

**Monday, June 3, 2013, 7:00 p.m.**

**A G E N D A**

**1. CALL TO ORDER**

**2. ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes, Trustee Dana Rzeznik, 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**

**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. Minutes of the Village Board Meeting, May 20, 2013**

**B. Bid Award for Landscape Services**

**Summary:** On May 3<sup>rd</sup> the Village solicited bids for landscaping services for a public bid letting on May 24<sup>th</sup>, 2013. Public Works has reviewed the one bid received and recommends contracting with Sebert Landscaping in the amount of \$155,098.80.

**C. Approval of Agreement for Iron Girl Triathlon**

**Summary:** Staff and legal counsel have been working in conjunction with World Triathlon Corporation (WTC) for nearly one year to develop the attached agreement in order to bring the Iron Girl Triathlon to the Village of Lake Zurich. Recommendation is to approve the agreement.

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

**D. Lake Zurich Iron Girl Triathlon Resolution (Amended)**

**Summary:** The former resolution that approved the June 16<sup>th</sup> Iron Girl Triathlon has been amended, as required by the Illinois Department of Transportation, to



include a temporary closure and rerouting of traffic on Route 22 from Main Street to Route 12.

**7. OLD BUSINESS**

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

**No old business at this time.**

**8. NEW BUSINESS**

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

**A. Courtesy Review for Peapod Site Plan Expansion (Trustee Loewes)**

**Summary:** George Matocha, the Applicant for Peapod, requested a courtesy review with the Village of Lake Zurich seeking referral to the Plan Commission for site plan approval. This courtesy review request merits a meeting and consideration by the Lake Zurich Plan Commission.

**B. Approval of Zoning Variation for 1044 Cormar Drive (Trustee Loewes)**

**Summary:** Jason and Katherine Primak are the new owners of 1044 Cormar Drive. The Applicants filed an application with the Village of Lake Zurich seeking the following zoning code variation: (a) reduction of required interior side yard for installation of an above ground swimming pool. The Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16, 2013, and unanimously recommended that the Board of Trustees approve the Application for relief of swimming pool interior side yard requirements. Staff concurs with the recommendations by the Zoning Board of Appeals.

**Recommended Action:** Motion to approve “An Ordinance Granting a Variation for 1044 Cormar Dr” Assign ORD 2013-06-893.(Roll Call Vote)

**C. Approval of Zoning Variation for 219 Clair View Court (Trustee Loewes)**

**Summary:** Steven and Michele Hadaway are the new owners of 219 Clair View Court. The Applicants filed an application with the Village of Lake Zurich seeking the following zoning code variation: (a) reduction of required interior side yard for driveway expansion. The Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16, 2013, and unanimously recommended that the Board of Trustees approve the Application for relief of driveway interior side yard requirements. Staff concurs with the recommendations by the Zoning Board of Appeals.

**Recommended Action:** Motion to approve “An Ordinance Granting a Variation for 219 Clair View Ct” Assign ORD 2013-06-892. (Roll Call Vote)

**D. Planned Unit Development and Site Plan Amendment for Bradford Town Crossing (Trustee Loewes)**



**Summary:** Bill Shank, the Applicant for the Bradford Town Crossing development, requested approval of: an amendment to the planned unit development and an amendment to the site plans.

**Recommended Action:** Motion to approve the “major adjustment” to the PUD and site plans. Roll Call Vote)

- E. Courtesy Review for Preliminary and Final Plat of Subdivision, Planned Unit Development Approval, Special Use Permit Approval, Site Plan Approval, and Exterior Appearance Approval: LZ Shops Subdivision at 440 S. Rand Rd (Trustee Loewes)**

**Summary:** Adam Firsell, the Applicant for the LZ Shops Subdivision, requested a courtesy review with the Village of Lake Zurich seeking referral to the Plan Commission for the approval of: preliminary and final plat of subdivision, planned unit development, special use permit, site plans, and exterior appearance. This courtesy review request merits a meeting and consideration by the Lake Zurich Plan Commission.

- F. Semi-Monthly Warrant Register Dated June 3, 2013, Totaling \$409,197.24 (Trustee Halen)**

**Recommended Action:** Motion to approve the semi-monthly warrant register dated June 3, 2013, totaling \$409,197.24 (Roll Call Vote)

**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.)

- A. Bi-weekly Departmental reports as of May 28, 2013**

**11. ATTORNEY'S REPORT**

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

**12. DEPARTMENT HEAD REPORTS**

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

**13. ADJOURNMENT**

Attachments:

1. Fire and Police Commissioners Minutes, April 16, 2013.
2. Fire and Police Commissioners Agenda, May 21, 2013.
3. Zoning Board of Appeals Minutes, May 16, 2013.



4. Zoning Board of Appeals Cancellation, June 20, 2013.
5. Calendar for June, 2013.

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.





**VILLAGE OF LAKE ZURICH**  
**Board Of Fire & Police Commissioners**  
200 Mohawk Trail  
Lake Zurich, IL 60047

The regularly scheduled meeting of the Board of Fire and Police Commission was held on April 16, 2013 at the Lake Zurich Police Department, 200 Mohawk Trail, Lake Zurich, Illinois.

**Call to Order:**

The meeting was called to order at 5:05 pm by Commissioner Chairman Kelly. The following members were present: Commission Chairman Kelly; Commissioner Reck; Commissioner Grooms; Police Chief Finlon; Fire Chief Wheelock; Office Manager Chesser; and Office Manager Kauffman.

**Absent:**

None

**Others Present:**

None

**Approval of Minutes:**

Commissioner Grooms motioned to approve the minutes of the February 19, 2013 meeting, seconded by Commissioner Reck. All ayes. Motion was approved by voice vote.

**Communications:**

None

**Pending Business**

**Fire:**

No pending business.

**Police:**

Update on Disciplinary issue - Chief Finlon explained Officer TeRonde is back to work. It is conditional.

**New Business**

**Fire:**

Chief Wheelock announced that two Firefighter/Paramedic candidates have now been sent to the Police Department for background checks. One of those background checks has been completed. Chief Finlon said he would inquire on the status of the second background check. Chief Wheelock also discussed that Doug Erb, the newest FF/PM, began work on April 8 and he is in the second week of his Orientation.

There was also discussion of possible upcoming personnel changes including some possible retirements later this year.

**Police:**

No new business





**VILLAGE OF LAKE ZURICH**  
**Board Of Fire & Police Commissioners**  
200 Mohawk Trail  
Lake Zurich, IL 60047

**Adjournment:**

There being no further business to come before the Board, Commissioner Reck made a motion to adjourn and it was seconded by Commissioner Grooms. All ayes. Motion carried by voice vote. Meeting adjourned at 5:20 pm.

*John H. Kelly*  
Chairman

5-21-13  
Date

Submitted by: *Diana Chasob*  
Recording Secretary





**VILLAGE OF LAKE ZURICH**  
**Board Of Fire & Police Commissioners**  
200 Mohawk Trail  
Lake Zurich, IL 60047

**PUBLIC NOTICE**  
**BOARD OF FIRE & POLICE COMMISSIONERS**

The regularly scheduled meeting of the Board of Fire and Police Commissioners on May 21, 2013 will be held at the Lake Zurich Police Department, Conference Room, 200 Mohawk Trail, Lake Zurich, Illinois, in accordance with the Illinois Compiled State Statutes.

**Agenda:**

**I Call to Order**

Commission Chairman Kelly, Commissioner Grooms, Commissioner Reck, Fire Chief Wheelock, Police Chief Finlon, Office Manager Chessner, Office Manager Kauffman

**II Approval of Minutes:**

April 16, 2013

**III Communications**

**IV Pending Business**

**Fire:**

Update on Hiring Process

**Police:**

**V New Business**

Election of Officers for the 2013 to 2014 year

**VII Adjournment**

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/or participate in this meeting, or who have questions, regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 438-5141 (TTD (847) 438-2349) promptly to allow the Village to make reasonable accommodations for those persons.



UNAPPROVED  
**VILLAGE OF LAKE ZURICH**  
**ZONING BOARD**  
**OF APPEALS MEETING**  
**MAY 16, 2013**

The meeting was called to order by Chairman McCormack at 7:30 p.m.

**ROLL CALL:** *Present* - Chairman McCormack, Commissioners Hagan, Kmiecik, and Paulus. *Excused* – Commissioners Rubin, Burch, and Shaw.  
*Also present* – Zoning Inspector Meyer.

**APPROVAL OF MINUTES:**

**APPROVAL OF THE JANUARY 17, 2013 ZONING BOARD OF APPEALS MINUTES:**

MOTION was made by Commissioner Kmiecik, seconded by Commissioner Hagen, to approve the January 17, 2013 Zoning Board of Appeals minutes as submitted.

Voice vote, AYES have it. MOTION CARRIED.

**PUBLIC HEARING:**

**Primak Residence – 1044 Cormar Drive - Variation from Zoning Code  
Subparagraph 3-111C2(b) to reduce the required interior side yard from 10 feet to  
7.5 feet for above-ground swimming pool installation**

The public hearing was opened at 7:31 p.m. Chairman McCormack swore in those wishing to testify.

Katherine Primak, property owner, presented their petition for a variation that would allow them to install in above-ground swimming pool. Their property has a 35-foot rear yard easement and has a storm sewer running through the middle of the easement. The Primaks had worked with the Engineering Department this spring to choose a location that would not obstruct the storm sewer or be too close to the piping. Mrs. Primak answered questions about the size and location of the pool.

The public hearing was closed at 7:38 p.m.

MOTION made by Commissioner Hagan, Commissioner Paulus, to recommend the Board of Trustees grant a variation from Subparagraph 3-111C2(b) to grant a 2.5 foot variance to reduce the required interior side yard from 10 feet to 7.5 feet for above ground swimming pool installation at 1044 Cormar Drive.

AYES: 4 Chairman McCormack, Commissioners Hagan, Kmiecik, and Paulus

NAYS: 0

ABSENT: 3 Commissioners Rubin, Burch, and Shaw

MOTION CARRIED



**Hadaway Residence – 219 Clair View Court - Variation from Zoning Code  
Subparagraph 3-111C6(k) to reduce the required interior side yard from 3 feet to 0  
feet for driveway expansion**

The public hearing was opened at 7:40 p.m. Chairman McCormack swore in those wishing to testify.

Chris Bartels, landscape contractor, represented the Hadaways who were unable to attend the meeting. He described the difficulties they have maneuvering into their side-load garage and their desire to widen a portion of the driveway to provide additional room to maneuver.

Commissioner Paulus said he believes the wall is causing the problem and suggested one half of the wall be removed prior to expanding the driveway. Mr. Bartels agreed that there might be other options for the Hadaways to consider.

Zoning Inspector Meyer said the adjacent neighbor did not have any objections to the variation.

The public hearing was closed at 7:52 p.m.

Discussion followed. Commissioner Hagan expressed his reluctance to allow a zero lot line especially if there may be other remedies available. Commissioner Paulus again said the wall is causing the problem. Mr. Bartels clarified that the option Commissioner Paulus referred to would result in the new landscaping being removed, and even if the wall was removed, their tires would still hit the landscaping and the problem would not be corrected.

MOTION made by Commissioner Kmiecik, Commissioner Paulus, to recommend the Board of Trustees grant a variation from Subparagraph 3-111C6(k) to reduce the required interior side yard from 3 feet to 0 feet for driveway expansion.

AYES: 4 Chairman McCormack, Commissioners Hagan, Kmiecik, and Paulus

NAYS: 0

ABSENT: 3 Commissioners Rubin, Burch, and Shaw

MOTION CARRIED

**ADJOURNMENT:**

MOTION was made by Commissioner Hagan, seconded by Commissioner Kmiecik, to adjourn the meeting.

Voice vote, AYES have it. MOTION CARRIED.

The meeting was adjourned at 7:52 p.m.

*Submitted by: Janet McKay, Recording Secretary*

Approved: \_\_\_\_\_

Vincent McCormack, Chairman Zoning Board of Appeals



70 E. Main Street  
Lake Zurich, IL 60047




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

## **PUBLIC NOTICE**

### **ZONING BOARD OF APPEALS MEETING CANCELLED**

The regular meeting of the Zoning Board of Appeals on Thursday,  
June 20, 2013 is cancelled.

  
Kathleen Johnson  
Village Clerk

Email: May 28, 2013 Herald  
Posted: Web site  
C: Packets  
M. Meyer



**UNAPPROVED  
VILLAGE OF LAKE ZURICH BOARD OF TRUSTEES  
REGULAR MEETING  
70 East Main Street  
Monday, May 20, 2013, 7:00 p.m.**

1. **CALL TO ORDER** by Mayor Thomas Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Jim Beaudoin, Trustee Jeff Halen, Trustee Mark Loewes and Trustee Dan Stanovich. Trustee Dana Rzeznik was absent and excused. Also present: Village Manager Jason Slowinski, Asst. Village Manager Roy Witherow, Village Attorney Scott Uhler, Building/Zoning Manager Dan Peterson, Finance Dir. Jodie Hartman, I/T Dir. Michael Duebner, Deputy Police Chief Kevin Finlon, Fire Chief Dave Wheelock, Public Works Gen. Services Supt. Mike Brown.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**

Bill Leahy, 326 Whitney Road, addressed the Board on the TIF, development of Block A, payments to Dist. #95, and zoning code change.

Jonathan Sprawka, 332 N. Pleasant Rd., addressed the Board and encouraged them to pass the agreement with Lake Zurich Promenade, LLC, pass the agreement with M/I Homes and recommended waiting on the increase on Building Permit fees.

James Conway, Shagbark Acres, addressed the Board on his concerns for the development of Block A and cautioned that action does not mean progress.
5. **PRESIDENT'S REPORT**
  - A. **Proclamation – Memorial Day.** Mayor Poynton will read the proclamation on Memorial Day.
  - B. **Proclamation – Emergency Medical Services Week, May 19-25, 2013**
  - C. **Community Update.** Mayor Poynton reminded residents about the trustee vacancy and that resumes are due by June 1<sup>st</sup>; Lake Zurich Flames are looking for student volunteers for next season; Two Triathlon events are looking for volunteers – Iron Girl is June 16<sup>th</sup> and the other is July 13/14<sup>th</sup>; Cruise Night will be the 1<sup>st</sup> Wednesday of the month held from Church St. to Old Rand Rd.
6. **CONSENT AGENDA**
  - A. **Minutes of the Village Board Meeting, May 6, 2013**
  - B. **American Legion Memorial Day Parade, May 27, 2013, request for road closures** (Assn Res. # 2013-05-06B)

**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. A Resolution is required by the Illinois Department of Transportation to allow for these road closures.
  - C. **TD Ameritrade Resolution**

**Summary:** The village has used Ehler's Investment group for several years to manage the general investments of the village funds through accounts with TD Ameritrade. Due to changes of the authorized signers, the attached resolution is necessary for updating the account properly. The resolution does not change the



fee structure for the village accounts, only updates the proper names on the account.

**D. Inland Bank Corporate Authorization Resolution**

**Summary:** In order to change the authorized signers on the village bank accounts at Inland Bank, the bank is requesting the attached Corporate Authorization Resolution be approved by the Village Board. The resolution does not change the fee structure for village accounts, only updates the proper names on the account.

**E. Resolution Regarding IMRF Participation for Village Clerk**

**Summary:** In order for the Village Clerk to qualify for the Illinois Municipal Retirement Fund (IMRF), the position must work a minimum of 1000 hours per year to be eligible to participate in the pension plan. Clerk Johnson has stated the position does not require 1000 hours per year to effectively perform the duties of the position, and that she believes it appropriate that the Board of Trustees pass the attached resolution terminating inclusion of the Village Clerk position in the IMRF pension plan.

**F. Reduction in Escrow Funds for Linden Subdivision Improvements**

**Summary:** The developer of the Linden Subdivision has requested a reduction in funds held (\$48,708) for the public improvements for Linden Subdivision. Improvements were inspected and it was determined that based on the remaining work to be done, 10% of the amount in escrow continue to be held for two years pursuant to Sec. 10-5-7-2C of the Municipal Code. Staff recommends the remaining \$43,838 be approved to be refunded to the developer.

**G. Approval of Replacement of Fire Department Command Vehicle**

**Summary:** The approved FY 2014 Budget includes funds for the replacement of the Fire Department Command Vehicle (Vehicle #3297). Both the Fire Chief and the Fleet Services Superintendent have determined that the existing vehicle, in service since 1998, has exceeded its useful life and recommend replacement. The new vehicle will be purchased through the Suburban Purchasing Cooperative for \$32,596.

**Recommended Action:** Motion made by Trustee Halen, seconded by Trustee Loewes, to approve the Consent Agenda as presented.

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

**7. OLD BUSINESS**

**A. Approval of Agreement with LZ Promenade, LLC (Trustee Loewes)**

**Summary:** At the May 6<sup>th</sup> meeting, the Village Board and Mr. Breugelmans reached consensus on acceptable language with respect to Section 3, Paragraph 2 of the agreement (dealing with the Village's ability to reject the proposal presented). The Board also reviewed and discussed several other changes suggested by Mr. Breugelmans and reached consensus on language to be included in the agreement. The final version is attached for Board review and approval.

Atty. Uhler reported that the changes were made at the request of the Board at the 5/6/13 meeting and John Breugelmans had agreed with the changes. After the motion was made the Attorney advised that the motion should include "and the Board authorizes and directs the Mayor and Village Clerk to sign the Agreement".



**Recommended Action:** Motion made by Trustee Beaudoin, seconded by Trustee Halen, to amend the initial motion add “ and the Board authorizes and directs the Mayor and Village Clerk to sign the Agreement”.

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

Motion made by Trustee Beaudoin, seconded by Trustee Halen, to approve the agreement with LZ Promenade, LLC. and the Board authorizes and directs the Mayor and Village Clerk to sign the Agreement.

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

## 8. NEW BUSINESS

### A. Final Approval for Site Plan Amendment, Exterior Appearance Amendment for M/I Homes (Somerset Development) (Trustee Loewes)

**Summary:** Greg Collins is the contract purchaser for the construction of the remaining nineteen townhomes in the Somerset division. The Applicant filed an application with the Village of Lake Zurich seeking a site plan amendment and exterior appearance amendment on the Subject Property. The Lake Zurich Plan Commission conducted a public hearing on April 25, 2013, and unanimously recommended that the Board of Trustees approve the Application.

Building/Zoning Manager Dan Peterson explained the revised memo from the one for the 5/6/13 meeting which the petitioner pulled off the agenda. Mr. Greg Collins of M/I Homes presented the layout of the homes which would include two-car garages. He explained the product to be used on the exterior of the buildings and introduced Perry Yates, LP Building Products. Mr. Yates gave a presentation on the product and answered the Board's questions. Building/Zoning Manager Peterson also answered the Board's questions.

**Recommended Action:** Motion made by Trustee Loewes, seconded by Trustee Halen, to approve “An Ordinance Approving Site Plans Amendment and Exterior Appearance Amendment for Somerset Townhomes.” Assn ORD 2013-05-890

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

### B. Courtesy Review for Industrial Zoning Code Amendments (Trustee Loewes)

**Summary:** The Village of Lake Zurich is seeking zoning code text amendments to Chapter 6 Industrial Districts, Chapter 18 Amendments, and Chapter 19 Special Use Permits in the Lake Zurich Zoning Code. The updates for Zoning Code text amendments merit a hearing and consideration by the Lake Zurich Plan Commission.

Ryan Slattery, Economic Development Asst., introduced the members of the Industrial Council workforce Michael Hilt, 400 Oakwood Rd, Jason Pathmann and Joe Heffernan. Mr. Slattery reported on the work and research done by the committee and he answered the Board's questions. Michael Hilt addressed the Board and answered their questions. Mayor Poynton polled the Board and they



agreed to it meriting a hearing and consideration by the Lake Zurich Plan Commission.

**C. Discussion of Amendments to Liquor Code Regulations (Trustee Beaudoin)**

**Summary:** The Village is considering amendments to the liquor code regulations that include: 1) establishing a distillery license, 2) exterior music at outdoor cafes, 3) licenses to caterers, 4) use of liquor at Village parks, and 5) service of alcohol without prepared food. Staff seeks Village Board direction regarding the proposed amendments.

Deputy Police Chief Kevin Finlon reported on the five areas needing addressing and stated that Building/Zoning Manager Dan Peterson had some items, too. They answered the Board's questions. After discussion Mayor Poynton polled the Board and they agreed to have four items worked on by staff and the item regarding use of alcohol in the parks be referred to the Park Advisory Board.

**D. Approval of Ordinance Increasing Building Permit Fees (Trustee Halen)**

**Summary:** As part of the Fiscal Year 2014 annual budget approval fee increases of approximately 10% were proposed and approved for building permits and other fees within the building and zoning department. This is the first time since 2002 that the building permit fees have been increased. The recommended fee increase is necessary to help off-set the cost to provide the necessary plan review and inspections. Staff proposes to begin implementing the new fee structure on June 1, 2013.

Building/Zoning Manager Dan Peterson stated that the proposed increases were included in the Y14 budget process, there have been no increases since 2002, and he answered the Board's questions.

**Recommended Action:** Motion made by Trustee Loewes, seconded by Trustee Halen, to approve "An Ordinance Chapter 2 Entitled "Fees" of Title 8 Entitled "Building Regulations" of the Lake Zurich Village Code". Assn ORD 2013-05-891

AYES: 3 Trustees Beaudoin, Loewes, Stanovich. Mayor Poynton.

NAYS: 1 Trustee Halen

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

*Mayor Poynton voted on the advice of the Atty.*

**E. Semi-Monthly Warrant Register Dated May 20, 2013, Totaling \$620,544.63 (Trustee Halen)**

Dir. Jodie Hartman stated that there were no changes.

**Recommended Action:** Motion made by Trustee Beaudoin, seconded by Trustee Halen, to approve the semi-monthly warrant register dated May 20, 2013, totaling \$ 620,544.63

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

**9. TRUSTEE REPORTS**

There were none.

**10. VILLAGE MANAGER'S REPORT**

**A. Bi-weekly Departmental reports as of May 13, 2013**

**B. Financial Report for March 2013**



**11. ATTORNEYS REPORT**

There was none.

**12. DEPARTMENT HEAD REPORTS**

**A. Police Chief—Closure of Main Street for Car Show Event**

**B. Building & Zoning—Industrial Vacancy Report**

**13. ADJOURNMENT**

Motion to adjourn made by Trustee Halen , seconded by Trustee Stanovich.

AYES: 4 Trustees Beaudoin, Halen, Loewes, Stanovich.

NAYS: 0

ABSENT: 1 Trustee Rzeznik.

MOTION CARRIED.

Meeting adjourned at 8.51pm.

Respectfully submitted by: Kathleen Johnson, Village Clerk.

Approved by:

---

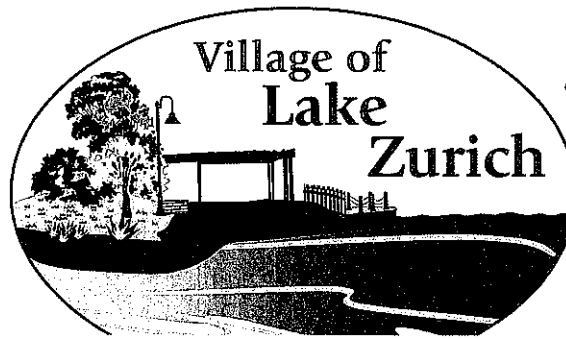
Thomas M. Poynton, Village Mayor

---

Date.



70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

6 B

Phone: (847) 438-5141

Fax: (847) 540-1768

Web: www.volz.org

## MEMORANDUM

Date: May 24, 2013

To: Jason T. Slowinski, Village Manager

From: Michael J Brown, Public Works Manager

Subject: Lawn and Landscaping Maintenance Contract

**Issue:** Currently the Village of Lake Zurich utilizes contractual services for lawn and landscaping maintenance at all Village owned facilities and public right of ways.

On April 23<sup>rd</sup> the Village of Lake Zurich accepted public bids in preparation of the current contract expiring on April 30<sup>th</sup> 2013.

The two sealed bids that were accepted did not complete the necessary documents that were required therefore the Village had to officially reject the bids.

**Analysis:** On May 3<sup>rd</sup> the Village of Lake Zurich solicited bids for landscaping services for a public bid letting on May 24<sup>th</sup> at 10am.

The following bids were accepted and reviewed:

SEBERT LANDSCAPING      \$155,098.80  
1550 West Bartlett Road  
Bartlett, IL

In the 2014 budget there is \$158,500.00 allocated for maintenance of lawn and landscaping.

10136042-5272	\$100,000.00
20236044-5261	\$40,000.00
10136044-5272	\$10,000.00
10136047-5272	\$6,500.00
10136043-5272	\$2,000.00



**Recommendation:** After reviewing the bid it is my recommendation to award the "Lawn and Landscape Maintenance contract to Sebert Landscaping in the amount of \$155,098.80

w/Attachments:



VILLAGE OF LAKE ZURICH  
**2013-2015 Landscape Maintenance Contract**

Bid Opening: May 24th 10:00 A.M.

Contractor	Contact	Fax and Phone #
Seibert Landscaping	Rob Boosey	630-497-1000 630-497-3254
DMB Pavement	Dan Seiwert	847-469-8274 847-346-4676 IDOT #15298
Landcrafters Inc	Pete	847-561-1380 C 847-487-4200 F
McGinty Bros	Adam	O 847 438-5164 F 847 438-1883 P. 618-658-2605
Mott Excavating, Inc	Paula	
JAMESON Landscaping	JAMESON White	F 630-830-7246 P 630-830-7266

3514



**VILLAGE OF LAKE ZURICH**

**Landscaping Contract**

Bid Opening: May 24, 2013

Bidder	Bid Total	Bid Bond
SEBERT LANDSCAPING	\$ 155,098.80	✓

Present:

Job BOOSEY - SEBERT LANDSCAPING

MIKE BROWN

BETTY HARRISON





PROPOSAL SUBMITTED BY		
<i>Sebert Landscaping</i>		
Contractor's Name		
<i>1550 W. Bartlett Rd</i>		
Street	P.O. Box	
<i>Bartlett</i>	<i>IL</i>	<i>60103</i>
City	State	Zip Code

STATE OF ILLINOIS  
COUNTY OF LAKE  
VILLAGE OF LAKE ZURICH  
(Name of City, Village, Town or Road District)

- ☐ ESTIMATE OF COST  
☒ SPECIFICATIONS  
☐ PLANS  
☐ MATERIAL PROPOSAL  
☐ DELIVER AND INSTALL PROPOSAL  
☒ CONTRACT PROPOSAL  
☐ CONTRACT  
☐ CONTRACT BOND

FOR THE IMPROVEMENT OF  
STREET NAME OR ROUTE NO. 2013-2015 Landscape Maintenance Program  
SECTION NO. 13-00000-01-GM  
TYPES OF FUNDS Local & MFT

**For Municipal Projects**

Submitted  
Approved/Passed

Date

☐ Mayor ☐ President of Board of Trustees ☐ Municipal Official

**For County and Road District Projects**

Submitted/Approved

Date

☐ Highway Commissioner

Submitted/Approved

Date

☐ County Engineer/Superintendent of Highways

**Department of Transportation**

☐ Released for bid based on limited review

Date

Regional Engineer

☐ Concurrence in approval of award

Date

Regional Engineer





**RETURN WITH BID**

Route  
County  
Local Agency  
Section

Landscape Maint. Program  
Lake  
Village of Lake Zurich  
13-00000-01-GM

**Time and Place of Opening of Bids**

Sealed proposals for the improvement described below will be received at the office of Village Hall  
70 E. Main St., Lake Zurich, Illinois 60047  
(address)  
until 10:00 o'clock A M., 5/24/13 Proposals will be opened and read publicly  
(date)  
at 10:00 o'clock A M., 5/24/13 at the office of Village Hall  
(date)  
70 E. Main St., Lake Zurich, Illinois 60047  
(address)

**Description of Work**

Name 2013-2015 Landscape Maintenance Program Length \_\_\_\_\_ feet ( \_\_\_\_\_ miles)  
Location Various Locations (See Location Map)  
Proposed Improvement The work included in this contract consists of performing landscape maintenance for the  
Village of Lake Zurich

**Bidders Instructions**

1. Plans and proposal forms will be available in the office of Public Works Facility  
505 Telser Road, Lake Zurich, Illinois 60047
2. If prequalification is required, the 2 low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57), in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One copy shall be filed with the Awarding Authority and 2 copies with the IDOT District Office.
3. All proposals must be accompanied by a proposal guaranty as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
5. Bidders need not return the entire contract proposal when bids are submitted unless otherwise required. Portions of the proposal that must be returned include the following:
  - a. BLR 12210 - Contract Cover
  - b. BLR 12220 - Notice to Bidders
  - c. BLR 12221 - Contract Proposal
  - d. BLR 12222 - Contract Schedule of Prices
  - e. BLR 12223 - Signatures
  - f. BLR 12230 - Proposal Bid Bond (if applicable)
  - g. BLR 12325 - Apprenticeship or Training Program Certification (**do not use for federally funded projects**)
6. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.



all requirements for the performance of work. The bidder will be responsible for all errors in the proposal from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.

8. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
9. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
10. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

By Order of

Village of Lake Zurich

(Awarding Authority)

Kathleen Johnson

Municipal Clerk

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





The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted January 1, 2012, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to and govern the construction of 2013-2015 Landscape Maintenance Program, and in case of conflict with any part, or parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.



# **SPECIAL PROVISIONS**

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The Special Provisions set forth the final contractual intent as to the matter involved and shall take precedence in the event of a conflict.

## **I. DESCRIPTION OF WORK**

The Work described in these specifications consists of performing landscape maintenance for the Village of Lake Zurich.

## **II. CONTRACT TIME**

Contractor shall perform the Work on or around May 1, 2013 through April 30, 2015

## **III. FUNDING SOURCE**

The funding source for this project will consist of both local funds and Motor Fuel Tax Funds (MFT) and is subject to all requirements set forth by the Illinois Department of Transportation (IDOT).

## **IV. SCOPE OF WORK**

The landscape maintenance program has been developed to promote healthy, natural growing conditions and to keep landscaped areas free of debris and garbage. This program excludes the maintenance of non-landscaped areas (unless noted) and landscape fixtures, structures, and systems. If, during the Contract Time, any disease, infestation, storm damage, and/or vandalism are observed, Contractor shall immediately notify Owner and provide a recommendation, including cost estimate, for remediation. Remediation will be completed only upon written authorization from Owner and will be in addition to the base contract amount.

## **V. DESCRIPTION OF WORK**

### **A. MOWING**

The contractor shall furnish all labor, tools, materials, equipment and supervision necessary to complete the work. This work shall consist of the removal of debris which may interfere with cutting operations. Grass areas shall be mowed to a height of not less than two inches and not more than 4 inches above the surface of the soil. Grass areas adjacent to buildings, utilities, trees, fences, and other obstructions that are not mowed



by larger mowers, shall be trimmed utilizing smaller equipment (small mowers and/or commercial grade grass trimmers. After mowing and trimming, grass clippings and other litter or debris shall be swept off and removed from sidewalks and other paved areas.

**B. LANDSCAPING**

The contractor shall furnish all labor, tools, materials, equipment and supervision necessary to complete the work. This work shall consist of removal of weeds, installing "new" weed barrier/ blanket, trimming of the existing vegetation and as directed, debris and litter removal.

**VI. BASIS OF PAYMENT**

**A. MOWING**

Mowing will be paid for at the contract unit price per Square Foot for MOWING.

**B. LANDSCAPING**

Landscaping will be paid for at the contract unit price per Square Foot for LANDSCAPING.

**VII. ROTATIONS**

**A. MOWING**

PLEASE NOTE: BASEBALL AND SOCCER FIELDS TO BE MOWED BY OTHERS, EXCEPT FOR THE EASTERN BASEBALL FIELD LOCATED AT THE CHESTNUT CORNERS PARK, AND ARE NOT INCLUDED AS PART OF THIS CONTRACT.

1. May 1 through August 30 - The contractor shall perform mowing operations once a week at all locations. Unless directed otherwise by the Village of Lake Zurich representative, with 48 hours notice.
2. April 1 through April 31 - The contractor shall perform mowing operations as directed by the Village of Lake Zurich representative.



3. September 1 through October 31 – The contractor shall perform mowing operations as directed by the Village of Lake Zurich representative.

Please note: The mowing rotations listed in the Schedule of Prices are approximate. The Village retains the right to alter or change the approved schedule in the event of extreme weather conditions.

## B. LANDSCAPING

The contractor shall perform the work, as described above, at all Landscaping locations once a month between May and September. Additional rotations may be required as directed by the Village of Lake Zurich representative.

## VIII. PAYMENT REQUIREMENTS

1. A list of the areas of landscape maintenance that are scheduled to be completed that day, shall be faxed or e-mailed to the Village of Lake Zurich representative by 7:00 A.M., daily.
2. A list of that areas of landscape maintenance that were completed that day, shall be faxed or e-mailed to the Village of Lake Zurich representative, by 7:00 PM, daily.
3. Any discrepancies between the daily scheduled and completed lists, shall be addressed prior to the processing of the monthly payment.
4. The contractor shall submit a request for payment at the end of each month. Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor. Once Owner has certified the completion and quality of the Work, payment will be made to Contractor.

## IX. AWARD OF CONTRACT

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices. **2013-2015 Landscape Maintenance Program.** Bidder's Proposal shall include a unit price and total for each and every item found in the Schedule of Prices in order to be eligible for the award of contract. When a contractor's bid proposal does not contain a unit price for a pay item, but does contain a total price for the same item, the total price will govern and be considered in determining the contract bid price. The unit price for these items will be calculated by dividing the total price quoted by the number of



units listed. The calculated unit price will be considered will be considered the unit price that the contractor intended to bid if the project is awarded. The calculated unit price will govern the payment for that item of work. The total Contract Price is defined as Bidder's Proposal for making Entire Improvements as listed in the Schedule of Prices.

#### **X. SUBSTANCE ABUSE PREVENTION**

Substance Abuse Prevention Program. Before the Contractor and any Subcontractor commences work, the Contractor and any Subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P. A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P. A. 95-0635.

The Contractor and any Subcontractor shall file with the public body engaged in the construction of the public works: a copy of the substance abuse prevention program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a Subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.

#### **XI. MISCELLANEOUS**

1. All location quantities are based on the best available information, and are estimates. The bidder shall be responsible for determining the actual quantities in the field.
2. The bidder shall be certified to complete work within the Illinois Department of Transportation (IDOT) right-of-way. Proof of Certification shall be required prior to issuance of the bidding documents.
3. A 24 hour contact shall be provided to the Village prior to the start of any work.
4. The bidder shall provide a list of all equipment and personnel scheduled to be used to complete the work described in this contract.
5. The contractor shall have at last one staff member who is fluent in English in order to easily communicate with the Village of Lake Zurich staff.
6. Areas under construction will be cut as much as possible and upon completion of the construction, the contractor will complete the



cutting required in the construction area.

7. Reporting of damage. Any vandalism or storm damage to the areas or to any of the trees, bushes or object located in the park area will be reported to the Village as soon as possible by the contractor.
8. Hours of Work. The contractor may perform the work on any day(s) of the week except Sunday between the hours of 7:00 A.M. and 7:00 P.M.
9. Equipment. The contractor shall provide a sufficient number of operators and equipment on a daily basis to insure the timely completion of each cycle. The contractor is responsible for providing, maintaining and transporting all necessary equipment, and fuel for its use, in connection with the program of mowing and trimming described in this Agreement. All lawn and grass mower blades must be kept sufficiently sharp to provide a clean and even cut. All other tools and supplies necessary for performing the work required by this Agreement will be provided by the Contractor.
10. Specifications and Bid Proposal. The specifications and bid proposal submitted by the contractor shall be incorporated herein and are to be construed as part of this Agreement. If the Village of Lake Zurich requests and accept bids or quotations for additional mowing and trimming work which the Contractor agrees to provide, such bids or quotations shall be incorporated herein and are to be construed as part of this Agreement. If the Village of Lake Zurich reduces its mowing, the charges shall likewise be reduced by the appropriate amount.
11. Personnel. The contractor's personnel shall, at all times, present a neat appearance, and all work shall be performed and all complaints handled with due regard to the Village of Lake Zurich public relations. The Village of Lake Zurich and the contractor will each be promptly notified by the other of any complaints received from the property owners. The contractor shall utilize competent employees in performing the work specified in this Agreement. At the request of the Village Administrator, the contractor will replace any incompetent, unfaithful, abusive or disorderly person in his or her employ.
12. Supervision. Consultation and Reporting. It is agreed that the Village representative and the contractor must mutually understand work priorities, maintenance methods and management techniques. Upon request and/or necessity, an authorized Village of Lake Zurich representative will accompany the contractor to work areas to further clarify or describe maintenance methods and procedures. All work described in this Agreement shall be performed under the guidance of the Village representative and subject to their approval. The contractor will



consult with the Village representative regarding the details, scheduling and performance of the mowing and trimming work, and will provide, upon the request, weekly or monthly reports of work performed

13. Accident Prevention. The contractor shall exercise precaution at all times for the protection of persons and property. Safety provisions of all applicable laws and ordinances shall be strictly observed. The Village Administrator or his authorized representative may require the contractor to discontinue hazardous work practices upon written notice. It is required that the contractor keep the necessary guards and protective devices at locations where work is being performed to prevent injury to the public or damage to public or private property
14. Payment for Services. In return for approved work performed by the contractor, the Village of Lake Zurich will pay the contractor the bid price for each section of work completed. This amount may vary monthly depending on the addition or deletion of mowing areas and service levels, and the initial starting date assigned for each area... The sums stated are the original bid amounts only and will vary as workloads are modified. The contractor will submit monthly invoices and shall be paid according following: The monthly sum billed to the Village will be paid within thirty (30) days following the end of the month in which the contracts completed the mowing and trimming work. The Village retains the right to alter areas serviced and also has the option of increasing or decreasing the service level (regularity of mowing) depending on the seasonal necessity.
15. Insurance. The contractor agrees to furnish and maintain during the period of this Agreement, at its own cost, policies of insurance as follows:
  - a. The contractor shall provide the Village of Lake Zurich with a certificate issued by the insurance carrier or broker which evidences the coverage described above in conformance of Village of Lake Zurich code. The contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy.

The Village of Lake Zurich

16. Liquidated Damages. If the contractor fails to perform the work in the manner specified by this Agreement, the Village of Lake Zurich may, at its option, assess the contractor for each day that the work is not performed. Before assessing liquidated damages, the Village of Lake Zurich will notify the contractor of the problem and allow the contractor twenty-four (24) hours to take corrective action. The assessment will not be more than one hundred dollars (\$100) per day. The total assessment will not exceed the amount of the performance bond. If, after further written notice, the contractor fails to take corrective action the Village of



Lake Zurich may terminate this Agreement and enter into an agreement with another contractor, or may perform the work itself. The cost of performing the work will be deducted from any amount due under the payment for Services schedule.

17. THE VILLAGE RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

**XII. NEGOTIATIONS**

The Village of Lake Zurich reserves the right to negotiate specifications, terms and conditions which may be necessary or appropriate to the accomplishment of the purpose of this proposal.

**XIII. DURATION**

This contract is a multi-year contract with a maximum contract length of three years. The contract shall be renewed annually by both the Village and the Contractor by written agreement no later than 60 days prior to the end of the current contract period.

**XIV. TERMINATION**

Termination of this agreement may be done so at anytime by the Village of Lake Zurich with thirty (30) day written notice or by the approved contractor with sixty (60) written notice.



INDEX  
FOR  
SUPPLEMENTAL SPECIFICATIONS  
AND RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS and frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA            Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-13)

SUPPLEMENTAL SPECIFICATIONS

<u>Std. Spec. Sec.</u>	<u>Page No.</u>
105    Control of Work	1
107    Legal Regulations and Responsibility to Public	2
202    Earth and Rock Excavation	4
211    Topsoil and Compost	5
407    Hot-Mix Asphalt Pavement (Full-Depth)	6
420    Portland Cement Concrete Pavement	10
424    Portland Cement Concrete Sidewalk	12
503    Concrete Structures	13
504    Precast Concrete Structures	14
540    Box Culverts	15
603    Adjusting Frames and Grates of Drainage and Utility Structures	16
610    Shoulder Inlet with Curb	18
642    Shoulder Rumble Strips	19
643    Impact Attenuators	20
701    Work Zone Traffic Control and Protection	22
706    Impact Attenuators, Temporary	24
780    Pavement Striping	26
860    Master Controller	27
1006   Metals	28
1042   Precast Concrete Products	29
1073   Controller	30
1083   Elastomeric Bearings	31
1101   General Equipment	32
1106   Work Zone Traffic Control Devices	34



CHECK SHEET  
FOR  
RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

The following RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

<u>CHECK SHEET #</u>		<u>RECURRING SPECIAL PROVISIONS</u>	<u>PAGE NO.</u>
1	<input type="checkbox"/>	Additional State Requirements For Federal-Aid Construction Contracts (Eff. 2-1-69) (Rev. 1-1-10) .....	35
2	<input type="checkbox"/>	Subletting of Contracts (Federal-Aid Contracts) (Eff. 1-1-88) (Rev. 5-1-93) .....	38
3	<input type="checkbox"/>	EEO (Eff. 7-21-78) (Rev. 11-18-80) .....	39
4	<input checked="" type="checkbox"/>	Specific Equal Employment Opportunity Responsibilities Non Federal-Aid Contracts (Eff. 3-20-69) (Rev. 1-1-94) .....	49
5	<input checked="" type="checkbox"/>	Required Provisions - State Contracts (Eff. 4-1-65) (Rev. 1-1-13) .....	54
6	<input type="checkbox"/>	Asbestos Bearing Pad Removal (Eff. 11-1-03) .....	59
7	<input type="checkbox"/>	Asbestos Waterproofing Membrane and Hot-Mix Asphalt Surface Removal (Eff. 6-1-89) (Rev. 1-1-09) .....	60
8	<input type="checkbox"/>	Haul Road Stream Crossings, Other Temporary Stream Crossings, and In-Stream Work Pads (Eff. 1-2-92) (Rev. 1-1-98) .....	61
9	<input type="checkbox"/>	Construction Layout Stakes Except for Bridges (Eff. 1-1-99) (Rev. 1-1-07) .....	62
10	<input type="checkbox"/>	Construction Layout Stakes (Eff. 5-1-93) (Rev. 1-1-07) .....	65
11	<input type="checkbox"/>	Use of Geotextile Fabric for Railroad Crossing (Eff. 1-1-95) (Rev. 1-1-07) .....	68
12	<input type="checkbox"/>	Subsealing of Concrete Pavements (Eff. 11-1-84) (Rev. 1-1-07) .....	70
13	<input type="checkbox"/>	Hot-Mix Asphalt Surface Correction (Eff. 11-1-87) (Rev. 1-1-09) .....	74
14	<input type="checkbox"/>	Pavement and Shoulder Resurfacing (Eff. 2-1-00) (Rev. 1-1-09) .....	76
15	<input type="checkbox"/>	PCC Partial Depth Hot-Mix Asphalt Patching (Eff. 1-1-98) (Rev. 1-1-07) .....	77
16	<input type="checkbox"/>	Patching with Hot-Mix Asphalt Overlay Removal (Eff. 10-1-95) (Rev. 1-1-07) .....	79
17	<input type="checkbox"/>	Polymer Concrete (Eff. 8-1-95) (Rev. 1-1-08) .....	80
18	<input type="checkbox"/>	PVC Pipeliner (Eff. 4-1-04) (Rev. 1-1-07) .....	82
19	<input type="checkbox"/>	Pipe Underdrains (Eff. 9-9-87) (Rev. 1-1-07) .....	83
20	<input type="checkbox"/>	Guardrail and Barrier Wall Delineation (Eff. 12-15-93) (Rev. 1-1-12) .....	84
21	<input type="checkbox"/>	Bicycle Racks (Eff. 4-1-94) (Rev. 1-1-12) .....	88
22	<input type="checkbox"/>	Temporary Modular Glare Screen System (Eff. 1-1-00) (Rev. 1-1-07) .....	90
23	<input type="checkbox"/>	Temporary Portable Bridge Traffic Signals (Eff. 8-1-03) (Rev. 1-1-07) .....	92
24	<input type="checkbox"/>	Work Zone Public Information Signs (Eff. 9-1-02) (Rev. 1-1-07) .....	94
25	<input type="checkbox"/>	Night Time Inspection of Roadway Lighting (Eff. 5-1-96) .....	95
26	<input type="checkbox"/>	English Substitution of Metric Bolts (Eff. 7-1-96) .....	96
27	<input type="checkbox"/>	English Substitution of Metric Reinforcement Bars (Eff. 4-1-96) (Rev. 1-1-03) .....	97
28	<input type="checkbox"/>	Calcium Chloride Accelerator for Portland Cement Concrete (Eff. 1-1-13) .....	98
29	<input type="checkbox"/>	Portland Cement Concrete Inlay or Overlay for Pavements (Eff. 11-1-08) (Rev. 1-1-13) .....	99
30	<input type="checkbox"/>	Quality Control of Concrete Mixtures at the Plant (Eff. 8-1-00) (Rev. 1-1-11) .....	102
31	<input type="checkbox"/>	Quality Control/Quality Assurance of Concrete Mixtures (Eff. 4-1-92) (Rev. 1-1-11) .....	110
32	<input type="checkbox"/>	Digital Terrain Modeling for Earthwork Calculations (Eff. 4-1-07) .....	122



CHECK SHEET  
FOR  
LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

Adopted January 1, 2013

The following LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS indicated by an "X" are applicable to this contract and are included by reference:

LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS

<u>CHECK SHEET #</u>		<u>PAGE NO.</u>
LRS 1	Reserved.....	125
LRS 2	<input type="checkbox"/> Furnished Excavation (Eff. 1-1-99) (Rev. 1-1-07).....	126
LRS 3	<input type="checkbox"/> Work Zone Traffic Control (Eff. 1-1-99) (Rev. 1-1-10).....	127
LRS 4	<input type="checkbox"/> Flaggers in Work Zones (Eff. 1-1-99) (Rev. 1-1-07).....	128
LRS 5	<input checked="" type="checkbox"/> Contract Claims (Eff. 1-1-02) (Rev. 1-1-07).....	129
LRS 6	<input checked="" type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	130
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals (Eff. 1-1-02) (Rev. 1-1-13).....	136
LRS 8	Reserved.....	142
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments (Eff. 1-1-99) (Rev. 1-1-11).....	143
LRS 10	Reserved.....	144
LRS 11	<input checked="" type="checkbox"/> Employment Practices (Eff. 1-1-99).....	145
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works (Eff. 1-1-99) (Rev. 1-1-13).....	147
LRS 13	<input checked="" type="checkbox"/> Selection of Labor (Eff. 1-1-99)(Rev. 1-1-12).....	149
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks (Eff. 1-1-04) (Rev. 1-1-09).....	150
LRS 15	<input checked="" type="checkbox"/> Partial Payments (Eff. 1-1-07).....	153
LRS 16	<input checked="" type="checkbox"/> Protests on Local Lettings (Eff. 1-1-07) (Rev. 1-1-13).....	154
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program (Eff. 1-1-08)(Rev. 1-8-08).....	155
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt (Eff. 1-1-07) (Rev. 1-1-13).....	156



**BDE SPECIAL PROVISIONS**  
For the January 18 and March 8, 2013 Lettings

The following special provisions indicated by an "x" are applicable to this contract and will be included by the Project Development and Implementation Section of the BD&E. An \* indicates a new or revised special provision for the letting.

<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80240	1	Above Grade Inlet Protection	July 1, 2009	Jan. 1, 2012
80099	2	Accessible Pedestrian Signals (APS)	April 1, 2003	Jan. 1, 2007
80277	3	Aggregate Subgrade Improvement	April 1, 2012	Jan. 1, 2013
80309	4	Anchor Bolts	Jan. 1, 2013	
80192	5	Automated Flagger Assistance Device	Jan. 1, 2008	
80173	6	Bituminous Materials Cost Adjustments	Nov. 2, 2006	Jan. 1, 2012
80241	7	Bridge Demolition Debris	July 1, 2009	
80276	8	Bridge Relief Joint Sealer	Jan. 1, 2012	Aug. 1, 2012
50261	9	Building Removal-Case I (Non-Friable and Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50481	10	Building Removal-Case II (Non-Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50491	11	Building Removal-Case III (Friable Asbestos)	Sept. 1, 1990	April 1, 2010
50531	12	Building Removal-Case IV (No Asbestos)	Sept. 1, 1990	April 1, 2010
80292	13	Coarse Aggregate in Bridge Approach Slabs/Footings	April 1, 2012	
80310	14	Coated Galvanized Steel Conduit	Jan. 1, 2013	
80198	15	Completion Date (via calendar days)	April 1, 2008	
80199	16	Completion Date (via calendar days) Plus Working Days	April 1, 2008	
80293	17	Concrete Box Culverts with Skews > 30 Degrees and Design Fills ≤ 5 Feet	April 1, 2012	
80294	18	Concrete Box Culverts with Skews ≤ 30 Degrees Regardless of Design Fill and Skews > 30 Degrees with Design Fills > 5 Feet	April 1, 2012	
80311	19	Concrete End Sections for Pipe Culverts	Jan. 1, 2013	
80277	20	Concrete Mix Design – Department Provided	Jan. 1, 2012	
80261	21	✓ Construction Air Quality – Diesel Retrofit	June 1, 2010	
80029	22	Disadvantaged Business Enterprise Participation	Sept. 1, 2000	Aug. 2, 2011
80312	23	Drain Pipe, Tile, Drainage Mat and Wall Drain	Jan. 1, 2013	
80313	24	Fabric Bearing Pads	Jan. 1, 2013	
80265	25	Friction Aggregate	Jan. 1, 2011	
80229	26	Fuel Cost Adjustment	April 1, 2009	July 1, 2009
80303	27	Granular Materials	Nov. 1, 2012	
80304	28	Grooving for Recessed Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80169	29	High Tension Cable Median Barrier	Jan. 1, 2007	Jan. 1, 2013
80246	30	Hot-Mix Asphalt – Density Testing of Longitudinal Joints	Jan. 1, 2010	April 1, 2012
80315	31	Insertion Lining of Culverts	Jan. 1, 2013	
80045	32	Material Transfer Device	June 15, 1999	Jan. 1, 2009
80297	33	Modified Urethane Pavement Marking	April 1, 2012	
80165	34	Moisture Cured Urethane Paint System	Nov. 1, 2006	Jan. 1, 2010
80253	35	Movable Traffic Barrier	Jan. 1, 2010	Jan. 1, 2013
80231	36	Pavement Marking Removal	April 1, 2009	
80298	37	Pavement Marking Tape Type IV	April 1, 2012	
80254	38	Pavement Patching	Jan. 1, 2010	
80022	39	✓ Payments to Subcontractors	June 1, 2000	Jan. 1, 2006
80316	40	Placing and Consolidating Concrete	Jan. 1, 2013	
80278	41	Planting Woody Plants	Jan. 1, 2012	Aug. 1, 2012
80305	42	Polyurea Pavement Markings	Nov. 1, 2012	Jan. 1, 2013
80279	43	Portland Cement Concrete	Jan. 1, 2012	Jan. 1, 2013
80300	44	Preformed Plastic Pavement Marking Type D - Inlaid	April 1, 2012	
80218	45	Preventive Maintenance – Bituminous Surface Treatment	Jan. 1, 2009	April 1, 2012
80219	46	Preventive Maintenance – Cape Seal	Jan. 1, 2009	April 1, 2012



<u>File Name</u>	<u>#</u>	<u>Special Provision Title</u>	<u>Effective</u>	<u>Revised</u>
80220	47	Preventive Maintenance – Micro-Surfacing	Jan. 1, 2009	April 1, 2012
80221	48	Preventive Maintenance – Slurry Seal	Jan. 1, 2009	April 1, 2012
80281	49	Quality Control/Quality Assurance of Concrete Mixtures	Jan. 1, 2012	Jan. 1, 2013
34261	50	Railroad Protective Liability Insurance	Dec. 1, 1986	Jan. 1, 2006
80157	51	Railroad Protective Liability Insurance (5 and 10)	Jan. 1, 2006	
80306	52	Reclaimed Asphalt Pavement (RAP) and Reclaimed Asphalt Shingles (RAS)	Nov. 1, 2012	Jan. 1, 2013
80224	53	Restoring Bridge Approach Pavements Using High-Density Foam	Jan. 1, 2009	Jan. 1, 2012
80271	54	Safety Edge	April 1, 2011	
80307	55	Seeding	Nov. 1, 2012	
80127	56	Steel Cost Adjustment	April 2, 2004	April 1, 2009
80255	57	Stone Matrix Asphalt	Jan. 1, 2010	Jan. 1, 2012
80143	58	Subcontractor Mobilization Payments	April 2, 2005	April 1, 2011
80317	59	Surface Testing of Hot Mix Asphalt Overlays (NOTE: This special provision was previously named "Surface Testing of Pavements")	Jan. 1, 2013	
80308	60	Synthetic Fibers in Concrete Gutter, Curb, Median and Paved Ditch	Nov. 1, 2012	
80286	61	Temporary Erosion and Sediment Control	Jan. 1, 2012	
80225	62	Temporary Raised Pavement Marker	Jan. 1, 2009	
80256	63	Temporary Water-Filled Barrier	Jan. 1, 2010	Jan. 1, 2013
80301	64	Tracking the Use of Pesticides	Aug. 1, 2012	
80273	65	Traffic Control Deficiency Deduction	Aug. 1, 2011	
20338	66	Training Special Provisions	Oct. 15, 1975	
80318	67	Traversable Pipe Grate	Jan. 1, 2013	
80270	68	Utility Coordination and Conflicts	April 1, 2011	Jan. 1, 2012
80288	69	Warm Mix Asphalt	Jan. 1, 2012	Nov. 1, 2012
80302	70	Weekly DBE Trucking Reports	June 2, 2012	
80289	71	Wet Reflective Thermoplastic Pavement Marking	Jan. 1, 2012	
80071	72	Working Days	Jan. 1, 2002	

The following special provisions are either in the 2013 Standard Specifications, the 2013 Recurring Special Provisions, or the special provisions Portland Cement Concrete, QC/QA of Concrete Mixtures, or Placing and Consolidating Concrete:

<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80275	Agreement to Plan Quantity	Article 202.07	Jan. 1, 2012	
80291	Calcium Chloride Accelerator for Class PP-2 Concrete	Recurring CS #28	April 1, 2012	
80237	Construction Air Quality – Diesel Vehicle Emissions Control	Articles 105.03 and 107.41	April 1, 2009	Jan. 2, 2012
80239	Construction Air Quality – Idling Restrictions	Articles 105.03 and 107.41	April 1, 2009	
80177	Digital Terrain Modeling for Earthwork Calculations	Recurring CS #32	April 1, 2007	
80272	Drainage and Inlet Protection Under Traffic	Articles 603.02 and 603.07	April 1, 2011	Jan. 1, 2012
80228	Flagger at Side Roads and Entrances	Articles 701.13 and 701.20	April 1, 2009	
80109	Impact Attenuators	Section 643	Nov. 1, 2003	Jan. 1, 2012
80110	Impact Attenuators, Temporary	Section 706	Nov. 1, 2003	Jan. 1, 2012
80203	Metal Hardware Cast into Concrete	Articles 503.02, 504.02, and 1006.13	April 1, 2008	Jan. 1, 2012
80290	Payrolls and Payroll Records	Recurring CS #5	Jan. 2, 2012	
80299	Portland Cement Concrete Inlay or Overlay	Recurring CS #29	April 1, 2012	
80280	Portland Cement Concrete Sidewalk	Article 424.07	Jan. 1, 2012	



<u>File Name</u>	<u>Special Provision Title</u>	<u>New Location</u>	<u>Effective</u>	<u>Revised</u>
80152	Self-Consolidating Concrete for Cast-In-Place Construction	The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	Nov. 1, 2005	April 1, 2012
80132	Self-Consolidating Concrete for Precast and Precast Prestressed Products	The following special provisions: Portland Cement Concrete, QC/QA of Concrete Mixtures and Placing and Consolidating Concrete	July 1, 2004	April 1, 2012
80284	Shoulder Rumble Strips	Article 642.05	Jan. 1, 2012	
80285	Sidewalk, Corner or Crosswalk Closure	Articles 701.03, 701.15, and 1106.02	Jan. 1, 2012	
80075	Surface Testing of Pavements (Section 406 overlay portion will remain a special provision and will now be called "Surface Testing of HMA Overlays".)	Articles 407.09, 407.12, 420.10, 420.20, and 1101.10	April 1, 2002	Jan. 1, 2007
80287	Type G Inlet Box	Article 610.09	Jan. 1, 2012	

The following special provisions require additional information from the designer. The additional information needs to be included in a separate document attached to this check sheet. The Project Development and Implementation section will then include the information in the applicable special provision. The Special Provisions are:

- Bridge Demolition Debris
- Building Removal-Case I
- Building Removal-Case II
- Building Removal-Case III
- Building Removal-Case IV
- Completion Date
- Completion Date Plus Working Days
- DBE Participation
- Material Transfer Device
- Railroad Protective Liability Insurance
- Training Special Provisions
- Working Days



## CONSTRUCTION AIR QUALITY – DIESEL RETROFIT (BDE)

Effective: June 1, 2010

The reduction of emissions of particulate matter (PM) for off-road equipment shall be accomplished by installing retrofit emission control devices. The term "equipment" refers to diesel fuel powered devices rated at 50 hp and above, to be used on the jobsite in excess of seven calendar days over the course of the construction period on the jobsite (including rental equipment).

Contractor and subcontractor diesel powered off-road equipment assigned to the contract shall be retrofitted using the phased in approach shown below. Equipment that is of a model year older than the year given for that equipment's respective horsepower range shall be retrofitted:

Effective Dates	Horsepower Range	Model Year
June 1, 2010 <sup>1/</sup>	600-749	2002
	750 and up	2006
June 1, 2011 <sup>2/</sup>	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006
June 1, 2012 <sup>2/</sup>	50-99	2004
	100-299	2003
	300-599	2001
	600-749	2002
	750 and up	2006

1/ Effective dates apply to Contractor diesel powered off-road equipment assigned to the contract.

2/ Effective dates apply to Contractor and subcontractor diesel powered off-road equipment assigned to the contract.

The retrofit emission control devices shall achieve a minimum PM emission reduction of 50 percent and shall be:

- a) Included on the U.S. Environmental Protection Agency (USEPA) *Verified Retrofit Technology List* (<http://www.epa.gov/otaq/retrofit/verif-list.htm>), or verified by the California Air Resources Board (CARB) (<http://www.arb.ca.gov/diesel/verde/verdev.htm>); or
- b) Retrofitted with a non-verified diesel retrofit emission control device if verified retrofit emission control devices are not available for equipment proposed to be used on the project, and if the Contractor has obtained a performance certification from the retrofit



device manufacturer that the emission control device provides a minimum PM emission reduction of 50 percent.

Note: Large cranes (Crawler mounted cranes) which are responsible for critical lift operations are exempt from installing retrofit emission control devices if such devices adversely affect equipment operation.

Diesel powered off-road equipment with engine ratings of 50 hp and above, which are unable to be retrofitted with verified emission control devices or if performance certifications are not available which will achieve a minimum 50 percent PM reduction, may be granted a waiver by the Department if documentation is provided showing good faith efforts were made by the Contractor to retrofit the equipment.

Construction shall not proceed until the Contractor submits a certified list of the diesel powered off-road equipment that will be used, and as necessary, retrofitted with emission control devices. The list(s) shall include (1) the equipment number, type, make, Contractor/rental company name; and (2) the emission control devices make, model, USEPA or CARB verification number, or performance certification from the retrofit device manufacturer. Equipment reported as fitted with emissions control devices shall be made available to the Engineer for visual inspection of the device installation, prior to being used on the jobsite.

The Contractor shall submit an updated list of retrofitted off-road construction equipment as retrofitted equipment changes or comes on to the jobsite. The addition or deletion of any diesel powered equipment shall be included on the updated list.

If any diesel powered off-road equipment is found to be in non-compliance with any portion of this special provision, the Engineer will issue the Contractor a diesel retrofit deficiency deduction.

Any costs associated with retrofitting any diesel powered off-road equipment with emission control devices shall be considered as included in the contract unit prices bid for the various items of work involved and no additional compensation will be allowed. The Contractor's compliance with this notice and any associated regulations shall not be grounds for a claim.

#### **Diesel Retrofit Deficiency Deduction**

When the Engineer determines that a diesel retrofit deficiency exists, a daily monetary deduction will be imposed for each calendar day or fraction thereof the deficiency continues to exist. The calendar day(s) will begin when the time period for correction is exceeded and end with the Engineer's written acceptance of the correction. The daily monetary deduction will be \$1,000.00 for each deficiency identified.

The deficiency will be based on lack of diesel retrofit emissions control.

If a Contractor accumulates three diesel retrofit deficiency deductions for the same piece of equipment in a contract period, the Contractor will be shutdown until the deficiency is corrected.



Such a shutdown will not be grounds for any extension of the contract time, waiver of penalties, or be grounds for any claim.

80261



## **PAYMENTS TO SUBCONTRACTORS (BDE)**

Effective: June 1, 2000

Revised: January 1, 2006

Federal regulations found at 49 CFR §26.29 mandate the Department to establish a contract clause to require Contractors to pay subcontractors for satisfactory performance of their subcontracts and to set the time for such payments.

State law also addresses the timing of payments to be made to subcontractors and material suppliers. Section 7 of the Prompt Payment Act, 30 ILCS 540/7, requires that when a Contractor receives any payment from the Department, the Contractor shall make corresponding, proportional payments to each subcontractor and material supplier performing work or supplying material within 15 calendar days after receipt of the Department payment. Section 7 of the Act further provides that interest in the amount of two percent per month, in addition to the payment due, shall be paid to any subcontractor or material supplier by the Contractor if the payment required by the Act is withheld or delayed without reasonable cause. The Act also provides that the time for payment required and the calculation of any interest due applies to transactions between subcontractors and lower-tier subcontractors and material suppliers throughout the contracting chain.

This Special Provision establishes the required federal contract clause, and adopts the 15 calendar day requirement of the State Prompt Payment Act for purposes of compliance with the federal regulation regarding payments to subcontractors. This contract is subject to the following payment obligations.

When progress payments are made to the Contractor according to Article 109.07 of the Standard Specifications, the Contractor shall make a corresponding payment to each subcontractor and material supplier in proportion to the work satisfactorily completed by each subcontractor and for the material supplied to perform any work of the contract. The proportionate amount of partial payment due to each subcontractor and material supplier throughout the contracting chain shall be determined by the quantities measured or otherwise determined as eligible for payment by the Department and included in the progress payment to the Contractor. Subcontractors and material suppliers shall be paid by the Contractor within 15 calendar days after the receipt of payment from the Department. The Contractor shall not hold retainage from the subcontractors. These obligations shall also apply to any payments made by subcontractors and material suppliers to their subcontractors and material suppliers; and to all payments made to lower tier subcontractors and material suppliers throughout the contracting chain. Any payment or portion of a payment subject to this provision may only be withheld from the subcontractor or material supplier to whom it is due for reasonable cause.

This Special Provision does not create any rights in favor of any subcontractor or material supplier against the State or authorize any cause of action against the State on account of any payment, nonpayment, delayed payment, or interest claimed by application of the State Prompt Payment Act. The Department will not approve any delay or postponement of the 15 day requirement except for reasonable cause shown after notice and hearing pursuant to Section



| 7(b) of the State Prompt Payment Act. State law creates other and additional remedies available to any subcontractor or material supplier, regardless of tier, who has not been paid for work properly performed or material furnished. These remedies are a lien against public funds set forth in Section 23(c) of the Mechanics Lien Act, 770 ILCS 60/23(c), and a recovery on the Contractor's payment bond according to the Public Construction Bond Act, 30 ILCS 550.

80022



State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
INSURANCE

Effective: February 1, 2007  
Revised: August 1, 2007

All references to Sections or Articles in this specification shall be construed to mean specific Section or Article of the Standard Specifications for Road and Bridge Construction, adopted by the Department of Transportation.

The Contractor shall name the following entities as additional insured under the Contractor's general liability insurance policy in accordance with Article 107.27:

Village of Lake Zurich

---

---

---

---

---

---

---

The entities listed above and their officers, employees, and agents shall be indemnified and held harmless in accordance with Article 107.26.



State of Illinois  
Department of Transportation  
Bureau of Local Roads and Streets

SPECIAL PROVISION  
FOR  
SUBSTANCE ABUSE PREVENTION PROGRAM

Effective: January 1, 2008  
Revised: January 8, 2008

In addition to all other labor requirements set forth in this proposal and in the Standard Specification for Road and Bridge Construction, adopted by the Department, during the performance of this contract, the Contractor for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

Substance Abuse Prevention Program. Before the Contractor and any subcontractor commences work, the Contractor and any subcontractor shall have in place a written Substance Abuse Prevention Program for the prevention of substance abuse among its employees which meets or exceeds the requirements in P.A. 95-0635 or shall have a collective bargaining agreement in effect dealing with the subject matter of P.A. 95-0635.

The Contractor and any subcontractor shall file with the public body engaged in the construction of the public works: a copy of the Substance Abuse Prevention Program along with a cover letter certifying that their program meets the requirements of the Act, or a letter certifying that the Contractor or a subcontractor has a collective bargaining agreement in effect dealing with the subject matter of this Act.



**RETURN WITH BID**

Route	<u>Landscape Maint. Program</u>
County	<u>Lake</u>
Local Agency	<u>Village of Lake Zurich</u>
Section	<u>13-00000-01-GM</u>

1. Proposal of 2013-2015 Landscape Maintenance Program

for the improvement of the above section by the construction of \_\_\_\_\_

\_\_\_\_\_ a total distance of \_\_\_\_\_ feet, of which a  
distance of \_\_\_\_\_ feet, ( \_\_\_\_\_ miles) are to be improved.

2. The plans for the proposed work are those prepared by Village of Lake Zurich, 505 Telser Road Lake Zurich, IL 60047  
and approved by the Department of Transportation on \_\_\_\_\_
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as  
"Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special  
Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check  
Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within N/A working days or by April 31, 2015  
unless additional time is granted in accordance with the specifications.
6. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and  
Conditions for contract Proposals, will be required. Bid Bonds ☒ will ☐ will not be allowed as proposal  
guaranties. Accompanying this proposal is either a bid bond if allowed, on Department form BLR 12230 or a proposal  
guaranty check, complying with the specifications, made payable to: Treasurer of  
Village of Lake Zurich  
the amount of the check is \_\_\_\_\_ ( 5% of total bid )
7. In the event that one proposal guaranty check is intended to cover two or more proposals, the amount must be equal to  
the sum of the proposal guaranties, which would be required for each individual proposal. If the proposal guaranty check  
is placed in another proposal, it will be found in the proposal for: Section Number 13-00000-01-GM
8. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby  
agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between  
the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price  
will be divided by the quantity in order to establish a unit price.
10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
11. The undersigned firm certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of  
the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an  
official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the  
direction or authorization of a responsible official of the firm. The undersigned firm further certifies that it is not barred  
from contracting with any unit of State or local government as a result of a violation of State laws prohibiting bid-rigging  
or bid-rotating.
12. The undersigned submits herewith the schedule of prices on BLR 12222 covering the work to be performed under this  
contract.





# Illinois Department of Transportation

## Schedule of Prices

Route  
County  
Local Agency  
Section

Landscape Maintenance Program  
Lake  
Village of Lake Zurich  
13-00000-01-GM

### NON-MFT Portion

**RETURN WITH BID**

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

Map No.	Location	Items	Unit	Non-MFT Quantity	MFT Quantity	Unit Cost	Cost Per Rotation	# of Rotations	Location Cost
1	Well # 7	Mowing	Sq. Ft.	34,710	0	.0009963	34.58	24	830.5
2	Well # 8	Mowing	Sq. Ft.	35,284	0	.0009930	35.00	24	840.5
3	Well # 9	Mowing	Sq. Ft.	11,460	0	.001758	20.15	24	483.60
4	Well # 11	Mowing	Sq. Ft.	41,582	0	.000749	31.15	24	747.60
5	Well # 12	Mowing	Sq. Ft.	29,150	0	.001128	32.90	24	789.60
6	Wicklow Lift Station	Mowing	Sq. Ft.	22,336	0	.0014819	33.10	24	794.40
7	Quentin Lift Station	Mowing	Sq. Ft.	82,800	0	.0007983	66.10	24	1,586.40
8	Fire Station # 1	Mowing	Sq. Ft.	38,484	0	.000959	36.90	24	885.40
9	Legion Hall	Mowing	Sq. Ft.	36,125	0	.000999	36.10	24	866.40
10	Police Department	Mowing	Sq. Ft.	✓ 105,100	0	.001107	116.40	24	2793.60
11	Public Works Facility	Mowing	Sq. Ft.	30,525	0	.001094	33.40	24	801.60
12	Village Hall	Mowing	Sq. Ft.	20,210	0	.00151	30.50	24	732.00
13	Braemar Parcels	Mowing	Sq. Ft.	22,927	0	.000462	10.60	24	254.40
14	Bristol Trail Parcel	Mowing	Sq. Ft.	70,949	0	.000509	36.70	24	866.40
16	Cedar Creek Parcels	Mowing	Sq. Ft.	✓ 200,653	0	.000446	99.60	24	2390.40
16	Cedar Creek Parcels	Mowing	Sq. Ft.	92,472	0	.000309	28.60	24	686.40
17	Chasewood North Parcels	Mowing	Sq. Ft.	79,468	0	.000339	27.00	24	648.00
19	Deerpath Rd. Parcels	Mowing	Sq. Ft.	98,672	0	.000367	36.20	24	868.80
19	Deerpath Rd. Parcels	Mowing	Sq. Ft.	27,212	0	.000367	10.00	24	240.00
21	Downtown Parcels	Mowing	Sq. Ft.	75,028	0	.000445	33.40	24	801.60
23	Foxmoor Ln. Parcel	Mowing	Sq. Ft.	39,586	0	.000808	32.00	24	768.00
24	Heatherleigh Parcels	Mowing	Sq. Ft.	20,868	0	.000590	12.30	24	295.20
24	Heatherleigh SSA	Mowing	Sq. Ft.	9,598	0	.000594	5.70	24	136.80
25	Heights Parcels	Mowing	Sq. Ft.	30,574	0	.000710	21.70	24	520.80
26	Jaime Ln. Parcels	Mowing	Sq. Ft.	21,600	0	.001160	25.00	24	600.00
27	John Ct. ROW	Mowing	Sq. Ft.	15,400	0	.001623	25.00	24	600.00
28	Lions Ct. Parcels	Mowing	Sq. Ft.	39,075	0	.000499	19.50	24	468.00
32	Mionske Parcel	Mowing	Sq. Ft.	6,896	0	.001319	9.70	24	218.40
34	Old Mill Grove Subdivision Parcels	Mowing	Sq. Ft.	56,922	0	.000670	38.10	24	914.40
35	Orchards ROW & Parcels	Mowing	Sq. Ft.	19,410	0	.001226	23.80	24	571.20
36	Partridge Ln. Parcel	Mowing	Sq. Ft.	54,750	0	.000753	41.20	24	988.80
37	Pheasant Ridge Parcel	Mowing	Sq. Ft.	123,624	0	.000657	81.30	24	1957.20
42	Rand Estates ROW	Mowing	Sq. Ft.	20,220	0	.001790	36.20	24	868.80
50	Sparrow Ridge Parcels Det.	Mowing	Sq. Ft.	22,913	0	.001571	36.00	24	864.00
50	Sparrow Ridge Parcels	Mowing	Sq. Ft.	22,982	0	.001566	36.00	24	864.00
51	Stanton Creek Parcels	Mowing	Sq. Ft.	42,056	0	.000851	35.80	24	859.20
55	Vista Rd. Parcels	Mowing	Sq. Ft.	84,423	0	.000552	46.60	24	1118.40
57	Wicklow Parcel	Mowing	Sq. Ft.	65,634	0	.000361	23.70	24	568.80
Page 1 Total (To be carried forward to Page 5)									\$32,082.80





13-00000-01-GM

Route  
County  
Local Agency  
Section

**RETURN WITH BID**

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

[illegible]

Page 2 Total (To be carried forward to Page 5)	\$77,585.80
--	-------------





# Illinois Department of Transportation

## Schedule of Prices

Route  
County  
Local Agency  
Section

Landscape Maintenance Program  
Lake  
Village of Lake Zurich  
13-00000-01-GM

### MFT Portion

### RETURN WITH BID

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

Map No.	Location	Items	Unit	Non-MFT Quantity	MFT Quantity	Unit Cost	Cost Per Rotation	# of Rotations	Location Cost
41	Quentin Rd. ROW	Mowing	Sq. Ft.	0	87,625	.000710	62.30	24	1495.20
43	Rte 12 ROW, N. of Rte 22	Mowing	Sq. Ft.	0	228,200	.071842	112.60	24	2702.40
44	Rte 12 ROW, S. of Rte 22	Mowing	Sq. Ft.	0	427,975	.012954	231.00	24	5944.00
45	Rte 22 ROW, E. of Buesching Rd.	Mowing	Sq. Ft.	0	187,700	.013568	106.10	24	2546.40
46	Rte. 22 Parcels	Mowing	Sq. Ft.	0	25,791	.001399	36.10	24	866.40
47	Rte. 22 ROW, Ela to Buesching	Mowing	Sq. Ft.	0	368,850	.016054	163.00	24	3912.00
48	S. Old Rand Rd., Main St. - 22 Bypass	Mowing	Sq. Ft.	0	37,750	.000664	25.10	24	602.40
49	S. Old Rand Rd., S. of 22 Bypass	Mowing	Sq. Ft.	0	260,650	.010588	712.50	24	2700.00
50	Sparrow Ridge Parcels Row	Mowing	Sq. Ft.	0	124,009	.015724	78.50	24	1884.00
51	Stanton Creek Parcels ROW	Mowing	Sq. Ft.	0	444	.00225	1.00	24	24.00
52	Summit Rd. ROW	Mowing	Sq. Ft.	0	16,020	.001473	23.60	24	566.40
53	Surrye Rd. ROW	Mowing	Sq. Ft.	0	155,438	.000360	93.60	24	2246.40
54	Tracie Dr. ROW	Mowing	Sq. Ft.	0	11,880	.00198	23.60	24	566.40
55	Vista Rd. Parcels ROW	Mowing	Sq. Ft.	0	8,177	.00055	9.50	24	108.00
56	W. Main ROW & Parcels	Mowing	Sq. Ft.	0	107,525	.000476	88.70	24	2108.80
57	Wicklow Parcel ROW	Mowing	Sq. Ft.	0	3,960	.000505	2.00	24	48.00
57	Wicklow ROW	Mowing	Sq. Ft.	0	85,906	.000360	31.00	24	744.00
202	Betty Drive Park ROW	Mowing	Sq. Ft.	0	1,500	.00133	2.00	24	48.00
203	Braemar Park ROW	Mowing	Sq. Ft.	0	3,033	.000989	3.00	24	72.00
204	Bristol Trail Park ROW	Mowing	Sq. Ft.	0	7,346	.001497	11.00	24	264.00
205	Buffalo Creek Park ROW	Mowing	Sq. Ft.	0	24,534	.000285	7.00	24	168.00
206	Chestnut Corners Park ROW	Mowing	Sq. Ft.	0	13,328	.000225	3.00	24	72.00
207	Countryside West Park ROW	Mowing	Sq. Ft.	0	20,352	.000294	6.00	24	144.00
208	Heatherleigh Park ROW	Mowing	Sq. Ft.	0	4,140	.000242	3.00	24	72.00
209	Jonquil Park ROW	Mowing	Sq. Ft.	0	3,960	.001161	4.60	24	110.40
210	Kuechman Park ROW	Mowing	Sq. Ft.	0	989	.000505	1.50	24	12.00
211	Manor Park ROW	Mowing	Sq. Ft.	0	4,718	.000423	2.00	24	48.00
212	Oak Ridge Marsh Park ROW	Mowing	Sq. Ft.	0	1,944	.000643	12.50	24	300.00
213	Old Mill Grove Park ROW	Mowing	Sq. Ft.	0	12,645	.000284	3.60	24	86.40
215	Paulus Park ROW	Mowing	Sq. Ft.	0	51,128	.000288	14.70	24	352.80
216	Quail Run Park ROW	Mowing	Sq. Ft.	0	3,150	.001111	3.50	24	84.00
217	Sandlewood Park ROW	Mowing	Sq. Ft.	0	2,100	.00238	5.00	24	120.00
218	Sparrow Ridge Park ROW	Mowing	Sq. Ft.	0	2,394	.000417	1.00	24	24.00
219	Warwick Park ROW	Mowing	Sq. Ft.	0	612	.00245	1.50	24	36.00
220	Wicklow Park ROW	Mowing	Sq. Ft.	0	2,199	.000454	1.00	24	24.00
221	Zurites Park ROW	Mowing	Sq. Ft.	0	7,030	.000711	5.00	24	120.00
222	Breezewald Park ROW	Mowing	Sq. Ft.	0	9,537	.000366	3.50	24	84.00
Page 4 Total (To be carried forward to Page 5)									\$30,926.40





# Illinois Department of Transportation

## Schedule of Prices

Route  
County  
Local Agency  
Section

Landscape Maintenance Program  
Lake  
Village of Lake Zurich  
13-00000-01-GM

### MFT Portion

**RETURN WITH BID**

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

Map No.	Location	Items	Unit	Non-MFT Quantity	MFT Quantity	Unit Cost	Cost Per Rotation	# of Rotations	Location Cost
1	Well # 7 ROW	Mowing	Sq. Ft.	0	1,690	.001005	1.70	24	40.80
2	Well # 8 ROW	Mowing	Sq. Ft.	0	1,716	.000990	1.70	24	40.80
3	Well # 9 ROW	Mowing	Sq. Ft.	0	6,240	.001763	11.00	24	264.00
4	Well # 11 ROW	Mowing	Sq. Ft.	0	13,318	.000750	10.00	24	240.00
5	Well # 12 ROW	Mowing	Sq. Ft.	0	2,850	.001754	5.00	24	120.00
6	Wicklow Lift Station ROW	Mowing	Sq. Ft.	0	2,064	.001938	4.00	24	96.00
8	Fire Station # 1 ROW	Mowing	Sq. Ft.	0	4,416	.000962	4.25	24	102.00
9	Legion Hall ROW	Mowing	Sq. Ft.	0	75	.013333	1.00	24	24.00
10	Police Department ROW	Mowing	Sq. Ft.	0	2,900	.000759	2.20	24	52.80
11	Public Works Facility ROW	Mowing	Sq. Ft.	0	2,475	.001131	2.80	24	67.20
12	Village Hall ROW	Mowing	Sq. Ft.	0	390	.002564	1.00	24	24.00
13	Braemar ROW	Mowing	Sq. Ft.	0	71,575	.000475	34.00	24	816.00
15	Buesching Rd. ROW	Mowing	Sq. Ft.	0	168,525	.000335	93.70	24	2248.80
16	Cedar Creek Parcels ROW	Mowing	Sq. Ft.	0	9,449	.000317	3.00	24	72.00
17	Chasewood North Parcels ROW	Mowing	Sq. Ft.	0	13,574	.000368	5.00	24	120.00
17	Chasewood North ROW	Mowing	Sq. Ft.	0	42,695	.000339	14.50	24	348.00
18	Countryside East ROW	Mowing	Sq. Ft.	0	27,880	.001119	31.20	24	748.80
20	Deerpath Rd. ROW	Mowing	Sq. Ft.	0	148,620	.014146	87.50	24	2100.00
21	Downtown Parcels ROW	Mowing	Sq. Ft.	0	5,946	.000505	3.00	24	72.00
22	Farm Bridge ROW	Mowing	Sq. Ft.	0	49,200	.000634	31.20	24	748.80
23	Foxmoor Ln. Parcel ROW	Mowing	Sq. Ft.	0	256	.003906	1.00	24	24.00
24	Heatherleigh Parcels ROW	Mowing	Sq. Ft.	0	5,254	.000609	3.20	24	76.80
24	Heatherleigh ROW	Mowing	Sq. Ft.	0	17,046	.000586	10.00	24	240.00
25	Heights ROW	Mowing	Sq. Ft.	0	4,696	.000745	3.50	24	84.00
28	Lions Ct. Parcels ROW	Mowing	Sq. Ft.	0	1,485	.000673	1.00	24	24.00
28	Lions Dr. ROW	Mowing	Sq. Ft.	0	21,792	.000504	11.00	24	264.00
29	Lorie Ln. ROW	Mowing	Sq. Ft.	0	9,700	.002165	21.00	24	504.00
30	Manchester ROW	Mowing	Sq. Ft.	0	6,960	.003017	21.00	24	504.00
31	Miller Rd. ROW	Mowing	Sq. Ft.	0	45,220	.000619	28.00	24	672.00
32	Mionske Parcel ROW	Mowing	Sq. Ft.	0	12,204	.001311	16.00	24	384.00
33	N. Old Rand Rd. ROW	Mowing	Sq. Ft.	0	38,000	.000865	32.90	24	789.60
33	N. Old Rand Rd. ROW	Mowing	Sq. Ft.	0	9,500	.000874	8.30	24	199.20
34	Old Mill Grove Subdivision Parcels ROW	Mowing	Sq. Ft.	0	2,892	.000691	2.00	24	48.00
34	Old Mill Grove Subdivision ROW	Mowing	Sq. Ft.	0	52,576	.00067	35.20	24	1844.80
35	Orchards Parcels ROW	Mowing	Sq. Ft.	0	1,080	.001296	1.40	24	33.60
37	Pheasant Ridge Parcel ROW	Mowing	Sq. Ft.	0	17,586	.000358	6.30	24	151.20
39	Pleasant ROW	Mowing	Sq. Ft.	0	19,020	.001640	31.20	24	748.80
40	Promenade (W. Main St.)	Mowing	Sq. Ft.	0	5,900	.004	23.60	24	566.40
Page 3 Total (To be carried forward to Page 5)									\$14,504.40





## Landscape Maintenance Program

Route  
County  
Local Agency  
Section

Lake

### Village of Lake Zurich

13-00000-01-GM

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

[illegible]





RETURN WITH BID

Route	Landscape Maint. Program
County	Lake
Local Agency	Village of Lake Zurich
Section	13-00000-01-GM

(If an individual)

Signature of Bidder \_\_\_\_\_

Business Address \_\_\_\_\_

(If a partnership)

Firm Name \_\_\_\_\_

Signed By \_\_\_\_\_

Business Address \_\_\_\_\_

Insert  
Names and  
Addresses of  
All Partners



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

(If a corporation)

Corporate Name Sebert Landscaping

Signed By \_\_\_\_\_

Business Address 1550 W. Bartlett Rd

Bartlett, IL 60103

Insert  
Names of  
Officers



President Jeffrey Sebert

Secretary \_\_\_\_\_

Treasurer \_\_\_\_\_

Attest:

Sam D'Amato

Secretary





Return with Bid

Route  
County  
Local Agency  
Section

Landscape Maint. Program  
Lake  
Village of Lake Zurich  
13-00000-01-GM

**All contractors are required to complete the following certification:**

☒ For this contract proposal or for all groups in this deliver and install proposal.

☐ For the following deliver and install groups in this material proposal:

---

---

---

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

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

*Illinois Department of Agriculture - Pesticide Certification  
and operator licensing*



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

---

---

---

---

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

Bidder:

Sekert Landscaping

By:

Robert Boosy

(Signature)

Address:

1550 W. Bartlett Rd Bartlett, IL

Title:

Account Manager







**GRANITE RE, INC.**  
**GENERAL POWER OF ATTORNEY**

**Know all Men by these Presents:**

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of OKLAHOMA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

PETER R. JOHNSON its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

PETER R. JOHNSON may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its Vice President and Secretary/Treasurer, this 12<sup>th</sup> day of April, 2012.



  
R. Darryl Fisher, Vice President

STATE OF OKLAHOMA )  
                                  ) SS:  
COUNTY OF OKLAHOMA )

  
Rodman A. Frates, Secretary/Treasurer

On this 12<sup>th</sup> day of April, 2012, before me personally came R. Darryl Fisher, Vice President of the GRANITE RE, INC. Company and Rodman A. Frates, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said R. Darryl Fisher and Rodman A. Frates were respectively the Vice President and the Secretary/Treasurer of the GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as Vice President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:  
August 8, 2013  
Commission #: 01013257



  
Kathleen E. Carlson  
Notary Public

**GRANITE RE, INC.**  
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., an Oklahoma Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this  
22<sup>nd</sup> day of May, 2012.



  
Rodman A. Frates, Secretary/Treasurer





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

Annual Report of Awarards  
For the Letting of 8/24/13

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

### Part I. Work Under Contract

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

	1	2	3	4	Awards Pending	
Contract Number	13.LCMTC.0025					
Contract With	DuPage County DOT					
Estimated Completion Date	November 30, 2014					
Total Contract Price	545,201.00					Accumulated Totals
Uncompleted Dollar Value if Firm is the Prime Contractor	545,201.00					
Uncompleted Dollar Value if Firm is the Subcontractor						
Total Value of All Work					545,201.00	

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

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

						Accumulated Totals
Earthwork						
Portland Cement Concrete Paving						
HMA Plant Mix						
HMA Paving						
Clean & Seal Cracks/Joints						
Aggregate Bases & Surfaces						
Highway, R.R. and Waterway Structures						
Drainage						
Electrical						
Cover and Seal Coats						
Concrete Construction						
Landscaping						
Fencing						
Guardrail						
Painting						
Signing						
Cold Milling, Planning & Rotomilling						
Demolition						
Pavement Markings (Paint)						
Other Construction (List)						
						\$ 0.00
Totals						N/A

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



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

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

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

Subscribed and sworn to before me

this 23 day of May, 2013

Type or Print Name

AL TOKAR Controller  
Officer or Director Title

Dana Ludvigsen  
Notary Public

My commission expires 4/14/14

Signed

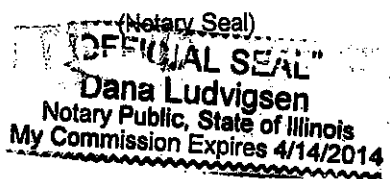
AL TOKAR

Company

Sekert  
Landscaping

Address

1550 W. Bartlett Rd  
Bartlett, IL 60103





70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

6C

Phone: (847)438-5141  
Fax: (847) 540-1768  
Web: www.volz.org

## MEMORANDUM

Date: May 22, 2013  
To: Jason T. Slowinski, Village Manager  
From: Roy T. Witherow, Assistant Village Manager  
Subject: Iron Girl Triathlon Agreement

---

**Issue:** Staff and legal counsel have been working in conjunction with World Triathlon Corporation (WTC) for nearly one year to develop the attached agreement in order to bring the Iron Girl Triathlon to the Village to be held June 16, 2013 and subsequently for the next two years. In order for the event to occur, an agreement between the two parties should be executed defining each party's roles, responsibilities, and coverage.

**Analysis:** The agreement has been reviewed by legal counsel and the Village's general liability carrier and has been found sufficient.

**Recommendation:**

Approve attached agreement between the Village of Lake Zurich and World Triathlon Corporation to host the Iron Girl Triathlon.

**w/Attachments:**

- Iron Girl Host Venue Agreement





## **HOST VENUE AGREEMENT**

This Host Venue Agreement (this "Agreement") is made as of May \_\_\_\_, 2013 (the "Effective Date") by and between **WORLD TRIATHLON CORPORATION**, a Florida corporation ("WTC"), and the **VILLAGE OF LAKE ZURICH**, an Illinois municipal corporation ("Host") (WTC and Host are sometimes referred to herein individually as "Party" and collectively as the "Parties").

The Parties agree as follows:

1. **Authorization to Conduct Event.** Subject to the terms of this Agreement, WTC agrees to conduct the Event (as defined in Exhibit A), and Host grants to WTC the right to conduct the Event, in and around the Venue (as defined in Exhibit A).
2. **Term.** This Agreement shall be in full force and effect for the term specified in Exhibit A, unless terminated earlier pursuant to this Agreement or extended as mutually agreed upon by the Parties in writing (the "Term").
3. **Host Venue Sponsorship Fee.** Host is not required to pay any host sponsorship fee for the Event.
4. **Obligations and Undertakings of Host.** In consideration of WTC selecting the Venue as the site for conducting the Event, Host agrees to provide WTC those support services as more particularly described in Exhibit B (the "Host Support Services").
5. **Obligations and Undertakings of WTC.** Subject to the terms of this Agreement, WTC shall further fulfill the specific obligations and undertakings identified in Exhibit C.
6. **Additional Terms.**
  - a. The Parties agree to conduct a meeting following the Event to "debrief" regarding the Event, set forth the following year's plans, and review the Event details and goals.
  - b. WTC shall retain the rights to all imagery, including but not limited to, television broadcast or cablecast (live or tape-delay), radio broadcast, internet broadcast (audio or video), videotaping, filming and photography of the Event, which is the sole property of WTC and may not be reproduced, remarketed, or otherwise distributed or publicly displayed without the written permission of WTC. WTC may, at its sole discretion, award any or all of these rights to third parties.
  - c. The Host Support Services may be modified, changed, or otherwise altered from time to time by WTC in its reasonable discretion, in consultation with a designated representative of Host. WTC shall, within a reasonable time prior to the applicable Event, provide written notice to Host regarding any such alterations prior to the applicable Event. Host shall not be required to make any improvements, construction, or renovations in support of the Event.
  - d. WTC may in its reasonable discretion, in order to improve (or attempt to improve) the Event, institute changes in the implementation or structure of the Event in any Event year. No change shall be made to the date of any scheduled Event without the written consent of both Parties hereto.
7. **Representations and Warranties of Host.** Host represents, warrants, and covenants to WTC as follows:



a. Host has the full right and legal authority to enter into and fully perform this Agreement in accordance with the terms and conditions contained herein;

b. This Agreement is a legal, valid, and binding obligation of Host, enforceable against Host in accordance with its terms;

c. Host will comply with all applicable laws, rules, and regulations with regard to its obligations under this Agreement; and

d. Neither the execution, delivery, nor performance of this Agreement by Host violates or will violate or cause a breach of any other agreements or obligations to which it is a party or to which it is bound, and no approval, consent, notice, or other action by or to any third party or any commission, board, or other governmental authority or agency is required in connection with the execution, delivery, or performance of this Agreement by Host.

8. **Representations and Warranties of WTC.** WTC represents, warrants and covenants to Host as follows:

a. WTC will comply with all applicable laws, rules and regulations with regard to its obligations under this Agreement;

b. WTC represents and warrants that it has full right, power, and authority to enter into and to perform its obligations under this Agreement, and to grant Host all rights and interests as provided hereunder; and

c. WTC hereby represents and warrants that WTC is the sole owner or controls all of the rights granted hereunder in the Event and that it has full right, title and interest in and to the Event granted in this Agreement.

9. **Use of WTC's Trademarks and/or Service Marks.**

a. WTC provides Host with the limited, non-assignable, non-transferable, non-exclusive rights to use the Marks, as defined and described in Exhibit D, in all reasonable forms of advertising and marketing. Any use of the Marks shall be in conjunction with the Trademark Standards and Use Guidelines set forth in Exhibit D. The license granted herein shall be only for the Term of this Agreement and the territory of the license shall be the Venue and the immediate surroundings areas. WTC must approve all uses in writing of the Marks prior to usage.

b. Prior to Host's use of WTC's Marks, WTC must approve in writing all Host's advertising, marketing, press releases, programs, websites, and all printed and electronic materials intended for public consumption prior to use.

c. Host may only use the Marks in connection with advertising and/or marketing materials relating to each Event during the Term of this Agreement, and may not utilize the Marks on any products, merchandise, souvenirs, or other items unless pre-approved by WTC in writing, which approval may be granted or denied at WTC's sole and absolute discretion.

d. Host may not authorize or license any third party to manufacture, sell, affix, or use any of the Marks on any product, merchandise, souvenirs, or other items during the Term of this Agreement.



e. Host acknowledges that WTC is the owner of all the Marks, and Host shall not register any of the Marks, any service mark, trademark, or domain name that is similar in any manner to any of WTC's Marks, or any mark with the word "IRON."

f. The Marks are and shall remain the property of WTC. Any and all rights under the Marks, copyrights, or other intellectual property of WTC shall inure to the benefit of WTC.

g. Host hereby grants to WTC a non-transferable, non-exclusive license to use the logos, service marks and trademarks of Host for the purposes of promoting the Event. WTC shall not use the logos, service marks or trademarks without the express written approval of Host. The use by WTC of any such marks must comply with Host's requirements. The term of the license hereby granted shall be effective during the Term.

10. **Indemnification; Limitation of Liability.**

a. Each Party will indemnify, protect, defend and hold harmless the other Party, its parent, subsidiaries, and affiliates, and each of their respective directors, officers, employees, contractors, volunteers, representatives, and agents, from and against any and all claims, liabilities, losses, damages, injuries, demands, actions, causes of action, suits, proceedings, judgments, and expenses, including without limitation, attorneys' fees, court costs, and other legal expenses, arising out of, directly or indirectly, or in connection with: (i) any breach or alleged breach of any provision of this Agreement by the other Party or any representation or warranty made by the other Party herein; or (ii) any act or omission to act by the other Party, or any of its employees, servants, or agents.

B. NOTWITHSTANDING ANYTHING ELSE IN THIS AGREEMENT OR OTHERWISE, IN NO EVENT WILL WTC BE LIABLE TO HOST OR ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT (INCLUDING, WITHOUT LIMITATION, WITH RESPECT TO THE LICENSE OR ANY OTHER RIGHTS GRANTED BY WTC UNDER THIS AGREEMENT) UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (I) INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, (II) LOST PROFITS, LOST BUSINESS OR LOST SAVINGS, (III) INTERRUPTION OF BUSINESS, OR (IV) LOSS OF GOODWILL. THE FOREGOING LIMITATION APPLIES REGARDLESS OF WHETHER THE REMEDIES PROVIDED FOR IN THIS AGREEMENT FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OR PROBABILITY OF ANY SUCH DAMAGES.

11. **Records and Audit.** Host agrees to keep complete and accurate books of account and records covering all transactions and other matters relating to this Agreement. WTC and/or its duly authorized representatives shall, after providing reasonable notice to Host, have the right to examine such books of account and records in Host's possession or under its control for the purpose of verifying any information provided or due hereunder and verifying compliance with the terms and conditions of this Agreement, and shall have free and full access thereto for such purposes and for the purpose of making copies thereof or extracts therefrom, which information shall be subject to the confidentiality obligations set forth in this Agreement. All such records shall be maintained and kept available for at least two (2) years after the expiration or termination of this Agreement.

12. **Insurance.** Each Party shall, throughout the Term, obtain and maintain its own comprehensive general liability insurance for each Event from a reputable insurance company or risk pool for any and all claims of bodily injury, death, property damage, and advertising liability, and any and all litigation, arbitration and settlement costs, related to any claims for or by any Event participants, volunteers, referees, officials, scorekeepers, spectators, sponsors, and staff with a minimum combined single limit equal to but not less than one million U.S. dollars (\$1,000,000.00) per occurrence for any one incident or



accident, and not less than two million U.S. dollars (\$2,000,000.00) in aggregate. Each of the Parties may reasonably require the other to obtain such insurance in a greater amount or scope by providing notice to the other Party at least thirty (30) days prior to the date of the Event. Each Party shall cause the other Party to be named as an additional insured in connection with each Event. Certificates evidencing the foregoing required insurance must be provided, upon request, to the other Party. The extent of coverage of WTC as an additional insured under the foregoing insurance required of Host shall only be for the direct, sole negligence of Host or any of its employees or agents.

13. **Termination.**

a. WTC may terminate this Agreement for any reason or no reason, if WTC gives written notice to Host during the sixty (60) day period following the end of any Event.

b. If either Party breaches a material provision of this Agreement, the non-breaching Party may terminate this Agreement upon thirty (30) days' written notice to the other Party, which notice shall include a description of such breach, provided that, during such thirty (30) day period following receipt of such notice, the breaching Party fails to cure such breach.

c. Notwithstanding anything to the contrary herein, WTC shall have the right to immediately terminate this Agreement:

- i. at any time if, after consulting with Host, WTC gives written notice to Host that WTC has determined, in its reasonable judgment, that an Event is unlikely to occur or be sufficiently profitable to WTC, whether due to: (A) revocation or cancellation of, or failure to timely obtain, any of the required approvals & permits (B) an inadequate number of paid entries or sponsorships received; or (C) any condition with respect to the Venue that could jeopardize the practicability of conducting the Event as planned, or that could create a safety risk for any Event participants or other Event visitors, if such condition likely cannot be remedied prior to the Event at no cost to WTC;
- ii. if WTC determines, in its sole discretion, that a suitable and safe course for the Event cannot be secured without WTC incurring additional material cost; or
- iii. if Host files, or in good faith has filed against it, a petition in bankruptcy, or is adjudicated bankrupt or insolvent, or makes an assignment for the benefit of creditors, or an arrangement pursuant to any bankruptcy law.

d. **Effects of Termination.**

- i. Expiration or termination of this Agreement for any reason will not relieve either Party from its obligation to perform under this Agreement to the extent such performance is due prior to the effective time of such termination.
- ii. If this Agreement is terminated by WTC under the terms of Section 13.b. or Section 13.c.iii., all unpaid Annual Sponsorship amounts with respect to the Event year in which the termination occurred shall be immediately due and payable to WTC.
- iii. Except as provided otherwise herein, each Party reserves all other rights and remedies hereunder and otherwise permitted by law that have accrued prior to the effective time of such termination.



14. **Confidentiality.**

a. During the term of this Agreement, each Party (the "Receiving Party") shall keep confidential, and other than as provided herein, shall not use or disclose, directly or indirectly, any of the terms of this Agreement, any trade secrets, confidential, or proprietary information, or any other knowledge, information, documents or materials, owned, developed or possessed by the other Party, whether in tangible or intangible form. The Receiving Party shall take any and all lawful measures to prevent the unauthorized use and disclosure of such information, and to prevent unauthorized persons or entities from obtaining or using such information. The Receiving Party further agrees to refrain from directly or indirectly taking any action that would constitute or facilitate the unauthorized use or disclosure of such information. The Receiving Party may disclose such information to its officers and employees to the extent necessary to enable the Receiving Party to perform its obligations hereunder; provided, however, that such officers and employees shall have entered into appropriate confidentiality agreements for secrecy and nonuse of such information which by its terms shall be enforceable by injunctive relief by the disclosing Party. The Receiving Party shall be liable for any unauthorized use and disclosure of such information by any of its officers or employees. Should the Receiving Party be required to disclose such information in order to comply with applicable governmental regulations or a court order, the Receiving Party agrees to provide reasonable advance written notice to the disclosing Party and each of the Parties shall use its reasonable efforts to secure confidential treatment of the information to be disclosed (whether through protective orders or otherwise) and to ensure that only the minimum amount of information necessary to comply with such requirements is disclosed.

b. Notwithstanding the foregoing, the provisions of subsection a. above shall not apply to knowledge, information, documents, or materials that the Receiving Party can conclusively establish: (i) have entered the public domain without Receiving Party's breach of any obligation owed to the disclosing Party; (ii) have become known to the Receiving Party prior to the disclosing Party's disclosure of such information to such Receiving Party; (iii) are permitted to be disclosed by the prior written consent of the disclosing Party; (iv) have become known to the Receiving Party from a source other than the disclosing Party, other than by breach of any obligation of confidentiality owed to the disclosing Party; or (v) are independently developed by the Receiving Party without breach of this agreement.

c. The above provisions of a. and b. shall apply, subject to any disclosure which may be required by law, legal process, or court order.

15. **Assignment.** This Agreement is personal to Host and may not be assigned or transferred without the prior written consent of WTC. This Agreement may be freely assigned by WTC. Any such assignment, transfer, sublicense or delegation made without such approval by WTC shall be void *ab initio*.

16. **Binding Effect; No Third-Party Beneficiaries.** This Agreement will be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Subject to the immediately preceding sentence, nothing in this Agreement creates or will be deemed to create any third-party beneficiary rights in any person or entity not a party to this Agreement.

17. **Relationship of the Parties.** The Parties are acting herein as independent contractors. Nothing herein contained will create or be construed as creating a partnership, joint venture or agency relationship between the Parties. Each Party acknowledges and agrees that it neither has nor will give the appearance or impression of having any legal authority to bind or commit the other Party in any way. Each Party will be solely responsible for all wages, income taxes, worker's compensation and any other requirements for all personnel it supplies pursuant to this Agreement.



**18. Jurisdiction and Dispute Resolution.**

a. Governing Law; Venue. Notwithstanding the place where this Agreement may be executed by either Party, this Agreement and any claim, controversy, dispute or other matter arising hereunder or related hereto (whether by contract, tort, or otherwise) shall be governed in accordance with the laws of the State of Illinois without regard to any conflict-of-laws or choice-of-laws provisions thereof that would result in the application of the laws of any other jurisdiction. Venue for any litigation or arbitration arising out of this Agreement shall be the U.S. District Court for Northern Illinois, or Lake County, Illinois.

b. Arbitration. If a dispute, claim or controversy, with the exception of claims for injunctive and/or other equitable relief for intellectual property violations, unfair competition and/or the use and/or unauthorized disclosure of trade secrets or confidential information ("Dispute") arises out of, relates to, or is in connection with this Agreement, any amendment of this Agreement or any breach of this Agreement, and if the Dispute cannot be settled through direct discussions between the Parties, the Parties agree to settle the Dispute by arbitration administered by the American Arbitration Association ("AAA") whereby such Dispute shall be referred to a sole arbitrator selected by the Parties, or, if the Parties are unable or unwilling to agree to such a selection, to AAA arbitration as the sole remedy as to all matters in Dispute, administered by the AAA in accordance with applicable Arbitration Rules.

c. Enforcement. If either Party brings any arbitration or other action under this Agreement (including, without limitation, any challenge or appeal), the prevailing Party shall be entitled to recover from the other Party reasonable attorneys' fees and costs (including, without limitation, the cost of such arbitration or other action). The Parties agree to authorize the arbitrator to determine both the entitlement and apportionment of such fees and costs.

d. Arbitration Charges. Each Party shall initially bear an equal share of the arbitrator's compensation and administrative charges of the arbitration and shall make deposits with the AAA of its share of the amounts requested by the AAA. Failure or refusal by a Party to timely pay its share of the deposits for the arbitrator(s)' compensation and administrative charges shall constitute a waiver by that Party of its rights to be heard, present evidence, cross-examine witnesses, and assert counterclaims. Informing the arbitrator of a Party's failure to pay its share of the deposits for the arbitrator's compensation and administrative charges for the purpose of implementing this provision shall not be deemed to affect the arbitrator(s)' impartiality or ability to proceed with the arbitration.

e. General. The requirement for arbitration shall not be deemed a waiver of any right of termination under this Agreement and the arbitrator is not empowered to act or make any award other than based solely on the rights and obligations of the Parties prior to any such termination. The Parties, their representatives, other participants and the arbitrator shall hold the existence, content, and result of arbitration in confidence. Any provisions of this Agreement not found to be in compliance with applicable law may be waived without effect to the agreement by the Parties to arbitrate as provided herein. Notwithstanding the foregoing, in the event of breach by a Party of any of its obligations hereunder, the non-breaching Party may seek injunctive or other equitable relief in any of the courts delineated above. A request by a Party to a court for interim measures shall not be deemed a waiver of the obligation to arbitrate.

**19. Rights and Remedies.** The rights and remedies provided by this Agreement are given in addition to any other rights and remedies either Party may have by law, statute, ordinance or otherwise. All such rights and remedies are intended to be cumulative, and the use of any one right or remedy by either Party shall not preclude or waive its right to any or all other rights or remedies.



20. **Force Majeure.** In the event either Party is prevented from performing any of the obligations or duties required under this Agreement by reason of any event outside of such Party's control, including, without limitation, fire, weather, volcano, explosion, flood, epidemic, acts of God, war or other hostilities, strike, civil commotion, domestic or foreign governmental acts, orders or regulations ("Force Majeure Event"), then the obligations or duties of such Party during the period of such Force Majeure Event, and for a reasonable time thereafter shall be suspended. If, due to a Force Majeure Event, the Event is canceled and cannot reasonably be rescheduled or relocated within the territory of the Venue, then Host shall not be deemed to be in breach of this Agreement. In the case of cancellation due to a Force Majeure Event, the Parties agree to negotiate a date to reschedule the Event if practicable. If the Event is rescheduled and/or relocated within the territory of the Venue, neither Party is relieved of its obligations as set forth in this Agreement.

21. **Notices.** All notices, requests, demands, and other communications required or permitted hereunder shall be in writing and shall be deemed to have been duly given if delivered by facsimile (with facsimile transmission receipt), e-mailed (with electronic read receipt for delivery proof), hand delivered, by certified or registered mail, or by overnight delivery service:

If to Host:

**VILLAGE OF LAKE ZURICH**

Attention:

E-mail:

(or to such other person or address as Host shall furnish to WTC in writing)

If to WTC:

**WORLD TRIATHLON CORPORATION**

2701 North Rocky Point Drive, Suite 1250

Tampa, FL 33607

Attention: Chief Legal Officer

E-mail: [Legal@ironman.com](mailto:Legal@ironman.com)

(or to such other person or address as WTC shall furnish to Host in writing)

22. **No Waiver of Rights.** If either Party fails to enforce any of the provisions of this Agreement or any rights hereunder or fails to exercise any election provided in the Agreement, it will not be considered to be a waiver of those provisions, rights or elections or in any way affect the validity of the Agreement. The failure of either Party to exercise any of these provisions, rights or elections will not preclude or prejudice such Party from later enforcing or exercising the same or any other provisions, rights or elections which it may have under the Agreement.

23. **Interpretation.** The section headings included in this Agreement are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement. If any term, clause or provision hereof is held invalid or unenforceable by a court of competent jurisdiction, such invalidity shall not affect the validity or operation of any other term, clause or provision and such invalid term, clause or provision shall be deemed to be severed from this Agreement. This Agreement may be executed in counterparts, each of which shall be deemed an original binding document but all of which shall constitute one and the same instrument. Neither this Agreement nor any provision herein shall be construed in favor or against either Party based on which Party drafted this Agreement or such provision.

24. **No Oral Modifications.** No modifications to this Agreement shall be binding upon the Parties unless modified, amended, cancelled, renewed or extended in a writing signed by both Parties.

25. **Entire Agreement.** This Agreement (including all exhibits hereto) sets forth the entire agreement and understanding of the Parties relating to the subject matter hereof, and supersedes all prior



agreements, arrangements and understandings, written or oral, between or among the Parties, except as specifically provided herein. Except as explicitly set forth herein, there are no promises, conditions, representations, understanding, interpretations or terms of any kind as conditions or inducement to the execution hereof or in effect among the Parties.

26. **Compliance with Local, State and Federal Laws.** In the performance of its obligations pursuant to this Agreement, the Parties shall comply with all applicable provisions of federal, state and local law, including those regulations in regard to all applicable equal employment opportunity requirements, the Equal Opportunity Clause of the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and the Rules and Regulations of the Illinois Department of Human Rights and the Americans with Disability Act (42 U.S.C. 12101 *et seq.*), and all rules and regulations issued pursuant to those Acts. In connection with the Event, the Parties shall not discriminate against employee or applicants for employment because of any factor not related to job performance, including race, color, creed, national origin, age, marital status, handicap, sex, sexual orientation, gender identification or expression, religion, or familial status. The Parties must include in any of its subcontractor agreements that discrimination in employment practices is prohibited.

[ Signature page directly follows ]



The Parties have executed this Agreement as of the day and year last written below as mutual acceptance of the terms, conditions and consideration contained herein.

**WORLD TRIATHLON CORPORATION**

**VILLAGE OF LAKE ZURICH**

By: \_\_\_\_\_  
Name: JUDY MOLNAR  
Title: VICE PRESIDENT OF IRON GIRL

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: VILLAGE PRESIDENT



**EXHIBIT A**

- A-1. **Event:** The event to be conducted shall be an Iron Girl® women's only multi-sport event that will include a swim, bike and run, but not be limited to, a race, consumer expo, athlete check-in, and awards ceremony (collectively, the "Event"). The Event dates will be June 16, 2013, June 15, 2014, and June 14, 2015.
- A-2. **Venue:** The venue for the Event shall be in and around Paulus Park and the Village of Lake Zurich, Illinois ("Venue").
- A-3. **Term:** The Term will commence on the Effective Date and shall continue for three (3) years thereafter, to cover one Event in each of the years 2013, 2014, and 2015 under the terms of this Agreement. The Term will end ninety (90) days after the Event in 2015, unless otherwise earlier terminated under the terms of this Agreement. Unless such early termination occurs, WTC and Host shall, during the six months prior to the date of the 2015 Event, negotiate in good faith, and exclusively with each other with respect to future running events and triathlons at the Venue, for an extension of this Agreement for an additional agreed upon term; any such mutually agreed upon extension must be set forth in a writing signed by both Parties.
- A-4. **Non-Compete:** During the Term and for the thirty-six (36) month period following expiration or termination of this Agreement, Host may not, directly or indirectly, organize, promote, produce, conduct, host, assist, support, advise, permit, discuss, own or control any interest in, negotiate or contract, joint venture, or partner with any person or entity (except WTC) for, or in connection with, any other women's only multi-sport event located, in whole or in part, within the Venue if such event features any race distance equal to or longer than that of a sprint triathlon.



**EXHIBIT B****Obligations of HOST**

Host agrees to provide the necessary facilities, venues, and services for the Event as follows:

- B-1. Venues/Facilities. Host shall provide venues for the Event which shall consist of a large centralized area for swim, bike and run course, finish line, athlete recovery area, concessions, parking, and spectator viewing. Host shall provide adequate space to accommodate athlete check-in, consumer exposition, merchandise sites, a media center, a press conference, a race office, and adequate space to accommodate Event activities (including but not limited to an awards banquet). Host will cover all reasonable costs associated with these activities.
- B-2. Permitting. Host shall provide all approvals or permits for the Event. Event vendors, participants or other persons participating in the Event shall be subject to Host's event permitting rules and procedures. Host will cover all reasonable costs associated with these activities.
- B-3. Operational Services. Host shall provide and make available Host staff to assist in the coordination of the operational activities of the Event including, but not limited to, facility and venue acquisition, permitting, local accommodations, volunteer recruitment, public awareness, and advocacy. WTC will cover all reasonable costs associated with these activities.
- B-4. Community Outreach. Host shall provide and make available direct contact to volunteers, course marshals, listings of chamber/non-chamber member businesses, connections to local media outlets, hospitality tables, welcome information, personalized banners, and Event links on Host's website. WTC will cover all reasonable costs associated with these activities.

**Coordinated Obligations**

- B-5. Promotion. Both Parties shall coordinate activities to promote the Event. Both Parties shall assist in obtaining local and regional media support for the Event. Both Parties shall participate in the creation of sports media, travel media and human interest. Host shall promote the Event through community outreach activities which shall include local media. WTC shall assist in media support within the local area. WTC will cover all reasonable costs associated with these activities.
- B-6. Fire/Paramedics. Fire and paramedics services for the Event will be coordinated by Host and WTC. WTC shall cover all reasonable costs incurred for the fire and paramedic services.
- B-7. Sanitation Services. Host shall be responsible for sweeping and cleaning up the Event areas prior to and after the Event. WTC shall cover all reasonable costs incurred for the sweeping and cleaning services.
- B-8. Waste Disposal. Host shall coordinate the collection and disposal of solid waste and recyclable materials at the Event. WTC shall cover all reasonable costs incurred by Host for the collection and disposal of solid waste and recyclable materials during the Event.



**EXHIBIT C**

**Obligations of WTC**

WTC agrees to fulfill the following obligations:

- C-1. Event Coordination. WTC shall conduct, direct and supervise the Event including all aspects of media, operations, marketing, promotions, branding, facility decoration, venue appearance, merchandising, licensing, and all pre-event, in-event and post event activities. WTC shall procure the services of a qualified individual or firm to act as the event coordinator for the Event. The Event Director shall supervise all aspects of production before, during and after the Event. WTC shall also procure the services of qualified individuals or firms to act as the (i) race director; (ii) volunteer director; (iii) run course director; (iv) medical director; (v) finish line director; and (vi) other necessary event coordinators.
- C-2. Event/Traffic Management. WTC shall coordinate with Host to create the traffic plan and street closures associated with the Event. WTC shall cover all reasonable costs associated with the necessary traffic plan and street closures for the Event.
- C-3. Media Support. WTC shall assist in media support within local and regional outlets, as will be jointly created by the Parties (including sports media, travel media, and human interest stories).



**EXHIBIT D*****TRADEMARK STANDARDS AND USAGE GUIDELINES  
FOR IRON GIRL EVENT SERIES LOGO & WORD MARK*****IRON GIRL Design Marks:**

The following is the IRON GIRL® Event series logo that is part of the Marks:



The following is the word mark that is part of the Marks:

Iron Girl®

**Brand Logo Specifications**

The trademarks IRON GIRL (Word Mark only) and the IRON GIRL Event Series Logo (Design Mark), (the "Marks") are all owned by WTC and must be used consistently and not altered. Modifications, variations and incorrect use of the Marks dilute the brand marks and create consumer confusion and are not permitted. You play a vital role in protecting the integrity of the Marks. Please familiarize yourself with the following Trademark Standards and Usage Guidelines and follow them diligently when using the Mark(s) in connection with this Agreement. **All uses of the Marks must be submitted to WTC for approval prior to use, including use on materials, products, apparel or any other items.** If you have any questions regarding the use of the Mark(s), please contact Judy Molnar at 813.868.5924 or via email at [Judy@irongirl.com](mailto:Judy@irongirl.com).

**Pre-Approval Requirement**

Without exception, all proposed uses of the Marks must be submitted to WTC for review **PRIOR TO USAGE**. All approval requests for use of any Mark, must be submitted, along with a high resolution PDF image of the proposed use, to [approval@irongirl.com](mailto:approval@irongirl.com) for review. Please allow at least **ten (10) business days** for all approval requests to be answered. Any proposed use or item submitted that is not approved by WTC in writing within fifteen (15) days after receipt thereof shall be deemed **disapproved**.

**Guidelines For Use of the IRON GIRL® Event Series Logo and Word Mark**

- The Iron Girl logo must appear **at least once** on all materials (advertising, website, and/or marketing materials).
- The Marks may be reduced or enlarged as needed so long as the original proportions are preserved, but nothing may be added to or superimposed on the Marks.
- Never crop or separate the Marks into sections for any reason and do not attempt to recreate the Marks in any manner.



- Iron Girl is always used as two (2) separate words on the same line and always capital letter I and capital letter G.
- The registration symbol (®) is an integral part of the logo and must always be positioned immediately following the word Girl as shown on all versions.

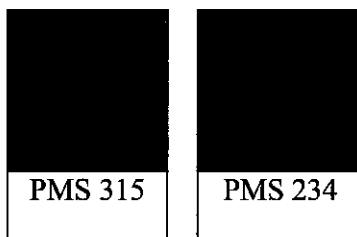
#### **Trademark Claim Notice**

Notice must be given to the public that WTC claims ownership of the Marks. Therefore, the following legal notice must clearly appear, in no smaller than 6pt typeface, on all printed materials, products, websites and all other items on which any Mark is used:

**IRON GIRL®, IRON GIRL Plus Grace Design, and Grace Design are registered trademarks of World Triathlon Corporation. Used herein by permission.**

#### **Standard IRON GIRL Brand Colors**

Color serves as a strong identifier to the Marks. Proper usage will help protect the brand. The brand colors are: teal and fuchsia. The teal is designated as PMS 315 for the type portion of the mark and fuchsia as PMS 234 for the Grace design. It is advised that the Marks be used with the IRON GIRL brand colors when possible. However, the color of the Marks can be changed to another solid color combination upon approval from WTC.



#### **4-Color Process Printing**

In cases where the PMS 315 and PMS 234 can't be used, a process has been agreed upon for standard printing. When printing in process colors (cyan, magenta, yellow and black), the best match to PMS is:

Teal = 92% Cyan, 32% Magenta, 36% Yellow, 18% Black  
Fuchsia = 27% Cyan, 96% Magenta, 22% Yellow, 8% Black



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



**AGENDA ITEM**

6D  
Phone: (847) 436-5141  
Fax: (847) 540-1768  
Email: mayor@volz.org  
Web: www.volz.org

Office of the Mayor

**Resolution No. 2012-12-034 (Amended)**  
**Lake Zurich Iron Girl Triathlon**

WHEREAS, Iron Girl Triathlon is coordinating a Triathlon being held on Sunday June 16th, 2013 in the Village of Lake Zurich; and,

WHEREAS, the Iron Girl Triathlon will require the temporary closing of the following highways in the Village of Lake Zurich:

- A) right northbound lane of Route 12 (from Route 22 to Old Rand Road in Wauconda)
- B) southbound lane of Fairfield Road (from Ivanhoe Rd. to Old McHenry Rd.)
- C) westbound lane of Old McHenry (from Fairfield Rd. to Acorn Ln.)
- D) westbound lane of Miller Rd. (from Echo Lake Road to Route 12)
- E) right westbound lane of Route 22 (from Main Street (west) to Route 12)

WHEREAS, the State of Illinois issues permits to local authorities to temporarily close portions of State Routes for such public purposes or needs as parades and local celebrations; and,

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 during the period from 6:00 A.M. to 1:00 P.M. on Sunday, June 16, 2013 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 detoured over the following routes:

- A) Traffic wishing to travel southbound on North Old Rand Road will continue southbound Route 12 to Route 22, traffic wishing to travel northbound on North Old Rand Road will continue westbound on Route 22 to Route 12.
- B) Traffic traveling northbound on Route 12 will merge at Route 22 to the left lane up to Old Rand Road in Wauconda.
- C) Traffic wishing to travel westbound on Old McHenry Road from Fairfield Road will continue northbound on Fairfield to Route 176.
- D) Traffic wishing to travel westbound on Route 22 will merge to the left lane at West Main Street and continue to Route 12.



BE IT FURTHER RESOLVED, that if such permission is granted by the Illinois Department of Transportation, to the extent required by Section 4-408 of the Illinois Highway Code, and without waiving its rights under other statutes, the Village of Lake Zurich assumes full responsibility for the direction, protection and regulation of the traffic affected by the detours during is in effect, as well as all liabilities arising from damages proximately caused by the closing of the State Highway, and if it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the State Highway.

IT IS FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation/Permits 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 3<sup>rd</sup> day of June, 2013.

Thomas Poynton, Mayor

ATTEST:

Kathleen Johnson, Village Clerk



70 E. Main Street  
Lake Zurich, IL 60047



MEMORANDUM

AGENDA ITEM

88

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: www.volz.org

Date: May 24, 2013  
To: Jason T. Slowinski, Village Manager  
From: Daniel A. Peterson, Director of Building & Zoning  
Subject: Zoning Application for Primak Residence – 1044 Cormar Drive

**Issue:** Jason and Katherine Primak (the "Owners") and (the "Applicant"), of 1044 Cormar Drive are seeking relief from a certain zoning code requirement. Their proposed above ground swimming pool will encroach into the required 10 foot side yard setback by 2.5 feet, for a 7.5 foot side yard setback. Variation is sought for relief from Zoning Code:

1. To reduce the minimum required interior side yard for a swimming pool pursuant to Subparagraph 3-111C2(b) of the Zoning Code, from 10 feet to 7.5 feet;

The Subject Property is currently in the Village's R-5 Single Family Zoning District.

**Analysis:** The Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16 2013, and unanimously recommended that the Board of Trustees approve the Application for interior side yard reduction for the swimming pool from 10 feet to 7.5 feet. The relief was recommended as the rear yard of the property contains a large 35 foot public utility easement, requiring the pool be shifted to the side.

**Recommendations:**

1. Approval of Variation. The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapters 17 of the Lake Zurich Zoning Code, hereby approves An Ordinance Granting a Variation for 1044 Cormar Drive.



***ORDINANCE NO. 2013-06 - 893***

***An Ordinance Granting a Variation for  
1044 Cormar Drive***

WHEREAS, Jason and Katherine Primak ("Applicants") are the owners of the property commonly known as 1044 Cormar Drive and legally described in Exhibit A attached hereto (the "Subject Property"); and

WHEREAS, the Applicants filed an Application with the Village of Lake Zurich dated March 13, 2013, ("Application") seeking the following approval for installation of an above ground swimming pool;

- A. Reduction of the minimum swimming pool interior side yard requirements from 10 feet to 7.5 feet pursuant to Lake Zurich Zoning Code Subparagraph 3-111C2(b);

WHEREAS, the Subject Property is zoned in the R-5 Single Family Residential District; and

WHEREAS, the Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16, 2013, to consider the Application and all of the facts and circumstances affecting the application, including staff reports and recommendations, which the Zoning Board of Appeals has adopted as their own findings; and recommended approval subject to the conditions set forth in Section 2 of this Ordinance; and

WHEREAS, on June 3, 2013, the President and Board of Trustees have considered the findings and recommendations of the Zoning Board of Appeals and have considered the recommendations of the Zoning Board of Appeals and Village staff, have considered all of the facts and circumstances affecting the Application, and have determined that the Application satisfies the applicable standards in the Lake Zurich Zoning Code.

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: The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

SECTION 2: The President and Board of Trustees does hereby grant to the Applicants a variation for the Subject Property reducing the minimum required interior side yard pursuant to Subparagraph 3-111C2(b) of the Zoning Code from 10 feet to 7.5 feet, to allow installation of an above ground swimming pool subject to all of the following conditions:

- A. The grant of a variation does not authorize any work on the Subject Property, but rather merely authorizes the filing and processing of permits that may be required for such work. The Applicants shall submit all applicable building plans, and all other required materials, in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.



- B. The Subject Property shall be developed in strict compliance with all applicable building and zoning codes and regulations except only as varied specifically hereby.

SECTION 3: The findings, recommendations and conditions of the Zoning Board of Appeals and staff reports and filings provided to the Zoning Board of Appeals are hereby accepted as the Board's own and shall be made a part of the official record for the Application and are attached hereto as Exhibit B.

SECTION 4: The variation granted in Section 2 of this Ordinance may be revoked by the Board of Trustees on the violation of any term, restriction, or condition of this Ordinance or of any applicable Village code or regulation.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Village President Thomas M. Poynton

ATTEST:

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

(SEAL)

Published: \_\_\_\_\_



## **EXHIBIT A – LEGAL DESCRIPTION**

### **1044 CORMAR DRIVE**

Lot 149 of Wicklow Village, being a Subdivision of part of the SW  $\frac{1}{4}$  and SE  $\frac{1}{4}$  of Section 9, Township 43 North, Range 10 East of the Third Principal Meridian, Lake County, Illinois according to the plat thereof recorded December 12, 1995 as Document Number 3759185



## **EXHIBIT B – FINDINGS AND RECOMMENDATIONS**

**Zoning Board of Appeals Findings and Recommendations to be  
attached**



**LAKE ZURICH ZONING BOARD OF APPEALS**  
**FINDINGS & RECOMMENDATIONS**  
**FOR PRIMAK RESIDENCE – 1044 CORMAR DRIVE**  
May 16, 2013

The Zoning Board of Appeals recommends adoption of variation for the Primak property, 1044 Cormar, subject to and including the terms, conditions and findings contained in the attached Staff Reports dated May 9, 2013 for this matter with the following additions, changes and modifications:

No changes proposed to requested variation

---

---

---

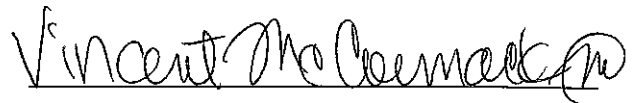
---

---

---

---

---



Vincent McCormack, Chairperson




**Building & Zoning Dept.**  
70 E. Main Street  
Lake Zurich, IL 60047-3226



Phone: (847) 540-1698  
Fax: (847) 540-1769  
Web: [www.volz.org](http://www.volz.org)

**MEMORANDUM**

**TO:** Chairman McCormack  
Zoning Board of Appeals Members

**FROM:** Daniel A. Peterson   
Director of Building & Zoning

**DATE:** May 9, 2013

**RE:** 1044 Cormar Drive – Primak Residence

Jason and Katie Primak purchased 1044 Cormar in 2009; they were then unaware of the unusually large 35 foot rear yard utility easement. When the Primaks discussed with the Village last year their intention of installing a swimming pool, they worked with the engineering department to best locate their pool. The proposed location was chosen so that it did not obstruct the storm sewer that runs through the middle of the easement and would not be close to the piping in case Village equipment access is needed. While most swimming pools need to maintain a 23 feet rear yard, this property is required to maintain a 35 foot rear yard. Bringing the pool forward required it encroach into the 10 foot required side yard by 2.5 feet. The Primaks are working with ComEd to relocate their existing electrical line.

As of May 1<sup>st</sup> the Village no longer has an in-house engineering department. However, this project was reviewed by engineering on several occasions both last year and this spring. Although we do not have their written recommendation for approval, they did verbally advise us that they did not have engineering or drainage concerns as proposed.

Relief is sought from the following Zoning Code section:

- Zoning Code Subparagraph 3-111C2(b) to reduce the required interior side yard for a swimming pool from 10 feet to 7.5 feet

I submit this application and all pertinent documentation to the Zoning Board of Appeals for review and recommendation.

**Enclosures**

3/13/13      Application with cover letter and attachments  
5/9/13      Zoning review



## ZONING REVIEW

PROJECT: PRIMAK RESIDENCE  
LOCATION: 1044 CORMAR DRIVE  
REVIEWED BY: MARY MEYER  
DATE: MAY 9, 2013

### DOCUMENTS

REVIEWED: APPLICATION DATED 3/13/13 WITH ATTACHMENTS, ZONING CODE,  
LAND DEVELOPMENT CODE

Jason and Katie Primak purchased 1044 Cormar in 2009. They propose installation of an above ground swimming pool which will encroach into the required 10 foot interior side yard by 2.5 feet. This property has an unusually large 35 foot rear yard easement and there is a storm sewer running through the middle of the easement. As of May 1<sup>st</sup> this year, the Village no longer has an in-house engineering department. However, last fall and again this spring I met with engineering regarding this request and they did not object to the variation requested as their primary concern was maintaining distance from the storm sewer. Review is as follows:

- 1) Zoning: R-5 Single Family
- 2) Minimum Interior Side Yard:  
Required: 10 feet  
Proposed: 7.5 feet; 2.5 foot variation sought
- 3) Minimum Rear Yard: Required for swimming pool: 23 feet – 35 feet proposed.
- 4) Electric: To maintain the minimum required separation to the underground electric the owners may need to contract with ComEd for line relocation, which they have agreed to do.
- 5) Deck/Pool Equipment: Clarify location of decking/pool equipment.
- 6) Barrier: Clarify barrier proposed.

### Conclusion

Consideration for variation to reduce the required interior side yard from 10 feet to 7.5 feet for installation of an above ground swimming pool shall be based on standards outlined in Zoning Code Chapter 17.



April 15, 2013

To: Vincent McCormack, Chairperson, Zoning Board of Appeals

A variation application is respectfully submitted by Jason and Katherine Primak for the residential property situated at 1044 Cormar Dr, in the Wicklow Village Subdivision. We have sought approval by both the Engineer and Zoning Inspector of Lake Zurich for an above ground pool. The purpose of this application is to build an above ground pool that will be encroaching on the side setback about 2 ½ feet. The pool will not be interfering with any of the easement.

We were unaware when we purchased our home that our back yard would be so restricted due to the 35-foot easement. We have contacted the utility companies and have arranged for ComEd to relocate out buried electric lines.

We have discussed this request with our neighbors who do not object to our request. Should you have any questions regarding this request please feel free to contact us.

Sincerely,

Katherine Primak

(847) 636-4936

kbresnick@hotmail.com





## ANNEXATION AND ZONING APPLICATION

Building & Zoning Department  
Planning & Development Division  
70 E. Main Street  
Lake Zurich, IL 60047  
Phone: (847) 540-1698  
Fax: (847) 540-1769

(Please Type or Print)

1. Address of Subject Property: 1044 Cornar Dr  
2. Legal description: Lot 149 Block \_\_\_\_\_ Subdivision Wicklow Village

Please attach complete legal description and email a copy to planning staff at [gadde@volz.org](mailto:gadde@volz.org) (for PC packets) and to [meyer@volz.org](mailto:meyer@volz.org) (for ZBA packets).

Property dimensions are: 75' ft. by 136' ft. = \_\_\_\_\_ square feet

If more than two acres, then give area in acres: \_\_\_\_\_

3. Property Identification number(s): 14-09-402-D22  
4. Owner of record is: Katharine Priniak Phone: 847-636-4936  
Fax: \_\_\_\_\_ E-Mail: khorosnick@hotmail.com  
Address: 1044 Cornar Dr. L2 60047  
4. Applicant is (if different from owner): \_\_\_\_\_ Phone: \_\_\_\_\_  
Fax: \_\_\_\_\_ E-Mail: \_\_\_\_\_  
Address: \_\_\_\_\_  
6. Applicant's interest in the property: Owner  
(owner, agent, contractor, Realtor, etc.)

7. **THE FOLLOWING ACTION IS REQUESTED:**

Please provide a detailed explanation in a separate cover letter, explaining each zoning standard as it relates to the following applications. For Lake Zurich Zoning Code visit [volz.org](http://volz.org) and look under Planning & Development webpage.

**A. VILLAGE BOARD APPLICATION TO ANNEX CERTAIN TERRITORY**

All land annexed to the Village is classified automatically after such annexation in the R-1/2 Single Family Residential District. The owner must file an application for a Zoning Map amendment if he or she desires a different zoning classification for the Subject Property.

- ☐ Petition to Annex certain Territory (Please complete attached petition)  
☐ Application to Annex certain Territory



## B. PLAN COMMISSION APPLICATIONS

☐ Zoning Code **Map** Amendment for \_\_\_\_\_

☐ Zoning Code **Text** Amendment for \_\_\_\_\_

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. In general, The Plan Commission will evaluate the consistency of the proposed amendment with the purposes of the Zoning Code and the community need for the proposed amendment, uses, and development. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

☐ Special Use Permit/Amendment for \_\_\_\_\_

(See Section 19-103 of the Lake Zurich Zoning Code for specific standards. The Plan Commission also will consider whether the proposed special use is deemed necessary for the public convenience at the particular location and whether alternative locations have been evaluated.)

☐ Site Plan Approval/Major Adjustment/Amendment

(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Exterior Appearance/Amendment

(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Planned Unit Development/Major Adjustment/Amendment

(Planned Unit Developments are a distinct category of special use and are intended to create a more desirable environment than through strict application of the zoning and subdivision regulations. See Section 22-105 of the Lake Zurich Zoning Code for specific standards. Please list all the 'modifications' requested in the cover letter. Planned Unit Developments also require providing compensating amenities to the Village.)

☐ Preliminary and Final Plat of Subdivision/Amendment

(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

☐ Modification to the Land Development Code (includes retaining walls more than 2 feet in height)

(See Section 10-6-18 of the Land Development Code for specific standards.)

## C. ZONING BOARD OF APPEALS APPLICATION

☒ Variation for side setback (encroach by 2 1/2 ft)  
but not into easement (of side)

(Illinois State Law requires that in order for a Variation to be granted a land-related hardship must be proven by a positive Finding of Fact for certain criteria. See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter. Self-inflicted hardships are not eligible for a variance.)

## D. COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for \_\_\_\_\_

☐ Comprehensive Plan **Text** Amendment for \_\_\_\_\_



Please complete the following for all applications.

8. All existing uses and improvements on the property are: Deck, patio

9. The proposed uses on the property, if this application is approved are: above ground pool

10. Covenants, Conditions, or Restrictions List any covenants, conditions, or restrictions concerning the type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:

side setback (encroach by 2 1/2 feet but not too touch easement)

11. Contract or Agreement Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:

N/A

12. Protected Soils: Identify all soils on the Subject Property that are subject to natural resource protection standards. (See Sections 8-302 and 8-303 of the Zoning Code.)

N/A

13. List the owners of record of all properties located within 250 feet, excluding all Public Right-of-Ways of the Subject Property. (If property is held in a Trust, give the Trust Number and Bank name and address.)

**These parties should be notified by the Applicant prior to the public hearing.** (Refer to detailed instructions on Page 7.) Staff will provide the required notice to the Applicant. The required sign(s) will be erected by the Village of Lake Zurich.

Property Identification Number (PIN)	Owner's Name	Mailing Address
1409402023		1040 Cornar
1409402024		1032 Cornar
1409402025		1024 Cornar
1409402021		1050 Cornar
1409402020		1058 Cornar
1409402019		1066 Cornar
1409403020		1047 Cornar
1409403019		1053 Cornar
1409403018		1061 Cornar
1409403021		1041 Cornar



1409403022		1033 Cornar
1409403023		1023 Cornar
1409403018		1061 Cornar
1409402018		1074 Cornar
1409402026		1016 Cornar
1409402027		1010 Cornar

(If more space is needed, please attach a separate sheet of paper.)

**THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.**

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

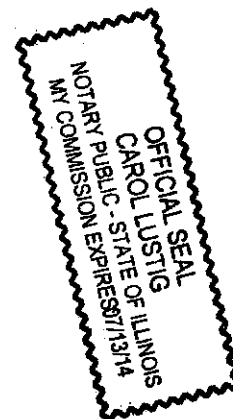
Katie Primal  
(Name of applicant)

[Signature]  
(Signature of applicant)

Subscribed and sworn to before me this 13 day of March, 2012.

Carol Lustig  
(Notary Public)

My Commission Expires 7-13-14



\_\_\_\_\_  
(Name of Owner, if different)

\_\_\_\_\_  
(Signature of Owner, if different)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_

**\*\*\*Official Use Only\*\*\***

Zoning Case Number: \_\_\_\_\_ Date of Public Hearing: \_\_\_\_\_

Application Fees: \_\_\_\_\_ Annexation Fees: \_\_\_\_\_

Escrow Deposit for consultant fees: \_\_\_\_\_

Is a Courtesy Review by the Village Board required? ☐ Yes ☐ No

Traffic study required? ☐ Yes ☐ No

Any impact fees/contributions required? ☐ Yes ☐ No

Compensation amenities required? ☐ Yes ☐ No

Application accepted by: \_\_\_\_\_ Date: \_\_\_\_\_

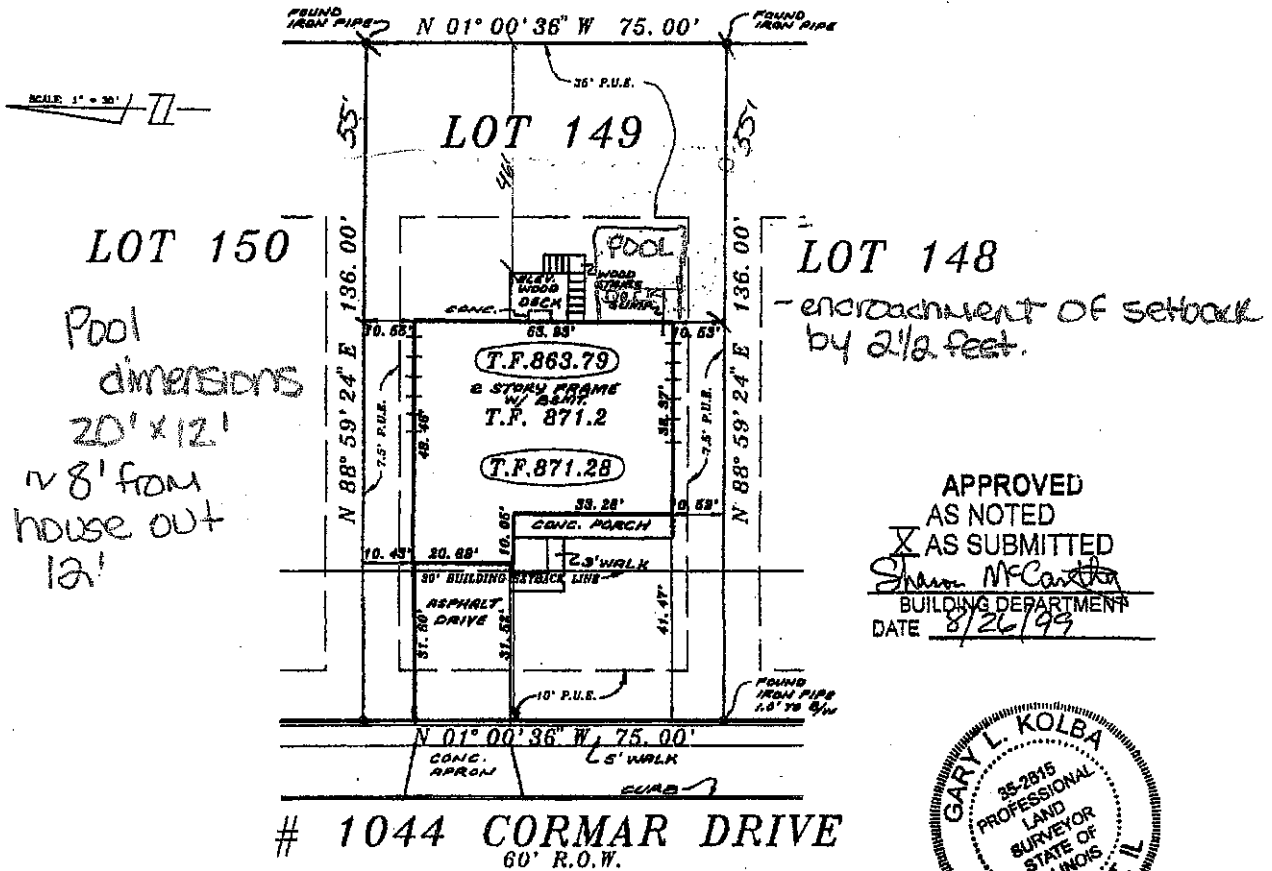


# PLAT OF SURVEY

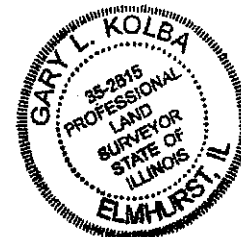
FOR  
TERRESTRIS DEVELOPMENT CO.  
OF

**SPOTTE  
SURVEY**

LOT 149 OF WICKLOW VILLAGE, BEING A SUBDIVISION OF PART OF THE SW. 1/4 AND SE. 1/4 OF SECTION 9, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, LAKE COUNTY, ILLINOIS. ACCORDING TO THE PLAT THEREOF RECORDED DECEMBER 12, 1995 AS DOCUMENT NUMBER 3759185.



APPROVED  
AS NOTED  
☒ AS SUBMITTED  
Sharon McContha  
BUILDING DEPARTMENT  
DATE 8/26/99



Survey updated  
this 20<sup>th</sup> day of July 1999.

Gary L. Kolba  
Illinois Professional Land Surveyor No. 35-2815

**ZONING REQUIREMENTS:**  
FRONT YARD SETBACK  
SIDE YARD SETBACK  
REAR YARD SETBACK  
CORNER SIDE YARD

30' MIN.  
10' MIN.  
30' MIN.  
30' MIN.

## NOTE:

1. Please check Legal Description with Deed and report any discrepancies immediately.
2. Compare all points before building by same and report any discrepancies at once.
3. Building lines, if any, shown hereon are building lines shown on the recorded subdivision plat.
4. Consult local authorities for building lines established by local

STATE OF ILLINOIS)  
COUNTY OF DuPAGE )

We, HENDERSON and BODWELL a L.L.P., under the direction of an Illinois Professional Land Surveyor, do hereby certify that we have surveyed the property described above and that the plat shown hereon is a correct representation of said survey. All distances shown are in feet and decimal parts thereof.

DATED THIS 10<sup>th</sup> DAY OF DECEMBER A.D. 1999



70 E. Main Street  
Lake Zurich, IL 60047




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

## **PUBLIC NOTICE**

### **ZONING BOARD OF APPEALS MEETING CANCELLED**

The regular meeting of the Zoning Board of Appeals on Thursday,  
June 20, 2013 is cancelled.

  
Kathleen Johnson  
Village Clerk

Email: May 28, 2013 Herald  
Posted: Web site  
C: Packets  
M. Meyer



70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM

8C

Phone: (847) 438-5141

Fax: (847) 540-1768

Web: www.volz.org

MEMORANDUM

Date: May 24, 2013  
To: Jason T. Slowinski, Village Manager  
From: Daniel A. Peterson, Director of Building & Zoning  
Subject: Zoning Application for Hadaway Residence – 219 Clair View Court

**Issue:** Steven and Michele Hadaway (the “Owners”) and Bartels Landscape Service (the “Applicant”), collectively referred to as the Applicants of 219 Clair View Court are seeking relief from a certain zoning code requirement. The portion of the driveway that is adjacent to the garage is proposed to be expanded to allow more maneuvering room and will be reduced from a 3 foot side yard to 0 foot side yard setback. Variation is sought for relief from Zoning Code:

1. To reduce the minimum required interior side yard for a driveway pursuant to Subparagraph 3-111E6(k) of the Zoning Code, from 3 feet to 0 feet;

The Subject Property is currently in the Village’s R-4 Single Family Zoning District.

**Analysis:** The Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16 2013, and unanimously recommended that the Board of Trustees approve the Application for side yard reduction for the driveway expansion at the area adjacent to the garage from 3 feet to 0 feet. The relief was recommended to reduce driving onto the landscaping when maneuvering from the side load garage.

**Recommendations:**

1. Approval of Variation. The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapters 17 of the Lake Zurich Zoning Code, hereby approves An Ordinance Granting a Variation for 219 Clair View Court.



**ORDINANCE NO. 2013-06 - 892**

***An Ordinance Granting a Variation for  
219 Clair View Court***

WHEREAS, Steven and Michele Hadaway ("Applicants") are the owners of the property commonly known as 219 Clair View Court and legally described in Exhibit A attached hereto (the "Subject Property"); and

WHEREAS, the Applicants filed an Application with the Village of Lake Zurich dated April 17, 2013, ("Application") seeking the following approval for expansion of a portion of the driveway;

- A. Reduction of the driveway interior side yard requirements from 3 feet to 0 feet pursuant to Lake Zurich Zoning Code Subparagraph 3-111E6(k);

WHEREAS, the Subject Property is zoned in the R-4 Single Family Residential District; and

WHEREAS, the Lake Zurich Zoning Board of Appeals conducted a public hearing on May 16, 2013, to consider the Application and all of the facts and circumstances affecting the application, including staff reports and recommendations, which the Zoning Board of Appeals has adopted as their own findings; and recommended approval subject to the conditions set forth in Section 2 of this Ordinance; and

WHEREAS, on June 3, 2013, the President and Board of Trustees have considered the findings and recommendations of the Zoning Board of Appeals and have considered the recommendations of the Zoning Board of Appeals and Village staff, have considered all of the facts and circumstances affecting the Application, and have determined that the Application satisfies the applicable standards in the Lake Zurich Zoning Code.

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: The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

SECTION 2: The President and Board of Trustees does hereby grant to the Applicants a variation for the Subject Property reducing the minimum required interior side yard pursuant to Subparagraph 3-111E6(k) of the Zoning Code from 3 feet to 0 feet, to allow expansion of a portion of the driveway as indicated on the plat of survey subject to all of the following conditions:

- A. The grant of a variation does not authorize any work on the Subject Property, but rather merely authorizes the filing and processing of permits that may be required for such work. The Applicants shall submit all applicable building plans, and all other required materials, in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.



- B. The Subject Property shall be developed in strict compliance with all applicable building and zoning codes and regulations except only as varied specifically hereby.

SECTION 3: The findings, recommendations and conditions of the Zoning Board of Appeals and staff reports and filings provided to the Zoning Board of Appeals are hereby accepted as the Board's own and shall be made a part of the official record for the Application and are attached hereto as Exhibit B.

SECTION 4: The variation granted in Section 2 of this Ordinance may be revoked by the Board of Trustees on the violation of any term, restriction, or condition of this Ordinance or of any applicable Village code or regulation.

SECTION 5: This Ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet form (which publication is hereby authorized) as provided by law.

PASSED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Voting Aye:

Voting Nay:

Absent:

Abstain:

APPROVED this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

\_\_\_\_\_  
Village President Thomas M. Poynton

ATTEST:

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

(SEAL)

Published: \_\_\_\_\_



## **EXHIBIT A – LEGAL DESCRIPTION**

### **219 CLAIR VIEW COURT**

Lot 8 in Clair View Estates, being a Subdivision of part of the SE  $\frac{1}{4}$  of Section 17, Township 43 North, Range 10 East of the Third Principal Meridian, in the Village of Lake Zurich, Lake County, Illinois



## **EXHIBIT B – FINDINGS AND RECOMMENDATIONS**

**Zoning Board of Appeals Findings and Recommendations to be  
attached**



**LAKE ZURICH ZONING BOARD OF APPEALS**  
**FINDINGS & RECOMMENDATIONS**  
**FOR HADAWAY RESIDENCE – 219 CLAIR VIEW COURT**  
May 16, 2013

The Zoning Board of Appeals recommends adoption of variation for the Hadaway property, 219 Clair View Court, subject to and including the terms, conditions and findings contained in the attached Staff Reports dated May 9, 2013 for this matter with the following additions, changes and modifications:

No changes proposed to requested variation

---

---

---

---

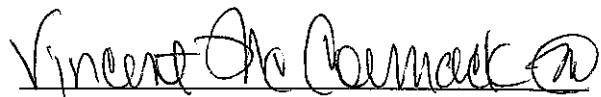
---

---

---

---

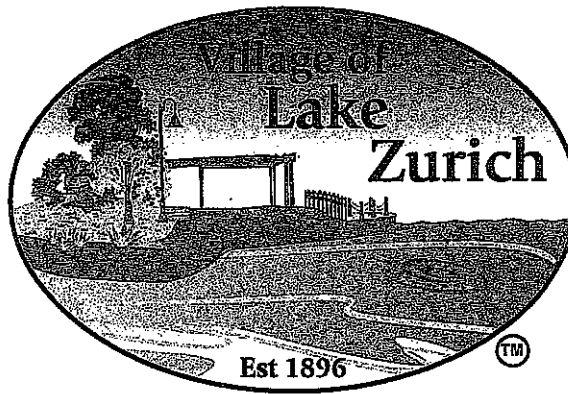
---



Vincent McCormack, Chairperson



**Building & Zoning Dept.**  
70 E. Main Street  
Lake Zurich, IL 60047-3226



Phone: (847) 540-1698  
Fax: (847) 540-1769  
Web: [www.volz.org](http://www.volz.org)

**MEMORANDUM**

**TO:** Chairman McCormack  
Zoning Board of Appeals Members

**FROM:** Daniel A. Peterson  
Director of Building & Zoning

**DATE:** May 9, 2013

**RE:** 219 Clair View Court – Hadaway Residence

Steven and Michele Hadaway purchased 219 Clair View in 2011. They have experienced difficulties maneuvering into their side load garage and are seeking a variation to widen a portion of their driveway for additional maneuvering room. The driveway would be reduced from the minimum 3 foot side yard setback required to 0 feet adjacent to the garage access only with no change to the remainder of the driveway. The driveway cannot be expanded adjacent to the house toward the rear of the property due to the steep slope at that area.

As of May 1<sup>st</sup> the Village no longer has an in-house engineering department. However, this project was reviewed by engineering prior to May 1<sup>st</sup>. Although we do not have their written recommendation for approval, they did verbally advise us that they did not have engineering or drainage concerns as proposed.

Relief is sought from the following Zoning Code section:

- Zoning Code Subparagraph 3-111E6(k) to reduce the required interior side yard for a driveway from 3 feet to 0 feet

I submit this application and all pertinent documentation to the Zoning Board of Appeals for review and recommendation.

Enclosures

4/17/13 Application with cover letter and attachments  
5/9/13 Zoning review



## ZONING REVIEW

PROJECT: HADEWAY RESIDENCE  
LOCATION: 219 CLAIR VIEW COURT  
REVIEWED BY: MARY MEYER  
DATE: MAY 9, 2013  
DOCUMENTS  
REVIEWED: APPLICATION DATED 4/17/13 WITH COVER LETTER AND ATTACHMENTS, ZONING CODE, LAND DEVELOPMENT CODE

Steven and Michele Hadeway are the current owners of 219 Clair View Court, purchasing the property in 2011. While this property is over ½ acre, the placement of the house and garage did not leave ample room for maneuvering into the side load garage. Due to the change of grade toward the rear of the house, the driveway cannot be expanded toward the rear. Therefore, the owners propose expanding their driveway to the property line maintaining a 0 foot setback. As of May 1<sup>st</sup> the Village no longer has an in-house engineering department. However, this project was discussed with engineering in April and they did not object to their variation sought. Review is as follows:

- 1) Zoning: R-4 Single Family
- 2) Minimum Interior Side Yard: Required: 3 feet  
Existing/Proposed: +/- 0 feet; 3 foot interior side yard variation sought.
- 3) Homeowner's Association: Homeowner's association approval required on all exterior improvements.

### Conclusion

Consideration for Variation to reduce the required interior side yard for driveway replacement from 3 feet to 0 feet shall be based on standards outlined in Zoning Code 17-104.



April 18, 2013

TO: Vincent McCormack, Chairperson, Zoning Board of Appeals

70 E Main St.

Lake Zurich, IL 60047

Re: Hadaway Residence

219 Clair View Ct.

Lake Zurich, IL 60047

Variance for driveway expansion

Mr. McCormack,

Our home is located at 219 Clair View Ct. The narrow lot and the location of our home on the lot provide a very narrow access area for our garage. We are seeking a variance to expand the width of the driveway.

The issue that the narrow driveway creates is that a car cannot enter or leave the garage without having to drive into the lawn area. The driveway is also too narrow to allow for a three-point turn either in or out of garage. Guests and deliveries also have problems staying on the driveway and are constantly driving off of driveway and into the lawn area. This creates both a mess of our lawn as well as on our driveway and streets of the subdivision since mud is tracked onto the driveway and streets.

We are seeking a variance to widen the driveway by 3'. The 3' expansion area would run approximately 45' along the length of the driveway from the NW corner of the existing driveway to the area across from the front entrance walk (see drawing). This expansion would mean that the driveway area would butt up against the property line, but not go over the property line.

We appreciate your consideration in this matter and look forward to your response. Thank you for your consideration.

Sincerely,

Steven Hadaway



	<h2 style="text-align: center;">ANNEXATION AND ZONING APPLICATION</h2> <p>Building &amp; Zoning Department Planning &amp; Development Division 70 E. Main Street Lake Zurich, IL 60047 Phone: (847) 540-1698 Fax: (847) 540-1769</p>
---	--

(Please Type or Print)

1. Address of Subject Property: 219 CLAIR VIEW COURT
2. Legal description: Lot 8 Block — Subdivision CLAIR VIEW ESTATES  
 Please attach complete legal description and email a copy to planning staff at [gadde@volz.org](mailto:gadde@volz.org) (for PC packets) and to [meyer@volz.org](mailto:meyer@volz.org) (for ZBA packets).  
 Property dimensions are: 308.15 ft. by 57.30 ft. = 17,657 square feet  
 If more than two acres, then give area in acres: \_\_\_\_\_
3. Property Identification number(s): \_\_\_\_\_
4. Owner of record is: STEVEN & MICHELE HADAWAY Phone: 847-847-1655  
 Fax: \_\_\_\_\_ E-Mail steven.hadaway@citrix.com  
hadawaym@citrix.com  
 Address: 219 CLAIR VIEW COURT
4. Applicant is (if different from owner): BARTELS LANDSCAPE SERVICE Phone: 847-526-9689  
 Fax: 847-526-9658 E-Mail chris@bartelslandscape.com  
 Address: 1255 EAST LIBERTY
6. Applicant's interest in the property: CONTRACTOR  
 (owner, agent, contractor, Realtor, etc.)

**7. THE FOLLOWING ACTION IS REQUESTED:**

Please provide a detailed explanation in a separate cover letter, explaining each zoning standard as it relates to the following applications. For Lake Zurich Zoning Code visit [volz.org](http://volz.org) and look under Planning & Development webpage.

**A. VILLAGE BOARD APPLICATION TO ANNEX CERTAIN TERRITORY**

All land annexed to the Village is classified automatically after such annexation in the R-1\2 Single Family Residential District. The owner must file an application for a Zoning Map amendment if he or she desires a different zoning classification for the Subject Property.

- ☐ Petition to Annex certain Territory (Please complete attached petition)
- ☐ Application to Annex certain Territory



## B. PLAN COMMISSION APPLICATIONS

☐ Zoning Code **Map** Amendment for \_\_\_\_\_

Zoning Code **Text** Amendment for \_\_\_\_\_

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. In general, The Plan Commission will evaluate the consistency of the proposed amendment with the purposes of the Zoning Code and the community need for the proposed amendment, uses, and development. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

☐ Special Use Permit/Amendment for \_\_\_\_\_

(See Section 19-103 of the Lake Zurich Zoning Code for specific standards. The Plan Commission also will consider whether the proposed special use is deemed necessary for the public convenience at the particular location and whether alternative locations have been evaluated.)

☐ Site Plan Approval/Major Adjustment/Amendment

(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Exterior Appearance/Amendment

(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

☐ Planned Unit Development/Major Adjustment/Amendment

(Planned Unit Developments are a distinct category of special use and are intended to create a more desirable environment than through strict application of the zoning and subdivision regulations. See Section 22-105 of the Lake Zurich Zoning Code for specific standards. Please list all the 'modifications' requested in the cover letter. Planned Unit Developments also require providing compensating amenities to the Village.)

☐ Preliminary and Final Plat of Subdivision/Amendment

(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

☐ Modification to the Land Development Code (includes retaining walls more than 2 feet in height)

(See Section 10-6-18 of the Land Development Code for specific standards.)

## C. ZONING BOARD OF APPEALS APPLICATION

☒ Variation for WIDEN DRIVEWAY TO IMPROVE LIMITED TURNING  
RADIUS FROM GARAGE TO DRIVEWAY.

(Illinois State Law requires that in order for a Variation to be granted a land-related hardship must be proven by a positive Finding of Fact for certain criteria. See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter. Self-inflicted hardships are not eligible for a variance.)

## D. COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for \_\_\_\_\_

☐ Comprehensive Plan **Text** Amendment for \_\_\_\_\_



Please complete the following for all applications.

8. All existing uses and improvements on the property are: RESIDENTIAL HOME

9. The proposed uses on the property, if this application is approved are: RESIDENTIAL HOME

10. Covenants, Conditions, or Restrictions List any covenants, conditions, or restrictions concerning the type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:

N/A

11. Contract or Agreement Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:

N/A

12. Protected Soils: Identify all soils on the Subject Property that are subject to natural resource protection standards. (See Sections 8-302 and 8-303 of the Zoning Code.)

N/A

13. List the owners of record of all properties located within 250 feet, excluding all Public Right-of-Ways of the Subject Property. (If property is held in a Trust, give the Trust Number and Bank name and address.)

These parties should be notified by the Applicant prior to the public hearing. (Refer to detailed instructions on Page 7.) Staff will provide the required notice to the Applicant. The required sign(s) will be erected by the Village of Lake Zurich.

Property Identification Number (PIN)	Owner's Name	Mailing Address




(If more space is needed, please attach a separate sheet of paper.)

**THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.**

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

CHRIS BARTELS

(Name of applicant)

*Chris Bartels*

(Signature of applicant)

Subscribed and sworn to before me this 17 day of April, 2013.

*Stephanie A. Steiner*

(Notary Public)

My Commission Expires 10/14/14

*Michelle Hadaway*

(Name of Owner, if different)

*Michelle Hadaway*

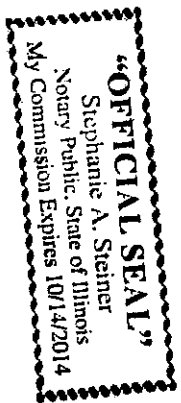
(Signature of Owner, if different)

Subscribed and sworn to before me this 17 day of April, 2013.

*Stephanie A. Steiner*

(Notary Public)

My Commission Expires 10/14/14



**\*\*\*Official Use Only\*\*\***

Zoning Case Number: \_\_\_\_\_ Date of Public Hearing: \_\_\_\_\_

Application Fees: \_\_\_\_\_ Annexation Fees: \_\_\_\_\_

Escrow Deposit for consultant fees: \_\_\_\_\_

Is a Courtesy Review by the Village Board required? ☐ Yes ☐ No

Traffic study required? ☐ Yes ☐ No

Any impact fees/contributions required? ☐ Yes ☐ No

Compensation amenities required? ☐ Yes ☐ No

Application accepted by: \_\_\_\_\_ Date: \_\_\_\_\_





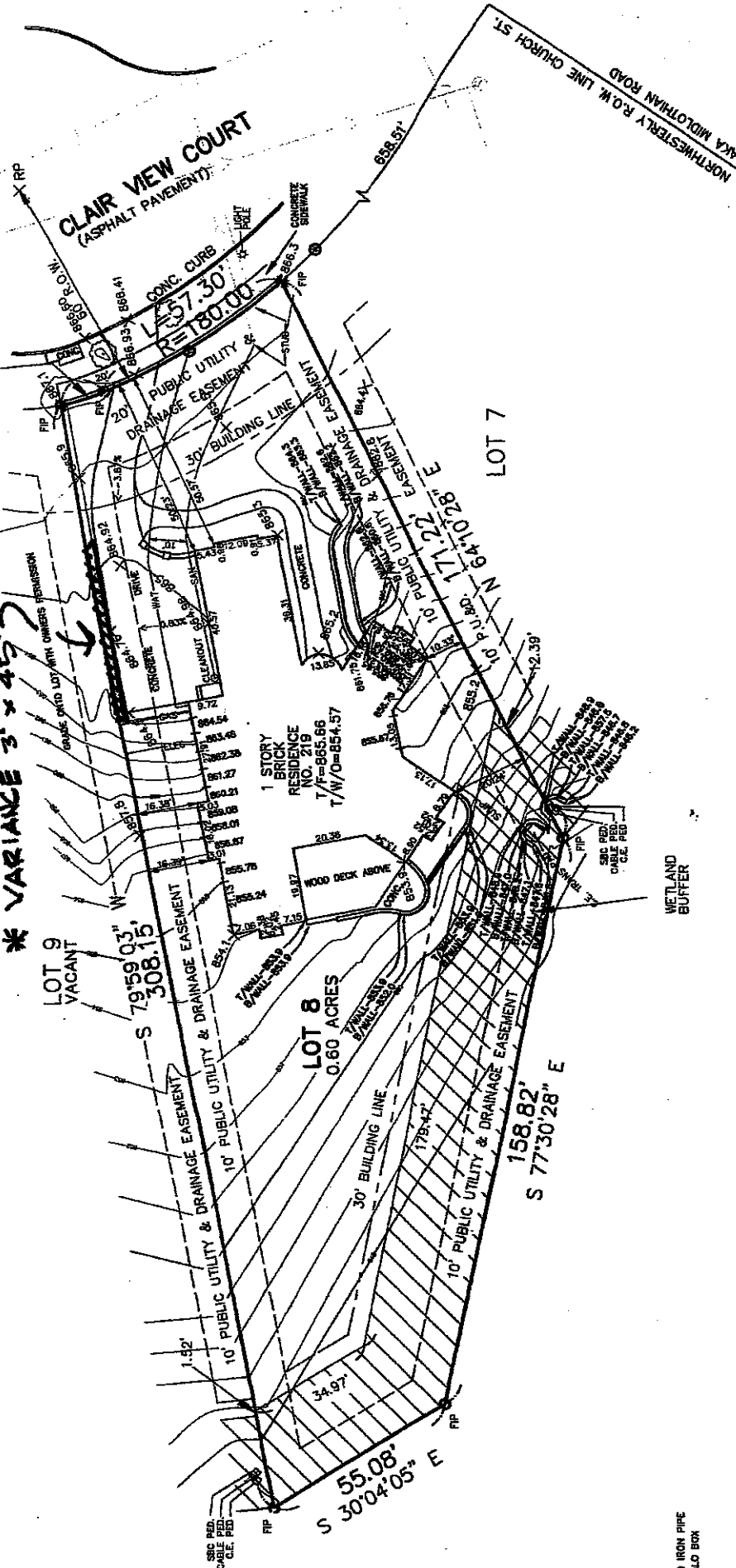
# PLAT OF SURVEY

OF

LOT 8 IN CLAIR VIEW ESTATES BEING A SUBDIVISION OF PART OF THE SOUTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, SITUATED IN THE VILLAGE OF LAKE COUNTY, ILLINOIS.

RAD.=60.00'  
L=12.86'

\* VARIANCE 3' x 45' 2"



## LEGEND

- 1" FOUND IRON PIPE
- BUFFALO BOX

ALL BEARINGS AND DISTANCES ARE RECORD

TERATEK, INC.

PROFESSIONAL DESIGN FIRM  
LICENSE #184-004383 EXPIRES 4/30/2013  
803 E. BURDET ROAD  
LAKE AND LAKEVIEW, ILL. 60042  
(947) 467-0000

DRAWING NO.: P080128-40  
ORDERED BY: ROCK CONSTRUCTION  
DRAWN BY: JAM/TO  
FIELDWORK COMPLETED: 1-18-11  
RECORDS FROM: PLAT OF SUBDIVISION  
BASIS OF BEARING: PLAT OF SUBDIVISION  
SCALE: 1"=30'

ALL TIES ARE TO CONCRETE FOUNDATION.  
SUMP LOCATION PER BUILDER. LOCATION  
COULD NOT BE VERIFIED. NOT COVERED IN  
SHEET AT TIME OF FINAL SURVEY.  
SURVEYOR BENCHMARK  
ELEVATION 115.15  
LAKE AND CHURCH ST.  
ELEVATION 115.15  
SITE BENCHMARK  
PK 1.4 WEST OF THE EAST EDGE OF  
LOT 8 DRIVEWAY, 216.2 SOUTH OF  
CLAIRVIEW COURT CENTERLINE  
ELEVATION 115.15  
COMPARE LEGAL DESCRIPTION ABOVE AND  
DRAWING WITH DEED, FOR BUILDING  
RESTRICTIONS AND EASEMENTS NOT  
SHOWN. REFER TO DEED, ABSTRACT  
SOURCES, AND LOCAL MUNICIPAL CODES.  
NOTIFY SURVEYOR IMMEDIATELY OF ANY  
DISCREPANCY.

RECEIVED

MAY 08 2011

STATE OF ILLINOIS  
COUNTY OF LAKE, )  
S.B.

DAVID A. HEMD, AN ILLINOIS REGISTERED LAND  
SURVEYOR, CERTIFY THAT THIS SURVEY WAS MADE ON THE  
GROUND, THAT THIS PLAT CORRECTLY REPRESENTS THE  
FACTS FOUND AT THE TIME OF THE SURVEY AND THAT THIS  
PROFESSIONAL SERVICE CONFORMS WITH THE STANDARDS  
ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.  
DATED THIS 28<sup>TH</sup> DAY OF MAY, 2011.  
DAVID A. HEMD, P.L.S.  
REGISTRATION NO. 005-002747  
EXPIRES 11-30-12

APPROVED

- AS NOTED  
X AS SUBMITTED

DATE: 05-16-2011

29 Clair View



70 E. Main Street  
Lake Zurich, IL 60047



AGENDA 4/7/2013

8A

Phone: (847) 438-5141  
Fax: (847) 540-1768  
Web: www.volz.org

## MEMORANDUM

Date: May 24, 2013

To: Jason T. Slowinski, Village Administrator

From: Daniel A. Peterson, Director of Building & Zoning  
Sam Hubbard, Village Planner

Subject: Courtesy Review of a Zoning Application for a parking lot expansion and satellite antenna located at 1325 Ensell Rd.

---

**Issue:** George Matocha (the "*Applicant*") the architect for Peapod located at 1325 Ensell Road legally described in Exhibit A attached hereto (the "*Subject Property*").

The Applicant filed an application with the Village of Lake Zurich dated May 20, 2013, (the "*Application*") seeking the following approvals:

1. Site Plans

The Subject Property is currently in the Village's I-1 Limited Industrial District.

Pursuant to public notice to be published on May 30, 2013, in the *Lake Zurich Courier*, a public hearing will be held with the Lake Zurich Plan Commission on June 19, 2013, to consider the Application.

**Analysis:** The Applicant would like to construct a small parking area for six trailers on the subject property, as well as an eight foot tall satellite antenna on the roof of the existing building in order to communicate with another building within the industrial park. Detailed staff reviews from the Building and Zoning Department, Public Works, Police Department, and Fire/Rescue Department will be provided at the Plan Commission meeting.

**Recommendation:** This Application will facilitate the continued growth and success of the Village's industrial park and merits a hearing and consideration by the Lake Zurich Plan Commission. Should you have any questions, please call me at 847-540-1759.

w/Attachments: Site Plan  
Location Map  
Courtesy Review letter from George Matocha dated May 30, 2013



**MATTOCHA**  
NAGAZAKI  
Activities Development, Inc.  
17000 Highway 101  
Fountain Valley, CA 92708

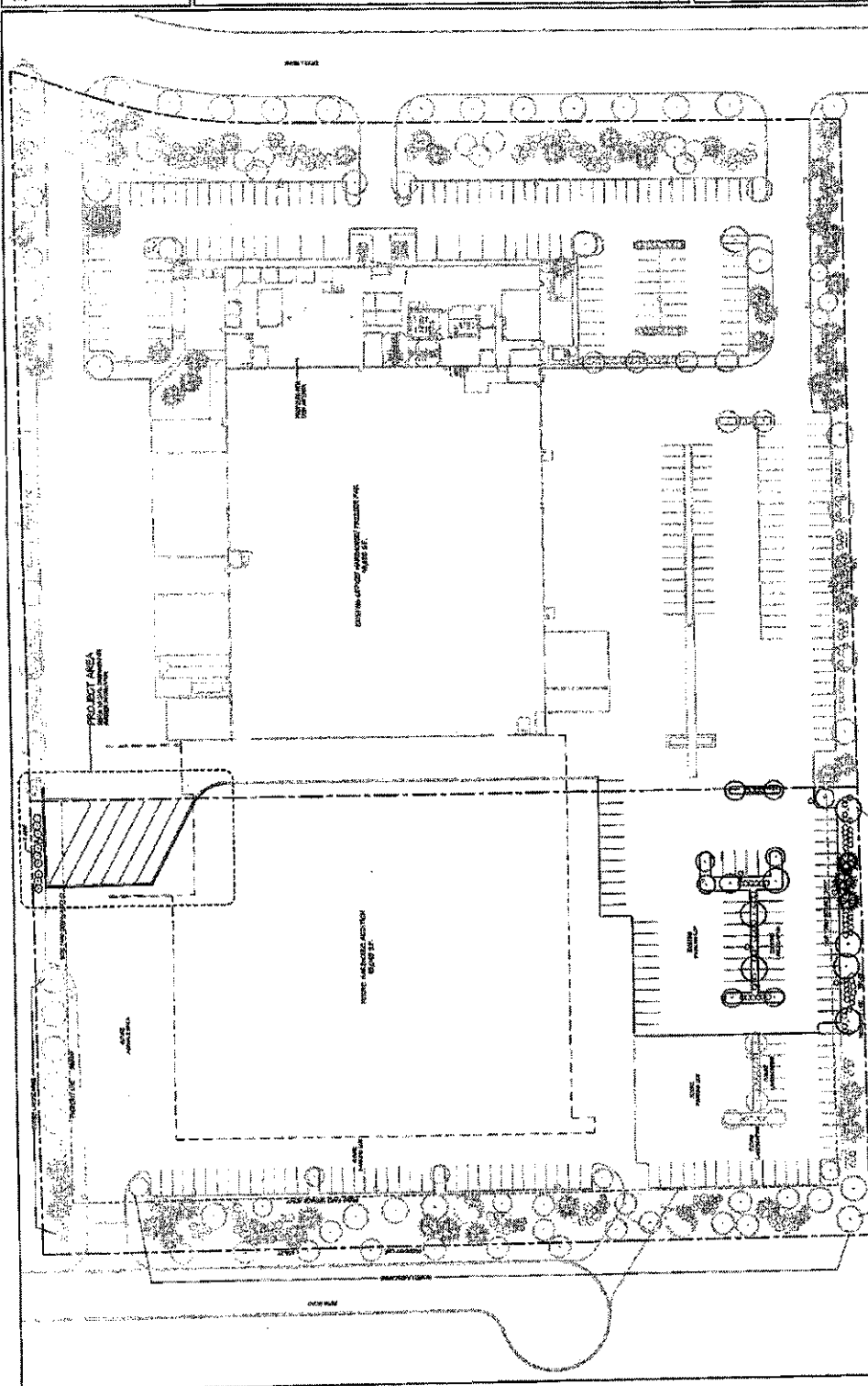
00436

**NEW THERAPY**

4225 ENROLL NO 20  
3011 NUMBER 11 JANUET 2007

PROPOSED NEW TRACTOR  
TRAILER UNIT  
LAWSON, CALIF.

**ZA1.0**



PROPOSED NEW TRACTOR TRAILER SITE/ LANDSCAPE PLAN

[illegible]

SECRET

[illegible]

### PLANT SCHEDULE

[illegible]

--

20. A.  $\frac{1}{2}$

*Journal of Health Politics, Policy and Law*

1. **NAME**  
 2. **DATE**  
 3. **TIME**  
 4. **LOCATION**  
 5. **REMARKS**  
 6. **INITIALS**  
 7. **SIGNATURE**  
 8. **DATE**  
 9. **TIME**  
 10. **LOCATION**  
 11. **REMARKS**  
 12. **INITIALS**  
 13. **SIGNATURE**  
 14. **DATE**  
 15. **TIME**  
 16. **LOCATION**  
 17. **REMARKS**  
 18. **INITIALS**  
 19. **SIGNATURE**  
 20. **DATE**  
 21. **TIME**  
 22. **LOCATION**  
 23. **REMARKS**  
 24. **INITIALS**  
 25. **SIGNATURE**  
 26. **DATE**  
 27. **TIME**  
 28. **LOCATION**  
 29. **REMARKS**  
 30. **INITIALS**  
 31. **SIGNATURE**  
 32. **DATE**  
 33. **TIME**  
 34. **LOCATION**  
 35. **REMARKS**  
 36. **INITIALS**  
 37. **SIGNATURE**  
 38. **DATE**  
 39. **TIME**  
 40. **LOCATION**  
 41. **REMARKS**  
 42. **INITIALS**  
 43. **SIGNATURE**  
 44. **DATE**  
 45. **TIME**  
 46. **LOCATION**  
 47. **REMARKS**  
 48. **INITIALS**  
 49. **SIGNATURE**  
 50. **DATE**  
 51. **TIME**  
 52. **LOCATION**  
 53. **REMARKS**  
 54. **INITIALS**  
 55. **SIGNATURE**  
 56. **DATE**  
 57. **TIME**  
 58. **LOCATION**  
 59. **REMARKS**  
 60. **INITIALS**  
 61. **SIGNATURE**  
 62. **DATE**  
 63. **TIME**  
 64. **LOCATION**  
 65. **REMARKS**  
 66. **INITIALS**  
 67. **SIGNATURE**  
 68. **DATE**  
 69. **TIME**  
 70. **LOCATION**  
 71. **REMARKS**  
 72. **INITIALS**  
 73. **SIGNATURE**  
 74. **DATE**  
 75. **TIME**  
 76. **LOCATION**  
 77. **REMARKS**  
 78. **INITIALS**  
 79. **SIGNATURE**  
 80. **DATE**  
 81. **TIME**  
 82. **LOCATION**  
 83. **REMARKS**  
 84. **INITIALS**  
 85. **SIGNATURE**  
 86. **DATE**  
 87. **TIME**  
 88. **LOCATION**  
 89. **REMARKS**  
 90. **INITIALS**  
 91. **SIGNATURE**  
 92. **DATE**  
 93. **TIME**  
 94. **LOCATION**  
 95. **REMARKS**  
 96. **INITIALS**  
 97. **SIGNATURE**  
 98. **DATE**  
 99. **TIME**  
 100. **LOCATION**  
 101. **REMARKS**  
 102. **INITIALS**  
 103. **SIGNATURE**  
 104. **DATE**  
 105. **TIME**  
 106. **LOCATION**  
 107. **REMARKS**  
 108. **INITIALS**  
 109. **SIGNATURE**  
 110. **DATE**  
 111. **TIME**  
 112. **LOCATION**  
 113. **REMARKS**  
 114. **INITIALS**  
 115. **SIGNATURE**  
 116. **DATE**  
 117. **TIME**  
 118. **LOCATION**  
 119. **REMARKS**  
 120. **INITIALS**  
 121. **SIGNATURE**  
 122. **DATE**  
 123. **TIME**  
 124. **LOCATION**  
 125. **REMARKS**  
 126. **INITIALS**  
 127. **SIGNATURE**  
 128. **DATE**  
 129. **TIME**  
 130. **LOCATION**  
 131. **REMARKS**  
 132. **INITIALS**  
 133. **SIGNATURE**  
 134. **DATE**  
 135. **TIME**  
 136. **LOCATION**  
 137. **REMARKS**  
 138. **INITIALS**  
 139. **SIGNATURE**  
 140. **DATE**  
 141. **TIME**  
 142. **LOCATION**  
 143. **REMARKS**  
 144. **INITIALS**  
 145. **SIGNATURE**  
 146. **DATE**  
 147. **TIME**  
 148. **LOCATION**  
 149. **REMARKS**  
 150. **INITIALS**  
 151. **SIGNATURE**  
 152. **DATE**  
 153. **TIME**  
 154. **LOCATION**  
 155. **REMARKS**  
 156. **INITIALS**  
 157. **SIGNATURE**  
 158. **DATE**  
 159. **TIME**  
 160. **LOCATION**  
 161. **REMARKS**  
 162. **INITIALS**  
 163. **SIGNATURE**  
 164. **DATE**  
 165. **TIME**  
 166. **LOCATION**  
 167. **REMARKS**  
 168. **INITIALS**  
 169. **SIGNATURE**  
 170. **DATE**  
 171. **TIME**  
 172. **LOCATION**  
 173. **REMARKS**  
 174. **INITIALS**  
 175. **SIGNATURE**  
 176. **DATE**  
 177. **TIME**  
 178. **LOCATION**  
 179. **REMARKS**  
 180. **INITIALS**  
 181. **SIGNATURE**  
 182. **DATE**  
 183. **TIME**  
 184. **LOCATION**  
 185. **REMARKS**  
 186. **INITIALS**  
 187. **SIGNATURE**  
 188. **DATE**  
 189. **TIME**  
 190. **LOCATION**  
 191. **REMARKS**  
 192. **INITIALS**  
 193. **SIGNATURE**  
 194. **DATE**  
 195. **TIME**  
 196. **LOCATION**  
 197. **REMARKS**  
 198. **INITIALS**  
 199. **SIGNATURE**  
 200. **DATE**  
 201. **TIME**  
 202. **LOCATION**  
 203. **REMARKS**  
 204. **INITIALS**  
 205. **SIGNATURE**  
 206. **DATE**  
 207. **TIME**  
 208. **LOCATION**  
 209. **REMARKS**  
 210. **INITIALS**  
 211. **SIGNATURE**  
 212. **DATE**  
 213. **TIME**  
 214. **LOCATION**  
 215. **REMARKS**  
 216. **INITIALS**  
 217. **SIGNATURE**  
 218. **DATE**  
 219. **TIME**  
 220. **LOCATION**  
 221. **REMARKS**  
 222. **INITIALS**  
 223. **SIGNATURE**  
 224. **DATE**  
 225. **TIME**  
 226. **LOCATION**  
 227. **REMARKS**  
 228. **INITIALS**  
 229. **SIGNATURE**  
 230. **DATE**  
 231. **TIME**  
 232. **LOCATION**  
 233. **REMARKS**  
 234. **INITIALS**  
 235. **SIGNATURE**  
 236. **DATE**  
 237. **TIME**  
 238. **LOCATION**  
 239. **REMARKS**  
 240. **INITIALS**  
 241. **SIGNATURE**  
 242. **DATE**  
 243. **TIME**  
 244. **LOCATION**  
 245. **REMARKS**  
 246. **INITIALS**  
 247. **SIGNATURE**  
 248. **DATE**  
 249. **TIME**  
 250. **LOCATION**

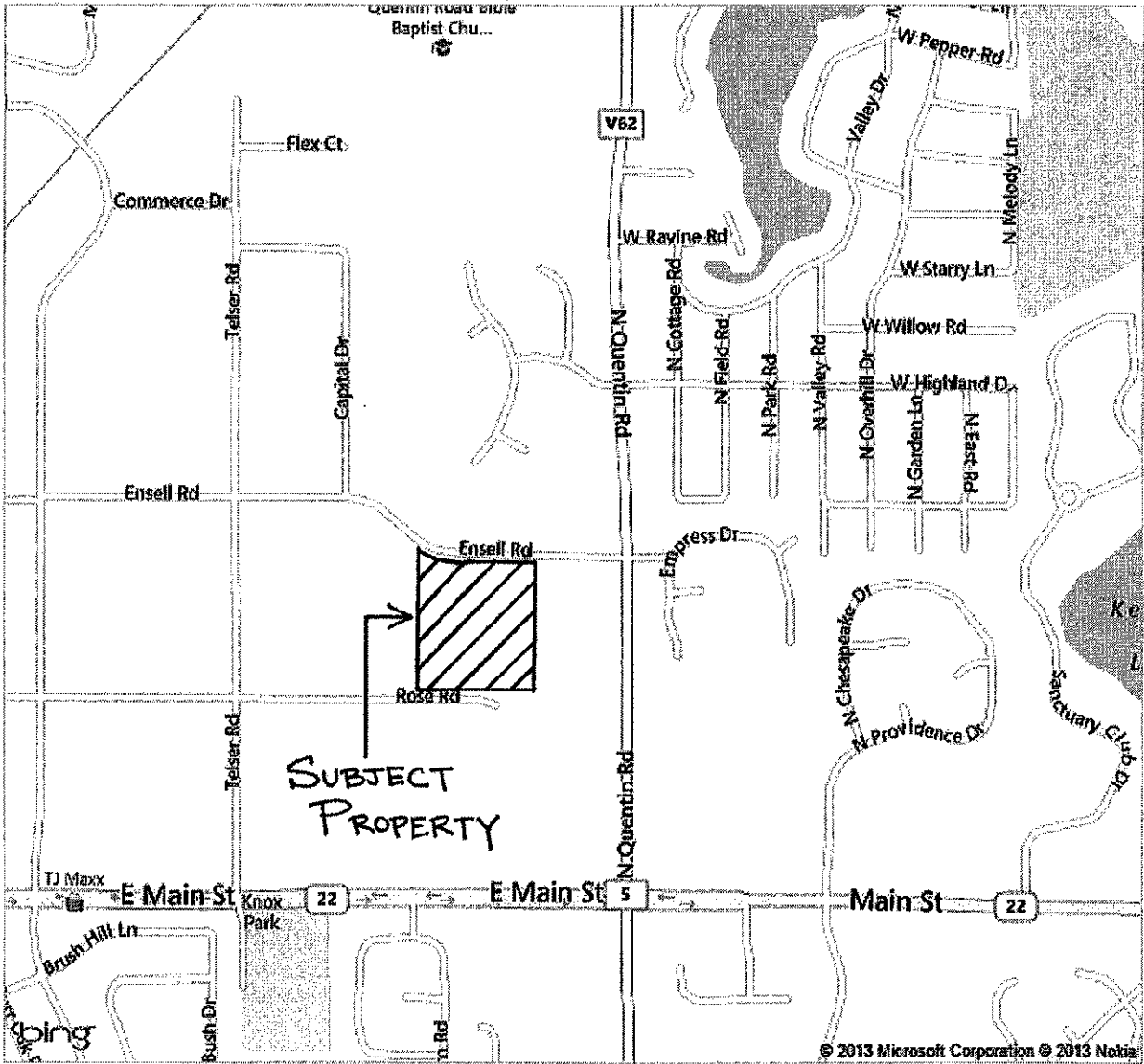
[illegible][illegible]

4534-46-5531  
5531-5531  
5531-5531

400°C	400°C
400°C	400°C
400°C	400°C



LOCATION MAP



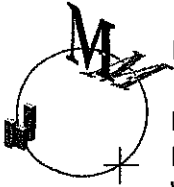


# MATOCHA

A S S O C I A T E S

Architecture, Development, and  
Program Management

17 W. 220 22 ND STREET, SUITE 500  
OAKBROOK TERRACE, ILLINOIS 60181  
VOICE 630 530 - 2300  
FAX 630 530 - 2335  
EMAIL GMATOCHA@MATOCHA.COM  
WEB WWW.MATOCHA.COM



May 30, 2013

Mr. Daniel A. Peterson  
Director of Building and Zoning  
Village of Lake Zurich  
70 E Main Street  
Lake Zurich, Illinois 60047

**RE: Village Board's Courtesy Review  
Meeting June 3, 2013**

Dear Mr. Peterson:

On behalf of Peapod LLC, we are submitting herein the following documents to be presented before the Village Board on June 3, 2013 as a precondition to going before the Plan Commission to request approval for a site plan approval and for the installation of a communication dish antenna to our I-1 zoning classification. Specifically, we are requesting a trailer storage lot pavement area for 6 trailers on the northwest corner of Lot 6 & 7 of Peapod's property and the installation of a communication dish on the roof of the Peapod leased premises for communication in anticipation of another building in the Industrial Park where we will be expanding parts of our office staff. All of the above improvements are required in preparation for further modifications to the interior of the building and to expand our sales and provide for our customer.

This is part of Peapod's, 1325 Ensell Road, to expand our operation as previously included in our master plan of the past ten years. The addition trailer lot storage will facilitate our delivery and shipping requirements for the site and will match the planting theme developed over the last two phases.

We will initially add 20 employees and continue to add employees as sales increase. We expect our sales and therefore the sales tax that are generated to double over the next five years. We appreciate the opportunity to appear before the Board in reference to our request and your support in moving forward to the Plan Commission later in the month.

Please let me know if you have any questions.

Sincerely,

MATOCHA ASSOCIATES

*George R. Matocha*  
George R. Matocha, A.I.A.

E-mail meyer@volz.org

File:P:\Peapod\VILLAGE OF LAKE ZURICH BOARD NOTIFICATION 2013 May 30.doc



70 E. Main Street  
Lake Zurich, IL 60047



AGENDA ITEM


8D  
Phone: (847) 438-5141


Fax: (847) 540-1768

Web: www.volz.org

## MEMORANDUM

Date: May 24, 2012

To: Jason T. Slowinski, Village Manager 

From: Daniel A. Peterson, Director of Building & Zoning   
Sam Hubbard, Village Planner

Subject: Bradford Town Crossing – PUD and Site Plan Amendment

---

**Issue:** Bradford Real Estate Companies (the “Applicant”) is the owner of the property located at the northwest corner of Route 22 and Quentin Road (the “Subject Property”).

The Applicant had previously sought and received approval of a Planned Unit Development (PUD), rezoning to B-3 Regional Shopping District, site plans, special use permits for drive-through facilities, and exterior appearance plans for the proposed 73,000-sq.ft. Mariano’s Fresh Market and two outlots, one along Route 22 and the other along Quentin Road (*please see Exhibit A*).

The Applicant later revised their PUD to include a third outlot located along Quentin Road for a proposed McDonalds. This PUD amendment, along with a plat amendment, site plan amendment, and exterior appearance amendment was approved by the Plan Commission and subsequently by the Village Board (*please see Exhibit B*).

The Applicant has revised their plans for a third time, removing the bank along Route 22 and making some minor changes to the location and orientation of the Mariano’s building and infrastructure. All other aspects of the original and amended PUD are to remain the same. Therefore, the current issue before the Board is for a second amendment to the PUD and site plans (*please see Exhibit C*).

**Analysis:** Whenever an applicant proposes a “major adjustment” to a PUD and site plans during the construction process, the Village Board has the authority to grant these changes without referral to the Plan Commission. In the case of the first amendment to the PUD, which included the addition of a new outlot and building for the McDonalds, the Applicant was required to go before the Plan Commission for site plan, exterior appearance, and a special use permit approval



for the McDonalds. Because appearance before the Plan Commission was already required, the first amendment to the PUD was also presented for approval by the Plan Commission.

However, because the recently proposed changes do not involve a new building or special use permit, appearance before the Plan Commission is not required if the Village Board feels that the proposed changes are in substantial conformity to the original PUD approvals. The proposed changes to the PUD are as follows:

1. Due to poor soil conditions, the Mariano's building has been shifted to the west of the property.
2. Due to this change in building location, the loading dock has been adjusted from facing out to the side of the property to facing the front of the property.
3. Due to the change in the building location, a water main has been relocated to a different area onsite (which requires a new Plat of Easement).
4. Due to anticipation of a high volume of traffic, the bank outlot along Route 22 has been replaced with parking (*please see attached letter from Roundy's Supermarkets*)

**Recommendation:** Because the proposed changes are in substantial conformity to the original PUD approvals, Staff recommends that the Village Board approve the "major adjustment" to the PUD and site plans without referral to the Plan Commission. Should the Village Board agree, staff will draft an ordinance for approval of the PUD and site plans to be presented at the next board meeting.

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

*w/Attachments:*

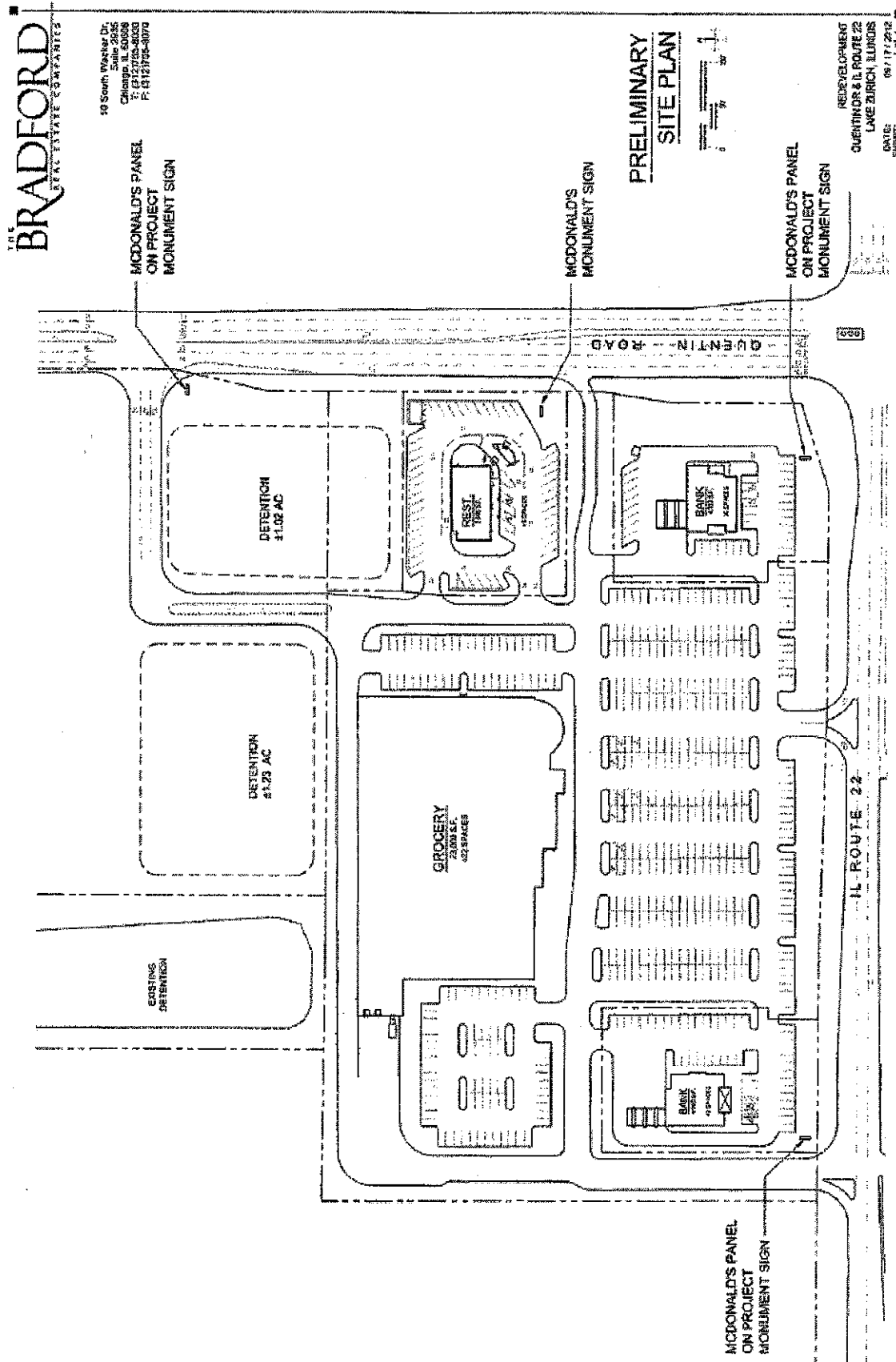
1. Exhibit A: Previously approved PUD
2. Exhibit B: Previously approved PUD Amendment
3. Exhibit C: Proposed second PUD Amendment
4. PUD Amendment letter from Bradford Real Estate Companies dated May 7, 2013
5. Parking needs letter from Roundy's Supermarkets dated May 14, 2013







**EXHIBIT B**  
**BRADFORD TOWN CROSSING – PREVIOUSLY APPROVED PUD AMENDMENT**





[illegible]



May 07, 2013



Jason Slowinski  
Village Manager  
Village of Lake Zurich  
70 E. Main St.  
Lake Zurich, IL 60047

RE: Planned Unit Development Amendment for northwest corner of Route 22 and Quentin Road.

Dear Mr. Slowinski,

On behalf of Bradford Real Estate we are submitting herewith the following documents to be presented before the Village Board for review and approval for an Amendment to the existing PUD. We appreciate the opportunity to appear before you in reference to the above project.

The change to the site plan has been encouraged by two factors, Marino's overwhelming success in the Chicagoland market and poor soil conditions on the eastern portion of the site.

Mariano's success has motivated them to find ways to expand parking lots at many locations. Bradford has just completed two parking expansions at the Vernon Hills location and currently working on expanding the Wheaton and Frankfort parking situations. The Proposed Site plan would increase the number of parking spaces to +/- 520 up from 423 spaces on the previously approved plan. It was determined that the "Chase" Lot or Outlot 1 could be used for a parking expansion without significantly modifying the overall master plan.

The second factor in this plan modification was the discovery of very poor soils on the eastern portion of the site. By shifting the Mariano's building +/- 145' to the west it allowed the footings and foundations to be on good bearing material which in turn allows for much shorter construction duration and opening the store sooner.

The modifications to the previously approved PUD plan are very minor, as all access points and truck routes for Mariano's will remain the same, detention facilities will remain as originally designed, all previously agreed to setbacks and landscape requirements will be adhered to and all revised lighting will meet Village Code. The Plat of Subdivision will not require modification as all lots will remain as recorded.

Below is a list of items that will be slightly modified as part of this Amendment

- Water main and Plat of Easements will be slightly modified (see Utility Exhibit)
- The loading dock will be rotated to face south (see Building Elevations)
- The length and location of the retaining wall in the NWC of the site will increase, but the height will not exceed the previously approved retaining wall.
- Number of parking spaces will increase from 423 to +/-520 (final number to be determined with final engineering review)

This slight modification will allow the Mariano's store to be open for business almost 6 months sooner and will provide sufficient parking for customers and employees.

*The Bradford Real Estate Companies • Building from Experience*

10 South Wacker, Suite 2935, Chicago, IL 60606 • Main: 312-755-8000 • Fax: 312-755-8070 • [www.bradfordchicago.com](http://www.bradfordchicago.com)



Document Submissions:

1. "Application" as prepared by Bradford Real Estate (BRE)
2. "List of property owners within 250 feet" as prepared by Bradford Real Estate (BRE)
3. "Plat of Easement" as prepared by Manhard Consulting LTD
4. "Originally Approved Site Plan" as prepared by Manhard Consulting LTD
5. "Overall Site Plan/ geometric Plan" as prepared by Manhard Consulting LTD
6. "Preliminary Utility Exhibit" as prepared by Manhard Consulting LTD
7. "Building Elevations/ Color Rendering" as prepared by Camburas & Theodore Ltd.

Thank-you for your time and consideration regarding this matter and if you have any questions, please do not hesitate to contact me.

Sincerely,  
**Bradford Lake Zurich 1 LLC**



William Shank

Cc: Dan Peterson – Village of Lake Zurich



**ROUNDY'S SUPERMARKETS, INC.**

PICK 'N SAVE · COPPS · RAINBOW · METRO MARKET · MARIANO'S

PO Box 473  
Milwaukee, WI 53201

414-231-5000

May 14, 2013

Mr. William Shank  
Bradford Real Estate Company  
30 South Wacker Drive; Suite 2850  
Chicago, IL 60606

Re: Mariano's Parking  
Lake Zurich, Illinois

Dear Bill:

The popularity and customer patterns of Mariano's stores have created the need for parking ratios that exceed the current ordinance levels in Lake Zurich. In addition to high customer counts, our customers spend more time in the store which threatens available parking stalls. If a customer can't find a place to park, they become frustrated and often times they will not return. In this case we have the opportunity to eliminate this problem prior to opening the store.

The Palatine Mariano's opened with 305 parking stalls. In order to park all employees and customers at times of peak demand, 9 spaces were added behind the store and another 40 were built on an outlot. In addition, the police station next door allows for the use of 20 spaces on weekends and prior to holidays. This brings the amount of spaces up to 374 during peak demand. The Vernon Hills Mariano's started with 283 stalls. A 118 space employee lot was added which still did not meet employee or customer needs so two outlots were converted to customer parking. Vernon Hills now has 537 stalls available.

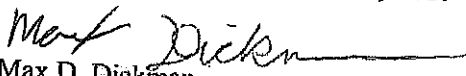
Our transaction data confirms the need for this level of parking. Mariano's stores have hourly customer counts of between 500 and 550 people during peak times. In order to serve the customers shopping at these peak times, we need to rely on 100 or more employees and a lot of 537 stalls can easily fill up.

In addition to parking changes at Palatine and Vernon Hills, a 100 stall off-site employee lot was added to Arlington Heights. In Frankfort, the store opened with 420 stalls which have not kept up with demand. Over 100 employees park off-site and Mariano's is in the process of getting approval for 109 permanent parking spaces behind the store for employee use which will bring that total to 529. In Harwood Heights, we opened with 384 spaces and have an agreement allowing over 100 employees to park across the street. The lot still fills up. We have over 500 spaces available at both Roscoe & Western and Hoffman Estates.

Addressing this need now and having these spaces available in Lake Zurich when Mariano's opens is vital to avoiding the parking pitfalls at earlier stores. Please feel free to share this letter with the Village of Lake Zurich.

Very truly yours,

ROUNDY'S SUPERMARKETS, INC.

  
Max D. Dickman  
Real Estate Development Manager





70 E. Main Street  
Lake Zurich, IL 60047



**AGENDA ITEM** 8E  
Phone: (847) 438-5144  
Fax: (847) 540-1768  
Web: www.volz.org

## MEMORANDUM

Date: May 24, 2013

To: Jason T. Slowinski, Village Administrator

From: Daniel A. Peterson, Director of Building & Zoning  
Sam Hubbard, Village Planner

Subject: Courtesy Review of a Zoning Application for a shopping center located at 440 S. Rand Rd.

---

**Issue:** Adam Firsel (the "*Applicant*") of Core Equities represents the contract purchaser of 440 S. Rand Road legally described in Exhibit A attached hereto (the "*Subject Property*").

The Applicant filed an application with the Village of Lake Zurich dated May 15, 2013, (the "*Application*") seeking the following approvals:

1. Preliminary and Final Plat of Subdivision
2. Planned Unit Development
3. Special Use Permit for a drive-through facility accessory to an eating place
4. Site Plans
5. Exterior Appearance

The Subject Property is currently in the Village's B-3 Regional Shopping District.

Pursuant to public notice to be published on May 30, 2013, in the *Lake Zurich Courier*, a public hearing will be held with the Lake Zurich Plan Commission on June 19, 2013, to consider the Application.

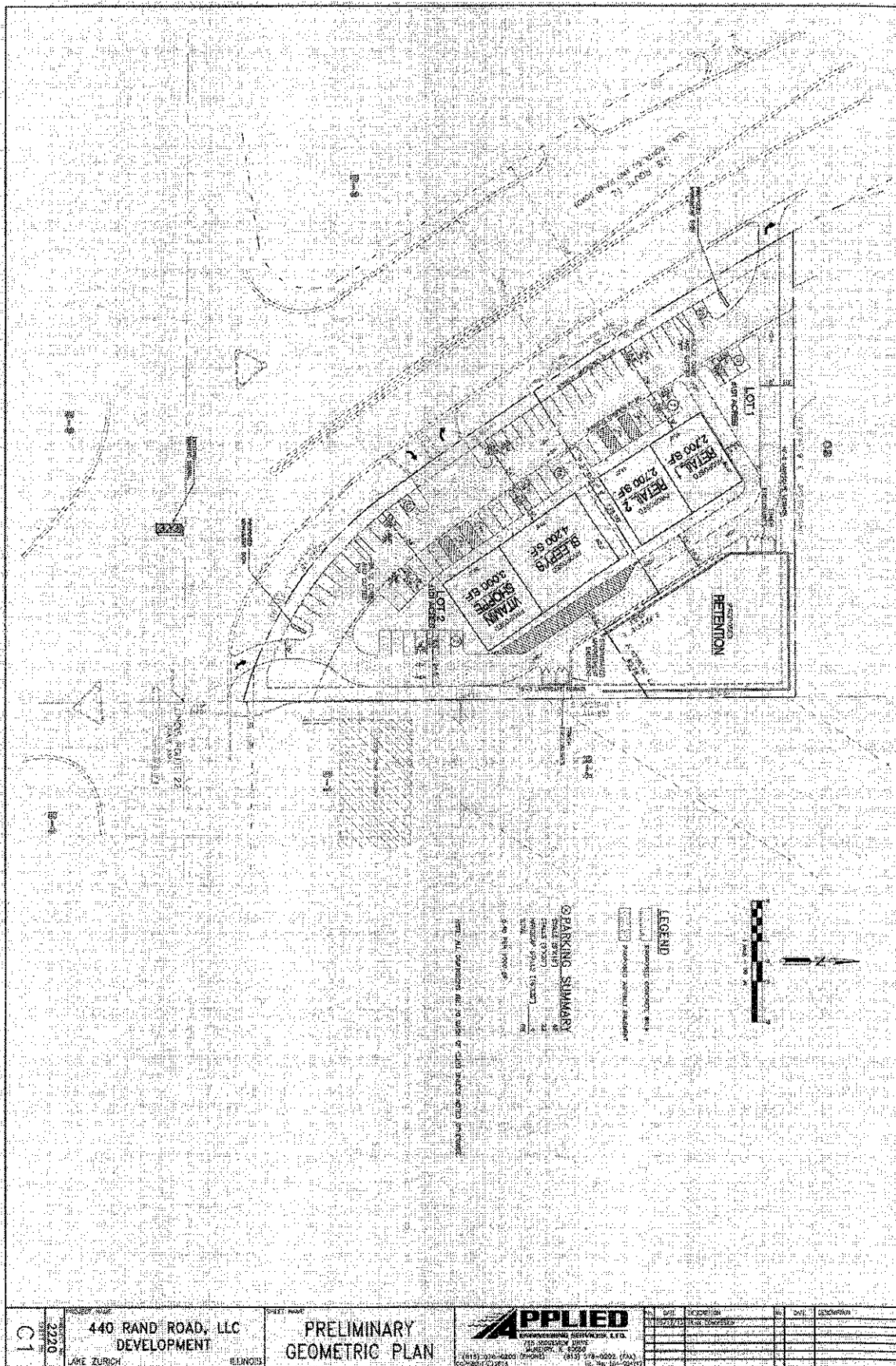
**Analysis:** Detailed staff reviews from the Building and Zoning Department, Public Works, Police Department, and Fire/Rescue Department will be provided at the Plan Commission meeting.

**Recommendation:** This Application will entitle the redevelopment of a key property along the Route 22 corridor and merits a hearing and consideration by the Lake Zurich Plan Commission. Should you have any questions, please call me at 847-540-1759.

w/Attachments: Site Plan  
Location Map  
Courtesy Review letter from Adam Firsel dated May 24, 2013

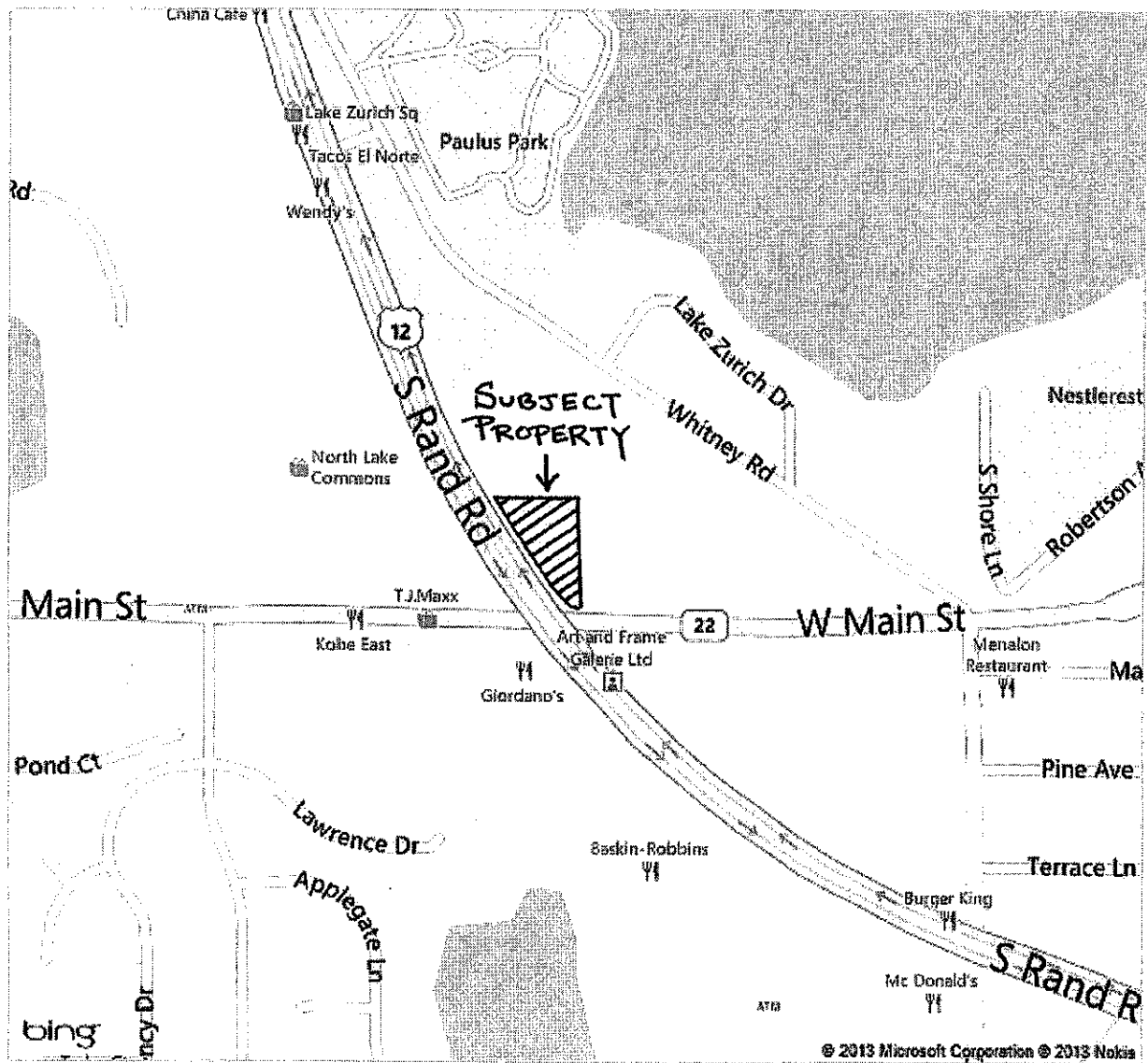


## SITE PLAN





## LOCATION MAP





# 440 RAND ROAD, LLC

---

May 24, 2013

Daniel A. Peterson  
Director of Building and Zoning  
Village of Lake Zurich  
70 E. Main St.  
Lake Zurich, IL 60047

***Re: Cursory Review of planned retail development located at the NEC of Rt. 12  
and Rt. 22 (440 S. Rand Road, Lake Zurich, Lake County, Illinois)***

Dear Mr. Peterson,

440 Rand Road, LLC ("Developer") is under contract to purchase the property located at 440 S. Rand Road, in the Village of Lake Zurich. Currently, the property is vacant land, but was formerly a BP Gas Station. The site has been remediated for all environmental hazards and has received a broad based No Further Remediation letter from the Illinois Environmental Protection Agency. The property is currently zoned B-3 which is classified as a Regional Shopping District. Additionally, as this property is adjacent to Rt. 12, the property is subject to the Rt. 12 Corridor Guidelines.

The site size is 2.02 acres and is triangularly shaped.

The developers of this project, and principals of 440 Rand Road, LLC are David Bossy, Adam Firsel, and Edwin Vdovets. Combined, the Principals have over fifty years of experience in the shopping center development industry and have constructed over 50 projects throughout the Chicagoland area.

The proposed site plan was developed in close consultation with the project engineer (Applied Engineering Services), architect (PFDA Architects), traffic engineer (KLOA Traffic Engineers), and leasing agent (Mid-America Real Estate Corporation). For a number of economic and planning purposes, as well as responsible development, the proposed site plan illustrates a multi-tenant retail center with two separate free-standing buildings. In the proposed southern building, the Developers are planning to build 7,200 square feet with the proper 50' setback from Route 12, four sided brick architecture, and attractive landscaping and plantings. Parking will be in front of the stores, which the retailers and their customers prefer, with additional parking on the side for employees. Terms have been agreed to with two retailers which would occupy the entire southern building, with both tenants in active lease contract negotiations with the Developer.

The second building is planned just to the north of the southern building and will be separated by a 15' landscaped open air corridor between the two buildings. The northern building will mirror the architecture and landscaping of the southern building, with the parking in the front with the addition of a potential drive thru lane on the northern endcap of the building. The second building is planned to be 5,400 square feet. In total, there would be 12,600 square feet of building area, with 68 parking spaces (including ADA requirements) which equates to a parking



ratio of 5.40 cars per thousand square feet of building area (code is 5 parking spaces per thousand square feet).

Additionally, there are three access points planned for the site, however all three access points will have restricted movements. KLOA Traffic Engineers has been discussing with IDOT their preference for the access points. In conjunction with the access point discussion, the Developer has reached out to the neighboring land owner to the east to inquire about a cross easement agreement to allow access through their shopping center on to Route 22, but have been unsuccessful in obtaining such agreement. As such, with IDOT's input, the Developer has proposed a right-in only off of Rt. 22 on the southern tip of the site, for vehicles to enter the site only. Additionally, the plan calls for maintaining the existing curb cut on Rt. 12 just further north, which will act as the main point of ingress and egress for the property. However, as Rt. 12 has a large un-mountable median at this location, the curb cut access will only allow movements that are right-in and right-out only. Lastly, for site circulation purposes, a right-out only curb cut on to Rt. 12 at the northern end of the site is planned. These access points have been reviewed by IDOT and it is KLOA's understanding that IDOT is comfortable with the access outlined in the attached site plan.

Based on the zoning code, only one commercial building per lot is allowed. Since two buildings are proposed, a two lot subdivision will be required. The Plat of Subdivision process classifies this project as a Planned Unit Development (PUD). The only zoning relief being requested is on the side yard setback between the southern and northern building. Code requires 10' (so 20' total), and the site plan dictates 7.5' (or 15' total).

Lastly, on the northern end of the site, based on the proposed site plan, a drive-thru lane for a restaurant can comfortably be accommodated. Although a tenant for the space and drive thru has not been determined, the Developer would like to receive preliminary approval for one drive thru subject to further details once the specific tenant is determined.

This proposed retail development will be more fully discussed during the Village Board meeting on Monday June 3<sup>rd</sup>, 2013.

Best regards,

**440 Rand Road, LLC**



David Bossy  
Adam Firsell  
Edwin Vdovets

Cc: Sam Hubbard, Village Planner







---

---

**VILLAGE OF LAKE ZURICH**  
Semi-Monthly Warrant Report  
**June 3, 2013**  
**Warrant Total \$409,197.24**

---

---

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

- Payment to:
  - Vendor: Peapod LLC
  - Fund: General Fund
  - Reference: Page 1 – FY13
  - Amount: \$77,693.00
  - %Warrant: 18.99%

Sales Tax Rebate – 1<sup>st</sup> Qtr.
- Payment to:
  - Vendor: IL EPA
  - Fund: Water / Sewer
  - Reference: Page 8 – FY 14
  - Amount: \$65,107.30
  - %Warrant: 15.91%

Loan Payment
- Payment to:
  - Vendor: Lake County Public Works
  - Fund: Water / Sewer
  - Reference: Page 8 – FY14
  - Amount: \$53,790.00
  - %Warrant: 13.15%

Sewer Connection Fees
- Payment to:
  - Vendor: Michael Schroeder
  - Fund: Performance Escrow
  - Reference: Page 10 – FY14
  - Amount: \$43,838.00
  - %Warrant: 10.71%

Letter of Credit Refund – Linden Sub.
- Payment to:
  - Vendor: Midwest Operating Engineers Local 150
  - Fund: Medical Self Insurance Fund
  - Reference: Page 9 – FY14
  - Amount: \$30,078.18
  - % Warrant: 7.35%

Local 150 Health Insurance

Scheduled Payments \$270,506.48 or 66.11% of Total Warrant Presented for Payment.



---

**Village of Lake Zurich**  
Semi-Monthly Warrant Report  
**Manual Checks for May 2013**

---

93474	BAYTREE LEASING COMPANY, LLC	05/16/2013	2,863.00
93475	IL DEPT OF PUBLIC HEALTH	05/16/2013	100.00
93476	STAPLES & SON LANDSCAPING	05/16/2013	5,368.74
93614	UNITED HEALTHCARE INSURANCE CO.	05/28/2013	179,645.05
WT000118	INLAND BANK	05/17/2013	4,706.35
<b>TOTAL</b>			<b>\$ 192,683.14</b>



---

---

**Village of Lake Zurich**  
Semi-Monthly Warrant Report - FY13  
**Total by Fund - Warrant Dated June 3, 2013**

---

---

Fund	Fund Title	Total
101	GENERAL FUND	96,669.21
202	MOTOR FUEL TAX	9,714.52
210	TIF TAX ALLOCATION FUND	1,651.42
401	CAPITAL PROJECT	5,493.96
405	NHRST CAPITAL PROJECT	512.60
501	WATER/SEWER	599.33
602	VEHICLE MAINTENANCE	24.01
603	RISK MANAGEMENT INS	11,690.56

Warrant Total -                   \$126,355.61



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 10111006 -MAYOR &amp; BOARD</b>				
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CELL PHONES	14.07
5417	SALES TAX REBATES	PEAPOD LLC.	1ST QUARTER 2013 SALES TA	77,693.00
<b>Program Total</b>				<b>77,707.07</b>
<b>Program: 10112001 -ADMIN</b>				
5313	TELEPHONE	CALL ONE	ANALOG LINES	29.32
<b>Program Total</b>				<b>29.32</b>
<b>Program: 10112012 -HUMAN RESOURCES</b>				
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - MAR 2013	772.50
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - APRIL	2,852.50
5413	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	NEW HIRE -	169.00
5313	TELEPHONE	CALL ONE	ANALOG LINES	14.66
<b>Program Total</b>				<b>3,808.66</b>
<b>Program: 10113001 -FINANCIAL ADMIN</b>				
5313	TELEPHONE	CALL ONE	ANALOG LINES	84.46
5352	PRINTING-STATIONERY/FORMS	STAPLES BUSINESS ADVANTAGE	ENVELOPES	118.12
<b>Program Total</b>				<b>202.58</b>
<b>Program: 10113017 -MIS</b>				
5313	TELEPHONE	CALL ONE	ANALOG LINES	25.83
<b>Program Total</b>				<b>25.83</b>
<b>Program: 10124001 -POLICE ADMIN</b>				
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - MAR 2013	393.75
5153	TRAINING & BUSINESS MTGS	IC/EC INC.	INFECTION CONTROL PLAN	700.00
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - APRIL	78.75
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CELL PHONES	267.80
5313	TELEPHONE	CALL ONE	ANALOG LINES	597.96
5219	OTHER PROFESSIONAL SVCS	GATSO USA	RED LIGHT CAMERA PROCESSI	6,990.00
<b>Program Total</b>				<b>9,028.26</b>
<b>Program: 10124021 -OPERATIONS</b>				
5355	UNIFORMS	GALL'S INC.	VANACKER-UNIFORM	60.81
5355	UNIFORMS	GALL'S INC.	YUNDT-UNIFORM	188.64
5355	UNIFORMS	SHORE POWER INC	UNIFORMS - STAFF	1,330.92
5355	UNIFORMS	GALL'S INC.	HUMISTON-UNIFORM	255.54
5355	UNIFORMS	GALL'S INC.	BEREZA-UNIFORM	138.25
5219	OTHER PROFESSIONAL SVCS	LC HEALTH DEPT-ANIMAL CARE & CON	APRIL 2013	45.00
5355	UNIFORMS	GALL'S INC.	GAFFNEY UNIFORM	57.75
<b>Program Total</b>				<b>2,076.91</b>
<b>Program: 10124022 -COMMUNICATIONS</b>				



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5313	TELEPHONE	CALL ONE	ANALOG LINES	651.48
<u>Program Total</u>				<u>651.48</u>
<b>Program: 10124023 -CRIME PREVENTION</b>				
5219	OTHER PROFESSIONAL SVCS	THOMPSON PUBLISHING GROUP	CLEAR BKGND INVEST FEE	137.45
<u>Program Total</u>				<u>137.45</u>
<b>Program: 10125001 -FIRE/RESCUE-ADMIN</b>				
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CREDIT	(1.76)
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - APRIL	1,365.00
5313	TELEPHONE	CALL ONE	ANALOG LINES	419.27
<u>Program Total</u>				<u>1,782.51</u>
<b>Program: 10125033 -EMS</b>				
5355	UNIFORMS	UNIFORMITY INC.	PAT RAINEY PANTS	83.90
5357	MEDICAL SUPPLIES	ENCOMPASS MED & SPEC GASES LTD	APRIL OXYGEN CYLINDER RE	58.16
<u>Program Total</u>				<u>142.06</u>
<b>Program: 10125035 -FIRE PREVENTION BUREAU</b>				
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	STAMP	47.61
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	CREDIT - STAMP	(47.61)
<u>Program Total</u>				<u>0.00</u>
<b>Program: 10128001 -B &amp; Z ADMIN</b>				
5352	PRINTING-STATIONERY/FORMS	PETTY CASH - BLDG & ZONING	PRINTING FEE	1.00
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CELL PHONES	26.53
5313	TELEPHONE	CALL ONE	ANALOG LINES	84.46
<u>Program Total</u>				<u>111.99</u>
<b>Program: 10128081 -INSPECTIONS</b>				
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	IAEI MTG	20.00
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	IPIA MTG	40.00
<u>Program Total</u>				<u>60.00</u>
<b>Program: 10136001 -PW ADMIN</b>				
5313	TELEPHONE	CALL ONE	ANALOG LINES	224.29
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CELL PHONES	167.28
5213	LABOR ATTORNEY	CLARK BAIRD SMITH LLP	LEGAL FEES - MAR 2013	315.00
<u>Program Total</u>				<u>706.57</u>
<b>Program: 10136042 -PARK MAINTENANCE</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	180 S. RAND - PARK	1.58
5311	ELECTRICITY	COMMONWEALTH EDISON	BARN - 200 S RAND RD	129.64
<u>Program Total</u>				<u>131.22</u>
<b>Program: 10148082 -ECONOMIC DEVELOPMENT</b>				



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5153	TRAINING & BUSINESS MTGS	PETTY CASH - BLDG & ZONING	ECON DEVP MTG	9.32
<u>Program Total</u>				<u>9.32</u>
<b>Program: 10167001 -PARK &amp; REC ADMIN</b>				
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CREDIT	(26.48)
5313	TELEPHONE	CALL ONE	ANALOG LINES	84.46
<u>Program Total</u>				<u>57.98</u>
Fund Total				96,669.21



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 202 - MOTOR FUEL TAX**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 20236046 -STREET/TRAFFIC LIGHTS</b>				
5311	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	STREET LIGHTS	9,714.52
<u>Program Total</u>				<u>9,714.52</u>
Fund Total				9,714.52



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 210 - TIF TAX ALLOCATION FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 21012001 -TIF - ADMINISTRATION</b>				
5219	OTHER PROFESSIONAL SVCS	TESKA ASSOCIATES	TIF DOWNTOWN REDEV	695.00
<u>Program Total</u>				<u>695.00</u>
<b>Program: 21036043 -TIF PROPERTY MAIN</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	15 S OLD RAND RD	64.52
5311	ELECTRICITY	COMMONWEALTH EDISON	7 E MAIN ST	26.22
5311	ELECTRICITY	COMMONWEALTH EDISON	133 W MAIN ST	18.76
5311	ELECTRICITY	COMMONWEALTH EDISON	11 S OLD RAND	17.98
5311	ELECTRICITY	COMMONWEALTH EDISON	11 S OLD RAND RD	49.55
5311	ELECTRICITY	COMMONWEALTH EDISON	15 S OLD RAND RD	36.08
5311	ELECTRICITY	COMMONWEALTH EDISON	15 S OLD RAND RD	36.59
<u>Program Total</u>				<u>249.70</u>
<b>Program: 21036046 -TIF - PW - STREET/TRAFFIC</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	STREET LIGHTS	706.72
<u>Program Total</u>				<u>706.72</u>
Fund Total				1,651.42



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 401 - CAPITAL PROJECT**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 40136044 -RIGHT OF WAY MAINTENANCE</b>				
5216	ENGR/ARCHITECTURAL	CIORBA GROUP INC.	NOISE MITIGATION	5,493.96
<u>Program Total</u>				<u>5,493.96</u>
Fund Total				5,493.96



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 405 - NHRST CAPITAL PROJECTS**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 40536047 -NHR PW STORM WATER CTRL</b>				
5337	SEWER SYST REPAIR	MID AMERICAN WATER	PVC PIPES	512.60
<u>Program Total</u>				<u>512.60</u>
Fund Total				512.60



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 501 - WATER/SEWER**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 50156001 -UTILITIES-ADMIN</b>				
5314	CELL PHONES & PAGERS	NEXTEL COMMUNICATIONS INC.	CREDIT	(45.66)
5313	TELEPHONE	CALL ONE	ANALOG LINES	104.00
<u>Program Total</u>				<u>58.34</u>
<b>Program: 50156054 -WATER PROD/STORAGE</b>				
5312	NATURAL GAS	NICOR GAS	WELL 7 - GAS	335.19
5312	NATURAL GAS	NICOR GAS	140 S RAND RD	130.80
<u>Program Total</u>				<u>465.99</u>
<b>Program: 50156066 -LIFT STATIONS</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	VACUUM PRIMING STRUCTU	44.94
5311	ELECTRICITY	COMMONWEALTH EDISON	FLOW CONTROL STRUCTURE	30.06
<u>Program Total</u>				<u>75.00</u>
Fund Total				599.33



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 602 - VEHICLE MAINTENANCE**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 60236040 -VEHICLE MAINTENANCE FUND</b>				
5313	TELEPHONE	CALL ONE	ANALOG LINES	6.51
5342	FUELS	CITGO PETROLEUM CORPORATION	MOTORCYCLE FUEL	17.50
<u>Program Total</u>				<u>24.01</u>
Fund Total				24.01



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013 - Period 13**

Report Run Date: 5/28/2013

**Fund: 603 - RISK MANAGEMENT INS**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 60312010 -RISK MANAGEMENT INS FUND</b>				
5222	INSURANCE CLAIMS	I R M A	APRIL DEDUCTIBLE	4,787.56
5224	UNEMPLOYMENT COMP CLAIMS	IL DEPT OF EMPLOYMENT SECURITY	1ST QTR END 3-31-13	6,903.00
<u>Program Total</u>				<u>11,690.56</u>

			Fund Total	11,690.56
--	--	--	------------	-----------



---

---

**YTD Vendor Payments - FY13**

---

Date: 5/28/2013

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
32041	ADVOCATE OCCUPATIONAL HEALTH	169.00	377.00
12503	CALL ONE	2,326.70	4,603.34
14265	CIORBA GROUP INC.	5,493.96	8,319.91
14400	CITGO PETROLEUM CORPORATION	17.50	17.50
14645	CLARK BAIRD SMITH LLP	5,777.50	5,777.50
15271	COMMONWEALTH EDISON	1,162.64	2,790.86
26590	CONSTELLATION NEW ENERGY, INC.	9,714.52	46,095.25
75333	ENCOMPASS MED & SPEC GASES LTD	58.16	58.16
30240	GALL'S INC.	700.99	2,360.95
30492	GATSO USA	6,990.00	6,990.00
43110	I R M A	4,787.56	6,864.58
38895	IC/EC INC.	700.00	760.00
41782	IL DEPT OF EMPLOYMENT SECURITY	6,903.00	6,903.00
51254	LC HEALTH DEPT-ANIMAL CARE & CONTRL	45.00	405.00
57024	MID AMERICAN WATER	512.60	2,862.64
60512	NEXTEL COMMUNICATIONS INC.	401.78	1,958.76
61214	NICOR GAS	465.99	7,465.19
69690	PEAPOD LLC.	77,693.00	77,693.00
70251	PETTY CASH - BLDG & ZONING	70.32	70.32
8387	SHORE POWER INC	1,330.92	1,330.92
81070	STAPLES BUSINESS ADVANTAGE	118.12	507.88
83788	TESKA ASSOCIATES	695.00	3,858.49
84205	THOMPSON PUBLISHING GROUP	137.45	137.45
88115	UNIFORMITY INC.	83.90	2,774.84
Report Total:		<u>126,355.61</u>	



---

**Village of Lake Zurich**  
Semi-Monthly Warrant Report - FY14  
**Total by Fund - Warrant Dated June 3, 2013**

---

Fund	Fund Title	Total
101	GENERAL FUND	75,028.26
202	MOTOR FUEL TAX	103.37
210	TIF TAX ALLOCATION FUND	650.00
501	WATER/SEWER	124,113.00
601	MEDICAL SELF INSURANCE	30,511.03
710	PERFORMANCE ESCROW	52,435.97

Warrant Total -               \$282,841.63



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 101 -GENERAL FUND</b>				
2012	RECREATION CREDIT PAYABLE	ROBEN, SHERRI/CHRIS	PRG CXL-BASE/SOFTBALL	355.00
<b>Program Total</b>				<b>355.00</b>
<b>Program: 10113001 -FINANCIAL ADMIN</b>				
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT STAMP - SEAL		41.99
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT MISC ITEMS		170.43
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	CHAIR	99.99
5351	POSTAGE & SHIPPING	PITNEY BOWES - SUPPLIES	POSTAGE	54.05
5155	MEMBERSHIPS & SUBSCRIP	GFOA	MEMBERSHIP DUES FOR JUNE	190.00
5274	MAINT-EQUIPMENT	PITNEY BOWES - LEASE	METER LEASE-MAY	59.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	COPY PAPER	119.80
5351	POSTAGE & SHIPPING	CMRS - POSTAGE BY PHONE	POSTAGE METER FUNDS	1,750.00
<b>Program Total</b>				<b>2,485.26</b>
<b>Program: 10113016 -ACCOUNTING SERVICES</b>				
5351	POSTAGE & SHIPPING	CMRS - POSTAGE BY PHONE	POSTAGE METER FUNDS	1,750.00
5351	POSTAGE & SHIPPING	PITNEY BOWES - SUPPLIES	POSTAGE	50.00
<b>Program Total</b>				<b>1,800.00</b>
<b>Program: 10117017 -TECHNOLOGY</b>				
5313	TELEPHONE	COMCAST CABLE	VH INTERNET SERVICE	86.90
5313	TELEPHONE	COMCAST CABLE	PD INTERNET	91.98
5219	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS	SUPPORT AGREEMENT	2,863.00
5219	OTHER PROFESSIONAL SVCS	GRANICUS	WEB STREAMING	1,020.00
5219	OTHER PROFESSIONAL SVCS	KOVACH, VERONICA L	5-16-13 ZBA MTG	18.00
5570	CAPITAL LEASE	US BANK EQUIPMENT FINANCE	COPIER LEASE	1,007.36
<b>Program Total</b>				<b>5,087.24</b>
<b>Program: 10124001 -POLICE ADMIN</b>				
5271	MAINT-BLDGS & GROUNDS	VORMITTAG, PAUL	TRAFFIC OFFICE / LUNCHROO	475.00
5271	MAINT-BLDGS & GROUNDS	MARTIN PETERSEN COMPANY	RTU 1 REPAIR	327.00
5133	LIFE INS	AUTO-OWNERS LIFE INSURANCE CO.	POLICY INVOICE-FINLON	878.50
5271	MAINT-BLDGS & GROUNDS	VORMITTAG, PAUL	LOBBY, OFFICE AND BATHROO	1,020.00
5271	MAINT-BLDGS & GROUNDS	OTIS ELEVATOR COMPANY	OTIS ELEVATOR MAINTENANCE	800.82
5154	BOOKS/REF PUBLICATIONS	WEST PUBLISHING GROUP	IVC / CRIMINAL CODE BOOKS	787.80
5155	MEMBERSHIPS & SUBSCRIP	NORTHEAST MULTI-REGIONAL TRNG.	NEMRT ANNUAL MEMBERSHIP	4,590.00
5355	UNIFORMS	FINLON, KEVIN	UNIFORM ALLOWANCE, PHONE	21.49
5355	UNIFORMS	FINLON, KEVIN	UNIFORM ALLOWANCE, PHONE	35.45
5327	EQUIP MAINT PART&SUPPLIES	BATTERIES PLUS	BATTERIES, NIGHT VISION E	21.98
5271	MAINT-BLDGS & GROUNDS	METRO DOOR & DOCK, INC	GARAGE DOOR REPAIRS AS PE	1,180.00
5271	MAINT-BLDGS & GROUNDS	VORMITTAG, PAUL	TRAFFIC OFFICE / LUNCH RO	450.00
5271	MAINT-BLDGS & GROUNDS	SHERMAN MECHANICAL INC	HVAC MAINTENANCE	1,294.50
5219	OTHER PROFESSIONAL SVCS	J P MORGAN CHASE BANK, N.A.	SUBPOENA FEE	27.47
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	HOST CLASS SUPPLIES	3.05
5271	MAINT-BLDGS & GROUNDS	METRO DOOR & DOCK, INC	GARAGE EXIT DOOR REPAIR	666.50
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	LCCPA 3@20/EA	60.00
5355	UNIFORMS	PETTY CASH - POLICE DEPARTMENT	CELL PHONE CASE-P. FINLON	32.23



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	HOST CLASS SUPPLIES	15.97
5325	BLDG & GROUND MAINT SUPPL	PETTY CASH - POLICE DEPARTMENT	PAINTING SUPPLIES	50.07
5271	MAINT-BLDGS & GROUNDS	METRO DOOR & DOCK, INC	GARAGE DOOR (EXIT) REPAIR	600.00
<b>Program Total</b>				<b>13,337.83</b>
<b>Program: 10124021 -OPERATIONS</b>				
5355	UNIFORMS	ELEGANT EMBROIDERY/MELON INK	MARINE UNIT: TWO POLOS.	70.00
5355	UNIFORMS	UNIFORMITY INC.	INVOICE #IN 220414, UNIFO	313.75
5214	OTHER LEGAL	ALBARRAN, LUIS	PROSECUTION FEE-JUNE	6,666.67
5355	UNIFORMS	STREICHER'S, INC	O'CONNELL: FLASHLIGHT.	97.00
5355	UNIFORMS	SHORE POWER INC	MITCH: BATTERIES FOR SEVE	116.55
5355	UNIFORMS	SHORE POWER INC	HOOPS: FLASHLIGHT	97.14
5355	UNIFORMS	SHORE POWER INC	BALFANZ: BATTERIES.	13.19
5355	UNIFORMS	SHORE POWER INC	WARREN: CHARGER, BATTERIE	64.05
5355	UNIFORMS	SHORE POWER INC	VANACKER: FLASHLIGHT, BAT	154.50
5355	UNIFORMS	GALL'S INC.	UNIFORM - JOHNSON	173.40
5355	UNIFORMS	THE UPS STORE	MITCH: SHIPPING BACK TO G	9.95
5355	UNIFORMS	GALL'S INC.	UNIFORM - MITCH	83.48
5355	UNIFORMS	YUNDT, MARTIN	YUNDT: PAID MLOTT'S TO AL	19.50
5355	UNIFORMS	GALL'S INC.	MITCH: BOOTS AND PANTS	219.00
5355	UNIFORMS	ELEGANT EMBROIDERY/MELON INK	JOHNSON: ADD PATCHES, EMB	90.00
<b>Program Total</b>				<b>8,188.18</b>
<b>Program: 10124022 -COMMUNICATIONS</b>				
5274	MAINT-EQUIPMENT	RADICOM INC.	TRANSMITTER / RECEIVER RE	382.50
5355	UNIFORMS	GALL'S INC.	UNIFORM - KULIG	117.00
5275	MAINT - SOFTWARE	PRIORITY DISPATCH	ANNUAL SOFTWARE MAINTENAN	405.00
5152	CONFERENCES & SEMINARS	KELLY, LEA	NENA CONFERENCE REGISTRAT	579.00
5275	MAINT - SOFTWARE	PRIORITY DISPATCH	ANNUAL SOFTWARE MAINTENAN	1,860.00
<b>Program Total</b>				<b>3,343.50</b>
<b>Program: 10124023 -CRIME PREVENTION</b>				
5155	MEMBERSHIPS & SUBSCRIP	PETTY CASH - POLICE DEPARTMENT	ALCOHOL COMPLIANCE CHECKS	6.44
5153	TRAINING & BUSINESS MTGS	PETTY CASH - POLICE DEPARTMENT	A SAFE PLACE MEETING	22.17
<b>Program Total</b>				<b>28.61</b>
<b>Program: 10124024 -INTERGOVERNMENTAL</b>				
5359	OTHER SUPPLIES	KIESLER POLICE SUPPLY, INC.	NIPAS AMMUNITION	326.76
5153	TRAINING & BUSINESS MTGS	NORTHERN IL POLICE ALARM SYSTEM	ANNUAL MEETING	50.00
<b>Program Total</b>				<b>376.76</b>
<b>Program: 10125001 -FIRE/RESCUE-ADMIN</b>				
5355	UNIFORMS	UNIFORMITY INC.	WENZEL SAFETY SHOES	49.95
5355	UNIFORMS	UNIFORMITY INC.	M WENZEL-UNIFORM	48.25
5570	CAPITAL LEASE	KIP AMERICA INC	WIDE FORMAT COPIER LEASE	260.81
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	14.50
5155	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY FIRE CHIEFS ASSOCIATI	CHIEF WHEELLOCK - FEE	75.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	49.80
5155	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY FIRE CHIEFS ASSOCIATI	DC GOLUBSKI - FEE	50.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	10.97



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5355	UNIFORMS	UNIFORMITY INC.	J KELLY - UNIFORMS	48.25
5413	EMPLOYEE EXAMS	PERSONNEL STRATEGIES, LLC	SPENCER CORNELL PRE-EMPLO	500.00
5152	CONFERENCES & SEMINARS	IL FIRE CHIEFS ASSOCIATION	IFCA SYMPOSIUM WHEELLOCK -	250.00
5155	MEMBERSHIPS & SUBSCRIP	MABAS DIVISION IV	CHIEF WHEELLOCK CREDENTIAL	5.00
5353	OFFICE SUPPLIES	JUMBOPOSTCARD.COM, INC	BUSINESS CARDS	75.00
5570	CAPITAL LEASE	US BANK EQUIPMENT FINANCE	COPIER LEASE	217.59
<b>Program Total</b>				<b>1,655.12</b>

**Program: 10125031 -EMERGENCY MANAGEMENT**

5275	MAINT - SOFTWARE	SCHNEIDER ELECTRIC	JUNE 1 TO AUG 31	1,354.50
<b>Program Total</b>				<b>1,354.50</b>

**Program: 10125032 -FIRE SUPPRESSION**

5355	UNIFORMS	UNIFORMITY INC.	D BARTOLI-UNIFORM	9.85
5355	UNIFORMS	UNIFORMITY INC.	R JOHNSON-UNIFORM	7.95
<b>Program Total</b>				<b>17.80</b>

**Program: 10125033 -EMS**

5357	MEDICAL SUPPLIES	ENCOMPASS MED & SPEC GASES LTD	24 O2 D-CYLINDERS	100.80
5355	UNIFORMS	UNIFORMITY INC.	M KEMPF-UNIFORM	125.85
<b>Program Total</b>				<b>226.65</b>

**Program: 10125034 -SPECIAL RESCUE**

5152	CONFERENCES & SEMINARS	FIRE INVESTIGATOR STRIKE FORCE	TUITION FOR MAY STRIKE FO	30.00
<b>Program Total</b>				<b>30.00</b>

**Program: 10125035 -FIRE PREVENTION BUREAU**

5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	10.68
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	3.11
5353	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT	RECEIVED DATE STAMP	44.00
5355	UNIFORMS	UNIFORMITY INC.	UNIFORM BANDS	35.55
5355	UNIFORMS	UNIFORMITY INC.	BZDUSEK-UNIFORM	53.25
5155	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY FIRE CHIEFS ASSOCIATI	2013 DUES	150.00
5353	OFFICE SUPPLIES	STAPLES BUSINESS ADVANTAGE	SUPPLIES	2.35
5355	UNIFORMS	ELEGANT EMBROIDERY/MELON INK	UNIFORMS	135.00
5355	UNIFORMS	RED WING SHOE STORE	SAFETY SHOES	154.00
<b>Program Total</b>				<b>587.94</b>

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

5219	OTHER PROFESSIONAL SVCS	FANCSALSZKI CSR, RDR, JOYCE	ZBA MEETING 5/16/13	150.00
5155	MEMBERSHIPS & SUBSCRIP	PADDOCK PUBLICATIONS INC.	SERVICE 4/13-6/7	43.00
5276	MAINT-SERVICE CONTRACTS	CLIFFORD-WALD	WIDE FORMAT COPIER	25.00
<b>Program Total</b>				<b>218.00</b>

**Program: 10128080 -B & Z**

4351	ADMIN PLAN REVIEW	AARON & TRECKER HEATING & A/C	REFUND BUILDING PERMIT FE	15.00
4326	HVAC/MECHANICAL	AARON & TRECKER HEATING & A/C	REFUND BUILDING PERMIT FE	50.00
<b>Program Total</b>				<b>65.00</b>

**Program: 10136001 -PW ADMIN**



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5265	MOSQUITO ABATEMENT	CLARKE ENVIRON MOSQUITO MGMT	MOSQUITO MANAGEMENT 2013	9,570.00
5276	MAINT-SERVICE CONTRACTS	CLIFFORD-WALD	WIDE FORMAT COPIER	25.00
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	37.18
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	37.18
<b>Program Total</b>				<b>9,669.36</b>
<b>Program: 10136042 -PARK MAINTENANCE</b>				
5327	EQUIP MAINT PART&SUPPLIES	FASTENAL COMPANY	HARDWARE SKATE PARK	7.27
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	MAINT PARKS	19.97
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	MAINT PARKS	36.64
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	MAINT PARKS	54.88
5325	BLDG & GROUND MAINT SUPPL	BATTERIES PLUS	BATTERIES PARKS	34.20
5325	BLDG & GROUND MAINT SUPPL	BATTERIES PLUS	BATTERIES PARKS	21.98
5271	MAINT-BLDGS & GROUNDS	INTERNATIONAL FIRE EQUIPMENT	FIRE EXT MAINT PARK FACIL	94.49
5271	MAINT-BLDGS & GROUNDS	INTERNATIONAL FIRE EQUIPMENT	FIRE EXT MAINT PARK FACIL	122.35
5354	SMALL TOOLS & EQUIP	HOME DEPOT	RAKES PARKS	29.81
5414	RENTALS	COMMUNITY SEWER & SEPTIC	RENTAL - CHESTNUT CRNRS	67.00
5327	EQUIP MAINT PART&SUPPLIES	FASTENAL COMPANY	CHEMICAL FEED PUMP SPRAYG	378.01
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	ORNAMENTAL TREATMENT OAKR	143.35
<b>Program Total</b>				<b>1,009.95</b>
<b>Program: 10136043 -MUNICIPAL PROPERTY MAINT</b>				
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	COMMUNITY SERVICES FACILI	19.49
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	COMMUNITY SERVICES FACILI	9.14
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	TILE 10 EAST MAIN	1.96
5325	BLDG & GROUND MAINT SUPPL	HOME DEPOT	DUCT WORK 10 EAST MAIN	13.98
5325	BLDG & GROUND MAINT SUPPL	AIRGAS NORTH CENTRAL	CUTTING TORCHES	42.90
5271	MAINT-BLDGS & GROUNDS	CHRISTOPHER W. WAGNER	GENERATOR REPAIRS 505	477.50
5354	SMALL TOOLS & EQUIP	HOME DEPOT	EDGE	49.54
5322	CUSTODIAL SUPPLIES	HOME DEPOT	DETERGENT	24.97
<b>Program Total</b>				<b>639.48</b>
<b>Program: 10136044 -RIGHT OF WAY MAINT</b>				
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED	135.00
5323	LANDSCAPING SUPPLIES	POTSIE'S INC.	TOPSOIL	110.00
<b>Program Total</b>				<b>245.00</b>
<b>Program: 10136046 -STREET/TRAFFIC LIGHTING</b>				
5324	STREET SUPPLIES	CRESCENT ELECTRIC SUPPLY CO.	STREET LIGHT SUPPLIES	388.82
<b>Program Total</b>				<b>388.82</b>
<b>Program: 10136071 -VEHICLE MAINTENANCE</b>				
5327	EQUIP MAINT PART&SUPPLIES	LEROY'S LAWN EQUIPMENT	FUEL CAP DIXIE	12.12
5346	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL	DEF	88.00
5326	AUTO PARTS & SUPPLIES	GLOBAL EMERGENCY PRODUCTS INC.	FAN CLUTCH 3212	649.49
5327	EQUIP MAINT PART&SUPPLIES	ECHO INC.	TRIMMER HEADS	120.76
5327	EQUIP MAINT PART&SUPPLIES	WAUCONDA BOAT INC.	STARTER PD BOAT	985.97
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CREDIT-WARRANTY/CORE	(50.66)
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	35.63
5328	OTHER MAINT PARTS&SUPPLY	AIRGAS NORTH CENTRAL	CUTTING TORCHES	42.90



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 101 - GENERAL FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	35.63
5327	EQUIP MAINT PART&SUPPLIES	BURRIS EQUIPMENT COMPANY	MOWER BLADES	120.98
5327	EQUIP MAINT PART&SUPPLIES	NAPA AUTO PARTS	BELT DIXIE	25.51
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	PLUGS 105	20.32
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	OIL FILTERS	7.48
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	LIGHT PLUG	2.31
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BATTERIES	275.97
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	LIGHT SOCKET 119	5.89
5327	EQUIP MAINT PART&SUPPLIES	NAPA AUTO PARTS	TOW SOCKET	11.99
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BATTERY	38.66
5327	EQUIP MAINT PART&SUPPLIES	BURRIS EQUIPMENT COMPANY	ALTERNATOR K8	226.80
5326	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CREDIT - BATTERY/CORE	(183.98)
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	DASH CLUSTER 112	355.28
5326	AUTO PARTS & SUPPLIES	FASTENAL COMPANY	WEWLDING SUPPLIES	72.09
5326	AUTO PARTS & SUPPLIES	ADAMS STEEL SERVICE INC.	STEEL 3210	79.40
5326	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	SEAM SEALER 3210	70.56
5346	LUBRICANTS & FLUIDS	HOME DEPOT	2 CYCLE OIL	285.12
5354	SMALL TOOLS & EQUIP	HOME DEPOT	2 CYCLE OIL	26.91
5273	MAINT-VEHICLES	ADAMS STEEL SERVICE INC.	REPAIR OIL PUMP	85.00
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	AIR BAG JEWEL 106	12.19
5326	AUTO PARTS & SUPPLIES	WICKSTROM FORD	P/S HOSE 123	26.61
5342	FUELS	BELL FUELS INC.	FUEL	11,873.77
5273	MAINT-VEHICLES	WICKSTROM FORD	REPAIR ABS 123	144.47
5326	AUTO PARTS & SUPPLIES	PRAIRIE INTERNATIONAL	GRILLE 322	560.87
<b>Program Total</b>				<b>16,064.04</b>
<b>Program: 10167001 -PARK &amp; REC ADMIN</b>				
5219	OTHER PROFESSIONAL SVCS	GOVTEMPSUSA, LLC	PK INTERIM DIRECTOR	1,470.00
5219	OTHER PROFESSIONAL SVCS	GOVTEMPSUSA, LLC	PK INTERIM DIRECTOR	1,176.00
5155	MEMBERSHIPS & SUBSCRIP	A S C A P	MUSIC LICENSE-2013/2014	327.00
<b>Program Total</b>				<b>2,973.00</b>
<b>Program: 10167940 -PRESCHOOL</b>				
5241	PROGRAM SVCS	MUSIC IN THE BOX	MUSIC IN THE BOX SPRING S	351.00
<b>Program Total</b>				<b>351.00</b>
<b>Program: 10167965 -ATHLETICS</b>				
5241	PROGRAM SVCS	MIDWEST TENNIS PROGRAM, LLC	SPRING TENNIS 2013	4,442.86
<b>Program Total</b>				<b>4,442.86</b>
<b>Program: 10167970 -AQUATICS</b>				
5357	MEDICAL SUPPLIES	ZEE MEDICAL SERVICE COMPANY	FIRST AID SUPPLIES-BEACH	87.36
<b>Program Total</b>				<b>87.36</b>
<b>Fund Total</b>				<b>75,028.26</b>



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 202 - MOTOR FUEL TAX**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 20236046 -STREET/TRAFFIC LIGHTS</b>				
5311	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHTS CLEARVIEW	103.37
<u>Program Total</u>				<u>103.37</u>
Fund Total				103.37



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 210 - TIF TAX ALLOCATION FUND**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 21012001 - TIF - ADMINISTRATION</b>				
5155	MEMBERSHIPS & SUBSCRIP	IL TAX INCREMENT ASSOCIATION	MEMBERSHIP DUES JULY 2013	650.00
<u>Program Total</u>				<u>650.00</u>
Fund Total				650.00



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 501 - WATER/SEWER**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 501 -WATER/SEWER</b>				
2016	LC CONNECTION FEES PAY	LAKE COUNTY PUBLIC WORKS DEPT.	WALMART CONNECTION FEE	50,490.00
2016	LC CONNECTION FEES PAY	LAKE COUNTY PUBLIC WORKS DEPT.	791 SPENCER CONNECTION FE	3,300.00
<u>Program Total</u>				<u>53,790.00</u>
<b>Program: 50156001 -UTILITIES-ADMIN</b>				
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	33.41
5620	INTEREST	IL EPA	2006 IEPA LOAN INTEREST P	65,107.30
5570	CAPITAL LEASE	US BANK EQUIPMENT FINANCE	COPIER LEASE	40.30
5355	UNIFORMS	CINTAS CORPORATION LOC. 355	UNIFORMS	33.41
<u>Program Total</u>				<u>65,214.42</u>
<b>Program: 50156054 -WATER PROD/STORAGE</b>				
5359	OTHER SUPPLIES	AIRGAS NORTH CENTRAL	CUTTING TORCHES	42.92
5341	CHEMICALS	MORTON SALT, INC	BULK WATER CONDITIONING R	1,939.61
5341	CHEMICALS	MORTON SALT, INC	BULK WATER CONDITIONING R	1,896.25
5316	DIALERS & ALARMS	TYCO INTEGRATED SECURITY LLC	QUARTERLY FIRE & SECURITY	102.16
5289	WATER SAMPLE ANALYSIS	SUBURBAN LABORATORIES INC.	LAB ANAYSIS/WATER	220.50
<u>Program Total</u>				<u>4,201.44</u>
<b>Program: 50156055 -WATER DISTRIBUTION</b>				
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	SEED STARTER	142.18
5323	LANDSCAPING SUPPLIES	POTSIE'S INC.	4 WHEELER TRUCK LOAD TOPS	110.00
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	STRAW BLANKET	253.18
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	4" STAPLES	21.78
5323	LANDSCAPING SUPPLIES	CONSERV FARM SUPPLY	GRASS SEED	270.00
5323	LANDSCAPING SUPPLIES	POTSIE'S INC.	TOPSOIL	110.00
<u>Program Total</u>				<u>907.14</u>
<b>Fund Total</b>				<b>124,113.00</b>



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 601 - MEDICAL SELF INSURANCE**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 60112010 -MEDICAL SELF INS FUND</b>				
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	LOCAL 150 - SINGLE	5,412.33
5232	LOCAL 150 HEALTH INS PREM	MIDWEST OPERATING ENG L/150	LOCAL 150 - FAM	24,665.85
5218	MEDICAL ADMINISTRATION FE	EMPLOYEE BENEFITS CORPORATION	FLEX PLAN ADMINISTRATION	432.85
<u>Program Total</u>				<u>30,511.03</u>
Fund Total				30,511.03



**Village of Lake Zurich**  
**Semi-Monthly Warrant Report**  
**June 3, 2013**

Report Run Date: 5/28/2013

**Fund: 710 - PERFORMANCE ESCROW**

Account Code	Account Title	Vendor Name	Payable Description	Payment Amount
<b>Program: 710 -PERFORMANCE ESCROW</b>				
2509	DEVELOPER DEPOSITS	SCHROEDER, MICHAEL	REFUND ALL BUT 10% OF ESC	43,838.00
2501	BUILDING DEPOSITS	GERE MARIE CORPORATION	BLD REF-1275 ENSELL	500.00
2501	BUILDING DEPOSITS	DIGITAL VENTURES CORPORATION	BLD REF-584 W. RT 22	100.00
2501	BUILDING DEPOSITS	MARIO CANTE EXCAVATING INC	BLD REF-1162 FLEX CT	250.00
2528	VH CABLE TV EQUIP REPL	CHRISTOPHER W. WAGNER	FINAL - A/V UPS SYSTEM	623.00
2501	BUILDING DEPOSITS	SCHROEDER, JOEL R/SARA	BLD REF-723 EDELWEISS	100.00
2501	BUILDING DEPOSITS	HAYES, SUSAN	BLD REF-158 LIONS CT	50.00
2501	BUILDING DEPOSITS	AK BUILDERS INC	BLD REF-779 HANDLEY	100.00
2528	VH CABLE TV EQUIP REPL	CAPITAL ONE NATIONAL ASSOCIATION	TV - BOARD ROOM	2,024.97
2501	BUILDING DEPOSITS	BRADNIC BUILDERS INC.	BLD REF-340 E. RT 22	500.00
2501	BUILDING DEPOSITS	ROSS, TODD	BLD REF-1192 THORNDAL	100.00
2501	BUILDING DEPOSITS	KARTHEISER, JEFFREY	BLD REF-665 WATERFORD	100.00
2501	BUILDING DEPOSITS	AARON & TRECKER HEATING & A/C	REFUND BUILDING PERMIT FE	50.00
2510	STREET OPENING DEPOSITS	R. EDGE GROUP LLC	ST OPNG - 5 RED HAW	2,500.00
2501	BUILDING DEPOSITS	GILKEY WINDOW COMPANY	BLD REF-549 BRAEMAR	50.00
2510	STREET OPENING DEPOSITS	HENDERSON, TIMOTHY	ST OPNG-311 COUNTRY C	1,000.00
2501	BUILDING DEPOSITS	HAUGER, JOHN	BLD REF-214 FAIRWAY	50.00
2501	BUILDING DEPOSITS	CHASERS SPORTS BAR & GRILL	BLD REF-830 S RAND	500.00
<u>Program Total</u>				<u>52,435.97</u>
<u>Fund Total</u>				<u>52,435.97</u>



# YTD Vendor Payments - FY14

Date: 5/28/2013

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
5353	A S C A P	327.00	327.00
18	AARON & TRECKER HEATING & A/C	115.00	165.00
995	ADAMS STEEL SERVICE INC.	164.40	1,208.08
32601	AIRGAS NORTH CENTRAL	128.72	257.44
99651	AK BUILDERS INC	100.00	100.00
3063	ALBARRAN, LUIS	6,666.67	13,333.34
6082	AUTO-OWNERS LIFE INSURANCE CO.	878.50	878.50
8390	BATTERIES PLUS	78.16	146.95
8850	BELL FUELS INC.	11,873.77	41,025.28
10596	BRADNIC BUILDERS INC.	500.00	500.00
11750	BURRIS EQUIPMENT COMPANY	347.78	347.78
12797	CAPITAL ONE NATIONAL ASSOCIATION	2,024.97	2,170.67
99632	CHASERS SPORTS BAR & GRILL	500.00	500.00
91948	CHRISTOPHER W. WAGNER	1,100.50	2,967.02
14252	CINTAS CORPORATION LOC. 355	212.44	759.14
14650	CLARKE ENVIRON MOSQUITO MGMT	9,570.00	9,570.00
14760	CLIFFORD-WALD	50.00	100.00
14800	CMRS - POSTAGE BY PHONE	3,500.00	5,500.00
15258	COMCAST CABLE	178.88	587.52
15271	COMMONWEALTH EDISON	103.37	1,731.59
15278	COMMUNITY SEWER & SEPTIC	67.00	134.00
15390	CONSERV FARM SUPPLY	965.49	965.49
16070	CRESCENT ELECTRIC SUPPLY CO.	388.82	704.09
99649	DIGITAL VENTURES CORPORATION	100.00	100.00
20820	ECHO INC.	120.76	120.76
23225	ELEGANT EMBROIDERY/MELON INK	295.00	639.00
23830	EMPLOYEE BENEFITS CORPORATION	432.85	1,934.55
75333	ENCOMPASS MED & SPEC GASES LTD	100.80	100.80
27360	FANCSALSKI CSR, RDR, JOYCE	150.00	150.00
27515	FASTENAL COMPANY	457.37	1,082.14
28260	FINLON, KEVIN	56.94	56.94
28326	FIRE INVESTIGATOR STRIKE FORCE	30.00	150.00
30240	GALL'S INC.	592.88	2,252.84
30790	GERE MARIE CORPORATION	500.00	500.00
30952	GFOA	190.00	190.00
31332	GILKEY WINDOW COMPANY	50.00	50.00
30953	GLOBAL EMERGENCY PRODUCTS INC.	649.49	6,294.58
32080	GOVTEMPSUSA, LLC	2,646.00	7,178.50
32395	GRANICUS	1,020.00	2,040.00
35035	HAUGER, JOHN	50.00	150.00
99654	HAYES, SUSAN	50.00	50.00
35692	HENDERSON, TIMOTHY	1,000.00	1,000.00
37025	HOME DEPOT	572.41	786.09
41833	IL EPA	65,107.30	65,107.30
41784	IL FIRE CHIEFS ASSOCIATION	250.00	250.00
41835	IL TAX INCREMENT ASSOCIATION	650.00	650.00
42392	INTERNATIONAL FIRE EQUIPMENT	216.84	634.22
3667	J P MORGAN CHASE BANK, N.A.	27.47	48.37



# YTD Vendor Payments - FY14

Date: 5/28/2013

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
47675	JUMBOPOSTCARD.COM, INC	75.00	100.00
99335	KARTHEISER, JEFFREY	100.00	100.00
48745	KELLER-HEARTT OIL	88.00	88.00
48758	KELLY, LEA	579.00	579.00
49172	KIESLER POLICE SUPPLY, INC.	326.76	3,323.25
49340	KIP AMERICA INC	260.81	521.62
50265	KOVACH, VERONICA L	18.00	72.00
51253	LAKE COUNTY FIRE CHIEFS ASSOCIATION	275.00	275.00
51258	LAKE COUNTY PUBLIC WORKS DEPT.	53,790.00	550,128.39
51810	LEADINGIT SOLUTIONS	2,863.00	2,863.00
52150	LEROY'S LAWN EQUIPMENT	12.12	2,324.67
54164	MABAS DIVISION IV	5.00	5.00
99648	MARIO CANTE EXCAVATING INC	250.00	250.00
70060	MARTIN PETERSEN COMPANY	327.00	2,339.42
66731	METRO DOOR & DOCK, INC	2,446.50	4,549.00
57045	MIDWEST OPERATING ENG L/150	30,078.18	30,078.18
76850	MIDWEST TENNIS PROGRAM, LLC	4,442.86	4,442.86
58269	MORTON SALT, INC	3,835.86	35,403.69
59175	MUSIC IN THE BOX	351.00	351.00
59770	NAPA AUTO PARTS	153.49	1,370.59
61205	NORTHEAST MULTI-REGIONAL TRNG.	4,590.00	4,765.00
61210	NORTHERN IL POLICE ALARM SYSTEM	50.00	4,555.00
66520	O'REILLY AUTOMOTIVE STORES, INC	70.56	192.07
695	OTIS ELEVATOR COMPANY	800.82	800.82
68771	PADDOCK PUBLICATIONS INC.	43.00	43.00
70035	PERSONNEL STRATEGIES, LLC	500.00	1,000.00
70254	PETTY CASH - POLICE DEPARTMENT	189.93	189.93
70901	PITNEY BOWES - LEASE	59.00	118.00
70902	PITNEY BOWES - SUPPLIES	104.05	104.05
71470	POTSIE'S INC.	330.00	330.00
59871	PRAIRIE INTERNATIONAL	560.87	560.87
56519	PRIORITY DISPATCH	2,265.00	2,265.00
99633	R. EDGE GROUP LLC	2,500.00	2,500.00
73210	RADICOM INC.	382.50	1,851.50
73661	RED WING SHOE STORE	154.00	656.00
99656	ROBEN, SHERRI/CHRIS	355.00	355.00
99634	ROSS, TODD	100.00	100.00
76143	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	256.42	4,877.55
19400	SCHNEIDER ELECTRIC	1,354.50	1,354.50
99591	SCHROEDER, JOEL R/SARA	100.00	100.00
MB000009	SCHROEDER, MICHAEL	43,838.00	44,120.40
78520	SHERMAN MECHANICAL INC	1,294.50	1,294.50
8387	SHORE POWER INC	445.43	445.43
81070	STAPLES BUSINESS ADVANTAGE	311.20	700.96
81921	STREICHER'S, INC	97.00	209.89
82073	SUBURBAN LABORATORIES INC.	220.50	666.50
54419	THE UPS STORE	9.95	49.93
77970	TYCO INTEGRATED SECURITY LLC	102.16	2,364.16



---

---

**YTD Vendor Payments - FY14**

---

Date: 5/28/2013

Vendor Number	Vendor Name	Current Payment	YTD Amount Paid
88115	UNIFORMITY INC.	692.65	3,383.59
88855	US BANK EQUIPMENT FINANCE	1,265.25	2,530.50
99497	VORMITTAG, PAUL	1,945.00	2,218.18
92580	WAUCONDA BOAT INC.	985.97	1,139.57
93160	WEST PUBLISHING GROUP	787.80	925.25
93900	WICKSTROM FORD	538.55	1,976.36
97980	YUNDT, MARTIN	19.50	19.50
98490	ZEE MEDICAL SERVICE COMPANY	87.36	87.36
Report Total:		<u>282,841.63</u>	





**VILLAGE OF LAKE ZURICH**  
**Board Of Fire & Police Commissioners**  
200 Mohawk Trail  
Lake Zurich, IL 60047

The regularly scheduled meeting of the Board of Fire and Police Commission was held on April 16, 2013 at the Lake Zurich Police Department, 200 Mohawk Trail, Lake Zurich, Illinois.

**Call to Order:**

The meeting was called to order at 5:05 pm by Commissioner Chairman Kelly. The following members were present: Commission Chairman Kelly; Commissioner Reck; Commissioner Grooms; Police Chief Finlon; Fire Chief Wheelock; Office Manager Chesser; and Office Manager Kauffman.

**Absent:**

None

**Others Present:**

None

**Approval of Minutes:**

Commissioner Grooms motioned to approve the minutes of the February 19, 2013 meeting, seconded by Commissioner Reck. All ayes. Motion was approved by voice vote.

**Communications:**

None

**Pending Business**

**Fire:**

No pending business.

**Police:**

Update on Disciplinary issue - Chief Finlon explained Officer TeRonde is back to work. It is conditional.

**New Business**

**Fire:**

Chief Wheelock announced that two Firefighter/Paramedic candidates have now been sent to the Police Department for background checks. One of those background checks has been completed. Chief Finlon said he would inquire on the status of the second background check. Chief Wheelock also discussed that Doug Erb, the newest FF/PM, began work on April 8 and he is in the second week of his Orientation. There was also discussion of possible upcoming personnel changes including some possible retirements later this year.

**Police:**

No new business





VILLAGE OF LAKE ZURICH  
Board Of Fire & Police Commissioners  
200 Mohawk Trail  
Lake Zurich, IL 60047

**Adjournment:**

There being no further business to come before the Board, Commissioner Reck made a motion to adjourn and it was seconded by Commissioner Grooms. All ayes. Motion carried by voice vote. Meeting adjourned at 5:20 pm.

John H. Kelly  
Chairman

5-21-13  
Date

Submitted by: Diana Chess  
Recording Secretary



# June 2013

## VILLAGE OF LAKE ZURICH MEETINGS Village Hall Board Room, 70 E. Main Street

S	M	W	T	F	S
5	6	7	8	9	10
12	13	14	15	16	17
19	20	21	22	23	24
26	27	28	29	30	31

S	M	W	T	F	S
1	2	3	4	5	6
8	9	10	11	12	13
14	15	16	17	18	19
20	21	22	23	24	25
26	27	28	29	30	31

1							
2	3	4	5	6	7	8	
	7:00 PM Board Meeting	6:30 PM Tree Comm, 505 Telser Rd.					
9	10	11	12	13	14	15	
		6:30 PM Park & Rec. mtg.	6:30 PM CPAC Conf room		Flag Day		
16	17	18	19	20	21	22	
	7:00 PM Board Meeting	5:00 PM Fire & Police Comm, 200 Mohawk Trl.	7:00 PM Plan Comm. mtg.	7:30 PM Zoning Board of Appeals			
23	24	25	26	27	28	29	
30							



70 E. Main Street  
Lake Zurich, IL 60047



**AGENDA ITEM**

**10A**

Phone: (847) 438-5141

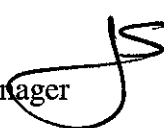
Fax: (847) 540-1768

Web: [www.volz.org](http://www.volz.org)

## MEMORANDUM

Date: May 29, 2013

To: Mayor and Board Members

From: Jason T. Slowinski, Village Manager 

Subject: Bi-Weekly Reports from Operating Departments

---

Attached are bi-weekly Status and Information Reports from the Village's main operating departments.

If you have any questions regarding the items mentioned in the attached reports, please feel free to contact my office.

w/ Attachments: Department Bi-Weekly Reports



VILLAGE OF LAKE ZURICH  
OFFICE OF THE VILLAGE MANAGER  
BI-WEEKLY STATUS AND INFORMATION REPORT

**Police Department**

*May 24, 2013*

I. Program/Project Management

A. Major Programs/Projects Started

- **Review and Amendment of Tow Agreement** – The Department is reviewing the current tow agreement and developing an amended agreement that addresses concerns of current operators. This will require an amendment to Village ordinance. The letter is now in draft form.
- **Police-Community Interaction Survey/University of Illinois at Chicago** – The Department received the second report related to this project. The evaluation of Department personnel based on the requested surveys indicates that Department personnel are performing above the average of all Departments participating in this survey. We have received information that this project would be extended due to UIC receiving additional grant funding. To date, the Department has sent out 3,628 requests to individuals that have had interaction with Department personnel to participate in the survey.
- **Citizen Police Academy** – The dates for the next Citizen Police Academy have been identified. The program will be presented between September 10<sup>th</sup> through November 12<sup>th</sup>, 2013. This program was canceled the last two years due to lack of enrollment.

B. Major Programs/Projects Completed

- **Freedom of Information Inquiries** - The Department received 10 Freedom of Information Inquiry requests from May 12th until May 24th, 2013 for a year-to-date total of 124.
- **Lexis-Nexis Crash Reporting** – Lake County ETSB is currently evaluating this software before it is installed on Department mobile data computers to determine if there are any potential conflicts.

II. Financial Management

A. The Department continues to monitor current expenditures.

- B. On May 24<sup>th</sup>, the main police radio network antenna was replaced by Radicom [located on the Stann Tower on Fairfield Rd.] in an effort to improve the transmit performance of this radio frequency. Radicom determined that it was not necessary to replace 225 feet of cable.

III. Personnel Management

A. Recruitments, Terminations, Layoffs, Retirements, Disciplinary Actions

- A candidate has been identified for the vacant telecommunicator position after the candidate submitted to job-related testing and a panel interview. The candidate has previous police dispatch experience.



- B. Claims filed against the Village (e.g. workers compensation, EEOC, IDHR, union grievances, non-union complaints, unfair labor practices, etc.)
- On May 15<sup>th</sup>, a Labor-Management Meeting was conducted with sworn personnel. Several matters regarding Quartermaster and officer performance were discussed.
- C. Major Absences (e.g. workers compensation, medical leaves, disability leaves, FLSA, or FMLA leave) and Light Duty Assignments
- A Patrol Officer, previously assigned on FMLA, has been assigned light duty due to shoulder surgery which was not duty related.

IV. Other Noteworthy Matters

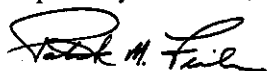
A. Major Departmental Accomplishments/Activities

- **Trustee Tours** – On May 22<sup>nd</sup>, newly elected trustees were provided an overview of Department operations/structure and a tour of the facility.
- **CERT Breakfast** – Members of the Department attended the CERT Breakfast on May 19<sup>th</sup>.

B. Other

- On May 14<sup>th</sup>, Commander Quinones met with representatives with “A Safe Place” to discuss providing bi-lingual services to victims of domestic violence.
- On May 16<sup>th</sup>, Chief Finlon participated in a College of Lake County – Tech Campus meeting regarding the High School Intern Program. There was discussion concerning the needs of the program.
- On May 21<sup>st</sup>, Chief Finlon was invited to represent the Lake County Chiefs of Police Association and attend a Lake County States Attorney’s Office Overdose Task Force.
- On May 22<sup>nd</sup>, Chief Bero, Island Lake PD, toured the Lake Zurich 9-1-1 Dispatch Center and Firearms Range.
- On May 22<sup>nd</sup>, three Sarah Adams students were given a ride to school due to participation in the Sara Adams PTO fundraiser.
- Chief Finlon attended both a Family Violence Coordinating Council and the Lake County Domestic Violence Council meeting.
- The Police Explorers have been very active in May. This group is coordinated by Sgt. Johnson, Midnight Shift Supervisor. The group participated in the following:
  1. May 5<sup>th</sup> at the Special Olympics Event
  2. May 11<sup>th</sup> at the Elia Area Library Recycling Event
  3. May 25<sup>th</sup> at the Hawthorn Woods Bicycle Rodeo at the Community Park
  4. May 26<sup>th</sup> at the Lake Zurich high School Graduation
  5. May 27<sup>th</sup> at the Memorial Day Parade.

Respectfully Submitted,



Patrick M. Finlon  
Chief of Police  
May 28, 2013



VILLAGE OF LAKE ZURICH

FIRE / RESCUE AND EMERGENCY MANAGEMENT

BI-WEEKLY STATUS AND INFORMATION REPORT

May 24, 2013

05/12- 05/25

I. Program/Project Management

A. Major Programs/Projects Started

- The Deputy Fire Marshal is working with the Village team in reviewing the Block A development proposal and addressing fire concerns as needed.
- Plan reviews are underway for a number of large scale developments including the Marianos and a new retail center in Deer Park.

B. Major Programs/Projects Completed

II. Financial Management

III. Personnel Management

A. Recruitments, Terminations, Layoffs, Retirements, Disciplinary Actions, Status

- Resumes are being reviewed for the positions that have been posted for the fire department.
- Two candidates for FF/PM are at the final phase of testing prior to job offers. These would fill two slots currently open, including the pending retirement on June 9<sup>th</sup>.

B. Claims filed against the Village (e.g. workers compensation, EEOC, IDHR, union grievances, non-union complaints, unfair labor practices, etc.)

C. Major Absences (e.g. workers compensation, medical leaves, disability leaves, FLSA, or FMLA leave) and Light Duty Assignments

- 1 LT/PM that has gone onto Work Comp due to an injury on a call. He is expected back by early June.
- 1 LT/PM & 2 FF/PM have filed duty disability pension paperwork.

IV. Other Noteworthy Matters

- The CERT held their annual fundraiser at station 1 on Sunday the 19<sup>th</sup>. No numbers yet but the crowds were good.
- We Responded to Fires in Palatine and Lincolnshire over the past two weeks.



- The department participated in a county wide Fire Expo held at Gurnee Mills Shopping Center. The Deputy Fire Marshal and Pub Ed team members along with some fire explorers attended the event.
- Chief Wheelock attended a quarterly meeting at Northwest Community Hospital to review current issues regarding the EMS system. This included drug shortages, new Federal Regulations, New State of Illinois rules and future issues facing EMS.
- We completed an orientation meeting with the three new trustees.
- Chief Wheelock and Deputy Chief Golubski attended the spring Illinois Fire Chief's symposium.
- The Monthly Fire District meeting was held on May 13<sup>th</sup>. Plans are underway to try and set up a meeting between the District President and Village personnel.

Respectfully Submitted,

*David P Wheelock*

Fire Chief / Emergency Management Director

Date: May 24, 2013



VILLAGE OF LAKE ZURICH  
PUBLIC WORKS DEPARTMENT  
BI-WEEKLY STATUS AND INFORMATION REPORT  
5/12/13 – 5/25/13

I. Program/Project Management

A. Major Programs/Projects Started

- Framework is complete on Engine 3210 and compartment work has begun. On schedule for 07/01/13 completion target date.
- Motorcycles have been serviced and ready for summer.
- Police Boat has been serviced and is on the lake.
- The landscape contract bid was opened on 5/24/13. One company submitted a bid – Seebert Landscaping - \$155,098.80.
- a. Public Works will be maintaining/mowing Village properties until landscape contract has been finalized.
- Construction has begun for the Community Services Department improvements at 505 Telser Rd.
- Annual beach, park, spray ground facility maintenance has begun. Anticipated to be completed before Memorial Day opening.
- The Skate Park at Paulus Park is being rehabilitated due to stress from heavy use and weather. This project is anticipated to be completed by 6/1/13.
- In the Sparrow Ridge subdivision, Public Works is reconstructing all failing storm structures due to deterioration. This project is anticipated to be completed by the end of May.
- During last month's storm, Deerpath Road had extensive damage to the flow control structure. Public Works is exploring solutions with the Engineering Consultant to restore the area. It is being evaluated for funding for federal assistance from FEMA.

B. Major Programs/Projects Completed

II. Financial Management

A. Revenue Enhancements

B. Revenue Shortfalls/Variances

C. Capital Equipment/Improvement Expenditures



### III. Personnel Management

- A. Recruitments, Terminations, Layoffs, Retirements, Disciplinary Actions
- B. Claims filed against the Village (e.g. workers compensation, EEOC, IDHR, union grievances, non-union complaints, unfair labor practices, etc.)
- C. Major absences (e.g. workers compensation, medical leaves, disability leaves, FLSA, or FMLA leave) and Light Duty Assignments
  - Utilities Maintenance Worker 1 will be absent (Worker's Compensation) through June 11, 2013 recovering from a broken ankle.

### IV. Other Noteworthy Matters

- A. Major Departmental Accomplishments/Activities
  - Lawn restorations started. Restoration required due to water main repairs that occurred over the last six months.
  - Hydrant repairs started. Repairs required based on issues during hydrant flushing.
  - Replaced two curb stops that required excavations during this reporting period.
- B. Major Unanticipated, Unbudgeted Items Affecting Operations
  - Failed RSR lift station (Honey Lake Road) pump taken to HydroAire for repair estimate.
- C. Other

Respectfully Submitted,

Michael Brown



VILLAGE OF LAKE ZURICH

FINANCE DEPARTMENT

BI-WEEKLY STATUS AND INFORMATION REPORT

As of May 24, 2013

I. Major Program/Project Management

- a. IMRF AUDIT: Staff is working diligently to wrap up the last remaining items identified in the recent audit by IMRF. Any items requiring board action will most likely be brought before the board in June.
- b. VILLAGE AUDIT:
  - i. Preliminary Fieldwork: The auditors have completed preliminary fieldwork. They conducted the majority of required interviews with key staff members and will be sending a survey out to all board members to complete the interviews. The auditors were complimentary of staff in how prepared the village was for their visit.
  - ii. Preparation: The auditors are scheduled to return in mid-July for two weeks of intense fieldwork. Staff will be working tirelessly for the next six weeks to ensure we are ready for their questions and analysis. The final report will be presented to the board either late September or early October.

II. Financial Management

- MONTHLY FINANCIAL REPORT: April's preliminary financial report will be presented at the June 17th board meeting. Final numbers for fiscal year 2012/13 will not be available until the audit is complete, at which time the Comprehensive Annual Financial Report will be presented to the Board.

III. Other Items of Note

- ACCOUNTING SUPERVISOR: Our top candidate has accepted our offer for the accounting supervisor position. Miriam Hernandez will be starting with the village on Thursday, June 6<sup>th</sup>. She comes to Lake Zurich with experience from three other municipalities and will be a great addition to our team. She will mostly be handling the responsibilities formerly assigned to the Assistant Finance Director position, including supervising financial reporting, payroll, and other department areas.

Respectfully Submitted,

*Jodie K. Hartman*

---

Director of Finance

Date: 5/28/13