



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

October 4, 2021
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

OCTOBER 4, 2021
07:00 PM
AGENDA

1. CALL TO ORDER

2. ROLL CALL

Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Mary Beth Euker, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider.

3. PLEDGE OF ALLEGIANCE

4. PUBLIC COMMENT

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

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

- Proclamation Honoring Betty Harrison upon Her Retirement from the Village of Lake Zurich After 21 Years of Public Service
- Proclamation Declaring October 3 -- October 9, 2021 as Fire Prevention Week

6. CONSENT AGENDA

(These titles will be read by the Village Clerk and approved by a single Roll Call Vote. Any item may be pulled from the Consent Agenda for discussion by any member of the Board).

A. Approval of Minutes of the Village Board Meeting, September 20, 2021

Attachment: [6a.pdf](#)

B. Approval of Semi-Monthly Warrant Register Dated October 4, 2021 Totaling \$1,689,271.96

Attachment: [6b.pdf](#)

C. Agreement with Thompson Elevator Inspection Service, Inc. for Inspection Services Related to Elevators and Other Lift Equipment in the Village of Lake Zurich

Summary: The Village of Lake Zurich contracts with Thompson Elevator Inspection Services (TEIS) for routine code inspections of elevators. Effective January 1, 2022, the proposed contract would shift all invoice and billing responsibilities to TEIS staff and make the second annual inspection optional for property owners, potentially reducing the amount local businesses spend on elevator inspections by 50%.

Attachment: [6c.pdf](#)

D. Ordinance Approving a Special Use Permit for Lake County Stars Baseball Program at 363 Enterprise Parkway (Assign Ord. #2021-10-435)

Summary: Lake County Stars Baseball Program is seeking a Special Use Permit for a baseball instruction and training facility at 363 Enterprise Parkway, located within the Village's I - Industrial Zoning District. The subject property would use a 14,480 square-foot portion of the existing 47,864 square-foot industrial building.

The Planning and Zoning Commission held a public hearing on September 15, 2021 to consider the application and voted 4-0, with 2 abstentions, in favor of recommending approval, subject to the conditions outlined in the proposed Ordinance.

Attachment: [6d.pdf](#)

E. Ordinance Approving a Special Use Permit for Chicago Badminton Academy at 570 A Telser Road (Assign Ord. #2021-10-436)

Summary: Chicago Badminton Academy, LLC is seeking a Special Use Permit for an indoor badminton sports training center at 570 A Telser Road, located within the Village's I - Industrial Zoning District. Unit A is a 14,272 square-foot portion of the existing 69,916 square-foot industrial building.

The Planning and Zoning Commission held a public hearing on September 15, 2021 to consider the application and voted 6-0 in favor of recommending approval, subject to the conditions outlined in the proposed Ordinance.

Attachment: [6e.pdf](#)

7. OLD BUSINESS - None at this time.

8. NEW BUSINESS

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

A. Collective Bargaining Agreement between the Village of Lake Zurich and the Professional Firefighters of Lake Zurich Local 3191 Affiliated with the International Association of Firefighters (Trustee Euker)

Summary: The collective bargaining agreement with the International Association of Firefighters Local 3191 expired December 31, 2020. The Village of Lake Zurich has been in negotiations with the IAFF regarding a successor contract. In September of 2021, members of the IAFF accepted a new four-year contract. The proposed contract is retroactive to January 1, 2021 and includes annual cost of living salary adjustments of 2.5% for each year during the four-year contract, among other contract revisions outlined in the staff memo.

Recommended Action: A motion to approve the Collective Bargaining Agreement dated January 1, 2021 between the Village of Lake Zurich and the Professional Firefighters of Lake Zurich Local 3191 Affiliated with the International Association of Firefighters

Attachment: [8a.pdf](#)

9. TRUSTEE REPORTS

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

10. VILLAGE STAFF REPORTS

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

11. ADJOURNMENT

UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH
Board of Trustees
70 East Main Street



AGENDA ITEM

6A

Monday, September 20, 2021 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Greg Weider. Trustee Mary Beth Euker and Trustee Jonathan Sprawka were absent and excused. Also in attendance: Village Manager Ray Keller, Village Atty. Scott Uhler, Management Services Dir. Michael Duebner, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Asst. to the Village Manager Kyle Kordell.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**

Nickolay Bogdnov, 688 Sheridan Ct., addressed the Board on Agenda Item #6D and E, the Village rental properties and the new rents; Agenda Item #6F on ticketing for lack of a seat belt and he stated that the police need to be elsewhere; he requested that the meeting agendas be available before the Friday before the meeting.

Eric Dubiel, 25 N. Pleasant Road, addressed the Board on his belief that there is sleight-of-hand occurring with the Budget process; sale sign on Block A; raising of fees; need for more responsibility on the Board.
5. **PRESIDENT'S REPORT / COMMUNITY UPDATE**

Mayor Poynton reported on the recent Rock The Block event, he thanked the many sponsors and asked residents to support these businesses. He thanked the businesses on Main Street for the use of their parking lots, the RTB committee and the 70+ volunteers. The Mayor reminded residents that it was a free event with food and beverages available for purchase and costs were covered by sponsors and beverage sales.
6. **CONSENT AGENDA**
 - A. Approval of Minutes of the Village Board Meeting, September 7, 2021
 - B. Approval of Semi-Monthly Warrant Register Dated September 20, 2021 Totaling \$666,102.60
 - C. Contract between the Village of Lake Zurich and Alpine Automotive for Towing Services

Summary: A request for qualifications for police towing services was conducted in February 2021, which resulted in responses from A-Express Towing & Recovery in Palatine and Alpine Automotive in Lake Zurich. Alpine Automotive is located on Ensell Road in the Lake Zurich industrial park. Alpine is the

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Village's current police tow contractor and has provided excellent service for many years

The Village is recommending a renewed agreement with Alpine Automotive based on many years of satisfaction with its current level of service, along with lower proposed fees in most categories.

D. Ordinance Approving Lease by the Village of Lake Zurich for My Flavor It! Place at 10 East Main Street ORD. #2021-09-432

Summary: The lease between the Village of Lake Zurich and My Flavor It! Place expired at the end of 2019, when the annual incremental adjustments to rent also stopped. The Village chose to freeze the rent at that point as a way to help support small businesses along Main Street during the difficult pandemic environment. The long-term tenant My Flavor It! Place has agreed to the revised three-year lease with incremental adjustments to rent year each January 1st.

E. Ordinance Approving Lease by the Village of Lake Zurich for Johnny's Shoe Repair at 8 North Old Rand Road ORD. #2021-09-433

Summary: The lease between the Village of Lake Zurich and Johnny's Shoe Repair expired at the end of 2019, when the annual incremental adjustments to rent also stopped. The Village chose to freeze the rent at that point as a way to help support small businesses along Main Street during the difficult pandemic environment. The long-term tenant Johnny's Shoe Repair has agreed to the revised three-year lease with incremental adjustments to rent year each January 1st.

F. Ordinance Amending Chapter 4 Entitled "Vehicle Operation" of Title 6 Entitled "Traffic Code" of the Lake Zurich Municipal Code to Include Failure to Wear a Seat Belt and Amending Title 13 Entitled "Comprehensive Fee Schedule" ORD. #2021-09-434

Summary: The proposed Ordinance adds violations of seat belt laws to the Village Code, authorizing Lake Zurich police officers to issue local ordinance tickets for observed seat belt violations. Based on 2019 Illinois statute fines, Staff recommends a \$50 fine for local seat belt violations.

Trustee Bobrowski asked for more information on Agenda Item #6F and Chief Husak explained the law and fines, \$50 whereas the State's fine is \$164. Further information was provided by Village Manager Keller.

Recommended Action: A motion was made by Trustee Weider, seconded by Trustee Bobrowski, to approve the Consent Agenda as presented.

AYES: 4 Trustees Bobrowski, Gannon, Spacone, Weider.

NAYS: 0

ABSENT: 2 Trustees Euker, Sprawka.

MOTION CARRIED.

7. OLD BUSINESS

None at this time.

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8. NEW BUSINESS

A. Courtesy Review with Justice Cannabis Company for Proposed Bloc Recreational Cannabis Dispensary at 676 South Rand Road

Summary: Justice Cannabis Company is proposing to open a Lake Zurich adult-use recreational dispensary at the former TGI Friday's restaurant at 676 South Rand Road, pending Special Use Permit authorization from the Village Board. Botavi Wellness, LLC, doing business as Justice Cannabis Company with the store brand Bloc Dispensary, received four State licenses during the lotteries that were conducted during summer 2021.

In December 2020, the Village Board approved zoning regulations to allow cannabis dispensaries via a Special Use Permit in non-residential zoning districts and to formalize restrictions on the location, design and operations of such businesses. A Special Use Permit can only be issued via Ordinance by the Village Board after a Public Hearing process at the Planning and Zoning Commission.

The cannabis zoning regulations approved by the Board in December 2020 require cannabis dispensaries to be a minimum of 500 feet from a school, library, day care or group home; 250 feet from a park, and 1,500 feet away from another dispensary. The subject property at 676 South Rand Road meets all of these zoning criteria.

The zoning regulations include references to the applicable State statutes that apply to this highly-regulated industry, such as security, storage and transportation requirements. The ordinance also references the State statute for hours of operation, which are currently set at 6:00 AM to 10:00 PM.

Lake Zurich's 3% local sales tax on the gross receipts generated from this recreational dispensary is expected to generate \$200,000 - \$360,000 in new tax revenue, which is roughly equal to the \$350,000 in annual sales tax lost by the Peapod closure in Quarter 1 of 2020.

Justice Cannabis Company intends to appear before the Planning and Zoning Commission at a Public Hearing in October or November 2021.

Asst. to the Village Manager Kyle Kordell gave an overview of the law and the amendments by the Board. He then introduced the team from Justice Cannabis Company, Jon Loevy – company founder; Mitchell Zaveduk – V.P. Real Estate; Craig Krandel – Atty. for Justice Cannabis; Peter Scannell and Dan Tausk – Real Estate Brokers and Greg Winner – Hamilton Partners, owner of the property. Craig Krandel addressed the Board and then gave a PowerPoint presentation of the history of Justice Cannabis company and their proposal. After the presentation there was Public Comment.

PUBLIC COMMENT.

Nickolay Bogdnov, 688 Sheridan Ct., addressed the Board and requested that the Board not rush into a decision on this proposal and work to find a good retailer.

Eric Dubiel, 25 N. Pleasant Road, addressed the Board and stated that the Board was hypocritical as they have changed their opinion of this type of business and the revenue lost by Peapod's move from the State was incorrect.

Jon Loevy, Justice Cannabis, addressed the Board as he responded to some of the comments explaining that many communities took a wait-and-see stance on the Cannabis law.

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The Board then gave their feedback on the proposal. Their questions include the security and the training staff receive; deliveries; kiosks displaying the product; partnering with Dist. #95 and Ela Coalition on drug abuse; employee purchasing; HIPAA issues. Trustee Spacone restated his opposition to this proposal. Atty. Uhler explained that the State tracks purchases and Chief Husak gave more information on the law. Dir. of Community Development Sarosh Saher shared information and Asst. to the Village Manager Kyle Kordell gave the tax percentage on recreational and medical marijuana. Mayor Poynton explained the history of the Board's vote on the marijuana law and there had never been any enquiries about a dispensary. The Mayor asked the representative from Hamilton Partners about any business interested in the property and Mr. Winner said that there had been minimal interest in the property.

Mayor Poynton stated that feedback had been given and the proposal by Justice Cannabis may move to the PZC.

Recommended Action: This is a non-voting item at this time. The developer and Village Staff seek to understand the Board's preferences towards the proposed use at this site.

Feedback was given by the Board.

9. **TRUSTEE REPORTS**

There were none.

10. **VILLAGE STAFF REPORT**

Monthly Data Metric Reports

11. **ADJOURNMENT**

Motion was made by Trustee Weider, seconded by Trustee Spacone, to adjourn the meeting.

AYES: 4 Trustees Bobrowski, Gannon, Spacone, Weider.

NAYS: 0

ABSENT: 2 Trustees Euker, Sprawka.

MOTION CARRIED.

The meeting adjourned at 8.19pm

Respectfully Submitted by:-

Kathleen Johnson, Village Clerk

Approved by:

Thomas M. Poynton, Village Mayor

Date.

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 10/04/2021
\$1,689,271.96

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 101 GENERAL				
Dept 00000				
101-00000-14101	INVENTORY	CMRS - POSTAGE BY PHONE	POSTAGE REPLENISH A/C	2,000.00
101-00000-15001	PREPAID EXPENDITURES	WEISSMAN DESIGNS FOR D 314-773-9	APA RECITAL COSTUMES	4,500.56
101-00000-21455	BUILDING DEPOSIT PAYABLES	HUNZINGER WILLIAMS AWNING	BD PAYMENT REF - PERMIT #PB21-0755	100.00
101-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	782.83
Total For Dept 00000				7,383.39
Dept 11006 LEGISLATIVE MAYOR & BOARD				
101-11006-51652	TRAINING AND MEETINGS	TST* KOFFEE KUP RESTAU LAKE ZURI	COFFEE W/MAYOR	13.26
101-11006-51652	TRAINING AND MEETINGS	IL MUNICIPAL LEAGUE	ELECTED OFFICIALS CONF-BOBROWSKI	165.00
101-11006-54303	LEGAL NOTICE/PUBLISHING	PADDOCK PUBLICATIONS INC.	SURPLUS SALE OF 224 EAST ROUTE 22	115.00
Total For Dept 11006 LEGISLATIVE MAYOR & BOARD				293.26
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
101-12001-51652	TRAINING AND MEETINGS	BEELOW'S STEAKHOUS LAKE ZURI	MEETING	66.66
101-12001-51652	TRAINING AND MEETINGS	CRUISIN ROUTE 72 GILBERTS	WTR TREATMENT FIELD TRIP	54.25
101-12001-51652	TRAINING AND MEETINGS	JIMMY JOHNS # 770 - E 847-726-2	WTR/SWR MTG	70.11
101-12001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	JR PADS, RUBER BANDS, PAPER	34.99
Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION				226.01
Dept 13001 FINANCE ADMINISTRATION				
101-13001-51654	MEMBERSHIPS & SUBSCRIP	AMERICAN EXPRESS	MEMBERSHIP FEES 2021	75.00
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	JR PADS, RUBER BANDS, PAPER	53.12
Total For Dept 13001 FINANCE ADMINISTRATION				128.12
Dept 17001 TECHNOLOGY ADMINISTRATION				
101-17001-51654	MEMBERSHIPS & SUBSCRIP	GMIS ILLINOIS	ANNUAL MEMBERSHIP	200.00
101-17001-52118	SOFTWARE MAINTENANCE	FS *barebones 877-32789	TEXT EDITOR MAINT.	31.86
101-17001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - SEP/OCT	4,496.56
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE	119.50
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FINANCE COPIER LEASE	192.31
Total For Dept 17001 TECHNOLOGY ADMINISTRATION				5,040.23

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Dept 24001 POLICE ADMINISTRATION				
101-24001-51652	TRAINING AND MEETINGS	NJ CRIMINAL INTERDICTION LLC	TRAINING - KOURTEV	199.00
101-24001-51652	TRAINING AND MEETINGS	PETTY CASH - POLICE DEPARTMENT	TRNG RM SUPPLIES - COFFEE & CREAMER	59.36
101-24001-51654	MEMBERSHIPS & SUBSCRIP	LAW ENFORCEMENT RECORDS MGRS.OF IL	RECORDS GROUP - ANNUAL DUES BIONDO	40.00
101-24001-51655	EMPLOYEE RECOGNITION	PETTY CASH - POLICE DEPARTMENT	FLAG BOXES & STONE RETIREMENT CARD	65.85
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	SHARPS REMOVAL - OCT	29.13
101-24001-52701	MAINT-BLDGS & GROUNDS	NATTHEW INC	RECORDS BLINDS	100.00
101-24001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	CABLE - PD	31.47
101-24001-53206	POSTAGE & SHIPPING	PETTY CASH - POLICE DEPARTMENT	RECORDS SUBPOENA MAILING	18.90
101-24001-53207	PRINTING-STATIONERY/FORM	LITTLEDALE, TOM	BUSINESS CARDS - REPL CK #122295	30.00
101-24001-53208	OFFICE SUPPLIES	PETTY CASH - POLICE DEPARTMENT	NOTE PADS	11.77
101-24001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER, FOLDERS	365.87
101-24001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	TAPE	44.97
101-24001-53209	UNIFORMS	BIONDO, LORI	COSTCO REIMB - SHIRTS	32.23
101-24001-53209	UNIFORMS	GALL'S, LLC	GRUNDER - POLOS	124.00
101-24001-53209	UNIFORMS	GALL'S, LLC	SMITH - POLOS	77.44
101-24001-53209	UNIFORMS	SMITH, MELISSA	5.11 REIMB - PANTS	316.80
101-24001-53209	UNIFORMS	SMITH, MELISSA	5.11 REIMB - PANTS	158.40
101-24001-53211	OTHER SUPPLIES	PETTY CASH - POLICE DEPARTMENT	SPACE HEATERS - RECORDS	55.64
101-24001-53211	OTHER SUPPLIES	CALEA	CALEA FLAG	58.50
101-24001-53211	OTHER SUPPLIES	SQ *NATIONAL LAW ENFOR gosq.com	NATIONAL LAW ENFORCEMENT FLAG	84.95
101-24001-53401	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	VINEGAR, SIMPLE GREEN	18.94
101-24001-53401	CUSTODIAL SUPPLIES	WAL-MART #1404 LAKE ZURI	LYSOL SPRAY, CLOROX WIPES, MICROBAN	62.97
101-24001-53401	CUSTODIAL SUPPLIES	VALDES, LLC	TOWELS, TP, TOWEL ROOLS	325.60
101-24001-53407	EQUIP MAINT PART&SUPPLIE	PETTY CASH - POLICE DEPARTMENT	MILO SYSTEM BATTERIES	41.89
		Total For Dept 24001 POLICE ADMINISTRATION		2,353.68
Dept 24210 POLICE OPERATIONS				
101-24210-51652	TRAINING AND MEETINGS	SAFE KIDS WORLDWIDE	CHILD SEAT RECERTIFICATION	55.00
101-24210-52111	OTHER PROFESSIONAL SVCS	LC HEALTH DEPT-ANIMAL CARE & CONTRL	WILD ANIMAL PICKUP	100.00
101-24210-52704	MAINT-EQUIPMENT	ULTRA STROBE COMMUNICATIONS INC	RADAR CERTIFICATIONS	1,015.00
101-24210-53207	PRINTING-STATIONERY/FORM	LITTLEDALE, TOM	BUSINESS CARDS - REPL CK #122295	240.00
101-24210-53209	UNIFORMS	CASCIO, STEVE	SEC AMEND - FIREARM REIMB	1,000.00
101-24210-53209	UNIFORMS	ELEGANT EMBROIDERY INC	HEER - HAT	30.00

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101-24210-53209	UNIFORMS	GALL'S, LLC	BEREZA, SHIRTS	136.24
101-24210-53209	UNIFORMS	GALL'S, LLC	BEREZA - TIE BAR, NAMETAG	45.52
101-24210-53209	UNIFORMS	GALL'S, LLC	HEER - RADIO POUCH	32.50
101-24210-53209	UNIFORMS	GALL'S, LLC	STRUGA - SHIRT, POLO	91.72
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	BRADSTREET - MISC ITEMS	208.95
101-24210-53209	UNIFORMS	SIEBER, ANDREW	OPTICS REIMB - GUN SLIDE, MOUNTING PLATE	415.79
101-24210-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	WET FLOOR SIGNS	34.35
101-24210-53211	OTHER SUPPLIES	BROWNELLS, INC	GUN CLEANING SUPPLIES	861.41
101-24210-53211	OTHER SUPPLIES	PETTY CASH - POLICE DEPARTMENT	MEG - SQUAD CAR GAS	29.45
101-24210-53407	EQUIP MAINT PART&SUPPLIE	PETTY CASH - POLICE DEPARTMENT	BOAT CHARGER	3.86
		Total For Dept 24210 POLICE OPERATIONS		4,299.79
Dept 24230 POLICE CRIME PREVENTION				
101-24230-52111	OTHER PROFESSIONAL SVCS	TRANS UNION LLC	CREDIT CHECKS	75.00
101-24230-53207	PRINTING-STATIONERY/FORM	LITTLEDALE, TOM	BUSINESS CARDS - REPL CK #122295	150.00
		Total For Dept 24230 POLICE CRIME PREVENTION		225.00
Dept 24240 POLICE INTERGOVERNMENTAL				
101-24240-51655	EMPLOYEE RECOGNITION	JIMMY JOHNS # 770 - E 847-726-2	CROSSING GUARD TRG - Luncheon	109.49
		Total For Dept 24240 POLICE INTERGOVERNMENTAL		109.49
Dept 25001 FIRE ADMINISTRATION				
101-25001-51654	MEMBERSHIPS & SUBSCRIP	IL FIRE CHIEFS ASSOCIATION	MEMBERSHIP RENEWAL	200.00
101-25001-51655	EMPLOYEE RECOGNITION	A-1 CLEANERS	TABLE CLOTHES	25.95
101-25001-51655	EMPLOYEE RECOGNITION	ALL AMERICAN GIFTS 760-32793	FLAG CASES	175.90
101-25001-51655	EMPLOYEE RECOGNITION	JEWEL #3485 LAKE ZURI	WATER, CUPS, CREAMER - PROMOTIONS	85.27
101-25001-52701	MAINT-BLDGS & GROUNDS	HASTINGS AIR-ENERGY CONTROL, INC	SERVICE CALL - GRABBER BLADDER 6.25	535.02
101-25001-52701	MAINT-BLDGS & GROUNDS	HASTINGS AIR-ENERGY CONTROL, INC	SERVICE CALL - SENSOR, WIRELESS TRANSP, CC	611.55
101-25001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - SEP/OCT	3,708.00
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, TP, FOIL - STA #1	204.92
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	ALUMINUM FOIL - STA #1	39.99
101-25001-53208	OFFICE SUPPLIES	OFFICE DEPOT	HDMI PIGTAIL - TRAINING COMPUTER	31.99
101-25001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	MOUSE PADS	17.98
101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	BADGES FOR PROMOTIONS - ALL RANKS	1,385.80

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101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	BADGES FOR PROMOTIONS - ALL RANKS	143.95
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	TSHIRT - BOECKMANN	40.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLOS, SHIRTS, SHORTS, SWEATS - REID	267.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HATS, SHIRT, SHORTS - BARTOLI	89.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, SHIRTS, PANTS, SHORTS - RYAN	264.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS, SHIRTS - ERB	133.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - SPATA	60.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	T-SHIRT AND POLOS - HEDQUIST	128.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	TROUSERS, SWEATPANTS, T-SHIRT - WASCOW	193.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS, T-SHIRT, KNIT CAP - HAUTZINGER	174.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRT - KRAUS	60.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLO, HAT, JOB SHIRT - GLASDER	126.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS, SHIRT - KEMPF	150.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS, PANTS, HAT - RAINEY	238.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	TSHIRTS - FUHS	16.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, SHIRTS - NAMEPLATE - CHRISTOPHERSON	421.50
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	GRILL SCRAPER	83.09
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	CFOLDS	29.04
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAPER TOWELS, DETERGENT	158.80
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAPER TOWELS	108.90
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	MOUSE PADS	9.97
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAPER TOWELS	106.50
101-25001-54305	EMPLOYEE EXAMS	BELLALUKES 847-54061	DINNER FOR BOFPC COMMISSIONERS	49.83
101-25001-54305	EMPLOYEE EXAMS	PERSONNEL STRATEGIES, LLC	PRE-EMPLOYMENT ASSESSMENT - FRANO	600.00
101-25001-54305	EMPLOYEE EXAMS	PERSONNEL STRATEGIES, LLC	PSYCHOLOGICAL ASSESSMENT - GIEGOLDT	600.00
101-25001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE	119.50
		Total For Dept 25001 FIRE ADMINISTRATION		11,391.45
Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-51652	TRAINING AND MEETINGS	KLEINHEINZ, ROBERT G	PER DIEM - WISCONSIN INSPECTORS CONFERENCE	125.25
101-25320-51652	TRAINING AND MEETINGS	FIRE PROTECTION PUB 405-744-5	OSFM INSPECTORS CLASS - BOOKS	95.00
101-25320-52707	MAINT-OTHER	HON*ANALYTICS INC. 847-955-8	SCBA TEST BENCH CALIBRATION	850.00
101-25320-53210	SMALL TOOLS & EQUIP	TASK FORCE 1, INC	REPLC EDUCTOR HOSE	131.24
101-25320-53210	SMALL TOOLS & EQUIP	GRAINGER	REFLECTIVE TAPE FOR LADDERS	140.37

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101-25320-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	OZONE GENERATOR - CAPTAINS OFFICE	93.43
101-25320-55254	MACHINERY & EQUIPMENT	MUNICIPAL EMERGENCY SERVICES, INC	FIREQUIP FORESTRY HOSE - WHITE	958.02
		Total For Dept 25320 FIRE FIRE SUPPRESSION		2,393.31
Dept 25330 FIRE EMS				
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - AUGUST 2021	2,970.75
101-25330-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	CASE AND KEYBOARD FOR EMS IPADS	337.86
		Total For Dept 25330 FIRE EMS		3,308.61
Dept 25340 FIRE SPECIAL RESCUE				
101-25340-55254	MACHINERY & EQUIPMENT	AMAZON.COM SALES, INC	DIVE SUPPLIES - AQUA LUNG	50.85
		Total For Dept 25340 FIRE SPECIAL RESCUE		50.85
Dept 25350 FIRE FIRE PREVENTION BUREAU				
101-25350-51652	TRAINING AND MEETINGS	WISCONSIN STATE FIRE INSPECTOR'S AS	INSPECTORS CONF - TUITION	340.00
		Total For Dept 25350 FIRE FIRE PREVENTION BUREAU		340.00
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
101-28001-52111	OTHER PROFESSIONAL SVCS	U S POSTMASTER	USPS MAILING LARGE ENVELOPE	1.20
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLDG PERMIT REVIEWS - MAR 2021	2,667.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	D95 - MAY WHITNEY SCHOOL	1,928.67
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	COMED TDC248 - OAKWOOD	253.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	295 KIM TR	190.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDV CONST - OBS	338.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	4 S SHORE LN	308.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MEADOW WOODS RD PRG - PERMITTING	190.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLDG PERMIT REVIEWS 2021	2,257.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLOCK G - CANTERBURY ESTATES	1,002.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SANCTUARY - SEC US12 N OLD RAND RD DEV	2,344.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDV - HOUSELINE	150.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	COM DEV ENG 2021	295.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	D95 - SARAH ADAMS SCHOOL	1,678.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	KILDEER CROSSINGS SUBDV	2,146.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	525 ENTERPRISE	422.50

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101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	710 N OLD RAND RD	456.00
		Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		16,632.12
Dept 36001 PUBLIC WORKS ADMINISTRATION				
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-10	65.85
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-16	28.60
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-23	28.60
101-36001-52111	OTHER PROFESSIONAL SVCS	AMAZON.COM SALES, INC	ENTRY MAT	49.00
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	INDUSTRIAL INSPECTIONS	2,862.00
101-36001-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	FIRE STA #1 PEST CONTROL - OCT	75.45
101-36001-52701	MAINT-BLDGS & GROUNDS	BUSH, JOHN	CONCRETE BOLLARDS	1,000.00
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	CREDIT - MAT	(76.00)
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-10	117.83
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-16	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-23	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	PD HVAC REPAIR	75.00
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	PD HVAC	75.00
101-36001-53203	TELEPHONE & DATA SVCS	FORCE AMERICA	PW TRUCK DATA PLAN - JUN	140.00
101-36001-53210	SMALL TOOLS & EQUIP	JAY'S BIG ROLLS, INC	HAND TOOLS	234.00
101-36001-53211	OTHER SUPPLIES	MC CANN INDUSTRIES INC.	SAW BLADE	125.86
101-36001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	MASKS	39.80
101-36001-54303	LEGAL NOTICE/PUBLISHING	APWA	EMPLOYMENT ADD	325.00
101-36001-53405	BLDG & GROUNDS SUPPLIES	GRAINGER	FD EXHAUST FAN MOTOR	151.73
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	ELECTRIC WHIP	31.71
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	SINK REPAIR	6.48
101-36001-53405	BLDG & GROUNDS SUPPLIES	RADIANT PARTS, LLC	CO/RAY/VAC FILTERS	211.04
101-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL EMS	DOT TESTING	240.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		5,913.61
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	PAULUS PK PEST CONTROL - OCT	76.40
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	BUFFALO CREEK PEST CONTROL - OCT	70.20
101-36420-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-10	110.58
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	WICKLOW	20.25

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101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	200 S RAND RD	442.61
101-36420-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	TOWN ROPE LIGHTS	212.76
101-36420-53403	LANDSCAPING SUPPLIES	HOME DEPOT CREDIT SERVICES	WASP SPARY	28.35
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	MOUNTING TAPE	60.63
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	GATE HINGES	78.90
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	GLOBE LIGHT POST	131.29
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	BOCCI BALL REPAIR LUMBER	37.64
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	GAS LINE REPAIR	21.30
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PAINT SUPPLIES	84.16
101-36420-53405	BLDG & GROUND MAINT SUPP	SHERWIN WILLIAMS CO	PAINT - GREEN FOR PICNIC TABLES	306.17
101-36420-55254	MACHINERY & EQUIPMENT	THOMAS PUMP CO., INC	SPRAYGROUND PUMP	2,928.00
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		4,609.24
Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-10	61.18
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-16	87.85
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-23	82.12
101-36471-52118	SOFTWARE MAINTENANCE	AMAZON.COM SALES, INC	BOSCH SOFTWARE RENEWAL	1,290.81
101-36471-52118	SOFTWARE MAINTENANCE	AMAZON.COM SALES, INC	CR - BOSCH SOFTWARE	(1,290.81)
101-36471-52118	SOFTWARE MAINTENANCE	AMAZON.COM SALES, INC	BOSCH SOFTWARE RENEWAL	1,458.81
101-36471-52704	MAINT-EQUIPMENT	DRM SERVICES	TIRE MACHINE REPAIR	407.50
101-36471-53206	POSTAGE & SHIPPING	DRM SERVICES	PARTS SHIPPING	26.70
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	SD CARD	14.29
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	REPLACEMENT TPMS TOOL	200.00
101-36471-53210	SMALL TOOLS & EQUIP	PAYPAL *UNIQUETRUCK 402-935-7	REPLACEMENT CODE READER	559.99
101-36471-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAINT	136.28
101-36471-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	RUST INHIBITOR PAINT	144.99
101-36471-53211	OTHER SUPPLIES	AIRGAS USA, LLC	TORCH GAS	135.59
101-36471-53211	OTHER SUPPLIES	LAWSON PRODUCTS INC.	HARDWARE HYDRAULIC FITTINGS	543.83
101-36471-53401	CUSTODIAL SUPPLIES	GRAINGER	STRIPPING PAD	79.64
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	BRAKE PADS	58.88
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	MARKER LIGHT	25.60
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	SWITCH	234.74
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BATTERY	126.99

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101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	CORE CREDIT	(18.00)
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	ACCUMULATOR	31.47
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FUEL CAP	18.49
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	HYDRAULIC FILTER	412.95
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	SPARK PLUG	101.79
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	AIR FILTER	39.96
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BULB	11.20
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	LENS	34.95
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTOR	464.42
101-36471-53406	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	BULB	5.39
101-36471-53406	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER	FILTER	244.98
101-36471-53406	AUTO PARTS & SUPPLIES	AMAZON.COM SALES, INC	RUST INHIBITOR PAINT	133.98
101-36471-53407	EQUIP MAINT PART&SUPPLIE	FIMCO INC	TANK SPRAYER PARTS	51.47
101-36471-53407	EQUIP MAINT PART&SUPPLIE	FIMCO INC	CR - TAX FOR TANK SPRAYER	(3.59)
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ALEXANDER EQUIPMENT CO., INC	CONTROL BAR	483.95
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ATLAS BOBCAT, LLC	COUPLER	179.99
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ATLAS BOBCAT, LLC	COUPLER	40.13
101-36471-53407	EQUIP MAINT PART&SUPPLIE	LAWSON PRODUCTS INC.	HARDWARE HYDRAULIC FITTINGS	648.00
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	CORE CREDIT	(18.00)
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BATTERY	252.96
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	GROMMET	3.46
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BELT	12.47
101-36471-53414	CHEMICALS	LAWSON PRODUCTS INC.	HARDWARE HYDRAULIC FITTINGS	140.16
101-36471-53415	FUELS	BELL FUELS SERVICE CO	FUEL 9/15	7,196.08
101-36471-53418	LUBRICANTS & FLUIDS	MOTOR PARTS & EQUIPMENT CORP	GREASE	30.90
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		14,884.54
Dept 67001 RECREATION ADMINISTRATION				
101-67001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	34.99
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	DISPLAY CASE SHEETS	187.13
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	PICTURE FRAMES	59.00
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	RTB - TOWELS	17.99
101-67001-53212	PROGRAM SUPPLIES	THE PRESTWICK GROUP, INC	BENCH	1,234.00
101-67001-54301	BANK & CREDIT CARD FEES	PLUG N PAY INC 800-945-2	BANK & CREDIT CARD FEES	76.55

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		Total For Dept 67001 RECREATION ADMINISTRATION		1,609.66
Dept 67920 RECREATION SPECIAL RECREATION				
101-67920-52116	SRA PROGRAMS	HOMER INDUSTRIES INC.	PLAYGROUND SURFACING 9-20	1,360.00
		Total For Dept 67920 RECREATION SPECIAL RECREATION		1,360.00
Dept 67935 RECREATION DANCE				
101-67935-52115	RECREATION PROGRAM SVC	WWW.CLISTUDIOS.COM WWW.CLISTU	LESSON PLANS	1,000.00
101-67935-53211	OTHER SUPPLIES	DISCOUNT DANCE SUPPLY 800-451-5	IMPULSE ATTIRE	2,656.67
		Total For Dept 67935 RECREATION DANCE		3,656.67
Dept 67940 RECREATION PRESCHOOL				
101-67940-53212	PROGRAM SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	34.99
		Total For Dept 67940 RECREATION PRESCHOOL		34.99
Dept 67945 RECREATION YOUTH PROGRAMS				
101-67945-52115	RECREATION PROGRAM SVC	BARNETT, JENA	PAINT & CLAY (7 PARTICIPANTS)	245.00
101-67945-52115	RECREATION PROGRAM SVC	KANTOR, GARY	IT'S MAGIC LZ - (5 PARTICIPANTS)	75.00
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		320.00
Dept 67960 RECREATION CAMPS				
101-67960-52115	RECREATION PROGRAM SVC	HOT SHOTS SPORTS	VARIETY CAMPS - SUMMER II	952.00
101-67960-52115	RECREATION PROGRAM SVC	KNS PROPERTY MANAGEMENT INC	DAY CAMP LUNCH - JUN/JUL/AUG 2021	5,530.50
101-67960-52115	RECREATION PROGRAM SVC	ACT*Mundelein Parks 847-56606	TEEN CAMP FIELD TRIP BAREFOOT BAY	311.75
101-67960-52115	RECREATION PROGRAM SVC	CONGO RIVER GOLF & EXP HOFFMAN E	TEEN CAMP FIELD TRIP- MINI GOLF	217.00
101-67960-52115	RECREATION PROGRAM SVC	WWW.PINSTripES.COM WWW.PINSTR	TEEN CAMP FIELD TRIP- BOWLING	178.75
101-67960-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	FLAGS FOR GEESE CONTROL	21.95
101-67960-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	AIR PUMP	29.99
101-67960-53212	PROGRAM SUPPLIES	HOME DEPOT CREDIT SERVICES	DAY CAMP PROGRAM SUPPLIES- BINS	102.80
101-67960-53212	PROGRAM SUPPLIES	JEWEL #3485 LAKE ZURI	PLATES	44.02
101-67960-53212	PROGRAM SUPPLIES	ROSATIS PIZZA - LAKE LAKE ZURI	PIZZA	120.00
101-67960-53212	PROGRAM SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	34.99
		Total For Dept 67960 RECREATION CAMPS		7,543.75

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Dept 67965 RECREATION ATHLETICS				
101-67965-52115	RECREATION PROGRAM SVC	HOT SHOTS SPORTS	SUMMER 2 CLASSES 2021	4,525.50
101-67965-52115	RECREATION PROGRAM SVC	ON COURSE RIDING ACADEMY	HORSE LOVERS SUMMER II - (4 PARTICIPANTS)	1,232.00
Total For Dept 67965 RECREATION ATHLETICS				5,757.50
Dept 67970 RECREATION AQUATICS				
101-67970-52111	OTHER PROFESSIONAL SVCS	AMAZON.COM SALES, INC	FLAGS FOR GEESE CONTROL	56.97
101-67970-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	STORAGE BINS	29.94
101-67970-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	34.99
Total For Dept 67970 RECREATION AQUATICS				121.90
Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				
101-67975-52115	RECREATION PROGRAM SVC	MORETTI, KATHRYN A.	FALL I - GUITAR/UKULELE 8/23 - 10/11	373.50
Total For Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				373.50
Dept 67985 RECREATION FITNESS				
101-67985-52115	RECREATION PROGRAM SVC	KONDIC, JENNIFER	YOGA SUMMER II - (36 PARTICIPANTS)	288.00
Total For Dept 67985 RECREATION FITNESS				288.00
Total For Fund 101 GENERAL				100,648.67
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
202-36001-53201	ELECTRICITY	AEP ENERGY, INC	STREETLIGHT ELECTRIC	12,570.62
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	327.51
202-36001-55253	INFRASTRUCTURE IMPROVEMT	TRAFFIC CONTROL & PROTECTION INC	SIGNS	372.30
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				13,270.43
Total For Fund 202 MOTOR FUEL TAX				13,270.43
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
207-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	4.50
Total For Dept 00000				4.50

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Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-52702	MAINT-LAWN & LANDSCAPING	THE DAVEY TREE EXPERT COMPANY	TREE TREATMENT AT PAULUS PARK	2,000.00
		Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN		2,000.00
Dept 67601 RECREATION ROCK THE BLOCK				
207-67601-52120	SPECIAL EVENT INSURANCE	INTERGOVERNMENTAL RISK MGMT AGENCY	LIQUOR LIABILITY - RTB	175.00
207-67601-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	RTB - TABLE COVERS, BOTTLE/WINE OPENERS,	382.36
207-67601-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	RTB - TOWELS	215.19
207-67601-53212	PROGRAM SUPPLIES	OFFICE DEPOT	RTB - EVENT MAP POSTER	5.89
207-67601-53212	PROGRAM SUPPLIES	TICKET SUPPLIES 734-822-4	RTB - TICKETS	894.80
207-67601-53212	PROGRAM SUPPLIES	KLOSS DISTRIBUTING COMPANY, INC	RTB 2021 - ADULT BEVERAGES	9,618.20
		Total For Dept 67601 RECREATION ROCK THE BLOCK		11,291.44
Dept 67699 RECREATION MISC SPECIAL EVENTS				
207-67699-52115	RECREATION PROGRAM SERV	POTASH, DAVID B	TWEEN '21 - DJ	250.00
207-67699-53212	PROGRAM SUPPLIES	TARGET.COM * 800-591-3	TOY STORY 4 DVD	21.49
207-67699-53212	PROGRAM SUPPLIES	PARTY PLUS EVENTS 847-70504	MIP - POPCORN MACHINE	71.50
207-67699-53212	PROGRAM SUPPLIES	ROSATIS PIZZA - LAKE LAKE ZURI	MIP - PIZZA	101.74
207-67699-54302	PUBLIC RELATIONS	FRANKENSTITCH PROMOTIONS, LLC	BANNERS GROOVE GROVE	180.00
		Total For Dept 67699 RECREATION MISC SPECIAL EVENTS		624.73
Total For Fund 207 SPECIAL EVENTS FUND				13,920.67
Fund 227 DISPATCH CENTER				
Dept 00000				
227-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	80.20
		Total For Dept 00000		80.20
Dept 24220 POLICE DISPATCH				
227-24220-51652	TRAINING AND MEETINGS	DRURY COLUMBUS CV CTR 614-22170	NENA CONF HOTEL - KROLL	630.99
		Total For Dept 24220 POLICE DISPATCH		630.99
Total For Fund 227 DISPATCH CENTER				711.19

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 10/04/2021
\$1,689,271.96

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 301 VILLAGE DEBT SERVICE				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
301-10001-56602	PRINCIPAL	CORNERSTONE NATIONAL BANK & TRUST	DEBT PAYMENT SERIES 2021	1,172,000.00
301-10001-56603	INTEREST	CORNERSTONE NATIONAL BANK & TRUST	DEBT PAYMENT SERIES 2021	18,556.67
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				1,190,556.67
Total For Fund 301 VILLAGE DEBT SERVICE				1,190,556.67
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	LAKE COUNTY STORMWATER MGMT	WDO REVIEW OSLAD	1,200.00
401-36001-55251	LAND IMPROVEMENTS	LAKE COUNTY STORMWATER MGMT	WDO REVIEW OSLAD - DEPOSIT	960.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				2,160.00
Total For Fund 401 VILLAGE CAPITAL PROJECTS				2,160.00
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-53416	CONCRETE & ASPHALT	FISCHER BROS FRESH CONCRETE, INC.	CONCRETE 9-17	707.00
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 ROAD RESURFACING PRG	7,461.50
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2021 ROAD RESURFACING PRG	5,002.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				13,170.50
Total For Fund 405 NHR CAPITAL PROJECTS				13,170.50
Fund 501 WATER & SEWER				
Dept 00000				
501-00000-21206	WATER BILLING REFUNDS	GMBK	UB REF A/C #006234-02 FINAL	227.53
501-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	86.70
Total For Dept 00000				314.23
Dept 36001 PUBLIC WORKS ADMINISTRATION				
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-10	71.32

VILLAGE OF LAKE ZURICH
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<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-16	28.60
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 09-23	34.33
501-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL	DOT TESTING CREDIT	(30.00)
501-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL EMS	DOT TESTING	45.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				149.25
Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52113	ENGR/ARCHITECTURAL	ENGINEERING ENTERPRISES, INC	WATER SOURCE STUDY	4,549.75
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #12	46.34
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #7	133.95
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #8	138.96
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #9	44.34
501-36550-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	JULIE LOCATE MARKING STAKES	29.94
501-36550-53413	DISTRIBUTION SYS REPAIR	FASTENAL COMPANY	HYDRANT & VALVE HARDWARE	459.00
501-36550-53413	DISTRIBUTION SYS REPAIR	FERGUSON ENTERPRISES LLC	WATER MAIN REPAIR COUPLINGS	1,130.95
501-36550-53413	DISTRIBUTION SYS REPAIR	MID AMERICAN WATER OF WAUCONDA INC	WATER MAIN REPAIR COUPLINGS	845.44
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #8	2,218.91
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #12	2,271.36
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #10	2,249.63
501-36550-53414	CHEMICALS	VIKING CHEMICAL COMPANY	CHLORINE/WATER TREATMENT	1,090.00
501-36550-53417	SAND & GRAVEL	THELEN MATERIALS, LLC	GRAVEL	3,472.53
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				18,681.10
Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-36560-52111	OTHER PROFESSIONAL SVCS	METROPOLITAN INDUSTRIES INC.	METROCLOUD MONITORING/11 LIFT STATIONS	360.00
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 805 CHURCH ST	24.58
501-36560-53408	LIFT STATION PARTS & SUP	CITY ELECTRIC SUPPLY	QUENTIN SAMPLE PUMP CONTROL PANEL REP,	146.23
501-36560-53408	LIFT STATION PARTS & SUP	CITY ELECTRIC SUPPLY	QUENTIN SAMPLE PUMP CONTROL PANEL REP,	39.96
501-36560-53408	LIFT STATION PARTS & SUP	WEIMER BEARING & TRANSMISSION, INC	REPLACEMENT MOTOR FOR SAMPLING PUMP/	678.16
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2021 SANITARY SEWER LINING	1,246.00
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE				2,494.93
Total For Fund 501 WATER & SEWER				21,639.51

VILLAGE OF LAKE ZURICH
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<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 601 MEDICAL INSURANCE				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
601-10001-52340	MEDICAL ADMIN FEE	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	285.52
601-10001-52341	HEALTH INS. FIXED COSTS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	195,190.56
601-10001-52342	LOCAL 150 HEALTH INS PRE	MIDWEST OPERATING ENG L/150	LOCAL 150 INSURANCE - NOVEMBER 2021	39,656.00
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				235,132.08
Total For Fund 601 MEDICAL INSURANCE				235,132.08
Fund 603 RISK MANAGEMENT				
Dept 00000				
603-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	2.78
Total For Dept 00000				2.78
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
603-10001-52114	LIABILITY INSURANCE CLAIMS	BUSH, JOHN	CONCRETE BOLLARDS	1,400.00
603-10001-52114	LIABILITY INSURANCE CLAIMS	INTERGOVERNMENTAL RISK MGMT AGENCY	AUGUSUT 2021 CLAIMS	7,667.49
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				9,067.49
Total For Fund 603 RISK MANAGEMENT				9,070.27
Fund 710 PERFORMANCE ESCROW				
Dept 00000				
710-00000-21455	BUILDING DEPOSIT PAYABLES	AMERICAN THERMAL WINDOW	BD PAYMENT REF - PERMIT #PB21-0939	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	ARCHADECK OF CHICAGOLAND	BD PAYMENT REF - PERMIT #PB21-0427	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	ARS OF ILLINOIS	BD PAYMENT REF - PERMIT #PB21-0962	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	BAUKNECHT, RICHARD & CYNTHIA MARIE	BD PAYMENT REF - PERMIT #PB21-1106	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	FELDCO FACTORY	BD PAYMENT REF - PERMIT #PB21-1010	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PERMIT #PB21-0878	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PERMIT #PB21-0544	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HUNZINGER WILLIAMS AWNING	BD PAYMENT REF - PERMIT #PB21-0755	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	IDENTITY SERVICES LLC	BD PAYMENT REF - PERMIT #PB20-0168	105.00

VILLAGE OF LAKE ZURICH
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710-00000-21455	BUILDING DEPOSIT PAYABLES	J&J CONSTRUCTION SPECIALISTS, INC	BD PAYMENT REF - PERMIT #PB20-1262	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	KITCHEN DISCOUNTERS OF AMERICA, INC	BD PAYMENT REF - PERMIT #PB21-0724	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	LAKE COOK EXTERIORS	BD PAYMENT REF - PERMIT #PB21-1157	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	M/I HOMES OF CHICAGO	BD PAYMENT REF - PERMIT #PB20-1248	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	M/I HOMES OF CHICAGO	BD PAYMENT REF - PERMIT #PB21-0126	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	MYTNIK, STANLEY	BD PAYMENT REF - PERMIT #PB21-1093	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	PATE, PRAYAG & DIVYA RAMAN	BD PAYMENT REF - PERMIT #PB21-0210	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	PETERS, JAMES & KATHRYN	BD PAYMENT REF - PERMIT #PB21-0451	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	RZESZUTO, ALEKSANDER & LIDIA	BD PAYMENT REF - PERMIT #PB21-0653	149.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SUNRUN INSTALLATION INC	BD PAYMENT REF - PERMIT #PB21-0849	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SUNRUN INSTALLATION INC	BD PAYMENT REF - PERMIT #PB21-0820	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SUNRUN INSTALLATION INC	BD PAYMENT REF - PERMIT #PB21-1076	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WINDY CITY ROOFING & SIDING	BD PAYMENT REF - PERMIT #PB21-0542	105.00
710-00000-25502	PEG CABLE FEES	APPLE STORE #R258 DEER PARK	STORAGE - STREAMING CONFIGURATIONS	2.99
710-00000-25502	PEG CABLE FEES	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - SEP/OCT	899.32
710-00000-25502	PEG CABLE FEES	MATTISON, JUSTIN N	MEDIA CREW - SEPT 2021	90.00
710-00000-25502	PEG CABLE FEES	VIRGILIO, OLIVIA	MEDIA CREW - SEPT 2021	60.00
		Total For Dept 00000		3,406.31
		Total For Fund 710 PERFORMANCE ESCROW		3,406.31
Fund 720 PAYROLL CLEARING				
Dept 00000				
720-00000-22253	IMRF W/H	I M R F	PR DEDUCTIONS - AUGUST 2021	66,758.43
720-00000-22301	DENTAL / VISION BENEFITS	STANDARD LIFE INSURANCE COMPANY	STANDARD INSURANCE COVERAGE	9,506.36
720-00000-22301	DENTAL / VISION BENEFITS	VISION SERVICE PLAN OF ILLINOIS NFP	VISION INSURANCE - SEP	1,804.61
720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INC.	INSURANCE - AUG 2021	6,430.88
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	I P B C	INSURANCE COVERAGE SEPTEMBER 2021	1,085.38
		Total For Dept 00000		85,585.66
		Total For Fund 720 PAYROLL CLEARING		85,585.66

VILLAGE OF LAKE ZURICH
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<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
			Fund 101 GENERAL	100,648.67
			Fund 202 MOTOR FUEL TAX	13,270.43
			Fund 207 SPECIAL EVENTS FUND	13,920.67
			Fund 227 DISPATCH CENTER	711.19
			Fund 301 VILLAGE DEBT SERVICE	1,190,556.67
			Fund 401 VILLAGE CAPITAL PROJECTS	2,160.00
			Fund 405 NHR CAPITAL PROJECTS	13,170.50
			Fund 501 WATER & SEWER	21,639.51
			Fund 601 MEDICAL INSURANCE	235,132.08
			Fund 603 RISK MANAGEMENT	9,070.27
			Fund 710 PERFORMANCE ESCROW	3,406.31
			Fund 720 PAYROLL CLEARING	85,585.66
			Total for All Funds	<u><u>\$ 1,689,271.96</u></u>



At the Heart of Community

VILLAGE MANAGER'S OFFICE

70 East Main Street
Lake Zurich, Illinois 60047

Phone (847) 540-1693
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LakeZurich.org

AGENDA ITEM

6C

MEMORANDUM

Date: October 1, 2021

To: Ray Keller, Village Manager

From: Kyle Kordell, Assistant to the Village Manager
Sarosh Saher, Community Development Director

Re: **Thompson Elevator Inspection Services Contract**

Issue: The Village of Lake Zurich contracts with Thompson Elevator Inspection Services (TEIS) for routine code inspections of elevators. Effective January 1, 2022, the proposed contract would shift all invoice and billing responsibilities to TEIS staff and make the second annual inspection optional for property owners, potentially reducing the amount local businesses spend on elevator inspections by 50%.

Strategic Plan Impacts: This policy item is a strategic decision for the Village Board that could potentially impact the following objectives within the Strategic Plan:

- *Goal #2 Economic Development*
 - Become more business friendly and customer oriented.
 - Partner with business community to identify its needs and determine how they can be met.
- *Goal #4 Service Sustainability*
 - Identify methods of alternative service delivery

Analysis: Elevator inspections occur at 67 Lake Zurich properties, for a total of 88 units inspected. These include private businesses, churches, School District facilities, apartment buildings, senior living facilities, municipal properties, and doctors' offices. TEIS has been conducting these code inspections for decades in Lake Zurich, has a good history of working well with Village staff, and has exemplary customer service for the business community.

Historically, Village staff has taken on much of the billing and invoicing responsibilities, resulting in larger than necessary paperwork, mailing, and staff time. In a typical year, the Village receives an invoice from TEIS, then the Village sends invoices to all Lake Zurich properties with elevators, which in turn pay the Village, then the Village compiles all the payments and pays Thompson.

The revised contract has TEIS taking over direct billing for all Lake Zurich properties, thus removing Village staff from the equation. Village Staff will be exiting the previous arrangement of handling invoicing and payments. This will reduce unnecessary paperwork for staff and allow for a less expensive inspection bill for Lake Zurich property owners.

Elevator inspections will no longer be required twice a year. Inspections will be required once annually with the option of a property owner requesting a second inspection if they so choose. Instead of receiving two invoices each year (\$110 per unit per inspection), property owners will receive one invoice for the once-required annual inspection. A second inspection (optional for property owner) and any re-inspections for failures identified would cost another \$110 per unit. The \$110 cost includes a \$15 administration fee that will be remitted to the Village quarterly.

Occasionally TEIS is requested to provide elevator plan review or permit inspections for new elevator installations. These are rare but such services for brand new elevators cost between \$185 - \$225 per unit.

The inspection costs could increase each January by a cost of living increase with a maximum of 5%. The proposed contract is open-ended with no end date but can be modified or canceled by the Village with 30-day notice. All inspections will be conducted in accordance with the State of Illinois Fire Marshal Office. Copies of all inspection reports will continue to be provided to the Village.

Recommendation: Approval of the attached contract.

Attachments:

- Contract for Inspection Services with Thompson
- Schedule of Fees

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

1302 E. Thayer Street Mt. Prospect, Illinois 60056

Phone (847) 296-8211 Fax (847) 296-5424 Email: info@thompstonelevator.com

CONTRACT FOR INSPECTION SERVICES

Thompson Elevator Inspection Service, Inc. 1302 East Thayer St., Mt. Prospect, Illinois 60056, shall perform residential and commercial mechanical and electrical inspections of all safety devices and equipment, including, but not limited to, Passenger Elevators, Freight Elevators, Docklifts, Dumbwaiter, Escalator and Wheel Chair Lifts for the Village of Lake Zurich

Inspections will be made in accordance with the Village of Lake Zurich or County Code or Ordinance covering operation of said elevators at the addresses given by the Building Department.

Fees to be charged will be in accordance with the Fee Schedule attached to and made a part of the Agreement; it being understood and agreed that the Schedule as shown applies to each elevator inspected. Note: as applicable, each year moving forward fee schedule may require a cost of living 5% or less increase.

Thompson Elevator Inspection Service, Inc. will provide all insurance necessary to cover its employees who are performing under the terms of this Agreement.

Thompson Elevator Service, Inc. shall furnish a liability insurance policy in the amount of \$1 million per person, \$1 million per accident, public liability coverage. Thompson Elevator Inspection Service, Inc. shall provide a certificate of insurance for such coverage.

At the conclusion of inspection services, a report will immediately be made to the Building Department providing the results of such inspection. The responsibility for the repair, replacement, alterations, or any other work indicated as necessary under said Inspection Report shall be the sole responsibility of the Building Owner.

It is agreed that Thompson Elevator Inspection Service, Inc. does not assume possession or control of any part of the equipment inspected, but such remains the responsibility of the owner thereof. Thompson Elevator Inspection Service, Inc. represents that it will make no examination of the equipment other than that necessary to do the work described herein and assumes no responsibility for any part of the equipment insofar as its mechanical functioning or use is concerned. Nothing in the agreement should be construed to mean that Thompson Elevator Inspection Service, Inc. assumes any liability for loss or damage because of bodily injury (including death) or property damage arising under the agreement except loss or damage directly resulting from the negligent acts or omissions of Thompson Elevator Inspection Service, Inc. or its employees, in performing the services described in this agreement. Under no circumstances shall Thompson Elevator Inspection Service, Inc. be liable for consequential damages or for damages caused by the negligence of others whether arising under contract or tort.

Thompson Elevator Inspection Service, Inc. agrees to hold harmless and indemnify the Village of Lake Zurich for any and all acts of negligence committed by Thompson Elevator Inspection Service, Inc. which in anyway result in liability to said Village.

It is understood and agreed that completion of inspection services by Thompson Elevator Inspection Service, Inc., hereunder, and submission of its Inspection Report will constitute complete and full performance by Thompson Elevator Inspection Service, Inc. under the terms of this agreement. Thompson Elevator Inspection Service, Inc. shall have no responsibility or obligation thereafter for the performance or completion of any necessary repairs, alterations, installations, or other work indicated as necessary by such Inspection Report.

This contract may be canceled or modified by either party upon thirty (30) days written notice.

IN WITNESS WHEREOF, the parties set their hands and seals at _____, Illinois, this _____ day of _____, 20_____.

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

1302 E. Thayer Street Mt. Prospect, Illinois 60056

Phone (847) 296-8211

Fax (847) 296-5424

Email: info@thompselevator.com

THOMPSON ELEVATOR INSPECTION SERVICES, INC.

APPROVED AND ACCEPTED:

Village of Lake Zurich

By *Catherine Thompson*
(President)

By: _____

Its: _____

October 4, 2021

_____, 20____

THOMPSON ELEVATOR INSPECTION SERVICE, INC.

830 E Rand Rd Unit 10 Mt. Prospect, Illinois 60056

Phone (847) 296-8211 Fax (847) 296-5424 Email: info@thompstonelevator.com

VILLAGE OF LAKE ZURICH**Schedule of Fees**

Effective: January 1, 2022 – Inspections made between 8:00 AM – 5:00 PM

SERVICE / FEE:	APPLIES TO:	SERVICE PROVIDED:
Code Inspection - Annual \$110.00 per unit per inspection – TEIS bills Building Owner with the Village of Lake Zurich receiving \$15.00 admin fee in return in a quarterly statement.	<ul style="list-style-type: none"> Commercial conveyance code inspections Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> Code inspections completed annually TEIS provides forms TEIS provides insurance TEIS provides copies of all inspections to Village Note: the four (4) municipal owned buildings will be no charge.
Code Re-Inspection - Annual \$110.00 per unit per inspection – TEIS bills Building Owner with the Village of Lake Zurich receiving \$15.00 admin fee in return	<ul style="list-style-type: none"> Commercial conveyance code re-inspections Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> Re-inspection of failed annual code inspection TEIS provides forms TEIS provides insurance TEIS provides copies of all inspections to Village
Plan Review \$185.00 per unit – TEIS bills Elevator Company	<ul style="list-style-type: none"> Commercial and residential plan reviews New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> Review of Final Elevator Shop Drawings Copy of completed plan review sent to Village
Permit Inspection \$225.00 per unit, per hour – TEIS bills Elevator Company	<ul style="list-style-type: none"> Commercial and residential permit inspections New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> TEIS provides forms TEIS provides insurance TEIS provides copies of all inspections to Village
Permit Re-Inspection \$225.00 per unit, per hour – TEIS bills Elevator Company	<ul style="list-style-type: none"> Commercial and residential permit re-inspections New installation/modernization/demolition of elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> TEIS provides forms TEIS provides insurance TEIS provides copies of all inspections to Village
Certificates \$25.00 per unit	<ul style="list-style-type: none"> Commercial conveyances Existing elevators, escalators, dumbwaiters, freight elevators, lifts (wheelchair, dock, material, casket, scissor, etc.) Includes OSFM applicability and non-OSFM applicability 	<ul style="list-style-type: none"> TEIS provides to building when unit passes inspection (permit or routine)

Village to provide billing information, as applicable, for any and all services above.

Note: If direct bill responsible party is not remitting payment to Thompson Elevator Inspection Service, Inc., the Village of Lake Zurich agrees to provide code enforcement such as a send a letter, issue citation, as applicable etc. citing payment as non-compliance is in violation of the IBC, OSFM Local Program Agreement as well as the Illinois Elevator Safety Act (225 ILCS 312), if requested by TEIS.

Thompson Elevator Inspection Service, Inc.

Approved and Accepted by the Village of Lake Zurich



Catherine Thompson
President
September 28, 2021

Print Name: _____

Title: _____

Date: _____, 20____



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6D

MEMORANDUM

Date: October 4, 2021

To: Ray Keller, Village Manager

From: Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner
Mary Meyer, Building Services Supervisor

Re: **Zoning Application for a Special Use Permit – 363 Enterprise Parkway
Lake County Stars Youth Baseball Program**

Issue: Ms. Cynthia Zarkowsky, Operations Director, Lake County Stars Baseball Program, (the “Applicant”), has filed a zoning application for the property at 363 Enterprise Parkway (the “Subject Property”). Specifically, the applicant is seeking:

- Special Use Permit for a youth baseball instruction and training facility (classified as “Membership Sports and Recreation Clubs Sic #7997”) at the Subject Property at 363 Enterprise Parkway.

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

- Expand the Village’s role as a major regional economic hub in Lake County.

Analysis: The Subject Property is located within the Village’s I-Industrial Zoning District. The Applicant desires to establish a youth baseball training facility within an approximately 14,480 square-foot portion of the existing 47,864 square-foot industrial building, to offer baseball instruction and training to students of various age groups. The remaining tenants, Advanced Plastics, Inc and Chelsea Framing Products, Inc. are under the parent ownership of Midlothian Partnership, LLC, the owners of the building.

The facility is intended to be used only for training and practice. No games or tournaments are proposed at this facility. All activity is proposed to be conducted indoors within the tenant space. The primary season for operation extends from October to April during weekday evenings from 4:00 p.m. to 9:00 p.m. and weekends from 9:00 a.m. to 7:00 p.m. During the summer (for the remainder of the year) activity takes place at ball fields at other locations. The facility will employ

Special Use Permit – Lake County Stars Youth Baseball Program
October 4, 2021

contract workers including 25 coaches who will work for the business on a yearly basis and their hours will vary during and off season. The building is served by a parking lot containing 101 parking spaces. Due to their operating hours during the evenings, the Applicant has been granted the use of all available shared parking spaces on the lot after the remaining tenants have left for the day. However, most students are dropped off by their parents. At the most the facility will have 2 teams and 4 coaches at the facility at any given time with approximately 28 -30 cars dropping off and picking up students at the beginning and end of each session.

The Planning and Zoning Commission (PZC) held a public hearing on September 15, 2021 to consider the application and voted 4-0, with 2 abstentions, in favor of recommending approval of the Special Use Permit to allow for the youth baseball training facility. No additional conditions were added other than those recommended by staff. The video stream from the PZC meeting can be accessed via the link:

<https://play.champds.com/lakezurichil/event/36>

A detailed evaluation and summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is made a part of the attached Ordinance.

Recommendation: At their meeting on September 15, 2021, the Planning and Zoning Commission recommended approval of the Special Use Permit incorporating the conditions for approval provided by staff in its report.

Staff therefore recommends approval of the attached ordinance, with its specific attachments based on the following conditions for approval that are contained within said ordinance:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated August 19, 2021, prepared by Ms. Cynthia Zarkowsky of Lake County Stars Baseball.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Site Plan for Lake County Stars dated August 19, 2021 (the "Site Plan").
 - d. Floor Plan entitled "333-363 Enterprise Parkway, Lake Zurich, Illinois, Exhibit "A", Unit 363" depicting the location of the proposed land use within the building (the "Floor Plan").
 - e. Indoor Plans, Sheets (Version) 1 and 2 prepared by Collins Company dated May 17, 2021.
2. All activity related to the operation of the business shall be conducted within the enclosed tenant space. The special use constituting this youth baseball instruction and training facility shall be located within the 14,480 square feet of tenant space within the industrial building and addressed at 363 Enterprise Parkway as depicted on the Site Plan, Floor Plan and Indoor Plans dated on May 17, 2021, submitted by Ms. Cynthia Zarkowsky, dated

Special Use Permit – Lake County Stars Youth Baseball Program
October 4, 2021

August 19, 2021, and shall expire if youth baseball instruction and training business ceases operating at the Subject Property.

3. The use of the facility is limited to training and practice. No games or tournaments shall be permitted at this facility. The hours of operation during the primary season (from October to April) shall be from 4:00 p.m. to 9:00 p.m. during weekday evenings and from 9:00 a.m. to 7:00 p.m. on weekends.
 4. Such land use shall be allowed to relocate within any of the remaining tenant spaces so long as the operation of such land use does not substantially increase in floor area utilization or create a negative impact on itself or on surrounding property with respect to any of the standards of this ordinance. Such relocation within the building shall not require amendment to this special use permit.
 5. Any expansion of the proposed land use within the remaining tenant spaces of the building shall require amendment of such special use permit through the public hearing process and Village Board approval.
 6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the Subject Property
 - Exhibit B – September 15, 2021 staff report and planning and zoning commission recommendation/conditions

ORDINANCE NO. 2021-10-435

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
*Lake County Stars Baseball Program – 363 Enterprise Parkway***

WHEREAS, Ms. Cynthia Zarkowsky, Operations Director of Lake County Stars Baseball is the applicant (the “Applicant”) for a special use permit for that property at 363 Enterprise Parkway (the “Subject Property”), legally described in Exhibit A hereto; and

WHEREAS, the Applicant has filed zoning application PZC 2021-10, dated August 19, 2021 (the “Application”) seeking the approval of the following:

- Special Use Permit for a youth baseball instruction and training facility (classified as “Membership Sports and Recreation Clubs Sic #7997”) at the Subject Property at 363 Enterprise Parkway.

WHEREAS, the current zoning of the Subject Property is the Village’s I Industrial Zoning District; and

WHEREAS, Applicant proposes to occupy an approximately 14,480 square-foot portion of the existing 47,864 square-foot industrial building on the Subject Property to accommodate said baseball training facility on the Subject Property; and

WHEREAS, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on August 28, 2021, in The Daily Herald, and the Village of Lake Zurich posted a public hearing sign on the Subject Property on August 30, 2021, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (the “PZC”) on September 15, 2021, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC received and considered the findings, conditions and recommendations as set forth the staff report dated September 15, 2021, (the “STAFF REPORT”) which was provided to the PZC for the meeting, addressing the request for approval of said Special Use Permit; and considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees of the Village of Lake Zurich grant the zoning approval requested in this Application, subject to those conditions of approval recommended by Village staff in said STAFF REPORT; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Zurich met on October 4, 2021, and considered the findings and recommendations of the PZC, including the STAFF REPORT dated September 15, 2021, all consisting of 10 pages, said required zoning standards, findings and recommendations attached hereto as Exhibit B and having considered all of the facts and circumstances regarding the Application and these recommended approvals, the Mayor and Board of Trustees have determined that the applicable standards for this zoning approval has been met.

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

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS. The foregoing recitals, findings, recommendations, exhibits and plans are incorporated herein as findings and requirements of the Mayor and Board of Trustees, and Exhibits referenced herein are made a part of and incorporated into this Ordinance and related approval, except as otherwise provided below.

SECTION 2: GRANT OF SPECIAL USE PERMIT. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 6 (Section 9-6-3) and Chapter 19 (Section 9-19-3) of Title 9 governing zoning in the Lake Zurich Municipal Code, hereby grant the following approval, as shown and provided in the STAFF REPORT dated September 15, 2021, and final findings and recommendations of the PZC, all consisting of 10 pages, attached hereto as Exhibit B:

Special Use Permit to allow a youth baseball instruction and training facility (classified as "Membership Sports and Recreation Clubs Sic #7997") and subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated August 19, 2021, prepared by Ms. Cynthia Zarkowsky of Lake County Stars Baseball.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Site Plan for Lake County Stars dated August 19, 2021 (the "Site Plan").
 - d. Floor Plan entitled "333-363 Enterprise Parkway, Lake Zurich, Illinois, Exhibit "A", Unit 363" depicting the location of the proposed land use within the building (the "Floor Plan").
 - e. Indoor Plans, Sheets (Version) 1 and 2 prepared by Collins Company dated May 17, 2021.
2. All activity related to the operation of the business shall be conducted within the enclosed tenant space. The special use constituting this youth baseball instruction and training facility shall be located within the 14,480 square

feet of tenant space within the industrial building and addressed at 363 Enterprise Parkway as depicted on the Site Plan, Floor Plan and Indoor Plans dated on May 17, 2021, submitted by Ms. Cynthia Zarkowsky, dated August 19, 2021, and shall expire if youth baseball instruction and training business ceases operating at the Subject Property.

3. The use of the facility is limited to training and practice. No games or tournaments shall be permitted at this facility. The hours of operation during the primary season (from October to April) shall be from 4:00 p.m. to 9:00 p.m. during weekday evenings and from 9:00 a.m. to 7:00 p.m. on weekends.
4. Such land use shall be allowed to relocate within any of the remaining tenant spaces so long as the operation of such land use does not substantially increase in floor area utilization or create a negative impact on itself or on surrounding property with respect to any of the standards of this ordinance. Such relocation within the building shall not require amendment to this special use permit.
5. Any expansion of the proposed land use within the remaining tenant spaces of the building shall require amendment of such special use permit through the public hearing process and Village Board approval.
6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS. The findings, conditions and recommendations as set forth in the STAFF REPORT dated September 15, 2021, and the PZC recommendations, all consisting of 10 pages, along with the filings provided to the PZC, regarding the applicable standards of Chapter 6 (Section 9-6-3) and Chapter 19 (Section 9-19-3) of Title 9 governing zoning of the Lake Zurich Municipal Code, are hereby accepted as the Board's own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

SECTION 4: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS _____ day of October, 2021.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of October, 2021.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal description of Subject Property

LOT 1 IN THE API CONSOLIDATION PLAT OF LOT(S) 13, 14, & 15 IN MIDLOTHIAN COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED DECEMBER 20, 2005 AS DOCUMENT NUMBER 5917934, IN LAKE COUNTY, ILLINOIS.

Parcels Involved: 14-16-104-021

EXHIBIT B

September 15, 2021 staff report and
Planning and Zoning Commission recommendation and conditions



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

305 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2021-10
PZC Hearing Date: September 15, 2021

AGENDA ITEM 4.A

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner
Mary Meyer, Building Services Supervisor

Date: September 15, 2021

Re: PZC 2021-10 Zoning Application for 363 Enterprise – Lake County Stars Baseball Special Use Permit for a Youth Baseball Instruction and Training Facility

SUBJECT

Ms. Cynthia Zarkowsky, Operations Director, Lake County Stars Baseball, (the “Applicant”) requests a Special Use Permit to establish a youth baseball instruction and training facility at the property commonly known as 363 Enterprise Parkway and legally described in Exhibit A attached hereto (the “Subject Property”).

GENERAL INFORMATION

Requested Action: Special Use Permit

Current Zoning: I Industrial District

Current Use: Vacant Tenant Space

Proposed Use: Youth baseball instruction and training classified as Membership Sports and Recreation Clubs (7997)

Property Location: 363 Enterprise Parkway

Applicant: Cynthia Zarkowsky, Lake County Stars

Owner: Midlothian Partnership LLC

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

Staff Coordinator: Sarosh Saher, Community Development Director

LIST OF EXHIBITS

- A. Legal Description
- B. Public Hearing Sign
- C. Site Photos
- D. Aerial Map
- E. Zoning Map
- F. Parcel Map
- G. Development Application and Attachments
- H. Development Review Comments

BACKGROUND

Ms. Cynthia Zarkowsky, Operations Director, Lake County Stars (the “Applicant”), with the consent of the owner, Midlothian Partnership LLC, is proposing to establish their youth baseball training facility, known as Lake County Stars, within a tenant space at the subject property at 363 Enterprise Parkway, and legally described in Exhibit A attached hereto (the “Subject Property”).

The land use is classified as a special use under Membership Sports and Recreation Clubs (7997) in the I Industrial district and as such requires consideration through the public hearing process with Village Board approval.

The Applicant has therefore filed an application with the Village of Lake Zurich received on August 19, 2021 (the “Application”) seeking:

- Special Use Permit for a youth baseball instruction and training establishment classified under Membership Sports and Recreation Clubs (7997)

The Subject Property is located within the Village’s I Industrial Zoning District. The subject property contains a 47,864 square-foot multiple-tenant industrial building on 4.8 acres of land. The Applicant intends to occupy the easterly 14,480 square-foot tenant space. The remaining two tenant spaces are currently occupied by other industrial uses. The building is served by a parking lot containing 101 parking spaces. Due to their operating hours during the evenings, the Applicant has been granted the use of all available shared parking spaces on the lot after the remaining tenants have left for the day. However, most students are dropped off by their parents. At the most the facility will have 2 teams and 4 coaches at the facility at any given time with approximately 28 - 30 cars dropping off and picking up students at the beginning and end of each session.

The facility is intended to be used only for training and practice. No games or tournaments are proposed at this facility. All activity is proposed to be conducted indoors within the tenant space. The primary season for operation extends from October to April during weekday evenings from 4:00 p.m. to 9:00 p.m. and weekends from 9:00 a.m. to 7:00 p.m. During the summer (for the remainder of the year) activity takes place at ball fields at other locations. The facility will employ

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

contract workers including 25 coaches who will work for the business on a yearly basis and their hours will vary during and off season.

No permanent alterations to the interior are proposed. A 66-foot by 74-foot area of the main floor will be set up with netting dividers to divide the space into 12-foot wide practice areas, and provided with artificial turf and equipment. The netting dividers will be anchored in place from either the floor or ceiling as required. There will also be a 13.5-foot x 60-foot open turf practice area within the tenant space. No food concessions are proposed to be offered within the facility.

Lake County Stars Travel Baseball was formed in 2008 by a group of parents who wanted to offer youth with "...professional coaching, a focus on fundamentals and none of the politics so often found in local travel baseball clubs." Prior to moving to this address, the program operated out of the former Main Street Sports as well as Home Run Sports both in Lake Zurich. With 21 teams age 9-17 the subject property accommodates their needs.

Pursuant to public notice published on August 28, 2021, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for September 15, 2021, to consider the Application. On August 30, 2021 the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. **Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. **Zoning History.** The property is located on Lot 1 within the API Consolidation of Lots 13, 14 and 15 of Lake Zurich Midlothian Court Subdivision, which was recorded on December 20, 2005 in Lake County and is zoned within the I-Industrial District. The existing industrial warehouse building was constructed in 2007 by the current owners Midlothian Partnership, LLC represented by Byung D. Moon and Min Soo Han with a provision for four tenants. Since that time, tenants have used either an individual or combined space within the building. The subject tenant space at 363 was most recently occupied by Advanced Plastics, Inc who continue to occupy one of the two remaining tenant spaces. Records indicate that the third tenant space is occupied by Chelsea Framing Products, Inc. Both remaining tenants are under the parent ownership of Midlothian Partnership, LLC, the owners of the building.
- C. **Surrounding Land Use and Zoning.** The subject property is located on Enterprise Parkway on the northern end of the Industrial Park. The land to the north, south, and east of the Subject Property is zoned I-Industrial and improved with a variety of Industrial and service uses. In particular, the property immediately to the east at 405 Enterprise Parkway is occupied by US Gymnastics Training Center, which is a land use similar to the use that is subject to this review.

The land to the west across Church Street (Midlothian Road) is zoned R-6 multiple-family residential district and contains the Cedar Lake Assisted Living and Memory Care facility.

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

To the southwest and northwest across Church Street are properties within unincorporated Lake County and improved with residential uses.

- D. Trend of Development.** The subject property is located within Lake Zurich's thriving Corporate Industrial Park. The industrial park allows for the establishment of a number of offices, research, industrial and manufacturing uses, as well as service uses that include automotive repair, physical fitness and certain educational uses. Other similar fitness and recreational uses located in the industrial park include MVP Sports Academy on Oakwood Road, US Gymnastics Training Center on Enterprise Parkway, Flight Athletic Performance and CrossFit Lykos on East Main Street (but within Industrial Zoned properties) and Formula One Cheer on Oakwood Road that was recently approved.

The trend for sports, recreation and physical fitness was established on this block by US Gymnastics immediately to the east. The proposed use is in keeping with that trend.

- E. Zoning District.** The I-Industrial district is intended to provide for a range of nuisance free manufacturing, warehousing, transportation, wholesaling, and industrial uses that are compatible with the suburban residential character of the village. The industrial district is also meant to accommodate certain professional offices and similar uses that may provide services to the industrial users and are compatible with the industrial character of the district. It is the goal of these regulations to provide and preserve an area within the village for industrial uses that create employment and economic benefits for the village and the industrial district.

GENERAL FINDINGS

Staff of the Village's Development Review Team (DRT) has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on specific sections of the Code.

9-19-3: STANDARDS FOR SPECIAL USE PERMITS.

Staff has reviewed the plan and found that the development proposal will continue to remain in substantial conformance with the standards for Special Use Permits as outlined below.

- A. General Standards:** No special use permit shall be recommended or granted unless the applicant shall establish substantial conformance with the following:
1. **Zoning Code and Plan Purposes:** The proposed use and development will be in harmony with the general and specific purposes for which this zoning code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official comprehensive plan.

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

Staff Response: Standard met. The development will continue to remain in substantial conformance with the purpose and intent of the I-Industrial District, and the land use designation of the adopted Comprehensive Plan.

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

Staff Response: Standard met. The business is a land use that is allowed as a special use within the I Industrial district. All activities will take place within the enclosed tenant space and have minimal impact only to the immediately adjacent property to the east which contains a similar use. The area to the north is vacant and the areas to the west are buffered by the presence of Church Street (Midlothian Road) and as such will not be impacted by the proposed use.

The business has demonstrated that it will not have any substantial or undue adverse effect upon any adjacent properties and does not adversely impact the public health, safety, and general welfare of the Village.

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

Staff Response: Standard met. The entirety of the business and its activities will be operated within a 14,480 square-foot enclosed tenant space within the building.

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

Staff Response: Standard met. The proposed development is currently served by and will continue to be served adequately by essential public facilities and services such as streets, utilities, drainage and other municipal services. No change in impact these are anticipated at this time.

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

Staff Response: Standard met. Enterprise Parkway has adequate capacity to accommodate the traffic generated by vehicles of parents that will drop of and pick up students at the facility.

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APPLICATION PZC 2021-10

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The property is located at the corner of Enterprise Parkway and Church Street. It is anticipated that traffic approaching the property from the north, west and south will access the property from Church Street, while only traffic from the east will approach the property from Enterprise Drive to the east, thereby minimizing the amount of traffic through the industrial park.

Additionally, due to the hours of operation in the evening, the likelihood of traffic congestion is minimized.

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

Staff Response: Standard met. The proposed use will not result in the destruction or removal of any natural features. The proposed use would be conducted entirely within an existing tenant space on the already improved lot.

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

Staff Response: Standard met. There are no additional standards imposed on the land use by the zoning code.

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

Staff Response: Standard met. The proposed land use will continue to have a positive effect on the zoning district by utilizing the available list of special uses within the I-Industrial district to fill an otherwise vacant tenant space.

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

Staff Response: Standard met. There are no additional standards for the proposed special use. Staff will ensure that compliance is established before any final occupancy permits are issued.

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

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

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

Staff Response: Standard met. The proposed land use will allow an existing use within the community to continue to offer its services within the boundaries of the village. Residents of the village will be provided with a convenient establishment for youth to receive instruction and training in baseball.

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

Staff Response: Standard met. There is no evidence that the proposed location is inappropriate for the proposed land use, so an alternative location would not be any more appropriate than the proposed location. The youth baseball instruction and training facility is in keeping with a trend already established by the immediately adjacent gymnastics training facility.

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

Staff Response: Standard met: The warehouse building with its large floor plate and high ceilings offers an ideal location for the proposed land use. The baseball training facility will be established and operated in a manner to prevent any undue adverse effect on itself or on adjacent surrounding property in relation to its location, design and operation. All primary activities of the proposed use are to be conducted within the enclosed 14,480 square-foot tenant space.

RECOMMENDATION

The recommendation of the Planning and Zoning Commission should be based on the standards included in the following Sections of the Lake Zurich Municipal Code:

- Section 9-19-3: Standards for Special Use Permits

Based on the review of staff, the standards for approval continue to be met and therefore staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

Staff of the Community Development Department therefore recommends the approval of Application PZC 2021-10, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated August 19, 2021, prepared by Ms. Cynthia Zarkowsky of Lake County Stars Baseball.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Site Plan for Lake County Stars dated August 19, 2021.
 - d. Floor Plan entitled "333-363 Enterprise Parkway, Lake Zurich, Illinois, Exhibit "A", Unit 363" depicting the location of the proposed land use within the building.
 - e. Indoor Plans, Sheets (Version) 1 and 2 prepared by Collins Company dated May 17, 2021.
2. All activity related to the operation of the business shall be conducted within the enclosed tenant space. The special use constituting this youth baseball instruction and training facility shall be located within the 14,480 square feet of tenant space within the industrial building and addressed at 363 Enterprise Parkway as depicted on the Site and Floor Plans submitted by Ms. Cynthia Zarkowsky, dated August 19, 2021, and shall expire if youth baseball instruction and training business ceases operating at the subject property.
3. Such land use shall be allowed to relocate within any of the remaining tenant spaces so long as the operation of such land use does not substantially increase in floor area utilization or create a negative impact on itself or on surrounding property with respect to any of the standards of this ordinance. Such relocation within the building shall not require amendment to this special use permit.
4. Any expansion of the proposed land use within the remaining tenant spaces of the building shall require amendment of such special use permit through the public hearing process and Village Board approval.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,

Sarosh Saher
 Community Development Director

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

**LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS**

**FOR 363 ENTERPRISE PARKWAY
September 15, 2021**

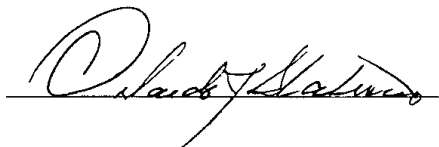
The Planning & Zoning Commission recommends approval of Application PZC 2021-10, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **September 15, 2021** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated August 19, 2021, prepared by Ms. Cynthia Zarkowsky of Lake County Stars Baseball.
 - b. Exhibit A: Legal Description of the Subject Property
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2. All activity related to the operation of the business shall be conducted within the enclosed tenant space. The special use constituting this youth baseball instruction and training facility shall be located within the 14,480 square feet of tenant space within the industrial building and addressed at 363 Enterprise Parkway as depicted on the Site and Floor Plans submitted by Ms. Cynthia Zarkowsky, dated August 19, 2021, and shall expire if youth baseball instruction and training business ceases operating at the subject property.
3. Such land use shall be allowed to relocate within any of the remaining tenant spaces so long as the operation of such land use does not substantially increase in floor area utilization or create a negative impact on itself or on surrounding property with respect to any of the standards of this ordinance. Such relocation within the building shall not require amendment to this special use permit.
4. Any expansion of the proposed land use within the remaining tenant spaces of the building shall require amendment of such special use permit through the public hearing process and Village Board approval.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Staff Report
APPLICATION PZC 2021-10

Community Development Department
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- ☐ Without any further additions, changes, modifications and/or approval conditions.
- ☐ With the following additions, changes, modifications and/or approval conditions:

A handwritten signature in black ink, appearing to read "D. J. Salas", is written over a horizontal line.

Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 1 IN THE API CONSOLIDATION PLAT OF LOT(S) 13, 14, & 15 IN MIDLOTHIAN COURT SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT OF CONSOLIDATION RECORDED DECEMBER 20, 2005 AS DOCUMENT NUMBER 5917934, IN LAKE COUNTY, ILLINOIS.

Parcels Involved: 14-16-104-021

Staff Report
APPLICATION PZC 2021-10

Community Development Department
PZC Hearing Date: September 15, 2021

EXHIBIT B
PUBLIC HEARING SIGN PRESENT AT SUBJECT PROPERTY





Lake County Stars 363 Enterprise Parkway

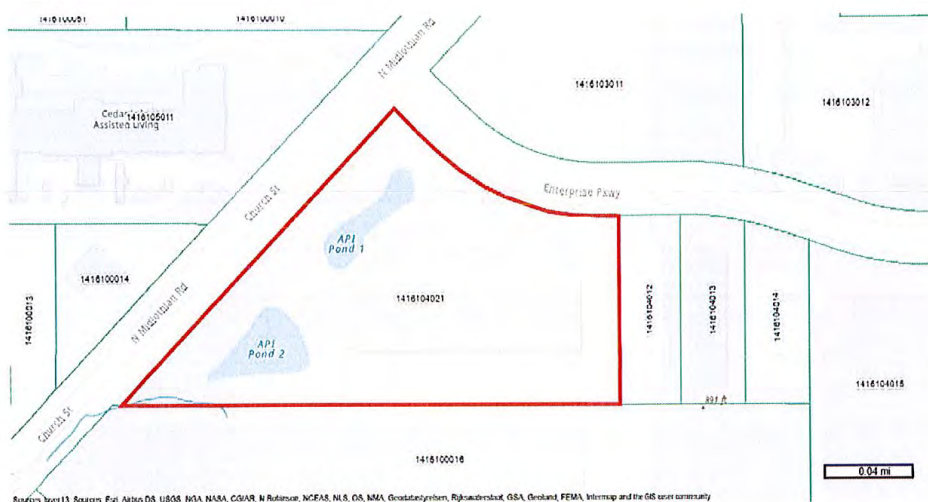


Community Development Department
505 Telser Road
Lake Zurich, IL 60047

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



Lake County Stars 363 Enterprise Parkway

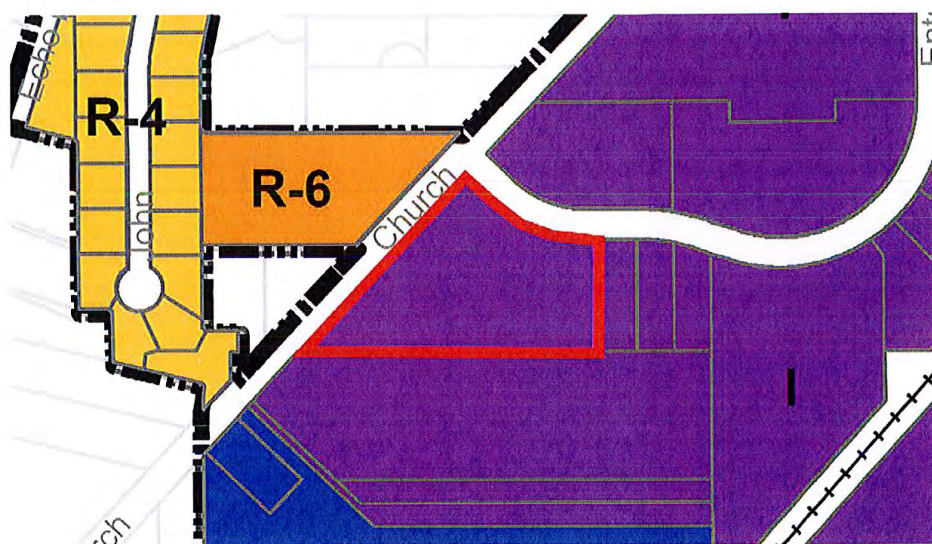


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Lake County Stars
363 Enterprise Parkway



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[www. Lakezurich.org](http://www.Lakezurich.org)

**ZONING APPLICATION**

Community Development Department
505 Telser Rd.
Lake Zurich, IL 60047
Phone: (847) 540-1696
Fax: (847) 540-1769

(Please Type or Print)

1. Address of Subject Property: 363 Enterprise Parkway, Lake Zurich
2. Please attach complete legal description
3. Property Identification number(s): 1416104021
4. Owner of record is: Midlothian Partnership LLC Phone: 847-550-5556
E-Mail Sam.Ko.apinow.com Address: 333 Enterprise Parkway, Lake Zurich
5. Applicant is (if different from owner): Lake County Stars Phone: 847-845-1889
E-Mail info@lakecountystars.org Address: 363 Enterprise Parkway, LZ
6. Applicant's interest in the property (owner, agent, realtor, etc.): tenant
7. All existing uses and improvements on the property are: complete
8. The proposed uses on the property are: youth baseball instruction and training
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
n/a
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
We are tenants so this would be for the owners.
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Lake County Stars
(Name of applicant)

A. Zarkowsky
(Signature of applicant)

Subscribed and sworn to before me this 19 day of August, 2021

[Signature]
(Notary Public)

My Commission Expires 3/10/2024



Midlothian Partners
(Name of Owner, if different)

[Signature]
(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2021.

(Notary Public)

My Commission Expires _____

Please indicate what form of zoning relief your application requires. For assistance, please contact Staff:

☐ Zoning Code **Map** Amendment to change zoning of Subject Property from _____ to _____

☐ Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. 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 Membership Sport + Recreation Club (7997)

(See Section 19-103 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.)

☐ Variation for _____

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

☐ 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.)

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision

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

☐ Site Plan Approval/Major Adjustment/Amendment

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

☐ Exterior Appearance Approval or Amendment

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

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

COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for _____

☐ Comprehensive Plan **Text** Amendment for _____

August 19, 2021

Lake County Stars Baseball
363 Enterprise Parkway
Lake Zurich, IL 60047

To Whom It May Concern,

I am reaching out on behalf of the Lake County Stars Baseball program to tell you a little more about us and our plans for our new facility. We have been around as a successful, growing youth based baseball program for 13 years now. Prior to moving to this address, we were at the former Main Street Sports as well as Home Run Sports both in Lake Zurich. We have grown despite the pandemic and now have 21 teams age 9-17 which predicated a move to find a space that would better accommodate our growing needs and offer a permanent home. When we were looking for new space last winter, we very seriously considered moving to Vernon Hills or Buffalo Grove, but ultimately decided we would best serve our families by staying in Lake Zurich. We have over 250 families committed to us for the 2022 season and close to half of them are Lake Zurich residents with many other from Kildeer, Hawthorn Woods and Long Grove.

We were just named in Baseball Connected Magazine as a Top 10 Baseball Program in all of Illinois. We work closely with Lake Zurich High School with their baseball and football programs and have let both use our indoor facilities for no charge to practice indoors as needed. In addition, eight of this year's winning baseball Varsity players also play for us and we have sent over 40 players on to play college level baseball. We support other local Lake Zurich business with fundraisers that we hold there and for our own needs with painting (Painting 360') and alarm/locks (Active Alarm). We plan to be in Lake Zurich to stay as a permanent home and would like to get involved on the Chamber as well.

As far our our faculty usage goes, all baseball actives are for training and practice only; there will be no games or tournaments held on our grounds. All of our training takes place indoors by professional coaches and parents for the most part drop off and go. We share our building with our adjacent landlords who found it appealing the we are there at basically opposite hours. Our general hours are between October and April from 4:00pm-9:00pm Monday thru Friday and 9am-7pm on weekends. During the summer, our hours are very sporadic with often no one there at all. This works out great for parking as we use the spots when our landlords' business is already gone so we have more than ample parking. All parking spots are shared with all tenants of the building. Most of our parents drop off and go and we encourage parents to patronize businesses in the industrial park (Brewery, food) and other close by Lake Zurich shopping and eateries while they wait for their kids. We never have more than two teams at a time in the facility so traffic is really non existent. Additionally we have 20 coaches who work

for us at all different times as not all teams are there at the same time or day and again in the summer, it is very empty as teams are playing their games elsewhere.

We are a unique program that focus on giving ALL kids a place to play baseball and work with kids of all skill levels. We encourage our teams to do charity work as well as most go to Feed My Starving Children and help at a thrift store restocking merchandise as well. Our building is a second home to our players and the best place for them to go and destress after a long day of school. Our families come back year after year and bring more players based on their own passions for the program. We firmly feel that we serve and represent Lake Zurich very well and contribute a great benefit to the community.

We look forward to many years to come as a successful business in Lake Zurich.
Thank you for your time and cooperation.

Cynthia Zarkowsky
Operations Director, Lake County Stars
info@lakecountystars.org
847-845-1889

8/19/2021

Lake County, IL Property Tax Information

Home > Property Tax > Lake County, IL > 333 ENTERPRISE PKWY, LAKE ZURICH, IL 60047-6733

GENERAL
Profile

PARID: 1416104021
 NBHD: 1565150
 MIDLOTHIAN PARTNERSHIP LLC
 Tax Year: 2021 (Taxes Payable in 2022)
 Parcel

ASSESSOR #: 049

ROLL: RP

333 ENTERPRISE PKWY
 Select Tax Year on the right

1 of 1
 Return to Search Results
 Tax Year: 2021 ▼

Assessment Year: 2021
 Pay Year: 2022
 Property Location: 333 ENTERPRISE PKWY
 Building/Unit #: LAKE ZURICH IL 60047
 City/State/Zip:

Mailing Address: 333 ENTERPRISE PKWY

LAKE ZURICH IL 60047-6733
 Yes - Split/Combine Property After Parceling

Split/Combine Occurred:
 Living Units:
 Neighborhood: 1565150 - Industrial
 Class: IND - Industrial
 Property Use Code: 80 - Industrial Improvements
 Acres: 4.791
 Square Feet: 208,696
 GIS Acres: 4.7785
 Subdivision #: API CONSOLIDATION
 Subdivision Name: 1
 Lot:
 Block:
 Legal 1: API CONSOLIDATION SUB, LOT 1
 Legal 2:
 Legal 3:
 Tax Code Area: 15059 - ELA TWP 059

Mortgage Company:
 ACH: No

Alternate Address
 Address Type Address
 P - Postal 333 ENTERPRISE PKWY, LAKE ZURICH, IL 60047-6733

Parcel Status

Tax Year: 2021
 Active/Deactive: Active

Tax Status

Tax Year: 2021
 In Forfeiture: No
 In Bankruptcy: No
 Taxes Due: No - Taxes are not due for this parcel
 Tax Lien on Property: No
 Tax Adjustment: No

Tax District Information

Township: TOWNSHIP OF ELA
 Road & Bridge: ROAD AND BRIDGE-ELA
 Municipality: VIL OF LAKE ZURICH
 Community College: COLLEGE OF LAKE COUNTY #532

Actions

Neighborhood Sales
 Create Comparisons
 Print & Summary
 Printable Version

Reports

CSV Export
 CSV Export (Commercial)
 CSV New Sales
 CSV New PINS
 Mailing List
 Envelope
 Residential PRG
 Commercial PRG
 Redemption Estimate
 Tax Bill Mobile Format
 Calendar Year Tax Paym
 Tax Bill
 Permit/Notice

<https://tax.lakecountyil.gov/datalets/datalet.aspx?mode=profileall&stIndex=9&idx=1&LMparent=20>

1/2

8/19/2021

Lake County, IL Property Tax Information

Elementary School:
 High School:
 Unit K-12 School District: LAKE ZURICH COMM UNIT SCHOOL DIST #95
 Park:
 Fire Protection:
 Library: ELA AREA PUBLIC LIBRARY DIST
 Sanitary:
 Mosquito Abatement:
 Central Lake Cty Joint AC:
 Special Service Area:
 Tax Increment Finance Area:

Exemption Credits

Tax Year

Prorated Exemption:
 Fully Exempt:
 Senior Freeze:
 Home Improvement:
 General Homestead:
 Senior Homestead:
 Disabled Persons:
 Disabled Veterans:
 Disabled Veterans Standard:
 Returning Veterans:
 Natural Disaster:
 Mobile Home Exemption:

<https://tax.lakecountyil.gov/datalets/datalet.aspx?mode=profileall&slIndex=9&idx=1&LMparent=20>

2/2

8/19/2021

Lake County, IL Property Tax Information

Legal Description

PARID: 1416104021
 NBHD: 1555150
 MIDLOTHIAN PARTNERSHIP, LLC
 Tax Year: 2021 (Taxes Payable in 2022)
 Legal Description

ASSESSOR #: 049
 ROLL: RP
 333 ENTERPRISE PKWY
 Select Tax Year on the right

1 of 1
 Return to Search Results
 Tax Year: 2021

Property Location: 333 ENTERPRISE PKWY LAKE ZURICH 60047
 Deeded Acres: 4.7910
 Square Feet: 208,696
 Legal 1: API CONSOLIDATION SUB: LOT 1
 Legal 2:
 Legal 3:
 Town/City: Y - MUNICIPALITY
 Tax Legal: API CONSOLIDATION SUB: LOT 1
 Tax Code Area: 15059 - ELA TWP 059
 Lot: 1
 Block:
 Act Front: .0000
 Act Depth: 0
 Subdivision ID:
 Subdivision Name: API CONSOLIDATION
 Dimensions:

Actions

[Go Neighborhood Sales](#)
[Go Create Comparables](#)
[Go Printable Summary](#)
[Go Printable Version](#)

Reports

[CSV Export](#)
[CSV Export Comparables](#)
[CSV New Sales](#)
[CSV New PIR3](#)
[Mailing List](#)
[Envelope](#)
[Residential PRC](#)
[Commercial PRC](#)
[Redemption Estimate](#)
[Tax Bill Mobile Home](#)
[Calendar Year Tax Paym](#)
[Tax Bill](#)
[Redemption Receipts](#)

Tax District Information

Township: TOWNSHIP OF ELA
 Road & Bridge: ROAD AND BRIDGE-ELA
 Municipality: VIL OF LAKE ZURICH
 Community College: COLLEGE OF LAKE COUNTY #532
 Elementary School:
 High School: LAKE ZURICH COMM UNIT SCHOOL DIST #95
 Unit K-12 School District:
 Park:
 Fire Protection: ELA AREA PUBLIC LIBRARY DIST
 Library:
 Sanitary:
 Mosquito Abatement:
 Central Lake Cty Joint AC:
 Special Service Area:
 Tax Increment Finance Area:

https://tax.lakecountyil.gov/datalets/datalet.aspx?mode=legal_main&index=9&idx=1&Lmparent=20

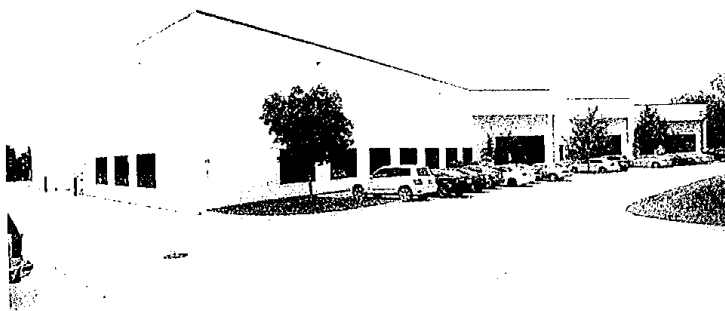
1/1

Lease Availability Report

333-363 Enterprise Pky

Lake Zurich, IL 60047 - South Lake County Ind Submarket

☆☆☆☆



BUILDING

Type	Class B Industrial
Subtype	Warehouse
Tenancy	Multiple
Year Built	2006
RBA	47,864 SF
Floors	1
Typical Floor	47,864 SF
Ceiling Ht	24'

AVAILABILITY

Min Divisible	14,480 SF
Max Contig	14,480 SF
Total Available	14,480 SF
Asking Rent	\$8.45/MG

EXPENSES PER SF

Taxes	\$0.88 (2019)
-------	---------------

SPACES

Floor	Suite	Use	Type	SF Avail	Fir Contig	Bldg Contig	Rent	Occupancy	Term
P 1st	363	Industrial	Direct	14,480/2,413 ofc	14,480	14,480	\$8.45/MG	Vacant	Negotiable

High usage building. Well designed office space with an excellent window line. 400 amp/480 volt electrical service.

LOADING

Docks	4 Int	Drive Ins	4 tot./12'w x 14'h
Cross Docks	None	Cranes	None

POWER & UTILITIES

Power	400a/480v 3p
Utilities	Heating - Gas

LAND

Land Area	4.79 AC
Zoning	I-1; Lake Zurich
Parcel	14-16-104-020

TRANSPORTATION

Parking	101 free Surface Spaces are available; Ratio of 2.11/1,000 SF
Commuter Rail	13 minute drive to Barrington Station Commuter Rail (Union Pacific Northwest Line)
Airport	37 minute drive to Chicago O'Hare International Airport



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3/2/2021
Page 6

Lease Availability Report

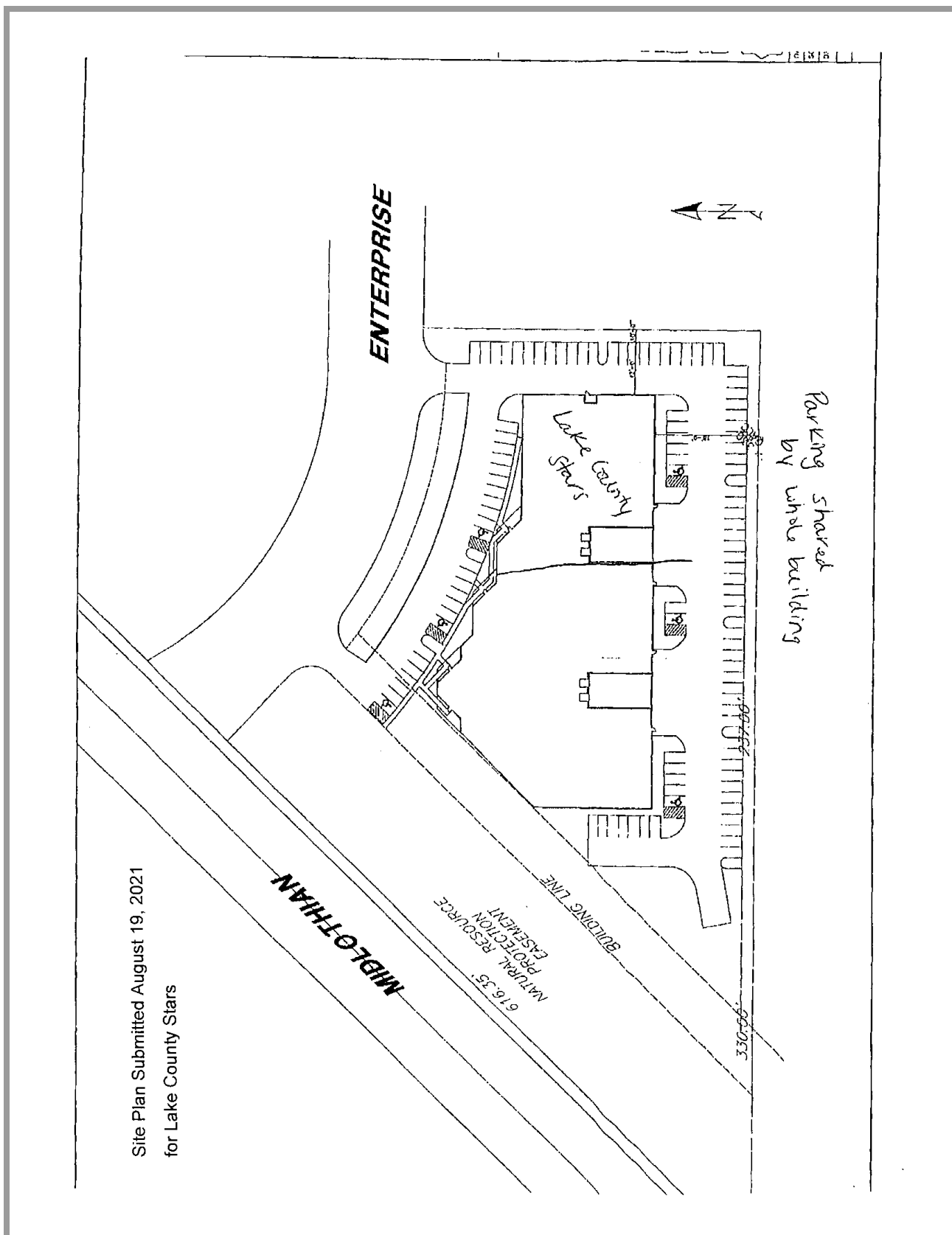
333-363 Enterprise Pky

Lake Zurich, IL 60047 - South Lake County Ind Submarket

☆☆☆☆

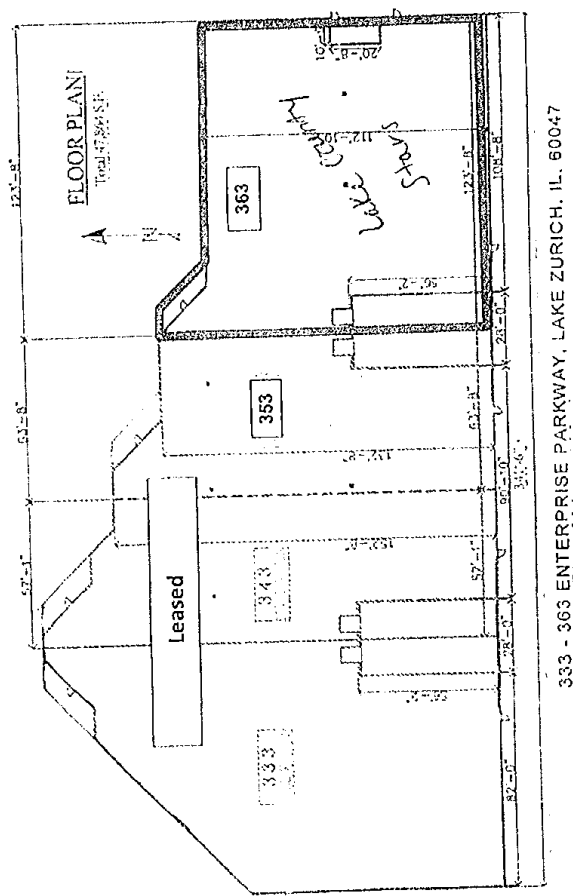
KEY TENANTS

Chelsea Framing Products Inc	15,876 SF	Advanced Plastics Inc.	15,875 SF
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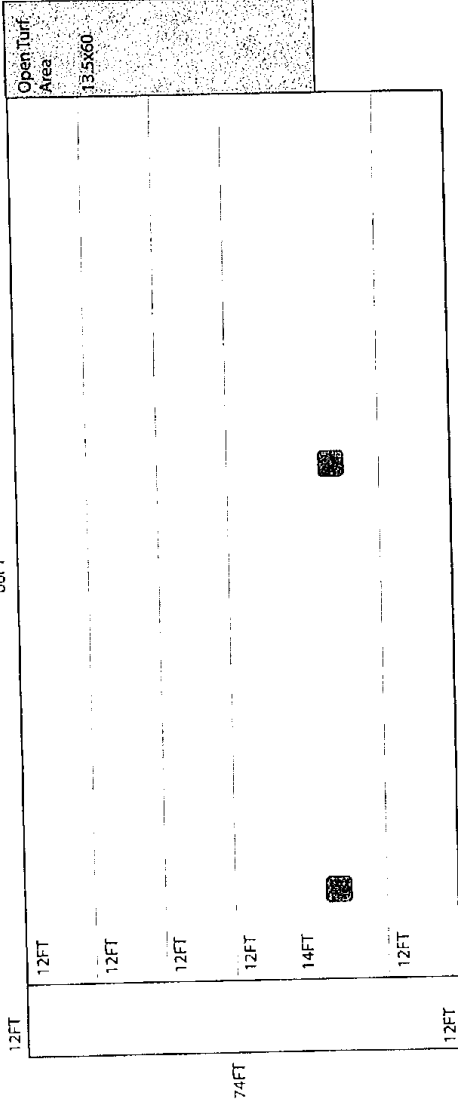


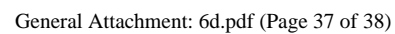
Floor Plan Submitted August 19, 2021
for Lake County Stars

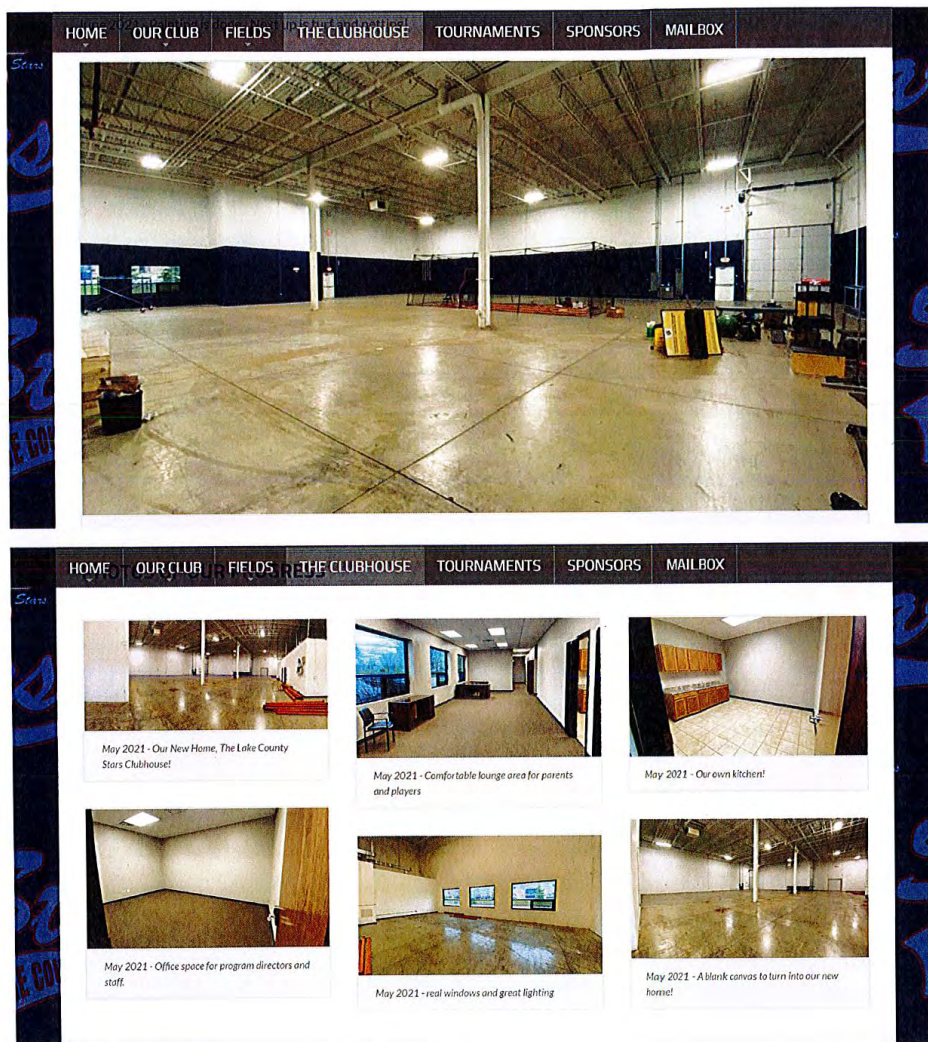
333 - 363 Enterprise Parkway
Lake Zurich, Illinois
Exhibit "A"
Unit 363



333 - 363 ENTERPRISE PARKWAY, LAKE ZURICH, IL. 60047

		COLLINS <small>*Produce Service Since 1974*</small> <small>1000 Lincoln Ave. Suite 100</small> <small>St. Louis, MO 63104</small>	
Proof Date: 5/17/2021	Lettering Font	Production Coordinator Scott Fritz	
Drawn By: Darrell C	Version #: 1	Pantone Colors	





363 Enterprise Parkway - Pictures of the Interior
(as depicted on LC Stars Website – www.lakecountystars.org)



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6E

MEMORANDUM

Date: October 4, 2021

To: Ray Keller, Village Manager

From: Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner
Mary Meyer, Building Services Supervisor

Re: **Zoning Application for a Special Use Permit – 570A Telser Road
Chicago Badminton Academy**

Issue: Mr. Jimmy Sun of Chicago Badminton Academy, LLC and represented by Counsel Mr. Robert K. Naumann, (the “Applicant”), has filed a zoning application for the property at 570A Telser Road (the “Subject Property”). Specifically, the applicant is seeking:

- Special Use Permit for an indoor badminton sports training center (classified as “Membership Sports and Recreation Clubs Sic #7997”) at the Subject Property at 570A Telser Road.

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

- Expand the Village’s role as a major regional economic hub in Lake County.

Analysis: The Subject Property is located within the Village’s I-Industrial Zoning District. The Applicant desires to establish an indoor badminton sports training center within an approximately 14,272 square-foot portion of the existing 69,916 square-foot industrial building, to offer badminton playing facilities to various age groups on a membership basis. The remaining tenant spaces are currently occupied by other industrial and service related uses.

No games or tournaments are proposed at this facility. All activity is proposed to be conducted indoors within the tenant space. The interior of the condominium space contains a large warehouse floor which will be set up for six new badminton courts. Adequate facilities for office space and restrooms are also provided within the space. The academy intends to employ 6 staff per shift. Together with the approximate 24 players (the maximum number on court), it is anticipated that there will be no more than 30 persons on the premises at any given time. Operating hours are

Special Use Permit – Chicago Badminton Academy
October 4, 2021

staggered with business hours of the industrial park and immediately adjacent tenants/users. Hours of operation are 4:00 p.m. to 10:00 p.m. on Mondays, 12:00 p.m. to 10:00 p.m. on Tuesdays through Thursdays, and 8:00 a.m. to 10:00 p.m. on weekends and holidays. The facility will remain closed on Fridays. The building is served by a parking lot containing 110 parking spaces located both in front of and at the rear of the building. 30 parking spaces are dedicated for use by the subject condominium space.

The Planning and Zoning Commission (PZC) held a public hearing on September 15, 2021 to consider the application and voted 6-0 in favor of recommending approval of the Special Use Permit to allow for the badminton training center. No additional conditions were added other than those recommended by staff. The video stream from the PZC meeting can be accessed via the link: <https://play.champds.com/lakezurichil/event/36>

A detailed evaluation and summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is made a part of the attached Ordinance.

Recommendation: At their meeting on September 15, 2021, the Planning and Zoning Commission recommended approval of the Special Use Permit incorporating the conditions for approval provided by staff in its report.

Staff therefore recommends approval of the attached ordinance, with its specific attachments based on the following conditions for approval that are contained within said ordinance:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and background information dated August 23, 2021, and prepared by Mr. Robert K. Naumann, Counsel for the Applicant.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Architectural Site Plan of the Subject Property prepared by Robert M. Jessen and Associates, Inc. last revised on December 17, 1992 (the "Site Plan").
 - d. Floor Plan/Concept Plan delineating the layout of the badminton courts and existing office space and other facilities within the building, submitted on August 23, 2021 (the "Floor Plans").
 - e. Recent deed to the Subject Property recorded with the Lake County recorder as Document No 3136732.
2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's space is allowed to permeate the adjacent units.
3. All activity related to the operation of the business shall be conducted within the enclosed condominium space. The special use constituting this indoor badminton sports training center shall be located within approximately 14,272 square feet of space within the

Special Use Permit – Chicago Badminton Academy
October 4, 2021

industrial tenant condominium addressed at 570A Telser Road as depicted on the Site Plan and Floor Plans submitted by Mr. Robert Nauman, dated August 23, 2021, and shall expire if this indoor badminton sports training center ceases operating at the subject property.

4. The use of the facility is limited to training and practice. No tournaments shall be permitted at this facility. The hours of operation shall be 4:00 p.m. to 10:00 p.m. on Mondays, 12:00 p.m. to 10:00 p.m. on Tuesdays through Thursdays, and 8:00 a.m. to 10:00 p.m. on weekends and holidays. The facility will remain closed on Fridays.
 5. All parking of employees and members of the subject business shall be restricted to the 30 parking spaces dedicated for use by the subject condominium space.
 6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the Subject Property
 - Exhibit B – September 15, 2021 staff report and planning and zoning commission recommendation/conditions

ORDINANCE NO. 2021-10-436

**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
Chicago Badminton Academy – 570A Telser Road**

WHEREAS, Mr. Jimmy Sun of Chicago Badminton Academy, LLC is the applicant (the “Applicant”) for a special use permit for that property at 570A Telser Road (the “Subject Property”), legally described in Exhibit A hereto; and

WHEREAS, the Applicant has filed zoning application PZC 2021-11, dated August 23, 2021 (the “Application”) seeking the approval of the following:

- Special Use Permit for an indoor badminton sports training center (classified as “Membership Sports and Recreation Clubs Sic #7997”) at the Subject Property at 570A Telser Road.

WHEREAS, the current zoning of the Subject Property is the Village’s I Industrial Zoning District; and

WHEREAS, Applicant proposes to occupy an approximately 14,272 square-foot portion of the existing 69,916 square-foot industrial building on the Subject Property to accommodate said badminton sports training facility on the Subject Property; and

WHEREAS, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on August 28, 2021, in The Daily Herald, and the Village of Lake Zurich posted a public hearing sign on the Subject Property on August 30, 2021, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (the “PZC”) on September 15, 2021, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC received and considered the findings, conditions and recommendations as set forth the staff report dated September 15, 2021, (the “STAFF REPORT”) which was provided to the PZC for the meeting, addressing the request for approval of said Special Use Permit; and considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees of the Village of Lake Zurich grant the special use approval requested in this Application, subject to those conditions of approval recommended by Village staff in said STAFF REPORT; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Zurich met on October 4, 2021, and considered the findings and recommendations of the PZC, including the STAFF REPORT dated September 15, 2021, all consisting of 9 pages, said required zoning standards, findings and recommendations attached hereto as Exhibit B and having considered all of the facts and circumstances regarding the Application and these recommended approvals, the Mayor and Board of Trustees have determined that the applicable standards for this special use approval has been met.

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

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS. The foregoing recitals, findings, recommendations, exhibits and plans are incorporated herein as findings and requirements of the Mayor and Board of Trustees, and Exhibits referenced herein are made a part of and incorporated into this Ordinance and related approval, except as otherwise provided below.

SECTION 2: GRANT OF SPECIAL USE PERMIT. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 6 (Section 9-6-3) and Chapter 19 (Section 9-19-3) of Title 9 governing zoning in the Lake Zurich Municipal Code, hereby grant the following approval, as shown and provided in the STAFF REPORT dated September 15, 2021, and final findings and recommendations of the PZC, all consisting of 9 pages, attached hereto as Exhibit B:

Special Use Permit to allow an indoor badminton sports training center (classified as "Membership Sports and Recreation Clubs Sic #7997") and subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and background information dated August 23, 2021, and prepared by Mr. Robert K. Naumann, Counsel for the Applicant.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Architectural Site Plan of the Subject Property prepared by Robert M. Jessen and Associates, Inc. last revised on December 17, 1992 (the "Site Plan").
 - d. Floor Plan/Concept Plan delineating the layout of the badminton courts and existing office space and other facilities within the building, submitted on August 23, 2021 (the "Floor Plans").
 - e. Recent deed to the Subject Property recorded with the Lake County recorder as Document No 3136732.
2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of

the activity within the Applicant's space is allowed to permeate the adjacent units.

3. All activity related to the operation of the business shall be conducted within the enclosed condominium space. The special use constituting this indoor badminton sports training center shall be located within approximately 14,272 square feet of space within the industrial tenant condominium addressed at 570A Telser Road as depicted on the Site Plan and Floor Plans submitted by Mr. Robert Nauman, dated August 23, 2021, and shall expire if this indoor badminton sports training center ceases operating at the subject property.
4. The use of the facility is limited to training and practice. No tournaments shall be permitted at this facility. The hours of operation shall be 4:00 p.m. to 10:00 p.m. on Mondays, 12:00 p.m. to 10:00 p.m. on Tuesdays through Thursdays, and 8:00 a.m. to 10:00 p.m. on weekends and holidays. The facility will remain closed on Fridays.
5. All parking of employees and members of the subject business shall be restricted to the 30 parking spaces dedicated for use by the subject condominium space.
6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS. The findings, conditions and recommendations as set forth in the STAFF REPORT dated September 15, 2021, and the PZC recommendations, all consisting of 9 pages, along with the filings provided to the PZC, regarding the applicable standards of Chapter 6 (Section 9-6-3) and Chapter 19 (Section 9-19-3) of Title 9 governing zoning of the Lake Zurich Municipal Code, are hereby accepted as the Board's own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

SECTION 4: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 5: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 6: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS _____ day of October, 2021.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of October, 2021.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal description of Subject Property

LOTS 3, 4, 5, 6, 7 AND 8 IN LAKE ZURICH INDUSTRIAL CENTER UNIT 4A, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 16, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 15, 1992 AS DOCUMENT 3104597, IN LAKE COUNTY, ILLINOIS. COMMONLY KNOWN AS: 550-590 TELSER ROAD, LAKE ZURICH, IL 60047.

Parcels Involved: 14-16-204-054

EXHIBIT B

September 15, 2021 staff report and
Planning and Zoning Commission recommendation and conditions



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2021-11
PZC Hearing Date: September 15, 2021

AGENDA ITEM 4.B

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission

From: Sarosh Saher, Community Development Director

CC: Tim Verbeke, Planner
Mary Meyer, Building Services Supervisor

Date: September 15, 2021

Re: PZC 2021-11 Zoning Application for 570A Telser Road
Special Use Permit for an Indoor Badminton Sports Training Center

SUBJECT

Jimmy Sun of Chicago Badminton Academy, LLC and represented by Counsel Mr. Robert K. Naumann (the "Applicant") requests a Special Use Permit to allow an indoor badminton sports training center at the property commonly known as 570A Telser Road, within an industrial condominium building, and legally described in Exhibit A attached hereto (the "Subject Property").

GENERAL INFORMATION

Requested Action: Special Use Permit

Current Zoning: I Industrial District

Existing Use: Vacant Unit in Existing Industrial Condo Building

Proposed Uses: Indoor Badminton Sports Training Center
Membership Sports and Recreation Clubs (7997)

Property Location: 570A Telser Road

Applicant: Jimmy Sun of Chicago Badminton Academy, LLC

Staff Report
APPLICATION PZC 2021-11

Community Development Department
PZC Hearing Date: September 15, 2021

Owner: Chicago Title Land Trust Co Trust #114290-08
(Telser Building Account)

Staff Coordinator: Sarosh Saher, Community Development Director

LIST OF EXHIBITS

- A. Legal Description
- B. Public Hearing Sign
- C. Site Photos
- D. Aerial Map
- E. Zoning Map
- F. Parcel Map
- G. Development Application and Attachments
- H. Development Review Comments

BACKGROUND

Jimmy Sun of Chicago Badminton Academy, LLC (the "Applicant"), with the consent of the representative of the owners, Chicago Title Land Trust Co Trust #114290-08, is proposing an indoor badminton sports training center and legally described in Exhibit A attached hereto (the "Subject Property").

The land use is classified as a special use under Membership Sports and Recreation Clubs (7997) in the I Industrial district and as such requires consideration through the public hearing process with Village Board approval.

The Applicant has therefore filed an application with the Village of Lake Zurich received on August 23, 2021 (the "Application") seeking:

- Special Use Permit approval for an indoor badminton sports training center classified under Membership Sports and Recreation Clubs (7997)

The Subject Property is located within the Village's I Industrial Zoning District. The subject property contains 69,916 square feet of multiple-tenant industrial/warehouse buildings on approximately 4.6 acres of land. The Applicant intends to occupy a centrally located 14,272 square-foot tenant space. The remaining tenant spaces are currently occupied by other industrial uses. The building is served by a parking lot containing 110 parking spaces located both in front of and at the rear of the building. 30 parking spaces are dedicated for use by the subject condominium space.

The interior of the condominium space contains a large warehouse floor which will be set up for six new badminton courts. Adequate facilities for office space and restrooms are also provided within the space. No food concessions are proposed to be offered within the facility. Due to the older construction of the building which only included fan ventilation, the Applicant intends to air

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condition the space requiring the installation of condensers on the rooftop of the building. The Applicant has acknowledged the need for screening of these units from view from the street.

The academy intends to employ 6 staff per shift. Together with the approximate 24 players (the maximum number on court), it is anticipated that there will be no more than 30 persons on the premises at any given time.

Operating hours are staggered with business hours of the industrial park and immediately adjacent tenants/users. Hours of operation are 4:00 p.m. to 10:00 p.m. on Mondays, 12:00 p.m. to 10:00 p.m. on Tuesdays and Thursdays, and 8:00 a.m. to 10:00 p.m. on weekends and holidays. The facility will remain closed on Fridays.

Pursuant to public notice published on August 28, 2021, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for September 15, 2021, to consider the Application. On August 30, 2021 the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. **Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. **Zoning History.** The property is located on Lots 3 through 8 of LZ Industrial Center 4A Subdivision that was platted in the early 1990s. The building was constructed around 1992 and was one of the earlier building constructed along Telser Road. It is configured as a group of three adjacent buildings. Each building was originally constructed to accommodate two units. Following changes in interior reconfiguration, the buildings now consist of a total of 5 units. The subject unit is the 3rd unit from the north with its entrance facing Telser Road.
- C. **Surrounding Land Use and Zoning.** The subject property is located within the Lake Zurich Corporate and Industrial Park. The land to the north, south, east, and west of the Subject Property is zoned I-Industrial and improved with a variety of office, research and industrial (light manufacturing) uses. Lake Zurich Industrial Center, within which this use is proposed, contains a mix of office and light industrial uses.
- D. **Trend of Development.** The subject property is located within Lake Zurich's thriving Corporate Industrial Park. The industrial park allows for the establishment of a number of offices, research, industrial and manufacturing uses, as well as service uses that include automotive repair, physical fitness and certain educational uses. Other similar fitness and recreational uses located in the industrial park include MVP Sports Academy on Oakwood Road, US Gymnastics Training Center on Enterprise Parkway, Flight Athletic Performance and CrossFit Lykos on East Main Street (but within Industrial Zoned properties) and Formula One Cheer on Oakwood Road that was recently approved.

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The proposed sports and recreation facility is allowed as a Special Use within the Industrial District.

- E. **Zoning District.** The I industrial district is intended to provide for a range of nuisance free manufacturing, warehousing, transportation, wholesaling, and industrial uses that are compatible with the suburban residential character of the village. The industrial district is also meant to accommodate certain professional offices and similar uses that may provide services to the industrial users and are compatible with the industrial character of the district. It is the goal of these regulations to provide and preserve an area within the village for industrial uses that create employment and economic benefits for the village and the industrial district.

GENERAL FINDINGS

Staff of the Village's Development Review Team (DRT) has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on specific sections of the Code.

9-19-3: STANDARDS FOR SPECIAL USE PERMITS.

Staff has reviewed the plan and found that the development proposal will continue to remain in substantial conformance with the standards for Special Use Permits as outlined below.

- A. General Standards: No special use permit shall be recommended or granted unless the applicant shall establish substantial conformance with the following:

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

Staff Response: Standard met. The development will continue to remain in substantial conformance with the purpose and intent of the I-Industrial District, and the land use designation of the adopted Comprehensive Plan.

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

Staff Response: Standard met. The business is a land use that is allowed as a special use within the I Industrial district. All activities will take place within the enclosed condominium space and will have minimal impact to the immediately adjacent spaces. Due to the evening hours of operation, the impact of noise of activity from the subject use is not likely to have any negative impact on the adjacent tenant spaces.

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The business has demonstrated that it will not have any substantial or undue adverse effect upon any adjacent properties and does not adversely impact the public health, safety, and general welfare of the Village.

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

Staff Response: Standard met. The entirety of the business and its activities will be operated within a 14,272 square-foot enclosed tenant space within the building.

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

Staff Response: Standard met. The proposed development is currently served by and will continue to be served adequately by essential public facilities and services such as streets, utilities, drainage and other municipal services. No change in impact these are anticipated at this time.

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

Staff Response: Standard met. Telser Road has adequate capacity to accommodate the traffic generated by vehicles of members that will use the facility. The unit is allocated 30 parking spaces, which have been determined to be adequate by the applicant.

Access to the property is provided at four locations – three access points facing Telser Road and a third access point off Heather Drive. The two northerly access points off Telser Road provide access to the two central units facing Telser Road. These spaces are proposed to be used by the Applicant's members. The southerly access and the one access off Heather Drive provide access to the units that face the rear and also serve the loading docks. As such access to the property is well dispersed to create minimal conflict between traffic to different units on the property.

Additionally, due to the hours of operation in the evening, the likelihood of traffic congestion is minimized.

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

Staff Response: Standard met. The proposed use will not result in the destruction or removal of any natural features. The proposed use would be conducted entirely within an existing tenant space on the already improved lot.

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

Staff Response: Standard met. There are no additional standards imposed on the land use by the zoning code.

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

Staff Response: Standard met. The proposed land use will continue to have a positive effect on the zoning district by utilizing the available list of special uses within the I-Industrial district to fill an otherwise vacant tenant space.

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

Staff Response: Standard met. There are no additional standards for the proposed special use. Staff will ensure that compliance is established before any final occupancy permits are issued.

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

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

Staff Response: Standard met. The proposed land use will bring a new activity to the community. Residents of the village will be provided with a convenient establishment to participate in the sport of badminton.

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

Staff Response: Standard met. There is no evidence that the proposed location is inappropriate for the proposed land use, so an alternative location would not be any more appropriate than the proposed location. The badminton academy will continue in keeping with a trend already established by the other sports, recreation and fitness facilities already established in the industrial park.

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

Staff Response: Standard met: The warehouse building with its large floor plate and high ceilings offers an ideal location for the proposed land use. The badminton academy will be established and operated in a manner to prevent any undue adverse effect on itself or on adjacent surrounding property in relation to its location, design and operation. All primary activities of the proposed use are to be conducted within the enclosed 14,272 square-foot tenant space.

RECOMMENDATION

The recommendation of the Planning and Zoning Commission should be based on the standards included in the following Sections of the Lake Zurich Municipal Code:

- Section 9-19-3: Standards for Special Use Permits

Based on the review of staff, the standards for approval have been met and/or clarified and therefore staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Staff of the Community Development Department therefore recommends the approval of Application PZC 2021-11, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and background information dated August 23, 2021, and prepared by Mr. Robert K. Naumann, Counsel for the Applicant.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Architectural Site Plan of the subject property prepared by Robert M. Jessen and Associates, Inc. last revised on December 17, 1992.

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- d. Floor Plan/Concept Plan delineating the layout of the badminton courts and existing office space and other facilities within the building, submitted on August 23, 2021.
 - e. Recent deed to the property recorded with the Lake County recorder as Document No 3136732.
- 2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's space is allowed to permeate the adjacent units.
 - 3. All activity related to the operation of the business shall be conducted within the enclosed condominium space. The special use constituting this indoor badminton sports training center shall be located within approximately 14,272 square feet of space within the industrial tenant condominium addressed at 570A Telser Road as depicted on the Site and Floor Plans submitted by Mr. Robert Nauman, dated August 23, 2021, and shall expire if this indoor badminton sports training center ceases operating at the subject property.
 - 4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,

Sarosh Saher
Community Development Director

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**LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS**

**FOR 570A TELSER ROAD
September 15, 2021**

The Planning & Zoning Commission recommends approval of Application PZC 2021-11, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **September 15, 2021** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and background information dated August 23, 2021, and prepared by Mr. Robert K. Naumann, Counsel for the Applicant.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Architectural Site Plan of the subject property prepared by Robert M. Jessen and Associates, Inc. last revised on December 17, 1992.
 - d. Floor Plan/Concept Plan delineating the layout of the badminton courts and existing office space and other facilities within the building, submitted on August 23, 2021.
 - e. Recent deed to the property recorded with the Lake County recorder as Document No 3136732.
2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's space is allowed to permeate the adjacent units.
3. All activity related to the operation of the business shall be conducted within the enclosed condominium space. The special use constituting this indoor badminton sports training center shall be located within approximately 14,272 square feet of space within the industrial tenant condominium addressed at 570A Telser Road as depicted on the Site and Floor Plans submitted by Mr. Robert Nauman, dated August 23, 2021, and shall expire if this indoor badminton sports training center ceases operating at the subject property.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - ☐ Without any further additions, changes, modifications and/or approval conditions.
 - ☐ With the following additions, changes, modifications and/or approval conditions:



Planning & Zoning Commission Chairman

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EXHIBIT B
PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY





Chicago Badminton Academy 570A Telser Road



Community Development Department
505 Telser Road
Lake Zurich, IL 60047

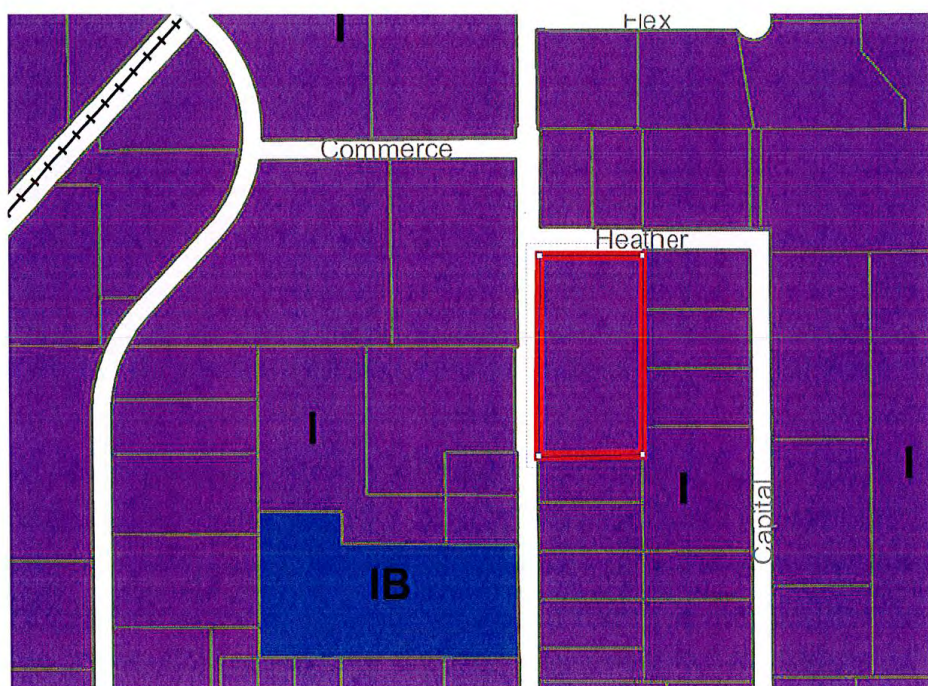
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Parcel map of Lake Zurich, Illinois, showing various land parcels with their respective IDs and names. A red rectangle highlights a specific parcel with ID 1418204054. The map includes labels for streets like Oakwood Rd, Commerce Dr, Heather Dr, and Capital Dr. It also shows Lake Zurich Industrial Center Pond 1, Lake Zurich Corporate Park Pond 1, and Lake Zurich Corporate Park. A scale bar indicates 0.07 miles.

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**Chicago Badminton Academy
570A Telser Road**



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NAUMANN, AGNELLO & ASSOCIATES, LLC

ROBERT K. NAUMANN · JOSEPH S. AGNELLO · JOSEPH J. WHANG

August 23, 2021

Sarosh B. Saher
Community Development Director
Village of Lake Zurich
505 Telser Road
Lake Zurich, Illinois 60047

Re: Letter of Transmittal for Chicago Badminton Academy
Proposed Use at 570A Telser Road, Lake Zurich, Illinois 60047 ("Property")

Dear Mr. Saher:

The undersigned represents Chicago Badminton Academy, LLC ("Petitioner") regarding the matter identified above. We are pleased to submit for review an application and supporting materials for a proposed use in connection with Petitioner's intended lease of the Property identified above. Included with this letter you are receiving the following required documents, some of which have been previously submitted on Friday, August 6:

This **Letter of Transmittal**, together with the following Exhibits:

1. The completed **Zoning Application**, signed by Petitioner and the Property owner;
2. The following additional completed applications and forms:
 - a. **Business License & Occupancy Application**;
 - b. **Public Works Department Industrial Wastewater Questionnaire**;
 - c. **Fire Prevention Bureau Occupancy Directory Form**;
 - d. **Finance Department Utility Billing Account Application**;
3. An **Architectural Site Plan**;
4. A proposed **Floor Plan/Concept Plan**;
5. **Aerial and street-level images** of the Property;
6. **Legal description** of the subject Property;
7. The most recent **deed** for the Property; and
8. A **Cover Letter to the Chair of the Planning & Zoning Commission** (to come).

1. Background Information

Petitioner, Chicago Badminton Academy, LLC, is seeking to establish its first indoor badminton sports training center in the northwest suburbs of Chicago. The location at 570A Telser Road has presented an ideal opportunity, and Petitioner has entered into a lease with the Property owner contingent upon approval of the intended use by the Village of Lake Zurich.

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REAL ESTATE – TRUSTS & ESTATES – CORPORATE & BUSINESS LAW

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a. Building History

Upon information and belief, the development of the improvements at 550-590 Telser Road was originally commenced in or around 1992. The present improvements on the site follow the plans drawn up in the last half of that year for what appears from the street to be a single structure, but which is actually three adjacent buildings, running south from Heather Circle along the east side of Telser Road. The buildings are single-story warehouse and light industrial buildings with office space appurtenant to each unit along the north, west, and south sides. The buildings were designed to accommodate two units each and were originally assigned six separate property index numbers, although the southernmost building, known as 550 Telser, appears to have always been used as a single unit. In or around 2012, the six PINs were combined into one PIN, but the property is still divided into five units, which from north to south, are commonly known as 590A, 590B, 570A, 570B, and 550. The Petitioner seeks to occupy the unit known as 570A Telser Road, which is the third unit from the north and is the left side of the setback center building as you face the Property from Telser Road.

b. Building Characteristics and Planned Occupancy

New construction is not an option for Petitioner; existing space is a must. A typical inline or free-standing retail space would not have the necessary interior clearance for the intended sports use, and while many modern industrial spaces have 28-foot or even 40-foot clearance, the 20-foot ceilings at 570A are more than adequate for the intended use. The unit includes office space, but most of the +/- 14,272 square feet consists of the open warehouse floor. As indicated in the proposed Floor Plan included with this transmittal, the existing warehouse floor should comfortably accommodate six separate courts. If fully occupied with doubles, the courts would therefore accommodate 24 players, which together with an intended per-shift staff of six, results in a total occupancy of only 30 persons at any given time.

Because there is only space in the facility for six courts, the space would not accommodate tournaments. Due to the time required to play complete matches, in order for a space to host tournaments, it would typically need at least twelve courts. For that reason, the Petitioner does not anticipate any additional occupancy for observers, referees, or other bystanders.

c. Hours of Operation

The hours of operation would be generally opposite typical business hours and are therefore expected to complement the remaining use of the adjacent units. Proposed hours would have the operation close at 10:00 p.m. nightly, with opening at 4:00 p.m. on Monday, 12:00 p.m. Tuesday – Thursday, and 8:00 a.m. on Saturdays, Sundays and holidays. The operation would be closed on Fridays. Peak hours are expected to be during weekday evenings and all day on weekends.

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d. Parking

The unit has 30 existing parking stalls, including one accessible parking stall, and there is space for additional parking stalls to be added. However, the type of proposed use in question requires only one parking space for every three occupants according to the Village Zoning Code, Section 10-1(F)(2)(e)(6). Therefore, based on the available parking stalls alone, the available occupancy limit would be 90 persons, or three times what the Petitioner anticipates at full occupancy. Even assuming that only 25 parking stalls could be used due to the Illinois requirement of one accessible stall per 25 stalls, *see* 71 Ill. Admin. Code 400.APPENDIX A, Sec. 208.2, the available parking stalls would still allow an occupancy of 75 persons, which is far in excess of the petitioner's need.

e. Other Occupancy Matters

The unit is equipped with four lavatories which contain a total of four water closets and one urinal. Based on the number of fixtures, excluding the urinal, the International Building Code ("IBC"), which has been adopted by the Village pursuant to Village Code Section 8-3-1, allows for occupancy by up to 230 persons (150 male and 80 female) per Section 2902.1. That calculation assumes a use defined in the IBC as "tennis courts for indoor sporting events and activities," which is the closest parallel use identified in the IBC. Again, that number is far in excess of the intended use.

The unit itself has four exterior exits, of which three of those are directly appurtenant to the present warehouse area and the intended badminton court area. The remaining building exit is the main entrance located in the office area on the west face of the unit, and that exit can be reached by two separate exit access doorways from the badminton court area. Based solely upon egress requirements, the International Fire Code ("IFC") would allow an occupant load in excess of 1,000 persons (IFC Section 1006.2.1.1). Based solely upon the square footage of the space, the occupancy load in the badminton court area could be up to 2,000 persons (IFC Section 1004.5), assuming the badminton court area is only 10,000 square feet and assuming the use is defined as an "assembly use, standing" (i.e., without chairs), which is the nearest parallel to the "tennis courts for indoor sporting events and activities" use defined by the International Building Code. Egress and floor area, therefore, create no practical limit on the proposed occupancy.

f. Other Public Safety Matters

As the structure was constructed in or around 1993, and there have been no dramatic changes in requirements for fire suppression or operation of emergency exits since that time, the proposed use should draw no objections nor create any additional requirements with respect to public safety. The Petitioner intends no modification to the internal layout (i.e., no additional interior full- or partial-height walls will be added) that would interfere with existing fire suppression. For those reasons, public safety matters should not interfere with the proposed use and occupancy.

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g. Background Information Summary

As explained above, the building is ideal for the Petitioner's intended use. No nuisance will be created by the intended use inasmuch as the occupancy will be minimal and the peak hours of operation are generally opposite of the peak hours of operation of the adjacent units and the businesses in the immediate vicinity. Because there is no intended change to the interior layout, public safety concerns are not implicated and there is no practical limitation on occupancy. Based on the foregoing analysis, the limiting factor for occupancy is parking, and the available spaces without modification allow for occupancy by no less than 75 persons.

2. Intended Use within the Existing Zoning District

a. Proposed Use is Approvable as Permitted or Special Use

The Property is located within the Lake Zurich Industrial "I" District. The Petitioner contends that the Zoning Code provides for approval of the proposed use as a Permitted Use pursuant to Section 9-6-2(H)(10): "Miscellaneous industrial and business uses, not otherwise classified, if approved by the village manager; provided, however, that any such use: a) shall be compatible with and consistent with existing uses in the vicinity of the proposed use and shall be compatible with the general character of the industrial uses throughout the I district, b) shall not entail any use, process, or item that poses any threat of environmental injury to land, air, or water, c) shall not interfere with industrial traffic patterns, and d) shall not be substantially devoted to retail sales that are dependent on customer traffic to the premises." Notwithstanding the foregoing, Petitioner is complying with the requirements of a Special Use Application. The nearest equivalent to the proposed use would be something under Section 9-6-3(F)(7), (8), or (9), although no use defined in the Code exactly describes the intended use.

b. Proposed Use is Compatible and Consistent with Existing Uses

As demonstrated above, due to the need for ceiling clearance, the relatively small number of occupants the space will accommodate, and the off-hours nature of the proposed patronage, the Petitioner's proposed use is well compatible with existing uses in the vicinity. Based on similar uses in the area, the Petitioner's proposed use is also consistent with existing uses in the vicinity and compatible with the general character of the industrial uses throughout the I district. From a brief search, it appears for example, that MVP Sports Academy is located on Oakbrook Road, US Gymnastics Training Center is located on Enterprise Parkway, and Flight Athletic Performance and CrossFit Lykos are located on East Main Street. All of the foregoing operations are located in land that is zoned as Industrial District.

c. Proposed Use is Not Otherwise Incompatible with the "I" District

In addition to being compatible and consistent with existing uses, all other considerations are favorable for the proposed use. There is no threat of environmental injury; in fact, the proposed use will be one of the cleanest uses in the entire Industrial District. The proposed use creates a very small amount

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of traffic, and primarily outside of normal business hours, so as not to interfere with industrial traffic patterns. Also, the proposed use is not substantially devoted to retail sales which would be dependent on consumer traffic to the premises. The physical characteristics of the building make the location ideal for the proposed use, the proposed use does not interfere in any way with the general purposes of the Industrial District, and the proposed use is consistent with several existing uses in "I" zoned areas of the Village.

3. Other Considerations

In order to round out responses to all other matters raised by the Zoning Application and the Occupancy Application, the Petitioner confirms the following. Although the Petitioner intends to modify rooftop mechanical units to convert the present warehouse space from fan ventilation only to an air conditioned space, the Petitioner does not expect that to interfere with the approval of the proposed use. The Petitioner is aware, as indicated in the Business License and Occupancy Application, that permits will be required and screening may also be required for those modifications. No other considerations pose any threat to approval, either. The proposed use does not alter the existing improvements in any material way and therefore is expected to need no zoning variations. Likewise, because the proposed use will be within an existing structure and no modification of the footprint of that structure is planned, considerations of wetlands and/or conservancy soils are inapplicable to the proposed application. Further, based on the relatively minimal anticipated occupancy of the Property at any one time, the available public and private streets and utilities on and around the property are expected to be more than adequate to serve the proposed use.

4. Summary

In view of the foregoing considerations, the Petitioner Chicago Badminton Academy, LLC, respectfully requests approval of its proposed use of the space at 507A Telser Road as an indoor badminton sports training center. While every effort has been made to address all matters that Petitioner could anticipate from the Village and provide reliable documentation in support of this request, the undersigned is ready to answer any questions that may arise. Please do not hesitate to contact me at 847-593-8777 or egv@nalawgroup.com. Thank you in advance for your consideration.

Yours truly,



Robert K. Naumann

cc: Chicago Badminton Academy, LLC

EXHIBIT 1



(Please Type or Print)

ZONING APPLICATION

Community Development Department
505 Telser Rd.
Lake Zurich, IL 60047
Phone: (847) 540-1696
Fax: (847) 540-1769

1. Address of Subject Property: 570A Telser Road
2. Please attach complete legal description
3. Property Identification number(s): 14-16-204-054
4. Owner of record is: Chicago Title Land Trust Co Trust #114290-08 Phone: 847-207-4140
E-Mail dwmakay@aol.com Address: c/o Gladstone, 300 E Higgins Rd #100, Elk Grove Village IL 60007
5. Applicant is (if different from owner): Chicago Badminton Academy LLC Phone: 224-424-7373
E-Mail jimmysun@cba.company Address: 570A Telser Rd, Lake Zurich IL 60047
6. Applicant's interest in the property (owner, agent, realtor, etc.): Lessee/Tenant
7. All existing uses and improvements on the property are: The unit is +/- 14,272 sf of a +/- 69,916 sf, single-story, multi-unit warehouse and light industrial building with office space appurtenant to each unit along the south, west, or north sides.
8. The proposed uses on the property are: Applicant proposes to open a badminton training academy in the unit.
The proposed use may be described as Fitness and Recreational Sports Centers, NAICS 713940, or under SIC 7999.
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
Setbacks per subdivision plat doc #3104597 1/15/92; easements per docs 3222010 10/6/92, 3231164 10/23/92, 3272072 1/14/93.
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
Not applicable. The property is not for sale, upon information and belief.
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

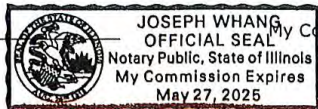
THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Chicago Badminton Academy LLC
(Name of applicant)

Jin Sun Manager
(Signature of applicant)

Subscribed and sworn to before me this 10th day of August, 2021.

[Signature]
(Notary Public)



JOSEPH WHANG
OFFICIAL SEAL
Notary Public, State of Illinois
My Commission Expires 5/27/2025
May 27, 2025

(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2021.

(Notary Public)

My Commission Expires _____

Please indicate what form of zoning relief your application requires. For assistance, please contact Staff:

☐ Zoning Code **Map** Amendment to change zoning of Subject Property from ____ to ____

☐ Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. 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 Permitted Use 9-6-2(H)(10) or Special Use 9-6-3(F)(7/8/9)

(See Section 19-103 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.)

☐ Variation for _____

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

☐ 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.)

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision

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

☐ Site Plan Approval/Major Adjustment/Amendment

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

☐ Exterior Appearance Approval or Amendment

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

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

COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for _____

☐ Comprehensive Plan **Text** Amendment for _____

**ZONING APPLICATION**

Community Development Department

505 Telser Rd.

Lake Zurich, IL 60047

Phone: (847) 540-1696

Fax: (847) 540-1769

(Please Type or Print)

1. Address of Subject Property: 570A Telser Road
2. Please attach complete legal description
3. Property Identification number(s): 14-16-204-054
4. Owner of record is: Chicago Title Land Trust Co Trust #114290-08 Phone: 847-207-4140
E-Mail dwmakay@aol.com Address: c/o Gladstone, 300 E Higgins Rd #100, Elk Grove Village IL 60007
5. Applicant is (if different from owner): Chicago Badminton Academy LLC Phone: 224-424-7373
E-Mail jimmysun@cba.company Address: 570A Telser Rd, Lake Zurich IL 60047
6. Applicant's interest in the property (owner, agent, realtor, etc.): Lessee/Tenant
7. All existing uses and improvements on the property are: The unit is +/- 14,272 sf of a +/- 69,916 sf, single-story, multi-unit warehouse and light industrial building with office space appurtenant to each unit along the south, west, or north sides.
8. The proposed uses on the property are: Applicant proposes to open a badminton training academy in the unit.
The proposed use may be described as Fitness and Recreational Sports Centers, NAICS 713940, or under SIC 7999.
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
Setbacks per subdivision plat doc #3104597 1/15/92; easements per docs 3222010 10/6/92, 3231164 10/23/92, 3272072 1/14/93.
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
Not applicable. The property is not for sale, upon information and belief.
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

(Name of applicant)

(Signature of applicant)

Subscribed and sworn to before me this _____ day of _____, 2021.

(Notary Public)

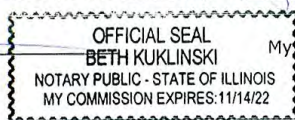
My Commission Expires _____

Sergey Tarlov
(Name of Owner, if different)

Sergey Tarlov
(Signature of Owner, if different)

Subscribed and sworn to before me this 10th day of August, 2021.

(Notary Public)

My Commission Expires 11-14-2022

Please indicate what form of zoning relief your application requires. For assistance, please contact Staff:

☐ Zoning Code **Map** Amendment to change zoning of Subject Property from _____ to _____

☐ Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

(See Section 18-103 of the Lake Zurich Zoning Code for specific standards. If a specific parcel is the subject of this amendment, then provide the additional information listed in Section 18-103C.)

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(See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

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☐ Variation for _____

(See Section 17-104 of the Lake Zurich Zoning Code for specific standards. Please indicate what your specific hardships are in the cover letter.)

☐ 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.)

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision

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

☐ Site Plan Approval/Major Adjustment/Amendment

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

☐ Exterior Appearance Approval or Amendment

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

APPLICATION TO ANNEX CERTAIN TERRITORY

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☐ Petition to Annex Certain Territory (Please complete attached petition)

☐ Application to Annex Certain Territory

COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan **Map** Amendment for _____

☐ Comprehensive Plan **Text** Amendment for _____

EXHIBIT 2



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

PROCEDURE FOR BUSINESS OCCUPANCY IN LAKE ZURICH

- 1) Contact Community Development Department to determine if use is permitted at specific location. If use is permitted, follow step #2. If use is not permitted or requires a Special Use permit, follow step #7.
- 2) If your business proposes selling and/or serving alcohol, contact Michael Duebner at 847-540-1690 for liquor license requirements.
- 3) If your business proposes selling and/or serving food, contact the Lake County Health Department at 847-377-8040 for requirements.
- 4) If no alterations or improvements (structural, plumbing, electrical, etc.) are proposed, complete the attached forms and return them to the Building & Zoning Department along with the required inspection fee. After zoning approval, applicant will be contacted to schedule inspections. Please call 48 hours in advance of required inspection time. Inspections are conducted M-F between 8:30a.m.-3:30p.m.
- 5) Completed forms can be e-mailed directly to **Permits@LakeZurich.org**. The fee can be paid by cash, check (payable to the Village of Lake Zurich), and credit card or online at: <http://LakeZurich.org/Epay>. All credit card and online payments are subject to a 2.25% processing fee.
- 6) If alterations/improvements are proposed, contact the Building & Zoning Department for permit requirements.
- 7) Once all inspections have passed and the Certificate of Occupancy is ready to be issued, a business representative will be required to sign for the Certificate at the Community Services Facility. If applicable, the business license fee will be due at time of Certificate issuance.
- 8) Businesses that are not permitted or require a Special Use permit need to receive approvals prior to occupancy allowance. The application process is approximately 60 days. Contact the The Village Planner at 847-540-1759 to arrange for a pre-application meeting.

FEES FOR OCCUPANCY INSPECTION:

Square footage:	Fees
0 - 5,000	\$170.00
5,001 - 10,000	\$255.00
10,001 - 50,000	\$365.00
More than 50,001	\$505.00

PLEASE SUBMIT A FLOOR PLAN INDICATING THE AREA YOU INTEND TO OCCUPY WITH THE APPLICATION

Failed inspections are allowed one re-inspection. Additional re-inspections are scheduled after a re-inspection fee is paid



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047
(847) 540-1696
Fax (847) 726-2182
Permits@LakeZurich.org
www.LakeZurich.org

BUSINESS LICENSE & OCCUPANCY APPLICATION

ATTACH FLOOR PLAN CLEARLY ILLUSTRATING THE BUILDING AREA YOU INTEND TO OCCUPY

Check one of the following:

- ☒ Existing Building: New Tenant, No Alterations ☐ Existing Building: New Tenant, Alterations to Building
☐ Existing Building: Name/Ownership Change Only ☐ New Building: New Occupant

Other: _____

1. Business Name: Chicago Badminton Academy LLC
2. Location/address: 570A Telser Road Business Phone: (224) 424-7373
3. Business owner's name: Jimmy Sun Email: jimmysun@cba.company
4. Circle one: Single ownership, partnership, corporation, joint venture, other: _____
5. Property Owner Name: CT Land Tr Co Trust #114290-08 Phone: (847) 207-4140
6. Emergency Contact Name: Dale Markay Address: 300 E Higgins Rd Ste 100, Elk Grove Village IL 60007 Phone: (847) 439-8100
7. Type of business use (BE SPECIFIC) – if an office – what type of service, if retail, what products are sold, if manufacturing, what products, etc.
Indoor badminton training facility

8. Employee/Building Data:

Total Number of Employees	6
Number of Toilet Rooms	4
Number of Exits	4
Total Square Footage of space	+/- 14,272 sf
Proposed Move In Date:	10/1/2021
Parking Spaces Required	10 [per Zoning Code 10-1(F)(2)(e)(6)]

9. Will trucks be parked on site? NO If yes, where/how many? N/A
10. Will hazardous chemicals/material be stored on site? If yes, a list must be provided of hazardous chemicals. No
11. A separate permit is required for parking lot sealing/restriping. Initial to acknowledge: RKN
12. A permit and screening is required for changes to rooftop mechanical units. Initial to acknowledge: RKN
13. Permanent & temporary signs require a permit (including banners etc). Initial to acknowledge: RKN
14. Outdoor storage is not permitted; dumpsters shall be within approved enclosures. Initial to acknowledge: RKN
15. RPZ (backflow preventers) shall be certified annually. Initial to acknowledge: RKN

NO BUSINESS SHALL BE OCCUPIED WITHOUT A CERTIFIED OF OCCUPANCY AND BUSINESS LICENSE ISSUED BY THE VILLAGE OF LAKE ZURICH. FAILURE TO OBTAIN CERTIFICATE AND OR BUSINESS LICENSE MAY RESULT IN BUSINESS CLOSING AND OR FINES.

/s/ Robert K. Naumann, Attorney for Applicant

Jimmy Sun

8/6/2021

Signature – business owner/agent

Printed name – business owner/agent

Date

Responsible for above requirements

Office Use Only: Zoning SIC#: _____

Approved

Denied

Comments

Building and Zoning Signature: _____

Date: _____



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

INDUSTRIAL WASTEWATER QUESTIONNAIRE

Facility Name: Chicago Badminton Academy LLC

Facility Address: 570A Telser Road

Telephone Number: (224) 424-7373

Facility Representative: CT Land Tr Co Trust #114290-08

Describe the type of business activity at this location:

Indoor badminton training facility

Number of employees: 6 Days of operation: See "Hours of op."
Hours of operation: M-F, 5-10; S-S 7-7

List all North American Industry Classification System Numbers (SIC Numbers): 713940

Does this facility generate any wastewater from any manufacturing process?

Yes ☐ No ☒

Does this facility operate a pretreatment process or device used for treating wastewater prior to discharge to the sewer? Yes ☐ No ☒

Does this facility have a grease trap? Yes ☐ No ☒

If yes, how many? N/A

Name of person completing this report: Robert K. Naumann

Title: Attorney for Applicant

For Office Use Only

Date Received: _____

Further Action Necessary: _____

Reviewed By: _____ Date: _____



At the Heart of Community

FIRE DEPARTMENT
Fire Prevention Bureau

1075 Old McHenry Road
Lake Zurich, Illinois 60047

(847) 540-5073
FAX: (847) 550-1779
LakeZurich.org

OCCUPANCY DIRECTORY / EMERGENCY CONTACTS

FAX BACK TO FIRE PREVENTION BUREAU 847-550-1779

OR EMAIL TO: FIRE.BUREAU@LAKEZURICH.ORG

Date: 8/6/2021

Name of Business: Chicago Badminton Academy LLC

Business Address: 570A Telser Road

Business Phone: (224) 424-7373

Business Email: jimmysun@cba.company

Business Owner: Jimmy Sun After Hrs Phone: _____

Building Owner: CT Land Tr Co Trust #114290-08 **Phone:** (847) 207-4140

Building Owner Mail Address: c/o Gladstone Group Inc, 300 E Higgins Rd Ste 100

City: Elk Grove Village **State:** IL **Zip:** 60007

Building Owner Email: dwmakay@aol.com

LIST THE EMERGENCY CONTACTS THAT CAN BE CALLED FOR INFORMATION
AFTER BUSINESS HOURS

Name: Dale Markay Primary Phone: 847-439-8100

Secondary Phone: (847) 207-4140

Name: _____ Primary Phone: _____

Secondary Phone: _____

Name: _____ Primary Phone: _____

Secondary Phone: _____



At the Heart of Community

FINANCE DEPARTMENT

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

UTILITY BILLING ACCOUNT APPLICATION

PROPERTY SERVICE ADDRESS

Street Address: 570A Telser Road		Unit #:
City: Lake Zurich	State: IL	Zip: 60047

PROPERTY OWNER

Name (Last, First): CT Land Tr Co Trust #114290-08		Home Phone:
Email: dwmarkay@aol.com		Cell Phone: (847) 207-4140
Previous Lake Zurich Utility Billing Customer? <input checked="" type="radio"/> YES <input type="radio"/> NO		Work Phone: (847) 439-8100
Mailing Address (if different): c/o Gladstone 300 E Higgins Rd		Unit #: 100
City: Elk Grove Village	State: IL	Zip: 60007

"Can we sign you up for the free official Village e-newsletter, *Benchmarks?*"

☒ YES

☐ NO

OCCUPANCY INFORMATION

Date to Start Service: 10/1/21	Is this property <input type="radio"/> Owner Occupied or <input checked="" type="radio"/> Rental?
IF RENTAL PROPERTY*	
Tenant Name (Last, First): Chicago Badminton Academy	Tenant Phone: (224) 424-7373
Party to be billed: <input type="radio"/> Owner <input checked="" type="radio"/> Tenant	

*Pursuant to Village regulation, the property owner and any tenants are jointly liable and agree to pay the Village of Lake Zurich as prescribed in the effective Village rate schedules and to comply with all applicable Village ordinances related to water and sewer matters.

IDENTIFICATION AUTHENTICATION

Primary Account Holder	
Name (Last, First)	Type of ID:
If Other Identification, Explain:	Last four digits of government issued ID:
Additional Authorized Parties (Optional)	
Name (Last, First)	Type of ID:
If Other Identification, Explain:	Last four digits of government issued ID:
Name (Last, First)	Type of ID:
If Other Identification, Explain:	Last four digits of government issued ID:

AGREEMENT

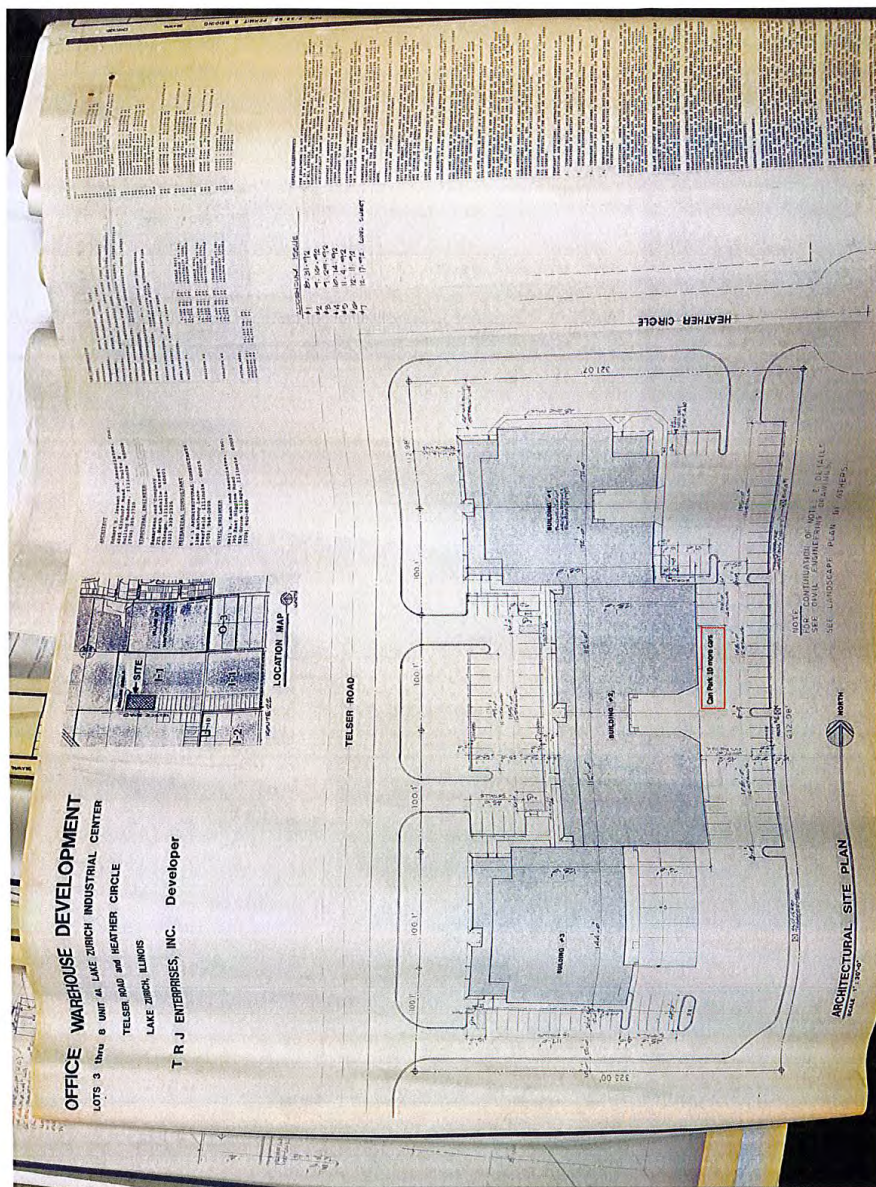
I hereby certify that the information provided is complete and accurate to the best of my knowledge. I/We understand and agree to the above conditions, which will remain in force until the Village receives written notice to terminate the above service.

Account Holder Signature: <u>/s/ Jimmy Sun, by Robert K. Naumann, Atty</u>	Date: <u>8/6/2021</u>
----------------------------------------------------------------------------	-----------------------

INTERNAL USE ONLY

Date Application Received: _____ ID Verified by Staff: _____ Processed: _____

EXHIBIT 3



Architectural Site Plan, 550 - 590 Telser Road

EXHIBIT 4

Floor Plans prepared for Chicago Badminton Academy LLC

Submitted August 23, 2021

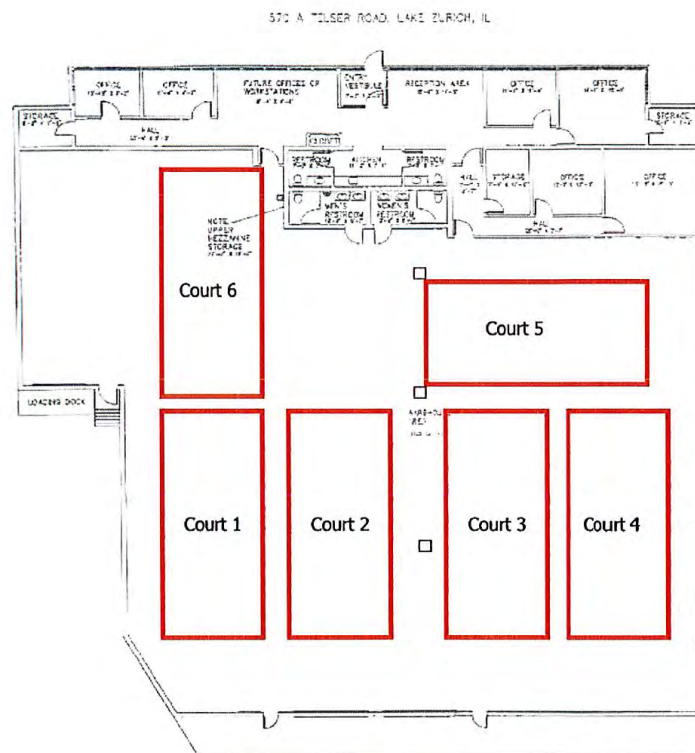


EXHIBIT 5



Figure 1: 570A Telser Road, Arial View



Figure 2: 570A Telser Road, Front View from Parking Lot

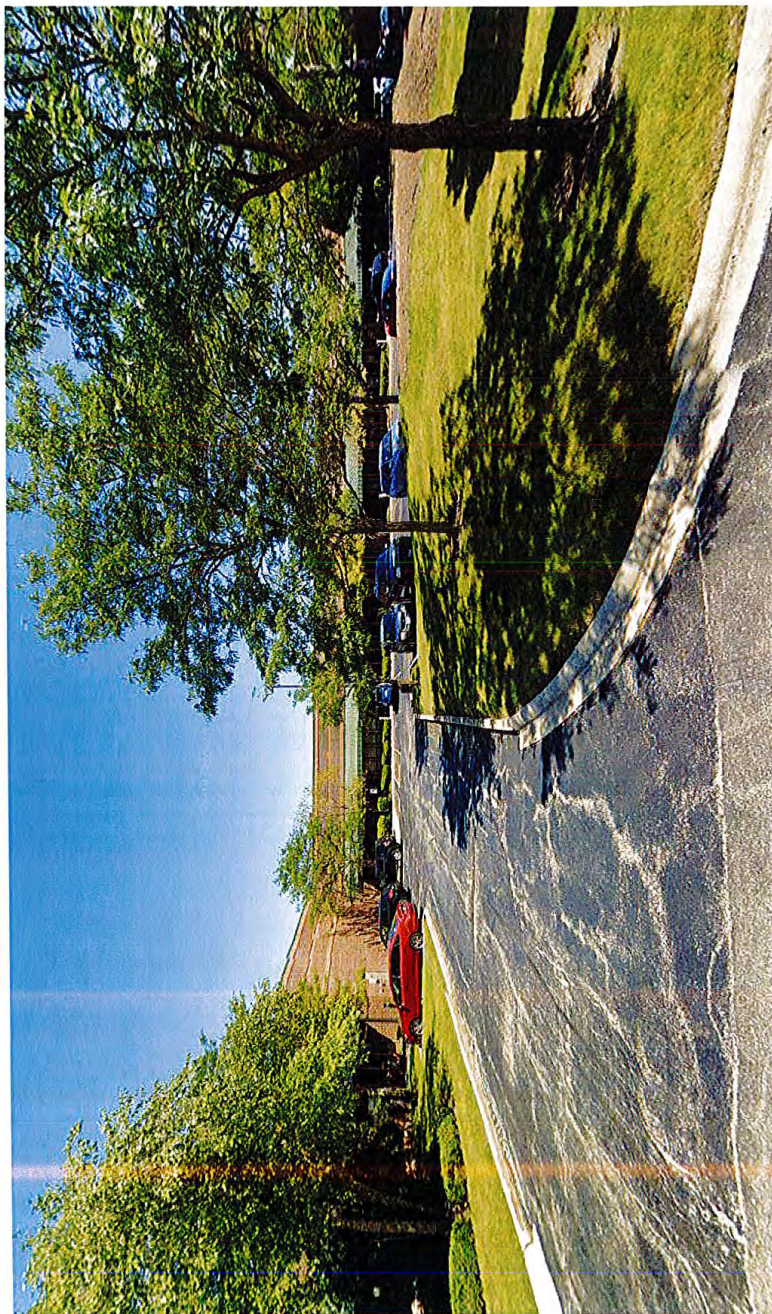


Figure 3: 570A Telsler Road, Street View

EXHIBIT 6

LEGAL DESCRIPTION

Lots 3, 4, 5, 6, 7 and 8 in Lake Zurich Industrial Center Unit 4A, being a Subdivision of part of the Northeast 1/4 of Section 16, Township 43 North, Range 10, East of the Third Principal Meridian, according to the plat thereof recorded January 15, 1992 as Document 3104597, in Lake County, Illinois.

Property Index Number: 14-16-204-054

Commonly Known As: 550-590 Telser Road, Lake Zurich, IL 60047

EXHIBIT 7

Page 1 of 3

TRUSTEE'S DEED
AND
DEED IN TRUST

TRUST TO TRUST CONVEYANCE

3136732 Tr. Form 6A

The above space for recorder's use only

THIS INDENTURE made this 7th day of March, 1992, between HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, as Trustee under the provisions of a deed or deeds in trust, duly recorded and delivered to said company in pursuance of a trust agreement dated the 15th day of October, 1970, and known as Trust Number 512 party of the first part, and - - - AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, AS Trustee under the provisions of a Trust Agreement dated July 29, 1991 and known as Trust No. 114290-08 - - - party of the second part.

WITNESSETH. That said party of the first, in consideration of the sum of - - - TEN AND NO/100 (\$10.00) - - - DOLLARS, and other good and valuable considerations in hand paid does hereby convey and quit claim unto said party of the second part, the following described real estate, situated in Lake County, Illinois, to-wit:

LOTS 3, 4, 5, 6, 7 and 8 in Lake Zurich Industrial Center Unit 4A, being a Subdivision of part of the North East Quarter of Section 16, Township 43 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded January 15, 1992 as Document 3104597, in Lake County, Illinois.

PIN: 14-16-200-004-0021; 14-16-200-034-0010
and 14-16-200-034-0011

ADDRESS OF GRANTEE:
33 N. La Salle St.
Chicago, IL 60690

THIS INSTRUMENT WAS PREPARED BY:
MARGARET W. DONNELLY
HARRIS BANK BARRINGTON N.A.
201 S. GROVE AVE.
BARRINGTON, ILLINOIS 60010

together with the encumbrances and appurtenances thereto belonging.
TO HAVE AND TO HOLD the same unto said party of the second part, and to the proper use, benefit and behoof forever of said party of the second part.

SUBJECT TO: Conditions, covenants, restrictions, easements, general real estate taxes for the year 1991 and subsequent years and all other matters of record, if any.

THE POWERS AND AUTHORITY CONFERRED UPON SAID TRUST GRANTEE ARE RECITED ON THE REVERSE SIDE HEREOF AND INCORPORATED HEREIN BY REFERENCE.

This deed is executed pursuant to and in the exercise of the power and authority granted to and vested in said trustee by the terms of said deed or deeds in trust delivered to said trustee in pursuance of the trust agreement above mentioned. This deed is made subject to the lien of every trust deed or mortgage (if any there be) of record in said county given to secure the payment of money, and remaining unreleased at the date of the delivery hereof.

IN WITNESS WHEREOF, said party of the first part has caused its corporate seal to be hereunto affixed, and has caused its name to be signed to these presents by its duly authorized officer, attested by its duly authorized officer, the day and year first above written.

HARRIS BANK BARRINGTON, NATIONAL ASSOCIATION, As-Trustee as aforesaid.

By: *Margaret W. Donnelly*
Margaret W. Donnelly, Land Trust Officer

Attest: *Jane M. Feeney*
Jane M. Feeney, Trust Officer

the undersigned

COUNTY OF Cook } ss.
STATE OF ILLINOIS } a Notary Public in and for said County, in the state aforesaid, DO HEREBY CERTIFY THAT

Margaret W. Donnelly, Land Trust Officer
of HARRIS BANK BARRINGTON NATIONAL ASSOCIATION
Jane M. Feeney, TRUST OFFICER

"OFFICIAL SEAL"
PENELOPE M. JOHNS
Notary Public, State of Illinois
My Commission Expires 6/04/94

of said Bank, personally known to me to be the same person whose names are subscribed to the foregoing instrument as such and to be the same person who delivered the said instrument as their own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth, and the said Bank did also then and there acknowledge that said Bank, as custodian of the corporate seal of said Bank, did affix the said corporate seal of said Bank to said instrument as said Bank, own free and voluntary act, and as the free and voluntary act of said Bank, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal of this 7th day of March, 1992

PENELOPE M. JOHNS
Notary Public

FOR INFORMATION ONLY
INSERT STREET ADDRESS OF ABOVE
DESCRIBED PROPERTY HERE

Lots 3, 4, 5, 6, 7 and 8
in Lake Zurich Industrial Center
Lake Zurich, IL 60047

TAXES
NAME: Ronald N. Reftman
STREET: REIF, ROSENBAUM & HEFTMAN
221 N. LaSalle Street
CITY: Suite 2910
V: Chicago, IL 60601
E: OR
R INSTRUCTIONS
Y RECORDER'S OFFICE BOX NUMBER

Document Number

3

Page 2 of 3
Page 2 of 3

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

Full power and authority is hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to redivide said property as often as desired, to contract to sell, to grant options to purchase to sell or on any terms, to convey either with or without consideration, to convey said premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate, powers and authorities vested in said trustee, to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said property or any part thereof, from time to time, in possession or reversion, by leases to commence in present or future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 99 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter, to contract to make leases and to grant options to lease and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easement or charges of any kind, to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises, or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder, (c) that said trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, his words "in trust", or "upon condition", or "with limitations", or words of similar import, in accordance with the statute in such case made and provided.

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LAKE COUNTY, ILLINOIS

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LAKE ZURICH INDUSTRIAL CENTER

- 1) There shall be setback restrictions of 50' from any street right way, 25' on each side, and 30' in the rear of each lot.
- 2) No loading dock or platform shall be erected on the premises fronting on any street unless the front of such loading dock or platform shall be at least 115' from the right of way of such street.
- 3) Hard surfaced off street automobile parking areas shall be provided on the premises. No parking shall be within 25' of an adjoining street right of way. No parking shall be allowed closer than 5 feet to the lot line.
- 4) All areas between building line and right of way of streets shall be used for
 - a) open landscape and green areas,
 - b) parking
 - c) loading, or
 - d) service access to the building or to a parking lot.
 Service driveways and parking areas between building line and street right of way shall be lined with a concrete curb no less than 5" in height to a distance of 25' from the front lot line. Landscaped areas shall be attractively done with lawns, trees, shrubs, and similar treatment and shall be properly maintained in a well kept condition. For every 50' of frontage on a lot, there shall be one tree with a minimum trunk diameter of 3". All storage yards for equipment, raw materials, semi-finished or finished products shall be shielded by a solid wall or fencing or thick hedge so as to effectively screen the view of the contents thereof from the street.
- 5) All buildings erected on the premises shall be of masonry construction, its equivalent, or better. Front walls facing on street shall be finished with face brick, stone, modern metal paneling, glass or equivalent. Other walls of buildings shall be faced with common brick or equivalent. No exposed exterior finished concrete blocks shall be utilized in the construction of buildings on the premises. No bow truss roof shall be utilized in the construction of buildings on the premises unless specifically approved of in writing by the grantor. All issues, with respect to equivalency of material, shall be determined solely by the grantor.
- 6) Water towers, water tanks, stand pipes, penthouses, elevators and elevator equipment, stairways, ventilating fans and similar equipment required to operate buildings on the premises, fire and parapet walls, skylights, tanks, cooling and other towers, radio and television masts, roof signs, flag poles, chimneys, smoke stacks, gravity flow storage and mixing towers or similar structures may exceed a height of 50' from grade only with prior written approval of grantor. The provisions of this paragraph are in addition but subject to restrictions in heights of structures imposed and governed by applicable zoning and building ordinances. All necessary structures on the premises shall be designed and constructed so as to be architecturally integrated into the principal buildings constructed on the premises.
- 7) The grantor retains such rights of way and easements as may be necessary or convenient for the purpose of erecting, constructing, maintaining and operating utility services over, across, under and through the premises in designated setback areas between the building lines and the property lines, including public service wires and conduits for lighting, power, telephone, gas lines, sanitary sewer, storm sewer, and water; the grantor shall also retain the right to grant right of way easements to others to carry out this purpose. Any contract for the laying of such lines, wires, conduits, pipes or sewers shall also provide that the premises shall be restored to the same condition they were in prior to the doing of such work. No permanent structures, buildings, fences, or improvements of any kind shall be erected, constructed, planted or maintained, as the case may be, on any part of said easements, but the same may be paved and used for parking purposes. Said easement areas shall be maintained in grass and may be planted with trees, shrubs and similar foliage and paved and used for parking purposes, as aforesaid, all at the risk of the owner thereof.
- 8) No fence, wall, hedge or shrub, plant or tree which would obstruct sight lines at elevations between 2' and 6' above the roadway shall be placed or permitted to remain on any corner within the triangular area formed by street property lines and a line connecting them at points 25' from the intersection of the street lines.
- 9) The premises shall not be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept, except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition. No weeds, underbrush or other unsightly growth shall be permitted to remain on any lot, irrespective of whether or not said lot is improved.
- 10) Grantee shall submit all plans and specifications for improvements intended to be constructed on the premises to any agent of grantor who may be designated from time to time, and no such construction shall proceed unless and until the grantee obtains grantor's approval thereof in writing, which approval shall not be unreasonably withheld.
- 11) The foregoing covenants, conditions and restrictions may be altered or amended only by an instrument in writing executed on behalf of owners of 67% by area of real estate within Lake Zurich Industrial Center; provided, however, that so long as grantor shall be entitled to any premises within said subdivision, the approval of grantor to such amendment shall be required. In the event of any breach or violation of the covenants, conditions and restrictions herein contained, or in the event enforcement thereof becomes necessary, the right is hereby reserved to the Grantor and its respective successors and assigns and to each owner of record.

3136732



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER
Human Resources Division

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: September 24, 2021

To: Ray Keller, Village Manager

From: Douglas Gibson, Human Resources Director

Subject: **International Association of Firefighters Local 3191 Collective Bargaining Agreement**

Issue: The collective bargaining agreement (CBA) with the International Association of Firefighters Local 3191 expired December 31, 2020. The Village of Lake Zurich has been in negotiations with the IAFF regarding a successor contract. In September of 2021, members of the IAFF accepted a new four-year contract. Details of the new contract are listed below.

Contract Changes:

Entire Contract

Language, grammar, page numbering, and section numbering clean-up

Article I

Section 1.4 Gender – Amended language to increase inclusivity

Article III

Section 3.1 Dues Check off – Added exemption of union dues for union board members

Section 3.2 Fair Share – Eliminated fair share language

Article V

Section 5.3 Work Reductions Days – Cleaned up language and clarified procedure

Section 5.10 Overtime Procedures – Added restrictions on overtime until ALS privileges are granted

Article VIII

Section 8.3 Earned Time off – Added an additional float day

Article XII

Section 12.1 Eligibility and Allowance – Cleaned up a mathematical error, no additional time added

Article XVI

Section 16.1 Health Insurance – Eliminated definition of basic plan, modified language to allow flexibility in percentages for employee rates not to exceed a certain amount

Article XVIII

Section 18.2 Military Leave – Modified language to include compensation to mirror law

Section 18.5 Family Medical Leave Act – Eliminated exception

Section 18.6 Catastrophic Leave – Added section to allow for sick leave donation and no payback shift trades for injured union members

Article XXI

Section 21.2 Scheduling of House Duties – Added language to allow shopping at the closest store

Article XXV – Replaced entire article

Section 25.1 General – Modified language to include future amendments

Section 25.2 Eligibility – Modified language to clarify eligibility

Section 25.3 Components and Scoring – Modified language and scoring percentages

Section 25.4 Written Exam Review – Language clean up

Section 25.5 Promulgation of New or Revised Rules – Language clean up

Section 25.6 Ascertained Merit Criteria – Modified percentage weights and points

Section 25.7 Merit and Efficiency Criteria – Added section to assess further skills

Article XXVIII

Termination – Modified dates to reflect new contract January 1, 2021 – December 31, 2024

Appendix A Wage Scale – January 1, 2021 – December 31, 2024

January 1, 2021 – 2.5%

January 1, 2022 – 2.5%

January 1, 2023 – 2.5%

January 1, 2024 – 2.5%

Appendix B Meets Standards Pay – Modified language to mirror current practice

Recommendation: Approve the attached Collective Bargaining Agreement between the Village of Lake Zurich and IAFF 3191.

W/Attachments:

Collective Bargaining Agreement (CBA) with the International Association of Firefighters 3191 and the Village of Lake Zurich.

| ~~May 2017~~January 2021 Contract

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

SIGNATURE CONTRACT COPY

| Effective ~~May 1, 2017~~January 1, 2021 – December 31, ~~2020~~2024

May 2017 Contract

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

PREAMBLE

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

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

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

May 2017 Contract

ARTICLE I - RECOGNITION

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

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

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

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

ARTICLE II - NON-DISCRIMINATION

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

Section 2.2 American With Disabilities Act. Notwithstanding any other provisions of this Agreement, the parties agree that the Village may take

May 2017 Contract

whatever reasonable steps are needed to comply with the provisions of the Americans with Disabilities Act.

ARTICLE III - UNION RIGHTS

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

The actual dues amount deducted, as determined by the Union's Constitution and By-laws, shall be uniform for each employee in order to ease the Village's burden in administering this provision. However, consistent with the Union Constitution and By-laws, no dues shall be deducted from the members of the Union Executive Board. The Union shall identify such members of the Executive Board on an annual basis, or more frequently should membership on the Executive Board change. The Union may change the uniform dollar amount once each year during the life of this Agreement by giving the Village at least thirty (30) days notice of any change in the amount of the uniform dues to be deducted.

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

~~**Section 3.2 Fair Share Payment.** During the term of this Agreement, employees who are not members of the Union shall, commencing sixty (60) days after their employment or sixty (60) days after the effective date of this Agreement, whichever is later, pay a fair share fee to the Union for collective bargaining and contract administration services rendered by the Union as the exclusive representative of the employees covered by said Agreement, provided that such fair share fee shall not exceed the dues attributable to being a member of the Union. Fair share fees shall be deducted by the Village from the earnings of non members and remitted to the union's Treasurer. The Union shall periodically submit to the Village a list of the members covered by this Agreement who are not members of the~~

May 2017 Contract

~~Union and an affidavit which specifies the amount of the fair share fee. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit.~~

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

- ~~1. Give timely notice to fair share payers of the amount of the fee, including the major categories of expenses, as well as verification of same by an independent auditor.~~
- ~~2. Advise fair share fee payers of an expeditious and impartial decision-making process Board whereby fair share fee payers can object to the amount of the fair share fee, as well as their rights under the regulations and procedures of the Illinois State Labor Relations Board.~~
- ~~3. Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payers to the amount of the fair share fee. This list is not necessarily inclusive of all actions that the Union may be required to take to comply with its obligations.~~
- ~~4. It is specifically agreed that any dispute concerning the amount of the fair share fee and/or the responsibilities of the Union with respect to the fair share fee payers as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement. The indemnification provisions of this Article shall apply.~~
- ~~5. Non members who are subject to the fair share fee and who object to paying fees to the Union based upon bona fide religious tenets or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union Executive Board. If the affected non member and the Executive Board are unable to reach agreement on the organization, the organization shall be selected by the affected non member from an approved list of charitable organizations established by the Illinois State~~

May 2017 Contract

~~Labor Relations Board and the payment shall be made to said organization.~~

Section 3.23 Indemnification. The Union shall indemnify and hold harmless the Village, its elected representatives, officer, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits, legal fees, or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the Village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization, certification or affidavit furnished under any such provisions.

Section 3.34 Bulletin Boards. The Village will make available space on a bulletin board in the kitchen area of each firehouse for the posting of a non-political and non-inflammatory nature. The Union will limit the posting of Union notices to such bulletin board. Endorsements, documents, pamphlets and other literature which is primarily and chiefly political in nature with regard to candidates or elections for any local office may not be posted on this bulletin board.

Section 3.45 Release Time. Union Officers and appointed Union Stewards will be allowed reasonable time off without loss of pay when involved in meetings or discussions with the Chief, his designee, or Shift Commanders concerning grievances or the administration of this Agreement. The Union shall appoint stewards and shall inform the Chief of the identity of such persons. The Village shall grant time off without loss of pay for Union Officers for the purpose of engaging in regularly scheduled collective bargaining negotiations. Release time for union stewards is subject to the Chief's discretion and shall not adversely affect minimum staffing levels at each station.

ARTICLE IV - MANAGEMENT RIGHTS

Except as specifically limited by the express provisions of the Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village of Lake Zurich and its Fire Department in all of their various aspects and to manage and direct employees, including but not limited to the following: to determine the mission of the Department and to set standards

May 2017 Contract

of service offered to the public; to determine the number of stations, and the staffing of stations and equipment; to determine whether and to what extent it will contract with other governmental bodies for the provision of fire protection services and upon what terms and conditions such contracts will be entered into; to plan, direct, control and determine all the operations and services of the Department; to supervise and direct the working forces; to assign and transfer employees; to establish the qualifications of employment, determine the number of employees, and to employ employees; to schedule and assign work; to establish performance standards and from time to time, to change those standards; to assign overtime; to determine the methods, means, organization and number of personnel by which such operations and services shall be provided or purchased; to make, alter and enforce various rules, regulations, orders and policies; to evaluate employees; to discipline, suspend and discharge employees for just cause (probationary employees without cause); to change, alter, modify, substitute or eliminate existing methods, equipment, uniforms or facilities; to hire employees and to promote employees; to lay off employees when necessary; to determine and establish training requirements for positions within the Department; and to establish, change, combine or abolish positions and the job duties of any position in accordance with operational requirements. The Village expressly reserves the right under this Agreement to exercise all management's rights set forth in Section 4 of the Illinois Public Relations Act. In addition, the Village may establish all requirements, rules, policies and procedures concerning the probationary period for newly hired employees.

ARTICLE V - HOURS OF WORK AND OVERTIME

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

Section 5.2 Work Schedule. Except as provided elsewhere in this Agreement, ~~employees-union members~~ assigned to fire suppression and paramedic duties will be normally assigned to a three day shift rotation consisting of 24 hours of work (commencing at 7:00 a.m.), followed by 48

May 2017 Contract

hours off duty. ~~Employees—Union members~~ assigned to full-time administrative or other duties will be normally assigned to work 8 hours per day (commencing 8:00 a.m. to 5:00 p.m.) with a one hour non-paid lunch.

Section 5.3 Work Reduction Days. ~~Employees—Union members~~ will work a 27-day work cycle and work reduction days will be applied in accordance with the FLSA. Two (2) 12 hour segments will be combined to provide (1) 24 hour shift off duty without loss of pay each 54 day period. earn 7 (24 hour) Work Reduction days per year without loss of pay.

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

Section 5.4 Changes in Normal Work Schedule any Workday. The shifts, workdays, and hours to which ~~employees—union members~~ are assigned shall be stated on the departmental work schedule. Should it be necessary to modify such schedules or to establish temporary or permanent schedules departing from normal work schedules or work cycles, the Village will give notice where practicable of such change to the ~~employees—union members~~ affected by such change. It is also understood by the parties that the scheduling of work during the day is left to the discretion of the Chief or his designee(s). Breaks of fifteen (15) minutes are expected to be taken pursuant to guidelines established. Meals will be ordinarily scheduled close to regular meal periods, although if interrupted by emergency calls, may be completed when released by the officer in charge. Abuse of privileges concerning breaks and mealtime may subject an employee to discipline.

Section 5.5 Work Cycle and Overtime. All ~~employees—union members~~ assigned to a regular 24 hour duty shift will be assigned to a 27 day work cycle. The Village may assign different work cycles to different ~~employees~~~~union members~~, and take other steps as necessary to implement the intent of this Article, including the commencement of the cycle at 7:00 p.m. during a shift. Once assigned to a 27 day work cycle, employees

May 2017 Contract

assigned to 24 hour shifts are eligible for overtime pay for time worked in excess of 204 hours in 27 day cycle.

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

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

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

Section 5.7 Hold Over. When ~~an employee~~a union member is requested by the Village to work additional time without interruption immediately after his regularly scheduled work shift, the hours shall constitute time worked and be compensated whether at his regular rate or his overtime rate, as may be in effect. Time worked under this section shall be accumulated in increments of fifteen (15) minutes.

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

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

1. more than one Village recognized holiday in a 366 day period (e.g. [an-employeea union member](#) forced back on July 4th cannot be forced back for a Village recognized holiday until the day after the next July 4th).
2. more than one special event in a 366 day period (e.g. same as above).
3. if [an-employeea union member](#) would incur a financial loss due to a planned vacation.
4. in between the following scheduled days off (Vacation, Floating, Duty Trades or Work Reduction Days).

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

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

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There will be three lists comprised of ~~contract personnel~~union members only. After Newly hired employees-union members are assigned to shift and granted temporary ALS privileges from the Resource EMS Hospital, they will be placed at the bottom of the list according to seniority. List A will be for more than twelve (12) hour shifts. List B will be used for twelve (12) hours or less. List C is for special events. Special event overtime will be the only overtime employees may sign up for in advance.

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

There shall be no more than the authorized number of lieutenants on duty, unless one additional lieutenant is in the Acting Captain position. ~~Employees-Union members~~ from one rank cannot be used to fill another rank below their rank for hire back basis, except when an unusual emergency condition exists per the Fire Chief or his Designee.

When staffing requires overtime in advance, the shift commander or his designee shall initiate an automated call out for ~~personnel-union members~~ (when the paging system is available) on the appropriate list four (4) days prior. Whenever there is new overtime the shift commander or his designee shall start at the top of the list and work his way down unless using the automated call system. When overtime arises with less than four (4) days notification, the hire back process will be started as soon as reasonably possible. In all cases, on duty ~~personnel-union members~~ will be notified of

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the overtime so they are also aware of it.

Automated call system process: All ~~employees-union members~~ will be loaded into the system with their preferred choice of communication – email (must be an email that they would receive off duty and receive notification of its arrival), text message phone number, or phone number for voice message (should have voice mail or answering machine). A page will be set up indicating 1) the date and time of the overtime, 2) type of personnel needed & 3) length of overtime (which list is being used). Those ~~personnel~~ union members wishing to take the OT must call station 1 – at the designated extension within 20 minutes. The officer conducting the hire back will notify the person highest on the list at the 20 minute mark. Do not call in to refuse overtime. Only personnel that are on shift and higher than the person receiving the OT on the list can refuse OT and be moved. If no one calls within the 20 minutes, the hire back or potential force back will occur from on shift personnel.

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

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

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

ARTICLE VI - GRIEVANCE PROCEDURE

Section 6.1 Definition. A “grievance” is defined as a dispute or difference of opinion raised by ~~an-employee~~ union member against the Village during

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the term of this Agreement involving an alleged violation of an express provision of this Agreement, except that any dispute or difference of opinion concerning discipline of 24 hour suspension or less, hiring or promotion, or any other matter or issue subject to the historic and statutory jurisdiction of the Village of Lake Zurich Board of Police and Fire commissioners shall not be subject to this grievance procedure. A suspension of 24 hours or less may only be appealed to the Board of Fire and Police Commissioners of the Village.

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

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

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

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

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STEP 2: If the grievance remains unsettled after the response in Step 1, then the employee-union member may, within fifteen (15) calendar days of receipt of the response, present the grievance in writing to the Chief, giving reasons for rejecting the response in Step 1. The Chief or his designee shall then attempt to adjust the matter and shall respond in writing within fifteen (15) calendar days. If the grievance remains unsettled after the response in Step 2, then the employee union member may, within Thirty (30) calendar days of receipt of the response, present the grievance in writing to the Village Manager, giving reasons for rejecting the Chief's response in Step 2.

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

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

1. The parties shall attempt to agree upon an arbitrator within seven (7) calendar days after receipt of the notice of referral. In the event the parties are unable to agree upon the arbitrator, the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators who are members of the National Academy of Arbitrators. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Upon receipt of such list, each party shall alternatively strike a name from the list until there is only one name. The party requesting arbitration shall strike the first name. The person remaining shall be the arbitrator. The arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing, subject to the availability of the Village and Union representatives.

2. The arbitrator shall submit his decision in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties, whichever is later. The parties

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may agree to waive this requirement.

3. The fees and expenses of the arbitrator and the cost of a written transcript (if a transcript has been ordered by mutual agreement), if any, shall be divided equally between the Village and the Union provided, however, that each party shall be responsible for compensating its own representatives and witnesses.

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

Section 6.3 shall be final and binding upon the Village, the Union and the [employees-union members](#) covered by this Agreement.

Section 6.4 Time Limit for Filing. If a grievance is not presented by the [employee-union member](#) or the Union within the time limits set forth above, it shall be considered “waived” and may not be further pursued by the [employee-union member](#) or the Union. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Village’s last response. If the Village does not respond to a grievance or an appeal thereof within the specified time limits, the aggrieved [employee-union member](#) and/or the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. Any time period provided under the steps of the grievance procedure may be extended by mutual agreement.

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ARTICLE VII - NO STRIKE/NO LOCKOUT

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

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

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

ARTICLE VIII - EARNED TIME OFF

Section 8.1 Holidays. Due to the scheduling for ~~employees-union members~~ covered under this contract for 24/48 hour work schedule, there will be no holidays designated by specific date. However, ~~employees-union~~

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members shall receive floating holidays as outlined in Section 8.3.

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

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

Section 8.3 Earned Time off. ~~Employees-Union~~ members who are assigned to work 24 hour duty shifts shall receive ~~five (5)four (4)~~, 24 hour shifts per calendar year without loss of pay in lieu of any additional pay for working holidays if so scheduled, and if they are not receiving another form of compensation consistent with the provision below. ~~Employees-Union members~~ will schedule the ~~five (5)four (4)~~, 24 hour shifts off in accordance with Article XII, Section 3. ~~If an employee leaves the employment of the Village before the end of the calendar year and has scheduled and used all available time off, the Village may seek to re-capture such time off granted but not earned by reducing the employee's last paycheck.~~

All Union new hires shall receive 1 full day upon commencement of employment and earn an additional day on the first day of each quarter.

All existing Union members shall receive 1 full day at the start of each calendar year and earn an additional day on the first day of each quarter (January 1, April 1, July 1, October 1) for an annual total of 5.

Conversion Provision: In the event ~~an employee~~ a union member incurs a disabling injury or illness during a scheduled earned time off shift, he may request termination of the earned time off shift and entry onto sick leave status. If the employee-union member is hospitalized, a change of status is made on verification of the hospitalization. The employee-union member is required to submit medical

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certification verifying the disability. The request for change of status requires approval of the Fire Chief or designee. Petitions for any variance to this procedure shall be reviewed by the Chief with no further recourse.

Section 8.4 Scheduling of Earned Time After Change of Duty Status. In

the event ~~an employee~~ a union member incurs a duty related injury or illness during a scheduled earned time off shift and is approved for a change in status to Workers Compensation the following method will be used to reschedule any unused earned time that would have been taken during the absence.

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

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

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

The ~~employee~~ union member may not pick an earned day off on a Village recognized Holiday. The ~~employee~~ union member will be able to take the missed earned days within one year from return to duty.

Earned Time is defined as Vacation and Floating Holidays.

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ARTICLE IX - SUBCONTRACTING

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

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

ARTICLE X - SENIORITY

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

Section 10.2 Probationary Period. All new ~~employees-union members~~ shall serve a probationary period of twelve (12) months from the date of their assignment to a regular duty shift or to the fire prevention bureau, but in no circumstances will such period be longer than eighteen (18) months from the date of original hire. During ~~an-employee's~~ a union member's probationary period the ~~employee-union member~~ may be suspended, laid off, or terminated at the sole discretion of the Village. No grievance shall be presented or entertained in connection with the suspension, layoff, or termination of a probationary ~~employeeunion member~~. ~~Employees-Union~~

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members who are rehired after loss of seniority shall be subject to the same provisions set forth in this Section.

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

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

Section 10.4 Seniority Termination. ~~An employee~~A union member shall be terminated and his seniority broken when he:

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

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ARTICLE XI - LAYOFF AND RECALL

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

Section 11.2 Recall. ~~Employees-Union members~~ who are laid off shall be placed on a recall list for a period of Five (5) years. If there is a recall, ~~employees-union members~~ who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training. ~~Employee Union members~~ must meet current Resource hospital system requirements at time of recall. ~~Employees-Union members~~ on the recall list will be offered a position as a paid-on-call member in order to attend in-station continuing education classes at the department.

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

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be removed from the recall list.

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ARTICLE XII – VACATIONS

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

<u>Length of Continuous Service</u>	<u>Working Days Vacation Per Calendar Year</u>
One year through completion of six years of service	5 shift days (120 hours) 10 hours per month
Seven years of service through completion of ten years of service	8 shift days (192 hours) 16 hours per month
Eleven years of service through completion of fourteen years of service	11 shift days (264 hours) 2220 hours per month
Fifteen years of service or more	13 shift days (312 hours) 2624 hours per month

Accrual begins on day one (1) of employment and switches at the anniversary day as noted above. (example: on the first day of their seventh

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year, the employee-union member would begin accruing at the new rate of 16 hours per month. Based on the accrual system, the employee-union member is always scheduling days earned over the previous twelve months.

In the event the employee-union member terminates employment, there would be accrued vacation days to account for. These days are typically paid off at the prevailing hourly rate on the last check minus any deductions allowed for under this contract.

Calculations for first year employeesunion members:

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

Example: Employee-Union member Hired August 1st – this would be 50 hours time through December 31st. They will be asked to schedule 2 days (48 hours) after August 1st of the next year. The following year would then put them at scheduling the entire five (5) days as usual.

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

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

Employees—Union members may not schedule vacations until after completion of their first year of employment. Given that an-employeea union member does not schedule vacation time until after their first year, they will have an accrual of one (1) years vacation at the time they begin scheduling and every year thereafter. Employees-Union members who are not assigned to a 24 hour shift shall be eligible to earn and take vacation

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allowances under the schedule in effect for other non-represented Village personnel provided such time off for vacation or earned time off cannot be reduced below the current benefit level. ~~Employees~~ Union members will not be eligible for paid vacation in any calendar year in which he is not paid for at least 2300 hours (if on 24/48) or 1800 hours (if on an 8 hour schedule).

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

Section 12.3 Scheduling. Vacations shall be scheduled and approved by the Chief or designee on or before December 22nd of the previous calendar year, consistent with the Fire Department staffing needs, and with the following guidelines. Vacations may be scheduled from January 1 through December 31. Two personnel per shift will be allowed to take vacation, earned time off or Work Reduction Days on a given day, because of the number of personnel, a third slot may be available on some days. ~~Employees-Union members~~ shall submit vacation requests to the Chief or designee for the calendar year by December 15 of the preceding year. ~~Employees-Union members~~ will follow a two pick system. Each ~~employee union member~~ by seniority order will schedule all of their Vacation days to be allowed for the next year, such scheduling to be completed by each shift. After completing the first round of selections, the ~~employees-union members~~ will complete their selection by seniority for their ~~five (5) 4 Earned~~-(Float) days. The ~~employees-union members~~ on each duty shift shall be responsible for completing this process by December 15 or else the ~~employee's-union member's~~ request for particular dates may not be considered. The Chief or designee will follow ~~employee-union member~~ requests consistent with the above and with departmental staffing needs.

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

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

In the event that ~~an employee~~ a union member leaves the department during the year and will not be using days already selected, the following process shall be followed for those vacated slots. Within 10 calendar days after ~~employee's~~ the union member's date of separation, the most senior bargaining unit member of the shift will be offered the available slots and may move as many or none of their days as offered. The process will continue through the entire shift in the order of seniority with each union member given a chance to take any available slot. The process shall be completed within 30 days.

ARTICLE XIII - SICK LEAVE

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

Section 13.2 Allowance. Any ~~employee~~ union member contracting or

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incurring any non-service connected sickness or disability shall be eligible for Sick Leave with pay under the conditions set forth in this Article.

Section 13.3 Accumulation. Sick Leave shall be earned at the rate of .50 (one-half) shift days per month (i.e. 12 hours), except as set forth below. Earned Sick Leave may be accumulated not to exceed ninety (90) shift days.

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

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

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

Section 13.6 Sick Leave Buy Back. When the 5 years equivalent of unused sick leave has been accumulated by December 31 of any year

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(presently 30 days (720 hours) for 24/48 shift), ~~an employee~~ union member covered by this agreement is eligible for the Sick Leave Buy Back program. The amount eligible for buy back will be any sick hours earned but not taken during the previous calendar year (144 hours maximum). The payout will be at 50% of ~~employee's union member's~~ current rate of pay.

For example, ~~an employee~~ union member covered by this agreement may accrue up to 144 hours of sick leave per year. If ~~an employee~~ union member used 48 hours of sick leave during the year and is above the five-year threshold (720 hours), the ~~employee union member~~ may buy back up to 96 hours of sick time at 50% of the ~~employee's union member's~~ current rate of pay.

If ~~an employee~~ union member has reached the maximum accumulation of sick leave (Section 13.3), the ~~employee union member~~ may still be eligible to participate in the sick leave buy back program if less than 6 days of sick leave were taken during the year. The ~~employee union member~~ can choose to buy back up to the 6 unused days at 50% of the ~~employee's union member's~~ current rate of pay. The ~~employee's union member's~~ sick accrual bank will be reduced by the full amount of hours. No ~~employee union member~~ will begin the year in excess of 90 shift days (2,160 hours).

EXAMPLE

~~Employee~~ The union member has reached the cap of 90 shift days. During the calendar year John earns 6 sick days and does not use any sick time, he must request the buyback of 6 shifts at 50% of his current rate of pay.

~~Employee's Union members~~ participating in the sick leave buyback program must notify the Village by January 15th of each year. Payouts will be made the first full pay period in February.

Section 13.7 Retirement Health Savings. When ~~an employee~~ union member retires, they will be eligible to use 50% of their accumulated, uncompensated and unused sick time, based on their last day base hourly rate, for all medical expenses eligible under IRS guidelines. A report shall be prepared by the Village at time of retirement to indicate the amount of accumulated Retirement Health Savings and shall be updated no later than December 1 of each following year. For the purposes of clarifying this

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section, retiring shall mean ~~an employee~~ union member with at least 20 years of pensionable service and having attained age 50 or the granting of a disability pension. Anyone with 20 years of pensionable service but less than age 50, will receive this benefit upon separation of service.

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

ARTICLE XIV – TUITION REIMBURSEMENT AND TRAINING PROGRAMS

Section 14.1 Tuition Reimbursement. ~~Employees~~Union members shall be eligible for tuition reimbursement pursuant to applicable policies, rules and guidelines established by the Village for its employees. Tuition reimbursements will be granted at public institution rates. Tuition reimbursements will be at an in district tuition rate, either Lake County, IL based upon employment location or other College district based upon ~~employees~~union member's residence. Any circumstance that would incur higher charges must be prior approved. In the event, a specific course is not available at a public institution; reimbursement at any private institution will be by prior approval only of the Chief or his designee. All tuition requests shall be for courses and degree programs that are specifically relative to the ~~employee's~~union member's field of work through the

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Baccalaureate level, and of verifiable integrity from accredited institutions.

For budgetary purposes, ~~employees—union members~~ shall notify the employer in writing prior to August 1 of the previous fiscal cycle of any expected reimbursement amounts upcoming. ~~Employees—Union members~~ are required to apply for grant or scholarship programs that are brought forth by the department, (annual Fire Chief Association applications as an example) prior to having reimbursements authorized.

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

Section 14.3 Voluntary Training Programs. ~~Employees—Union members~~ may request permission to attend training programs other than those mandatory scheduled by the Village. In such event, the ~~employee—union member~~ must submit a written request to the Chief or Designee with information regarding the cost, nature, sponsor and place of the program, as well as the expected benefit to the Fire Department of attendance. The Chief may in his discretion excuse the ~~employee—union member~~ on duty time to attend the program, and may also in his discretion reimburse the ~~employee union member~~ for some or all of his tuition, expenses and travel, and/or provide time off with pay if non-duty time was used to attend the program. The decision of the Chief under this Section shall be reasonably based, but it shall also be final with no recourse to the grievance procedure; provided, however, that the Union may request a meeting over the application of this Section at a Labor Management meeting pursuant to Article XIX. The

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Village's resources to provide benefits under this Section may be limited or eliminated at any time.

Section 14.4 Special Team Training. If ~~an employee~~ a union member is assigned to attend a special team training session while on duty, they will be provided a Village vehicle provided for transportation. In the event no transportation is available, the ~~employee~~ union member will be relieved of such training or compensated for mileage at the IRS reimbursement rate.

ARTICLE XV - WAGES

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

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Wages for incentive pay related to Meet Standards, Preceptor pay, or special team stipends included in Appendix B shall be provided to eligible employees on an additional check that is separate from normal compensation. Separate checks will not apply to overtime compensation related to typical job duties.

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

Section 15.3 Work out of Classification Lt. Acting Lieutenant. Any firefighter who works in the rank of Acting Lieutenant shall be paid the same hourly rate as the first step on the Lieutenant pay scale for that period of time in which the firefighter has been appointed to the acting position for his shift by the Chief or his designee. A firefighter is paid acting pay for all time that they are in the acting role.

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

Section 15.4 Work out of Classification Captain. Acting Captain: Any lieutenant who works in the rank of Acting Captain shall be paid the same hourly rate as the first step on the Captain pay scale for that period of time in which the Lieutenant has been appointed to the acting position for his shift by the Chief or his designee. A lieutenant is paid acting pay for all time that they are in the acting role.

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

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new one is posted.

Section 15.5 Paramedic Preceptor. For each paramedic student assigned to the Lake Zurich Fire Department the department shall assign a primary and secondary paramedic preceptor. See Appendix B pay schedule.

Preceptors shall be paramedics in good standing with the current department resource hospital and shall have at least (3) years of service with the Lake Zurich Fire Department.

Each preceptor shall:

1. Have completed the current department resource hospital preceptor program;
2. Be nominated by their assigned Lieutenant and Shift Commander to participate in the program.

ARTICLE XVI - INSURANCE

Section 16.1 Health Insurance. The Village and the Union agree to engage in continuous good faith negotiations with the shared goal of having a fair health insurance program which will reduce the cost of the monthly health insurance premium. Given the current environment of healthcare reform, should changes arise, the Village and Union agree to reopen this section of the contract.

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

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Employee-Union member contributions to medical insurance premiums:

PPO Plan: ~~Term of Contract~~ Not to exceed 20% of the total PPO premium for whichever coverage is selected.

HMO Plan: ~~Term of Contract~~ Not to exceed 10% of the total HMO premium for whichever coverage is selected.

High Deductible PPO Plan: Not to exceed 10% of the total HDPPO premium for whichever coverage is selected.~~Employees would pay cost as outlined each year by the employer based upon each years plan.~~

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

EmployeesUnion members covered by this agreement shall not be required to pay greater premium contributions than the Village requires to be paid by non-bargaining unit personnel.

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

Section 16.3 Terms of Policies to Govern. The extent of coverage under the Insurance policies referred to in this Article shall be governed by the terms and conditions set forth in said policies. Any questions concerning coverage shall be resolved in accordance with the terms and conditions in

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said policy and shall not be subject to the grievance procedure set forth in this Agreement; provided, however, any ~~employee-union member~~ who has a question concerning coverage may present it to the Village Manager or the Chief, if the Manager shall so designate, and the Manager or Chief, in turn shall make appropriate inquiry and shall advise the ~~employee-union member~~ of the status of the matter.

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

ARTICLE XVII - POLICE AND FIRE COMMISSION

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

ARTICLE XVIII - LEAVES OF ABSENCE

Section 18.1 Discretionary Leaves. The Village may grant a leave of absence to ~~an-employeea union member~~ without pay under the following circumstances. Any request for a leave of absence shall be submitted in writing by the ~~employee-union member~~ to the Chief and the Village Manager as far in advance as practicable. The request shall state the reason

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for the leave of absence and the period of time off desired by the employeeunion member. The Village in its discretion may grant such request for a period not to exceed forty-five (45) days, and will set forth the terms and period for such leave. An extension beyond 45 days may be requested and will be considered under unusual circumstances only. Depending on the circumstances of each particular case, the Village may grant a discretionary leave of absence or an extension thereof to accommodate an-employeea union member with a handicap or disability. The Village is not required to grant a discretionary leave or extension thereof if it would create an undue hardship for the Village. A leave of absence will not be granted to enable an-employeea union member to seek other employment. Employees-Union members who engage in unauthorized employment during such leave may be immediately terminated. Seniority shall not accumulate while an-employeea union member is on a discretionary leave of absence, although there will be no loss of accumulated seniority. All other economic benefits under this Agreement are terminated during the period of the leave. Credit for vacation, Work Reduction Days, earned time off, sick leave and retirement fund shall not be earned during the leave. However, an-employeea union member will be allowed to purchase continued group health coverage at his own costs to the extent that may be permitted by the Village's group insurance carrier.

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

An-employeeA union member on leave of absence will be terminated if he

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fails to return from a leave at the conclusion of the authorized leave; resigns or is terminated from Village employment while on leave; or accepts employment in any capacity while on leave.

Section 18.2 Military Leave. Military leave and compensation during said leave without pay shall be granted in accordance with applicable law.

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

Section 18.4 Funeral Leave. In the event of death in the immediate family (defined as the employee's union member's spouse, children, step-children, adopted children, parents, parents of spouse, step-parents, grandchild, grandparents, brother and sister, brother-in-law, sister-in-law, or a relative who was living in the employee's household), an employee's union member shall be granted time off with pay up to a maximum of three calendar days (one 24 hour shift day) may be needed prior to, after, or the day of the funeral. The employee-union member may request additional time off if needed, with the approval of the Chief or his designee. In the event of a death in the employee's union member's extended family (defined as aunts, uncles, nephews, nieces, spouse's grandparents), the employee-union member will be granted one duty day off with pay for purpose of attending the funeral or wake if he is scheduled to work on the day of the funeral or wake or for out of state transportation. The notification provision found in the Village Employee manual in reference to bereavement leave will be followed.

Section 18.5 Family Medical Leave Act. The parties agree that the

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Employer may adopt, alter and enforce policies in compliance with the Family and Medical Leave Act of 1993 ("FMLA"). ~~The one exception is that the employer cannot run FMLA time concurrent with other benefit time.~~

Section 18.6 Catastrophic Leave. In the event a Union member suffers a non-job-related illness or injury and is unable to work their designated shift, Union members may donate their unused sick time to the ill/injured Union member with the approval of the Chief or designee. Union members may also work the ill/injured Union member's shift regardless of rank if scheduling allows, subject to approval of the Chief or designee. This shall be donated in the form of a no-payback trade. Union members donating must have a minimum of 480 sick leave hours available and may donate a maximum of 10% of their sick time per occurrence. Union members may donate and/or perform one-way duty trades to a maximum of twelve weeks for the ill/injured Union member once the injured worker has exhausted all their paid benefit time.

ARTICLE XIX - LABOR MANAGEMENT CONFERENCES

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

1. discussion on the implementation and general administration of this Agreement;
2. a sharing of general information of interest to the parties;
3. discussion concerning safety issues affecting employees.

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

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meetings unless both parties agree in writing. The Village will allow the Union officers attending who are on duty to remain in pay status for up to one hour of time spent in a conference when such conference is held during his scheduled duty shift.

ARTICLE XX - SHIFT TRADES

Section 20 Shift Trades. ~~Employees—union members~~ of equal classification will be permitted to request permission to trade duty hours under the following conditions. All duty trade requests are subject to final approval of the Chief or his designee based on this Article and on the needs of the department and scheduling. All requests shall be in writing on a form approved by the Chief or his designee. Requests may be made to trade partial shifts. Shift trades must be completed within one year with a “pay back” date (unless “pay back” is not expected), and shall not result in overtime. Once a duty trade is made, the responsibility to work falls on the person that has agreed to work. In the event the person that agreed to work cannot fulfill the trade and has 30 days before the trade is scheduled to occur, it is his/her responsibility to find someone to cover the day. If the duty trade cannot be fulfilled and the trade is scheduled to occur within 30 days, the person that agreed to the change will be charged with a sick day if unable to find a replacement. In the event of a worker’s compensation injury, any outstanding shift trades the ~~employee—union member~~ has made will be covered by the Village.

ARTICLE XXI - MAINTENANCE DUTIES

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

Section 21.2 Scheduling of House Duties. Regular house duties, drills and training will be normally performed between 0700 and 1700 hours, Monday through Friday. The Chief or his designee may schedule these

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duties during other times when necessary to complete their regular requirements and schedules including evening drills and training exercises as regularly scheduled. All other duties are not subject to these limitations. House duties shall be normally performed on Saturdays between 0700 and 1300; drills and training exercises may be scheduled at any time on Saturday, although every attempt should be made to schedule them before 13:00 hours. On Sundays and Village recognized holidays, only routine house duties will be scheduled, except that the Village may schedule training on Sundays if it gives employees thirty (30) days notice of its intent to schedule such training on a Sunday, for special training such as Multiple department drills, mass casualty drills, MABAS drills and burn downs ; using this option only four times in a calendar year. This section shall apply only to the duties set forth and shall not otherwise limit the Chief's and the Village's scheduling and direction of work as set forth in Article IV.

Shopping for kitchen supplies will be permitted during routine work hours in a department vehicle subject to calls for service. Shopping shall be done within the company's initial response area or at the closest store within the district as approved by the shift supervisor Village of Lake Zurich and shall be generally done between the hours of 7:00 a.m. to 8:30 a.m. A Fire Prevention Bureau vehicle can be used if available at station #3 for shopping but if one is not available, the employee-union member will use a personal vehicle. If a department staff vehicle is unavailable at station 4, personnel-the union member will take their own vehicle.

ARTICLE XXII - JURY DUTY & COURT TIME

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

- If ~~an employee~~a union member works on a week day and is assigned to jury duty for that day, the ~~employee-union~~

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member does not have to return to duty if jury duty is scheduled for the following day (24 hour compensation).

If ~~an employee~~ a union member works on a Friday, is assigned to jury duty for that day, and is not scheduled to return to jury duty until Monday, the ~~employee-union member~~ must return to duty after jury duty on Friday.

Saturday duty days, are to be worked in full, (24) hours, since courts are in recess on Sundays. Days assigned to jury duty which are followed by a holiday requires the ~~employee~~ union member to return to duty after that days jury service.

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

- If ~~an employee~~ a union member is sequestered, the ~~employee-union member~~ will be compensated for the days he is scheduled to work. If ~~an employee~~ a union member is released from jury duty, the ~~employee-union member~~ must return to duty immediately (within 3 hours) after the courts release if it falls on an assigned duty day.

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

ARTICLE XXIII - CLOTHING

Section 23.1 General. ~~Employees-Union members~~ will be provided uniforms and turnout gear upon their hire by the Village as set forth below.

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~~Employees-Union members~~ who desire replacement or repair of uniform items or turnout gear shall make such request to the Chief or his designee. The Village will reasonably respond to all request for replacement items. In addition, the Chief or designee and the Union President or designee will conduct twice yearly inspections of clothing and turnout gear to assist in complying with this provision. The cost to replace lost/damaged equipment or clothing that was taken out of the station during non-department sponsored events will be the responsibility of the ~~employeeunion member~~.

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

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

The Village may modify or alter the type, style, nature or number of station clothing items provided the Village provides such items at no cost to the ~~employeeUnion member~~. All ~~employees-union members~~ not assigned to a 24-hour shift shall receive an additional two (2) shirts of each type, and two (2) additional pants. A complete Dress Uniform shall be issued to the ~~employee-union member~~ upon completion of the probationary period.

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

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

Such turnout gear shall comply with the applicable NFPA standard for that particular item at the time of its purchase.

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ARTICLE XXIV - GENERAL PROVISIONS

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

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

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

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

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Section 24.2 Employee Testing and Substance Abuse

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

Section 24.2(B) Prohibitions. ~~Employees-Union members~~ shall be prohibited from:

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

Section 24.2(C) Testing. Where the Village has reasonable suspicion to believe that ~~an-employeea union member~~ is then under the influence of alcohol or illegal drugs or has otherwise violated the prohibitions of Section 24.2(B), or in the event ~~an-employeea union member~~ is involved in an accident that results in a citation or fatality, the ~~employee-union member~~ shall submit to drug/alcohol testing as outlined in section 24.2(D).The

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Village shall have the right to require the employee-union member to submit to alcohol and/or drug testing as set forth in this Agreement. There shall be no random or unit wide testing of employeesunion members, except random testing of an individual employee-union member as authorized below. The foregoing shall not limit the right of the Village to conduct such tests as it may deem appropriate for promotions, for physical examinations to determine fitness for duty in the event an-employeea union member has not worked for more than 90 consecutive calendar days, or for persons seeking employment prior to their date of hire. For the purpose of this Agreement, "under the influence" shall mean blood alcohol level equal to or exceeding the level specified in Section 24.2(E)(F) and/or conduct reasonably demonstrating impairment; with regard to drugs and substances of abuse, this term shall mean the presence in the body urine of any legal drug or substance of abuse as defined above, and/or conduct reasonably demonstrating impairment.

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

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

1. Use only trained collection site personnel from an accredited National Institute of Drug Abuse (NIDA) testing laboratory and/or medical facility to collect and analyze specimens of blood and/or urine.
2. Verify that the laboratory or facility selected conforms to all NIDA standards;
3. Verify that the laboratory follows a chain of custody procedure for both sample collection and testing that will insure the

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integrity of the identity of each sample and test result. No ~~employee-union member~~ covered by this Agreement shall be permitted at any time to become a part of such chain of custody;

4. Confirm any sample that tests positive in the initial screening for drugs by testing the second portion of the same sample by gas chromatography/mass spectrometry (gcms) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected drug or drug metabolites;
5. Require that the laboratory or hospital facility report to the Village that a blood or urine sample is positive only if both the initial screening and confirmation test are positive for a particular drug;
6. Require that with regard to alcohol testing, for the purpose of determining whether the ~~employee-union member~~ is under the influence of alcohol, test results that show an alcohol concentration of .02 or more based upon the grams of alcohol per 100 milliliters of blood be considered positive;
7. Collect a sufficient sample to allow a sufficient amount to be set aside for later screening by the ~~employeeunion member~~, at the ~~employee's-union member's~~ expense, if requested by the ~~employeeunion member~~. ~~An-employee~~A union member who desires to test the sample for his own purpose must notify the Director no later than seven (7) days after the test results are provided to him, and must make all arrangements to conduct such tests;
8. Sample collection may be witnessed if witnessing is part of the regular procedure used by the clinic or medical facility collecting the sample or in a case where the clinic or medical facility reasonably believes such witnessing is necessary in an individual case to preserve the integrity of the procedure;
9. The Village will insure no ~~employee-union member~~ will be subject to any adverse employment action prior to the confirmatory tests results except that the ~~employee-union memmer~~ may be suspended with pay or reassigned with pay to a temporary assignment and such reassignment or suspension will immediately cease in the event of a negative test result;
10. ~~An-employee~~A union member who intentionally interferes in

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any way with the testing procedure may be disciplined, up to and including termination;

Section 24.2(F) Discipline.

- (a) In the event ~~an employee~~ union member violates the prohibition against the possession, use, consumption, transfer, sale, purchase, or delivery of any illegal drug (Sec. 24.2(B)(b), or is found to be consuming, buying, selling or transferring alcohol while on duty (Sec. 4.2 (B) (a), he/she shall be terminated.
- (b) In situations other than those set forth in (a) above, no adverse employment action shall be taken by the Village for the first instance that ~~an employee~~ union member tests positive on both the initial and confirmatory tests for drugs or is found to be under the influence of alcohol, or when ~~an employee~~ union member voluntarily seeks assistance with respect to a drug or alcohol problem. The foregoing is conditioned upon:
 - (i) the ~~employee~~ union member agreeing to appropriate treatment as determined by the physician (s) or professional counselors involved;
 - (ii) the ~~employee~~ union member discontinues his use, possession, or sale of illegal drugs or abuse of alcohol;
 - (iii) the ~~employee~~ union member completes the course of treatment prescribed, including an after-care group for a period of up to twelve months;
 - (iv) the ~~employee~~ union member agrees to submit to random testing when ordered up to a maximum of four(4) times during the one year period following the first confirmed positive test. Such random tests shall be held on Monday through Friday between 7:00 a.m. and 8:30 p.m., or Saturday from 7:00 a.m. to 1:30 p.m. Knowledge of such tests shall be limited to persons with a need to know for the purpose of conducting the tests and administering the agreement.

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

The foregoing shall not be construed as an obligation on the part of the

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

Section 24.2(G) Grievance Procedure. In the event of disciplinary action subject to the exclusive jurisdiction of the Board of Fire and Police Commissioners, neither the ~~employee-union member~~ nor the Union shall be allowed to submit any matters arising under this Article or Agreement to the grievance and arbitration procedure, as such matters shall be brought before the Board. In all other situations not involving disciplinary action subject to the Board's exclusive jurisdiction, the grievance and arbitration provisions of this Agreement will apply.

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

Section 24.3 Injury in the Line of Duty. In the event ~~an employee~~ a union member incurs an injury in the line of duty covered by 5ILCS 345/1 (1992), the Village and the ~~employee-union member~~ shall abide by the provisions of that statute. For the purpose of defining full pay and benefits under that statute, ~~an employee~~ a union member shall receive all benefits under the terms of this Agreement except Work Reduction Days (Section 5.3) for the

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time he is receiving benefits under that statute. Moreover, ~~an employee~~a union member who does not abide by the restrictions of that statute concerning employment may be disciplined, up to and including termination, in addition to any other remedies available to the Village.

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

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

ON THE JOB INJURY (WORKERS COMPENSATION)

When ~~an employee~~a union member is injured on duty while performing his/her duties and responsibilities as outlined in their respective job description, that ~~employee~~union member can be directed to return back to work as soon as they are cleared for Light Duty assignments by their physician. The physician release to Light Duty shall include all limitations placed on the ~~employee~~union member along with a date for the next scheduled appointment. The release to Light Duty work form shall also be signed by the attending physician. The department may schedule productive Light Duty assignments that fit the restrictions of the ~~employee~~union member based on the physician return to work statement. Failure to report to Light Duty once released by the physician with workable restrictions and subsequently directed by the department may result in disciplinary action.

OFF DUTY INJURY (NON WORKERS COMPENSATION)

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

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designee may grant light Duty if there is productive work/projects that need to be completed and if the fiscal impact is not detrimental to the operational budget. A written request for Light Duty from the [employee-union member](#) is necessary for consideration.

HOURS/DAYS OF LIGHT DUTY WORK

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

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

DRESS CODE FOR LIGHT DUTY

[Employees-Union members](#) working light duty will report in their complete daily uniform unless it is not practical or detrimental to the injury.

Section 24.4 Smoking/Tobacco Product Use. In keeping with the Village's intent to provide a safe and healthy work environment and in conformance with the Smoke-Free Illinois Act, smoking by [employees union members](#) on Village property is limited to designated smoking areas during the [employee's-union member's](#) lunch or break periods, this includes

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the hours after 5pm for the fire department. Village property includes Village vehicles and equipment.

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

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

ARTICLE XXV – PROMOTIONS ACT

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

Section 25.2 Eligibility. Eligibility for promotions will be based on the Board of Fire and Police Commissioners Rules and Regulations set forth prerequisites for testing.

Promotion to Lieutenant

To be eligible for promotion to Lieutenant, Firefighter/Paramedics must complete five (5) years in rank as FF/PM with the Lake Zurich Fire Department at time of the expiration date of the current eligibility list for Lieutenant and have obtained Provisional Fire Officer 1 and Fire Apparatus Engineer as defined by the Office of the State Fire Marshal. Anyone hired after February 16, 2019, must have seven (7) years in rank as FF/PM with the Lake Zurich Fire Department to be eligible to test for the rank of Lieutenant.

Promotion to Captain (Shift Commander)

To be eligible for promotion to Captain, Lieutenant’s must complete two (2)

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years in rank in the Village of Lake Zurich at time of the expiration date of the current eligibility list for Captain and have obtained Provisional Fire Officer 2 as defined by the Office of the State Fire Marshal. Any Lieutenant promoted after February 16, 2019, must have four (4) years in rank at time of the current eligibility list expiration date to be eligible to test for Captain.

Section 25.3 Components and Scoring. The components of the test will be scored and posted in the order below with each component score posted prior to the next component. All raw scores shall be multiplied by the weighting factor listed.

<u>Order of Posting</u>		<u>Weighting Factor</u>
<u>1</u>	<u>Seniority (4 Points per year (1point per quarter up to 25 years of full-time service; 20 -100 possible points.</u>	<u>.10 (10%)</u>
<u>2</u>	<u>Ascertained Merit (for a list of criteria see Section 25.6</u>	<u>.15 (15%)</u>
<u>3</u>	<u>Merit and Efficiency –for criteria see Section 25.7;</u>	<u>.15 (15%)</u>
<u>4</u>	<u>Subjective Evaluation Score (see below for included sections; 0 to 100 possible points)</u>	<u>.35 (35%)</u>
<u>5</u>	<u>Written (0 to 100 points possible)</u>	<u>.25 (25%)</u>

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

<u>Assessment center (0 to 100 points possible)</u>	<u>.20 (20%)</u>
<u>Assessment center (0 to 100 points possible)</u>	<u>.20 (20%)</u>
<u>Assessment center (0 to 100 points possible)</u>	<u>.20 (20%)</u>
<u>Assessment center (0 to 100 points possible)</u>	<u>.20 (20%)</u>
<u>Commissioners structured oral interview and file review (0 to 100 points possible)</u>	<u>.20 (20%)</u>

Note: If an assessment center process is added or removed the subjective

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weighting will be adjusted equally for each section.

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

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

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

Section 25.5 Promulgation of New or Revised Rules: The Village agrees to notify the Union in advance of promulgating or implementing any new or revised Village ordinances, rules and regulations, or Board of Fire Commissioners rules and regulations which constitute mandatory subjects of bargaining within the meaning of the Illinois Public Labor Relations Act. Such notice shall be afforded in advance of the effective date of the proposed change to allow the Union ninety (90) days to review and offer effective input as to the proposed change.

Section 25.6 Ascertained Merit Criteria

15% portion of the total score. Ascertained Merit points will be awarded based upon the "Ascertained Merit Worksheet."

Ascertained Merit Points

Promotional candidates must provide the necessary certification and proof of participation in LZFD special team, committee, board affiliation, or advanced classes.

-Special teams association must be one year prior to the expiration date of the current eligibility list for Lieutenant/Captain and be in good standing to be eligible for submission.

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-Education Points will be provided to the highest degree attained from an accredited college or university, for example, the candidate has an Associate's degree and a Bachelor's degree the Bachelor's degree would be the only degree recognized for point submission. Only one degree can be submitted per level i.e. 2 Bachelor's degrees only one can be submitted.

-Advanced class points will **not** be accepted for classes required to be eligible for promotion, special team, committees, or job requirements e.g. VMO, FSVO, and Instructor I. Advanced classes shall be an accredited/certified: USFA, NFA, IFSI, OSFM, NWC EMSS, DHS or FEMA recognized course. Points will be award as 1 point for 8 hours of class time i.e. 40-hour class equals 5 points.

-Committee points will only be awarded for active and current affiliation as reported by the committee chair to the administration on an annual basis one calendar year prior of committee membership .

-All merit points will be reviewed for applicability by the administration prior to submission.

<u>Special Team Affiliation</u>	<u>Available Points</u>	<u>Total Points</u>
<u>HAZMAT</u>	<u>4 Points per year</u>	
<u>TRS</u>	<u>4 Points per year</u>	
<u>Dive</u>	<u>4 Points per year</u>	
<u>Investigations</u>	<u>4 Points per year</u>	
<u>Mechanics</u>	<u>2 Points per year</u>	
<u>Wild Land</u>	<u>2 Points per year</u>	
<u>Side-scan Sonar</u>	<u>2 Points per year</u>	
<u>Swift Water Rescue</u>	<u>2 Points per year</u>	
	<u>Total Special Team Points</u>	
<u>Education</u>	<u>Available Points</u>	

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<u>Associates Degree fire science or public safety.</u>	<u>20 Points</u>	
<u>Bachelor's Degree</u>	<u>40 Points</u>	
<u>Master's Degree</u>	<u>60 Points</u>	
	<u>Total Education Points</u>	
<u>Board Affiliation</u>	<u>Available Points</u>	
<u>Pension Board</u>	<u>2 Points per year</u>	
<u>Foreign Fire Tax Board</u>	<u>2 Points per year</u>	
<u>Union Executive Board</u>	<u>2 Points per year</u>	
	<u>Total Board Affiliation Points</u>	
<u>Advanced Classes</u> (5 points max per class)		
<u>1.</u>	<u>1 point per 8 hours class time</u>	
<u>2.</u>	<u>1 point per 8 hours class time</u>	
<u>3.</u>	<u>1 point per 8 hours class time</u>	
<u>4.</u>	<u>1 point per 8 hours class time</u>	
	<u>Total Advanced Class Points</u>	
<u>Current Committee Affiliation</u> (one calendar year prior of committee membership)		
<u>Safety/Training</u>	<u>5 Points</u>	
<u>Honor Guard</u>	<u>5 Points</u>	

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<u>Apparatus</u>	<u>5 Points</u>	
<u>Fitness</u>	<u>5 Points</u>	
<u>SOG</u>	<u>5 Points</u>	
<u>NWC EMSS Preceptor</u>	<u>5 Points</u>	
<u>Traditions</u>	<u>5 Points</u>	
<u>SCBA</u>	<u>5 Points</u>	
<u>NWC EMSS Committee Liaison</u>	<u>5 Points</u>	
<u>EMS Peer Educator</u>	<u>5 Points</u>	
<u>CPR</u>	<u>5 Points</u>	
<u>Radio and Communication's</u>	<u>5 Points</u>	
<u>Explorer's</u>	<u>5 Points</u>	
<u>Pre-Plans</u>	<u>5 Points</u>	
<u>Gas Monitors</u>	<u>5 Points</u>	
	<u>5 Points</u>	
	<u>5 Points</u>	
	<u>Total Committee Points</u>	
	<u>Overall Total</u>	

Total of 150 points maximum.

Conversion formula: total points awarded / points available X 15 =

Ascertained Merit points awarded

Example 120/150X15=12 points

Section 25.7 Merit and Efficiency Criteria

15% portion of total score (7.5% awarded by Union, 7.5% awarded by Administration.) Individuals will be rated in the following areas using a forced matrix: Leadership, Teamwork, and Emergency Scene Performance. Each component score will be factored as follows: Emergency Scene Performance (x.02), Leadership (X.02) Teamwork (X.02) and Initiative

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(x.015) for a total of 7.5% for each group awarding points. The initiative component will not be evaluated with a forced matrix and will be rated on a scale of 0-100. Seniority will not be a direct component of the merit and efficiency rating.

ARTICLE XXV PROMOTIONS ACT

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

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

Section 25.3 Components and Scoring. The components of the test will be scored and posted in order below with each component score posted prior to the next component. All raw scores shall be multiplied by the weighting factor listed. Should any subjective area not be done, the weighting for the removed area(s) will be assigned to the written exam weight.

Order —of Posting	Component	Weighting —Factor
—1	Seniority (4 points per year (1 point per quarter)) up to 25 years of full-time service; 0 to 100 possible.	.1 — (10%)

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—2	Ascertained Merit (for a list of criteria see Section 25.6; 0 to 100 points possible)	.05 — (5%)
—3	Subjective Evaluation Score (see below for included sections; 0 to 100 points possible)	.45 — (45%)
—4	Written (0 to 100 points possible)	.40 — (40%)

~~Breakdown of portions of the subjective evaluation total and their weight~~~~—Assessment center (0-100 points possible) —.20~~~~—Assessment center (0-100 points possible) —.20~~~~—Assessment center (0-100 points possible) —.20~~~~—Commissioners structured oral interview and file review (0-100 points possible) —.15~~~~—Administrative points/Performance evaluations (0-100 points possible) —.25~~~~*Note: If an assessment center process is added, the subjective weighting will be adjusted to .166 (repeating decimal) for each section.*~~~~The assessment center process may include, but not be limited to: oral interview, tactical evaluation, writing exercise, group problem solving and leaderless group exercise. The items included in the assessment center process shall be identified at least ninety (90) days prior to the exam at the time the exam notice is posted.~~~~All candidates shall be ranked on the list in rank order based on the highest to the lowest points scored on all components of the test.~~~~**Section 25.4 Written Exam Review.** Candidate may review the written test results with the testing agency that provided the written exam. The Village will schedule the review following the posting of the initial eligibility list and prior to the final eligibility list between the time the initial posting of the list and the final posting of the list. This coincides with the time frame where candidates may submit military preference points.~~~~**Section 25.5 Promulgation of New or Revised Rules.** The Village agrees~~

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

Section 25.6 Ascertained Merit Criteria:

100 points possible for 5% portion of total score

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

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

~~TRs Team Criteria
HAZMAT Team Criteria
Dive Team Criteria
Investigation Team Criteria
County Mechanics Team
Wildland Team~~

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

~~Category 2:~~ ~~Highest Applicable Formal Education. Applicants will receive merit for the highest degree obtained at an accredited institution (up to 70 points maximum) which will weigh as 70 percent of the whole. Points are awarded for only one degree occurring at the highest level listed. As an example, a person has two Associate Degrees; they receive points for 1 of those degrees.~~

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

ARTICLE XXVI - SAVINGS CLAUSE

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

ARTICLE XXVII - ENTIRE AGREEMENT

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

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

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ARTICLE XXVIII - TERMINATION

Upon execution by both parties, this Agreement shall be considered effective as of ~~January 1, 2021~~ May 1, 2017. The Agreement shall remain in full force and effect until 11:59 p.m. on the 31st day of December, ~~2024~~ 2020. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify or terminate this Agreement. In the event that such notice is given, negotiations shall begin no later than seventy-five (75) days prior to the anniversary date unless another time is mutually agreed to.

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

Executed this ____ day of _____, ~~2021~~ 2017.

VILLAGE OF LAKE ZURICH

PROFESSIONAL FIREFIGHTERS
OF LAKE ZURICH

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Appendix A**Wage Scale**

Firefighter/Paramedic	2%	2%	2%	2.5%	
Step	4/30/2017	5/1/2017	1/1/2018	1/1/2019	1/1/2020
1	\$60,683.49	\$61,897.16	\$63,135.10	\$64,397.81	\$66,007.75
2	\$70,120.75	\$71,523.17	\$72,953.63	\$74,412.70	\$76,273.02
3	\$74,764.89	\$76,260.19	\$77,785.39	\$79,341.10	\$81,324.63
4	\$80,028.25	\$81,628.82	\$83,261.39	\$84,926.62	\$87,049.78
5	\$84,982.01	\$86,681.65	\$88,415.28	\$90,183.59	\$92,438.18
6	\$91,483.81	\$93,313.49	\$95,179.76	\$97,083.35	\$99,510.43
Lieutenant/Paramedic	-	-	-	-	-
1	\$96,747.18	\$98,682.12	\$100,655.77	\$102,668.88	\$105,235.60
2	\$101,081.72	\$103,103.35	\$105,165.42	\$107,268.73	\$109,950.45
3	\$107,893.12	\$110,050.98	\$112,252.00	\$114,497.04	\$117,359.47
	<u>1/1/2020</u>	<u>1/1/2021</u>	<u>1/1/2022</u>	<u>1/1/2023</u>	<u>1/1/2024</u>
1	\$ 66,007.75	\$ 67,657.94	\$ 69,349.39	\$ 71,083.12	\$ 72,860.20
2	\$ 76,273.02	\$ 78,179.85	\$ 80,134.35	\$ 82,137.71	\$ 84,191.15
3	\$ 81,324.63	\$ 83,357.75	\$ 85,441.69	\$ 87,577.73	\$ 89,767.17
4	\$ 87,049.78	\$ 89,226.02	\$ 91,456.67	\$ 93,743.09	\$ 96,086.67
5	\$ 92,438.18	\$ 94,749.13	\$ 97,117.86	\$ 99,545.81	\$ 102,034.46
6	\$ 99,510.43	\$ 101,998.19	\$ 104,548.14	\$ 107,161.84	\$ 109,840.89
1	\$105,235.60	\$ 107,866.49	\$ 110,563.15	\$ 113,327.23	\$ 116,160.41
2	\$109,950.45	\$ 112,699.21	\$ 115,516.69	\$ 118,404.61	\$ 121,364.73
3	\$117,359.47	\$ 120,293.46	\$ 123,300.80	\$ 126,383.32	\$ 129,542.90

Retro Activity was included back to May 1, 2017.

Retro activity was included back to January 1, 2021.**Wages Part 2****Non-Emergent Functional Pay**

Compensation shall be set at ~~an employee's~~ a union member's straight time hourly rate as a minimum for the following functions/committee work: Apparatus, ISO, SCBA repair/testing, Radio, Tactical SOGs, Training, Safety, Peer Fitness Trainer, Honor Guard, EMD and PBPI work, CPR,

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Special team administrative meetings, Public Education work, and any future committee work so established.

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

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Appendix B

Special Team Stipend

Special teams are defined as all recognized Division IV Specialized Rescue Teams, or department recognized teams (Including Technical Rescue, Hazardous Materials, Dive Rescue, Investigations, Mechanics, Sonar, and Wild Land). Personnel may participate on more than one team. Payment is made for only one team. Based on an annual payment. Team requirements/training must be maintained. Paid to certified members only.

Team member
\$1,500.00

Team Leader
\$1,750.00

Preceptor Pay

For each student the primary preceptor shall receive 50% of the total amount compensated to the department by the hospital. The secondary preceptor shall receive 25% of the total amount compensated to the department by the hospital.

Meet Standards Pay

If a firefighter meets standards and has;

7 years of service but less than 15 years	\$500.00 annual payment
15 years of service but less than 20 years	\$1,000.00 annual payment
20 years of service but less than 25 years	\$1,250.00 annual payment
25 years of service or more	\$1,750.00 annual payment

This payment is to be paid on the check of the first full pay period following the union member's anniversary in the month of the employee's anniversary of employment.