b>Program: 10112010 -VILLAGE ADMIN</b>				
5219	OTHER PROFESSIONAL SVCS	QWURK COMMUNICATIONS CORP	LOGO DEVELOPMENT	1,362.00
<b>Program Total</b>				<b>1,362.00</b>
<b>Program: 10112012 -HUMAN RESOURCES</b>				
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - MAR '14	1,616.25
5219	OTHER PROFESSIONAL SVCS	LAKE ZURICH FOREIGN FIRE FUND	VILLAGE SHARE OF 457 PLAN	300.00
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - FEB '14	2,672.50
<b>Program Total</b>				<b>4,588.75</b>
<b>Program: 10113001 -FINANCIAL ADMIN</b>				
5274	MAINT-EQUIPMENT	PITNEY BOWES - LEASE	METER LEASE	59.00
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	CHAIR MATS	146.97
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	COPY PAPER	119.80
5219	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC.	STORAGE DELIVERY (140)	41.72
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	MISC ITEMS	7.16
5411	LEGAL NOTICE/PUBLISHING	PADDOCK PUBLICATIONS INC.	BUDGET HEARING NOTICE	86.25
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	MISC ITEMS	19.51
<b>Program Total</b>				<b>480.41</b>
<b>Program: 10113016 -ACCOUNTING SERVICES</b>				
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	MISC ITEMS	34.70
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	MISC ITEMS	12.73
<b>Program Total</b>				<b>47.43</b>
<b>Program: 10117017 -TECHNOLOGY</b>				
5550	MACHINERY & EQUIPMENT	CDW GOVERNMENT INC.	MONITORS (5)	579.00
5327	EQUIP MAINT PART&SUPPLIES	CDW GOVERNMENT INC.	CRUCIAL 16GB KIT	144.98
5321	COMPUTER SUPPLIES	DOCUMENT IMAGING DIMENSIONS	CREDIT	(600.00)
5321	COMPUTER SUPPLIES	DOCUMENT IMAGING DIMENSIONS	TONER	476.00
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	1,007.36

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Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5274	MAINT-EQUIPMENT	INSIGHT PUBLIC SECTOR, INC	HP2530 SWITCH - 24 PORTS	552.35
5327	EQUIP MAINT PART&SUPPLIES	INSIGHT PUBLIC SECTOR, INC	FORTINET 8X5 SUPPORT	231.28
5550	MACHINERY & EQUIPMENT	CDW GOVERNMENT INC.	MONITORS (5)	579.00
5321	COMPUTER SUPPLIES	CDW GOVERNMENT INC.	MOUNT/SPKERS/AUDIO PATCH	97.71
5313	TELEPHONE	CALL ONE	ANALOG LINES - APRIL	1,889.45
5321	COMPUTER SUPPLIES	DOCUMENT IMAGING DIMENSIONS	TONER	158.00
5313	TELEPHONE	AT & T	Z-LINE 708Z4800194	8,314.84
5321	COMPUTER SUPPLIES	INSIGHT PUBLIC SECTOR, INC	CRUCIAL M500	501.36
<b>Program Total</b>				<b>13,931.33</b>

**Program: 10124001 - POLICE ADMIN**

5219	OTHER PROFESSIONAL SVCS	HARRISONVILLE TELEPHONE COMPAN	SUBPOENA RESPONSE FEE	5.21
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	CLORAX GEL	3.52
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	INVOICE #1422680-CM; UNIF	164.97
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	TRASH CAN CLEANER	9.90
5312	NATURAL GAS	NICOR GAS	HEATING OIL	1,147.68
5355	UNIFORMS	GALL'S INC.	FREIGHT	5.11
5355	UNIFORMS	GALL'S INC.	INVOICE #001808648; UNIFO	76.80
5355	UNIFORMS	GALL'S INC.	INVOICE #001813433, CHIEF	112.82
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	HOST SUPPLIES	5.27
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	HOST SUPPLIES	15.97
5156	EMPLOYEE RECOGNITION	PETTY CASH - POLICE DEPARTMENT	CHIEF HUSAK-SWEARING IN C	18.30
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	CREDIT PANTS	(154.18)
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	LYSOL WIPES	15.56
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	HOST SUPPLIES	12.80
5355	UNIFORMS	ENTENMANN-ROVIN COMPANY	PACKAGING / SHIPPING	20.50
5355	UNIFORMS	ENTENMANN-ROVIN COMPANY	BADGE WALLET	38.00
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	AJAX	5.94
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	LCCPA	80.00
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	496.52
5351	POSTAGE & SHIPPING	PETTY CASH - POLICE DEPARTMENT	MAILING CHIEF'S CHALLENGE	11.24
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	FBI RETRAINER	25.00
5155	MEMBERSHIPS & SUBSCRIP	PADDOCK PUBLICATIONS INC.	DAILY HERALD SUBSCRIPTION	34.00
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	HAND SOAP	2.30
5413	EMPLOYEE EXAMS	STANARD & ASSOCIATES INC.	SERGEANT PROMOTIONAL EXAM	1,762.00
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	INVOICE #1421009-IN, UNIF	154.18
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	INVOICE #1420754-IN, UNIF	294.95
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	INVOICE #1420752-IN, MAGA	119.89
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	STAMP - COPY	20.58
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	STAPLE REMOVER	5.82
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	1/2" BINDERS	5.98
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	KEYBOARD DRAWER	41.89
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	1.5" BINDER	8.07
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	1" BINDER	2.98
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	HAND SOAP	4.70
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	POST-IT PADS	4.98
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	MANILLA FOLDERS	16.47
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	EXPANDABLE FOLDERS - MANI	9.79
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	FREIGHT	10.00
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	LABELS - FOLDER	23.99
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	HANGING FOLDERS	10.98
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	UNIFORM PANTS	209.97
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	9 X 12 CLASP ENVELOPES	12.89

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Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	LAMENATING SHEETS	61.92
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	ADDRESS LABELS	8.99
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	LAMINATING SHEETS 11.5 X	20.25
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	FEBREZE	2.97
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	MOP HEAD REFILL	11.47
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	MOP AND MOP HANDLE	15.97
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	MOP BUCKET	49.97
5156	EMPLOYEE RECOGNITION	CROWN TROPHY	JACK RECK F&P RETIREMENT	45.00
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	SWIFTER REFILL	19.94
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	LYSOL DISINFECTANT	5.97
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	UNDERVEST SHIRTS	89.98
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	SLEEVE BRAID	25.90
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	WINDEX	2.97
5322	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	MR CLEAN LIQUID CLEANER	15.94
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	PD - CLEANING SERVICE	1,295.00
<b>Program Total</b>				<b>6,545.58</b>

**Program: 10124020 -POLICE**

4524	POLICE ADMIN TOW FEE	BEHRENS, JUSTIN	REIM TOW OVRPYMT	10.00
<b>Program Total</b>				<b>10.00</b>

**Program: 10124021 -OPERATIONS**

5273	MAINT-VEHICLES	SIGN LAB	DECAL BOAT	1,150.00
5273	MAINT-VEHICLES	RACEWAY CAR WASH INC	SQUAD DETAIL - #110	89.95
5560	VEHICLES	RAY O'HERRON COMPANY INC.	SCREEN EXTENSION 104	92.21
5560	VEHICLES	SIGN LAB	DECALS 106/104	1,050.00
5355	UNIFORMS	GALL'S INC.	HUMISTON: ONE WINTER HAT.	18.76
5355	UNIFORMS	GALL'S INC.	VANACKER: TWO S/S UNIFORM	87.30
5327	EQUIP MAINT PART&SUPPLIES	WAUCONDA BOAT INC.	NET PD BOAT	35.99
<b>Program Total</b>				<b>2,524.21</b>

**Program: 10124022 -COMMUNICATIONS**

5355	UNIFORMS	GALL'S INC.	HARPER: DUTY BOOTS.	78.73
5153	TRAINING & BUSINESS MTGS	PUBLIC GRANTS TRAINING INITIATIVE	CAREER & TRAINING INITIAT	415.00
5355	UNIFORMS	GALL'S INC.	LOVELACE: FOUR EMBROIDERE	410.80
5550	MACHINERY & EQUIPMENT	STANLEY SECURITY SOLUTIONS	SECURITY SYSTEM REPAIRS /	2,485.00
5550	MACHINERY & EQUIPMENT	STANLEY SECURITY SOLUTIONS	SECURITY SYSTEM REPAIRS /	1,900.00
5353	OFFICE SUPPLIES	INSIGHT PUBLIC SECTOR, INC	DESKTOP MONITOR STAND	250.79
5355	UNIFORMS	GALL'S INC.	GRIFFIN: UNIFORM BOOTS.	82.13
<b>Program Total</b>				<b>5,622.45</b>

**Program: 10124023 -CRIME PREVENTION**

5155	MEMBERSHIPS & SUBSCRIP	NORTHWEST COMMUNITY HOSPITAL	E MEMBERSHIP / AFFILIATION	65.00
5359	OTHER SUPPLIES	NORTHWEST COMMUNITY HOSPITAL	E CPR MASK FILTERS	50.00
5355	UNIFORMS	ANDERSON, DAVID	MISC. CLOTHING FOR INVEST	776.33
5153	TRAINING & BUSINESS MTGS	NORTHWEST COMMUNITY HOSPITAL	E INSTRUCTOR RENEWAL TRAINI	150.00
5219	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	BACKGROUND INVESTIGATION	144.32
<b>Program Total</b>				<b>1,185.65</b>

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<b>Program: 10124024 -INTERGOVERNMENTAL</b>				
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	SRO MEETING	14.53
<u>Program Total</u>				<u>14.53</u>
<b>Program: 10125001 -FIRE/RESCUE-ADMIN</b>				
5359	OTHER SUPPLIES	ZEP SALES & SERVICE INC.	VANTIO CLEANER	88.36
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	217.59
5271	MAINT-BLDGS & GROUNDS	GRECO ELECTRIC	ELECTRICAL FOR COMPRESSOR	1,384.00
5413	EMPLOYEE EXAMS	C O P S TESTING SERVICE INC.	POLYGRAPH HEIDERMAN	160.00
5413	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	ANNUAL PHYSICAL	1,009.00
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - MAR '14	5,233.75
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - FEB '14	1,022.50
5413	EMPLOYEE EXAMS	PERSONNEL STRATEGIES, LLC	HEIDERMAN EXAM	500.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	MISC ITEMS	9.50
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	MISC ITEMS	114.26
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	243.18
5313	TELEPHONE	CALL ONE	ANALOG LINES - APRIL	235.74
<u>Program Total</u>				<u>10,217.88</u>
<b>Program: 10125031 -EMERGENCY MANAGEMENT</b>				
5155	MEMBERSHIPS & SUBSCRIP	NI GOVERNMENT SERVICES, INC	MARCH SERVICE	25.28
<u>Program Total</u>				<u>25.28</u>
<b>Program: 10125032 -FIRE SUPPRESSION</b>				
5560	VEHICLES	MODULARIS, INC	MVP-FCAM3 FRONT CAMERA	650.00
5560	VEHICLES	MODULARIS, INC	MVP-FCAM3-CBL CAMERA CABL	125.00
5560	VEHICLES	MODULARIS, INC	MVP-FCAM-MNT FRONT CAMERA	69.96
5560	VEHICLES	MODULARIS, INC	MVP-DVR-LAP CABLE	35.00
5560	VEHICLES	MODULARIS, INC	MVP-DVR60CORE VIDEO SYSTE	3,100.00
5277	MAINT-OTHER	INTERNATIONAL FIRE EQUIPMENT	FIRE EXTINGUISHER MAINTEN	13.76
5277	MAINT-OTHER	MUNICIPAL EMERGENCY SERVICES, IN	SCBA REPAIR PARTS	78.22
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	PETERSON SHIRTS	70.94
5355	UNIFORMS	AIR ONE EQUIPMENT	FIRE FIGHTER HELMETS FOR	438.00
5355	UNIFORMS	ELEGANT EMBROIDERY/MELON INK	BENE EMBROIDERY NAME	15.00
5277	MAINT-OTHER	MUNICIPAL EMERGENCY SERVICES, IN	SCBA REPAIR PARTS	1,457.56
5277	MAINT-OTHER	AIR ONE EQUIPMENT	BREATHING AIR QUALITY TES	120.00
5277	MAINT-OTHER	MUNICIPAL EMERGENCY SERVICES, IN	SCBA REPAIR PARTS	491.00
5355	UNIFORMS	AIR ONE EQUIPMENT	SHIPPING	12.00
5355	UNIFORMS	RAY O'HERRON COMPANY INC.	BELT	23.63
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	183.51
<u>Program Total</u>				<u>6,883.58</u>
<b>Program: 10125033 -EMS</b>				
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	120.14
5359	OTHER SUPPLIES	CMS SAFETY INSTITUTE, INC	SHIPPING	13.42
5219	OTHER PROFESSIONAL SVCS	NC INC.	AMB COLLECTIONS FEES	200.72
5355	UNIFORMS	TODAY'S UNIFORMS INC.	REID UNIFORMS	89.90
5359	OTHER SUPPLIES	CMS SAFETY INSTITUTE, INC	TOXIRAE 3 CARBON MONOXIDE	525.00
5357	MEDICAL SUPPLIES	HENRY SCHEIN EMS	MEDICAL SUPPLIES	790.50
5355	UNIFORMS	TODAY'S UNIFORMS INC.	OSEL UNIFORMS	102.50

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5359	OTHER SUPPLIES	NORTHWEST COMMUNITY HOSPITAL	E FILTERS FOR MASK; MOUTHPI	125.00
<u>Program Total</u>				<u>1,967.18</u>

**Program: 10125034 -SPECIAL RESCUE**

5359	OTHER SUPPLIES	CMS SAFETY INSTITUTE, INC	GAS, CARBON MONOXIDE, HAZ	625.00
<u>Program Total</u>				<u>625.00</u>

**Program: 10125035 -FIRE PREVENTION BUREAU**

5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	STOOL	177.99
5359	OTHER SUPPLIES	PROMOS 911 INC.	PUB ED SUPPLIES	2,352.35
5153	TRAINING & BUSINESS MTGS	METROPOLITAN FIRE CHIEFS ASSN.	TUITION FOR METRO CHIEFS	80.00
5153	TRAINING & BUSINESS MTGS	IL FIRE INSPECTORS ASSOCIATION	TUITION OF FLAMMIBLE LIQU	75.00
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	132.07
5355	UNIFORMS	TODAY'S UNIFORMS INC.	BZDUSEK UNIFORMS	149.15
<u>Program Total</u>				<u>2,966.56</u>

**Program: 10128001 -B & Z ADMIN**

5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	MISC ITEMS	10.64
5219	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC.	STORAGE DELIVERY (140)	118.75
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	ABCI MTG	18.00
5219	OTHER PROFESSIONAL SVCS	ROLF CAMPBELL & ASSOCIATES	1125 S. OLD RAND MARATHON	718.75
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	196.22
5219	OTHER PROFESSIONAL SVCS	ROLF CAMPBELL & ASSOCIATES	LOT 1 CORP PARK	627.50
<u>Program Total</u>				<u>1,689.86</u>

**Program: 10128081 -INSPECTIONS**

5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	PLAN REVIEWS	150.00
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	INSPECTIONS	990.00
5219	OTHER PROFESSIONAL SVCS	THOMPSON ELEVATOR INSP SERVICE	WATERS EDGE REINSPECT SA	86.00
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	PLAN REVIEWS	75.00
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	IAEI MTGS	60.00
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	IPIA MTGS	60.00
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	INSPECTIONS	990.00
5153	TRAINING & BUSINESS MTGS	BUILDING & FIRE CODE ACADEMY	2012 IMC	315.00
5153	TRAINING & BUSINESS MTGS	BUILDING & FIRE CODE ACADEMY	TOM PART 1-3 IBC CLASS	435.00
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	PLAN REVIEWS	250.00
5219	OTHER PROFESSIONAL SVCS	KGM PLUMBING, INC	INSPECTIONS	675.00
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	ABCI DUES	5.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	MISC ITEMS	7.15
<u>Program Total</u>				<u>4,098.15</u>

**Program: 10136001 -COMMUNITY SERVICES ADMIN**

5355	UNIFORMS	CUTLER HARDWARE/WORKWEAR	BOOTS CREECH	152.96
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	COPY PAPER	179.70
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	154.62
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	37.18
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	37.18

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<b>Program Total</b>				<b>561.64</b>

**Program: 10136041 -FORESTRY**

5272	MAINT-LAWN & LANDSCAPING	ATRIUM GARDEN CENTER	TREES	1,039.97
<b>Program Total</b>				<b>1,039.97</b>

**Program: 10136042 -PARK MAINTENANCE**

5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	OUTLET REPAIR PROMENADE	21.81
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	FENCE REPAIR BUFFALO CREE	11.22
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	PK - CLEANING SERVICE	1,365.00
5325	BLDG & GROUND MAINT SUPPL	BUSHNELL INC.	CREDIT - FLANGE	(67.76)
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	BARN PAINT	62.66
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	BARN PAINT	17.06
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	GENERAL SERVICES BATTERIE	53.10
5354	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	HAND TOOLS	31.61
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	BARN ANCHORS	13.26
5325	BLDG & GROUND MAINT SUPPL	BUSHNELL INC.	SPRAYGROUND REPAIR PARTS	101.39
5325	BLDG & GROUND MAINT SUPPL	FASTENAL COMPANY	SPRAY PARK REPAIRS	26.40
5311	ELECTRICITY	COMMONWEALTH EDISON	WICKLOW SPRINKLER ELECTRI	35.32
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	WINDSCREEN TIE DOWNS	18.97
5358	SAFETY SUPPLIES	SHERWIN INDUSTRIES INC.	PAULUS PARK CONES	490.00
5311	ELECTRICITY	COMMONWEALTH EDISON	CONCESSION ELCTRICITY	1.58
5311	ELECTRICITY	COMMONWEALTH EDISON	BARN ELECTRIC	69.50
5311	ELECTRICITY	COMMONWEALTH EDISON	7 EAST MAIN ELECTRIC	30.29
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	BUFFALO CREEK DUMPSTER RE	8.80
5325	BLDG & GROUND MAINT SUPPL	BCB GROUP, INC	BATHROOM SINK BATTERIES P	11.99
<b>Program Total</b>				<b>2,302.20</b>

**Program: 10136043 -MUNICIPAL PROPERTY MAINT**

5325	BLDG & GROUND MAINT SUPPL	AIRGAS USA, LLC	CUTTING TORCHES	48.19
5311	ELECTRICITY	COMMONWEALTH EDISON	133 WEST MAIN ELECTRIC	38.91
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	COMMUNITY SERVICES PRESSU	10.55
5271	MAINT-BLDGS & GROUNDS	BROWN, RANDALL L.	BUILDING REPAIRS 10 EAST	6,697.10
5311	ELECTRICITY	COMMONWEALTH EDISON	15 SOUTH OLD RAND ELECTRI	140.20
5354	SMALL TOOLS & EQUIP	BERLAND'S HOUSE OF TOOLS	HAND TOOLS	240.94
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	VILLAGE HALL DOOR BUZZER	10.42
5271	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	102.75
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	PW - CLEANING SERVICES	745.00
5271	MAINT-BLDGS & GROUNDS	BEST QUALITY CLEANING INC.	VH - CLEANING SERVICES	795.00
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	LIGHT BULBS	229.44
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	COMMUNITY SERVICES WALL R	12.27
5271	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	102.75
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	GENERAL SERVICES BATTERIE	42.69
5325	BLDG & GROUND MAINT SUPPL	GRAINGER	COMMUNITY SERVICES CORD R	71.10
5311	ELECTRICITY	COMMONWEALTH EDISON	15 SOUTH OLD RAND ELECTRI	64.31
5311	ELECTRICITY	COMMONWEALTH EDISON	15 SOUTH OLD RAND ELECTRI	74.59
5311	ELECTRICITY	COMMONWEALTH EDISON	11 SOUTH OLD RAND ELECTRI	44.27
5311	ELECTRICITY	COMMONWEALTH EDISON	11 SOUTH OLD RAND ELECTRI	20.50
<b>Program Total</b>				<b>9,490.98</b>

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**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 10136044 -RIGHT OF WAY MAINT</b>				
5261	MAINT-STREETS	FASTENAL COMPANY	STOP SIGN HARDWARE	89.60
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED	400.00
5359	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	WICKLOW FENCE REPAIR	69.53
5354	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	HAND TOOLS	14.91
<b>Program Total</b>				<b>574.04</b>
<b>Program: 10136045 -SNOW &amp; ICE CONTROL</b>				
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED	425.00
<b>Program Total</b>				<b>425.00</b>
<b>Program: 10136046 -STREET/TRAFFIC LIGHTING</b>				
5324	STREET SUPPLIES	CRESCENT ELECTRIC SUPPLY CO.	BALLASTS	339.22
5324	STREET SUPPLIES	CRESCENT ELECTRIC SUPPLY CO.	STREET LIGHT BULBS AND FU	479.40
<b>Program Total</b>				<b>818.62</b>
<b>Program: 10136047 -STORM WATER CTRL</b>				
5272	MAINT-LAWN & LANDSCAPING	MC GINTY BROTHERS INC.	OAK RIDGE MARSH BURN	4,350.00
<b>Program Total</b>				<b>4,350.00</b>
<b>Program: 10136048 -ENGINEERING</b>				
5219	OTHER PROFESSIONAL SVCS	BAXTER & WOODMAN	BRADFORD TOWN CROSSING -	355.50
<b>Program Total</b>				<b>355.50</b>
<b>Program: 10136071 -VEHICLE MAINTENANCE</b>				
5342	FUELS	BELL FUELS INC.	FUEL	8,072.71
5273	MAINT-VEHICLES	DIESEL POWER EQUIPMENT CO	RODDER ENGINE REPAIR	2,238.30
5273	MAINT-VEHICLES	RAINBOW COLLISION CENTER	REPAIR DAMAGED FRAME TRUC	11,791.92
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CREDIT - CORE DEP	(80.00)
5346	LUBRICANTS & FLUIDS	O'REILLY AUTOMOTIVE STORES, INC	OIL	56.37
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	30.63
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	COOLANT SENSOR 343	38.26
5327	EQUIP MAINT PART&SUPPLIES	NAPA AUTO PARTS	BREAK AWAY	56.99
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	STARTER NAVIGATOR	164.60
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	FAN CLUTCH 343	35.47
5342	FUELS	BELL FUELS INC.	FUEL	10,471.20
5327	EQUIP MAINT PART&SUPPLIES	ECHO INC.	SAW SHAFT	10.14
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	LAMP 334	70.40
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	WIRE 334	38.87
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	TPMS 431	60.51
5327	EQUIP MAINT PART&SUPPLIES	GRAINGER	PIPE FITTINGS RODDER	10.29
5326	AUTO PARTS & SUPPLIES	GRAINGER	INDICATOR LIGHT	14.66
5327	EQUIP MAINT PART&SUPPLIES	GRAINGER	BLOWER PRESSURE WASHER	177.98
5328	OTHER MAINT PARTS&SUPPLY	FASTENAL COMPANY	BOLT	7.87
5327	EQUIP MAINT PART&SUPPLIES	FASTENAL COMPANY	HEX BAR RODDER	16.11
5326	AUTO PARTS & SUPPLIES	HUTTON COMMUNICATIONS	ANTENNA 104/106	40.62
5219	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC AUTO & TRUCK R	SAFETY INSPECTIONS	51.00
5327	EQUIP MAINT PART&SUPPLIES	DON'S WELDING & FABRICATING	PLATE RODDER	20.00
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	SHIFT LEVER 123	615.72

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5327	EQUIP MAINT PART&SUPPLIES	SEWER EQUIPMENT CO OF AMERICA	PUMP BODY RODDER	1,851.74
5328	OTHER MAINT PARTS&SUPPLY	AIRGAS USA, LLC	CUTTING TORCHES	48.19
5326	AUTO PARTS & SUPPLIES	SPRING ALIGN OF PALATINE INC.	REAR SPRINGS 323	865.73
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	STAPLER	13.49
5273	MAINT-VEHICLES	SPRING ALIGN OF PALATINE INC.	REAR SPRINGS 326	1,119.44
5219	OTHER PROFESSIONAL SVCS	ALPINE AUTOMOTIVE INC.	TOW 114'	121.00
5326	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER - SPRINGFIELD	ARM REST 322	76.87
5342	FUELS	ARLINGTON POWER EQUIPMENT INC.	FUEL	13.98
5328	OTHER MAINT PARTS&SUPPLY	TERMINAL SUPPLY INC	RELAYS	139.03
5326	AUTO PARTS & SUPPLIES	PRECISION SERVICE & PARTS, INC	ABS SENSOR 331	34.41
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	ROTORS 119	247.54
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	SHOCKS 3242	106.78
5326	AUTO PARTS & SUPPLIES	R.A. ADAMS ENTERPRISES, INC.	CREDIT	(45.69)
5326	AUTO PARTS & SUPPLIES	GLOBAL EMERGENCY PRODUCTS INC.	TRANS COOLER 3211	1,374.71
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	LIGHTS 326	165.44
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	CREDIT - BATTERY	(102.00)
5346	LUBRICANTS & FLUIDS	NAPA AUTO PARTS	BRAKE FLUID 331	7.99
5326	AUTO PARTS & SUPPLIES	PRECISION SERVICE & PARTS, INC	BRAKE PADS 331	51.39
5346	LUBRICANTS & FLUIDS	NAPA AUTO PARTS	BRAKE FLUID 331	7.99
5346	LUBRICANTS & FLUIDS	NAPA AUTO PARTS	COOLANT FLUSH	9.98
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	FILTERS	65.04
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE HOSE 331	29.37
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	TPMS BAND	30.38
5273	MAINT-VEHICLES	WAUCONDA BOAT INC.	FIRE BOAT REPAIRS	272.95
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	SPEED SENSOR 331	98.23
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	PLUGS 118	38.07
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	LIGHT SOCKET 118	9.54
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE PADS 331	153.57
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BANJO BOLT 331	8.19
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	ROTORS 331	116.66
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CALIPERS 331	148.44
5327	EQUIP MAINT PART&SUPPLIES	R.A. ADAMS ENTERPRISES, INC.	GRAB HOOK LOADER	14.21
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	HEADLIGHT 108	11.38
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	BATTERIES 3242	582.45
5327	EQUIP MAINT PART&SUPPLIES	R.A. ADAMS ENTERPRISES, INC.	BEARINGS #13	134.62
5327	EQUIP MAINT PART&SUPPLIES	R.A. ADAMS ENTERPRISES, INC.	TRAILER BRAKES#13	543.90
5328	OTHER MAINT PARTS&SUPPLY	LAWSON PRODUCTS INC.	HARDWARE	1,142.33
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	30.63
5327	EQUIP MAINT PART&SUPPLIES	SEWER EQUIPMENT CO OF AMERICA	PUMP PARTS RODDER	764.78
5219	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC AUTO & TRUCK R	SAFETY INSPECTIONS	77.00
5326	AUTO PARTS & SUPPLIES	ADAMS STEEL SERVICE INC.	STEEL 321	92.50
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CREDIT - SPD SENSOR	(64.01)
5327	EQUIP MAINT PART&SUPPLIES	FASTENAL COMPANY	ROUND STOCK PD BOAT	5.63
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	CREDIT - BATTERY	(22.00)
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	MASTER CAP 331	10.99
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	CREDIT - BATTERY	(44.00)
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	CREDIT - BATTERY	(15.00)
5327	EQUIP MAINT PART&SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	CREDIT-BATTERY	(44.00)
Program Total				44,310.48

**Program: 10148082 -ECONOMIC DEVELOPMENT**

5417	SALES TAX REBATES	MIDWEST MOTORS INC	QTR 1 2014 SSALES TAX REB	3,305.43
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<b>Program: 10167001 -PARK &amp; REC ADMIN</b>				
5274	MAINT-EQUIPMENT	INSIGHT PUBLIC SECTOR, INC	COUPLER	7.14
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	0.23
<b>Program Total</b>				<b>3,305.43</b>
<b>Program: 10167920 -SPECIAL RECREATION</b>				
5242	SRA PROGRAMS	HACIENDA LANDSCAPING, INC	FINAL PAYOUT-PAULUS PARK	7,088.75
5242	SRA PROGRAMS	HACIENDA LANDSCAPING, INC	PAULUS PARK PLAYGROUND PR	8,292.37
<b>Program Total</b>				<b>15,381.12</b>
<b>Program: 10167935 -DANCE</b>				
5359	OTHER SUPPLIES	PETTY CASH - FINANCE	COSTUMES	14.11
5359	OTHER SUPPLIES	JOHNSON, MOLLEE	DANCE RECITAL COSTUME ORD	86.98
5361	PROGRAM SUPPLIES	JOHNSON, MOLLEE	DANCE CAR DECALS	80.00
5359	OTHER SUPPLIES	PETTY CASH - FINANCE	COSTUME SUPPLIES	5.43
<b>Program Total</b>				<b>186.52</b>
<b>Program: 10167945 -YOUTH PROGRAMS</b>				
5241	PROGRAM SVCS	PROGRAM TO LEARN INC	COMPUTER GAME DESIGN-CONT	912.00
<b>Program Total</b>				<b>912.00</b>
<b>Program: 10167960 -CAMPS</b>				
5361	PROGRAM SUPPLIES	PETTY CASH - FINANCE	CRAFT-PRINCESS CAMP	11.38
<b>Program Total</b>				<b>11.38</b>
<b>Program: 10167965 -ATHLETICS</b>				
5241	PROGRAM SVCS	MORETTI, KATE	WINTER 1 & 2, 20014	1,508.50
5241	PROGRAM SVCS	MIDWEST TENNIS PROGRAM, LLC	TENNIS INSTRUCTION-WINTER	556.00
5241	PROGRAM SVCS	LAKE ZURICH SCHOOL DISTRICT 95	SARAH ADAMS GYM RENTAL-MA	1,175.00
<b>Program Total</b>				<b>3,239.50</b>
<b>Program: 10167975 -SPECIAL INTEREST &amp; EVENTS</b>				
5361	PROGRAM SUPPLIES	CAPITAL ONE NATIONAL ASSOCIATION FOOD FOR ARBOR DAY 4/19/1		61.05
<b>Program Total</b>				<b>61.05</b>
<b>Fund Total</b>				<b>156,039.02</b>

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**Fund: 202 - MOTOR FUEL TAX**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
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**Program: 20236045 -SNOW AND ICE CONTROL**

5345	SALT & DEICING SUPPLIES	SICALCO LTD	LIQUID DEICER	2,302.77
<u>Program Total</u>				<u>2,302.77</u>

**Program: 20236046 -STREET/TRAFFIC LIGHTS**

5261	MAINT-STREETS	IL DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINTENANC	9,941.34
5311	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	1,653.29
5311	ELECTRICITY	COMMONWEALTH EDISON	CLAIRVIEW STREETLIGHT ELE	27.96
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	STREETLIGHT ELECTRIC	10,153.22
<u>Program Total</u>				<u>21,775.81</u>

Fund Total	24,078.58
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**Fund: 401 - CAPITAL PROJECT**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 40125001 -CIP - FIRE/RESCUE - ADMIN</b>				
5550	MACHINERY & EQUIPMENT	A-1 AIR COMPRESSOR CORP	AIR COMPRESSOR	4,708.00
<u>Program Total</u>				<u>4,708.00</u>
<b>Program: 40136041 -FORESTRY</b>				
5520	LAND IMPROVEMENTS	ARTE VERDE GARDEN CNTR & LANDSC	TREE PLANTING BID	11,560.00
5520	LAND IMPROVEMENTS	MC GINTY BROTHERS INC.	TREE REMOVAL CONTR	1,333.00
<u>Program Total</u>				<u>12,893.00</u>
<b>Program: 40136043 -CIP - MUNICIPAL PROPERTY</b>				
5530	BLDG & BLDG IMPROVEMENTS	PRECISION LOCK & SAFE, INC	VILLAGE MANAGER OFFICE KE	92.00
<u>Program Total</u>				<u>92.00</u>
<b>Fund Total</b>				<b>17,693.00</b>

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**Fund: 402 - PARK IMPROVEMENT**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 40267900 -PARK IMP</b>				
5520	LAND IMPROVEMENTS	HACIENDA LANDSCAPING, INC	PAULUS PARK PLAYGROUND PR	24,877.13
5530	BLDG & BLDG IMPROVEMENTS	INSIGHT PUBLIC SECTOR, INC	HARDWARE SUPPLIES-PAULUS	525.93
5520	LAND IMPROVEMENTS	COMMERCIAL RECREATION SPECIALIS	BEACH AMENITIES-INFLATABL	8,435.00
5520	LAND IMPROVEMENTS	HACIENDA LANDSCAPING, INC	FINAL PAYOUT-PAULUS PARK	21,266.25
<u>Program Total</u>				<u>55,104.31</u>

Fund Total	55,104.31
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**Fund: 405 - NHRST CAPITAL PROJECTS**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 40536044 -NHR PW ROW</b>				
5343	CONCRETE & ASPHALT	GESKE & SONS INC	BLACKTOP PATCH	920.70
5343	CONCRETE & ASPHALT	SPRUCE LAKE SAND & GRAVEL	CONCRETE	15.00
<u>Program Total</u>				<u>935.70</u>
<b>Program: 40536047 -NHR PW STORM WATER CTRL</b>				
5540	INFRASTRUCTURE IMPROVEMT	HOME DEPOT CREDIT SERVICES	STORM SEWER PIPE REPAIR	13.36
5550	MACHINERY & EQUIPMENT	XYLEM	SATELLITE TELEMTRY SYSTE	4,171.30
<u>Program Total</u>				<u>4,184.66</u>
<b>Fund Total</b>				<b>5,120.36</b>

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**Fund: 410 - TIF REDEVELOPMENT**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
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**Program: 41036043 -TIF - PW - CIP - PROPERTY**

5520	LAND IMPROVEMENTS	LANGOS CORPORATION	DEMOLITION OF 20 SOUTH OL	13,780.00
			<u>Program Total</u>	<u>13,780.00</u>

Fund Total	13,780.00
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**Fund: 501 - WATER/SEWER**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 501 -WATER/SEWER</b>				
2037	EMPLOYER-UNDIST LIFE	UNITED HEALTHCARE INSURANCE CO.	LIFE INS (APRIL)	112.64
<b>Program Total</b>				<b>112.64</b>
<b>Program: 50156001 -UTILITIES-ADMIN</b>				
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	38.41
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS/MATS	35.55
5570	CAPITAL LEASE	US BANK NATIONAL ASSOC.	COPIER LEASE	40.30
5155	MEMBERSHIPS & SUBSCRIP	JULIE INC.	QUARTERLY PYMT 4-20	1,952.89
5313	TELEPHONE	CALL ONE	ANALOG LINES - APRIL	111.53
5314	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONES	252.23
<b>Program Total</b>				<b>2,430.91</b>
<b>Program: 50156054 -WATER PROD/STORAGE</b>				
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT CREDIT SERVICES	DRYWALL	6.41
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	3,906.96
5289	WATER SAMPLE ANALYSIS	SUBURBAN LABORATORIES, INC.	LAB ANAYSIS/WATER	189.50
5530	BLDG & BLDG IMPROVEMENTS	GRAINGER	STRUCTURAL FITTING	34.84
5550	MACHINERY & EQUIPMENT	SMITH ECOLOGICAL SYSTEMS COMPA	ESTIMATED UPS GROUND SHIP	305.00
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	3,466.13
5312	NATURAL GAS	NICOR GAS	WELL 7	631.37
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	3,727.04
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	3,819.28
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	2,790.54
5341	CHEMICALS	MORTON SALT, INC	BULK WATER CONDITIONING R	2,020.36
5341	CHEMICALS	U S A BLUEBOOK	RED-B-GONE 6OZ (48)	317.90
5550	MACHINERY & EQUIPMENT	SMITH ECOLOGICAL SYSTEMS COMPA	FORCE FLOW 4D150-2 DUAL C	8,424.92
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/WELLS	1,184.79
5359	OTHER SUPPLIES	AIRGAS USA, LLC	CUTTING TORCHES	48.21
5550	MACHINERY & EQUIPMENT	SMITH ECOLOGICAL SYSTEMS COMPA	4-20MA OPTION (2) MA150 P	6,000.00
5327	EQUIP MAINT PART&SUPPLIES	SMITH ECOLOGICAL SYSTEMS COMPA	ASSORTED PARTS & SHIPPING	8,375.30
5341	CHEMICALS	MORTON SALT, INC	BULK WATER CONDITIONING R	2,027.85
<b>Program Total</b>				<b>47,276.40</b>
<b>Program: 50156055 -WATER DISTRIBUTION</b>				
5358	SAFETY SUPPLIES	GRAINGER	DISPOSABLE EAR PLUGS 200P	42.53
5327	EQUIP MAINT PART&SUPPLIES	JOSEPH D FOREMAN COMPANY	VARIOUS B-BOX REPAIR PART	475.50
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SUNNY DELUX GRASS SEED	165.00
5540	INFRASTRUCTURE IMPROVEMT	BOLDER CONTRACTORS, INC	PINE AVE WATER MAIN CONST	48,209.25
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED AIDE	106.62
<b>Program Total</b>				<b>48,998.90</b>
<b>Program: 50156066 -LIFT STATIONS</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	CHURCH ST LIFT STATION	258.16
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	1,465.87
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	70.39
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	1,008.15
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	188.28

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**Fund: 501 - WATER/SEWER**

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5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	93.57
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	68.20
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	51.08
5311	ELECTRICITY	COMMONWEALTH EDISON	MIDLOTHIAN SEWER FLOW MET	29.84
5311	ELECTRICITY	COMMONWEALTH EDISON	3/12/14 TO 4/9/14VACUUM P	67.84
5311	ELECTRICITY	COMMONWEALTH EDISON	FLOW CONTROL STRUCTURE	81.05
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	319.99
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	137.77
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	77.80
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	60.29
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	ELECTRICITY/LIFT & PUMP S	36.21
<u>Program Total</u>				<u>4,014.49</u>

**Program: 50156067 -COLLECTION SYSTEM**

5550	MACHINERY & EQUIPMENT	U S A BLUEBOOK	6' LIGHTWEIGHT POLE	39.90
<u>Program Total</u>				<u>39.90</u>

<b>Fund Total</b>	<b>102,873.24</b>
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**Fund: 601 - MEDICAL SELF INSURANCE**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 60112010 -MEDICAL SELF INS FUND</b>				
5218	MEDICAL ADMINISTRATION FE	EMPLOYEE BENEFITS CORPORATION	HRA ADMIN FEES	50.00
5218	MEDICAL ADMINISTRATION FE	EMPLOYEE BENEFITS CORPORATION	COBRA ADMIN FEES	135.85
5233	MEDICAL CLAIM PAYMENTS	HOLDEN, JEREMY	EYE EXAM REIMB	120.00
5218	MEDICAL ADMINISTRATION FE	EMPLOYEE BENEFITS CORPORATION	PLAN ADMIN FEES	170.00
<u>Program Total</u>				<u>475.85</u>

Fund Total	475.85
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**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Warrant Date: 5/05/2014**

Report Run Date: 4/30/2014  
Time: 12:16PM

**Fund: 603 - RISK MANAGEMENT INS**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
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**Program: 60312010 -RISK MANAGEMENT INS FUND**

5222	INSURANCE CLAIMS	I R M A	CLOSE CLAIM 156084-01	7,500.00
5222	INSURANCE CLAIMS	I R M A	FEB DEDUCTIBLE	1,595.31
<b>Program Total</b>				<b>9,095.31</b>

<b>Fund Total</b>	<b>9,095.31</b>
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**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Warrant Date: 5/05/2014**

Report Run Date: 4/30/2014  
Time: 12:16PM

**Fund: 710 - PERFORMANCE ESCROW**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 710 -PERFORMANCE ESCROW</b>				
2501	BUILDING DEPOSITS	PERMA-SEAL BASEMENT SYSTEMS, IN	BLD REF-1244 KYLEMORE	50.00
2501	BUILDING DEPOSITS	EXTERIORS BY DESIGN CONSTRUCTIO	BLD REF-599 S COUNTRY	100.00
2501	BUILDING DEPOSITS	PROLINE EXTERIORS INC.	BLD REF-806 INTERLAKE	100.00
2501	BUILDING DEPOSITS	ZUKOWSKI, KATARZYNA	BLD REF-1290 LEXINGTO	100.00
2523	SIDEWALK ESCROW	CHICAGO DRIVE-INNS LLC	REFUND SIDEWALK ESCROW	1,989.00
2501	BUILDING DEPOSITS	ALBAR PRODUCTS	BLD REF-610 BURR OAK	100.00
2501	BUILDING DEPOSITS	CLIMATE GUARD	BLD REF-940 SANDLEWOO	100.00
2501	BUILDING DEPOSITS	GUERRA, DAVID	BLD REF-337 N PRAIRIE	50.00
2501	BUILDING DEPOSITS	AHRENS & CONDILL	BLD REF-1047 CORMAR D	100.00
2501	BUILDING DEPOSITS	CHAMPION WINDOW COMPANY	BLD REF-267 WASHO DR	100.00
2501	BUILDING DEPOSITS	RENEWAL BY ANDERSEN	BLD REF-3 MARIA CT	50.00
2501	BUILDING DEPOSITS	MILLER, PAUL	BLD REF-830 SPRING CT	100.00
2501	BUILDING DEPOSITS	GRECO ELECTRIC	BLD REF-450 ENTERPRIS	50.00
2501	BUILDING DEPOSITS	STRATTON, GREGORY	BLD REF-1269 BERKSHIR	100.00
2501	BUILDING DEPOSITS	HAUGER, JOHN	BLD REF-825 THORNDALE	100.00
2501	BUILDING DEPOSITS	TRACY LEAH DESIGN LLC	BLD REF-1156 BERKSHIR	100.00
2523	SIDEWALK ESCROW	TITLE SERVICES INC.	REFUND SIDEWALK ESCROW	8,750.00
<u>Program Total</u>				<u>12,039.00</u>

Fund Total	12,039.00
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**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Warrant Date: 5/05/2014**

Report Run Date: 4/30/2014  
Time: 12:16PM

**Fund: 720 - PAYROLL CLEARING**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
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**Program: 720 -PAYROLL CLEARING**

2043	LIFE INS DED	UNITED HEALTHCARE INSURANCE CO.	LIFE INS (APRIL)	1,708.34
2039	100% EE COVERED BENEFITS	UNITED HEALTHCARE INSURANCE CO.	DENTAL ADJ (MAR-APR)	142.90
<b>Program Total</b>				<b>1,851.24</b>

<b>Fund Total</b>	<b>1,851.24</b>
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# YTD Vendor Payments

Date: 4/30/2014

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
13912	A-1 AIR COMPRESSOR CORP	4,708.00	4,708.00
995	ADAMS STEEL SERVICE INC.	92.50	6,052.60
32041	ADVOCATE OCCUPATIONAL HEALTH	1,009.00	4,861.00
2126	AHRENS & CONDILL	100.00	150.00
2451	AIR ONE EQUIPMENT	570.00	7,850.00
2460	AIRGAS USA, LLC	144.59	998.05
99203	ALBAR PRODUCTS	100.00	100.00
3521	ALPINE AUTOMOTIVE INC.	121.00	1,550.22
4045	ANDERSON, DAVID	776.33	798.82
5104	ARLINGTON POWER EQUIPMENT INC.	13.98	1,953.47
5260	ARTE VERDE GARDEN CNTR & LANDSCAPIN	11,560.00	17,918.00
3683	AT & T	8,314.84	96,403.52
64871	ATRIUM GARDEN CENTER	1,039.97	1,759.95
8415	BAXTER & WOODMAN	355.50	80,189.28
8390	BCB GROUP, INC	11.99	1,425.57
99971	BEHRENS, JUSTIN	10.00	10.00
8850	BELL FUELS INC.	18,543.91	387,963.33
9175	BERLAND'S HOUSE OF TOOLS	240.94	794.67
9219	BEST QUALITY CLEANING INC.	4,200.00	55,739.00
10174	BOLDER CONTRACTORS, INC	48,209.25	448,652.00
11190	BROWN, RANDALL L.	6,697.10	36,664.10
11505	BUILDING & FIRE CODE ACADEMY	750.00	1,260.00
11810	BUSHNELL INC.	33.63	856.04
15620	C O P S TESTING SERVICE INC.	160.00	1,600.00
12503	CALL ONE	2,236.72	30,878.78
12797	CAPITAL ONE NATIONAL ASSOCIATION	61.05	9,984.64
15280	CDW GOVERNMENT INC.	1,400.69	16,875.17
13593	CHAMPION WINDOW COMPANY	100.00	250.00
13903	CHICAGO DRIVE-INNS LLC	1,989.00	1,989.00
14252	CINTAS CORPORATION LOC. 355	415.08	7,605.69
14645	CLARK BAIRD SMITH LLP	10,545.00	44,431.25
99970	CLIMATE GUARD	100.00	200.00
25105	CMS SAFETY INSTITUTE, INC	1,163.42	6,407.13
15269	COMMERCIAL RECREATION SPECIALISTS	8,435.00	8,435.00
15271	COMMONWEALTH EDISON	2,637.61	22,479.94
15390	CONSERV FARM SUPPLY	1,096.62	9,194.33
26590	CONSTELLATION NEW ENERGY, INC.	32,625.56	435,562.77
16070	CRESCENT ELECTRIC SUPPLY CO.	818.62	4,722.83
16212	CROWN TROPHY	45.00	460.50
16570	CUTLER HARDWARE/WORKWEAR	152.96	3,837.12
18463	DIESEL POWER EQUIPMENT CO	2,238.30	2,238.30
18805	DOCUMENT IMAGING DIMENSIONS	34.00	3,052.04
18975	DON'S WELDING & FABRICATING	20.00	2,323.00
20820	ECHO INC.	10.14	446.52
23225	ELEGANT EMBROIDERY/MELON INK	15.00	9,140.42
23830	EMPLOYEE BENEFITS CORPORATION	355.85	5,793.05
24050	ENTENMANN-ROVIN COMPANY	58.50	1,339.50
99977	EXTERIORS BY DESIGN CONSTRUCTION	100.00	100.00

## YTD Vendor Payments

Date: 4/30/2014

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
27515	FASTENAL COMPANY	145.61	3,843.20
30240	GALL'S INC.	872.45	21,838.05
80863	GESKE & SONS INC	920.70	25,512.95
30953	GLOBAL EMERGENCY PRODUCTS INC.	1,374.71	23,638.82
96120	GRAINGER	591.26	9,659.20
32625	GRECO ELECTRIC	1,434.00	3,270.48
99976	GUERRA, DAVID	50.00	50.00
33692	HACIENDA LANDSCAPING, INC	61,524.50	82,850.00
34698	HARRISONVILLE TELEPHONE COMPANY	5.21	5.21
35035	HAUGER, JOHN	100.00	1,527.00
77315	HENRY SCHEIN EMS	790.50	15,818.45
36950	HOLDEN, JEREMY	120.00	120.00
37025	HOME DEPOT CREDIT SERVICES	575.33	27,367.00
38435	HUTTON COMMUNICATIONS	40.62	422.42
43110	I R M A	9,095.31	743,664.25
39720	IL DEPARTMENT OF TRANSPORTATION	9,941.34	44,536.12
41786	IL FIRE INSPECTORS ASSOCIATION	75.00	1,215.00
42369	INSIGHT PUBLIC SECTOR, INC	2,068.85	20,220.14
42392	INTERNATIONAL FIRE EQUIPMENT	13.76	5,844.71
47670	J U L I E INC.	1,952.89	9,401.00
46893	JOHNSON, MOLLEE	166.98	166.98
47400	JOSEPH D FOREMAN COMPANY	475.50	7,677.10
48990	KGM PLUMBING, INC	3,130.00	4,420.00
51268	LAKE ZURICH FOREIGN FIRE FUND	300.00	300.00
51263	LAKE ZURICH SCHOOL DISTRICT 95	1,175.00	352,108.50
51432	LANGOS CORPORATION	13,780.00	164,870.00
51730	LAWSON PRODUCTS INC.	1,142.33	10,534.78
55850	MC GINTY BROTHERS INC.	5,683.00	63,059.00
56797	METROPOLITAN FIRE CHIEFS ASSN.	80.00	160.00
57017	MICROSYSTEMS INC.	160.47	1,382.47
57036	MIDWEST MOTORS INC	3,305.43	19,626.03
76850	MIDWEST TENNIS PROGRAM, LLC	556.00	19,827.66
57095	MIKE'S TOWING, INC AUTO & TRUCK REP	128.00	2,725.00
99973	MILLER, PAUL	100.00	100.00
58049	MODULARIS, INC	3,979.96	20,264.76
58240	MORETTI, KATE	1,508.50	4,568.00
58269	MORTON SALT, INC	4,048.21	216,190.35
30950	MUNICIPAL EMERGENCY SERVICES, INC	2,026.78	17,823.42
59770	NAPA AUTO PARTS	1,364.14	22,207.29
59907	NC INC.	200.72	2,724.38
60747	NI GOVERNMENT SERVICES, INC	25.28	355.36
61214	NICOR GAS	1,779.05	56,430.24
61224	NORTHWEST COMMUNITY HOSPITAL EMS	390.00	5,996.42
66520	O'REILLY AUTOMOTIVE STORES, INC	464.57	13,429.87
68771	PADDOCK PUBLICATIONS INC.	120.25	1,632.00
99514	PERMA-SEAL BASEMENT SYSTEMS, INC	50.00	250.00
70035	PERSONNEL STRATEGIES, LLC	500.00	5,000.00
70251	PETTY CASH - BLDG & ZONING	143.00	282.83

# YTD Vendor Payments

Date: 4/30/2014

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
70250	PETTY CASH - FINANCE	280.92	1,164.05
70254	PETTY CASH - POLICE DEPARTMENT	183.11	183.11
70901	PITNEY BOWES - LEASE	59.00	767.00
2140	PRECISION LOCK & SAFE, INC	92.00	978.00
71753	PRECISION SERVICE & PARTS, INC	85.80	8,151.51
71039	PROGRAM TO LEARN INC	912.00	1,748.00
71989	PROLINE EXTERIORS INC.	100.00	500.00
71987	PROMOS 911 INC.	2,352.35	7,167.51
72060	PUBLIC GRANTS TRAINING INITIATIVES	415.00	415.00
72990	QWURK COMMUNICATIONS CORP	1,362.00	1,362.00
73175	R.A. ADAMS ENTERPRISES, INC.	647.04	23,747.40
73203	RACEWAY CAR WASH INC	89.95	1,997.95
73230	RAINBOW COLLISION CENTER	11,791.92	16,933.92
73540	RAY O'HERRON COMPANY INC.	1,102.44	9,838.34
99564	RENEWAL BY ANDERSEN	50.00	100.00
75550	ROLF CAMPBELL & ASSOCIATES	1,346.25	2,382.50
76143	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	490.14	19,463.63
76346	RUSH TRUCK CENTER - SPRINGFIELD	76.87	5,967.06
78180	SEWER EQUIPMENT CO OF AMERICA	2,616.52	3,694.69
78543	SHERWIN INDUSTRIES INC.	490.00	18,678.35
72939	SICALCO LTD	2,302.77	9,518.97
79037	SIGN LAB	2,200.00	3,729.50
80025	SMITH ECOLOGICAL SYSTEMS COMPANY	23,105.22	23,750.22
80790	SPRING ALIGN OF PALATINE INC.	1,985.17	5,282.41
80799	SPRUCE LAKE SAND & GRAVEL	15.00	270.00
81015	STANARD & ASSOCIATES INC.	1,762.00	1,762.00
37050	STANLEY SECURITY SOLUTIONS	4,385.00	14,828.78
81070	STAPLES BUSINESS ADVANTAGE	619.04	8,157.49
99972	STRATTON, GREGORY	100.00	100.00
82073	SUBURBAN LABORATORIES, INC.	189.50	6,720.50
70839	SUSAN R. PILAR CSR	150.00	2,287.50
83720	TERMINAL SUPPLY INC	139.03	1,644.88
84200	THOMPSON ELEVATOR INSP SERVICE	86.00	6,791.00
84455	TITLE SERVICES INC.	8,750.00	8,750.00
84885	TODAY'S UNIFORMS INC.	341.55	5,150.06
99974	TRACY LEAH DESIGN LLC	100.00	100.00
88845	U S A BLUEBOOK	357.80	2,938.42
88131	UNITED HEALTHCARE INSURANCE CO.	3,259.27	2,050,189.02
88855	US BANK NATIONAL ASSOC.	1,265.25	16,725.29
90050	VERIZON WIRELESS LLC	1,778.72	24,589.87
92580	WAUCONDA BOAT INC.	308.94	2,031.13
93160	WEST PUBLISHING GROUP	144.32	2,950.08
93900	WICKSTROM FORD	785.50	6,746.74
96500	XYLEM	4,171.30	4,171.30
98600	ZEP SALES & SERVICE INC.	88.36	2,505.29
98905	ZUKOWSKI ROGERS FLOOD MC ARDLE	2,225.00	10,492.63
99975	ZUKOWSKI, KATARZYNA	100.00	100.00

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## YTD Vendor Payments

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Date: 4/30/2014

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
<u>Report Total:</u>		<u>398,149.91</u>	



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**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**Manual Checks 4-18-14 thru 04-30-14**

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97280	LUIS ALBARRAN	04/28/2014	6,666.67
97281	ARTHUR, JAMES	04/28/2014	50.00
97282	COMCAST CABLE	04/28/2014	291.31
97283	COMCAST CABLE	04/28/2014	518.29
97284	GRYPHON TRAINING GROUP INC	04/28/2014	145.00
97285	IL FIRE CHIEFS ASSOCIATION	04/28/2014	250.00
97286	INTIME SERVICES INC	04/28/2014	4,380.00
97287	IPAC	04/28/2014	125.00
97288	JKD REMODELING	04/28/2014	50.00
97289	KOSCIALNIAK, ANNA	04/28/2014	7.10
97290	NORTHERN IL POLICE ALARM SYSTEM	04/28/2014	75.00
97291	STONE, JOSEPH	04/28/2014	50.00
97292	SULABH, SHARMA	04/28/2014	50.00
97293	SUNGARD PUBLIC SECTOR	04/28/2014	11,222.00
97294	UNITED HEALTHCARE INSURANCE CO	04/28/2014	171,402.39
97295	WOOLEY, SHERRI	04/28/2014	20.00
WT000154	AFLAC INC	04/18/2014	11,331.12

**Report Total:**      \$ 206,633.88

**Community Services Dept.**

- Building & Zoning
- Public Works

505 Telser Road  
Lake Zurich, IL 60047



**AGENDA ITEM**

**8B**

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: [www.LakeZurich.org](http://www.LakeZurich.org)

**MEMORANDUM**

Date: April 28, 2014

To: Jason T. Slowinski, Village Manager

From: Sam Hubbard, Village Planner

Cc: Michael J. Earl, Director of Community Services  
Daniel A. Peterson, Manager of Building and Zoning

Subject: Zoning Application for a Special Use Permit to allow Outdoor Seating at the proposed El Jardín Restaurant located at 500 Ela Road.

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**Issue:** Lawrence Ruiz (the "Applicant") is the lessee of property located at 500 Ela Rd and has submitted a zoning application for approval of:

1. A Special Use Permit for Outdoor Seating Accessory to a Permitted Eating Place.

Approval of this application will allow the Applicant to occupy the vacant restaurant building located at 500 Ela Road, and utilize the existing deck for outdoor dining. This application has been heard by the Plan Commission, which has forwarded a unanimous recommendation of approval to the Village Board. The application is now before the Village Board for final approval.

**Analysis:** The Plan Commission conducted a public hearing on January 15, 2014, to consider the application and all of the facts and circumstances affecting the application, including the staff report and recommendations. After some discussion, the Plan Commission voted 8-0 in favor of recommending approval of the application. They did not attach any conditions relative to their approval.

**Recommendation:** Staff concurs with the recommendation by the Plan Commission and recommends approval of the attached ordinance. Approval of this application will result in the re-occupancy of a vacant space and will provide the residents of Lake Zurich another opportunity for outdoor dining.

w/ Attachments:

1. Approval Ordinance (including the Staff Report from the 4/21/14 Plan Commission Meeting as an exhibit)

2. Location Map
3. Cover Letter to Plan Commission
4. Village Review comments from:
  - a. Zoning, dated 4/8/2014
  - b. Public Works, dated 4/2/2014
  - c. Fire Department, dated 3/25/2014
  - d. Police Department, dated 3/31/2014

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE APPROVING AND GRANTING SPECIAL USE PERMIT FOR  
OUTDOOR SEATING ACCESSORY TO A PERMITTED EATING PLACE**

FOR 500 Ela Rd  
(El Jardín Restaurant)

WHEREAS, Lawrence Ruiz (the "*Applicant*"), is proposing outdoor seating for the property being leased by Applicant located at 500 Ela Road, in the Village of Lake Zurich, legally described in **Exhibit A** (the "*Subject Property*"); and

WHEREAS, Applicant filed his application with the Village on March 19, 2014, (the "*Application*") as Application PC 2014-04 #1, seeking approval and the grant of a special use permit for outdoor seating accessory to a permitted eating place under the current Zoning Ordinance of the Village of Lake Zurich (the "*Code*"), Subchapter 4-103.C.10, which classifies this use as a special use within a Business Zoning District; and

WHEREAS, the Subject Property involved in this Application is currently located within and classified under the Code as within the B-1 Local & Community Business District; and

WHEREAS, pursuant to proper notice, the Lake Zurich Plan Commission conducted a public hearing on April 16, 2014, to consider the Applicant's request for a special use for this activity and to consider all of the applicable factors required under Subchapter 19-103 of the Code, and, after the conclusion of the public meeting, the Plan Commission recommended that the Board of Trustees approve the grant of this special use permit; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich considered the findings and recommendations of the Plan Commission as set forth in the April 11, 2014 Staff Report and Exhibits thereto (included as **Exhibit B**), in particular Exhibit C of the Staff Report expressly setting forth the findings of the Plan Commission, and considered all of the facts and circumstances affecting the application and special use standards, and the President and Board of Trustees have determined that the applicable standards set forth in Chapter 19 of the Code, particularly Subchapter 19-103 "STANDARDS FOR SPECIAL USE PERMITS", related to the approval and grant of a special use, have been met.

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

**SECTION 1: RECITALS.** The foregoing recitals are hereby incorporated herein as the findings of the President and Board of Trustees which further find that this proposed use at this location is desirable and will provide a needed public service for the community, that this location and space is well-suited for this proposed use and that this use at this location will be operated to minimize any adverse affects on the immediate vicinity.

**SECTION 2: GRANT OF SPECIAL USE PERMIT.** The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 19 of the Lake Zurich Zoning Code, hereby approve and grant a special use permit to the applicant at the approved location for "Outdoor Seating accessory to Permitted Eating Places" as provided in the Village Code. Approval of this special use permit is subject to the following specific conditions:

- A. *No Authorization of Work.* This Ordinance does not authorize commencement of any work on the Subject Property. Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Subject Property pursuant to the approvals granted in this Ordinance until any conditions precedent set forth in this Ordinance to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.
- B. *Code and Legal Compliance.* The Subject Property must be developed and maintained in compliance with all applicable federal, state, and local ordinances and regulations, including without limitation the Village's Building Code and Zoning Code.
- C. *Building Permits.* Prior to commencing any work on the Subject Property, the Owner must submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials should be prepared in compliance with all applicable Village codes and ordinances.

**SECTION 3: VIOLATION OF CONDITION OR CODE.** Any violation of any term or condition stated in this Ordinance or any applicable code, ordinance, or regulation of the Village will be grounds for the rescission of the approvals made in this Ordinance. Other than as stated herein, applicant remains subject to all other applicable Codes and requirements of the Village of Lake Zurich.

**SECTION 4: EFFECTIVE DATE.** This ordinance shall be in full force and effect from and after its adoption as provided by law.

**SECTION 5: CONFLICTS.** Any and all ordinances, sections or subsections of ordinances in conflict herewith are hereby repealed.

**SECTION 6: SEVERABILITY.** In the event any part or parts of this Ordinance shall be found to be unconstitutional by a court of competent jurisdiction, such unconstitutionality shall not affect the validity of the remaining parts of this Ordinance.

PASSED this \_\_\_\_ day of \_\_\_\_\_ 2014.

AYES:

NAYS:

ABSENT:

APPROVED this \_\_\_\_ day of \_\_\_\_\_ 2014.

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Tom Poynton  
Mayor

ATTEST:

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Kathleen Johnson,  
Village Clerk

## **Exhibit A**

### **Legal Description of Subject Property**

13 & 14 (EXCEPT THE EAST 15 FEET OF LOTS 13 & 14), IN HENRY G. HILLMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1902 AS DOCUMENT NO. 85645, IN BOOK "E" OF PLATS, PAGE 79, IN LAKE COUNTY, ILLINOIS.

ALSO EXCEPTING THE WEST 7.0 FEET OF LOTS 1,2,13 & 14, DEDICATION OF RIGHT-OF-WAY, RECORDED NOVEMBER 1, 1960, AS DOCUMENT NO. 1088079.

ALSO EXCEPTING THAT PART OF LOTS 1, 2 & 3, CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, RECORDED JANUARY 5, 2004, AS WARRANTY DEED, DOCUMENT NO. 5469828.

NET AREA IS; 0.74 ACRES (32,203 SQ. FT.)

## **Exhibit B**

April 11, 2014 STAFF REPORT, consisting of 7 pages, along with the additions, changes and modifications to said STAFF REPORT adopted by the Plan Commission in its one page written approval, all consisting of 8 pages.

**APPLICATION PC 2014-04 #1**

**AGENDA ITEM 3A**

**Community Services  
Dept.**

- Building & Zoning
- Public Works

505 Telser Road  
Lake Zurich, IL 60047



Phone: (847) 540-1696  
Fax: (847) 726-2182  
Web:  
[www.LakeZurich.org](http://www.LakeZurich.org)

### **STAFF REPORT**

To: Chairperson Jackson and Members of the Plan Commission

From: Sam Hubbard, Village Planner

CC: Daniel A. Peterson, Manager of Building & Zoning

Date: April 11, 2014

Re: **PC 2014-04 #1 Zoning Application for El Jardín, 500 Ela Rd.**

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**Summary:** Lawrence Ruiz (the "*Applicant*") is part owner of El Jardín, a proposed restaurant to be located at 500 Ela Road legally described in **Exhibit A** attached hereto (the "Subject Property"). The Applicant filed an application with the Village of Lake Zurich dated March 18, 2014 (the "*Application*") seeking the following approvals:

- (i) Special Use Permit approval for Outdoor Seating accessory to a Permitted Eating Place.

The Subject Property is within the Village's B-1 Local & Community Business District.



Pursuant to public notice published in the *Lake Zurich Courier* on March 27, 2014, a public hearing was scheduled with the Lake Zurich Plan Commission on April 16, 2014, to consider the Application. The Village posted a public hearing sign on the Subject Property (**Exhibit B**).

**Preliminary Findings:** The Applicant has proposed the establishment of a Mexican restaurant on the Subject Property, with outdoor seating to occur on the existing deck attached to the east side of the building. The Subject Property has previously been used as a restaurant by several former tenants, many of whom have also used the existing deck for outdoor seating.

There are two methods to allow outdoor seating accessory to a permitted eating place:

- 1) Annually through a temporary use permit (yearly fee).
- 2) Permanently through a Special Use Permit (one-time fee).

The most recent application for a Special Use Permit to allow outdoor seating was granted to Beelows Steakhouse in 2011. The former tenant on the Subject Property, the Menalon restaurant, obtained their outdoor seating approval annually via the temporary use permit. The Police Department has verified that during their tenure on the Subject Property, the Menalon restaurant did not generate any noise violation complaints.

Detailed staff reviews from the Building and Zoning Division, Public Works, Manhard Engineering, Fire/Rescue Department, and the Police Department are attached.

**Recommendation:** Your recommendations should be based on the standards included in Section 19-103 Standards for Special Use Permits,

*Please refer to **Exhibit C** for Staff's responses to these zoning standards. The Zoning Code requires that a recommendation should be made only after all standards of approval have been met. Based on Staff's review, all of the standards for approval **have** been met and therefore staff recommends the Plan Commission make these standards a part of the official record for the Application.*

Staff recommends approval of the Special Use Permit subject to any terms and conditions that may be discussed at the public hearing.

Should you have any questions, please call me at 847-540-1759.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOTS 1, 2, 3, 13 & 14 (EXCEPT THE EAST 15 FEET OF LOTS 13 & 14), IN HENRY G. HILLMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1902 AS DOCUMENT NO. 85645, IN BOOK "E" OF PLATS, PAGE 79, IN LAKE COUNTY, ILLINOIS.

ALSO EXCEPTING THE WEST 7.0 FEET OF LOTS 1,2,13 & 14, DEDICATION OF RIGHT-OF-WAY, RECORDED NOVEMBER 1, 1960, AS DOCUMENT NO. 1088079.

ALSO EXCEPTING THAT PART OF LOTS 1, 2 & 3, CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, RECORDED JANUARY 5, 2004, AS WARRANTY DEED, DOCUMENT NO. 5469828.

NET AREA IS; 0.74 ACRES (32,203 SQ. FT.)

**EXHIBIT B**  
**PUBLIC HEARING SIGN ON SUBJECT PROPERTY**



500 Ela Rd.

## EXHIBIT C

### REVIEW OF COMPLIANCE WITH ZONING STANDARDS FOR 500 ELA ROAD

#### 19-103 STANDARDS FOR SPECIAL USE PERMITS

A. General Standards. No special use permit shall be recommended or granted pursuant to this Chapter unless the applicant shall establish that:

1. Code and Plan Purposes. The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive Plan.

Staff Response: Standard met. One of the goals of the Zoning Code is to “protect and enhance the taxable value of land and buildings”. By allowing the outdoor seating, the taxable value will be enhanced as more floor area is allowed for retail sales tax generation. Additionally, the outdoor seating area will draw more clientele to the location as they may prefer to dine in an outdoor setting.

2. No Undue Adverse Impact. The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

Staff Response: Standard met. The proposed use has existed in this location before without causing a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare. This has been demonstrated by the fact that the previous outdoor seating use at the Subject Property did not generate any noise complaints to the police department.

3. No Interference With Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Staff Response: Standard met. The outdoor deck is existing and it does not dominate the immediate vicinity. Additionally, the use will not interfere with the use and development of the neighboring property.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Staff Response: Standard met. The Subject Property is already adequately served by all public facilities and the use of the deck for outdoor seating will have not significant impact on this.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

Staff Response: Standard met. The existing street network is designed to accommodate any increase in traffic that would result from the proposed use of the outdoor seating area. The location of the Subject Property is on a major commercial thoroughfare and should not result in traffic on residential streets.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Staff Response: Standard met. The deck is existing and its use will therefore not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

7. Compliance with Standards. The proposed use and development complies with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Staff Response: Not applicable. There are no additional standards imposed on the proposed use by the Zoning Code.

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

Staff Response: Standard met. The B-1 District is intended to provide for the every day shopping needs of the community and the use of the outdoor seating area will facilitate this purpose.

- B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

Staff Response: Not applicable. There are no special standards applicable to this use.

- C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Staff Response: Standard met. The option of a restaurant that provides outdoor dining is a beneficial service use for the community.

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

Staff Response: Standard met. Staff has not identified a more appropriate location for the proposed use.

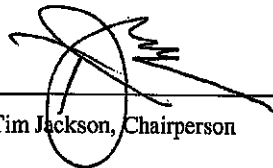
3. Mitigation of Adverse Impacts. Whether all steps possible have been taken to minimize any substantial or undue adverse effects of the proposed use and development on the immediate vicinity through building design, site design, landscaping, and screening.

Staff Response: Standard met. The Applicant has informed staff that he will make himself available to work with any neighboring property owners to mitigate any potential adverse impacts from his proposed outdoor seating use.

**LAKE ZURICH PLAN COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS  
FOR 500 ELA ROAD  
APRIL 16, 2014**

The Plan Commission hereby recommends approval of the Application PC 2014-04 #1, subject to and including the terms and findings contained within the Staff Report dated April 11, 2014 for this Application, including any changes as follows:

- ☒ Without any further additions, changes and modifications.
- ☐ With the following additions, changes and modifications:

  
\_\_\_\_\_  
Tim Jackson, Chairperson

## ZONING REVIEW

PROJECT: EL JARDIN – OUTDOOR SEATING  
LOCATION: 500 ELA ROAD  
REVIEWED BY: MARY MEYER  
DATE: APRIL 8, 2014  
DOCUMENT  
REVIEWED: APPLICATION 3/17/14 WITH ATTACHMENTS, ZONING CODE, LAND DEVELOPMENT CODE

500 Ela has existed as a restaurant for many years, most recently Menalon until the end of 2012. Larwence Ruiz of El Jardin proposes opening a Mexican restaurant at this location. They intend to utilize the existing deck for outdoor seating. Outdoor seating may be authorized either a) by Special Use permit for permanent outdoor seating, b) by annual Temporary Use permit. El Jardin is seeking a Special Use permit for permanent outdoor seating at the existing deck area. Changes to the deck include the color scheme – changing deck and exterior building from blue and white to white or beige and brown (color changes approved – brick to remain unchanged).

The deck has existed since 1997 and the prior occupants obtained an annual outdoor seating permit. Review of the Special Use permit to allow outdoor seating accessory to permitted eating places is as follows:

- 1) Zoning: B-1 Local and Community Business
- 2) Use: Restaurant with accessory bar (SIC #5812) permitted use.  
Proposed outdoor seating: accessory to restaurant: permitted via Special Use permit.
- 3) Parking: There is ample parking at this location including the adjacent lot across Maple. Provide parking data including total number of parking spaces, number of handicapped parking spaces, and proposed restaurant occupancy (table seating, bar seating and employee count at peak shift). Restaurant use requires 1 parking space for each 3 persons of design capacity.
- 4) Property Maintenance: The owner may have already planned certain improvements to property that are required including repairing trash enclosure, removing dead tree (adjacent parking lot) and general landscaping improvements.

### Conclusion

- Consideration for a Special Use permit to all outdoor dining accessory to restaurant use shall be based on standards outlined in Zoning Code 19-103.
- Provide parking data;
- Provide parking lot improvements.



# Memo

**To:** Sam Hubbard, Village Planner  
**From:** Betty Harrison, EQC Supervisor  
**CC:**  
**Date:** April 2, 2014  
**Re:** Staff Review – April 16<sup>th</sup> Plan Commission Meeting

---

1. El Jardin Outdoor Seating – 500 Ela Rd.

No changes or impact for water service or wastewater service. No issues for Utilities Division of Public Works.



## **VILLAGE OF LAKE ZURICH FIRE RESCUE DEPARTMENT**

### **FIRE PREVENTION BUREAU**

**1075 OLD MCHENRY ROAD, LAKE ZURICH, ILLINOIS 60047**

**PHONE: 847.540.5073 • WWW.LZFIRERESCUE.ORG**

**JOHN M. BZDUSEK SR., DEPUTY FIRE MARSHAL**

March 25, 2014

Sam Hubbard  
Village Planner  
505 Telser Rd.  
Lake Zurich, IL 60047

Re: PR14-069      El Jardin      Outdoor seating Special Use

The Fire Prevention Bureau has conducted a preliminary review of the request for Outdoor Seating Special Use Permit for El Jardin, 500 Ela Road in Lake Zurich. This review is based on the 2006 International Building and Fire Prevention Codes and Local Code amendments. The following items have been noted in this review.

1. Emergency egress from proposed outdoor patio shall be maintained.

Based on the information provided, the building plans **COMPLY AS NOTED.**

Please contact the Bureau office at (847) 540-5073, if you have any questions or comments.

Sincerely,

John M. Bzdusek Sr.  
Deputy Fire Marshal  
Fire Prevention Bureau  
John.bzdusek@lakezurich.org

Cc: Daniel Peterson, Director Building & Zoning

**VILLAGE OF LAKE ZURICH FIRE RESCUE DEPARTMENT**

**321 S. BUESCHING ROAD, LAKE ZURICH, ILLINOIS 60047-3226**

**PHONE: 847.540.5070 • WWW.LZFIRERESCUE.ORG**

**DAVID P. WHELOCK, FIRE CHIEF/DIRECTOR**

**Village of Lake Zurich**

**Kevin Finlon**  
**Chief of Police**



*Serving with Pride*

**Police Department**

**Support Services Division**

**Interdepartmental Memorandum**  
**Commander David M. Bradstreet**

**March 31, 2014**

**To:** Sam Hubbard  
**Subject:** 500 Ela Road (El Jardin Restaurant)

We have reviewed the plans and noted the traffic flow and number of parking spots is appropriate. The only noted deficiency is the handicap parking stall adjacent to the structure needs to have the ground painted so it is in compliance.

Respectfully

*David M. Bradstreet #114*

David M. Bradstreet  
Commander of Administration

March 18, 2014

Mr. Tim Jackson  
Chairperson-Plan commission  
70 E. Main St.  
Lake Zurich, IL. 60047

Dear Chairperson Jackson,

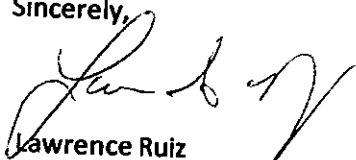
My name is Lawrence Ruiz, I am married and have two children. Alina is my oldest daughter and she is currently a freshman at the College of Lake County. Adan is my youngest and is currently in fifth grade at Isaac fox Elementary. We have resided in Lake Zurich for almost ten years, and I am currently hoping to expand my business in the community where we live. I have been part owner of the El Jardin restaurant located in Wrigleyville, which my family started 47 years ago. Ten years ago I branched out and brought the El Jardin to Glenview, IL. With much success in the Glen Town Center. My goal is to bring the El Jardin concept to Lake Zurich.

We are very proud of our recipes, as they have not changed throughout the years. We specialize in Mexican cuisine, and when our first restaurant opened its doors in 1967, El Jardin (meaning "the garden") prided itself on its garden-like setting, and that tradition was carried onto the Glenview location. We like to offer this option to our customers as it adds to the experience when dining at one of our locations. It is of the utmost importance to have the outside seating for our customers, without it we feel would compromise the El Jardin name and tradition.

In relation to the present request, we are seeking a Special Use Permit to authorize the reuse of the existing outdoor deck seating area on the subject property. It is our understanding that previous tenants have been approved for similar outdoor uses, however, since the building has remained vacant for 6 months, any existing special Use Permit has expired. We are only asking to reutilize what was originally approved at the location. In addition, our Glenview location has an outdoor seating area with two floors of residences located directly above the restaurant and so we are fully aware of what it takes to be a good neighbor.

Our restaurants are open 7 days per week, we serve lunch and dinner. Our hours of operation are from 11:00 am – 10:00pm Sunday thru Thursday. 11:00am – Midnight on Friday and Saturday. We will be hiring anywhere from 15 – 30 employees to accommodate the two shifts seven days per week. I am hoping that this gives you insight into what my aspirations and intentions are for this location. As a proud member of the Lake Zurich community, I look forward to growing with you.

Sincerely,

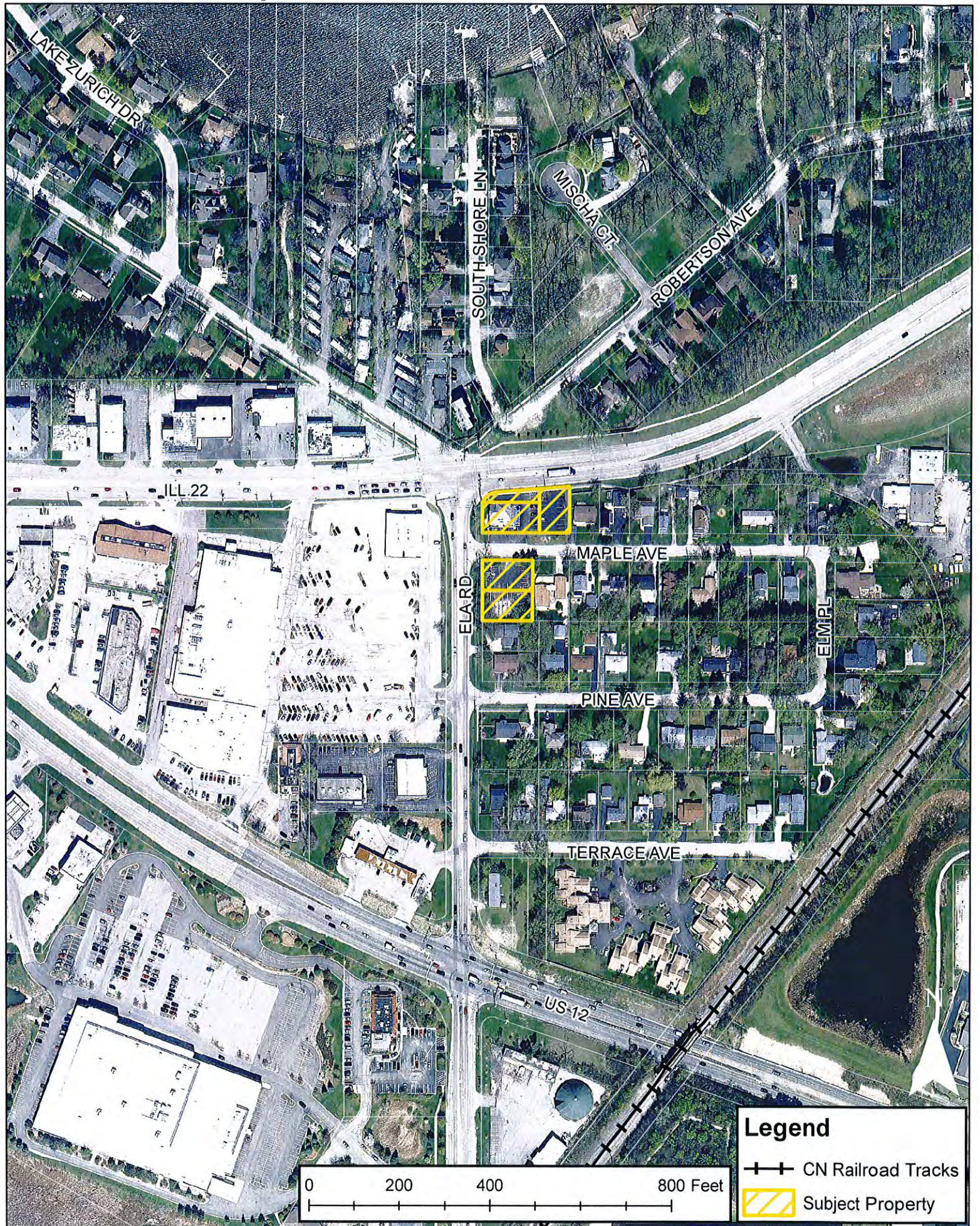


Lawrence Ruiz



# Location Map

Application Number: 2014-04 #1





**Community Services Dept.**

- Building & Zoning
- Public Works

505 Telser Road  
Lake Zurich, IL 60047



LEND AITEN

8 C

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: [www.LakeZurich.org](http://www.LakeZurich.org)

**MEMORANDUM**

Date: April 28, 2014

To: Jason T. Slowinski, Village Manager

From: Sam Hubbard, Village Planner

Cc: Michael J. Earl, Director of Community Services  
Daniel A. Peterson, Manager of Building and Zoning

Subject: Zoning Application for an amendment to the existing Exterior Appearance approval to allow the construction of the remaining townhomes in The Somerset subdivision in Downtown Lake Zurich.

---

**Issue:** Jeremy Blackstock (the "Applicant"), Vice President of Icon Building Group, has submitted a zoning application for an amendment to the existing Exterior Appearance approval to allow the construction of 19 remaining townhome units located along Lakeview Place in downtown Lake Zurich. The Application has been heard by the Plan Commission, who voted unanimously to recommend approval of the Exterior Appearance amendment.

**Analysis:** The Plan Commission held a public hearing on April 21<sup>st</sup> to consider the amendment request. With no special conditions attached to their recommendation, the Plan Commission voted 8-0 in favor of granting the Variance.

Some of the proposed changes between the existing building and the proposed building include:

- Changing the roof from a flat roof with faux gables to a gabled roof
- Removal of some of the ornamentation and appurtenances, such as the turret features on the ends of the buildings, the 2<sup>nd</sup> floor balcony's and the wrap around porch, and the planter baskets.
- Changing the grille on upper sash of the windows from squares to rectangles.
- Revising the dormer configuration

It should be noted that although the submitted plans show the exterior colors to be varying hues of blue and gray, the actual color package for the three proposed buildings will be the same as the existing three buildings.

**Recommendation:** Staff concurs with the recommendation of approval by the Plan Commission and recommends approval of the attached ordinance. Approval of the Exterior Appearance amendment will facilitate the construction of the remaining 19 townhome units and will contribute towards the revitalization of Downtown Lake Zurich.

w/ Attachments:

1. Approval Ordinance (including the Staff Report from the 4/21/14 Plan Commission Meeting as an exhibit)
2. Cover Letter to Plan Commission and Site Plans
3. Village Review comments from:
  - a. Zoning, dated 4/8/2014
  - b. Public Works, dated 4/2/2014
  - c. Fire Department, dated 3/27/2014
  - d. Manhard Engineering, dated 4/4/2014
  - e. Police Department, dated 3/29/2014

ORDINANCE NO. 2014-\_\_\_\_\_-\_\_\_\_\_

AN ORDINANCE APPROVING AN AMENDMENT TO THE EXTERIOR APPEARANCE  
(Somerset Townhomes – Lakeview Place)

WHEREAS, Jeremy Blackstock, Vice President of Icon Building Group (“Applicant”) is proposing to undertake the completion of the remaining 19 townhomes approved as part of the Somerset Development located along Lakeview Place in the Village; and

WHEREAS, the applicant filed an application with the Village of Lake Zurich on March 21, 2014, (“PC 2014-04 #2”) seeking approval of a request for amendment to the Exterior Appearance previously approved by the Village for the Somerset Townhome Development; and

WHEREAS, the Somerset Townhome Development, known as “Block C” in the downtown area (“Property”), is legally described in **Exhibit A**; and

WHEREAS, said Property is located within the B-2 Central Business District in the Village; and

WHEREAS, the Property was granted Site Plan and Exterior Appearance approval in 2005 (ORD 2005-08-317), said exterior appearance design reflected on **Exhibits C and D** hereto; and

WHEREAS, the original developer is no longer associated with this Development and 19 of the 39 townhomes have not yet been constructed; and

WHEREAS, the exterior appearance plans which are the subject of this application, propose changes which remain consistent with the original approved Exterior Appearance approvals; and

WHEREAS, Applicant will abide by the existing Development requirements and standards, including the lighting, landscaping, tree preservation and structure location; and

WHEREAS, the Applicant’s proposal and request for the remaining 19 townhomes is for building design which is generally compatible with the existing, complete townhomes, with some differences in the rooflines, front porches, ornamentation, all which remain compatible with existing townhomes; and

WHEREAS, the Plan Commission held a public meeting on April 16, 2014, to consider the application and all of the facts and circumstances affecting the application, and recommended adoption and approval of PC 2014-04 #2 as described in the staff reports and recommendations set forth in the April 11, 2014 STAFF REPORT, consisting of 12 pages attached hereto as **Exhibit B**; and

WHEREAS, the President and Board of Trustees have considered the findings and recommendations of the Plan Commission and have considered all of the facts and circumstances affecting the application, and have determined that the application satisfies the applicable standards in Section 21-103 (Standards for Exterior Appearance Approval) of the Lake Zurich Zoning Code for the Property.



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

**SECTION 1: RECITALS.** The foregoing recitals, recommendations, drawings, exhibit and plans are incorporated herein as findings and requirements of the President and Board of Trustees, and all Exhibits referenced hereinbelow are made a part of and incorporated into this Ordinance and related approvals.

**SECTION 2: APPROVAL OF AMENDED EXTERIOR APPEARANCE PLANS.** The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapters 21 of the Lake Zurich Zoning Code, hereby approve the amended exterior appearance plans for the remaining, approved 19 townhomes, attached to this Ordinance as **Exhibit E**, subject to the conditions set forth in Section 3, below, of this Ordinance.

**SECTION 3. CONDITIONS.** The approvals and modifications granted in Section 2 of this Ordinance have been granted expressly subject to, and are at all times subject to, the following conditions:

A. Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Subject Property pursuant to the approvals granted in this Ordinance until all conditions precedent of this Ordinance to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

B. All development within the Subject Property must be undertaken in strict compliance with the site plans and this amended exterior appearance plans approved pursuant to this Ordinance.

E. The Subject Property must be developed and maintained in compliance with all applicable federal, state, and local ordinances and regulations, including without limitation the Village's Building Code and Zoning Code.

F. Prior to commencing any work on the Subject Property, the Owner must submit all required building permit applications and other materials in a timely manner to the appropriate parties, which materials should be prepared in compliance with all applicable Village codes and ordinances.

**SECTION 4: COMPLIANCE WITH ALL CODES.** That all requirements set forth in the Zoning and other applicable Codes of the Village of Lake Zurich, as would be required by any owner of property zoned in the same manner as the property described above, shall be complied with, except as otherwise provided in this Ordinance.

**SECTION 5: FINDINGS AND RECOMMENDATIONS.** The findings and recommendations of the Plan Commission and the staff reports and filings provided to the Plan Commission are hereby accepted as the Board's own and shall be made a part of the official record for the application and are attached hereto as **Exhibit B**.

**SECTION 6: SEVERABILITY.** If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction

to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

**SECTION 7: CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 8: EFFECTIVE DATE.** This Ordinance shall be in full force and effect upon its passage and approval as provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Mayor  
Tom Poynton

ATTEST:

\_\_\_\_\_  
Village Clerk  
Kathleen Johnson

**Exhibit A**  
Legal Description of "Property"

LOTS 1, 2, 3, 13 & 14 (EXCEPT THE EAST 15 FEET OF LOTS 13 & 14), IN HENRY G. HILLMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1902 AS DOCUMENT NO. 85645, IN BOOK "E" OF PLATS, PAGE 79, IN LAKE COUNTY, ILLINOIS.

ALSO EXCEPTING THE WEST 7.0 FEET OF LOTS 1,2,13 & 14, DEDICATION OF RIGHT-OF-WAY, RECORDED NOVEMBER 1, 1960, AS DOCUMENT NO. 1088079.

ALSO EXCEPTING THAT PART OF LOTS 1, 2 & 3, CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, RECORDED JANUARY 5, 2004, AS WARRANTY DEED, DOCUMENT NO. 5469828.

NET AREA IS; 0.74 ACRES (32,203 SQ. FT.)

## Exhibit B

STAFF REPORT, consisting of 11 pages, including exhibits, along with the additions, changes and modifications to said STAFF REPORT adopted by the Plan Commission in its one page written approval dated April 11, 2014, all consisting of 12 pages

**APPLICATION PC 2014-04 #2**

**AGENDA ITEM 4A**

### Community Services

#### Dept.

- Building & Zoning
- Public Works

505 Telser Road  
Lake Zurich, IL 60047



Phone: (847) 540-1696  
Fax: (847) 726-2182  
Web: [www.LakeZurich.org](http://www.LakeZurich.org)

## STAFF REPORT

To: Chairperson Jackson and Members of the Plan Commission

From: Sam Hubbard, Village Planner

CC: Daniel A. Peterson, Manager of Building & Zoning

Date: April 11, 2014

Re: **PC 2014-04 #2 Zoning Application for the Somerset Townhomes, lots 1 through 19 of The Somerset Resubdivision.**

---

**Summary:** Jeremy Blackstock (the "*Applicant*") is the Vice President of Icon Building Group, and is proposing the construction of the remaining townhomes in The Somerset development located along Lakeview Place and legally described in **Exhibit A** attached hereto (the "*Subject Property*"). The Applicant filed an application with the Village of Lake Zurich dated March 21, 2014 (the "*Application*") seeking the following approvals:

- (i) Exterior Appearance amendment

The Subject Property is within the Village's B-2 Central Business District.

Because Exterior Appearance amendments only require a public meeting, no sign posting or advertisement within a local newspaper was required.

**Background:** The Somerset Townhome development was originally granted Site Plan and Exterior Appearance approval in 2005 to authorize the construction of 39 townhomes on the property known as "Block C" in downtown Lake Zurich. Due to the economic downturn that occurred in 2008, the original

developer did not complete the development and left 19 townhome units un-built. These 19 units were to be dispersed over three separate townhome buildings. The previous developer constructed the utilities and infrastructure for these buildings and completed the foundation for one of the buildings (lots 13 through 19). All work ceased after the foundation was constructed.

**Preliminary Findings:** Bank of America foreclosed on the property when the original developer went bankrupt in 2008. Subsequently, the current property owner purchased the property from the bank and has been working with the Applicant to complete the remaining townhomes.

The Applicant has agreed to follow all aspects of the original approvals in relation to the lighting, landscaping, tree preservation, structure location, etc. The only proposed changes are to the interior layout of the buildings and the exterior elevations of the buildings. For reference, the original approved exterior appearance elevation is attached as **Exhibit C** and a picture of one of the existing townhome buildings is attached as **Exhibit D**.

The proposed buildings are generally compatible with the existing townhomes within the development. Staff notes that the color package for the proposed buildings differs from the existing townhomes, however, all colors within the proposed townhomes are soft hues and complimentary to each other. Other notable changes between the existing and proposed buildings relate to the rooflines, front porches, and the ornamentation. The exterior façade materials will be hardi-plank, which is a fiber cement siding and the same material used on the existing structures.

Detailed staff reviews from the Building and Zoning Division, Public Works, Manhard Engineering, Fire/Rescue Department, and Police Department are attached.

**Recommendation:** Your recommendations should be based on the standards included in Section 21-103 Standards for Exterior Appearance Approval.

*Please refer to **Exhibit B** for Staff's responses to these zoning standards. The Zoning Code requires that a recommendation should be made only after all standards of approval have been met. Based on Staff's review, all of the standards for approval **have** been met and therefore staff recommends the Plan Commission make these standards a part of the official record for the Application.*

Staff recommends approval of the Application subject to any terms and conditions that may be discussed at the public meeting.

Should you have any questions, please call me at 847-540-1759.

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOTS 1, 2, 3, 13 & 14 (EXCEPT THE EAST 15 FEET OF LOTS 13 & 14), IN HENRY G. HILLMAN'S SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AUGUST 8, 1902 AS DOCUMENT NO. 85645, IN BOOK "E" OF PLATS, PAGE 79, IN LAKE COUNTY, ILLINOIS.

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ALSO EXCEPTING THAT PART OF LOTS 1, 2 & 3, CONVEYED TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION, RECORDED JANUARY 5, 2004, AS WARRANTY DEED, DOCUMENT NO. 5469828.

NET AREA IS; 0.74 ACRES (32,203 SQ. FT.)

**EXHIBIT B**  
**REVIEW OF COMPLIANCE WITH ZONING STANDARDS**  
**FOR LOTS 1 THROUGH 19 OF THE SOMERSET RESUBDIVISION**

**21-103 STANDARDS AND CONSIDERATIONS FOR EXTERIOR APPEARANCE APPROVAL**

In their consideration of applications for exterior appearance approval, the Plan Commission and the Board of Trustees shall consider and evaluate the propriety of granting the approval in terms of the effect of the application on the purposes for which exterior appearance approval is required. In addition, the Plan Commission and the Board of Trustees shall be guided by the following standards and considerations:

- A. General Quality of Design and Site Development. New and existing buildings and structures and appurtenances thereof which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following quality of design and site development guidelines:

1. Open Spaces. The quality of the open spaces between buildings and in setback spaces between street and facade.

**Staff Response:** Standard met. The proposed open spaces conform to the original approved development spacing pattern and preserve the open courtyard area within the development. The townhome units on the north side will be constructed as two separate buildings with space in-between to provide open air and light, as opposed to one long continuous building.

2. Materials. The quality of materials and their relationship to those in existing adjacent structures.

**Staff Response:** Standard met. The proposed building facade will be constructed of hardi-plank, which is the same material used in the existing townhome buildings. The cedar shake and wood clapboard style of the siding is compatible to the surrounding residential structures.

3. General Design. The quality of the design in general and its relationship to the overall character of neighborhood.

**Staff Response:** Standard met. The design conforms to the original proposed layout of the townhome development and provides a design that is compatible with the downtown character of the neighborhood.

4. General Site Development. The quality of the site development in terms of landscaping, recreation, pedestrian access, automobile access, parking, servicing of the property, and impact on vehicular traffic patterns and conditions on site and in the vicinity of the site, and the retention of trees and shrubs to the maximum extent possible.

**Staff Response:** Standard met. There is no proposed change to the site in terms of the landscaping, recreation, pedestrian access, automobile access, parking, and servicing of the property.

B. General Standards for Visual Compatibility. New and existing buildings and structures, and appurtenances thereof, which are constructed, reconstructed, materially altered, repaired, or moved shall be visually compatible in terms of the following guidelines:

1. Height. The height of the proposed buildings and structures shall be visually compatible with adjacent buildings.

**Staff Response:** Standard met. The height of the building is consistent with adjacent structures. Additionally, the proposed structures will be slightly shorter than the existing townhome buildings.

2. Proportion of Front Facade. The relationship of the width to the height of the front elevation shall be visually compatible with buildings, public ways, and places to which it is visually related.

**Staff Response:** Standard met. The proposed front facades are compatible with buildings of similar size within the immediate vicinity. Additionally, as previously noted, the northern units have been divided between two separate buildings, which keeps the proportion of the width and height consistent with the other buildings within the development.

3. Proportion of Openings. The relationship of the width to height of windows shall be visually compatible with buildings, public ways, and places to which the building is visually related.

**Staff Response:** Standard met. The windows are compatible with adjacent buildings.

4. Rhythm of Solids to Voids in Front Facades. The relationship of solids to voids in the front facade of a building shall be visually compatible with buildings, public ways, and places to which it is visually related.

**Staff Response:** Standard met. The proposed townhomes have an alternating pattern of solids and voids in the façade depending on the unit type, which provides interest and which rhythm is compatible to the existing townhomes.

5. Rhythm of Spacing and Buildings on Streets. The relationship of a building or structure to the open space between it and adjoining buildings or structures shall be visually compatible with the buildings, public ways, and places to which it is visually related.

**Staff Response:** Standard met. The proposed buildings have a similar rhythm of spacing when compared to the existing townhomes within the development. Additionally, the seven-unit building on the south creates a courtyard effect when combined with the adjacent townhomes, which is a desirable and compatible relationship.

6. Rhythm of Entrance, Porch, and Other Projections. The relationship of entrances and other projections to sidewalks shall be visually compatible with the buildings, public ways, and places to which it is visually related.



**Staff Response:** Standard met. The front façade has window bay projections and porch projections that break up the façade of the building. These projections are consistent with the existing adjacent townhomes.

7. **Relationship of Materials and Texture.** The relationship of the materials and texture of the facade shall be visually compatible with the predominant materials used in the buildings and structures to which it is visually related.

**Staff Response:** Standard met. The hardi-plank material is compatible with the material on the existing townhomes and the cedar shake and wood clapboard appearance of the façade is consistent with the predominant facades of surrounding structures.

8. **Roof Shapes.** The roof shape of a building shall be visually compatible with the buildings to which it is visually related.

**Staff Response:** Standard met. The proposed townhomes have a faux gabled roof, which is both consistent with the existing townhomes and similar to the gabled roofs on buildings to which it is visually related.

9. **Walls of Continuity.** Building facades and appurtenances such as walls, fences, and landscape masses shall, when it is a characteristic of the area, form cohesive walls of enclosure along a street to ensure visual compatibility with the buildings, public ways, and places to which such elements are visually related.

**Staff Response:** Standard met. The orientation of the building facades form a cohesive wall along the northern property line, creating a suitable separation between the abutting park and the development.

10. **Scale of Building.** The size and mass of buildings and structures in relation to open spaces, windows, door openings, porches, and balconies shall be visually compatible with the buildings, public ways, and places to which they are visually related.

**Staff Response:** The proposed buildings meets this standard.

11. **Directional Expression of Front Elevation.** A building shall be visually compatible with the buildings, public ways, and places to which it is visually related in its directional character, whether this be vertical character, horizontal character, or non-directional character.

**Staff Response:** Standard met. The directional expression of the proposed townhomes provide a logical directional expression given the unique shape of the site and the buildings, public way, and places to which it is visually related.

- C. **Additional Standards Applicable to Development in the B-2 Central Business District.** New and existing buildings and structures and appurtenances thereof in the B-2 Central Business District which are constructed, reconstructed, materially altered, or moved shall be evaluated under the following quality of design and site development guidelines in addition to the standards set in Subsections A and B of this Section:

1. Overall Compatibility. The proposed improvements should be compatible with adjacent structures and with the overall redevelopment strategy for the B-2 District set forth in the Official Comprehensive Plan.

**Staff Response:** Standard met. One of the downtown goals in the Comprehensive Plan is the "requirement of higher densities in developments to encourage more pedestrian traffic". The relatively "high" density of the proposed townhomes (when compared to adjacent residential areas) conforms to this redevelopment strategy.

2. Building Frontage Lines. Buildings along Main Street and Old Rand Road should have frontage directly adjacent to the sidewalk right-of-way line. Building setbacks may be permitted if the area between the building face and the sidewalk is used for outdoor retailing, seating, or usable public-access open space and is compatible with adjacent properties.

**Staff Response:** Not applicable. The Subject Property does not front Main Street or Old Rand Road.

3. Principal Entrance. Buildings along Main Street and Old Rand Road should have the principal store entrance accessible directly from the public sidewalk. A short private walkway to the entrance may be permissible if it is consistent with the character of the building and adjacent properties.

**Staff Response:** Not applicable. The Subject Property does not front Main Street or Old Rand Road.

4. Entrance Highlights. Store entrances should be highlighted with architectural features compatible with the overall building design.

**Staff Response:** Not applicable. The Subject Property does not contain store entrances.

5. Windows. Windows should be subdivided to emphasize vertical proportions.

**Staff Response:** Standard met. The windows in the proposed townhomes include subdivided upper sashes.

6. Story Distinctions. The first story of the building should be distinguished from the second story by means of a horizontal lintel, second floor overhang or setback, or similar detail.

**Staff Response:** Standard met. The first story of the proposed development contains a front porches which distinguishes the first story.

7. Building Materials. Exterior building materials should be any of the following: brick, masonry, stucco, cementacious products, wood-like vinyl siding, and/or natural wood siding.

**Staff Response:** Standard met. The proposed siding (hardi-plank) is a cementacious product.

8. Signs. Sign materials, forms, and designs shall be integral with the building architecture. Custom designed individual letters, carved wood, or etched metal signs will be strongly encouraged. Perpendicular signs extending over the sidewalk may be permitted if limited in size and if compatible with adjacent properties and safety concerns. Back-lighted fluorescent box signs shall be prohibited.

**Staff Response:** Not applicable. There are no signs proposed.

- D. Additional Standards Applicable to Development in the LP Lake Protection District. New and existing buildings and structures and appurtenances thereof in the LP Lake Protection District which are constructed, reconstructed, materially altered, repaired, or moved shall be evaluated under the following development guidelines in addition to the standards set in Subsections A, B, and, if applicable, C of this Section:

1. No Adverse Impact on Views. The proposed development should create no undue adverse impact on existing views of the lake, subject to the other guidelines in this Subsection D.
2. Diminution of value. Impacts on existing views of the lake may be offset by the degree to which the value of the subject property would be diminished by avoidance or elimination of such impacts on existing views.
3. Protection of Lake Features. Such diminution in value may be offset, however, by the protection of a valuable existing feature of the lake.
4. Value of Adjacent Properties. The use and enjoyment, or value, of adjacent properties should not be adversely affected by the proposed use or development.

**Staff Response:** Not applicable as this property is not located within the Lake Protection District.

- E. Special Considerations for Existing Buildings. For existing buildings, the Plan Commission and the Board of Trustees shall consider the availability of materials, technology, and craftsmanship to duplicate existing styles, patterns, textures, and overall detailing.

**Staff Response:** Not applicable as this will be a new building.

**EXHIBIT C  
PREVIOUSLY APPROVED EXTERIOR APPEARANCE**



DI

GE

G-00

AR

A-30

A-60

ST-21

Developer

● Page 10  
ry Interests  
an Ave.

is 60610  
14-3777  
Fax: (312) 540-1769

Architect

**ANTUNOV**  
ARCHITECTS  
PLANNERS  
224 West Hu  
SUITE 7  
CHICAGO, IL 60610  
PHONE: 312.2  
FAX: 312.2

Civil Engineer

**SpaceCo Inc.**

9575 W. Higgins Road  
Suite 700  
Rosemont, Illinois 60018  
Phone: (847)696-4060  
Fax: (847)696-4065

Seal	Date:
	Drawn By:
	Checked By:
	Project No:
<small>OFFICIAL ARCHITECTURAL SEAL</small> Drawing No: <b>G-0.00</b>	

Copyright 2002 SpaceCo Inc.

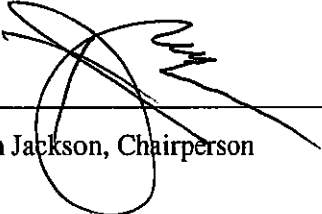
**EXHIBIT D**  
**EXISTING TOWNHOME BUILDINGS**



**LAKE ZURICH PLAN COMMISSION  
FINAL FINDINGS & RECOMMENDATIONS  
FOR LOTS 1 – 19 OF THE SOMERSET RESUBDIVISION  
APRIL 16, 2014**

The Plan Commission hereby recommends approval of the Application PC 2014-04 #2, subject to and including the terms and findings within the Staff Report dated April 11, 2014 for this Application and subject to any of the conditions below:

- ☒ Without any further additions, changes and modifications.
- ☐ With the following additions, changes and modifications:

  
\_\_\_\_\_  
Tim Jackson, Chairperson

# Exhibit C

## Final Approved Exterior Appearance Elevation



D

G

G 0

A

A-3

A-6

SF 27

Developer  
**McCaffery Interests**  
 737 N. Michigan Ave.  
 Suite 2050  
 Chicago, Illinois 60610  
 Phone: (312) 944-3777  
 Fax: (312) 540-1769

Architect  
**ANTUNOV**  
 ARCHITECTS  
 PLANNERS  
 224 WEST H  
 SUITE 7  
 CHICAGO, IL  
 PHONE: 312.2  
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Civil Engineer  
**SpaceCo Inc.**  
 9575 W. Higgins Road  
 Suite 700  
 Rosemont, Illinois 60018  
 Phone: (847)696-4060  
 Fax: (847)696-4065

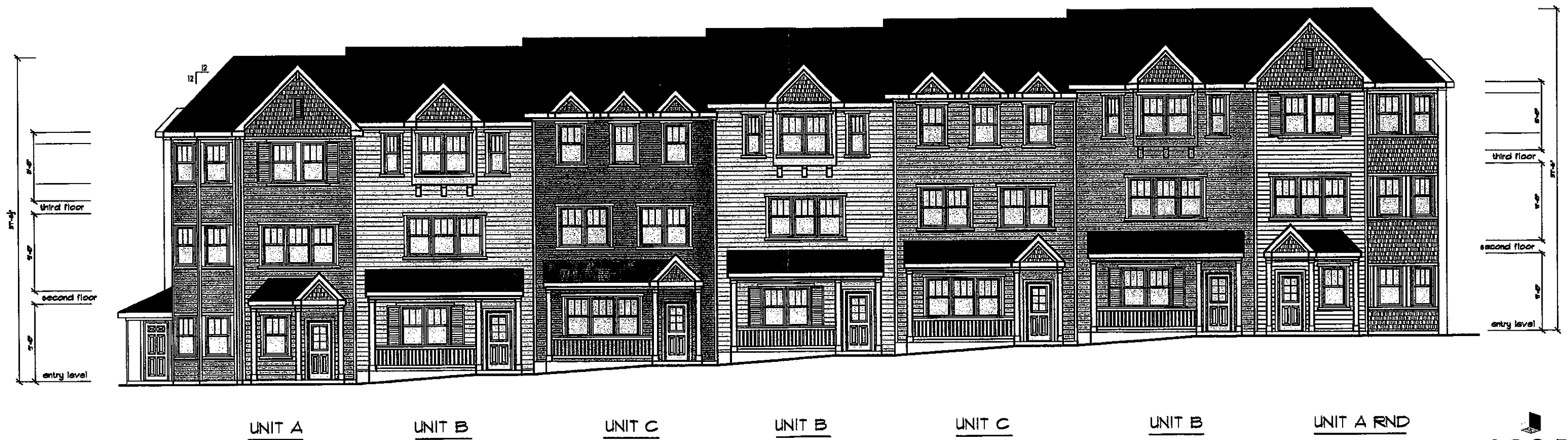
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**Exhibit D**  
Exterior Appearance Depiction  
Existing Townhomes









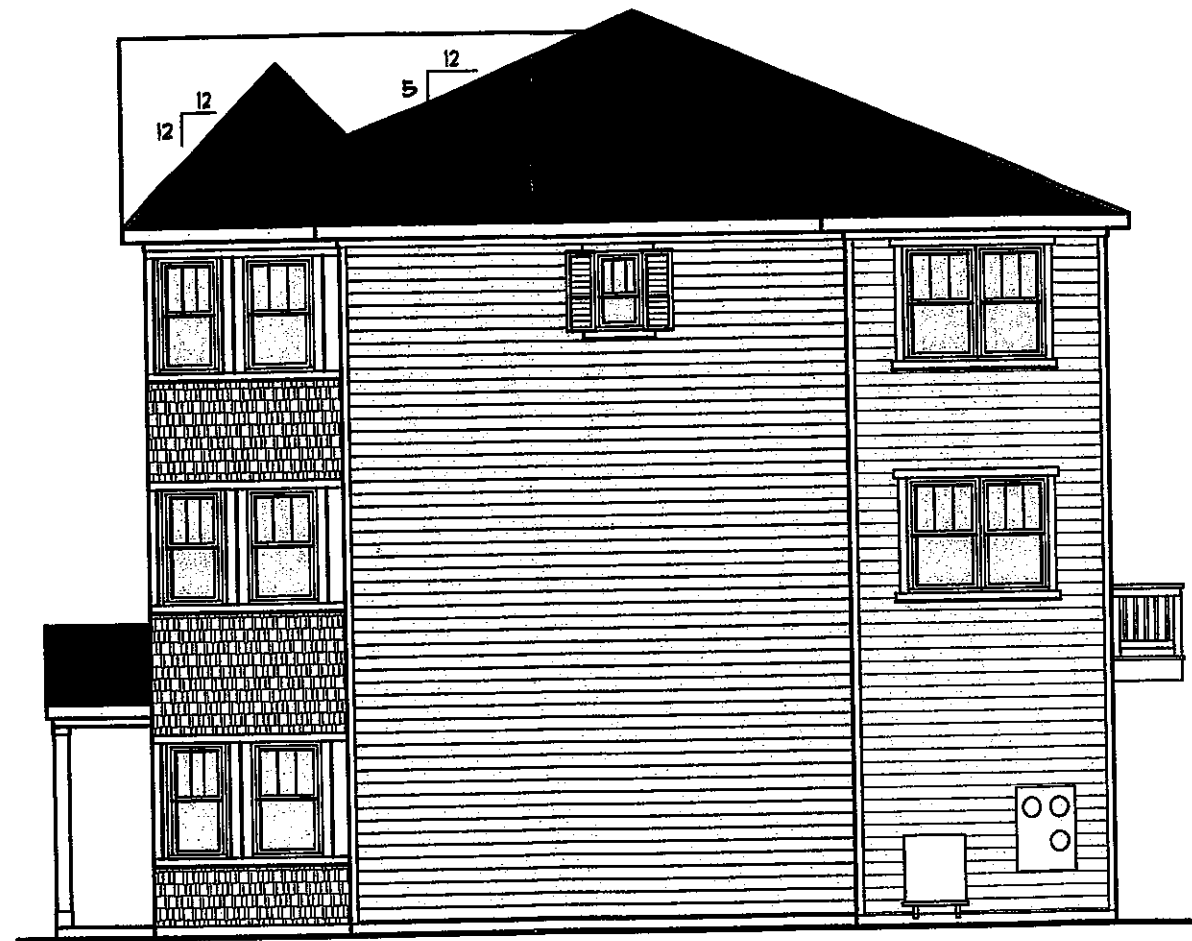
**SOUTH ELEVATION**

1/8" = 1'-0"

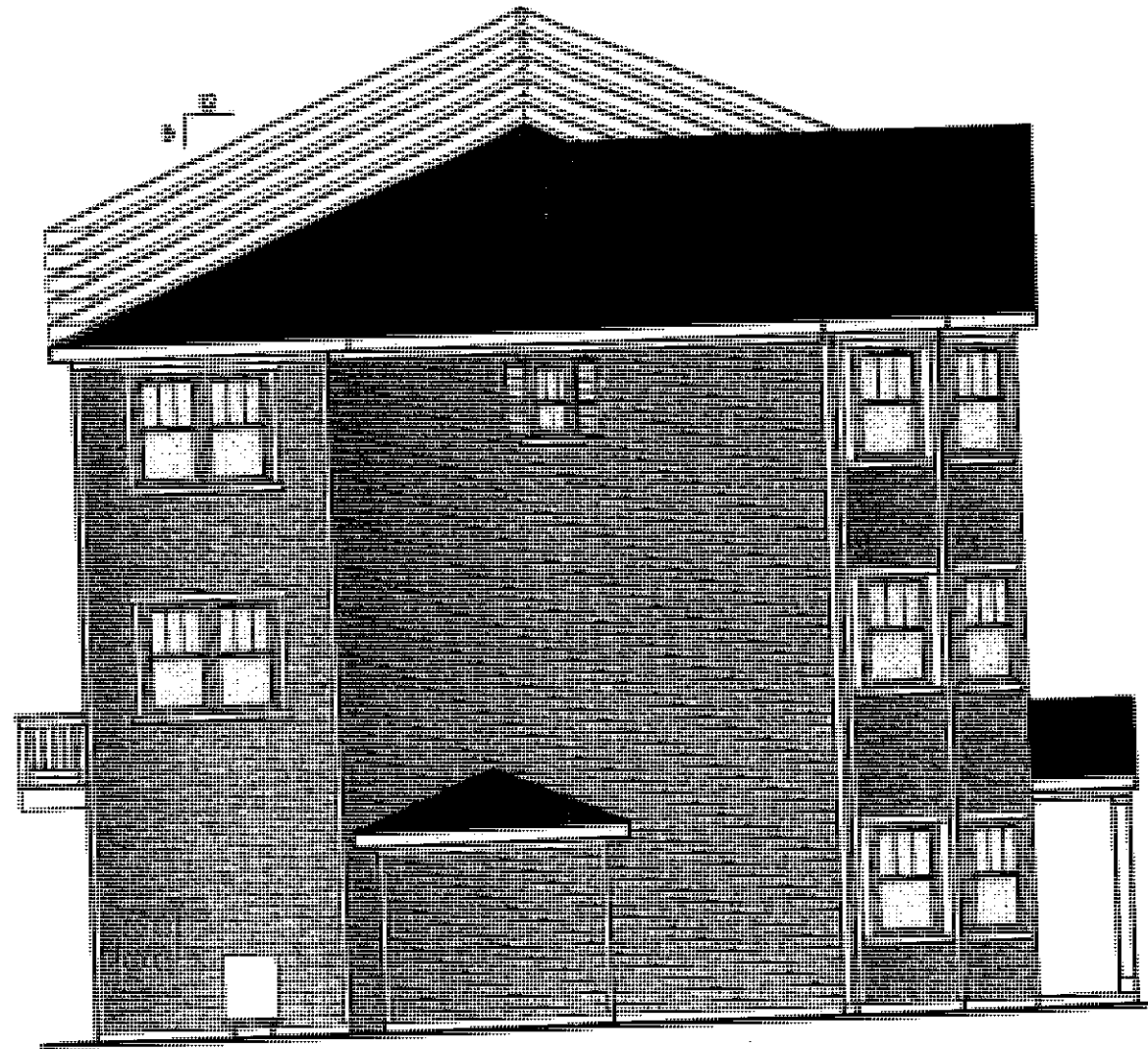


# NORTH ELEVATION

1/8" = 1'-0"



EAST ELEVATION  
1/8" = 1'-0"



WEST ELEVATION

$\frac{1}{8}'' = 1'-0''$



2413 West Algonquin Road  
Suite 247  
Algonquin, Illinois 60102

t 815.444.7400  
f 815.444.7401  
icon-group.com

Lake Zurich Plan Commission  
Attn: Tim Jackson – Chairperson Plan Commission  
Manger of Building & Zoning  
Village of Lake Zurich  
70 E. Main Street  
Lake Zurich, IL 60047

It is our intent to seek The Village of Lake Zurich Plan Commission approval allowing Icon Building Group to proceed with the continuation of construction of the “Somerset Townhomes at The Residences at Downtown Lake Zurich.”

We propose to construct nineteen (19) new townhomes on the lots previously identified for Buildings A, B and C. We plan to adhere to the currently recorded lot lines by designing product that will keep within the current lot alignment. Our floor plans will be similar in nature with only minor variations from what is currently in place. Additionally, we have revised the exterior elevations only slightly from that of what was previously approved by the Village of Lake Zurich in an effort to enhance the overall look of the community and increase marketability. In addition our intent is to use the same exterior building materials used in the construction of the existing townhomes.


Subdivision changes are not being proposed and the proposed townhomes will be constructed in concordance with the previously approved development plans. In addition, we will adhere to the previously approved landscape plan.

Public water and sewer currently serve the community and we are proposing utilize the systems in their current capacity without any changes to the overall infrastructure. As such, our proposed product will not require the need for any upgrades to the system.

Upon completion, our homeowners will share in the benefits of the existing Somerset Homeowners Association and their Declaration of Covenants, Conditions, Restrictions and Easements will be recorded with the closing of each townhome.

It is with great appreciation that we request approval of our proposal and we welcome the opportunity to receive feedback that will be mutually beneficial to the Village of Lake Zurich and our future homeowners.

Sincerely,

  
Jeremy S. Blackstock  
Vice President





UNIT A      UNIT B      UNIT C      UNIT B      UNIT C      UNIT B      UNIT A RND

**SOUTH ELEVATION**  
 1/8" = 1'-0"

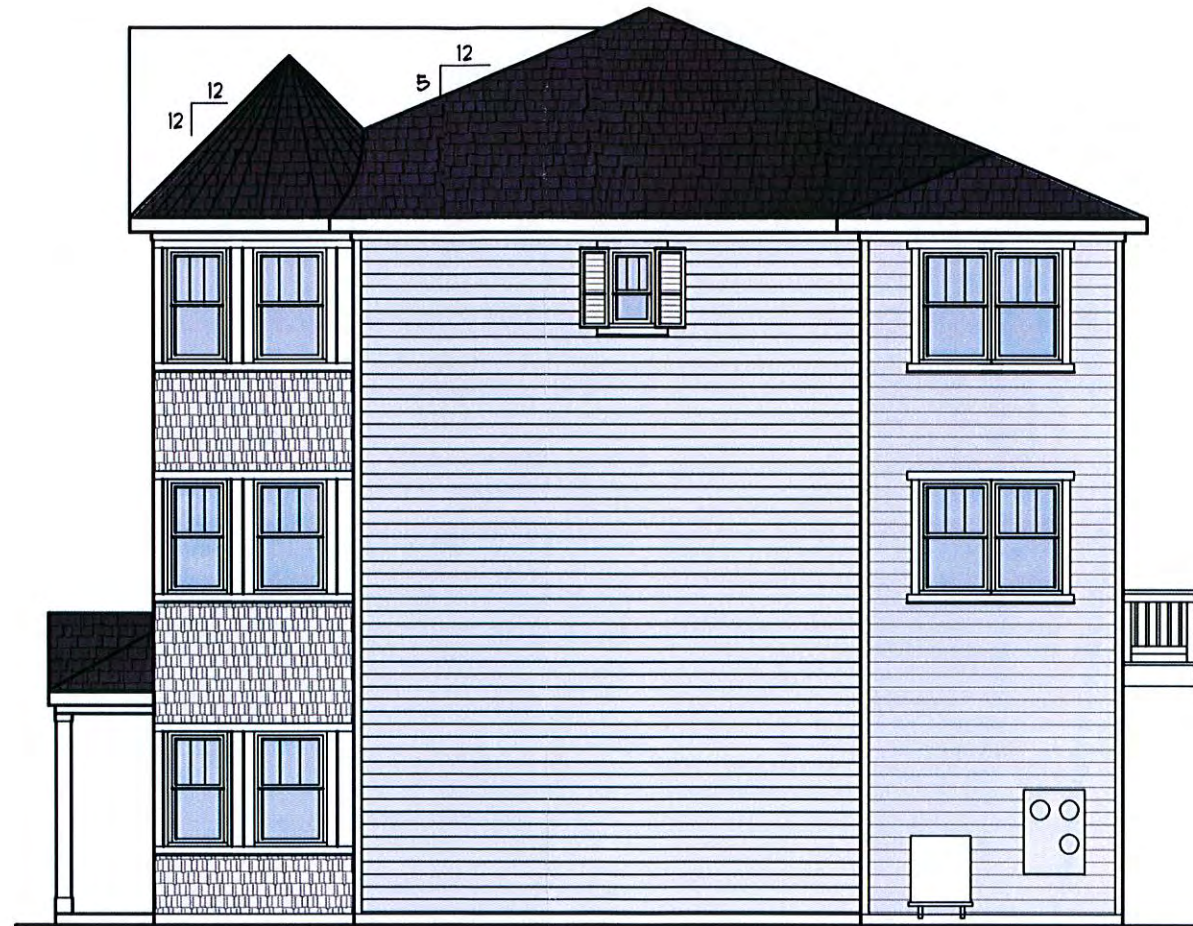




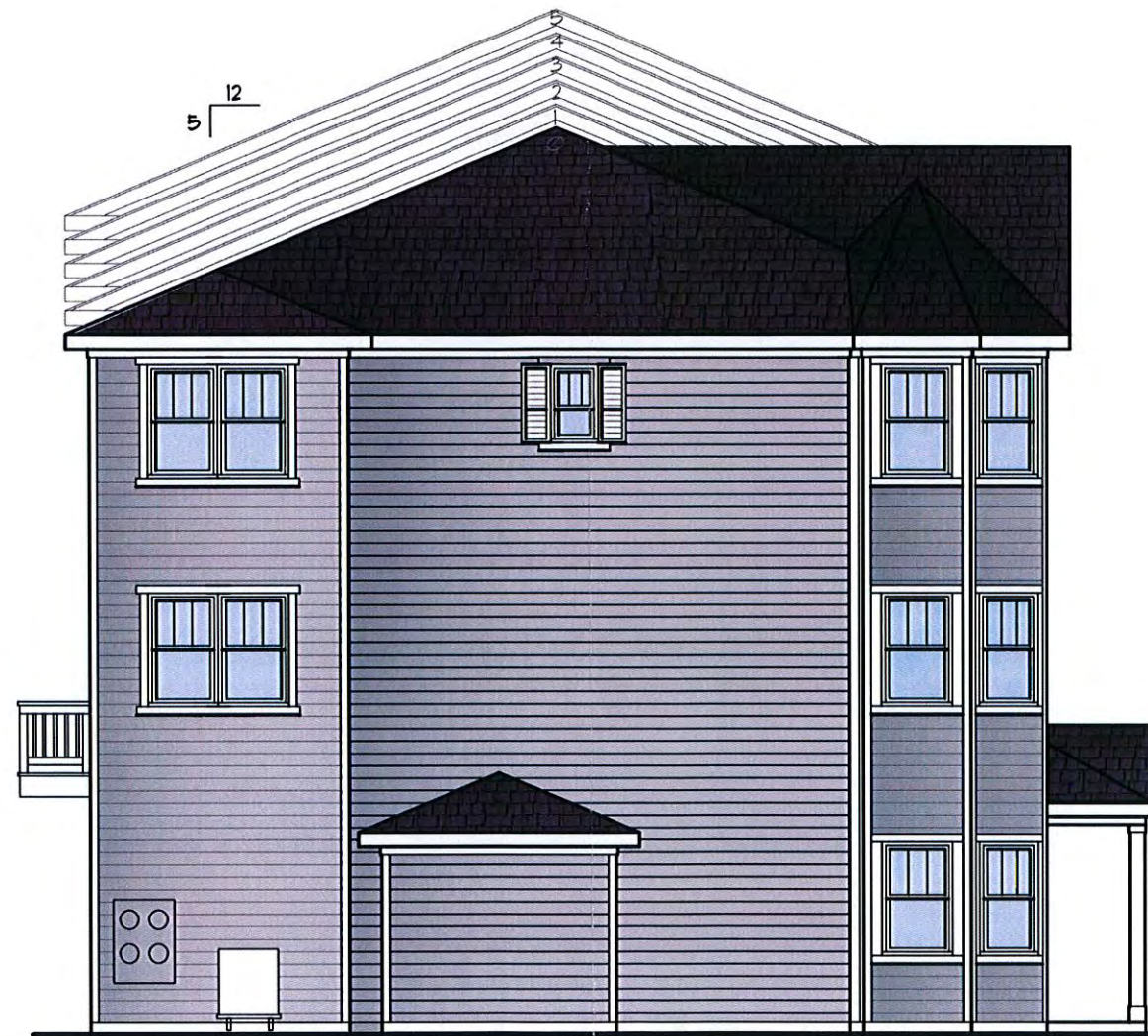
## NORTH ELEVATION

1/8" = 1'-0"





EAST ELEVATION  
1/8" = 1'-0"



WEST ELEVATION

1/8" = 1'-0"

## **ZONING REVIEW**

**PROJECT:** SOMERSET TOWNHOMES – EXTERIOR APPEARANCE  
**LOCATION:** 48-90 LAKEVIEW PLACE  
**REVIEWED BY:** MARY MEYER  
**DATE:** APRIL 8, 2014  
**DOCUMENTS**  
**REVIEWED:** APPLICATION DATED 3/21/14, ZONING CODE, LAND  
DEVELOPMENT CODE

Somerset Townhomes were developed in 2007 at Main and Lakeview in downtown Lake Zurich. 19 units remain undeveloped and Icon Building Group has proposed completion of the townhouse project and construction of these 19 units. The site plan is indicated as compliant with the approved plan. Exterior Appearance approval is sought for changes to the façade. It is indicated that the elevations will be revised slightly and will use the same building materials. Clarify:

- 1) Materials: Clarify all exterior materials and colors proposed – exterior walls, windows, roof, deck/balcony, decorative features.
  - 2) Changes: Detail all changes from the existing approved development to the proposed elevations.
- Consideration for Exterior Appearance approval shall be based on standards outlined in Zoning Code 21-103.

# Memo

**To:** Sam Hubbard, Village Planner  
**From:** Betty Harrison, EQC Supervisor  
**CC:**  
**Date:** April 2, 2014  
**Re:** Staff Review – April 16<sup>th</sup> Plan Commission Meeting

---

1. Icon Building Group – Somerset Townhome Block C

No changes or impact for water service or wastewater service. No issues for Utilities Division of Public Works.



Civil Engineering  
Surveying  
Water Resources Management  
Water & Wastewater Engineering  
Supply Chain Logistics  
Construction Management  
Environmental Sciences  
Landscape Architecture  
Land Planning

## MEMO

**To:** Sam Hubbard, Village Planner  
Dan Peterson, Building and Zoning Manager

**From:** Peter Stoehr, P.E.

**Date:** April 4, 2014

**Re:** Icon Building Group  
Somerset Townhome Development Block C

---

The following information was submitted for review:

1. Amendment to Exterior Appearance approval to complete the remaining three (3) townhome buildings, located in the B-2 Central Business District.

Based on a review of the submitted information, Manhard Consulting, Ltd has no comments to the proposed changes as it relates to engineering.



**VILLAGE OF LAKE ZURICH FIRE RESCUE DEPARTMENT**  
**FIRE PREVENTION BUREAU**  
**1075 OLD MCHENRY ROAD, LAKE ZURICH, ILLINOIS 60047**  
**PHONE: 847.540.5073 • WWW.LZFIRERESCUE.ORG**  
**JOHN M. BZDUSEK SR., DEPUTY FIRE MARSHAL**

March 27, 2014

Sam Hubbard  
Village Planner  
505 Telser Rd.  
Lake Zurich, IL 60047

Re: PR14-073          Somerset Townhomes Preliminary Review

The Fire Prevention Bureau has conducted a preliminary review of the proposed building of the three Somerset Townhomes on Lakeview Place in Lake Zurich. This review is based on the 2006 International Building and Fire Prevention Codes and Local Code amendments. The following items have been noted in this review.

1. A permit for the installation of an automatic fire suppression system (sprinkler system) is required as specified in the Lake Zurich Building Code. The installation shall be in accordance with NFPA 13 and Local Code requirements. Request written response be submitted verifying that the sprinkler protection will be provided.

225 ILCS 325 3d  
LZBC 8-9-2: 903.2

2. A permit for the installation of an automatic fire detection system (fire alarm system) is required as specified in the Lake Zurich Building Code. The installation shall be in accordance with NFPA 72 and Local Code requirements. Request written response be submitted verifying that the fire alarm system will be provided.

LZBC 8-9-2: 903.4.2

3. Every multi-occupant structure that does not have common areas shall be provided with a sprinkler room. The room shall be provided with a separate street address and label on the exterior access door stating "SPRINKLER ROOM." The exterior access door shall swing out. The interior dimension of the room shall be minimally 30 square feet with any dimension not being less than four feet for any residential structure. An approved sidewalk or paved area shall be provided leading from a common way to the entrance of the sprinkler room. The interior shall be provided with adequate illumination and emergency lighting. The exterior area adjacent to the sprinkler room door shall be provided with adequate

**VILLAGE OF LAKE ZURICH FIRE RESCUE DEPARTMENT**  
**321 S. BUESCHING ROAD, LAKE ZURICH, ILLINOIS 60047-3226**  
**PHONE: 847.540.5070 • WWW.LZFIRERESCUE.ORG**  
**DAVID P. WHELOCK, FIRE CHIEF/DIRECTOR**



illumination. A separate approved electrical service panel shall be provided within the room. Every sprinkler room shall contain only approved fire protection equipment or mechanical equipment specified in this Section. No other mechanical equipment or storage will be allowed. Every residential sprinkler room shall be insulated according to the prescriptive requirements of the International Energy Conservation Code for residential occupancies and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. Every commercial sprinkler room shall be insulated according to the Building Code and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. A low temperature alarm device shall be connected to the fire alarm system that initiates a supervisory signal when the temperature reaches forty degrees Fahrenheit. The Fire Alarm Control Panel shall be located within this room. It shall be mounted on the wall with the top of the panel no higher than six feet above the floor of the room. It shall be clearly accessible with no obstructions nearer than eighteen inches from any edge of the panel. The panel shall be mounted in a manner that protects it from water damage. A manual pull station shall be mounted next to the alarm panel. All portions of the sprinkler system shall drain into the drain located in the sprinkler room or directly outside. Any drain that terminates outside shall not cause water to collect within five feet of electrical equipment, discharge within five feet of electrical equipment, or cause other hazardous conditions to mechanical equipment or public or private areas. All drain valves for common systems including the dry system drain for the common attic area shall be located in the sprinkler room. A sanitary floor drain shall be installed in the room sufficiently sized to meet the flow rate of any device, including the backflow device. All interior walls within a sprinkler room shall use water resistant gypsum backing board.

LZBC 8-9-2:903.7

4. Fire Hydrants shall be provided as specified in the Village of Lake Zurich Municipal Code. Fire hydrants will be provided no less than 50 and no more than 200 feet from the fire department connection. A minimum spacing of 300 feet on water mains is required.

L.Z. Municipal Code 10-6-7

5. Fire lanes shall be provided as specified in the Village of Lake Zurich Municipal Code.

LZBC 8-9-2: 503.7

6. A supervised key box (Knox Box 4400 Series) shall be provided. The key box will be used for emergency access only.

LZBC 8-9-2: 506.1

7. It is required that the finished building plans be provided in a CAD format. The drawings will be used in the fire departments emergency pre-plan design.

LZBC 8-9-2: 404.5.1

Based on the information provided, the preliminary plans **COMPLY AS NOTED**.

A response letter for the above noted items shall be submitted for review and approval.

Please contact the Bureau office at (847) 540-5073, if you have any questions or comments.

Sincerely,

John M. Bzdusek Sr.  
Deputy Fire Marshal  
Fire Prevention Bureau  
John.bzdusek@lakezurich.org

Cc: Daniel Peterson, Director Building & Zoning



**Village of Lake Zurich**

**Kevin Flinn**  
**Chief of Police**



*Serving with Pride*

**Interdepartmental Memorandum**  
**Commander David M. Bradstreet**

**Police Department**

**Support Services Division**

**March 29, 2014**

**To:** Sam Hubbard  
**Subject:** Icon Building Group –Somerset Townhome Development

The plans have been reviewed by members of the police department. We do not have any recommendations at this time.

Respectfully

*David M. Bradstreet #114*

David M. Bradstreet  
Commander of Administration



# Location Map

Application Number: PC 2014-04 #2





70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

8D

Phone: (847) 438-5141  
Fax: (847) 540-1768  
www.LakeZurich.org

## MEMORANDUM

Date: April 22, 2014  
To: Jason T. Slowinski, Village Manager  
From: Kyle D. Kordell, Management Analyst  
Subject: Increasing Fees for V-Video Gaming Liquor License

**Issue:** At the April 7, 2014 Village Board meeting, Trustees approved an Ordinance authorizing video gaming pursuant to the Illinois Video Gaming Act. Eligible Lake Zurich establishments that wish to include video gaming machines in their respective businesses are required to abide by several regulations, as outlined by the State of Illinois and Village Ordinance #2014-4-963. One of these regulations includes obtaining a "V-Video Gaming" liquor license, which acts as a supplemental liquor license that shall be issued in conjunction with and in addition to the liquor license already required to be held by the establishment for the service, sale, production, or consumption of alcohol.

**Analysis:** Currently, the "V-Video Gaming" liquor license fee is set at \$250 in Title 3, Chapter 3 of the Municipal Code. During discussion at the April 7, 2014 meeting, Trustees and the local business community were open to the possibility of increasing the \$250 fee. The Illinois Video Gaming Act limits non-home rule units of government to a \$25 annual licensing fee per video gaming terminal but does not limit any separate liquor license requirements.

Based on staff research on nearby municipal fees associated with video gaming terminal licensing requirements, an increase to a \$1,000 fee for a "V-Video Gaming" liquor license is not unreasonable.

The annual municipal licensing cost for five terminals (per machine license *plus* supplemental liquor license) in other municipalities' range from \$2,500 in Algonquin, \$2,500 in Berkeley, \$1,500 in East Dundee, \$1,250 in Morton Grove, \$1,000 in Elk Grove Village and \$1,000 in Mundelein. If approved, this proposed increase will bring the Lake Zurich annual municipal licensing cost for five terminals to \$1,125 (includes \$1,000 V-Liquor License *plus* \$25 per machine).

**Recommendation:** A motion to approve Ordinance #2014-5-971 amending Chapter 3 of Title 3 of the Lake Zurich municipal code to increase liquor licensing fees.

w/ Attachments: Comparison of Video Gaming Fees  
Ordinance #2014-5-971

**ORDINANCE NO. 2014-5-\_\_\_\_\_**

**ORDINANCE AMENDING CHAPTER 3 OF TITLE 3 OF THE LAKE ZURICH  
MUNICIPAL CODE TO INCREASE LIQUOR LICENSING FEES**

**BE IT ORDAINED** by the President and Board of Trustees of the Village of  
Lake Zurich, Lake County, Illinois, as follows:

**Section 1:** That Section 3-3B-11 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled "LICENSE FEES" be and is hereby further amended to increase the license fee for license Class V in the existing table shown below, with the current fee shown as stricken through, and the new license fee for the particular license class shown in bold, with underscoring :

"2. Base Fee:

<b><u>License Class</u></b>	<b><u>Fee (Annual Unless Otherwise Stated)</u></b>
A	\$2,350.00
A-1	\$250.00
B	\$2,050.00
B-1	\$250.00
C	\$1,750.00
C-1	\$1,000.00
D-1	\$1,450.00
D-2	\$1,450.00
E	\$75.00
F	\$1,000.00
G-1	\$50.00
G-2	\$250.00
H-1	\$50.00
H-2	\$1,500.00
I	\$0.00
J	\$0.00

K	\$750.00
L	\$250.00
M	\$1,000.00
N	\$1,000.00
O	\$350
P	\$200.00
V	<del>\$250.00</del> <u>\$1,000</u>

No discount is applicable to a class V licenses.

**Section 2:** That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

**Section 3:** That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

**Section 4:** This Ordinance shall be in full force and effect immediately upon its passage and approval as required by law.

PASSED this 5<sup>th</sup> day of May, 2014, pursuant to a roll call vote as follows:

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED this 5<sup>th</sup> day of May, 2014, by the President of the Village of Lake Zurich.

\_\_\_\_\_  
President Tom Poynton

ATTEST:

\_\_\_\_\_  
Village Clerk, Kathleen Johnson



Municipality	Home Rule Status	2010 Estimated Census Count	Special "Video Gaming " License	Annual Cost of Special "Video Gaming" License	Annual License Fee Per VGT	Total Annual Cost for 5 Machines
Algonquin	Yes	30,000	No	N/A	\$500	\$2,500
Barrington Hills	Yes	4,000	No	N/A	\$0	\$0
Bensenville	No	18,000	No	N/A	\$25	\$125
Berkeley	Yes	5,209	No	N/A	\$500	\$2,500
Bloomington	Yes	77,000	No	N/A	\$200	\$1,000
Cary	No	18,000	No	N/A	\$25	\$125
Carpentersville	Yes	38,000	No	N/A	\$250 for 1st VGT. \$50 for each additional.	\$450
Countryside	Yes	6,000	No	N/A	\$100	\$500
East Dundee	Yes	3,000	Yes	\$1,000	\$100	\$1,500
Elburn	No	5,602	No	N/A	\$25	\$125
Elgin	Yes	108,000	No	N/A	\$0	\$0
Elk Grove Village	Yes	33,000	Yes	\$1,000	\$0	\$1,000
Fox Lake	No	11,000	No	N/A	\$25	\$125
Hoffman Estates	Yes	52,000	No	N/A	\$100	\$500
McHenry	Yes	27,000	No	N/A	\$100	\$500
Morton Grove	Yes	23,000	No	N/A	\$250	\$1,250
Mundelein	Yes	31,000	Yes	\$250	\$150	\$1,000
North Aurora	No	17,000	No	N/A	\$25	\$125
Normal	Yes	52,000	No	N/A	\$200	\$1,000
Roselle	No	23,000	Yes	No charge.	\$25	\$125
Round Lake	No	18,000	No	N/A	\$25	\$125
Round Lake Beach	Yes	28,000	No	N/A	\$50	\$250
Round Lake Park	No	7,000	No	N/A	\$25	\$125
Streamwood	Yes	40,000	No	N/A	\$150	\$750
Wauconda	No	14,000	No	N/A	\$25	\$125
Wheeling	Yes	38,000	Yes	\$500	\$250 for 1st VGT. \$50 for each additional.	\$950
Woodstock	No	25,000	No	N/A	\$25	\$125
Lake Zurich (current)	No	20,000	Yes	\$250	\$25	\$375
Lake Zurich (proposed)	No	20,000	Yes	\$1,000	\$25	\$1,125

**Community Services Dept.**

- Building & Zoning
- Public Works

505 Telser Road  
Lake Zurich, IL 60047



AGENDA ITEM

8 E

Phone: (847) 540-1696  
Fax: (847) 726-2182  
[www.LakeZurich.org](http://www.LakeZurich.org)

**MEMORANDUM**

**Date:** April 28, 2014

**To:** Jason T. Slowinski, Village Manager

**From:** Michael J. Brown, Public Works Manager  
Michael J. Earl, Director of Community Services

**Subject:** **Bid Award: 2014 Road Resurfacing Program**

**Issue:** Per Board approval at the March 3 meeting, staff solicited bids for the 2014 Road Resurfacing Program. The bid opening occurred on April 18, 2014. The Village received five bids. Staff recommends the Village Board award the contract to the lowest responsible bidder.

**Background:** The Village's Engineer, Manhard Consulting, prepared plans and bid specifications for streets in the Industrial Park, and portions of Red Bridge Road and Surryse Road. Please refer to the Attachment for a complete listing of streets. The program consists of sidewalk and curb and gutter removal and replacement, cold-in-place asphalt recycling and placement of new asphalt surface. Per the bid specifications, the contractor will provide a one-year warranty. With proper maintenance (crack sealing, spot repairs, etc.), the roads have an estimated life of 15-20 years. The program is funded through the Non-Home Rule Sales Tax (NHRST) Fund for which \$1.5M was set aside in the 2014/15 budget.

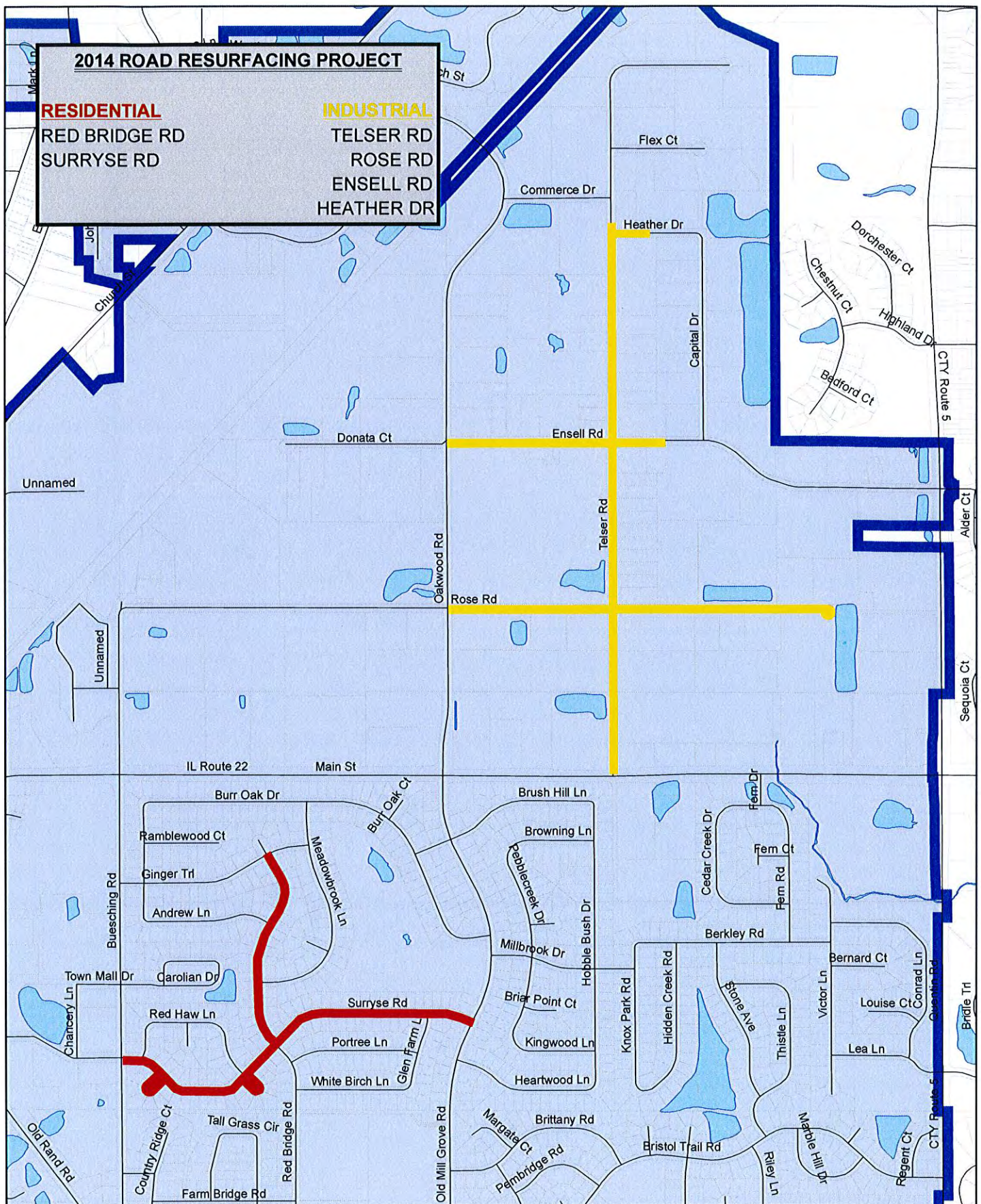
**Analysis:** The bid results are shown below. The lowest responsible bid was received from Peter Baker & Son Co. of Lake Bluff, Illinois. Staff and Manhard Consulting are familiar with Peter Baker & Son Co. as they are a known and reputable bidder in Lake County. In light of the fact that the low bid is well under the authorized budgeted amount, staff will discuss with Peter Baker & Son Co. the possibility of resurfacing additional streets. Staff will review and report back to the Village Board.

Name of Bidder	Bid Amount
Peter Baker & Son Co. (Lake Bluff, IL)	\$1,116,326.08
Arrow Road Construction (Mount Prospect, IL)	\$1,117,887.94
Schroeder Asphalt (Marengo, IL)	\$1,193,843.97
Johnson Paving (Arlington Heights, IL)	\$1,238,715.57
Chicagoland Paving (Lake Zurich, IL)	\$1,254,900.00

**Recommendation:** Staff recommends the Village Board award the bid to Peter Baker & Son Co., Lake Bluff, IL in the amount of \$1,116,326.08.

w/ Attachments: 2014 Road Resurfacing Projects Map





Village of Lake Zurich  
**2014 Road Resurfacing Project**

 Village Boundary

Source: 2013 Lake County GIS Data.

0 500 1,000 Feet

Date: 02/19/14

 **Manhard**  
 CONSULTING LTD



70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

8F

Phone: (847) 438-5141  
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## MEMORANDUM

Date: April 28, 2014

To: Mayor and Village Board of Trustees

From: Jason T. Slowinski, Village Manager

Subject: Adoption of Village Seal, Flag, Slogan, and other Alternative Logos

**Issue:** Consideration of the adoption of a Village seal, official flag, slogan, and other logos for use by the Village of Lake Zurich in pursuit of its corporate mission and purposes.

**Background:** For the past ten years, the Village of Lake Zurich has used as its official logo the image that appears at the top of this memorandum. It most often appears in solid blue (as above) but also is used in a black/white version as well as full color as depicted below:



Other logos that have been used by the Village in recent times include:



"Shaking Hands" Logo



"Shaking Hands" Seal



1996 Centennial Logo



Parks & Rec Anniversary

As part of an initiative to better market the Village and establish a contemporary and consistent Lake Zurich brand, the Village Manager's Office has worked with several graphic designers over the course of the past six months to develop a new logo—including a seal, flag, and slogan.

**RE: Adoption of Village Seal, Flag, Slogan, and Alternative Logos**

April 28, 2014

Page 2

This effort has resulted in a new Village seal, “alternative” marketing logos, a Village slogan, and an official Village of Lake Zurich flag. All of these items are designed to work in concert with one another in a unified branding effort. The Village seal is intended for official business use and corporate purposes of the Village of Lake Zurich, the Board of Trustees and the various Village departments and officials. Alternative logos were developed and intended as marketing logos for Village events, programming, services, and other promotional opportunities. The Village flag and slogan were created to inspire civic pride in the Lake Zurich community.

It is anticipated that the rollout of a new official Village of Lake Zurich website will be the final piece of this branding initiative and is scheduled to occur on short order following the adoption of the new logo designs by the Village Board.

The new concepts are attached as Exhibit “A” to the Resolution in the Village Board packets and will be unveiled to the general public at the May 5<sup>th</sup> Village Board meeting. Staff seeks the Village Board’s approval via the attached Resolution.

**Recommendation:** Staff recommends adopting the attached Resolution establishing a Village Seal, official flag, slogan, and other alternative logos for official business use by the Village of Lake Zurich.

w/ Attachment:        Resolution

VILLAGE OF LAKE ZURICH  
RESOLUTION NO. 2014-\_\_-\_\_\_\_\_

A RESOLUTION ADOPTING  
A VILLAGE SEAL, VILLAGE FLAG, VILLAGE SLOGAN, AND OTHER  
ALTERNATIVE LOGOS

WHEREAS, the existing logo for official Village business has been in use for the past ten years; and

WHEREAS, the Board of Trustees desires to create a unique and consistent brand for the Village of Lake Zurich; and

WHEREAS, the Board of Trustees wishes to create a contemporary and distinctive image for the Village of Lake Zurich; and

WHEREAS, a unique and consistent brand will aid the Village of Lake Zurich in its efforts to promote various Village programs and services as well as market the Village as a place in which to reside and conduct business; and

WHEREAS, an important function of a corporate logo is to provide a manner in which to clearly communicate to the public regarding programs and services that are funded and offered through the Village's tax dollars.

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

Section 1. Recitals. The foregoing recitals are hereby incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. Adoption. The Village seal, Village flag, Village slogan, and other alternative logos depicted in Exhibit A attached to this Resolution are hereby adopted by the Board of Trustees as official corporate marks of the Village of Lake Zurich.

Section 3. Authority Granted to Village Manager to Develop Rules and Style Guidelines. The Village Manager is hereby authorized to promulgate administrative rules and style guidelines for the permissible uses of the Village seal, logos, and slogan by Village departments and employees. Furthermore, the Village Manager shall be the custodian of Village logos and is authorized to further alter the logos adopted in Section 2 as may be necessary for special events, anniversaries, or other commemorations.

Section 4. Display of the Village Flag. The Village flag shall be displayed at all Village buildings and facilities that provide or offer services to the public. Furthermore, the Board of Trustees encourages the Village flag to be displayed at other public buildings and private residences within the Village of Lake Zurich as a source of pride in the Lake Zurich community.

Section 5. Effective Date. This Resolution shall be effective immediately upon its passage.

APPROVED this 5<sup>th</sup> day of May, 2014.

AYES:

NAYS:

ABSENT:

ADOPTED this 5<sup>th</sup> day of May, 2014.

By: \_\_\_\_\_  
Thomas Poynton, Village President

SEAL

ATTEST:

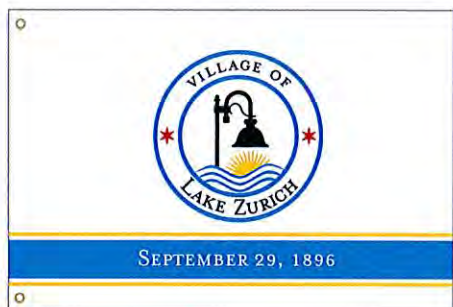
\_\_\_\_\_  
Kathleen Johnson, Village Clerk

## EXHIBIT "A"

### TO A RESOLUTION ADOPTING A VILLAGE SEAL, VILLAGE FLAG, VILLAGE SLOGAN, AND OTHER ALTERNATIVE LOGOS



Village Seal. The Seal consists of two blue concentric circles of equal line width; between the outermost and innermost circles the words "Village of" and "Lake Zurich" appear in capital letters in "Mrs. Eaves" typeface. Two six-point red stars separate the words "Village of" and "Lake Zurich" and represent the Village's connection to Chicago and the broader metropolitan area. In the center of the innermost circle is a depiction of the distinctive lamppost style found on Main Street and the promenade in downtown Lake Zurich as well as other neighborhoods of the community. Three blue lines depicting waves represent three pillars of the community: "citizens", "business", and "government." A partial rising gold sun appears over the three waves and represents the bright future of Lake Zurich.



Village Flag. White rectangular flag with the Village Seal appearing in the center. A blue band appears across the bottom of the flag with two parallel thin offset gold lines above and below. In the center of the blue band are the words "September 29, 1896" in capital letters in "Trajan" typeface in reference to the Village of Lake Zurich's date of incorporation.



*At the Heart of Community*



Village Slogan. The Village slogan is “At the Heart of Community” and represents the closeness of the Lake Zurich community and the Village’s central role in advancing civic pride and maintaining a vibrant, strong community.

Alternative Logo 1. The words “Village of Lake Zurich Illinois” appear together with “Lake Zurich” holding a prominent position in the arrangement. The words “Village of” and “Illinois” appear in all capital letters in the “Trajan” typeface. “Lake Zurich” appears in all capital letters in the “Poetica” typeface. The letters “L” and “Z” in Lake Zurich are larger to call more attention to them and the bottom of the letter “Z” forms a single wave representative of the lake. The letter “I” in Zurich is accented with the red, six-point star found in the Village Seal.



Alternative Logo 2. Combining elements of the Village Seal and Alternative Logo 1, this alternative version also incorporates an artistic depiction of the pergola structure that is part of the downtown lakefront promenade. The distinctive lamppost style depicted here is slightly varied in that it contains a “pawprint” of the namesake Bears of the Lake Zurich High School near the top of the lamppost. This “pawprint” element is in reference to the important role that Lake Zurich schools play in the fabric of the community.



*At Left: Closeup View of “Pawprint” Element in Alternative Logo 2.*



**K T J**KLEIN, THORPE & JENKINS, LTD.  
Attorneys at Law**WEEKLY LAW BULLETIN**

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*Tracking Legal Developments that Affect Our Clients***REQUIRED NEW POLICIES & NOTICES**

- THE PUBLIC ACCESS COUNSELOR ("PAC") DETERMINED THE INCLUSION OF AGREEMENTS AND RESOLUTIONS IN AN AGENDA PACKET DOES NOT MEET THE "PUBLIC RECITATION" REQUIREMENT OF SECTION 2(E) OF OPEN MEETINGS ACT ("OMA").

**MUNICIPAL DEVELOPMENTS****New Cases**Tort Immunity Act*Robles v. The City of Chicago*

2014 IL App (1st) 131599 (April 9, 2014)

The Appellate Court reversed the trial court's grant of summary judgment in favor of the defendant and remanded the case for trial. The decedent's estate filed a wrongful death suit, alleging willful and wanton misconduct against the City of Chicago ("City") and police officers after the police shot the decedent in the back, killing him, as he was running away from the police after car chase. The video-recording of the incident from a nearby business at scene later disappeared. The Appellate Court determined that Section 2-202 of the Tort Immunity Act applied to this case, as the officers were engaging in the enforcement of the law when they pursued and shot the decedent. The Court rejected the argument that Section 2-201 of the Tort Immunity Act, which provides absolute immunity for discretionary acts, applied

because the more narrow immunity of Section 2-202 of the Tort Immunity Act apply. The Court emphasized that police will always have to use discretion in enforcing the law and allowing Section 2-201 immunity would render Section 2-202 useless. The Court determined that potential conflicts existed between the testimonies of the police officers and the physical evidence; therefore, a triable issue of fact exists as to whether police acted willfully and wantonly and summary judgment is not appropriate. If willful and wanton conduct is proven at trial, then the estate may recover damages, as Section 2-202 immunity does not apply to willful and wanton conduct.

Freedom of Information Act*Sage Information Services v. Subr*

2014 IL App (2d) 130708 (April 14, 2014)

The Appellate Court affirmed the trial court's decision regarding the cost for electronic records requested in a Freedom of Information Act ("FOIA") request. The Court held that the county supervisor of assessments and the FOIA officer were required to disclose the requested records and must provide them at the cost set forth in Section 6(a) of FOIA. The county supervisor of assessments argued that Section 9-20 of the Property Tax Code controlled and that the supervisor could charge a "reasonable fee" for copying and providing records. The Court rejected this argument and held that pursuant to Section 6(a) of FOIA, the Property Tax Code does not allow the county to escape the cost-only rule for



electronic records. The Court emphasized that Section 9-20 of the Property Tax Code refers to the cost of a copy or a printout and here, the plaintiff was requesting electronic records. As such, the Court found that the county could only charge the requestor for the actual cost of purchasing the recording medium when the documents are requested in electronic format.

### New Policy

#### Public Access Opinions –

<http://foia.ilattorneygeneral.net/bindingopinions.aspx>

#### Open Meetings Act

Public Access Opinion 14-001

(April 10, 2014)

On remand from the circuit court, the Public Access Counselor ("PAC") found that the Springfield Board of Education ("School Board") violated Section 2(e) of the Open Meetings Act ("OMA") by failing to adequately inform the public about the nature of its business before taking final action on a separation agreement. In February of 2013, the School Board voted to approve a separation agreement with the former Superintendent of the school district. As part of the agenda, a copy of the separation agreement was posted on the website. The School Board's recitation stated that the Board was voting for the "approval of a resolution regarding the separation agreement" and that the Board President recommends to "vote to approve the separation and release between Dr. Walter Milton Jr. and the Board of Education." The PAC found that Section 2(e) of OMA was not satisfied when the Board posted the separation agreement on the Board's website

and included a summary on the meeting agenda. The PAC reasoned that Section 2(e) of OMA requires that final action may only be taken at open meetings, and must follow a public recitation of the nature of the action, such that the public is informed of the business being conducted. In contrast, Section 2.02 of OMA sets separate requirements, namely, that an agenda be posted forty-eight (48) hours prior to the meeting at the principal office, and also on the website, should a website exist. Section 2.02 of OMA is intended to be general and provide the public with enough information to determine whether to attend the meeting. However, Section 2(e) of OMA is intended to ensure that the public in attendance at the meeting is properly informed about the business being conducted. According to the PAC, posting the agreement on the website did not satisfy Section 2(e) of OMA's "public recital" requirement. Additionally, the public recitation at the meeting as described above was not specific enough to satisfy Section 2(e) of OMA. In particular, the public should have been informed that the separation agreement included a lump sum payment to Dr. Milton. The PAC stated that Section 2(e) does not require a full recitation of every document that comes before a public body, but the PAC suggested that the Board provide the public with a summary of the pertinent terms of the agreement before voting on it, so that the recitation contains enough information that the public is informed about the business being conducted.



**News**

**Illinois Municipal League –**  
<http://legislative.impl.org/>

**Illinois Moves to Ease Chicago Pension Problems**

The Illinois Municipal League ("IML") reported a New York Times story regarding the progress on Mayor Rahm Emmanuel's plan to improve the status of Chicago pensions. The Illinois legislature has approved a plan to address pension problems by requiring City of Chicago ("City") employees to pay more for their retirement benefits and by granting smaller increases in benefits. This revision will affect 56,000 City workers and retirees, who are part of two (2) different pension funds. Several other pension funds are not addressed by this legislature, such as those covering firefighters, police officers, and public school teachers. Of those pensions addressed, the new plan aims for coverage of ninety percent (90%) of pensions in forty (40) years.

**SCHOOL DEVELOPMENTS**

**New Legislation**

**Flinn Report – April 11, 2013 –**  
[www.ilga.gov/commission/jcar/flinn/flinn.asp](http://www.ilga.gov/commission/jcar/flinn/flinn.asp)

**Superintendents**

The Illinois State Board of Education ("ISBE") proposed a new Part titled "Programs for the Preparation of Superintendents in Illinois" (23 Ill Adm Code 33; 38 Ill Reg 7822). The proposed new Part would implement the recommendations of the Illinois Superintendent Advisory Group

("ISAG"), which redesigned the way superintendents are to be prepared in Illinois. The rule addresses general requirements, internship and coursework requirements, candidate selection, program approval and competency goals for the new superintendents. The superintendent endorsements under the current standards will not be issued after September 1, 2019, and the candidates will not be admitted to superintendent endorsement programs under the current standards after August 31, 2016. Public comment is available through May 27, 2014.

**HIV/AIDS**

The Department of Public Health proposed amendments to "Control of Sexually Transmissible Diseases" (77 Ill Adm Code 693; 38 Ill Reg 7785) and "HIV/AIDS Confidentiality and Testing Code" (77 Ill Adm Code 697; 38 Ill Reg 7808). The proposed rulemaking would implement Public Act 98-353, which became effective on August 16, 2013. Public Act 98-353 removed the requirement that students, enrolled in a school program, notify the school's principals that he or she is infected with HIV. Public comment is available through May 27, 2014.

**Illinois State Board of Education –**  
[www.isbe.net/rules/proposed/default.htm](http://www.isbe.net/rules/proposed/default.htm)

**Superintendents**

The Illinois State Board of Education ("ISBE") has proposed amendments to Part 25 (Educator Licensure). Specifically, the ISBE proposed to amend to the requirements for superintendent preparatory programs. The changes would go into effect on September 1, 2019, so existing programs



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would be allowed to enroll participants until September 1, 2016 to ensure that they can complete their endorsement programs before the new requirements go into effect. Public comment is available through May 12, 2014.

### Evaluation of Certified Employees under Articles 24A and 34 of the School Code

The Illinois State Board of Education ("ISBE") proposed amendments to Section 50.20(e) of Part 50 (Evaluation of Certified Employees under Articles 24A and 34 of the School Code) to allow districts to use composite results from the 2011, 2012 and 2013 administrations of the state assessments (i.e., Illinois Alternative Assessment ("IAA"), ISAT or PSAE) as data to satisfy performance evaluation systems. Section 24A-2.5 of the School Code requires districts that perform in the lowest twenty percent (20%) of the state to implement performance evaluation systems incorporating data and indicators of student growth. Per Section 50.20(d), the School Code requires these plans to go into effect beginning September 1, 2015. The changes indicate that the State will create a list to identify districts in the lowest twenty percent (20%) of the state at a single point in time, it will be used for implementation of the Performance Evaluation Reform Act ("Act"), and that the proposed method of compliance with the Act will look at district performance in its entirety, rather than at a specific subset of schools. Finally, the Board proposed amendments to modify the terminology in the Rule to comply with requirements in the educator licensure system that went into effect July 1, 2013. Public comment is available through June 9, 2014.

## News

### **NSBA Legal Clips –**

<http://legalclips.nsba.org>

### Minnesota Enacts Stringent Anti-Bullying Law

Minnesota enacted a new bullying prevention law that will require increased vigilance by schools to protect its students from bullying and harassment by other classmates. The Safe and Supportive Schools Act ("SSSA") replaces possibly one of the weakest anti-bullying laws in the United States. Unlike the previous law, the SSSA requires local districts to track and investigate instances of bullying. Additionally, the school districts must train the school staff and teachers on how to properly prevent bullying. In implementing the new law statewide, the costs have been estimated between \$5 million and \$25 million.

### **Illinois Attorney General –**

[www.illinoisattorneygeneral.gov/pressroom/index.html](http://www.illinoisattorneygeneral.gov/pressroom/index.html)

### Illinois Emergency Epinephrine Act

Attorney General Lisa Madigan announced that the House voted to expand access to emergency epinephrine in Illinois schools, in order to save children from allergic reactions. House Bill 5892, which passed unanimously, increases access to epinephrine by allowing any trained school employee or volunteer to administer epinephrine to children with known allergies who are having a reaction. The Illinois Emergency Epinephrine Act, which House Bill 5892 expands, previously only allowed school nurses to administer the epinephrine. The bill also requires schools to report every incident of emergency



epinephrine to the Illinois State Board of Education, so the Board can better plan for emergencies.

**Education Weekly –**  
[www.edweek.org](http://www.edweek.org)

New Hampshire School District and U.S. Department of Education Reach Resolution on Discrimination against English Language Learners and Minority Students by Excluding Them from Higher-Level Courses

The United States Department of Education's Office of Civil Rights ("OCR") investigated the Manchester School District in New Hampshire to determine if the school district's policies and procedures effectively excluded black, Hispanic, and English Language Learner ("ELL") students from college preparation ("AP") courses and programs. After finding that black and Latino students were under-enrolled in the district's AP courses, the school district and OCR reached a resolution. Part of the problem was attributed to the "levels" program run by the district. The program would place a student into a different level during his or her freshman year based on testing performance. Changes out of one's level were incredibly rare. Some specific steps taken by the district to address the problem, and in accordance with the resolution, include:

- Assess the enrollment of students by race, national origin, and ELL status in its higher-level learning opportunities, and identify the root causes of these disparities;
- Implement strategies to increase participation in higher-level learning opportunities, in particular for black,

Latino, and ELL students;

- Improve communication and outreach about these opportunities to students and parents, in particular, providing this information to non-English speaking parents in a language they can understand;
- Consider eliminating the GPA and class rank penalties associated with withdrawing from higher-level courses; and
- Assess the impact of assigned academic "levels" to students when they enter high school on their participation in higher-level classes.

**United States Department of Education –**  
[www.ed.gov/index.jhtml](http://www.ed.gov/index.jhtml)

U.S. Department of Education Enters Agreement with School District to Correct Violations of Title VI of the Civil Rights Act for English Language Learners

The United States Department of Education's Office for Civil Rights ("OCR") entered into an agreement with the Hazelton, Pennsylvania, Area School District to correct violations of Title VI of the Civil Rights Act of 1964 for English Language Learner ("ELL") students. The OCR found the district to be noncompliant in the following ways:

- Some students whose primary language is not English were inappropriately excused from the English language development program;
- The district did not provide required



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instructional time for over 240 elementary school ELL students;

- The district did not evaluate the effectiveness of its program and address any deficiencies;
- The district did not have an effective system to identify Limited-English Proficient ("LEP") parents and to ensure that interpreters were always available when needed.

The agreement requires that the school district take a number of corrective actions, including:

- Ensuring that students whose primary home language is not English be promptly assessed for English language proficiency to determine eligibility for placement in an English language development program and that students will not be improperly exempted from assessment;
- Assessing students who were improperly exempted from language proficiency assessment to determine whether they may be eligible to receive English language development services;
- Conducting a comprehensive evaluation of the English Language Development Program ("ELDP") at each school level to determine its effectiveness and making modifications to address areas where the ELDP is not meeting the district's goals;
- Developing and implementing policies and procedures to ensure that LEP parents are notified, in a language they

understand, of school activities that are called to the attention of other parents; and

- Providing training to appropriate staff on procedures for identifying language-minority parents and on policies and procedures for serving language minority parents.

**Illinois Association of School Boards –**  
[www.iasb.com/press/](http://www.iasb.com/press/)

### Bills of Interest – Alliance Report

The Illinois Association of School Boards has been monitoring several bills in the House and Senate that affect local school districts. Key legislative issues include bills on student discipline (Senate Bill 3004), bullying (House Bill 5707), charter schools (House Bill 4237, House Bill 3937, House Bill 3754, House Bill 4591), and school funding (Senate Bill 16). In addition to these key legislative issues, there are pending bills that address school building construction, truancy and the IHOPE program, Grow Your Own Teachers program and others.

## LABOR AND EMPLOYMENT

### **New Cases**

#### Section 1983 Action

*Harper v. Fulton County, Illinois*

2014 WL 1363996

(7th Cir. April 8, 2014)

The Seventh Circuit held that the District Court properly granted the defendant's motion for summary judgment. The plaintiff, a female County Treasurer, filed a Section 1983 action alleging that the defendant's failure to pay her a salary equal to that of the



male County Clerk violated her equal protection rights. Although the plaintiff presented evidence that her employer's action to remove her as Chairman was gender-based, the Court held that this evidence was speculative and that the plaintiff lacked direct evidence of gender discrimination. The defendant demonstrated that plaintiff's lower salary was based on various instances of performance deficiencies and not from and gender discrimination and the plaintiff failed to counter this evidence. Therefore, the plaintiff could not meet her burden.

### News

#### Civil Rights for Pregnant Employees

House Bill 8 has passed the House and is being considered by the Senate. House Bill 8 amends the Illinois Human Rights Act to require that employers provide "reasonable accommodations" for all working pregnant women, including part-time and full-time employees. The definition of "pregnancy" includes pregnancy, childbirth, or conditions related to pregnancy or childbirth. The bill provides examples of some reasonable accommodations, which include more frequent or longer bathroom breaks, breaks for increased water intake, breaks for periodic rests, private non-bathroom space for breast feeding or pumping, seating, assistance with manual labor, light duty, temporary reassignment to less strenuous or hazardous position, job restructuring, a part-time or modified work schedule, and time off to recover from childbirth.