



**AGENDA PACKET**  
**VILLAGE OF LAKE ZURICH**  
**Village Board of Trustees Meeting**

**August 16, 2021**  
**07:00 pm**

# **VILLAGE OF LAKE ZURICH**

## **VILLAGE BOARD OF TRUSTEES MEETING**

**AUGUST 16, 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**

#### **6. CONSENT AGENDA**

##### **A. Approval of Minutes of the Village Board Meeting, August 2, 2021**

Attachment: [6a.pdf](#)

##### **B. Approval of Semi-Monthly Warrant Register Dated August 16, 2021 Totaling \$403,829.52**

Attachment: [6b.pdf](#)

##### **C. Ordinance Pertaining to the Coronavirus Local Fiscal Recovery Fund for the Village of Lake Zurich (Assign Ord. #2021-08-428)**

**Summary:** The Village is an eligible municipality for federal funds from the American Rescue Plan Act (ARPA). Funding from the U.S. Treasury Department is being provided to Lake Zurich via the Illinois Department of Commerce and Economic Opportunity (DCEO), which requires recipients of the funds to formalize conflict of interest policies and compliance with federal terms and conditions required by the ARPA. The proposed Ordinance authorizes municipal officials to execute the necessary federal documents that must be provided to the DCEO.

Attachment: [6c.pdf](#)

#### **7. OLD BUSINESS - None at this time.**

#### **8. NEW BUSINESS**

##### **A. Ordinance Approving Lease Agreement for Sunset Pavilion Property at Breezewald Park, 133 North Old Rand Road (Assign Ord. #2021-08-429) (Trustee Weider)**

**Summary:** PB and S Investments, LLC has been the operator of the Breezewald Park Sunset Pavilion since opening in June 2018. The company proposes a new five-year lease agreement with the Village that would be effective until December 31, 2026.

The proposed lease includes Village monthly rent of \$500 or 20% of gross sales of alcohol and 12% of gross sales of other items, whichever is greater, payable for months of operation only. Months of operation are May 1st through October 31st, along with operating one day in March during the annual Purple Plunge special event.

The operator proposes to fund the cost of public improvements at Breezewald Park that would also benefit the Pavilion, including a pervious stone patio at the base of the existing deck with a fire pit for guests to enjoy during colder evenings in the autumn.

**Recommended Action:** A motion to approve Ordinance #2021-08-429 approving a lease agreement for Sunset Pavilion Property at Breezewald Park, 133 North Old Rand Road.

Attachment: [8a.pdf](#)

#### **9. TRUSTEE REPORTS**

#### **10. VILLAGE STAFF REPORTS**

## **Monthly Data Metrics**

Attachment: [Village Managers Office.pdf](#)

Attachment: [Public Works.pdf](#)

Attachment: [Community Development.pdf](#)

Attachment: [Fire.pdf](#)

Attachment: [Parks and Rec.pdf](#)

Attachment: [Police.pdf](#)

## **11. EXECUTIVE SESSION called for the purpose of**

- 5 ILCS 120 / 2 (c) (21) approval of executive session minutes
- 5 ILCS 120 / 2 (c) (1) appointment, employment, compensation, discipline, performance or dismissal of specific employees
- 5 ILCS 120 / 2 (c) (6) setting price for sale / lease of real estate

## **12. ADJOURNMENT**

UNAPPROVED MINUTES  
VILLAGE OF LAKE ZURICH

Board of Trustees  
70 East Main Street



AGENDA ITEM  
6A

Monday, August 2, 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 Mary Beth Euker, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Roy Witherow, Atty. Mallory M. Management Services Dir. Michael Duebner, Fire Chief Dave Pilgard, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown, H.R. Dir. Doug Gibson,
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT  
Eric Dubiel, 25 N. Pleasant Road, addressed the Board on three issues:- late fee schedule, campaign contribution and conflict of interest of a Board member.
5. PRESIDENT'S REPORT / COMMUNITY UPDATE
  - A. National American Miss Illinois Teen Hannah Etienne
  - B. Illinois High School Association State Champion Jake Myers
  - C. Oaths of Office for Fire Department Leadership
    - Deputy Fire Chief Joe Christopherson: Oath of Office was administered by Mayor Poynton, Christopherson was pinned by his wife.
    - Captain Terry Johnston: Oath of Office was administered by Commissioner Mike Hilt and Johnston's wife pinned him.
    - Captain Lee Kammin: Oath of Office was administered by Commissioner Mike Hilt, Kammin was pinned by his wife.
    - Lieutenant Chris Hedquist: Oath of Office was administered by Commissioner John Kelly, pinning was by his wife.
    - Lieutenant Spencer Cornell: Oath of Office was administered by Commissioner Marty Bush and Cornell was pinned by his wife.
6. CONSENT AGENDA
  - \*A. Approval of Minutes of the Village Board Meeting, July 19, 2021
  - B. Approval of Semi-Monthly Warrant Register Dated August 2, 2021 Totaling \$1,864,366.16
  - C. Ordinance Granting Relief from Residential Rear Yard Setback Requirements for a Terrace at 27 South Shore Lane ORD. #2021-08-425

Village of Lake Zurich Board of Trustees Regular Meeting. Monday August 2<sup>nd</sup>, 2021. 2

**Summary:** The property owners of 27 South Shore Lane filed a zoning application to allow for the construction of a patio terrace within the required 20-foot rear yard setback. The Planning and Zoning Commission held a public hearing on July 21, 2021 to consider this application and voted 4-0 in favor of recommending approval of the variation to allow for the construction of the terrace.

**D. Ordinance Authorizing Disposal of Surplus Property Owned by the Village of Lake Zurich. Ord. #2021-08-426**

**Summary:** Staff has determined the items listed in this proposed Ordinance are no longer necessary, useful, or in the best interests of the Village to retain ownership. The Ordinance declares the property as surplus and authorizes the sale or disposal of the items.

**E. Agreement with Tyler Technology in the Amount of \$30,000 Payable Over Three Years for Software Support and Maintenance of Police Records Management System.**

**Summary:** The Village founded a records management consortium in April 2015 on behalf of Lake Zurich and neighboring communities and contracted with Tyler Technology, then New World Systems, to provide an RMS solution. The final lease payment and first software support and maintenance agreement payment would have occurred in the same fiscal year, causing a hardship for member communities.

Staff negotiated a discounted price and deferment of the balance of \$30,0000 payable in equal installments in 2022, 2023 and 2024. Lake Zurich's annual share will be \$3,077 in addition to the software support and maintenance agreement share of \$19,292, which is subject to increases.

**\*F. Ordinance Amending Chapter 7 of Title 1 of the Lake Zurich Municipal Code Regarding Non-Sufficient Fund Fees and the Amending Title 13 Comprehensive Fee Schedule ORD. #2021-08-427**

**Summary:** The proposed Ordinance formalizes a fee for payments that are returned by financial institutions for various reasons. The proposed non-sufficient funds (NSF) fee of \$35 would be applied as needed for returns resulting from non-sufficient funds, declined direct debits, cancelled checks, stopped payment or credit card charge backs.

\*Trustee Weider stated that the recording of the vote of Agenda Item #8F in the minutes of the July 19<sup>th</sup>, 2021 meeting was omitted. Clerk Johnson will amend the minutes to show the vote of Agenda Item 8F at the July 19<sup>th</sup>, 2021 meeting.

\*Trustee Gannon requested further information on Agenda Item #6F. Dir. Duebner and Village Manager Keller explained that it was clarifying of the Village code. There was discussion about it being a hardship for the residents and V.M. Keller stated that there are methods to help residents if they contact staff.

**Recommended Action:** A motion was made by Mayor Poynton, seconded by Trustee Weider, to approve the Consent Agenda as amended.

**AYES:** 6 Trustees Bobrowski, Euker, Gannon, Spaccone, Sprawka, Weider.

**NAYS:** 0

**ABSENT:** 0

**MOTION CARRIED.**

**7. OLD BUSINESS**

**None at this time.**

Village of Lake Zurich Board of Trustees Regular Meeting, Monday August 2<sup>nd</sup>, 2021. 3

**8. NEW BUSINESS**

**A. Special Event Request for Phase Three Brewing Company Bushel of Apples Fest on October 2 and October 3, 2021 at Paulus Park**

**Summary:** Phase Three Brewing Company, a Lake Zurich business located on Donata Court, proposes a new special event for this autumn at Paulus Park on Saturday, October 2 from 11 am – 9 pm and Sunday, October 3 from 11 am – 6 pm.

The Bushel of Apples Fest would promote their special beer release and local brews at Paulus Park with family friendly activities such as face painting, a pumpkin patch and magician for younger fest goers. The event would be free admissions with attendees to purchase food, beer to consume on premises and packaged beer to go.

Phase Three Brewing is aware of Jack O'Lantern World, the other special event using the Paulus Park grounds the entire month of October by All Community Events, another local Lake Zurich business. Both businesses have agreed to work together for the first weekend in October, potentially sharing food trucks and utilizing Phase Three brews to streamline operations.

Dir. Duebner introduced Evan Morris of Phase Three Brewing Co. who gave a brief explanation of the proposed event.

**Recommended Action:** A motion was made by Trustee Weider, seconded by Trustee Euker, to approve the special event request for Phase Three Brewing Company Bushel of Apples Fest on October 2 and October 3, 2021 at Paulus Park.

**AYES:** 6 Trustees Bobrowski, Euker, Gannon, Spacone, Sprawka, Weider.

**NAYS:** 0

**ABSENT:** 0

**MOTION CARRIED.**

**9. TRUSTEE REPORTS**

There were none.

**10. VILLAGE STAFF REPORTS**

There were none.

**11. ADJOURNMENT**

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

**AYES:** 6 Trustees Bobrowski, Euker, Gannon, Spacone, Sprawka, Weider.

**NAYS:** 0

**ABSENT:** 0

**MOTION CARRIED.**

Meeting adjourned at 8.05pm.

Respectfully Submitted by:

Kathleen Johnson, Village Clerk.

Approved by:

\_\_\_\_\_  
Thomas M. Poynton, Village Mayor

\_\_\_\_\_  
DAG

VILLAGE OF LAKE ZURICH				
WARRANT REPORT - 8/16/2021				
<u><b>\$403,829.52</b></u>				
<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>
<b>Fund 101 GENERAL</b>				
Dept 00000				
101-00000-15001	PREPAID EXPENDITURES	WATEROUS COMPANY	TRG SEMINAR - NEYFELDT, MATHESON	600.00
101-00000-21455	BUILDING DEPOSIT PAYABLES	ABC	BD PAYMENT REF - PERMIT #PB21-0991	24.00
101-00000-21455	BUILDING DEPOSIT PAYABLES	WEISKOPF, ELIZABETH	BD PAYMENT REF - PERMIT #18030066	100.00
101-00000-21455	BUILDING DEPOSIT PAYABLES	DE TAR, SUSAN	BD PAYMENT REF - PERMIT #PB20-0878	44.60
Total For Dept 00000				<u>768.60</u>
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
101-10001-42503	GRANTS	LC METROPOLITAN ENFORCEMENT GROUP 2021 0504 MEG JAG GRANT REIMBURSEMENT	3,636.00	
101-10001-42503	GRANTS	LC METROPOLITAN ENFORCEMENT GROUP 2021 0727 MEG JAG GRANT REIMBURSEMENT	<u>30,836.00</u>	
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				<u>34,472.00</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
101-12001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	BOARD ROOM CHAIR	199.99
101-12001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NAME PLATES	22.00
101-12001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	LEGAL PADS, CLIPS, RUBER BANDS, PAPER	34.99
Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION				<u>256.98</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
101-12120-51655	EMPLOYEE RECOGNITION	MY FLAVOR IT PLACE	ICE CREAM SOCIAL - 8/26	265.00
101-12120-54305	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	EMPLOYEE SCREENINGS	<u>733.00</u>
Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				<u>998.00</u>
Dept 13001 FINANCE ADMINISTRATION				
101-13001-53208	OFFICE SUPPLIES	PITNEY BOWES - SUPPLIES	POSTAGE METER INK	80.74
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	LEGAL PADS, CLIPS, RUBER BANDS, PAPER	<u>58.26</u>
Total For Dept 13001 FINANCE ADMINISTRATION				<u>139.00</u>
Dept 17001 TECHNOLOGY ADMINISTRATION				
101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBE INC	CREATIVE CLOUD - AUG 2021	206.08
101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBE INC	CREATIVE CLOUD - PW	15.73
101-17001-52111	OTHER PROFESSIONAL SVCS	AWS #140011104 aws.amazon	AWS CLOUD SVCS - JUN 2021	17.34

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WARRANT REPORT - 8/16/2021

**\$403,829.52**

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101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE	GOOGLE SERVICE - AUG 2021	24.00
101-17001-52111	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC.	MS CLOUD SERVICES - JUN11/JUL 11	92.12
101-17001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - AUG	168.97
101-17001-53203	TELEPHONE & DATA SVCS	AT & T	VH ELEVATOR 540-9255	240.65
101-17001-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	CASE, TAPE, AIR DUSTER, POWER STRIP	87.35
101-17001-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	CREDITS - CASE, TAPE, AIR DUSTER, POWER STRIP	<b>(87.35)</b>
			Total For Dept 17001 TECHNOLOGY ADMINISTRATION	764.89
Dept 24001 POLICE ADMINISTRATION				
101-24001-52111	OTHER PROFESSIONAL SVCS	GATSO USA, INC	RED LIGHT CAMERA FEE	4,200.00
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	SHARPS REMOVAL - AUG	29.13
101-24001-52701	MAINT-BLDGS & GROUNDS	USW HOLDING COMPANY LLC	FILTERED WATER - SEP 2021	62.00
101-24001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - PD (JUN '21)	301.21
101-24001-53209	UNIFORMS	JOHNSON, ROBERT	BOOTS	160.83
101-24001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	LENS WIPES	49.20
101-24001-53401	CUSTODIAL SUPPLIES	VALDES, LLC	TP, TOWEL ROLLS, CUPS	<b>359.66</b>
			Total For Dept 24001 POLICE ADMINISTRATION	5,162.03
Dept 24210 POLICE OPERATIONS				
101-24210-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	RADIO FEE - AUG	1,530.00
101-24210-52204	OTHER LEGAL	ALBARRAN, LUIS	LOCAL PROSECUTOR - JULY	6,666.67
101-24210-52204	OTHER LEGAL	ETERNO, DAVID G	ADJUDICATION HEARING FEE	150.00
101-24210-52703	MAINT-VEHICLES	RACEWAY CAR WASH INC	SQUAD CAR WASHES (54)	459.00
101-24210-53209	UNIFORMS	ENTENMANN-ROVIN COMPANY	BADGES - STONE BEREZA	771.50
101-24210-53209	UNIFORMS	GALL'S, LLC	VANACKER - BELTS, SHRT, SOCKS	401.76
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	KOURTEV - SHIRTS	44.99
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	KOURTEV - KEY CLIP, MIC	11.98
101-24210-53209	UNIFORMS	THIERGOOD, DION L	UNIFORM PATCHES	<b>24.00</b>
			Total For Dept 24210 POLICE OPERATIONS	10,059.90
Dept 24230 POLICE CRIME PREVENTION				
101-24230-52111	OTHER PROFESSIONAL SVCS	TLO LLC	INVESTIGATIVE SEARCH ENGINE	81.60
101-24230-52111	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	INVESTIGATIVE SEARCH ENGINE	198.05

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101-24230-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	PILASKI - RADIO POUCH, PMAG	63.95
101-24230-53211	OTHER SUPPLIES	ARROWHEAD SCIENTIFIC, INC	EVIDENCE COLLECTION SUPPLIES	294.17
101-24230-53211	OTHER SUPPLIES	SIEBER, ANDREW	EVIDENCE SUPPLIES	13.05
101-24230-53211	OTHER SUPPLIES	SIRCHIE	EVIDENCE SUPPLIES	87.75
			Total For Dept 24230 POLICE CRIME PREVENTION	738.57
Dept 25001 FIRE ADMINISTRATION				
101-25001-52707	MAINT-OTHER	INTL FIRE EQUIPMENT	MAINTENANCE OF FIRE EXTINGUISHERS - ST. 1	85.16
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	127.78
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE	SHIPPING COSTS	139.82
101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	APPARATUS/TEAM TAG - 3200	10.75
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS, POLO, SHIRT - KLEINHEINZ	118.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - PILGARD	109.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	GREY POLOS - YEE	80.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CHIEF INSIGNIA, NAMEPLATE, CAP - PILGARD	81.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT - CORNELL	41.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CAP, CAP BADGES - CORNELL	132.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	ALTERATIONS - JOHNSTON	25.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	ALTERATIONS - KAMMIN	25.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CAP, NAMEPLATE, BELT - HEDQUIST	66.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CLASS A COAT & CAP, INSIGNIA, TROUSERS - HEDQUIST	370.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CLASS A COAT ALTERATIONS - CORNELL	40.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CLASS A COAT ALTERNATIONS - CHRISTOPHERSON	115.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CAP, CAP BADGES - CHRISTOPHERSON	140.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	NAMEPLATE - JOHNSTON	11.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, INSIGNIAS, SHIRT - PROMOTION - JOHNSTON	172.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CLASS A HAT, INSIGNIA - PROMOTION - KAMMIN	127.00
101-25001-53210	SMALL TOOLS & EQUIP	CASPER TRUE VALUE HARDWARE INC	DUCT TAPE	7.58
101-25001-53405	BLDG & GROUND MAINT SUPP	CASPER TRUE VALUE HARDWARE INC	POWER STRIP, MISC. HARDWARE	16.29
			Total For Dept 25001 FIRE ADMINISTRATION	2,040.88
Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	248.25

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101-25320-53209	UNIFORMS	AIR ONE EQUIPMENT INC	WHITE 880 HELMET	285.00
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	STRUCTURAL FIREFIGHTING BOOTS	485.00
101-25320-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	REHAB SUPPLIES - WATER, TRAILMIX	115.90
			Total For Dept 25320 FIRE FIRE SUPPRESSION	1,134.15
Dept 25330 FIRE EMS				
101-25330-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL EMS	INSTATION AND ADMIN FEES	2,925.00
101-25330-52118	SOFTWARE MAINTENANCE	LANGUAGELINE SOLUTIONS	LANGUAGE LINE VIDEO INTERPRETATION	20.57
101-25330-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - JUL 2021	54.06
101-25330-53211	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	131.00
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CPR/MANIKIN SUPPLIES - MOUTHPIECES AND BREATHIN	251.18
			Total For Dept 25330 FIRE EMS	3,381.81
Dept 25350 FIRE FIRE PREVENTION BUREAU				
101-25350-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	158.45
101-25350-53211	OTHER SUPPLIES	PROMOS 911, INC.	PUB ED SUPPLIES - OPEN HOUSE 2021	1,911.36
			Total For Dept 25350 FIRE FIRE PREVENTION BUREAU	2,069.81
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
101-28001-52111	OTHER PROFESSIONAL SVCS	PADDOCK PUBLICATIONS INC.	27 SOUTH SHORE PUBLIC HEARING	96.60
101-28001-52111	OTHER PROFESSIONAL SVCS	THOMPSON ELEVATOR INSP SERVICE INC	NEW CONSTRUCTION PERMIT REINSPECTION	100.00
101-28001-52111	OTHER PROFESSIONAL SVCS	THOMPSON ELEVATOR INSP SERVICE INC	SEMI-ANNUAL ELEVATOR INSPECTION	43.00
101-28001-52111	OTHER PROFESSIONAL SVCS	THOMPSON ELEVATOR INSP SERVICE INC	9 SEMI ANNUAL, 1 ANNUAL, 1 FULL MOD PERMIT	530.00
101-28001-52111	OTHER PROFESSIONAL SVCS	UNITED SERVICES BY PERMACO	BOARD UP SERVICES - 100 ELA RD	400.96
101-28001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY TREASURER	MAY 2021 BUILDING SERVICES	12,397.90
101-28001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY TREASURER	JUNE 2021 BUILDING SERVICES	15,270.96
101-28001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	JUNE SERVICES INV 167593 LIFETIME PROJECT	1,950.74
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLDG PERMIT REVIEWS	3,389.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	474 N OLD RAND RD	216.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	EVERY RIDGE - HOUSLINE	750.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SARAH ADAMS SCHOOL	3,887.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	525 ENTERPRISE	845.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LAKEVIEW PLAZA RETAINING WALL	338.00

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101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	COM DEV ENG	1,943.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	708 TELSER RD	169.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	68 BEECH DR	358.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1110 HONEY LAKE RD	253.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	KILDEER CROSSINGS SUBDV	2,450.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAY WHITNEY SCHOOL	1,509.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	400 OAKWOOD	284.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	244 WHITENY RD	126.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	37 PARK AVE	230.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	4 SOUTH SHORE LN	246.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	77 SOUTH SHORE LN	253.50
101-28001-52604	SWEEPING & MOWING	MILIEU DESIGN LLC	199/201 S OLD RAND RD	206.25
101-28001-52604	SWEEPING & MOWING	MILIEU DESIGN LLC	BZ WEEDS - ENTERPISE PKWY	165.00
101-28001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW JUN '21)	52.84
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				48,464.75

## Dept 36001 PUBLIC WORKS ADMINISTRATION

101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-22	30.68
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-29	30.68
101-36001-52603	LAKE/WATER QUALITY MGMT	IL EPA	IEPA 2022 FEE	1,000.00
101-36001-52605	MOSQUITO ABATEMENT	CLARKE ENVIRON MOSQUITO MGMT	MOSQUITO CONTROL 2020 #4	10,586.25
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-22	53.27
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-29	53.27
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	PD HVAC REPAIR	284.97
101-36001-52701	MAINT-BLDGS & GROUNDS	MC GINTY BROS., INC.	HAZARD TREE STUMP GRINDING	1,075.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEEN PEST MANAGEMENT SERVICE	PW PEST CONTROL - AUG	49.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEEN PEST MANAGEMENT SERVICE	PD PEST CONTROL - AUG	93.00
101-36001-52702	MAINT-LAWN & LANDSCAPING	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	8,056.50
101-36001-52704	MAINT-EQUIPMENT	STANDARD EQUIPMENT COMPANY	CAMERA WHEEL REPAIR	388.63
101-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	LOT 42	58.45
101-36001-53203	TELEPHONE & DATA SVCS	FORCE AMERICA	PW TRUCK DATA PLAN	140.00
101-36001-53203	TELEPHONE & DATA SVCS	VERIZON WIRELESS LLC	LOT 42 LIFT ALARM - JUN	18.02
101-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW JUN '21)	52.84

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101-36001-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - JUL 2021	1.78
101-36001-53209	UNIFORMS	RUSSO POWER EQUIPMENT	CHAPS-ROPE	117.99
101-36001-53210	SMALL TOOLS & EQUIP	CONSERV FS, INC	HAND TOOLS	49.32
101-36001-53210	SMALL TOOLS & EQUIP	RUSSO POWER EQUIPMENT	CHAPS-ROPE	230.98
101-36001-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	ELECTRIC PARTS	10.28
101-36001-53405	BLDG & GROUNDS SUPPLIES	CASPER TRUE VALUE HARDWARE INC	PADLOCK	16.99
101-36001-53405	BLDG & GROUNDS SUPPLIES	CASPER TRUE VALUE HARDWARE INC	ADHESIVE REMOVER	16.98
101-36001-53405	BLDG & GROUNDS SUPPLIES	CASPER TRUE VALUE HARDWARE INC	MOUNTING HARDWARE	2.38
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	PD BALLASTS	139.28
101-36001-53405	BLDG & GROUNDS SUPPLIES	MGN LOCK-KEY & SAFES INC.	505 KEYS	<u>16.25</u>
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	22,572.79
 Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52702	MAINT-LAWN & LANDSCAPING	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	27,783.29
101-36420-52704	MAINT-EQUIPMENT	INTL FIRE EQUIPMENT	EXTINGUISHER MAINT	53.87
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	200 S RAND RD	657.55
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	7 E MAIN ST	25.43
101-36420-53401	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	CLEANING SUPPLIES	15.02
101-36420-53403	LANDSCAPING SUPPLIES	CONSERV FS, INC	SEED & BLANKET	115.02
101-36420-53405	BLDG & GROUND MAINT SUPP	GRAINGER	SPRAYGROUND MAINTENANCE	813.88
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PAINT - BC FENCE	32.06
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PICNIC TABLE PAINT	87.25
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	LIGHTING WHIP	14.38
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	FLEX TAPE - CONNECTORS	43.39
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	BATTS - DOOR SWEEP - PEST CONTROL	42.90
101-36420-53405	BLDG & GROUND MAINT SUPP	FERGUSON ENTERPRISES LLC	FLEX TUBES	107.98
101-36420-53405	BLDG & GROUND MAINT SUPP	FERGUSON ENTERPRISES LLC	CREDIT - FLEX TUBES	(107.98)
101-36420-53407	EQUIP MAINT PART&SUPPLIE	TEAM REIL, INC	JONQUIL REPAIRS - 2021P	3,546.30
101-36420-54306	EQUIPMENT RENTAL	RENTAL MAX LLC	AUGER BIT	13.80
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	PAULUS PARK PORT-O-POTTY	127.45
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	CHESTNUT PORT-O-POTTY	<u>112.27</u>
			Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE	33,483.86

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Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-22	48.92
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-29	43.70
101-36471-52111	OTHER PROFESSIONAL SVCS	ERNIE'S WRECKER SERVICE, INC	TOW 321	437.50
101-36471-52602	WASTE REMOVAL	LIBERTY TIRE RECYCLING HOLDCO LLC	USED TIRE RECYCLE	462.82
101-36471-52703	MAINT-VEHICLES	ALPINE AUTOMOTIVE INC.	ALIGNMENT 431	109.39
101-36471-53206	POSTAGE & SHIPPING	TNK SHIPPING, INC	SHIPPING - SCBA BRACKET	12.76
101-36471-53209	UNIFORMS	ADAMS STEEL SERVICE & SUPPLY, INC	STEEL	37.68
101-36471-53210	SMALL TOOLS & EQUIP	FASTENAL COMPANY	GRINDING DISC	50.16
101-36471-53211	OTHER SUPPLIES	ADAMS STEEL SERVICE & SUPPLY, INC	STEEL	738.70
101-36471-53211	OTHER SUPPLIES	AIRGAS USA, LLC	ACETYLENE	159.15
101-36471-53211	OTHER SUPPLIES	CASPER TRUE VALUE HARDWARE INC	UPHOLSTRY CLEANER	6.99
101-36471-53211	OTHER SUPPLIES	FASTENAL COMPANY	CUT WHEEL	15.57
101-36471-53211	OTHER SUPPLIES	NAPA AUTO PARTS	SEALER 0729	24.33
101-36471-53211	OTHER SUPPLIES	NAPA AUTO PARTS	SEALER	24.33
101-36471-53406	AUTO PARTS & SUPPLIES	CASPER TRUE VALUE HARDWARE INC	PLUG	8.39
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	SWITCH	15.15
101-36471-53406	AUTO PARTS & SUPPLIES	FACTORY MOTOR PARTS	COMPRESSOR	294.43
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	TENSIONER	45.38
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BELT	27.37
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	FILTERS	103.39
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	FUSE	22.57
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CABIN FILTER	10.72
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	BRAKE ROTOR	111.24
101-36471-53406	AUTO PARTS & SUPPLIES	NAPA AUTO PARTS	CREDIT - CORE DEP	(21.58)
101-36471-53406	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	TIE ROD	148.97
101-36471-53406	AUTO PARTS & SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	HOSE CLAMP	27.60
101-36471-53406	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER	VALVE	47.44
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	STEERING WHEEL 436	287.17
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	SNOW BLOWER PARTS	123.44
101-36471-53407	EQUIP MAINT PART&SUPPLIE	CASPER TRUE VALUE HARDWARE INC	NUMBERS	1.58
101-36471-53407	EQUIP MAINT PART&SUPPLIE	INTERSTATE ALL BATTERY CENTER	BATTERY	6.60
101-36471-53407	EQUIP MAINT PART&SUPPLIE	WEST SIDE TRACTOR SALES	SWITCH	423.16

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101-36471-53418	LUBRICANTS & FLUIDS	ARLINGTON POWER EQUIPMENT	BAR OIL	43.16		
101-36471-53418	LUBRICANTS & FLUIDS	MOTOR PARTS & EQUIPMENT CORP	DEF	79.90		
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		3,978.08		
<b>Dept 67001 RECREATION ADMINISTRATION</b>						
101-67001-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - JUL 2021	36.14		
101-67001-53212	PROGRAM SUPPLIES	CASPER TRUE VALUE HARDWARE INC	KEYS	16.74		
		Total For Dept 67001 RECREATION ADMINISTRATION		52.88		
<b>Dept 67965 RECREATION ATHLETICS</b>						
101-67965-52115	RECREATION PROGRAM SVC	HOT SHOTS SPORTS	SPORTS SUMMER 2021 - SESSION I	6,336.40		
101-67965-52115	RECREATION PROGRAM SVC	LZ FAMILY MARTIAL ARTS ACADEMY	SUMMER I & II 20 PARTICIPANTS	832.00		
101-67965-52115	RECREATION PROGRAM SVC	ON COURSE RIDING ACADEMY	3 JULY PARTICIPANTS HORSE	808.50		
		Total For Dept 67965 RECREATION ATHLETICS		7,976.90		
<b>Dept 67970 RECREATION AQUATICS</b>						
101-67970-53414	CHEMICALS	CASPER TRUE VALUE HARDWARE INC	CREDIT - MURIATIC ACID	(9.99)		
101-67970-53414	CHEMICALS	CASPER TRUE VALUE HARDWARE INC	MURIATIC ACID	48.67		
101-67970-53414	CHEMICALS	CASPER TRUE VALUE HARDWARE INC	MURIATIC ACID	90.50		
		Total For Dept 67970 RECREATION AQUATICS		129.18		
<b>Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS</b>						
101-67975-52115	RECREATION PROGRAM SVC	DOGZ ARE US, LLC	SPRING I & II - 21 PARTICIPANTS	1,690.50		
		Total For Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS		1,690.50		
		<b>Total For Fund 101 GENERAL</b>		<b>180,335.56</b>		
<b>Fund 202 MOTOR FUEL TAX</b>						
<b>Dept 36001 PUBLIC WORKS ADMINISTRATION</b>						
202-36001-52701	MAINT-BLDGS & GROUNDS	MEADE, INC	MN STREET SIGNAL MAINT	200.00		
202-36001-52701	MAINT-BLDGS & GROUNDS	SEBERT LANDSCAPING	LANDSCAPE MAINT - QUENTIN JULY 2021	1,918.00		
202-36001-52701	MAINT-BLDGS & GROUNDS	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	4,262.92		
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	45 S OLD RAND RD	27.82		

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202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	CLAIRVIEW	30.04
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		6,438.78
			<b>Total For Fund 202 MOTOR FUEL TAX</b>	<b>6,438.78</b>
<b>Fund 207 SPECIAL EVENTS FUND</b>				
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	RECREATION SIGN UP - AUG 2021	9.99
		Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN		9.99
			<b>Total For Fund 207 SPECIAL EVENTS FUND</b>	<b>359.99</b>
<b>Fund 227 DISPATCH CENTER</b>				
Dept 24220 POLICE DISPATCH				
227-24220-51652	TRAINING AND MEETINGS	POWERPHONE, INC	ON-LINE TRAINING COURSE	979.00
227-24220-53209	UNIFORMS	GALL'S, LLC	LOVELACE - POLO, PANTS	113.94
		Total For Dept 24220 POLICE DISPATCH		1,092.94
			<b>Total For Fund 227 DISPATCH CENTER</b>	<b>1,092.94</b>
<b>Fund 310 TIF #1 DEBT SERVICE</b>				
Dept 10490 GENERAL GOVERNMENT TIF				
310-10490-56605	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGENT FEES - BOND 2014A	750.00
		Total For Dept 10490 GENERAL GOVERNMENT TIF		750.00
			<b>Total For Fund 310 TIF #1 DEBT SERVICE</b>	<b>750.00</b>

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<b>Fund 401 VILLAGE CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	HITCHCOCK DESIGN INC	PAULUS PARK PLANNING - OSLAD	16,240.47
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		16,240.47
Dept 36470 PUBLIC WORKS STORM WATER CONTROL				
401-36470-55253	INFRASTRUCTURE IMPROVEMT	JOSEPH D FOREMAN & COMPANY, INC	STORM PIPE	440.00
		Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL		440.00
<b>Total For Fund 401 VILLAGE CAPITAL PROJECTS</b>				
				<b>16,680.47</b>
<b>Fund 405 NHR CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-53416	CONCRETE & ASPHALT	FISCHER BROS FRESH CONCRETE, INC.	CONCRETE 7/28	880.75
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		880.75
<b>Total For Fund 405 NHR CAPITAL PROJECTS</b>				
				<b>880.75</b>
<b>Fund 501 WATER &amp; SEWER</b>				
Dept 00000				
501-00000-21204	LC CONNECTION FEES PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT.	LC CONNECTION FEE - 1162 SYCAMORE DR	4,030.00
501-00000-21204	LC CONNECTION FEES PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT.	LC CONNECTION FEE - 1080 AVERY RIDGE CIR	4,030.00
501-00000-21206	WATER BILLING REFUNDS	BRIDDICK, DIANE	UB REF A/C #004637-03 FINAL	38.88
		Total For Dept 00000		8,098.88
Dept 36001 PUBLIC WORKS ADMINISTRATION				
501-36001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - AUG	675.86
501-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW JUN '21)	388.60
501-36001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	FOLDERS, PENS, PAPER, HIGHLIGHTERS	95.31
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-22	26.52
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 7-29	31.74
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		1,218.03

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Dept 36530 PUBLIC WORKS WATER BILLING				
501-36530-52111	OTHER PROFESSIONAL SVCS	DATAPROSE, LLC	WATER BILL PROCESSING - JULY 2021	731.42
501-36530-53206	POSTAGE & SHIPPING	DATAPROSE, LLC	WATER BILL PROCESSING - JULY 2021	2,759.46
			Total For Dept 36530 PUBLIC WORKS WATER BILLING	3,490.88
Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52607	WATER SAMPLE ANALYSIS	SUBURBAN LABORATORIES, INC.	WATER SAMPLE ANALYSIS - JUL	667.50
501-36550-52701	MAINT-BLDGS & GROUNDS	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	804.86
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #11	1,686.87
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #7	2,394.62
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #12	7,348.57
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #8	7,176.59
501-36550-53211	OTHER SUPPLIES	HACH COMPANY	CHLORINE RESIDUAL REAGENT	326.98
501-36550-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	ELEC GENERATOR OUTLET/SUPPLIES-WELL 10	59.07
501-36550-53413	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN & COMPANY, INC	SAMPLE STATION SUPPLY CONNECTORS	624.00
501-36550-53414	CHEMICALS	COMPASS MINERALS AMERICAN INC	BULK WTR COND SALT - WELL #10	2,354.46
501-36550-53414	CHEMICALS	VIKING CHEMICAL COMPANY	BLEACH/QUENTIN CLEAN UP & WELL 9	148.20
501-36550-55256	VEHICLES	COMMUNICATIONS DIRECT INC.	MOBLIE RADIO	611.42
			Total For Dept 36550 PUBLIC WORKS WATER SERVICE	24,203.14
Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDRO SULFIDE REDUCTION - QUENTIN UMP STA	2,549.16
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDRO SULFIDE REDUCTION - NW PUMP STA	1,533.67
501-36560-52704	MAINT-EQUIPMENT	STANDARD EQUIPMENT COMPANY	CAMERA WHEEL REPAIR	388.64
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	FLOW CONTROL	52.78
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	VACUUM PRIME	28.55
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1100 QUENTIN RD	1,351.13
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1160 THORNDALE LN	148.81
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 700 OLD MILL GROVE RD	81.98
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1160 BRISTOL TRAIL	184.78
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 620 CHURCH ST	248.01
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 61 W MAIN ST	57.97
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 1005 MARCH ST	89.80

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501-36560-53210	SMALL TOOLS & EQUIP	CASPER TRUE VALUE HARDWARE INC	HAND HELD SPRAYERS/QUENTIN	69.98
501-36560-53405	BLDG & GROUND MAINT SUPP	CASPER TRUE VALUE HARDWARE INC	3" PIPE PLUG/QUENTIN PUMP STATION	12.98
501-36560-53414	CHEMICALS	VIKING CHEMICAL COMPANY	BLEACH/QUENTIN CLEAN UP & WELL 9	55.00
501-36560-55254	MACHINERY & EQUIPMENT	XLEM WATER SOLUTIONS USA, INC	REPL. PUMP 4 OF 5 FOR QUENTIN & NORTHWEST PUMI	<u>127,292.64</u>
			Total For Dept 36560 PUBLIC WORKS SEWER SERVICE	134,145.88
			<b>Total For Fund 501 WATER &amp; SEWER</b>	<b><u>171,156.81</u></b>
<b>Fund 603 RISK MANAGEMENT</b>				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
603-10001-52114	LIABILITY INSURANCE CLAIMS	INTERGOVERNMENTAL RISK MGMT AGENC IRMA JUNE 2021 CLAIMS		52.31
603-10001-52114	LIABILITY INSURANCE CLAIMS	PREMIER FENCE INC	BRAEMAR - FENCE REPAIRS	<u>18,945.00</u>
			Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	18,997.31
			<b>Total For Fund 603 RISK MANAGEMENT</b>	<b><u>18,997.31</u></b>
<b>Fund 710 PERFORMANCE ESCROW</b>				
Dept 00000				
710-00000-21455	BUILDING DEPOSIT PAYABLES	BRUCE & GRETCHEN COLLINS	BD PAYMENT REF - PERMIT #PB21-0494	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	CAMBRIDGE EXTERIORS/CONSTRUCT	BD PAYMENT REF - PERMIT #PB21-0880	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	GLODOWSKI, DANIEL	BD PAYMENT REF - PERMIT #PB21-0619	1,020.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	ARMSTRONG, ROBERT	BD PAYMENT REF - PERMIT #PB20-1243	1,020.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HAMBLIN, JASON & JENNIFER	BD PAYMENT REF - PERMIT #PB21-0257	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HUTCHINSON, DALE & CLAUDIA	BD PAYMENT REF - PERMIT #PB21-0710	38.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HUTCHINSON, DALE & CLAUDIA	BD PAYMENT REF - PERMIT #PB21-0710	67.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	J&J CONSTRUCTION SPECIALISTS, INC	BD PAYMENT REF - PERMIT #PB20-1423	1,020.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WINDOW NATION	BD PAYMENT REF - PERMIT #PB21-0258	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	LEE, HUNG	BD PAYMENT REF - PERMIT #PB21-0374	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	M/I HOMES OF CHICAGO	BD PAYMENT REF - PERMIT #PB21-0050	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	MARTIN ENTERPRISES HVAC INC	BD PAYMENT REF - PERMIT #PB20-1067	155.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	MULLER EXTERIORS	BD PAYMENT REF - PERMIT #PB21-0675	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	REFECTION DESIGNS	BD PAYMENT REF - PERMIT #PB20-0733	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	RENEWAL BY ANDERSON	BD PAYMENT REF - PERMIT #PB21-0757	105.00

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**VILLAGE OF LAKE ZURICH**

WARRANT REPORT - 8/16/2021

**\$403,829.52**

<b>GL Number</b>	<b>GL Desc</b>	<b>Vendor</b>	<b>Invoice Description</b>	<b>Amount</b>
710-00000-21455	BUILDING DEPOSIT PAYABLES	SIKORSKI,CHRISTINA	BD PAYMENT REF - PERMIT #PB21-0608	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WEATHER-WISE EXTERIORS	BD PAYMENT REF - PERMIT #PB21-0937	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WRIGHT, AMANDA	BD PAYMENT REF - PERMIT #PB21-0769	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	YOUR WINDOW SOLUTIONS	BD PAYMENT REF - PERMIT #PB21-0874	105.00
710-00000-25502	PEG CABLE FEES	INSIGHT PUBLIC SECTOR, INC	MICROPHONES	1,570.94
710-00000-25502	PEG CABLE FEES	MATTISON, JUSTIN N	MEDIA CREW - JULY 2021	108.75
		Total For Dept 00000		<hr/> 6,364.69
			<b>Total For Fund 710 PERFORMANCE ESCROW</b>	<b><hr/>6,364.69</b>

**Fund 731 SSA #8 HEATHERLEIGH SUBDV**

Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY

731-10099-52604	SWEEPING & MOWING	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	373.42
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		<hr/> 373.42

**Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV****---

373.42****Fund 734 SSA #11 LZ PINES SUBDV**

Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY

734-10099-52604	SWEEPING & MOWING	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	14.82
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		<hr/> 14.82

**Total For Fund 734 SSA #11 LZ PINES SUBDV****---

14.82****Fund 735 SSA #13 CONVENTRY CRK SUB**

Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY

735-10099-52604	SWEEPING & MOWING	SEBERT LANDSCAPING	LANDSCAPE MAINT - JULY 2021	383.98
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		<hr/> 383.98

**Total For Fund 735 SSA #13 CONVENTRY CRK SUB****---

383.98**

Page 14 of 14

**VILLAGE OF LAKE ZURICH**

WARRANT REPORT - 8/16/2021

**\$403,829.52**

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund Totals:</b>				
	Fund 101 GENERAL			180,335.56
	Fund 202 MOTOR FUEL TAX			6,438.78
	Fund 207 SPECIAL EVENTS FUND			359.99
	Fund 227 DISPATCH CENTER			1,092.94
	Fund 310 TIF #1 DEBT SERVICE			750.00
	Fund 401 VILLAGE CAPITAL PROJECTS			16,680.47
	Fund 405 NHR CAPITAL PROJECTS			880.75
	Fund 501 WATER & SEWER			171,156.81
	Fund 603 RISK MANAGEMENT			18,997.31
	Fund 710 PERFORMANCE ESCROW			6,364.69
	Fund 731 SSA #8 HEATHERLEIGH SUBDV			373.42
	Fund 734 SSA #11 LZ PINES SUBDV			14.82
	Fund 735 SSA #13 CONVENTRY CRK SUB			383.98
	<b>Total for All Funds</b>			<b><u>\$ 403,829.52</u></b>



*At the Heart of Community*

OFFICE OF THE VILLAGE MANAGER

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEM

6C

MEMORANDUM

**Date:** August 9, 2021

**To:** Ray Keller, Village Manager *PK*

**From:** Kyle Kordell, Assistant to the Village Manager

**Copy:** Michael Duebner, Director of Management Services

**Subject:** **Federal Compliance for American Rescue Plan Act Funding**

**Issue:** The Village of Lake Zurich is an eligible municipality for federal funds from the American Rescue Plan Act (ARPA). The ARPA is intended to provide support to State and local governments in responding to the economic and public health impacts of COVID-19 and in their efforts to reduce impacts on their communities.

The U.S. Treasury Department is funneling these funds through the State of Illinois Department of Commerce and Economic Opportunity (DCEO) and requires recipients of the funds to formalize conflict of interest policies and compliance with federal terms and conditions required by the ARPA.

**Analysis:** The Village of Lake Zurich is defined by the federal government as a non-entitlement unit of local government since it serves a population of less than 50,000 people. ARPA funding is expected to arrive electronically from the Illinois DCEO approximately 30 days after completion of the online portal registration, which has already been completed by Village Staff.

The Village is expected to receive approximately \$2.7 million in ARPA funding, with the first 50% coming sometime in August – September 2021 and the remaining 50% coming one year later. Federal guidelines require that the funds be spent by December 31, 2024.

Lake Zurich may expend the ARPA allocation on a variety of uses, such as replacement of municipal revenue lost during the pandemic; investments in local water, sewer and broadband infrastructure; and direct assistance to households, small businesses, and nonprofits.

While a final decision on ARPA allocation does not need to be made at this time, Village Staff is recommending spending the majority of ARP funding on the least restrictive uses of general revenue replacement and capital infrastructure investments.

**Recommendation:** Approval of the attached Ordinance.

ORDINANCE NO. 2021-08-



**AN ORDINANCE PERTAINING TO THE CORONAVIRUS LOCAL FISCAL RECOVERY FUND FOR THE VILLAGE OF LAKE ZURICH**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois, ("Village") is an Illinois municipality, eligible for funds through the Coronavirus Local Fiscal Recovery Fund through the U.S. Department of the Treasury ("Treasury"); and

WHEREAS, Treasury's Coronavirus Local Fiscal Recovery Fund is authorized by Section 9901 of the American Rescue Plan Act of 2021, P.L. 117-2 ("ARPA"); and

WHEREAS, as a local government recipient of financial support through ARPA, the Village is required to utilize the financial support received from Treasury for the specific purposes and in compliance with the terms and conditions required by ARPA and Treasury regulations implementing ARPA; and

WHEREAS, Treasury requires the recipients of Coronavirus Local Fiscal Recovery Funds maintain conflict of interest policies consistent with 2 C.F.R. § 200.318(c); and

WHEREAS, the corporate authorities of the Village have determined that it is advisable, necessary and in the best interest of the Village to enter into the attached Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and provide the Assurances of Compliance with Civil Rights Requirements in order to participate in and receive the funding pursuant to ARPA.

NOW, THEREFORE, be it ordained, by the Village President and Board of Trustees of the Village of Lake Zurich as follows:

**SECTION 1:** The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

**SECTION 2:** The Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements in substantially the form of the exhibit attached hereto is hereby incorporated herein by reference, authorized and approved.

**SECTION 3:** The Village of Lake Zurich adopts the following conflict of interest provisions that shall apply to all activities and expenditures funded through the Coronavirus Local Fiscal Recovery Fund Award:

1. No officer, employee or agent of the Village of Lake Zurich may participate in the selection, award or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the officer, employee, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.
2. The officers, employees and agents of the Village of Lake Zurich may neither solicit nor accept gratuities, favors or anything of monetary value from contractors or parties to subcontracts. However, the Village of Lake Zurich may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value, consistent with the State Officials and Employees Ethics Act, 5 ILCS 430/1 *et seq.*
3. The violation of these standards of conduct may result in disciplinary action for violations of such standards by officers, employees or agents of the Village of Lake Zurich, in accordance with the policies, employment contracts, contracts for services or collective bargaining agreements of the Village of Lake Zurich
4. The Village of Lake Zurich shall award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
5. The Village of Lake Zurich shall disclose in writing to Treasury any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

**SECTION 4:** The Village President is hereby authorized to execute and deliver and the Village Clerk is hereby authorized to attest to said execution of said Coronavirus Local Fiscal Recovery Fund Award Terms and Conditions and Assurances of Compliance with Civil Rights Requirements in substantially the form of the exhibit appended hereto as so authorized and approved for and on behalf of the Village of Lake Zurich.

**SECTION 5: SEVERABILITY.** If any provision of this Ordinance or application thereof to any person or circumstances is ruled unconstitutional or otherwise invalid, such invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

**SECTION 6:** REPEAL OF CONFLICTING PROVISIONS. All ordinances and resolutions, or parts thereof, in conflict with the provisions of this Ordinance are, to the extent of the conflict, expressly repealed on the effective date of this Ordinance.

**SECTION 7:** EFFECTIVE DATE. This Ordinance shall be in full force and effect on August 17, 2021.

PASSED THIS \_\_\_\_\_ day of August, 2021.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

APPROVED THIS \_\_\_\_\_ day of August, 2021.

\_\_\_\_\_  
Village President

\_\_\_\_\_  
Village Clerk

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

**U.S. DEPARTMENT OF THE TREASURY  
 CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY FUNDS**

Recipient name and address: <i>[Recipient to provide]</i>	DUNS Number: <i>[Recipient to provide]</i> Taxpayer Identification Number: <i>[Recipient to provide]</i> Assistance Listing Number: 21.027
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Sections 602(b) and 603(b) of the Social Security Act (the Act) as added by section 9901 of the American Rescue Plan Act, Pub. L. No. 117-2 (March 11, 2021) authorize the Department of the Treasury (Treasury) to make payments to certain recipients from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund.

Recipient hereby agrees, as a condition to receiving such payment from Treasury, to the terms attached hereto.

Recipient:

\_\_\_\_\_  
 Authorized Representative:

Title:

Date signed:

U.S. Department of the Treasury:

\_\_\_\_\_  
 Authorized Representative:

Title:

Date:

**PAPERWORK REDUCTION ACT NOTICE**

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 15 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.

**U.S. DEPARTMENT OF THE TREASURY  
CORONAVIRUS LOCAL FISCAL RECOVERY FUND  
AWARD TERMS AND CONDITIONS**

**1. Use of Funds.**

a. Recipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 603(c) of the Social Security Act (the Act), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. Recipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.

**2. Period of Performance.** The period of performance for this award begins on the date hereof and ends on December 31, 2026. As set forth in Treasury's implementing regulations, Recipient may use award funds to cover eligible costs incurred during the period that begins on March 3, 2021, and ends on December 31, 2024.

**3. Reporting.** Recipient agrees to comply with any reporting obligations established by Treasury as they relate to this award.

**4. Maintenance of and Access to Records**

a. Recipient shall maintain records and financial documents sufficient to evidence compliance with section 603(c) of the Act, Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.

b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Recipient in order to conduct audits or other investigations.

c. Records shall be maintained by Recipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.

**5. Pre-award Costs.** Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

**6. Administrative Costs.** Recipient may use funds provided under this award to cover both direct and indirect costs.

**7. Cost Sharing.** Cost sharing or matching funds are not required to be provided by Recipient.

**8. Conflicts of Interest.** Recipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Recipient and subrecipients must disclose in writing to Treasury or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112.

9. Compliance with Applicable Law and Regulations.

- a. Recipient agrees to comply with the requirements of section 603 of the Act, regulations adopted by Treasury pursuant to section 603(f) of the Act, and guidance issued by Treasury regarding the foregoing. Recipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Recipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.
- b. Federal regulations applicable to this award include, without limitation, the following:
  - i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
  - ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
  - iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
  - iv. OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (contracts and subcontracts described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
  - v. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
  - vi. Governmentwide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
  - vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
  - viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
  - ix. Generally applicable federal environmental laws and regulations.
- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;

- ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
- iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

10. Remedial Actions. In the event of Recipient's noncompliance with section 603 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 603(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 603(e) of the Act.

11. Hatch Act. Recipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.

12. False Statements. Recipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or contracts, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: "This project [is being] [was] supported, in whole or in part, by federal award number [enter project FAIN] awarded to [name of Recipient] by the U.S. Department of the Treasury."

14. Debts Owed the Federal Government.

- a. Any funds paid to Recipient (1) in excess of the amount to which Recipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to section 603(e) of the Act and have not been repaid by Recipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed the federal government must be paid promptly by

Recipient. A debt is delinquent if it has not been paid by the date specified in Treasury's initial written demand for payment, unless other satisfactory arrangements have been made or if the Recipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

**15. Disclaimer.**

- a. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award.
- b. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.

**16. Protections for Whistleblowers.**

- a. In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
  - i. A member of Congress or a representative of a committee of Congress;
  - ii. An Inspector General;
  - iii. The Government Accountability Office;
  - iv. A Treasury employee responsible for contract or grant oversight or management;
  - v. An authorized official of the Department of Justice or other law enforcement agency;
  - vi. A court or grand jury; or
  - vii. A management official or other employee of Recipient, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**17. Increasing Seat Belt Use in the United States.** Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Recipient should encourage its contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.

**18. Reducing Text Messaging While Driving.** Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Recipient should encourage its employees, subrecipients, and contractors to adopt and enforce policies that ban text messaging while driving, and Recipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

## ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

### ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the recipient named below (hereinafter referred to as the "Recipient") provides the assurances stated herein. The federal financial assistance may include federal grants, loans and contracts to provide assistance to the Recipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass contracts of guarantee or insurance, regulated programs, licenses, procurement contracts by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Recipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Recipient's program(s) and activity(ies), so long as any portion of the Recipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Recipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Recipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Recipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Recipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Recipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Recipient's programs, services, and activities.
3. Recipient agrees to consider the need for language services for LEP persons when Recipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

4. Recipient acknowledges and agrees that compliance with the assurances constitutes a condition of continued receipt of federal financial assistance and is binding upon Recipient and Recipient's successors, transferees, and assignees for the period in which such assistance is provided.
5. Recipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every contract or agreement subject to Title VI and its regulations between the Recipient and the Recipient's sub-grantees, contractors, subcontractors, successors, transferees, and assignees:

*The sub-grantee, contractor, subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this contract (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d *et seq.*, as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this contract or agreement.*

6. Recipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Recipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property.
7. Recipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Recipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Recipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Recipient also must inform the Department of the Treasury if Recipient has received no complaints under Title VI.
9. Recipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other

OMB Approved No. 1505-0271  
 Expiration Date: November 30, 2021

agreements between the Recipient and the administrative agency that made the finding. If the Recipient settles a case or matter alleging such discrimination, the Recipient must provide documentation of the settlement. If Recipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Recipient makes sub-awards to other agencies or other entities, the Recipient is responsible for ensuring that sub-recipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-recipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

Under penalty of perjury, the undersigned official(s) certifies that official(s) has read and understood the Recipient's obligations as herein described, that any information submitted in conjunction with this assurances document is accurate and complete, and that the Recipient is in compliance with the aforementioned nondiscrimination requirements.

---

Recipient

---

Date

---

Signature of Authorized Official

#### PAPERWORK REDUCTION ACT NOTICE

The information collected will be used for the U.S. Government to process requests for support. The estimated burden associated with this collection of information is 30 minutes per response. Comments concerning the accuracy of this burden estimate and suggestions for reducing this burden should be directed to the Office of Privacy, Transparency and Records, Department of the Treasury, 1500 Pennsylvania Ave., N.W., Washington, D.C. 20220. DO NOT send the form to this address. An agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless it displays a valid control number assigned by OMB.



*At the Heart of Community*

OFFICE OF INNOVATION

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

AGENDA ITEMS

8A

Date: August 9, 2021

To: Ray Keller, Village Manager *PK*

From: Michael Duebner, Management Services Director

Subject: Sunset Pavilion 5-Year Lease

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**Issue:** PB and S Investments, LLC (operator) is proposing a public improvement to the pavilion area at Breezewald Park in consideration of a five-year lease agreement. The operator manages the business known as the Sunset Pavilion at Breezewald Park from May 1<sup>st</sup> through October 31<sup>st</sup>.

**Analysis:** The operator has proposed the installation of a pervious stone patio (public improvement) at the base of the existing deck in place of the existing grass surface. This area requires ongoing maintenance from Public Works as the turf is displaced during winter activities in the park and needs to be replanted each spring. The proposed stone patio features a fire pit to allow for pavilion guests during colder evenings in September and October. The operator is proposing to bear the cost of such public improvement and transfer of said improvements to the Village in consideration of a five-year lease agreement with the option of a one-year extension.

The operator of the Sunset Pavilion has and continues to receive wide support from the Lake Zurich Community since opening in June 2018. The Village's initial investment of about \$155,000 has already produced \$133,000 of revenue through July 2021. The Village and the operator have reviewed the lease agreement as amended in 2018 and have not recommended substantive changes. The new lease references the Special Use Permit (Ordinance 2019-08-320) authorizing Live Outdoor Entertainment, in conformance with the requirements of Village Code Section 3-2-16 entitled Sound Amplification as amended from time to time.

While not specifically referenced in the Lease, the Operator may at their own discretion open for business on the day of the annual Purple Plunge from sunrise to sunset during the term of the lease. Rent for this special opening shall be 20% of gross sales of alcohol and 12% of gross sales of other items supported by sales documentation. All other provisions of the lease agreement shall be applicable.

**Recommendation:** Approval of the proposed public improvements, transfer of improvements, ordinance, lease, and special provision in support of the Purple Plunge.

Attachments:

- Lease agreement
- Concept drawing of proposed patio
- Ordinance

**VILLAGE OF LAKE ZURICH**  
**ORDINANCE NO. 2021-08-**



**AN ORDINANCE APPROVING LEASE AGREEMENT FOR SUNSET PAVILION  
 PROPERTY AT BREEZEWAld PARK, 133 NORTH OLD RAND ROAD**

**WHEREAS**, the President and Board of Trustees of the Village of Lake Zurich have determined that it is in the best interests of the Village and its residents to lease the Subject Property at 133 North Old Rand Road in Breezewald Park to PB and S Investments, LLC (the "Tenant") and the Tenant desires to lease the Subject Property on the terms of the lease attached to and by this reference incorporated into this Ordinance as Exhibit A (the "Lease").

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

**Section 1.** Recitals. The foregoing recitals are hereby incorporated into this Ordinance by this reference as findings of the President and Board of Trustees.

**Section 2.** Public Notice. On December 5, 2017, a public Request for Proposals for the operation of the Beverage Pavilion at Breezewald Park was provided, resulting in three formal submittals.

**Section 3.** Approval of Lease. The President and Board of Trustees hereby approve the Lease and authorize and direct the Village Manager to execute the Lease on behalf of the Village.

**Section 4.** Effective Date. This Ordinance will be in full force and effect from and after its passage and approval and publication in pamphlet form in the manner provided by law.

PASSED this \_\_\_\_\_ day of August, 2021, pursuant to a roll call vote as follows:

AYES:

NAYS:

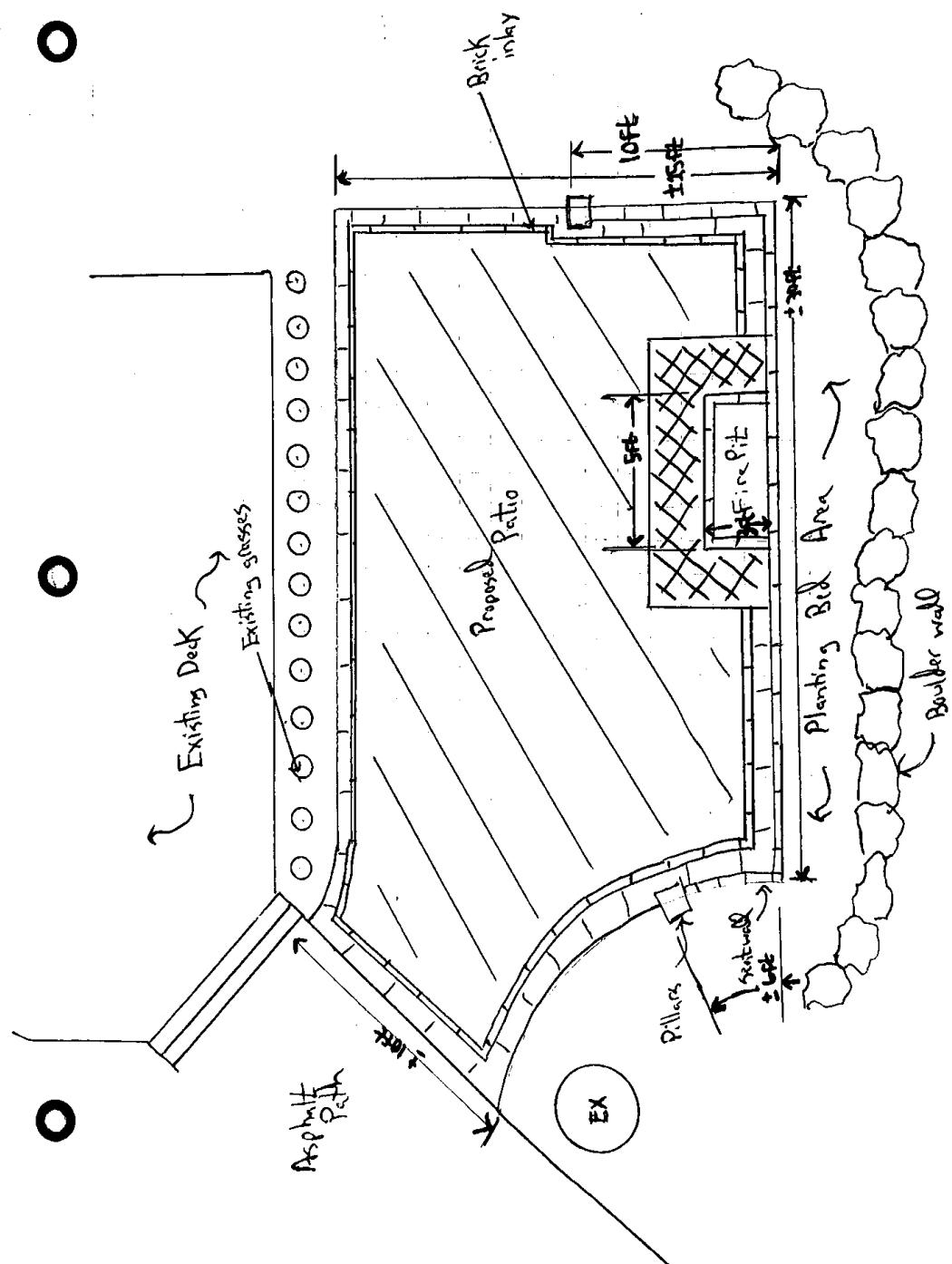
ABSENT:

ABSTAIN:

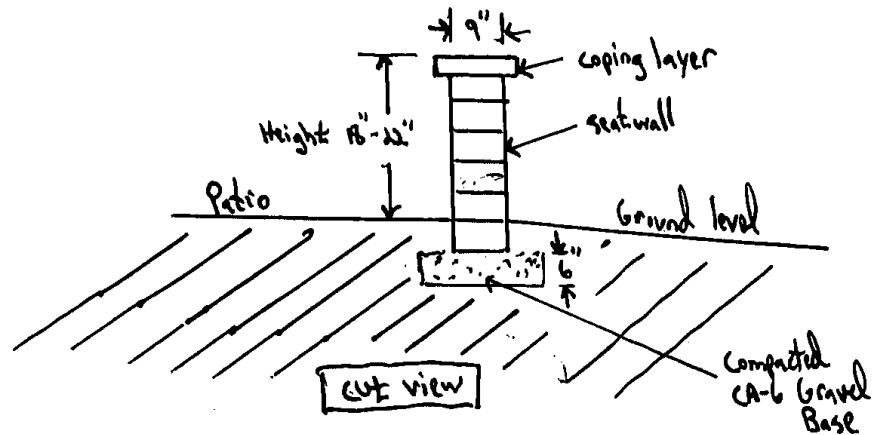
APPROVED this \_\_\_\_\_ day of August, 2021.

By: \_\_\_\_\_  
 Thomas Poynton, Village President

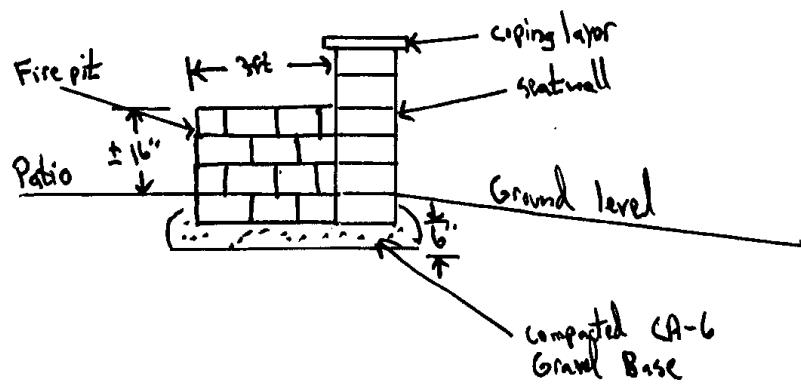
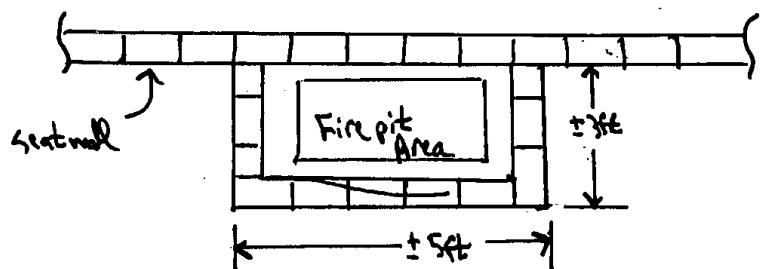
\_\_\_\_\_  
 Kathleen Johnson, Village Clerk



### Seat Wall Detail



### Fire Pit Detail



**LEASE AGREEMENT FOR BEER GARDEN PAVILION PROPERTY AT  
BREEZEWA LD PARK, 133 NORTH OLD RAND ROAD, VILLAGE OF LAKE  
ZURICH, LAKE COUNTY, ILLINOIS**

**THIS LEASE AGREEMENT** ("Lease"), is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ ("Agreement Date") by and between the **VILLAGE OF LAKE ZURICH, ILLINOIS**, an Illinois municipal corporation, located in Lake County, Illinois (the "Village"), and **PB AND S INVESTMENTS, LLC** (the "Lessee").

**Landlord:** Village of Lake Zurich (the "Village")

**Lessee:** PB & S Investments, LLC  
84 N Old Rand Rd, Lake Zurich, IL 60047 ("Lessee")

**Premises:** Beverage pavilion facility & deck located at 133 North Old Rand Road, Lake Zurich, Illinois

- A. **Access:** Village shall have access to the interior, deck and surrounding grounds of the Beverage Pavilion facility ("Pavilion") at all times, 24 hours, as well as the parking use provided for herein ("Premises").
- B. **Permitted Uses:** The Premises will be used to operate a facility for the service of alcoholic and non-alcoholic beverages, as provided herein, as a public amenity Village park property that will offer a selection of beer, wine, sparkling wine, ciders, and fermented malts, along with a selection of non-alcoholic beverages and light food options. No hard liquor, spirits or cocktails shall be served. No uses of the Premises shall be allowed except as provided herein.
- C. **Hours of Operation:** Lessee and Village agree that the hours of operations for the Pavilion shall be limited to Monday through Saturday: 9 am – 10 pm Monday from May through October; Sunday from 10 am – 9 pm from May through August; Sunday from 10 am – 8 pm from September through October.
- D. **Months of Operation:** May through October
- E. **Live Outdoor Entertainment:** Lessee is permitted to feature outdoor live music as authorized by a Special Use Permit (Ordinance 2019-08-320) including the use of amplifiers and/or loudspeakers in conformance with the requirements of Village Code Section 3-2-16 entitled Sound Amplification as amended from time to time.
- F. **Lease Term:** Five (5) years term commencing January 1, 2022 and ending December 31, 2026 with separate one-year extensions if mutually agreeable between the Village and Lessee. If Lessee desires to terminate this Lease, sixty (60) days advance written notice shall be served upon the Village. If the Village desires to terminate this Lease, sixty (60) days advance written notice shall be served upon Lessee.
- G. **Rent and Late Fees:** Lessee shall pay Village monthly rent of \$500 *OR* 20% of gross sales of alcohol and 12% of gross sales of other items supported by daily sales

documentation, whichever is *greater*, payable for months of operation only. Gross sales are hereby tabulated to not include applicable sales taxes. The rental payment is due on the 1<sup>st</sup> day of the month. Rental payments received by the Village later than the 10<sup>th</sup> day after the due date shall bear a late charge of \$50. If payment is made by check that is dishonored by Lessee's bank, Lessee shall be assessed any bank fees incurred by the Village as a result of such dishonored check in addition to the late charge. This covenant to pay rent shall be independent of and separate from the other terms of this Lease.

- H. **Subletting:** Lessee shall not assign this Lease nor sublet any portion of the Premises without prior written consent of the Village.
- I. **Sales Report:** Lessee agrees to furnish, by the 15<sup>th</sup> calendar day of each month, a detailed summary sales report of food and beverages sold (format to be agreed upon) and additional amounts due above the rent payment of \$500 *OR* 20% of gross sales of alcohol and 12% of gross sales of other items, whichever is *greater*. Gross sales are hereby tabulated to not include applicable sales taxes. The Village shall keep sales reports confidential where applicable by law, provided such information shall be subject to disclosure as may be required by law. Village reserves the right to audit sales records/receipts of Lessee in detail to confirm that appropriate rental payments are made.
- J. **Utilities:** Lessee shall not be responsible for all utility payments and use, including electricity, water, phone, and internet service. Lessee's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the heating systems of the Premises.
- K. **Security Deposit:** Upon execution of the Lease, Lessee shall deposit with the Village a Security deposit of \$1,000 for the Premises to be held by the Village to secure the faithful performance of the Lessee. If the Lessee performs all of the obligations as provided by this Lease and pays all sums due the Village when due, then the Village shall refund the security deposit to Lessee within 45 days after possession of the Premises is relinquished by Lessee. If the Lessee fails to comply with the provisions of this Lease, then the Village may apply all or any part of the security deposit as payment of any sums due from Lessee to the Village or pay for repair of damages caused by Lessee, their agents or customer. The security deposit shall not be treated as advance payment of rent and Lessee shall not apply the security deposit as rent during the term of the Lease.
- L. **Liquor License:** Lessee is obligated to satisfy the legal requirements for and obtain a proper liquor license from State of Illinois and the Village to lawfully authorize the retail sale of alcoholic beverage for on-premises consumption at an outdoor café in a municipal public park.
- M. **Health Department:** Lessee shall be responsible for all health and sanitation requirements, and for maintaining the Premises in a clean and sanitary condition for and during the operation of the Pavilion on the Premises, including the Lake County Health Department and Illinois Department of Public Health code requirements.
- N. **Garbage and Bathrooms:** The Village will provide one cleaning of the bathrooms each day. Lessee shall be responsible for maintaining the public bathrooms, replacement of paper products, hand soaps and waste collection at Brcezwald Park daily during their hours of operation. The Village is responsible for the provision of bathroom supplies,

including toilet paper, paper towels, and hand. Lessee shall be responsible for keeping Pavilion, deck and immediate surrounding area clean and sanitary at all times during the term of this Lease, including emptying garbage cans immediately surrounding the Pavilion. The Village will supply rolling garbage totes for Pavilion use only.

- O. **Equipment:** Lessee shall be responsible for maintenance of all equipment, whether owned or installed by Lessee or Village, including but not limited to the cooler and tap beer system and heaters. No equipment provided by the Village shall be removed or replaced by Lessee without prior written consent of the Village and if consent is secured, such removal or replacement shall be at the expense of the Lessee. Lessee shall be responsible and liable for any damage to Village equipment.
- P. **Signage:** Lessee shall not affix any sign of any size or character to any portion of the property without prior written approval of the Village.
- Q. **Alterations or Damage:** Lessee shall cause any alterations to the Pavilion or Premises to be performed in compliance with all applicable permits, laws and requirements. No alterations shall be completed by Lessee without prior written approval of the Village. Lessee shall be responsible for and liable to the Village for any damage to the Pavilion or Premises caused by Lessee or Lessee's use of the Pavilion or Premises.
- R. **Insurance to be Maintained by Village:** The Village shall maintain "all-risk" property insurance covering the Premises and Pavilion (at its full replacement cost) but excluding Lessee's property.
- S. **Insurance to be Maintained by Lessee:** Lessee shall purchase at its own expense and keep in force during this Lease, a policy or policies of commercial general liability insurance, including personal injury and property damage in the following amount:  
*Commercial General Liability:* \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The Minimum General Aggregate shall be no less than \$2,000,000.  
All insurance policies shall specifically name the Village of Lake Zurich as an additional insured, be issued by an insurance company licensed to do business in the State of Illinois. The Village has the right to request a copy of such certificate of insurance at any time. Said insurance shall remain in full force and effect and must contain a provision that it cannot be cancelled prior notice, in writing, received by the Village, at least 45 days prior to expiration.
- T. **Notice of Injury or Damage:** Lessee shall be responsible for notifying the Village in writing of any injury to any person(s) occurring on or damage to the Premises or Pavilion, or any complaint of such, immediately upon the occurrence of or upon learning of such matter.
- U. **Notice of Hazardous Condition(s) or Complaints:** Lessee shall advise the Village, in writing, of any condition of or on the Premises or within the Pavilion that constitutes a hazard or danger, or of any complaints of such, that come to the attention of Lessee.
- V. **Taxes and Costs:** Lessee shall pay all applicable taxes on revenue generated at the Pavilion. Except as provided herein, Lessee shall be responsible for all costs, expenses

and fees associated with its service of beverages on the Premises and its operation of the Pavilion.

- W. **Conflicts of Interest:** Lessee certifies that to their best knowledge no employee of the Village, nor any member thereof, nor any public agency or official affected by any agreement that results from this Lease, has any pecuniary interest in the business of the Lessee, and that no person associated with the Lessee has any interest that would conflict in any manner with the Pavilion operation.
- X. **Parking:** During the term of this Lease, Lessee has the non-exclusive right to use the non-reserved common automobile parking areas and driveways and the pedestrian access areas at Breezewald Park. Parking is to be used for business related purposes only. No overnight long-term storage of vehicles or other personal property shall be permitted.
- Y. **Condition and Delivery of Premises:** Lessee agrees that Lessee is familiar with the condition of both the Premises and the Property and Lessee hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, provided however the Landlord agrees the Premises shall be suitable for use as a pavilion as provided herein, with all mechanicals, plumbing, and HVAC systems to be delivered and kept in good working order by the Village.
- Z. **Indemnification:** Nothing in this Lease nor any of the following terms or provisions shall serve to impact or waive any of the legal protections available to the Village under Illinois law and/or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq.

***Lessee Indemnification.*** Lessee hereby indemnifies, defends, and holds the Village and its respective affiliates, directors, officers, agents and employees (collectively, "Village Indemnified Parties") harmless from and against any and all Losses (defined below) arising from or in connection with (a) the conduct or management of either or both the Pavilion and the Premises or any business therein, or any work or alterations done, or any condition created by any or all of Lessee and Lessee's in or about the Premises or Pavilion during the Term or during the period of time, if any, prior to the Commencement Date that Lessee is given access to the Premises or Pavilion; (b) any act, omission or negligence of any or all of Lessee and Lessee's parties; (c) any accident, injury or damage whatsoever (unless caused by the Village's willful or intentional misconduct) occurring in, at or upon either or both of the Pavilion and/or the Premises and caused by any or all of the Lessee and Lessee's parties; (d) any breach by Lessee of any of its warranties and representations under this Lease; (e) any actions necessary to protect the Village's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation or alleged violation by any or all of the Lessee and Lessee's parties of any Law including, without limitation, any Environmental Law; (g) any breach of the provisions of Section 7 by any or all of the Lessee and Lessee's parties; (h) claims for work or labor performed or materials supplies furnished to or at the request of any or all of the Lessee and Lessee's parties; (i) claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease; (j) any hazardous materials used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored,

treated, reused, presented, disposed of or recycled in, at, near or under all or any portion of the Premises or Pavilion as a result of the acts or omissions of any or all of the Lessee and Lessee's parties; or (k) the violation of any Environmental Law or any permit, application or consent required in connection with any Environmental Law by any or all of the Lessee and Lessee's parties with respect to the Premises or Pavilion during the Term, excluding, however, any violation of any Environmental Law resulting from ~~form~~ the acts or omissions of the Village and the Village's employees, agents and contractors (collectively, "Lessee's Indemnified Matters"). In case any action or proceeding is brought against any or all of the Village and the Village Indemnified Parties by reason of any of Lessee's Indemnified Matters, Lessee, upon notice from the Village, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, the Village. The term "Losses"" shall mean all claims, demands, expenses, actions, judgments, damages (whether direct or indirect known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of the Village's interest in the Premises or the Pavilion, damages for the loss or restriction on use of any space or amenity within the Premises or the Pavilion, damages arising from any adverse impact on marketing space in the Premises or the Pavilion, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this subsection shall survive the expiration or termination of this Lease.

***Village Indemnification:*** The Village hereby indemnifies, defends and holds Lessee harmless from and against any and all claims, losses, costs, damages (actual, but not consequential or speculative), judgments, causes of action, administrative proceedings and third party expenses (including, but not limited to, court costs and attorneys' reasonable fees) actually suffered or incurred by Lessee as the sole and direct result of any willful or intentional acts or omissions of any or all of the Village and any parties within the direct and sole control of the Village. In the event that any action or proceeding is brought against Lessee, and the foregoing indemnity is applicable to such action or proceeding, then the Village, upon notice from Lessee shall resist and defend such action or proceeding by counsel reasonably satisfactory to Lessee. Notwithstanding anything to the contrary set forth in this Lease, however, in all events and under all circumstances, the liability of the Village to Lessee shall be limited to the interest of the Village in the Premises or the Pavilion, and Lessee agrees to look solely to the Village's interest in the Premises or Pavilion for the recovery of any judgment or award against the Village it being intended that the Village shall not be personally liable for any judgment or deficiency. The provisions of this subsection shall survive the expiration or termination of this Lease.

**AA. Notice.** Unless provided otherwise herein, all notices by one party to the other shall be served on the person(s) listed below, by electronic transmission, hand delivery, registered or certified mail, with proof of receipt, to the parties set forth below:

**Village of Lake Zurich**  
c/o Village Manager  
70 E. Main Street  
Lake Zurich, IL 60047

**PB AND S INVESTMENTS, LLC**  
Stefani Schweda Jerard

**BB. Compliance With Laws.** Lessee agrees to comply with any and all Federal, State and local laws and regulations applicable to its operations under this Lease. The laws of the State of Illinois shall apply to and govern any matters arising hereunder.

**CC. Venue.** The required venue for any suit, claim or action brought under this Lease or to enforce this lease, shall be Lake County, Illinois.

**DD. Complete Agreement.** This Lease constitutes all agreements and understandings between the parties hereto and can only be amended in writing, signed by both parties.

**EE. Authority to Execute.** If Lessee is a corporation, partnership, LLC, association or other entity, it shall approve, adopt and deliver to the Village at the time of the execution of this Lease certified copies of that resolution or writing of the above entity authorizing the execution and delivery of this Lease and the performance by Lessee of the obligations herein and certifying that the person executing this Lease has been authorized to do so.

**WHEREFORE**, the **VILLAGE OF LAKE ZURICH** and **PB AND S INVESTMENTS, LLC** have caused this Agreement to be executed and attested after the due approved hereof and authorization thereof of their corporate authorities this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**VILLAGE OF LAKE ZURICH**

Printed name: \_\_\_\_\_

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

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

ATTEST:

Printed name: \_\_\_\_\_

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

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

**PB AND S INVESTMENTS, LLC**

Member 1 printed name: \_\_\_\_\_

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

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

Member 2 printed name: \_\_\_\_\_

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

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

Member 3 printed name: \_\_\_\_\_

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

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

ATTEST:

Printed name: \_\_\_\_\_

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

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



# VILLAGE MANAGER'S OFFICE

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## MONTHLY INFORMATION REPORT

**JULY 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

#### A Look Back at July 2021...

- **Curbside Electronics Recycling:** July 13<sup>th</sup> and 14 parked Lake Zurich's latest environmental sustainability initiative with the 1st annual curbside electronics waste pickup by Prairieland Disposal, a new service for the community that was added with the transition to the new waste hauler last year. Lake Zurich's 1st curbside pickup for e-waste resulted in 28 pallets full of old electronics.

Each pallet weighs about 200 pounds, so between 2 – 3 tons of e-waste was collected.

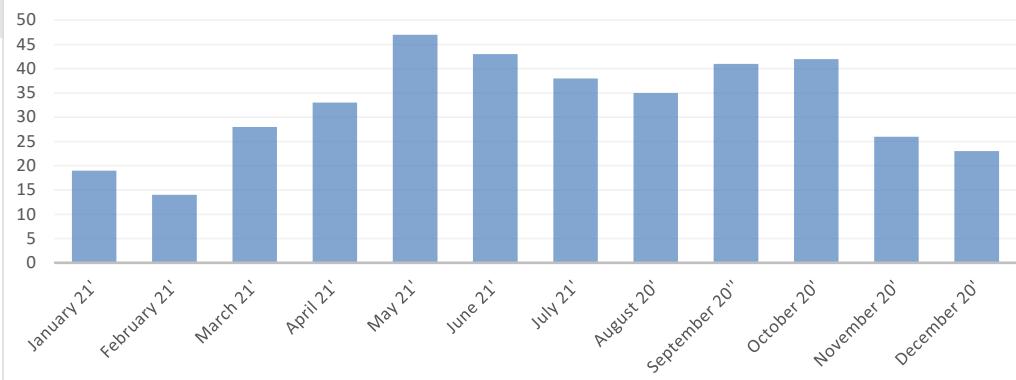
If you have old electronics that you would like to get rid of properly, Lake Zurich residents may take their e-waste to Prairieland's recycling facility on nearby [Pepper Road](#) in Lake Barrington and drop off for free.

- **Acosta's Home Consignment Furnishings Open in Lake Zurich:** The Village issued Acosta's Home Consignment a final occupancy permit for the property at 540 Cortland Drive. Acosta's acquired the former Midwest Motor's property and remodeled the interior for a furniture consignment store. Their grand opening was July 16, 2021.
- **Papagus Gyros Moving to New Location:** The Village issued a final occupancy permit to Papagus Gyros to begin operating at its new location at 1110 South Old Rand Road. This space was formerly occupied by the Pizza Factory of Lake Zurich. Papagus was formerly located at 454 North Rand Road until 2018 when it sold the property to Life Time to accommodate the new facility that is currently under construction.
- **Life time Construction Update:** In mid-July, Village Staff met with Life Time representatives to discuss and receive updates on pertinent items related to ongoing components of the project. In particular, Life Time has indicated that they plan to begin the pavement work on Old Rand Road by around August 1. The roadway work is anticipated to be completed in approximately a month and a half.

Appropriate traffic management measures, flaggers and signage will be in place to direct traffic around the work areas on that portion of the road. Around that time, work at the intersection and along Rt 12 will also begin in coordination with IDOT and is also expected to be completed in approximately a month and a half.

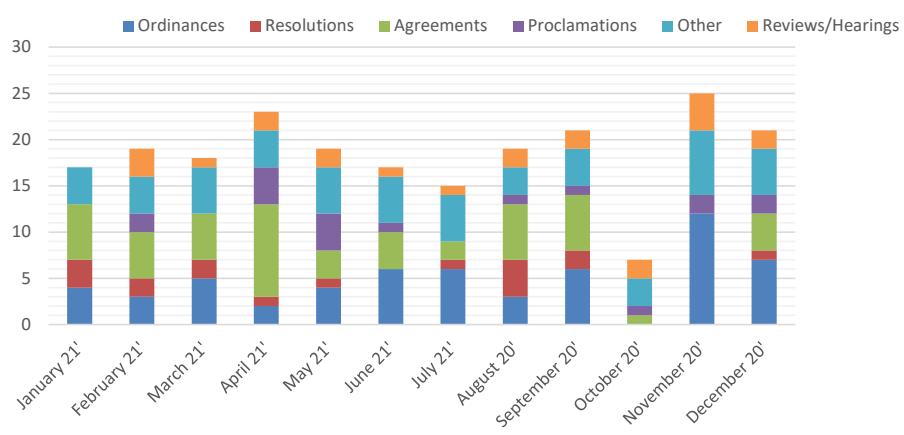
Temporary traffic signals will be installed so that they are operational before the work on Route 12 begins. Life Time has also revised their potential completion of the project to around mid-October of 2022.

### New Lake Zurich Households



This metric shows the number of new residential homes occupied. Each month, staff sends new Lake Zurich residents a Village welcome packet that provides valuable information to those who are not familiar with the Lake Zurich area or the services offered by their local government. This metric does not include tenets in rental units, but only new single residential owners.

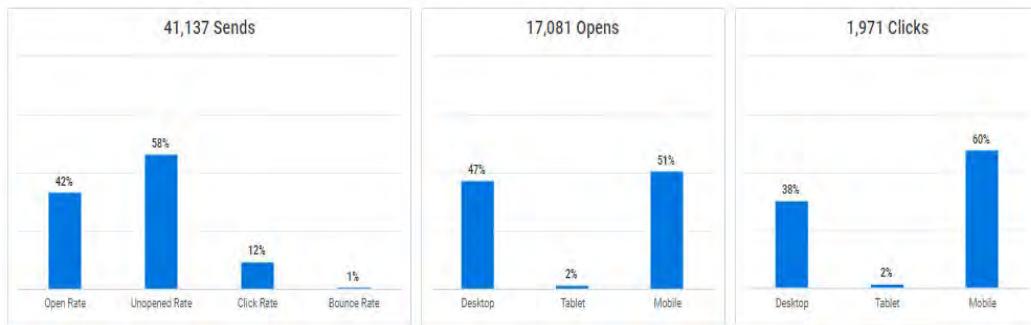
### Village Board Agenda Items (Past Year)



This metric shows the number of action items included on Village Board meeting agendas. As the local legislative governing body, the number of items acted upon by the Village Board has a direct input on Lake Zurich's strategic orientation. This data can be useful in decisions regarding meeting frequency, legislative workload, agenda preparation, activity levels, etc.

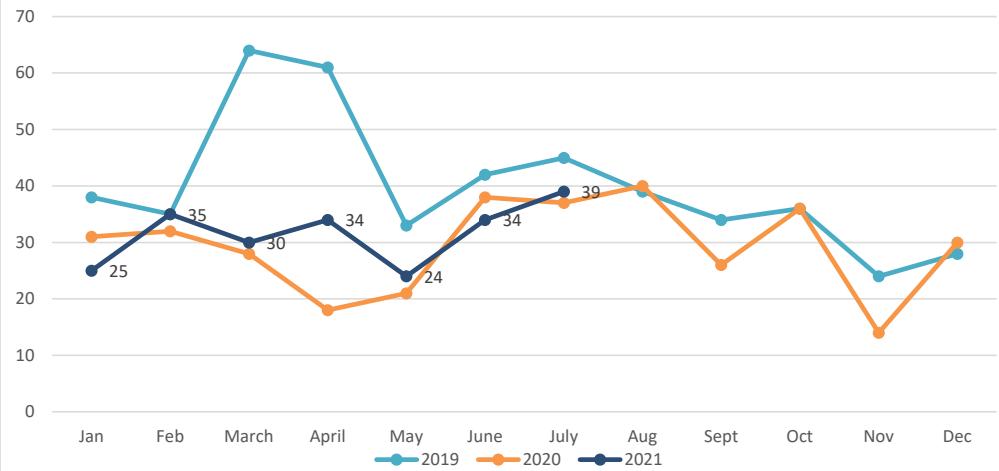
**Average length of regular July Village Board meetings: 1 hour 40 minutes**

### Benchmarks Rates – Past Month

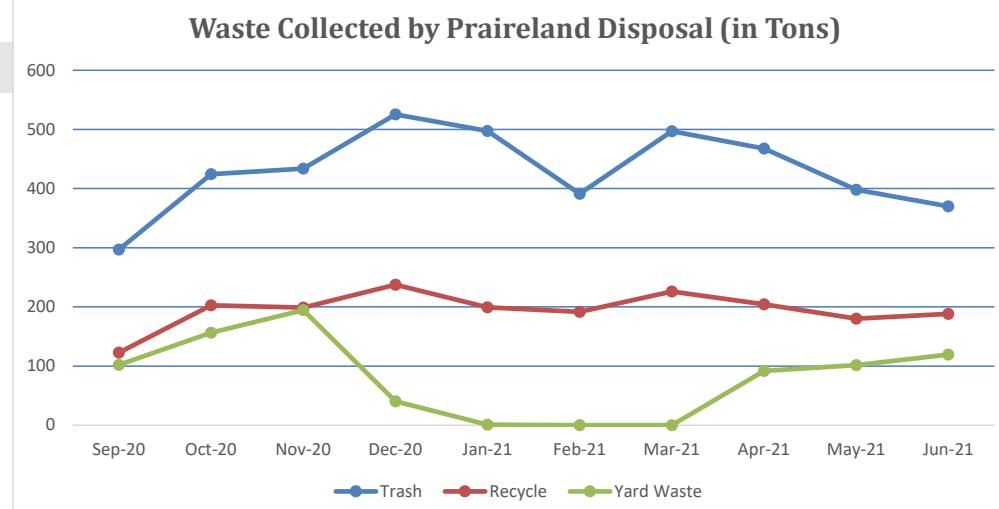


*Benchmarks* is the official Village e-newsletter that is a central communication device for the community. This graph shows *Benchmarks* rates over the past month. From an initial subscription rate of 756 in July 2013, *Benchmarks* now has over 6,600 subscribers.

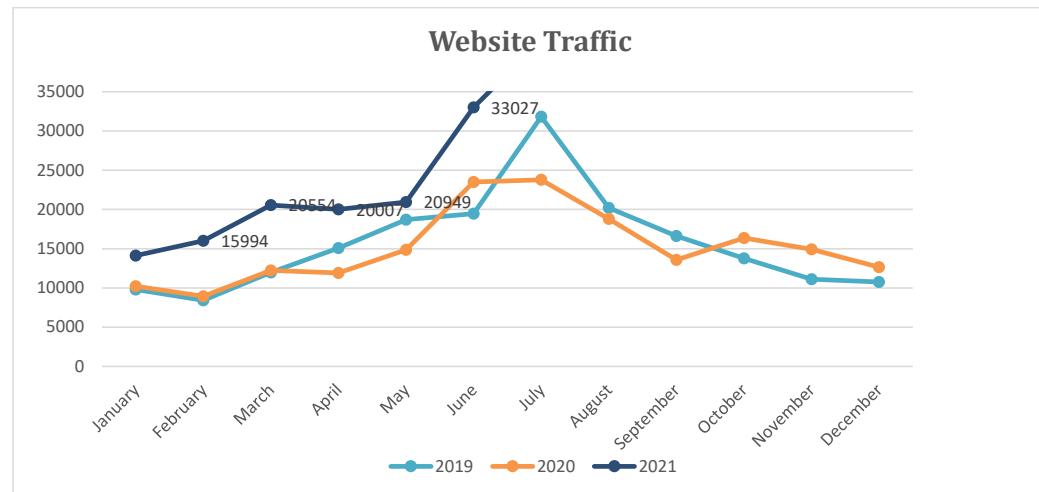
### FOIA Requests Village Wide



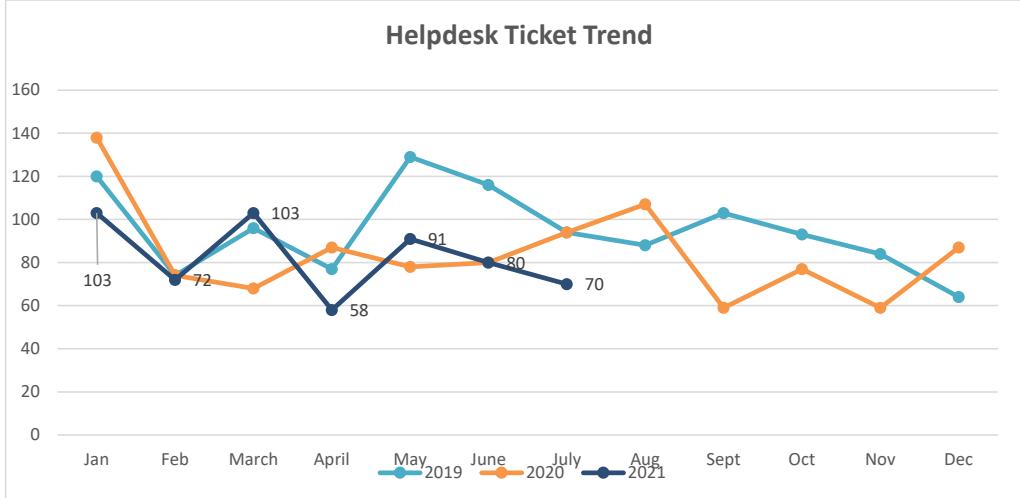
Open and honest government is a cornerstone of American democracy. The Freedom of Information Act is intended to ensure that members of the public have access to information about their government and its decision-making processes. This graph includes all of the FOIA requests received Village-wide among all departments.



Prairieland Disposal began service to Lake Zurich on September 1, 2020. The above metric reports the volume of waste collected each month including trash, recycling, and yard waste. This metric is updated once per quarter.

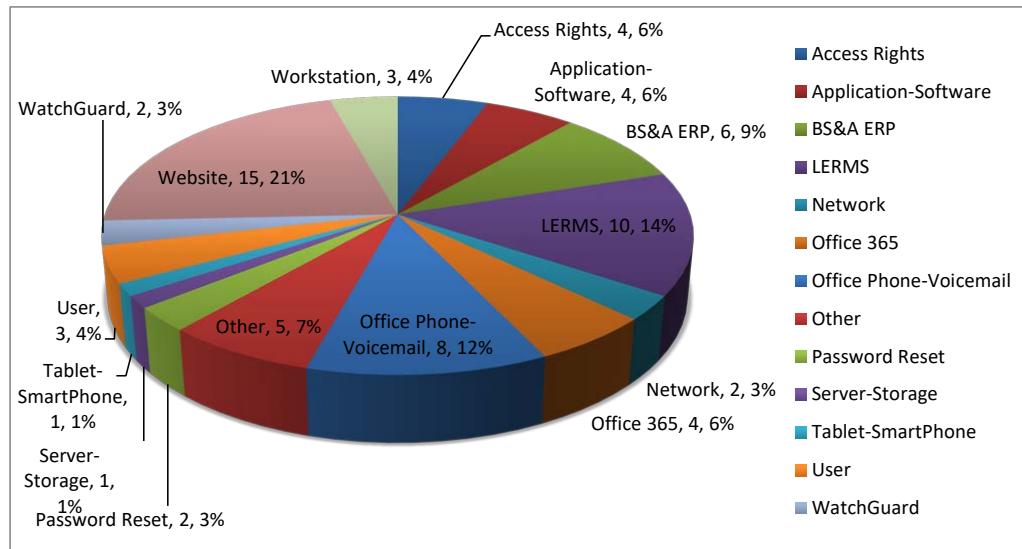


This data represents the number of website visits on LakeZurich.org. A digital presence for Lake Zurich is important for government transparency and providing resident-oriented service. E-government can also improve the overall democratic process by increasing collaboration with citizens and facilitating decision-making. This metric tracks the number of visits to LakeZurich.org. **Most Visited Page on LakeZurich.org for July: 4<sup>th</sup> of July Celebration**

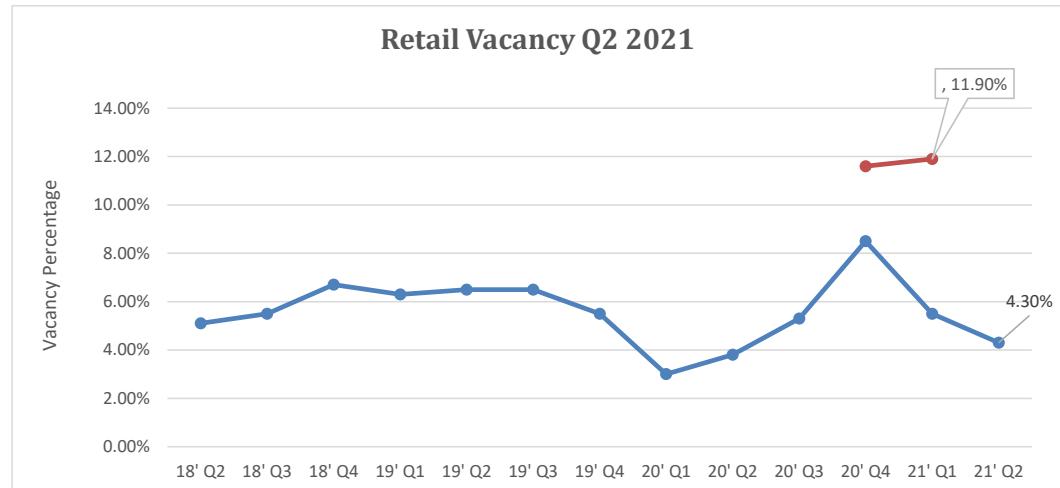


Help Desk is the digital request from Village employees to the technology department to help troubleshoot various technology related problems. A large number of Help Desk tickets may indicate a need for training workshops or investment in technology upgrades. This graph shows the most common requests for assistance this month. **Total Help Desk tickets in July: 70**

### Help Desk – July



Help Desk is the digital request from Village employees to the technology department to help troubleshoot various technology related problems. A large number of Help Desk tickets may indicate a need for training workshops or investment in technology upgrades. This graph shows the most common requests for assistance last month.

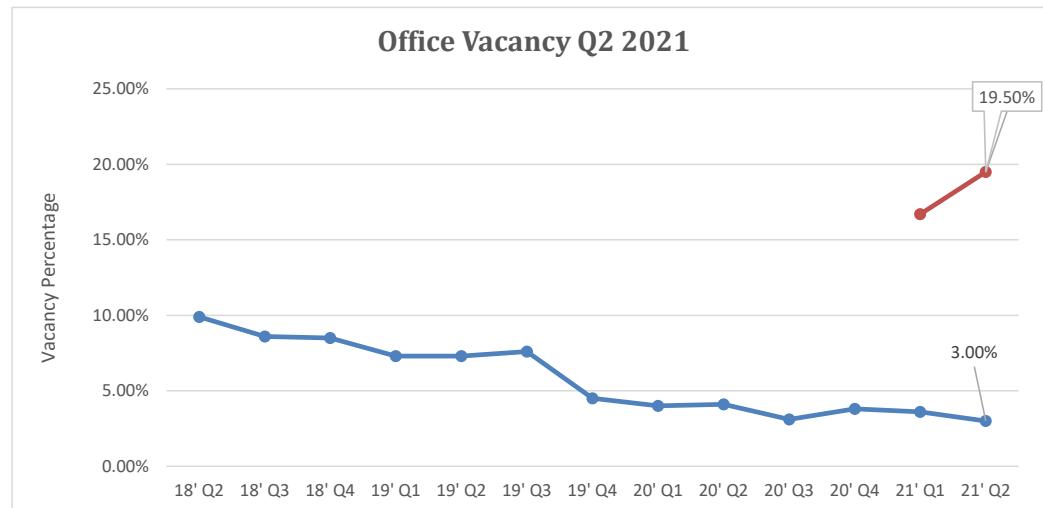


The Lake Zurich retail vacancy rate decreased in the second quarter of 2021 to 4.3% vacant from 5.5% in the first quarter (*based on Lake County Partners data*). As of June 30, 2021, there was 113,176 square feet of retail space reported vacant in Lake Zurich, with average rates at \$13.89 per square foot (nnn). *Chicagoland retail vacancy rate from CBRE (red line)*.



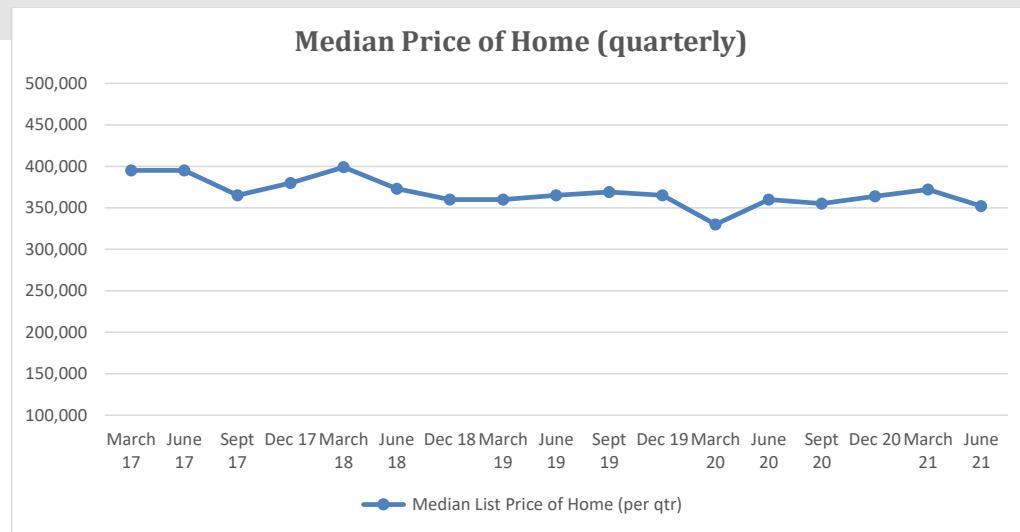
The Lake Zurich industrial vacancy rate decreased significantly to 1.8% in Quarter 2 of 2021 compared to Quarter 1 when 4.5% was reported vacant (*based on Lake County Partners data*). As

of June 30, 2021, there was 100,642 square feet of industrial space reported vacant in Lake Zurich, with average rates at \$4.65 per square foot (nnn). *Midwest industrial vacancy rate from CBRE (red line).*



The Lake Zurich office vacancy rate decreased from 3.6% in Quarter 1 of 2021 to 3.0% reported vacant in Quarter 2 (*based on Lake County Partners data*). As of June 30, 2021, there was 12,212 square feet of office space reported vacant in Lake Zurich, with average rates at \$24.98 per square foot (full service). *Chicagoland office vacancy rate from CBRE (red line).*

## Real Estate Housing Trends - Residential Inventory



The chart above reports the recent trend for median sale price of Lake Zurich houses. The prices are reported by quarter.

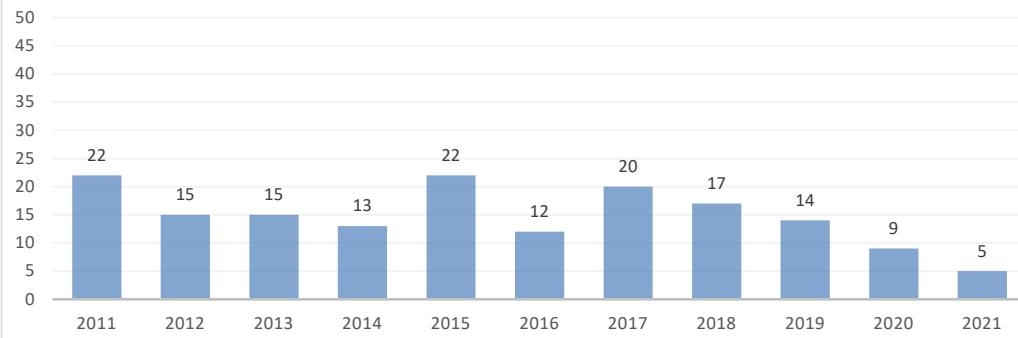
The monthly snapshot below reports more details about the residential real estate market for the most recent month.

### July Snapshot of Real Estate Trends

Homes Reported for Sale:	56
Median Sale Price:	\$400,000
Median Days on Market:	8
Number of Homes Sold:	44

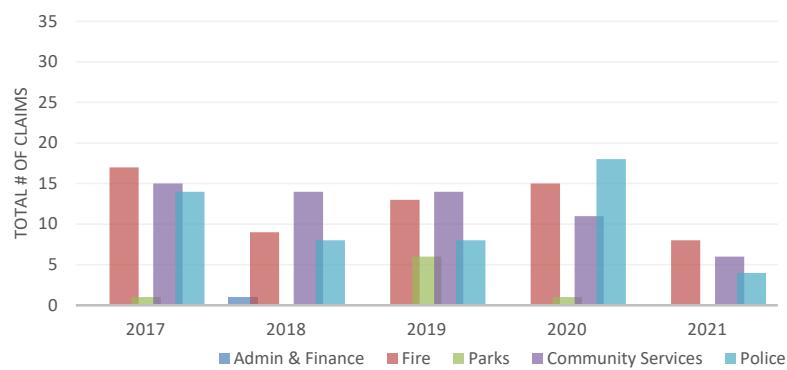
\*Source: Redfin Corporation

### General Liability Claims -Total Incidents (Year-to-Date)

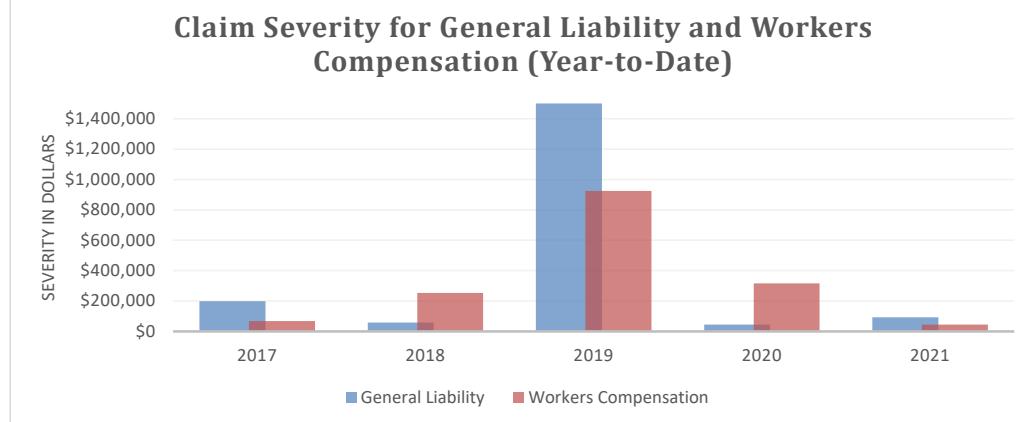


Risk management insurance coverage is provided by the Intergovernmental Risk Management Agency, a risk sharing pool of approximately 70 local municipalities and special service districts, which have joined together to manage and fund their property/casualty/workers' compensation claims. This metric reports total General Liability claims (both open and closed claims) in all departments since January 1<sup>st</sup>.

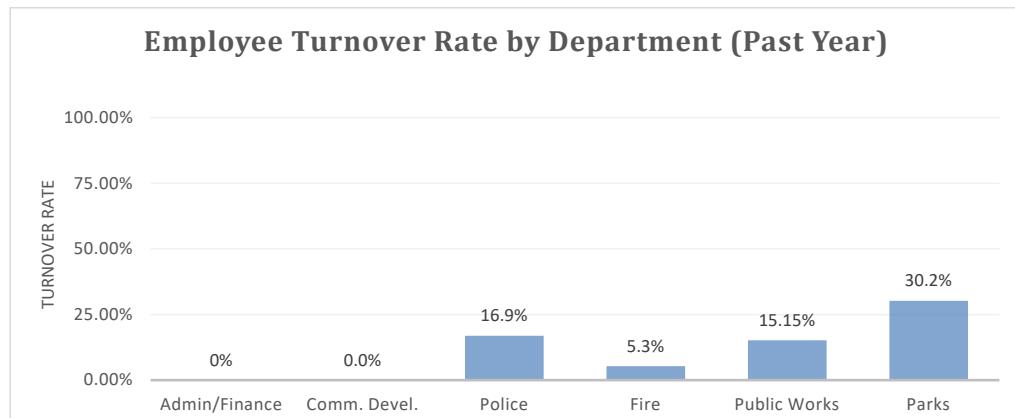
### Claim Frequency By Department (Year-to-Date)



Loss prevention programs and a culture of safety that encourages safe work practices will decrease claim frequency rates. This data shows the total number of claims by department updated quarterly, which is an aggregate number of the following claim types: Auto Liability, Auto Physical Damage, General Liability, Property Damage, and Workers Compensation. It is important to realize that Community Services is responsible for routine maintenance, so its general liability claims will naturally be high due to claims involving parkway trees, mailboxes, sidewalks, fire hydrants, the municipal fleet, etc.



This metric provides a snapshot of the Village's overall liability position, separated by General Liability Claims (such as property damage) and Workers Compensation Claims (such as medical bills and lost work-time). Fewer claims filed against the Village mean less money spent and improved financial stability. This data includes the total costs, including net property loss and any other associated expenses, such as attorney fees.



A certain level of turnover is healthy and desirable for organizations. A zero percent turnover rate is not the goal. Regularly tracking turnover rate will facilitate decision making related to employee satisfaction, human resources screening, and succession planning. This metric tracks turnover for all Village employees, including full-time, part-time, and seasonal on a rotating basis for the past 12 months. The size of the department is an important factor when analyzing this data. Note: Parks and Public Works are heavily staffed by part-time seasonal personnel, resulting in a turnover rate that is technically high but this is not a cause for concern.



# PUBLIC WORKS DEPARTMENT

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## MONTHLY INFORMATION REPORT

**July 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD  
LAKE ZURICH, IL 60047

## DEPARTMENTAL NARRATIVE

**Park Maintenance:** Crews continue to address both routine and specific maintenance items as needed. Crews completed transferring furniture, equipment, and supplies to the Barn. Punch list items are being monitored for completion while PW continues to assist with items such as office décor and maintenance.

**Special Events:** Crews completed set-up and break-down for the July 4<sup>th</sup> Celebration. This included the craning of the fireworks barges in and out of Lake Zurich. Crews set-up and broke down four Farmers Markets, four block parties, four Food Truck Socials, and Groove Grove. Crews also assisted with the Lake Zurich Triathlon.

**Infrastructure Projects:** The 2021 Road Resurfacing Program has been completed.

Crews have completed fieldwork for the 2021 sign replacement program. The program locations mimics the annual Road Resurfacing Program. PW Crews will install new signage in August.



Staff has all documents prepared for the 2021 Crack Sealing Program. Work is expected to begin in August.



The Heatherleigh Park Tennis Court has been resurfaced. The new posts and net have been installed. Painting of the single tennis court with an overlaid double pickle ball court is complete. Sealing and painting of the Paulus Park pickle ball court is scheduled to begin in August.



**July Water Main Break Locations:**  
443 Farm Bridge Road

**Water Main Replacement:**

The Rt. 12 emergency water main replacement (between L.A. Fitness and Starbucks) has been postponed due to higher than expected cost estimates. Due to field and operational adjustments, this segment will temporarily remain out of service while a reasonable plan & scope can be developed, budgeted for and competitively bid for in 2022.

**Well 9-Out of Service**

Well 9, authorized for preventative maintenance earlier this year to occur this Fall, is now out of service due to a possible pump or motor failure experienced during routine operation on July 3<sup>rd</sup>. The Village's designated deep well contractor, Layne Christensen Company, expedited our scheduled maintenance and has pulled the pumping assembly for inspection. Currently, we are waiting for a repair estimate to determine if there will be additional cost that exceeds what was previously authorized in June by the Village Board.

**Noise Study:**

Mobilears Inc. conducted an OSHA required noise study for all Public Works operations.

**Employee Training:**

All employees attended Lock Out/Tag Out Training.

All employees attended Hearing Protection Training, conducted by Mobilears Inc.

**Anniversaries:**

Steve Schmitt- 29 years.

**Staff Kudos:**

Resident Michael Bazzoni of 903 Holly Circle called on 7/28/21 compliment a forestry crew. *Thank you for getting someone out so quickly to address the problem with our tree. My wife spoke with them and they were very nice, very courteous. They did a great job, I really appreciate the service. I am so happy to be a part of this community. Thank you.*

Congratulations to Jeremy Reusch for passing the IEPA Class B Public Water Supply Operator examination!

Email received by Public Works Director;

Mr. Brown,

I want to let you know about the positive experience I recently had with the Public Works department, specifically "Kelly" & "Matt", on Monday, July 26th.

My plumber needed the water turned off at the street in order to repair a leak in my house so I called the Public Works office to put in a request for someone to come out to my house. I spoke with Kelly, who said she would try to get someone over as soon as an employee was available. Since the needed leak repair was sudden, I wasn't able to schedule a prior appointment to turn off the water. Despite this, Matt was at my house quickly, both to turn off the water & when I called Kelly back later to have Matt return to turn the water back on shortly thereafter.

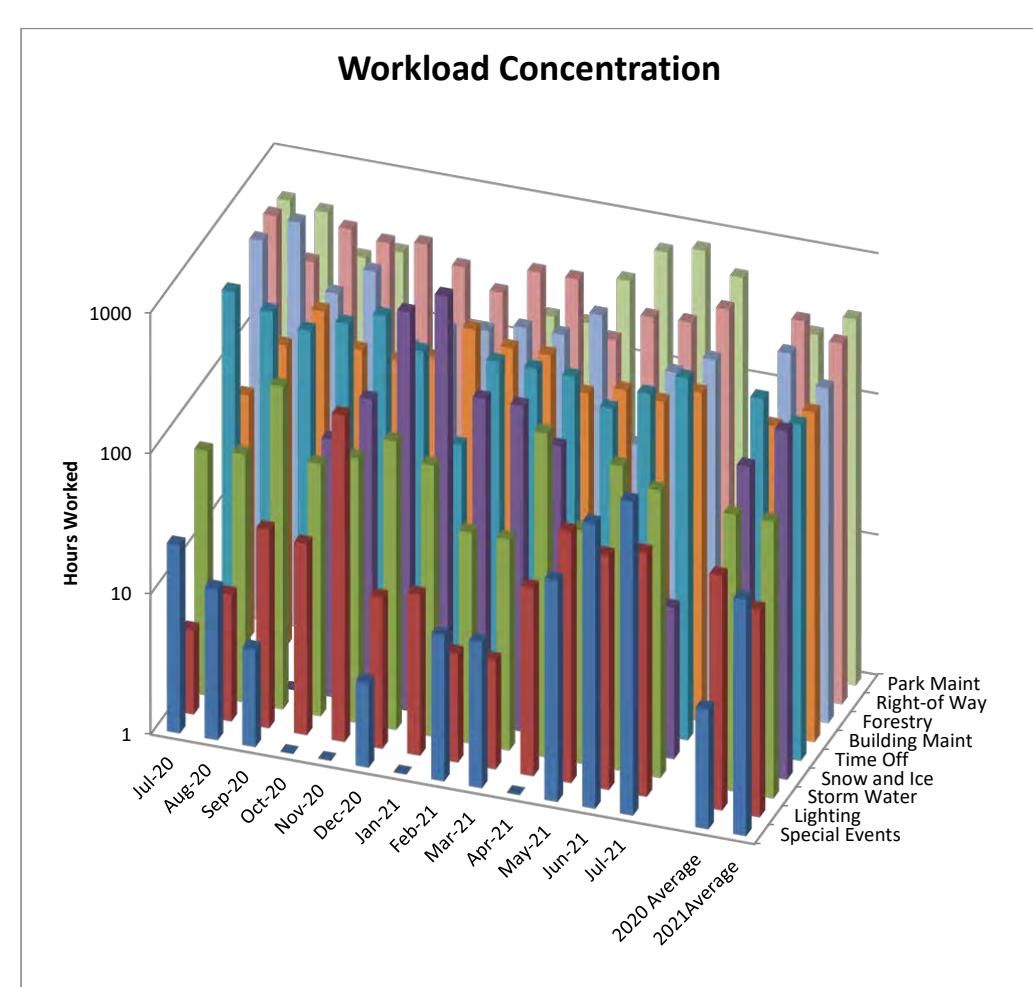
This was my second experience contacting the Public Works department & each time I have been very impressed with the customer service offered by your employees & their speedy and efficient services. Kelly promptly returned my call when I left a voicemail & Matt waited until the plumber gave him a "thumbs-up" that the water was back on.

I think it's important that you be aware of these wonderful employees and perhaps acknowledge them both in some way.

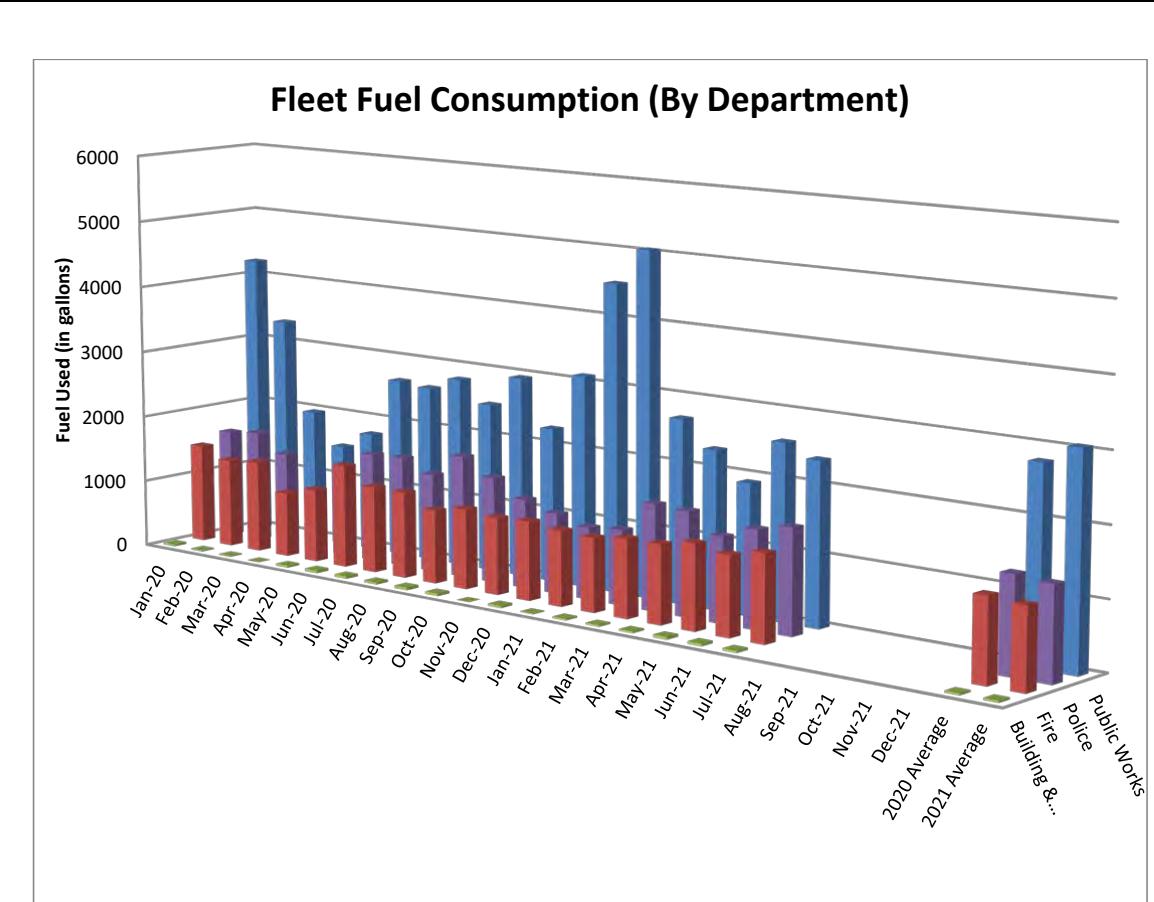
Thank you!

Ms. Lu Auer (Steve Auer's daughter!)

[ieduca8@yahoo.com](mailto:ieduca8@yahoo.com)

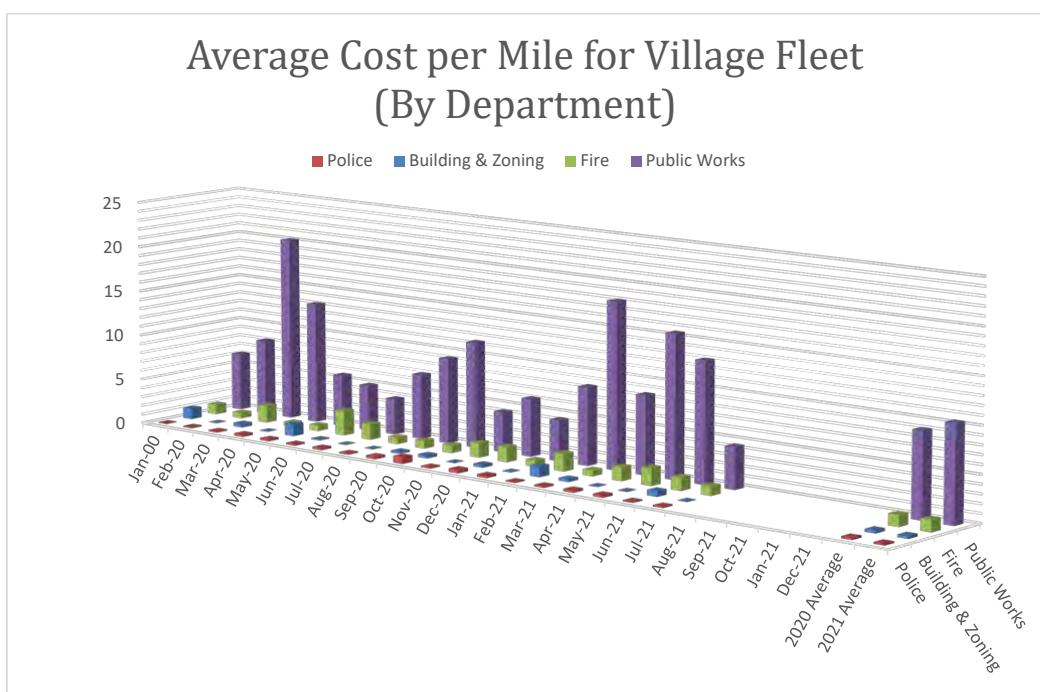


A core function of Public Works are related to the completion of work orders for several categories, including administrative, forestry, park maintenance, municipal property maintenance, right-of-way, snow and ice, street lighting, and storm water system maintenance. This chart shows the number of hours worked on major activities.

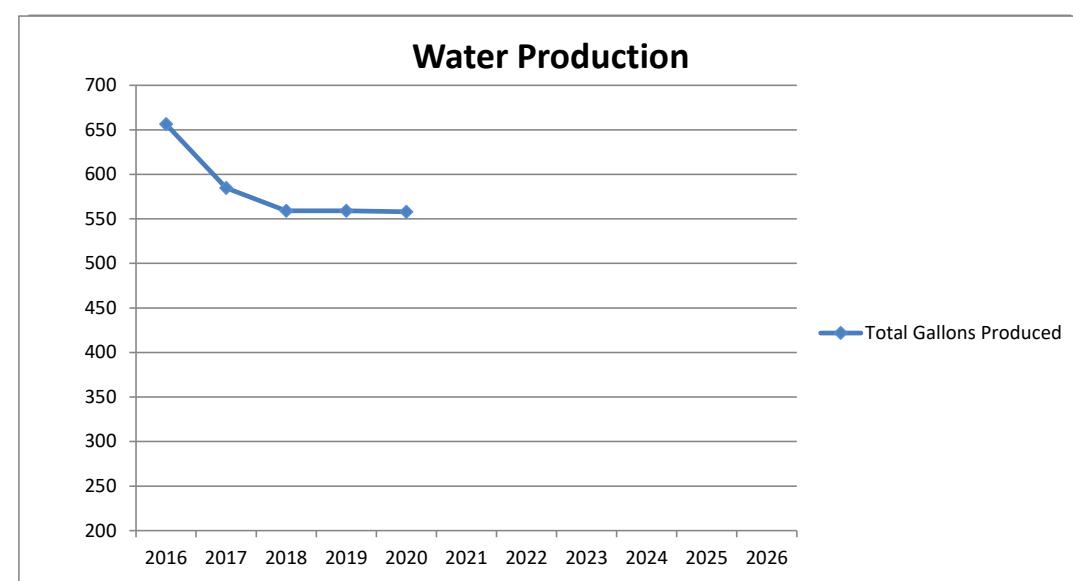


Tracking fuel consumption allows staff to make informed decisions relating to the municipal vehicle fleet, including the number of vehicles in each department, the types of vehicles purchased and the type of fuel source used.

Dramatic fluctuations in fuel consumption can occur during events such as heavy snowstorms. (Output measure)



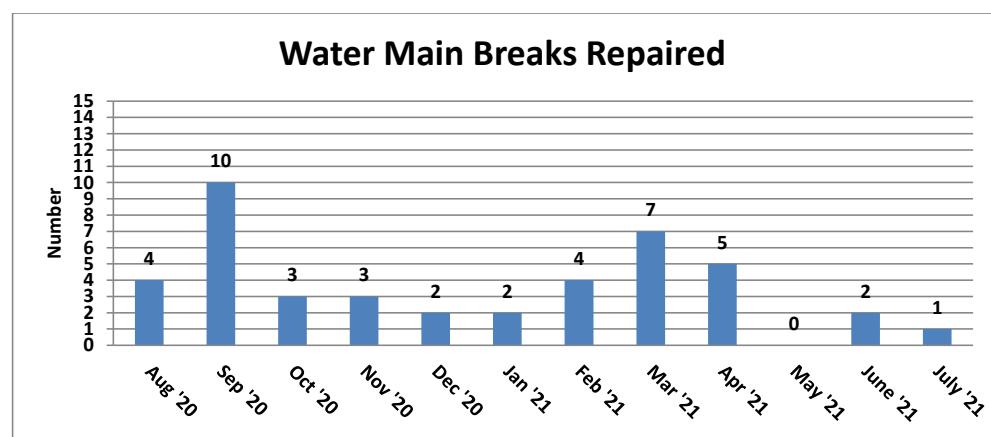
Vehicle cost per mile is an initial indicator of an efficient fleet operation. With basic cost per mile information in hand, all components that feed into that cost can be scrutinized and measured. These components include labor rates, fuel costs and parts costs. Looking further into the Village' vehicle cost per mile, staff can measure other components such as average vehicle age. When vehicles are replaced within their life cycle, the impact is usually positive.



From 2012 to 2015, there was a steady decline in the annual volume of water produced and used by our community. This trend was altered in 2016 due to dry weather leading to increased watering of lawns and landscaped areas.

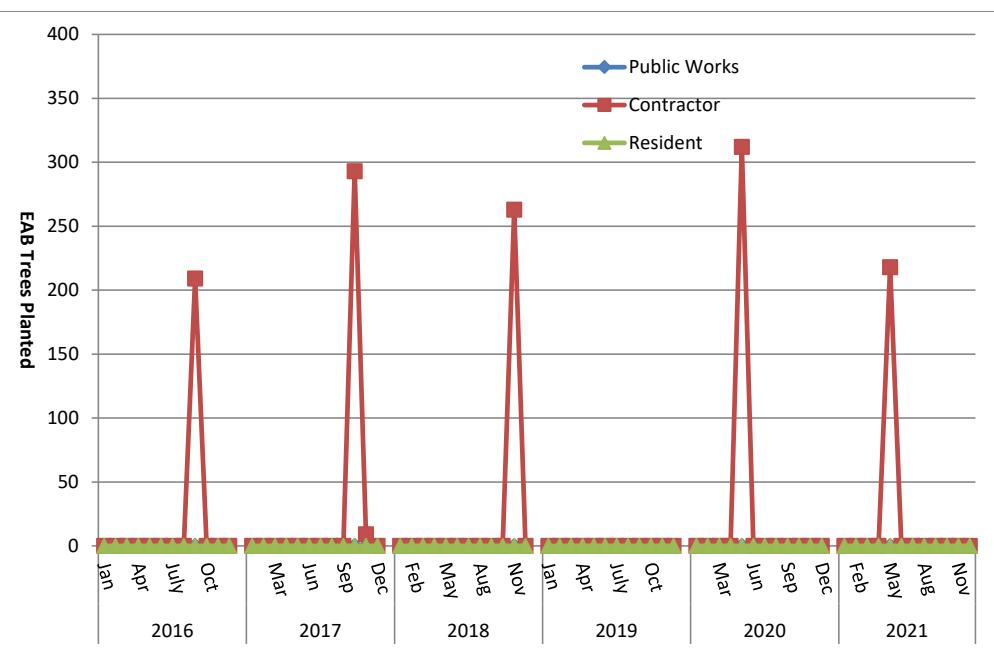
	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	49.301	46.667	45.868	44.227	43.867	42.319			
February	45.801	40.952	41.098	41.452	41.645	40.367			
March	53.467	44.543	43.155	43.946	43.552	42.924			
April	55.963	49.974	45.098	43.570	40.662	45.129			
May	60.273	49.588	48.065	45.339	44.834	51.240			
June	63.819	56.169	46.114	45.489	51.130	56.763			
July	68.751	53.755	57.074	59.526	54.529	53.105			
August	66.229	54.746	54.067	61.419	58.959				
September	58.664	53.928	46.809	44.786	51.040				
October	45.838	47.169	44.369	43.476	44.443				
November	42.120	42.335	42.089	41.475	40.680				
December	46.088	44.961	45.305	44.379	42.684				
<b>Total</b>	<b>656.314</b>	<b>584.787</b>	<b>559.111</b>	<b>559.084</b>	<b>558.025</b>	<b>331.847</b>			
<b>Avg</b>	1.793	1.598	1.532	1.532	1.529	1.565			
<b>% incr/decr</b>	11.37%	-12.23%	-4.59%	0%	-0.02%				

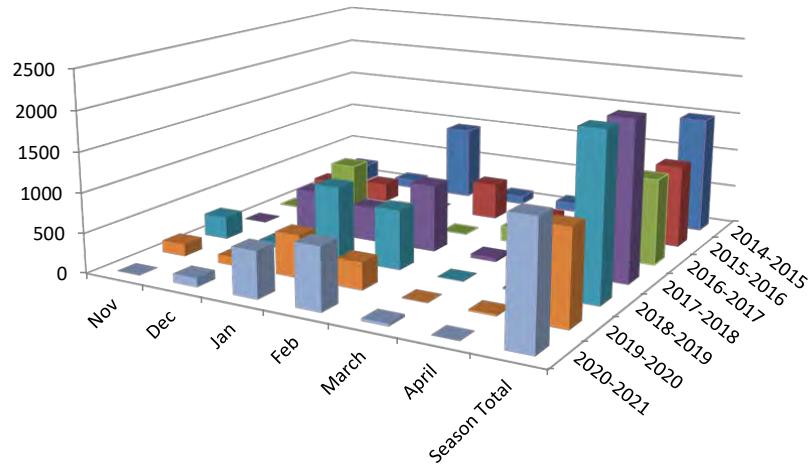
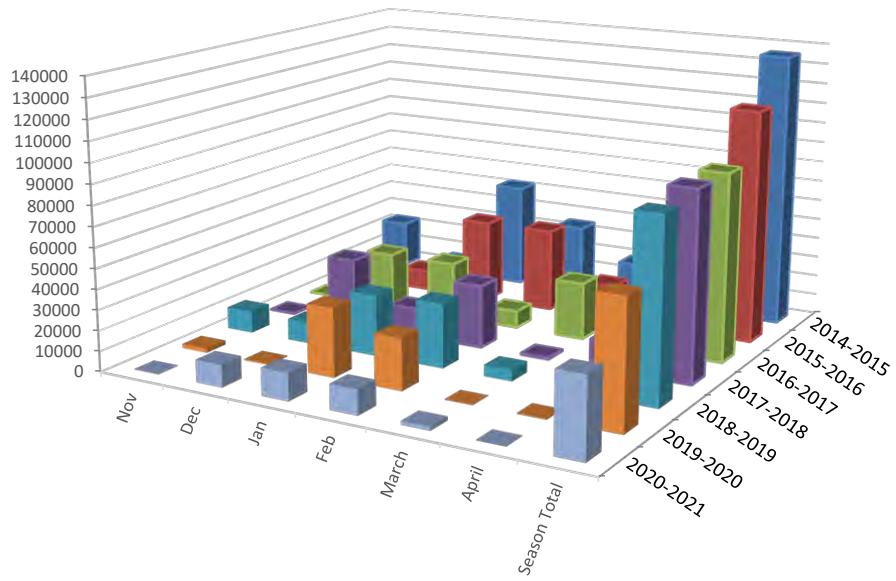
The highlighted months are the lowest for each of these months in the last 6 years. The highest monthly production in the last 5 years occurred in July of 2016. In 2020, our daily average was 1.53 million gallons per day.



A water main break can be a hole or crack in the water main. Common causes of breaks in the water main include: age, pipe material, shifting in the ground attributed to fluctuations in moisture and temperature (below and above the frost line), corrosive soil that causes a thinning of the water main pipe, improper backfill, severe changes in water pressure (hammer) which has several causes and physical contact (damage) by excavating contractors.

## Emerald Ash Borer Tree Replacement Program



**Tons of Road Salt****Gallons of Liquid Deicer**



# COMMUNITY DEVELOPMENT DEPARTMENT

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## MONTHLY INFORMATION REPORT

**July 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

505 TELSER ROAD  
LAKE ZURICH, IL 60047

## DEPARTMENT NARRATIVE

During the month of July 2021, the Community Development Department was engaged in the following activities:

**BUILDING & ZONING DIVISION:**

**Commercial Permits issued:**

1015 S Rand: One Dentistry dental office – interior remodel  
 924 Donata Ct: Phase Three Brewing – expansion  
 800 Church: G2Revolution – interior remodel  
 345 S Rand: Jewel – interior remodel  
 485 Ela Rd: Jewel – interior remodel

**Commercial Occupancy Permits issued:**

1110 S Old Rand Rd: Papa Gus Gyros restaurant  
 540 Cortland: Acosta – furniture consignment  
 26 N Old Rand Rd: Grace-Full Studios - yoga  
 83 W Main, Suite 204: Resolution Guitar Repair

**FOIA Requests:** Total number of FOIA requests: **16**

**PLANNING DIVISION:**

**Planning and Zoning Commission (PZC) Activity:**

The following applications were considered by the PZC in July.

1. *27 South Shore Lane, Nate and Laura Gustin, Setback Variation* – The application was presented by the homeowner, Mr. Nathan Gustin, who provided the justification for the requested variation to allow for a terrace (patio) to be constructed within the rear yard setback of the property. There were no objectors present in the audience and the PZC did not have any objection to granting the variation. Following the close of the public hearing the PZC voted 4-0 to recommend approval of the variation.

**New Zoning Applications received (for PZC consideration).**

The following new applications were received for consideration by the PZC for their August 18, 2021 meeting:

1. *Journey Cremation at 495 Enterprise Parkway – Text Amendment and Special Use Permit.* A new application has been submitted by Journey Cremation to establish a direct cremation facility on the vacant property at 495 Enterprise parkway. The facility will be established within a new stand-alone building. Recall that Journey Cremation had previously submitted an application to establish the land use at 708 Telser Road, but received substantial objection from the adjacent tenants. Journey subsequently withdrew that application when the owner of the lease space sold the property to another party.

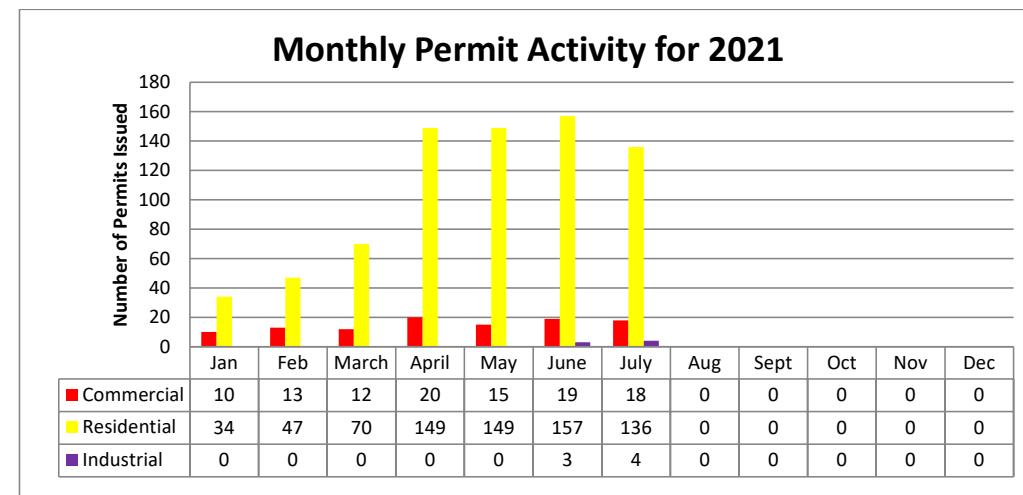
**Development Planning:**

1. *Life Time Fitness at 400 N Rand Road.* Building Services Supervisor Mary Meyer met with representatives of Life Time to discuss and receive updates on pertinent items related to ongoing components of the project. In particular, Life Time had indicated that they plan to begin the pavement work on Old Rand Road by around August 1. The roadway work is anticipated to be completed in approximately a month and a half. Appropriate traffic management measures, flaggers and signage will be in place to direct traffic around the work areas on that portion of the road. Around that time, work at the intersection and along Rt 12 will also begin in coordination with IDOT and is also expected to be completed in approximately a month and a half. Temporary traffic signals will be installed so that they are operational before the work on Route 12 begins. Life Time has also revised their potential completion of the project to around mid-October of 2022. The Village's engineer for the project will monitor the project on a daily basis under the direction of the Village.
2. *Recreational Cannabis Establishment at the former TGIF location at 676 South Rand Road.* Staff had reported to the Village Board that an upcoming Village Board meeting agenda was expected to include an initial courtesy review for an adult use cannabis dispensary at the former TGIF location at 676 South Rand Road. Verano Holdings, a large multi-state operator of dispensaries with multiple locations in the Chicago metro area, has expressed continuous interest in this location, and is close to finalizing a letter of intent with Hamilton Partners, owners of the property. Any new locations for Verano Holdings are contingent upon obtaining new licenses from the State of Illinois. State license lotteries are to be held on July 29, August 5, and August 19. It is highly probable Verano will obtain new licenses. The company holds 100% scores on State applications. Lake Zurich previously approved a 3% local municipal tax on the gross receipts of cannabis products, with a projected \$200,000 - \$300,000 in added sales tax revenue for the Village, which is approximately the sales tax lost by the Peapod closure. Deer Park and Wauconda have also approved zoning regulations for potential dispensaries, and Hawthorn Woods held a discussion at its recent July 26 Board meeting on possibly adopting future zoning regulations. Lake Zurich zoning regulations for dispensary locations requires at least a 250-foot setback from parks and a 500-foot setback from schools and day care establishments. The subject property meets these zoning criteria. An adult use dispensary in Lake Zurich still requires a Special Use Permit with final approval by the Village Board. Pending a positive outcome of a courtesy review by the Board potentially on August 16, the public hearing process at the Planning and Zoning Commission is expected to begin on September 15.
3. *Casey's General Store at Bucky's - 650 S Rand Road.* Casey's General Store indicated its intent to move forward with establishing a new store and accompanying gas station at the property located at 650 South Rand Road. Casey's intends to replace the existing store with a new modular building (similar to the one recently constructed for Murphy's Express). The building will be larger than the existing Bucky's building and additionally contain a kitchen to prepare pizza (which, staff has learned, is a signature offering...). Details on the building materials are currently being discussed, but staff has recommended Casey's meet to discuss these issues, as well as the permit and inspection requirement for a modular building. Staff had first reported on the potential acquisition of Bucky's by Casey's in December 2020.
4. *265 N Rand Road - Andy's Deli.* The developers of Andy's Deli at 265 North Rand Road, Kolas Real Estate Investment, Inc., submitted an application for a permit to demolish the former Joe's Barbershop building that has stood on the property since the 1950s. The demolition of the property and clearing the site will make way for the new deli building with 2 residential units on the 2<sup>nd</sup> floor and its associated parking lot and site improvements. The owners intend to submit their request for a building permit shortly thereafter with construction anticipated in early fall.

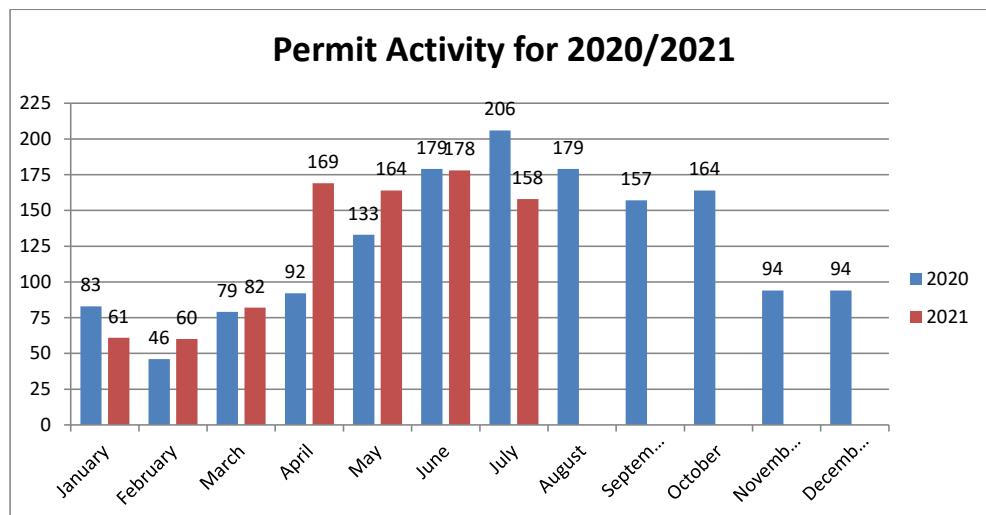
5. Bills Boats Violations. The trial hearing for Bills Boats owned and operated by Mr. Dennis Abbott was scheduled to take place on July 2. However, the night before, Village Attorney Carmen Forte received a copy of an emergency motion filed by Mr. Abbott's attorney stating that Mr. Abbott was physically unable, due to illness, to get to his office for the trial and therefore requested a continuance. During the hearing attended by Community Development Director Saher, Building Services Supervisor Mary Meyer and Village Attorney Carmen Forte, the judge noted Mr. Abbott's pattern of behavior, his absence due to medical reasons and the extended timeline of this case. He advised Mr. Abbott's attorney that there was a possibility of the fines being increased the longer they delayed. However, in the end the judge granted a motion to continue the trial to Monday August 30 with a condition that the trial would proceed with or without Mr. Abbott (in absentia).
6. Acosta's Home Consignment Store. Staff of the Community Development Department issued Acosta's Home Consignment a final CO to begin operating at the property 540 Cortland Drive. Acosta's acquired the former Midwest Motor's property and remodeled the interior for a furniture consignment store. Acosta's held a grand opening of the store on July 16.
7. Papagus Gyros at 1110 South Old Rand Road. The Community Development Department issued a Certificate of Occupancy to Papagus Gyros to begin operating at its new location at 1110 South Old Rand Road. This space was formerly occupied by the Pizza Factory of Lake Zurich. Papagus was formerly located at 454 North Rand Road until 2018 when it sold the property to Life Time to accommodate the new facility that is currently under construction.
8. Vault 232 at 35 W. Main Street (Vela Carina). Frank Radogna of Franco's Pescheria submitted his application for interior buildouts at the Vela Carina/former Bank of America building at 35 West Main Street. Mr. Radogna had been working with the building owners, Don and Cindy Malin to occupy the space. Franco's Pescheria has signed a lease to occupy 100% of the nearly 10,000 square foot building. The new Franco's Pescheria Main Street location will have multiple components - a bar and restaurant including an oyster bar, banquet space and a retail sales area likely for his seafood store. As part of the project, the owners are concurrently updating the entrance doorways to the building, upgrade the electrical service to current codes, and install new awnings on the exterior.
9. Wildwood Estates on Honey Lake Road. Community Development Director Saher was contacted by the developer of the property, Mr. Greg Schmitt of Prestige Development LLC stating that he had obtained and submitted his Army Corps permit with conditions to the Village. On inquiring when he intended to begin the project, he indicated that he was presently out of state and would be back during the second week in August. Director Saher recommended that his team meet with Village staff as the engineering plans will likely be affected by the conditions provided in the Army Corps permit. Mr. Schmitt further indicated that they intend to break ground soon due to additional interest in his property. He indicated that the residential market is still "hot" and he intends to meet that demand.

#### **Other Activities.**

1. Marketing Lake Zurich. Lake Zurich was highlighted in the most recent Summer 2021 edition of Northwest Quarterly Elite, a Rockford-based publication that covers northern Illinois, southwest Wisconsin, and northwest Chicagoland. The publication did an excellent job summarizing the post-pandemic climate in Lake Zurich, Chamber of Commerce initiatives, and local developments.

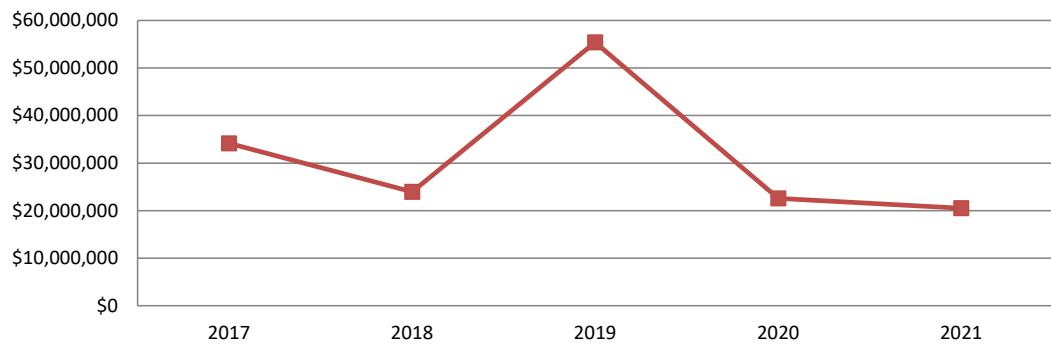


The chart above represents the total of permit activity on a monthly basis for 2021.



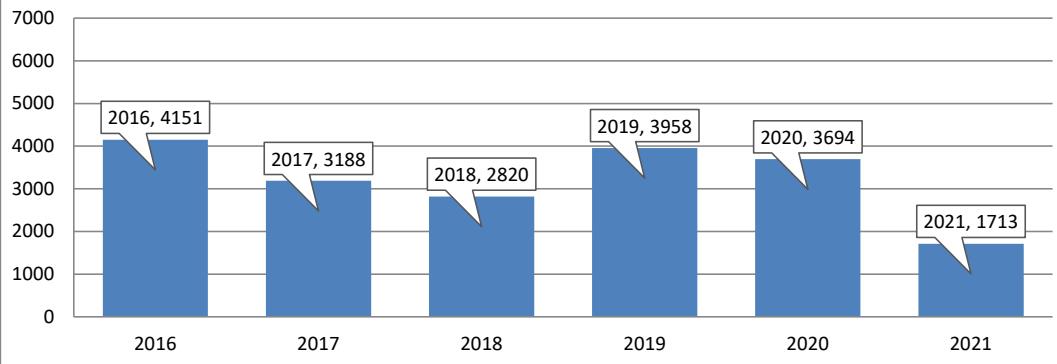
The chart above compares monthly permit activity for 2021 to the previous year 2020.

### **Construction Value of New Permits: January-December 2017-2021**

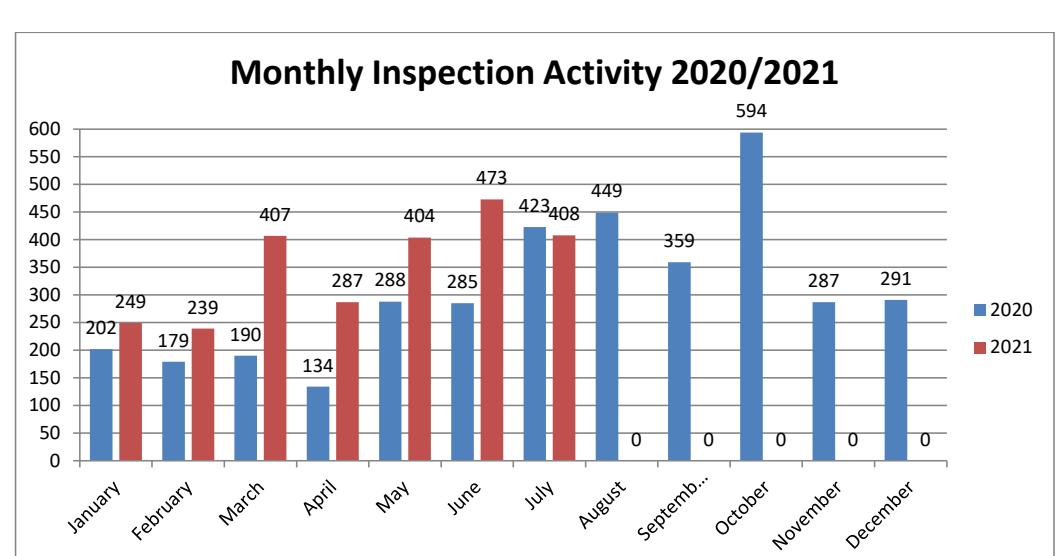


This chart tracks construction value of permit activity by year for 5 years. Comparable data will not be available until the end of the year.

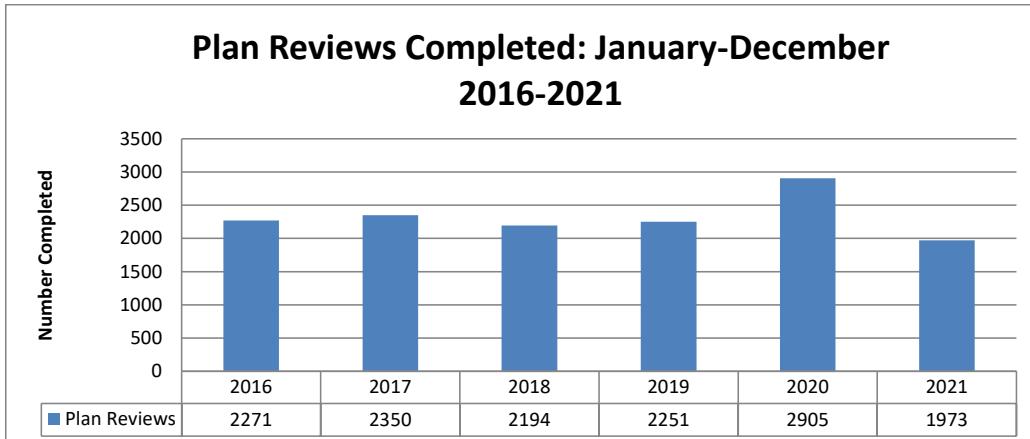
### **Inspection Activity: January-December 2016-2021**



This graph illustrates the number of inspections performed by year. Comparable data for 2021 will not be available until the end of the year.

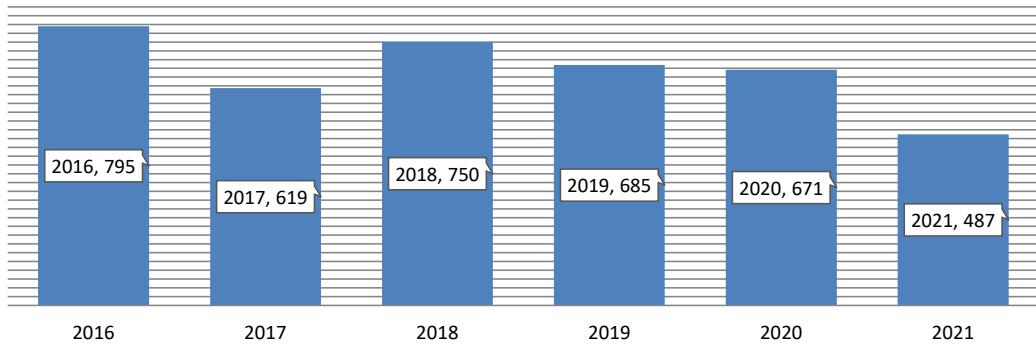


This chart indicates inspection activity on a monthly basis for 2021 compared to the previous year 2020.



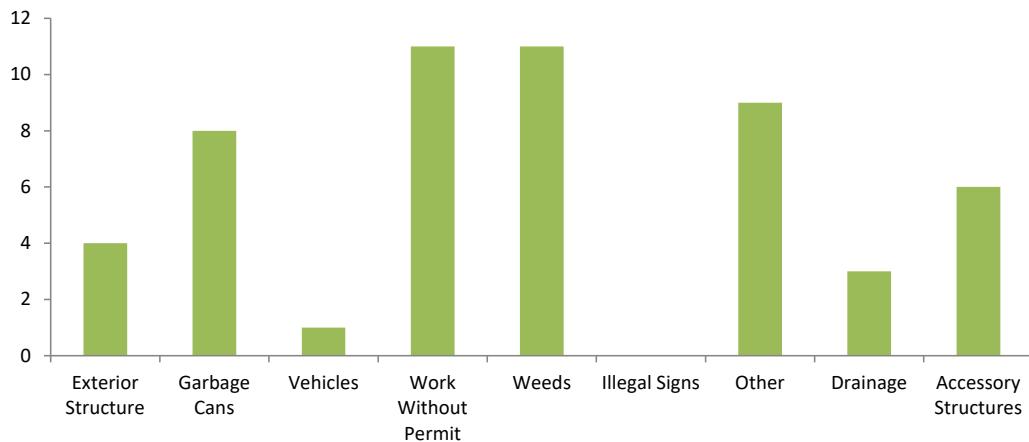
This graph illustrates the number of plan reviews performed by year. Comparable data for 2021 will not be available until the end of the year.

### Contractor Registrations January-December (applied for) 2016-2021



Comparable data for 2021 will not be available until the end of the year.

### Common Code Violations - Details



This graph illustrates the number of code violations reported for the month. The data varies from month to month and is season dependent.



# FIRE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**July 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION-MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

**OUR MISSION:** To care for and protect our community.

**OUR VISION:** The Lake Zurich Fire Department is dedicated to meeting the ever changing needs of our community, while ensuring a safe and secure environment for all, through professional development, unity and teamwork.

**OUR VALUES:** Professionalism, Responsibility, Integrity, Dedication, Honor

## Departmental Narrative - July 2021 Overview

In July, the Department responded to 379 calls for service, which averaged 12 calls per day and required 615 **individual vehicle responses** to provide the necessary personnel for each incident.

Forty-four percent (44%) of the responses occurred while another call was in progress. Eleven percent (11%) of needs required a response from the non-primary engine, ambulance, or a mutual aid department due to multiple calls in progress.

Our current staffing model increases response times when simultaneous calls occur as the Department is only structured to handle a single response per station. We staff two vehicles with only three personnel using what is called a "jump company." If the call is for the ambulance, the personnel respond with the ambulance, and if it is a fire call, the staff responds with the engine. One of the vehicles remains in the station unstaffed on every incident we respond to due to the limited personnel we have on shift. Once a station commits on a call, the next call for service requires another station or mutual aid to handle the incident.



**Lake Zurich - Year To Date - Fire Value/Save/Loss**



## Significant Calls

### Change of Quarters to Crystal Lake

On July 17, 2021 Lake Zurich Engine 322 responded to Crystal Lake for a change of quarters at their Station 1. When enroute, Engine 322 was advised to take in an automatic fire alarm at 515 E. Crystal Lake Ave. (Beardsley Middle School). Engine 322, Barrington Countryside Ambulance, and Crystal Lake PD responded. Upon arrival, crews found a school with nothing showing and no way to access the building. Crews looked in the accessible windows and found nothing out of the ordinary. A Crystal Lake firefighter responded with a Knox box key for access. Crews investigated and noted an alarm panel showed water flow on the first floor. Crews investigated the area, found no problem, and a Crystal Lake firefighter advised for an alarm reset. Engine 322 continued to the Crystal Lake station for standby.

### HazMat Incident – Wheeling

On July 31, 2021, the incident started at 3:20 pm in Wheeling for a packaging plant with an anhydrous ammonia leak. This incident went to a third alarm. FF/PM Peter Penkava arrived on the scene at the same time as HazMat 4/5, and he immediately began to pull out necessary equipment for the first-in team. He helped teams 1, and 2 get dressed, assisted a Northbrook Lieutenant with the decontamination, and helped decon teams as they exited the building. There were no major contamination issues to his knowledge.

### Automobile Accident with Extrication – Wauconda

Engine 321 was requested for Mutual Aid to assist Wauconda Fire with an accident with extrication. Crews worked alongside S341 to extricate one patient through the driver-side door. Total extrication time was about 10-15 minutes. After extricating the patient, the command officer released Engine 321 from the scene.

### Member Spotlights



We celebrated Fire Chief David Pilgard's Promotion on July 19, 2021.



Congratulations to Lieutenant Benny Yee on 20 years of service with the Lake Zurich Fire Department.  
(Pictured above)

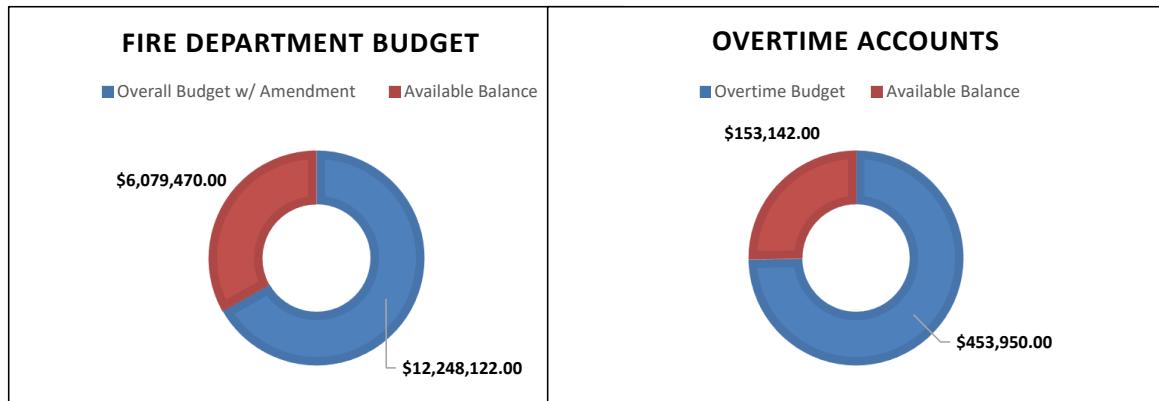
Congratulations to FF/PM Ryan Bene on his Watercraft Technician certification.  
(Pictured right)



3 | Page

## Administration Division

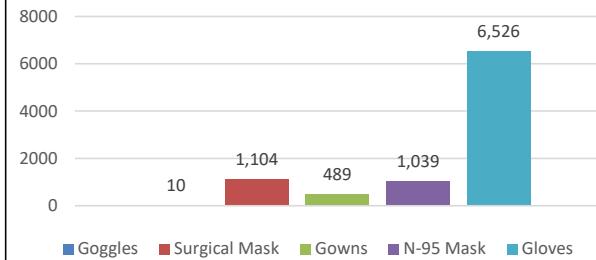
**Budget Update** – The administrative team is busy working toward the 2022 budget and looks forward to working with the Board to need our future needs.



### COVID-19 Updates

We are currently tracking the Personal Protective Equipment (PPE) that members use and dispose of due to the COVID-19 pandemic. In July, we issued **3 pairs of safety goggles** and used **73 surgical masks** on patients, **71 - N95 respirators** for our personnel, **3 gowns**, and approximately **434 surgical gloves**. The graph pictured right shows year-to-date.

### PPE Utilized & Disposed 2021



### Community Focus/Risk Reduction/Public Education



Examples of community focus/risk reduction/public education include but are not limited to; school talks and station tours where a safety message such as stop, drop, and roll is covered. We also monitor fire and severe weather drills in schools and educate children about fire safety. Also, we teach exit drills in the home to middle school students and provide CPR/First-Aid training, such as the *CPR class with Diamond Dental pictured left*.

So far in 2021, we have attended about **35 events** and interacted with approximately **7,235 people** in public education.

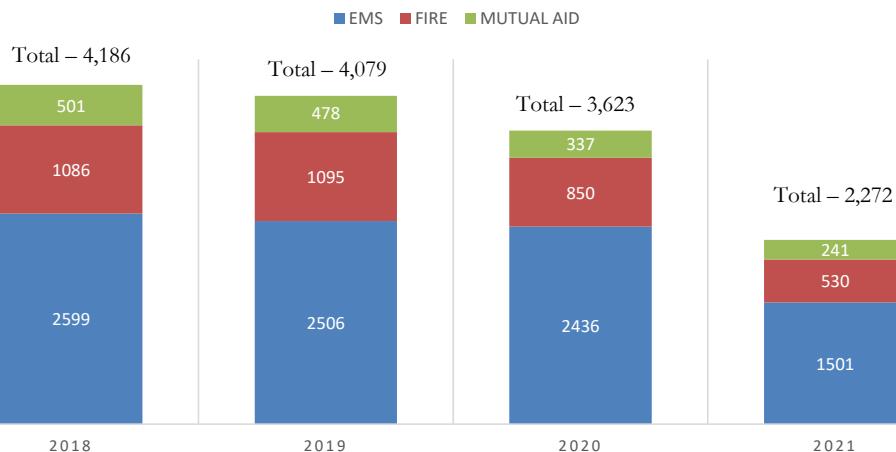
## Operations Division

### Vehicles Out of Service

- During July, the following vehicles were out of service due to maintenance, repairs, or breakdowns:
  - Ambulances – 243.50 hours
  - Engines – 233.50 hours
  - Year-To-Date Hours:

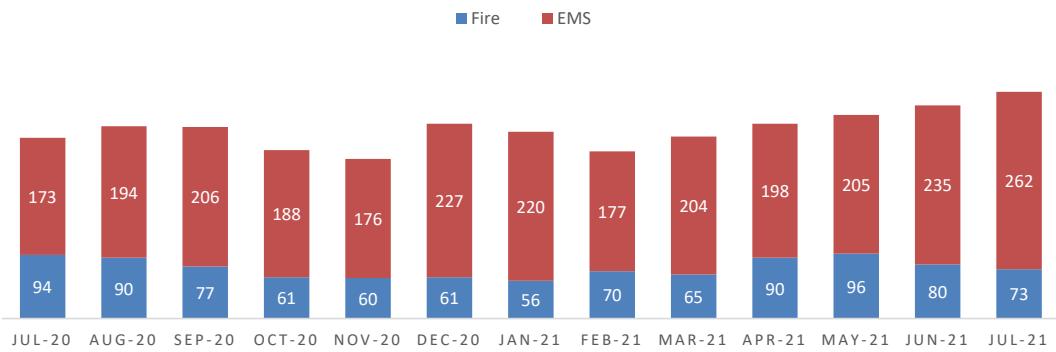
Ambulances: 589.58 hours | Engines: 1,146.78 hours

### TOTAL CALLS - YTD (DATA WILL BE ADDED EACH MONTH TO 2021)



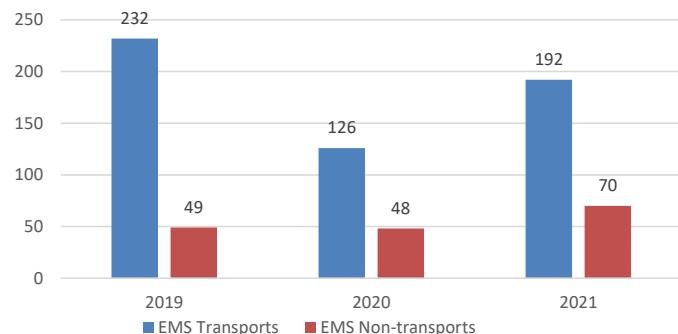
Below is the breakdown of Fire versus EMS incidents in Lake Zurich – minus aid given. Our fire calls include structure fires, car fires, grass fires, dumpster fires, wires down, and other types of service calls.

### JULY 2021 - EMS V. FIRE CALLS (NO MUTUAL/AUTO AID)



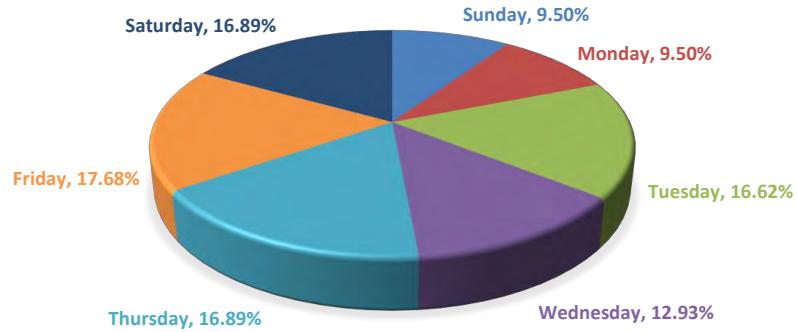
The following chart reflects activity related to emergency medical services, a core function of the fire department — not every EMS call result in transport. A prime example of this is an automobile accident where several victims refuse transport. EMS transports always outpace refusals. This chart compares the month of July across 3 years. The trend is consistent with the data period. These numbers represent the patients seen.

**EMS Transports vs Non-Transports - (Patients)**  
Monthly 3 year - Comparison

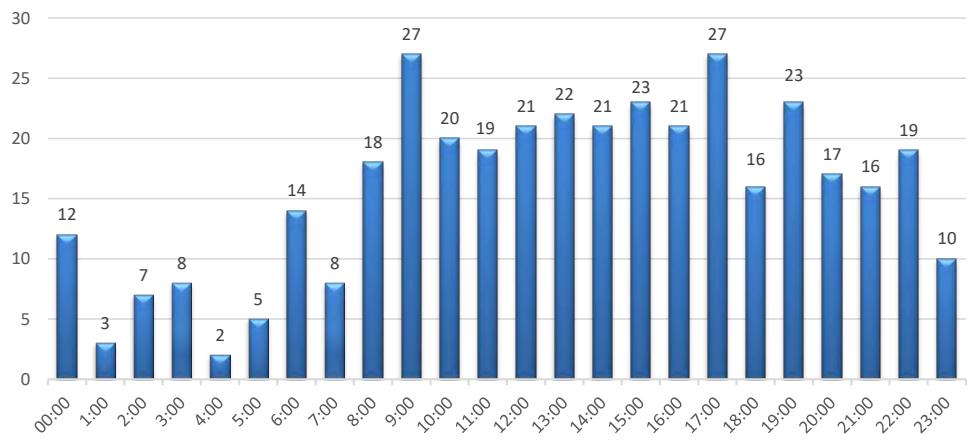


The following two charts break down calls by the day-of-week and hour-of-day.

**RESPONSE BY DAY OF WEEK - JULY 2021**



**RESPONSE BY HOUR OF DAY - JULY 2021**



## STATIONS & STAFFING | OFFICER FIREFIGHTER/PARAMEDIC

### STATION 1

321 S. Buesching Road  
Lake Zurich, IL 60047

#### APPARATUS & STAFFING BATTALION 32



### STATION 2

350 W. Highway 22  
North Barrington, IL 60010

#### APPARATUS & STAFFING

ENGINE 322  
AMBULANCE 322



### STATION 3

1075 Old McHenry Road  
Lake Zurich, IL 60047

#### APPARATUS & STAFFING

ENGINE 323  
AMBULANCE 323



### STATION 4

21970 Field Pkwy  
Deer Park, IL 60010

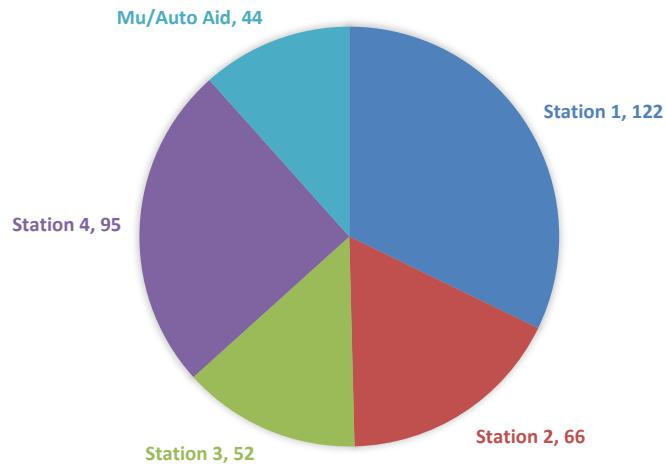
#### APPARATUS & STAFFING

ENGINE 324  
AMBULANCE 324



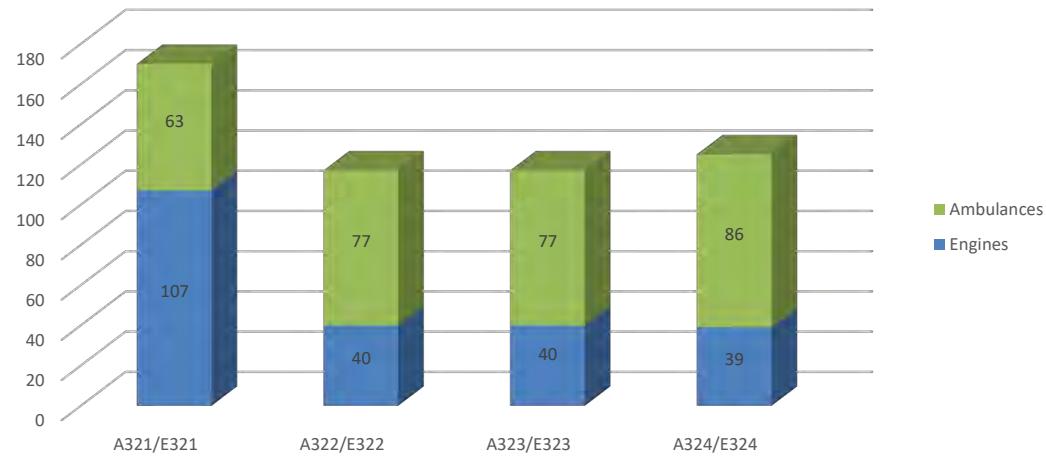
The graph below represents the percentage of calls by each station and mutual/auto aid for July 2021. The chart does **not** represent the station that responded as the primary resource to the area – it means where the call originated. Station 1 is historically the busiest district.

### ORIGIN OF CALLS - JULY 2021

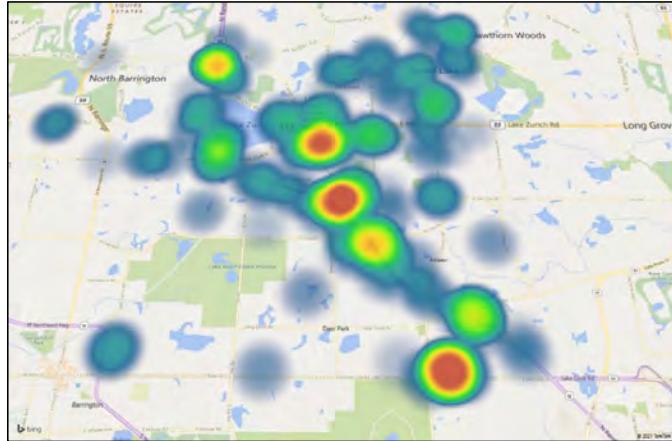


The graph below shows the responses by each unit – Ambulances & Engines – in July 2021.

### Total Unit Responses - Ambulances & Engines



The following graphic is a visual representation of call distribution for July. As visually displayed, the assisted living/memory care facilities are a large portion of our department calls and are consistently within the top ten locations responded to each month. We frequently respond to doctor offices and health clinics, along with automobile accidents near the Route 12 corridor.

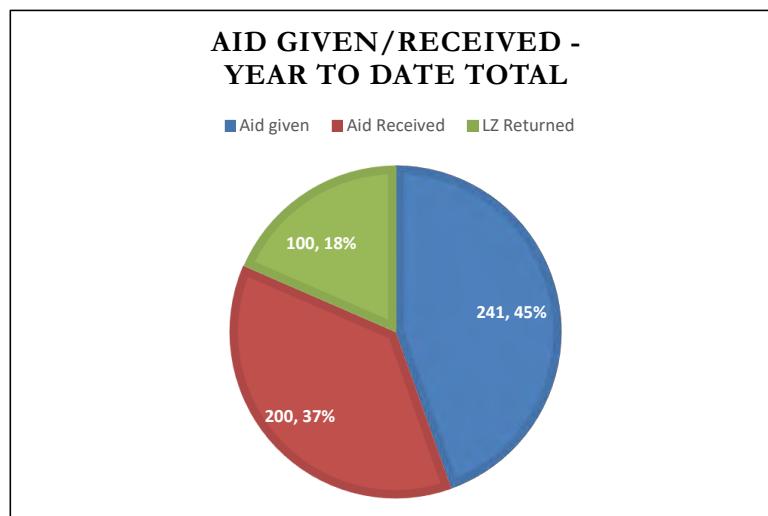


#### Frequent Call Locations:

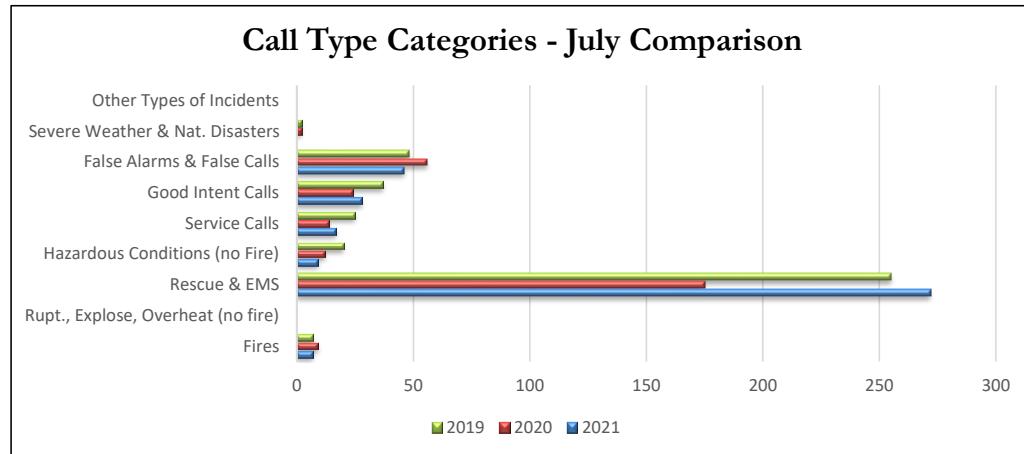
- 21840 Lake Cook Road – Deer Park Village Senior Living – 24 responses
- 795 N. Rand Road – Azpira Place of Lake Zurich – 20 responses
- 900 S. Rand Road – Lexington Health Care Center of Lake Zurich – 12 responses
- 21481 N. Rand Road – Northwest Community Healthcare – 11 responses
- 555 America Court – The Auberge at Lake Zurich – 4 responses

#### Mutual/Auto Aid Response Year to Date –

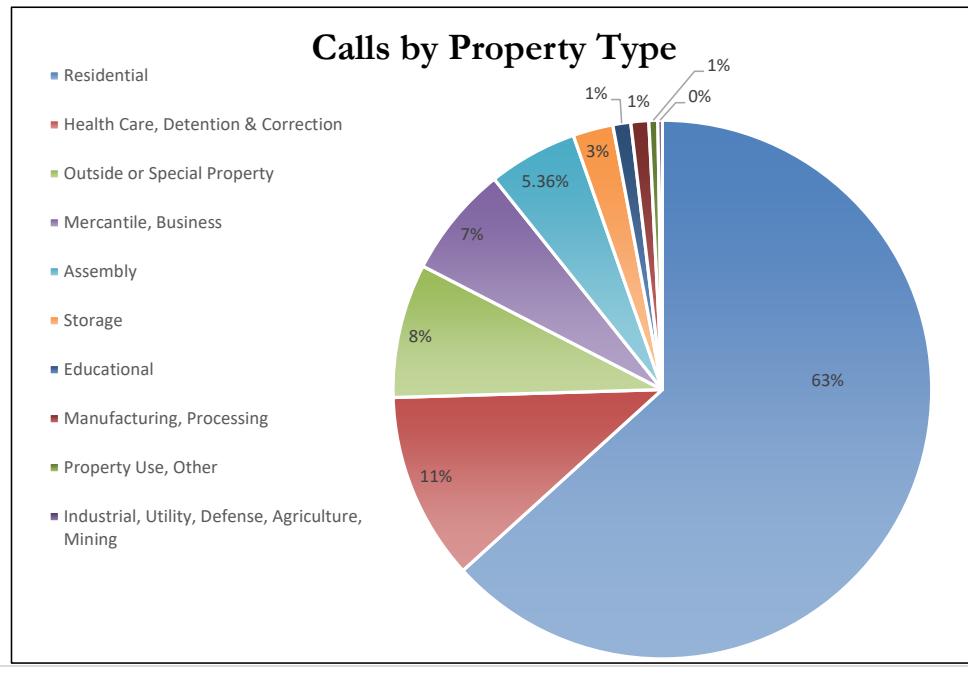
The mutual aid agreements are designed not to overburden any one agency and are looked at carefully for any necessary adjustments. Run cards for the Department have changed, and our partners are responding to assist us more often. In July, we responded to **44 mutual aid calls and returned 25 times** before our arrival. The chart to the right shows YTD Aid Given/Received and how many times LZ returned before their arrival. Many of our response incidents do not require intervention from the LZPD 911 center through automated dispatching and resource sharing. They are entirely handled by the agency requesting our response — direct cost savings to our budget and an added benefit of the automated dispatch system.



All calls we code as a department within the National Fire Incident Reporting System (NFIRS). The codes all relate to the text categories noted in the chart below. As indicated below, you will see across the three years that the trends remain mostly the same. Rescue and EMS incidents account for most calls we respond to and continue to increase, as indicated below.

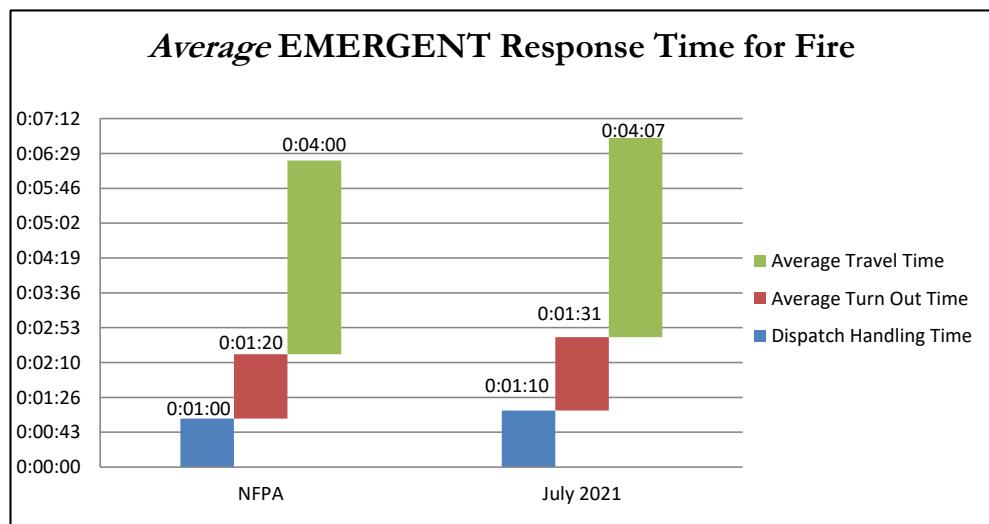
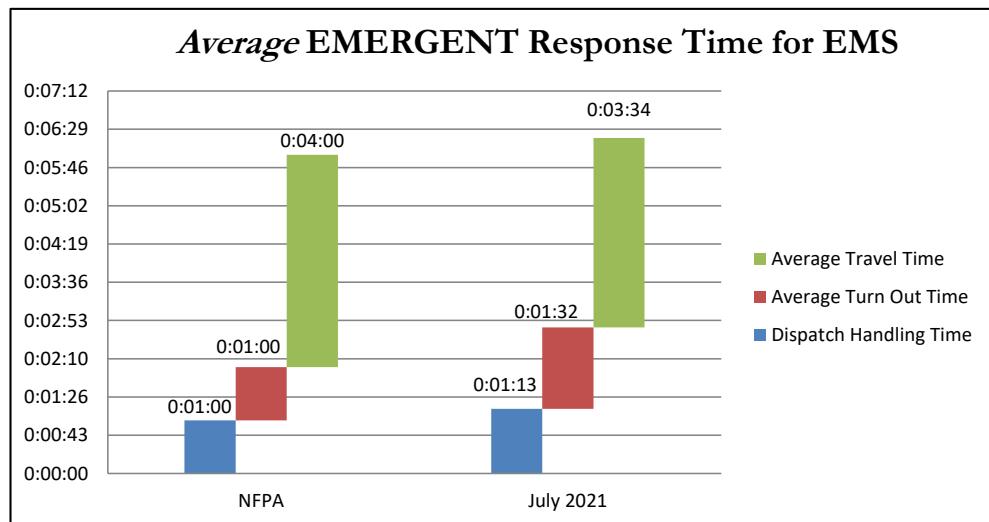


As previously mentioned, there is a national standard for coding the type of property use. How is this relevant? We see trends in various types of occupancies and use them to determine our service demand. For example, the healthcare category would increase if additional assisted living or nursing homes were open. As shown below, we continue to respond to Residential Properties more than any other (63%), and Health Care/Detention was second with (11%) of all calls.



Response time includes three key factors: dispatch handling time, turnout time, and travel time. Dispatch handling time is the time for dispatch to take in information and then dispatch personnel. The turnout time is when the crews receive the call to the time they get into the vehicles and hit the enroute button. Travel time reflects the time from en route to the time they arrive at the incident scene. Construction, speed limits, weather, and train traffic can impact response times. The overall goal for arrival at an emergency fire call is a total of 6 minutes and 20 seconds from the time of notification until the first unit arrives on the scene. For a response to an EMS incident, this time is 6 minutes.

The following two graphs compare the average emergency response times for both Fire and EMS calls within our first arriving unit's primary response area. These times will vary based in part on the first responding unit's location, multiple calls, weather, time of day, and traffic conditions. \*Dispatch handle times have increased after switching to the new CAD system and delays caused by processing an alarm. The ETSB and Infor continue to work on the issue.



## **Training Division**

During July, we completed the following shift training:

**1<sup>st</sup> Quarter Intubations** – Quarterly, all paramedics are required by Northwest Community Hospital to training on advanced airways procedures.

**EMS Continuing Education** – Paramedics attended Ems continuing education covering Acute & Chronic Nero/Stroke.

**EMS Refusals and Invalid Assists** – Paramedics completed a mandatory review of Northwest Community EMS System Policy, Procedures, and Documentation for refusals and patient assists.

**Solar System Fire Safety** – Department members, completed training on the 6 steps to safely extinguish a fire involving solar energy systems.

**After Action Review** – We will review calls regularly to see what went right, what, if anything, needs improvement, and what changes we can make to improve the outcome. This month we reviewed a call involving a cardiac arrest response.

**Capnography Review** – Capnography is a tool we use on our cardiac monitors to determine O2 and CO2 levels in patients' blood. Paramedics complete a review of the procedures involved in obtaining a capnography reading and interpreting the reading for patient care.

**Ropes, Knots, and Hoisting** – Crews reviewed the construction and use of fire department ropes, practiced tying all essential knots, and hoisting equipment to elevated areas using rope and the proper knot for the situation.

**Ladder Raises and Firefighter/Occupant Rescue** – Crews practiced proper ladder raises and performing the rescue of injured firefighters or occupants from the upper floors of a building using ropes and ladders.

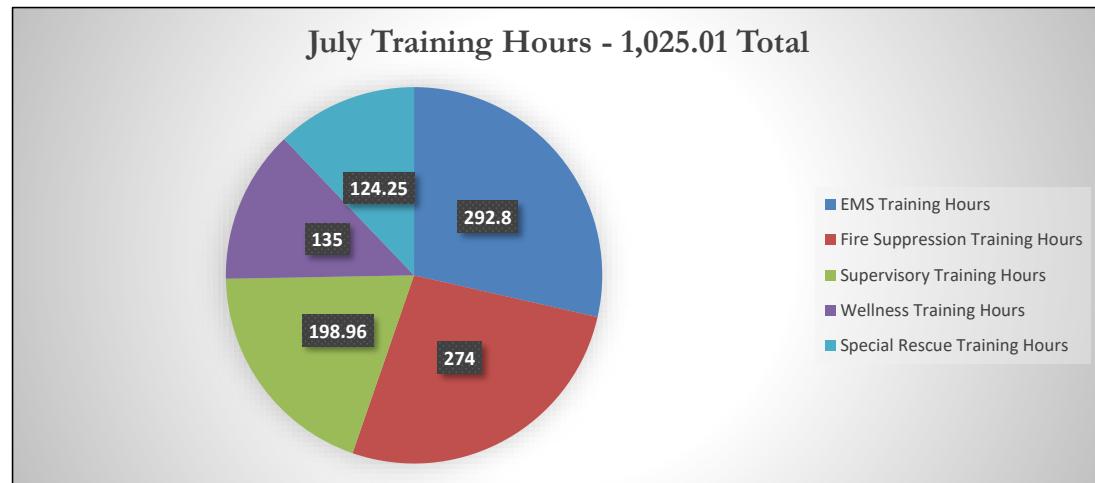
**Health Insurance Portability and Accountability Act Violations** – Paramedics completed a mandatory review of the legal aspects of HIPAA violations and the procedures to follow to prevent violations.

**AT&T Walkthrough** – Crews completed a walkthrough and preplanning of the AT&T Facility located on Main Street.

**First Due Size-up** – Using simulation software, officers responded to structure fire situations, completed a size-up, and assigned crews based on the conditions at each fire. Tactics and strategies were discussed by the crews that best applied to each fire.

**Weekly Equipment Review** – Weekly crews review department equipment and ensure they can operate it properly and effectively.

**Gas Monitor Training** – An outside instructor from AFC International reviewed proper startup, calibration, and safety of the monitors used during CO calls, gas leaks, and hazmat responses.



### Fire Prevention Bureau Division

The Lake Zurich Fire Department and Fire Prevention Bureau took part in three firework shows on July 2, July 3, and July 4. Thousands of people came out to enjoy these events. The Fire Prevention Bureau logged more than 30 hours of extra time working on these three events. (Pictured right)



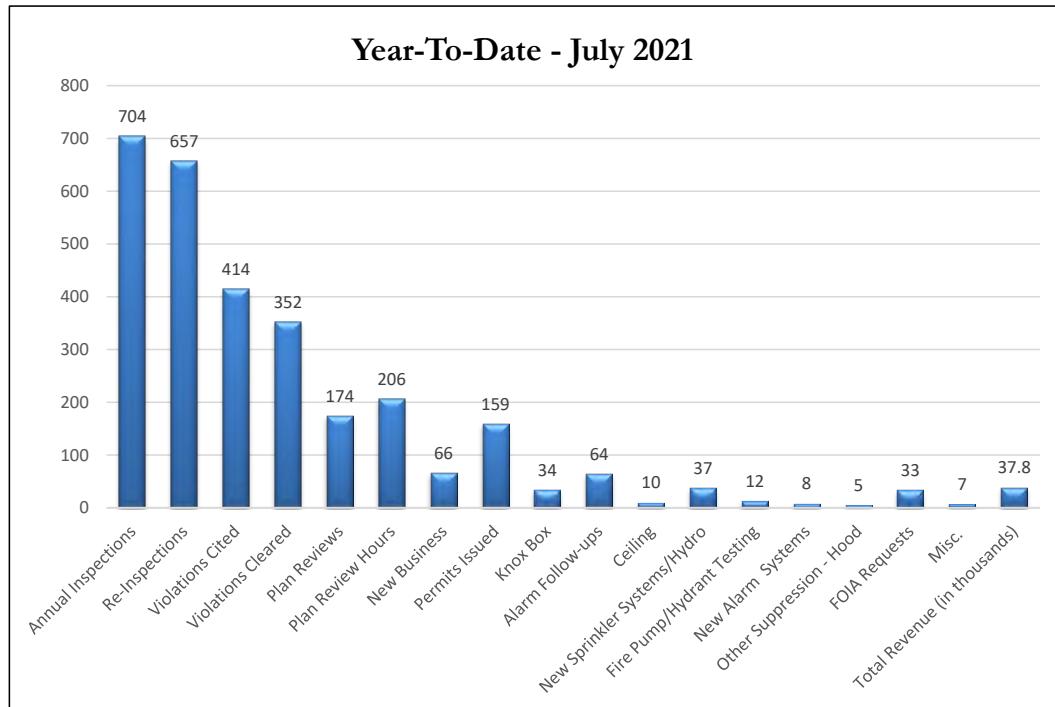
As our housing market heats up, so do our inspection numbers. Each home has at least two inspections on the residential fire sprinkler system to ensure its reliability when it is needed. Other trades can cause problems when placing their product on the sprinkler pipe. (Pictured left)

Every Wednesday evening and the last Friday of each summer month, the Fire Prevention Bureau has conducted inspections on the various food trucks at the new Lake Zurich downtown events. This has been a fun and productive event as numerous fire safety issues have been discovered on some food trucks.

Pictured left is Fire Prevention Specialist, Bob Kleinheinz, conducting one of these food trucks inspections.

## JULY FIRE PREVENTION ACTIVITIES

- Fireworks meetings with the vendor:
  - Hawthorn Woods Country Club
  - Village of Hawthorn Woods
  - Village of Lake Zurich
- Three Fireworks shows – 36 hours
- District 95 safety team meeting with Police and District 95 staff
- Police Department fire drill
- Alpine Days inspections – 2 days – 4 hours total
- Food Truck inspections at lakefront social events
- Construction meeting
  - Life Time Fitness – weekly and specials
  - G2 Revolution
  - Lake Zurich High School
- NIFIA Board and General meetings
- Fire Department staff meetings





# PARKS & RECREATION DEPARTMENT

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## MONTHLY INFORMATION REPORT

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**July 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

### Departmental Narrative

The department continues to operate the weekly Farmers Market on Fridays from 3-7pm at Paulus Park thru Friday, September 10<sup>th</sup>, planning a two-week extension of the market until the end of September with a handful of staple food vendors. Thank you again to our sponsors Lake Zurich Tire and Auto Inc., Stephanie Seplowin, Coldwell Banker, and Compeer. The first Movies in the Park free event was held on Friday, July 16<sup>th</sup> bringing out approximately 100 people to watch Frozen 2. The Movies event is planned for Friday, August 20<sup>th</sup> at 8:30pm showing Toy Story 4 at Paulus Park. The July 30<sup>th</sup> Groove Grove featured the Gritland Band, 7 artisans and 2 food trucks, Huntley's Tacos Locos and Cookies with Flavor. The event brought out approximately 200-300 people to enjoy the lakeside event which was a bit smaller than the June event due to conflict local offerings. The next Groove Grove is scheduled for Friday, August 27<sup>th</sup> from 5-8pm. Make sure to check out the updated on featured food trucks, band and artisans at <https://lakezurich.org/750/Summer-on-Main-Street---Groove-Grove>

The department is continuing to work with the Mayor's Office and Rock the Block subcommittee to finalize food vendors and begin promotions for the event this year to be held on Saturday, September 11<sup>th</sup> on Main Street. The event will feature 3 live bands, LAVA Rock, Libido Funk Circus and Bella Cain, approximately 20 food trucks/vendors and adult beverages. The Miracle on Main Street event committee is set to begin meeting for the Saturday, December 4<sup>th</sup> event planning in August. Park and Recreation Advisory Board member Cathy Malloy is working with the department to offer a clothing drive at Paulus Park for the community. Due to COVID, many of the local nonprofit organizations had discontinued these offerings in 2021 and Cathy wanted to try to fill the gap. The drop off of new or gently used clothes as well as the collection/sorting for this event takes place the week of August 23rd (M-F) 10 am-2 pm and the morning of the event, Saturday, August 28th from 8-10 am. The event will be open to the community on Saturday, August 28th from 12-4 pm. Volunteers are needed to help with the collection, sorting, stocking and greeting at the event (and week leading up to) so we are ready to help serve our community members in need. Volunteer opportunities for the Clothing Drive event can be found at <https://lakezurich.org/753/Clothing-Drive-2021>

Day Camp wrapped up the second four-week session at the end of July with 599 enrollments served by the program. All sessions for the second session were filled to capacity including Kamp Kiddie, Camp Alpine and Teen Camp. Openings are still available for the August week of Post Camp with the wrap up to the summer camp season on Friday, August 6<sup>th</sup>. Priority registration for our returning dancers for the Fall/Spring Dance Program began on Monday, July 26<sup>th</sup> (to be followed by resident registration on August 2<sup>nd</sup>) and brought out 260 dancers throughout the week to be part of the Academy of Performing Arts Program. The department is preparing for the Dancer Open House/Shoe Swap event at Buffalo Creek on Thursday, August 12<sup>th</sup> with the start of the Fall/Spring season after Labor Day.

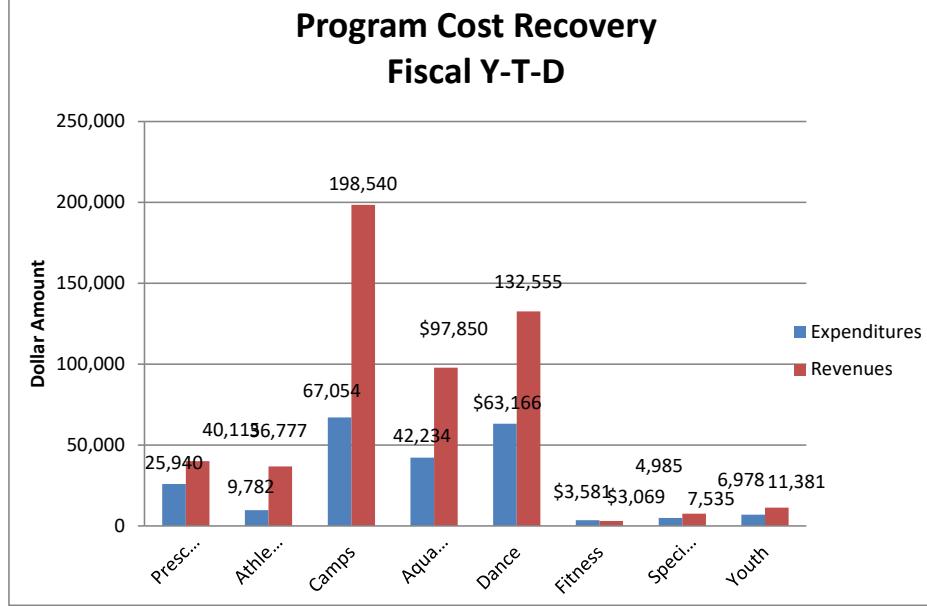
Beach operations will enter post season hours as of Monday, August 9<sup>th</sup> with the closing of Breezewald Beach (after August 8<sup>th</sup>). entered regular season hours as of June 7<sup>th</sup> at Paulus and Breezewald beaches. During the month of July, the beaches experienced no closures from Lake County Health Department, largely due to limited rain during the month. The department did experience frustration from beach goers during the month due to service animals on the water/in

the beach as well as goose fecal matter and seaweed along/on the beach. Public works and the aquatics team regularly were tasked with attempting to clear the seaweed and goose fecal matter, however, the department will begin exploring other options for the removal during the budget process.

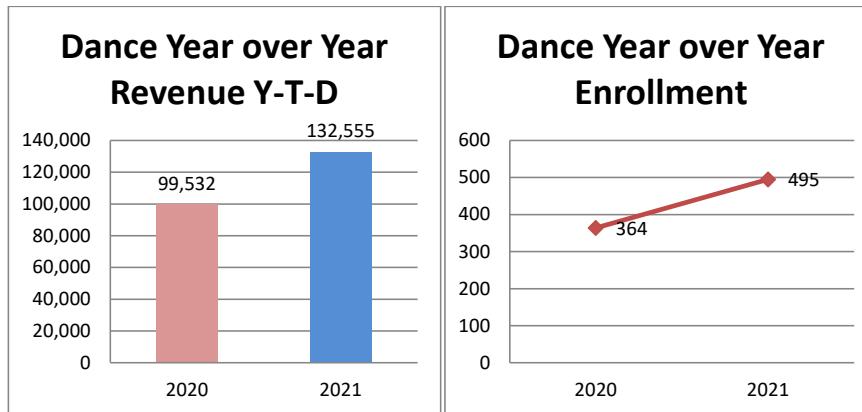
The Fall/Winter brochure to hit household later mid-July and featured local business, Touching Sky Meditation, that has partnered with the department through the Independent Contractor program. Other Lake Zurich businesses that are new partnerships but did not make it in time to be included in the brochure are Yin Yang Yoga and Crosskicks. With the dropping of the brochure to Lake Zurich households, registration for Yellow Brick Road Preschool has picked back up resulting in Just For Me, 3s and 4s filled to capacity at the Buffalo Creek location, 3 year old preschool at the Barn filled to capacity and 2 spaces remain in 4 year old preschool and 3 spaces remain in the 2 year old program at the Paulus Park Barn. Come January, the department will determine if there is additional interest to open up additional days for the Terrific 2's program.

The department is continuing to work with the Public Works team to complete a variety of projects: Barn renovation outstanding punch list items, Skatepark, and Heatherleigh Tennis/Pickleball Courts/Paulus Park Pickleball Court. The bids associated with the OSLAD projects were received by the Village on Thursday, July 22<sup>nd</sup>. All bids received were higher than the budgeted amount for the scope of the projects due to the current construction climate. Hitchcock Design Group, Director Brown and Director Caputo are planning a time to meet to further discuss the details of the lowest bidder as well as options moving forward. Hitchcock has reached out to the Village's IDNR rep to inquire about a possible extension on the deadline in the case that the Village was interested in going back out to bid later this year.

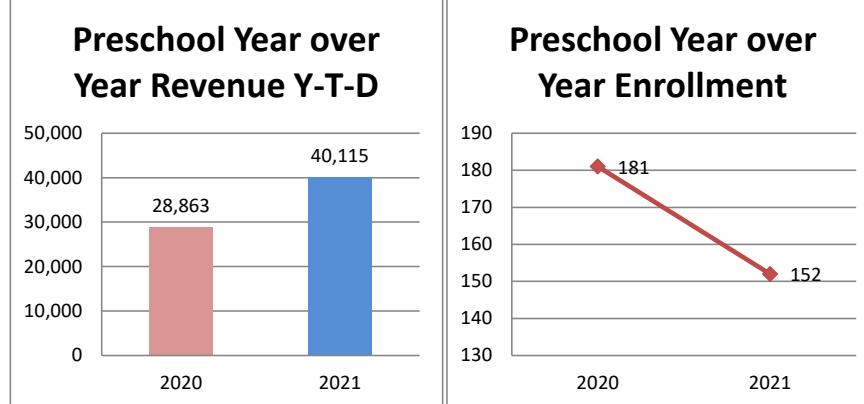
The department has received applications and Village Board approvals for the following external events to run on Village property for the remainder of FY21: Block A Food Truck Socials (Wednesdays June-Sept), Unplugged Fest (8/1), Lake Zurich Chamber of Commerce's Taste of the Towns (8/15), Boy Scout Overnight (8/21-8/22), Alpine Races (9/26), Jack O'Lantern World (entire month of October), Phase 3 Bushel of Apples Fest (10/2-10/3), and the Stephen Siller Tunnel to Towers 5K (10/3). The department will continue their collaboration with Ancient Oaks Foundation quarterly community events and the Ela Public Library partnership, new Storywalk available at Oak Ridge Nature Marsh featuring the title Little Blue Bridge and Kuechmann Arboretum featuring Little Red Fort as of August 9<sup>th</sup> thru September. Further details on both Village sponsored, external and internal events can be found in our seasonal program brochure, online or by contacting the department.



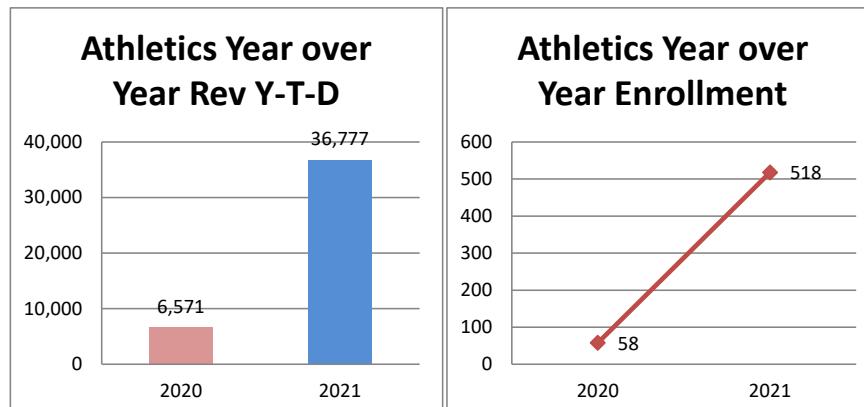
Dance expense show higher than rev as recital costume purchasing takes place in Jan/Feb (rev realized in July-Sept as part of the participant fee for the upcoming year). Additionally, we are still waiting on payroll for camp and aquatics to be updated; numbers only reflect one June payroll. Breakdown of camp and beach year over year rev/enrollment break downs not included below as Camp and Beach did not run in June of 2020.



Dance programs include Ballet/Tap, Pointe, Jazz, Company, Lyrical, Hip Hop, Mom & Me classes, etc. The Academy of Performing Arts also offers summer camp/class options. Summer enrollment has doubled over prior years.

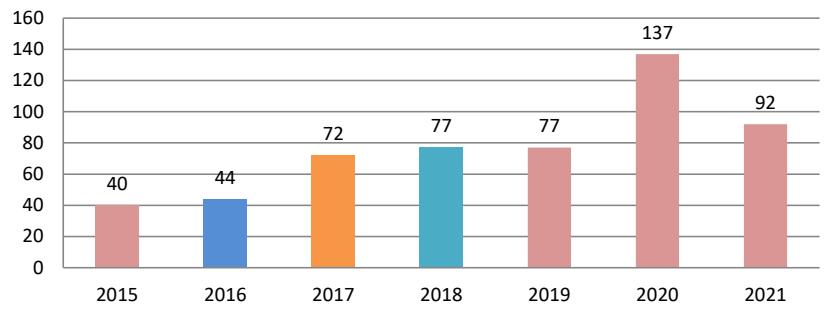


Preschool includes Terrific Twos, Just for Me Almost 3, Lunch Bunch and enrichment programs, Preschool (3yrs-4yrs). Classes in Winter/Spring 2020 operated daily in three locations: The Barn, St. Peter's Church and Buffalo Creek. Classes for 2021 were condensed to operate daily at 1 location due to lower enrollment: Buffalo Creek. Experienced over 50+ cancelations for preschool in August 2020 due to COVID with parent feedback conveying they intend to revisit participation as of the new year- Fall 2021.



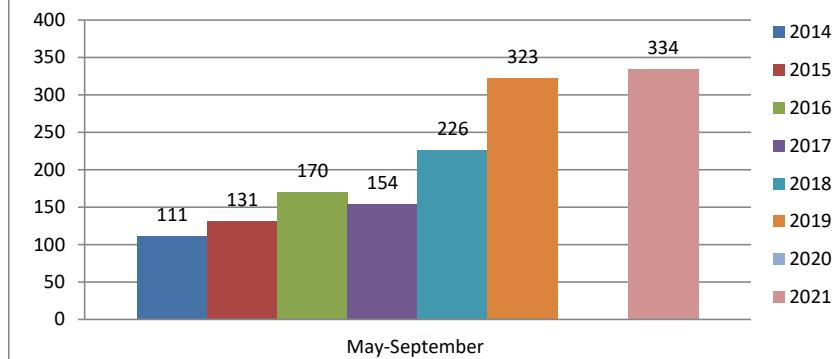
Athletic programs include the following independent contractors: tennis, tae kwon do, golf, soccer, horseback riding, agility training, and parent child sports.

### Non-motorized Boat Permits Year over Year

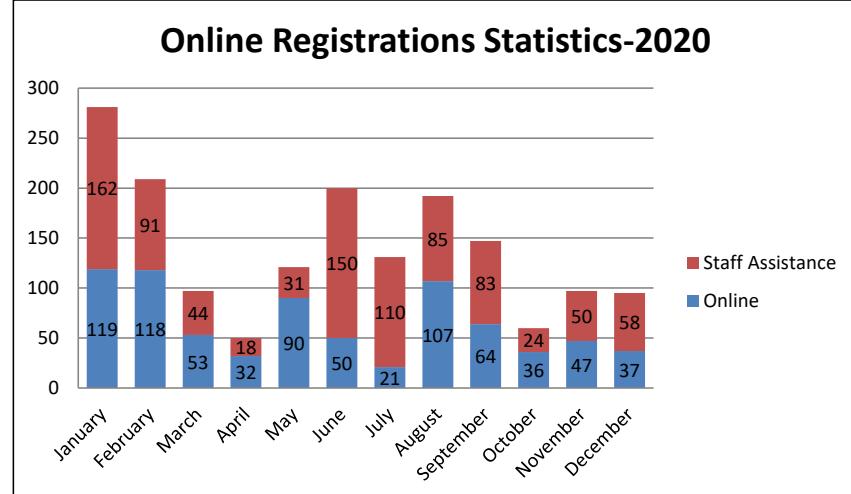


2021 numbers include both daily and seasonal nonmotorized craft permits; includes 41 daily permits and 51 season permits purchased.

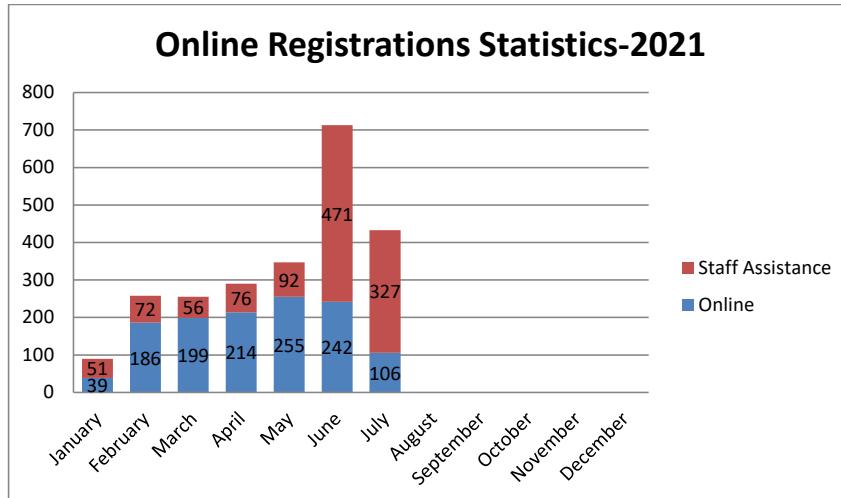
### Beach Seasonal Pass Sales



Beach pass sales are back up for the season. In 2018 the Paulus Park location underwent a beach expansion adding an addition 220 feet of shoreline to the facility. In addition, passes increased in 2019 due to the addition of the Wibit inflatables. In 2020, beach passes were eliminated due to COVID.



Online registration is available to all residents and non-residents enrolling in programs. Beach membership and facility rentals must be made in person at the Barn. Payments made at the beach are NOT included in these numbers. Registration has been handled during this time solely by the Rec Director and Supervisors; guest service associates have been furloughed since early April 2020. Numbers do not include processing for refunds, credits, POS and rentals.





# POLICE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**JULY 2021**

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HIGHLIGHTING DATA METRICS  
TO IDENTIFY OPERATIONAL TRENDS  
AND  
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

## Departmental Narrative

### **General**

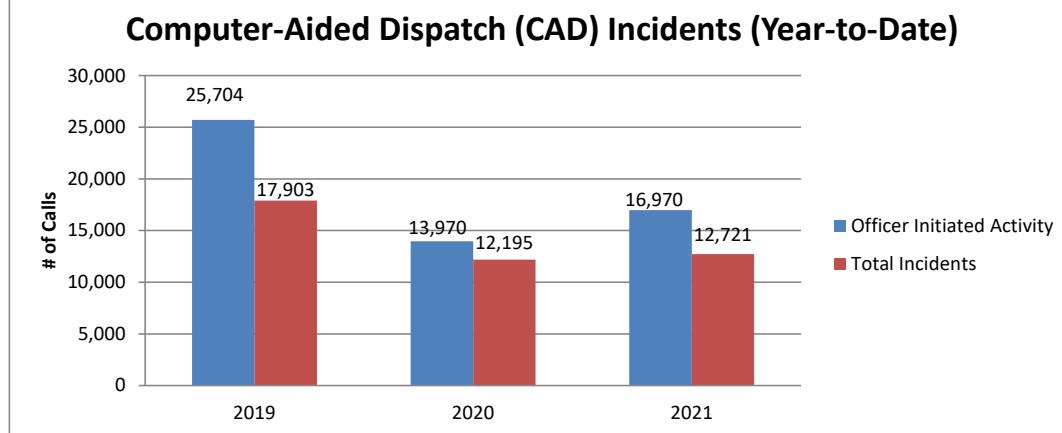
- Lake Zurich ranked #43 on the municipal list of the Alliance Against Intoxicated Motorists (AAIM) 2020 DUI rankings with 73 arrests. We were ranked #6 in Lake County behind Waukegan, Mundelein, Gurnee, Highland Park, and Barrington. Our arrest rate was 2.52 DUI arrests per officer. Of those five Lake County police departments with higher DUI attest totals, only Barrington had a higher arrest per officer rate.
- The Police Department processed 21 Freedom of Information requests this month.
- \$675 in overweight truck permit fees were received during the month of July.
- The Department participated in IDOT's Independence Day traffic grant. 72 hours were worked as part of the grant. The grant yielded the following results: 48 seat belt citations, 10 speeding citations, 13 distracted driving citations, 2 DUI arrests, 1 other arrest, and 12 other citations.
- A department child safety seat event has been set for Saturday, August 28<sup>th</sup>, in the parking lot of Target (555 South Rand Road). Details will be publicized throughout the month.
- Annual crossing guard training took place on July 30th. The Division added one new crossing guard for this year, and all crossings are now fully staffed.

### **Patrol and Communications**

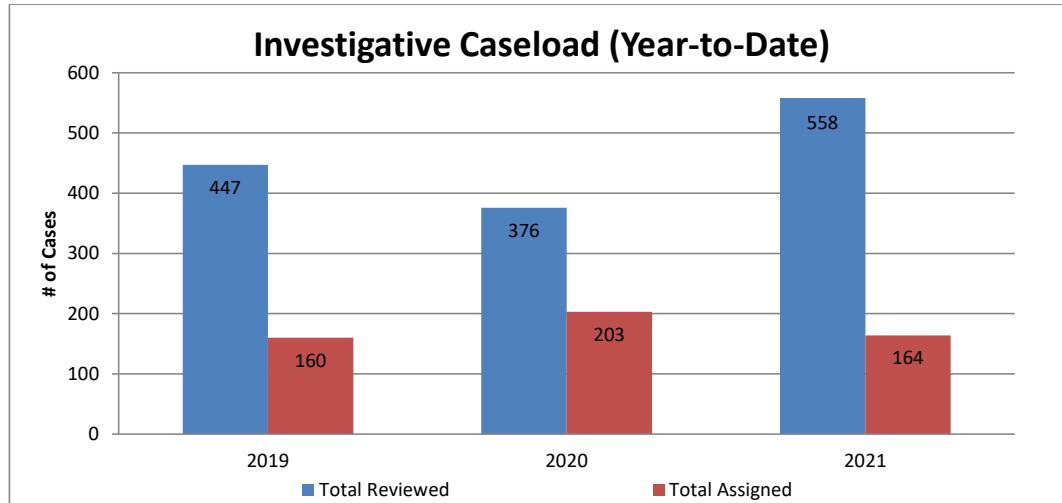
- Year-to-date, officers have conducted 2242 traffic stops and issued 1133 traffic citations.
- During July, Dispatch handled 2011 9-1-1 calls and 5277 administrative calls.
- Three child safety seat inspections were completed in July.
- Twelve officers completed two hours each of scenario-based MILO use of force training which covered de-escalation tactics and rules of the new Safe-T Act. The remaining officers will receive the training in August. All sworn officers are “compliant” in required training mandates within the Illinois Law Enforcement Training and Standards Board (ILETSB) document interchange portal.
- Patrol personnel monitored the weekly food truck and Groove Grove events at Block A and did not report any issues.

### **Investigations**

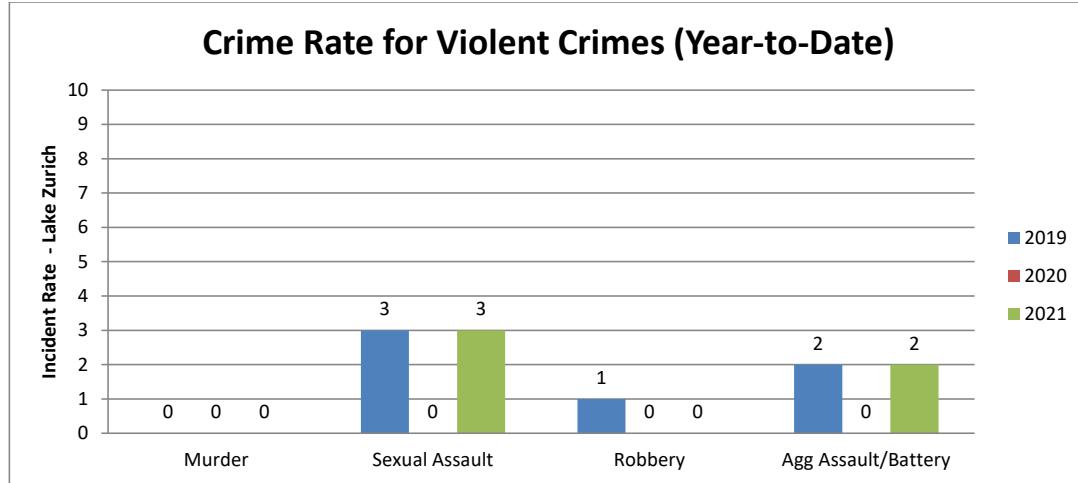
- The Criminal Investigations Division is currently investigating 71 cases, averaging 18 cases per detective. Of the 71 cases, 11 have been sent to the Lake County State's Attorney's Office (LCSAO) to obtain arrest warrants for identified suspects.
- 21 solicitation permit requests were received and approved in July.
- Officer Lonski responded as an evidence technician to a Lake County Major Crime Task Force callout in North Chicago. Detective Pilaski responded two days later for a follow up investigation.
- There was one NIPAS Mobile Field Force callout in Crystal Lake when President Biden was visiting McHenry County College. NIPAS Mobile Field Force was utilized as extra security if needed.



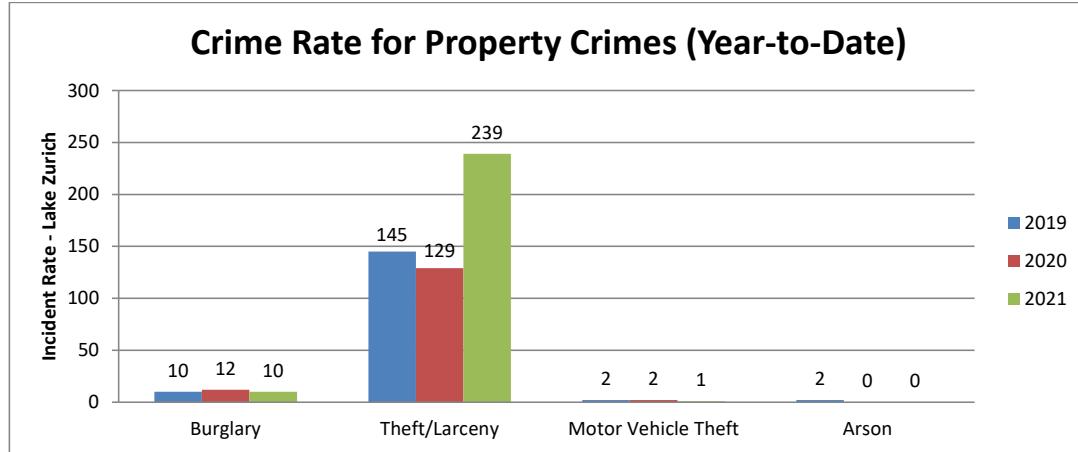
Officer initiated activity includes; DUI Arrests, Vehicle Violation Citations, Non-Vehicle Violation Citations, Driving while License Suspended/Revoked, Crime Prevention Notices, Criminal Arrests, Traffic Citations, Traffic Stops, Extra Watches conducted, and Zero Tolerance enforcement. Total incidents are all CAD incidents. Frontline data, including vacation watches and directed patrols, are now listed under officer-initiated activity and are no longer CAD incidents.



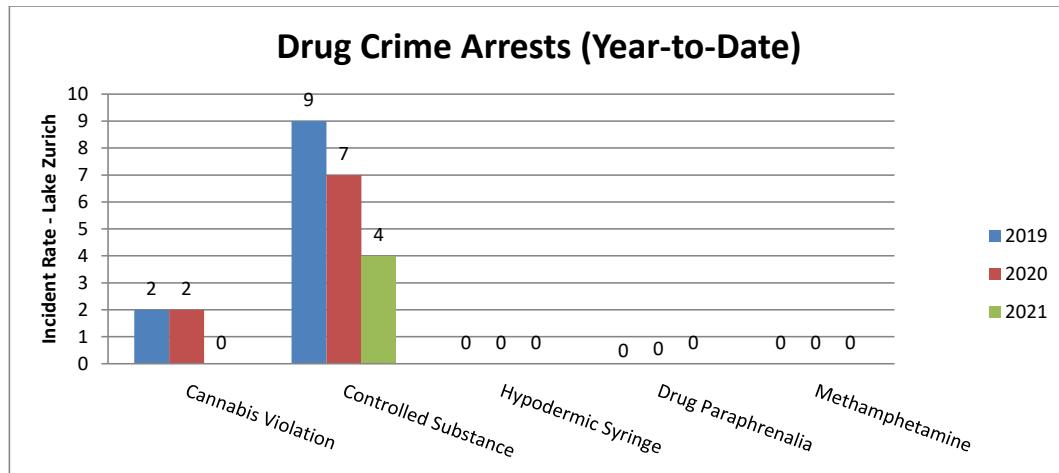
Original criminal reports, generally taken by Patrol section personnel, are reviewed by the Investigations Commander and assigned to Investigative personnel based on Solvability Factors.



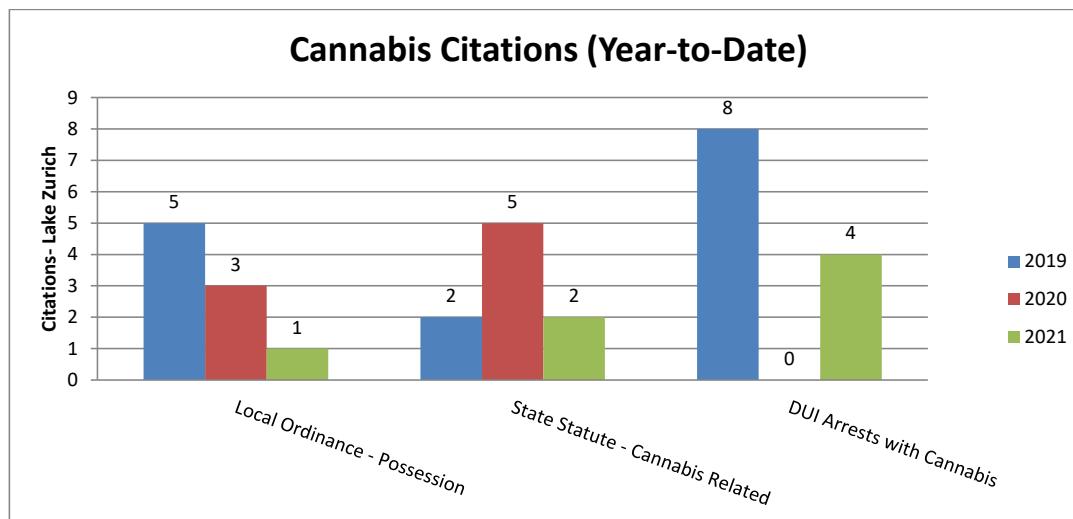
The Federal Bureau of Investigation requires four different Crimes against Persons offenses be reported for statistical purposes based on identified criteria. This information is provided to the Illinois State Police (Illinois Uniform Crime Report (I-UCR)) and passed through to the FBI. Generally, this information is converted to incidents per 100,000, although the actual numbers are used for this report.



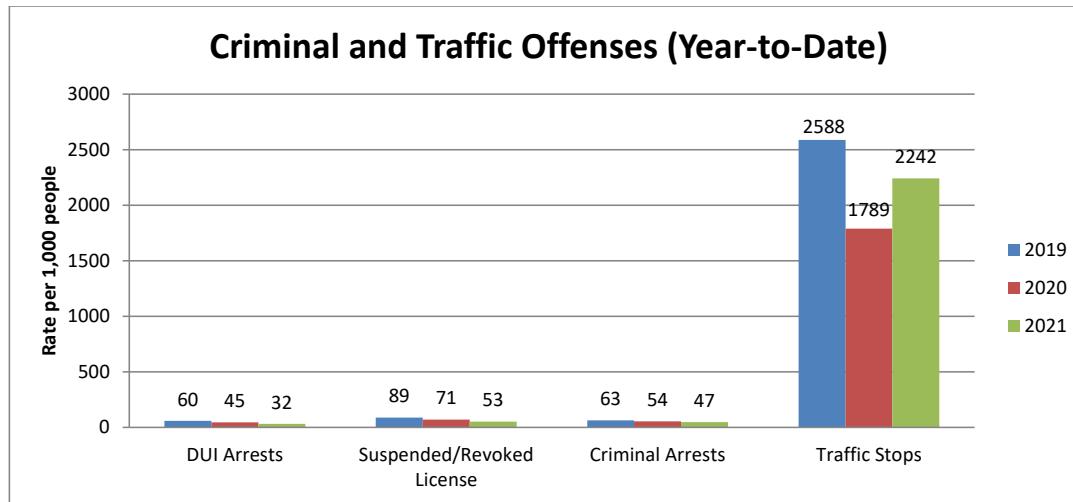
This information is provided to the Federal Bureau of Investigation via the Illinois State Police. Crime in Illinois provides crime information throughout Illinois. More information about this can be found at the Illinois State Police website: (<http://www.isp.state.il.us/crime/ucrhome.cfm>). The high rate of thefts include identity theft reports involving the IDES scam.



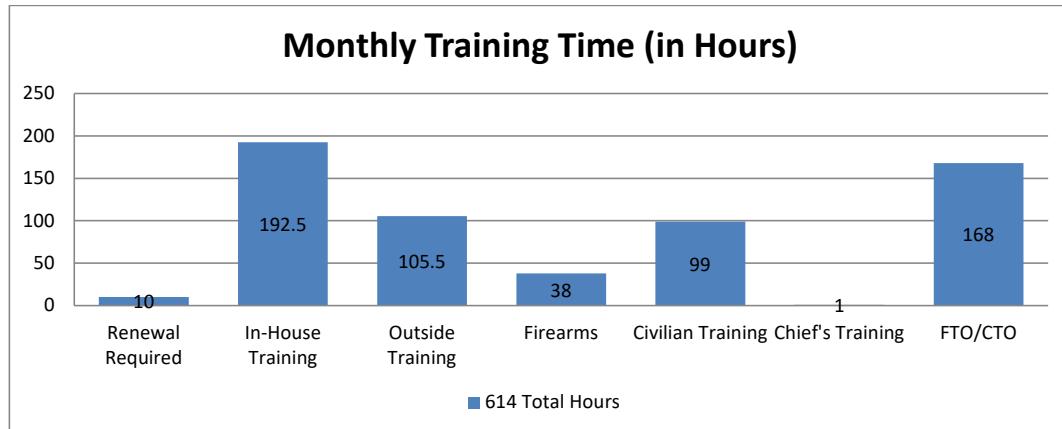
The Department is required to report Drug Crime Arrests to the Illinois State Police. The violations reported are related to the Cannabis Control Act, Controlled Substances Act, Hypodermic Syringe Act, Drug Paraphrenalia Act, and the Methamphetamine Act.



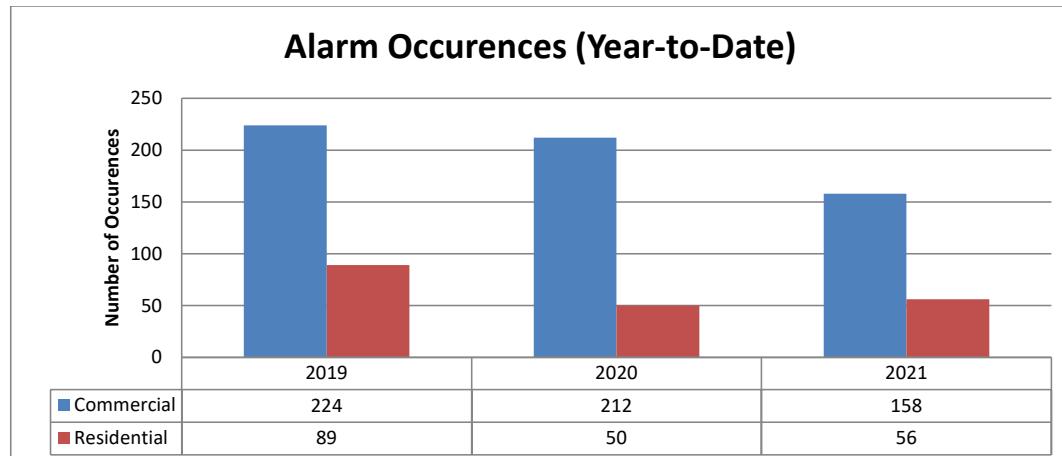
Illinois passed new cannabis rules and regulations that went into effect on January 1, 2020. Information was gathered from previous years to compare what effect the new laws have made on cannabis citations. These citations include local ordinance cannabis possession citations, state statute cannabis related citations (includes possession, delivery, paraphernalia, and DUI), and DUI arrests with cannabis as the primary or contributing factor.



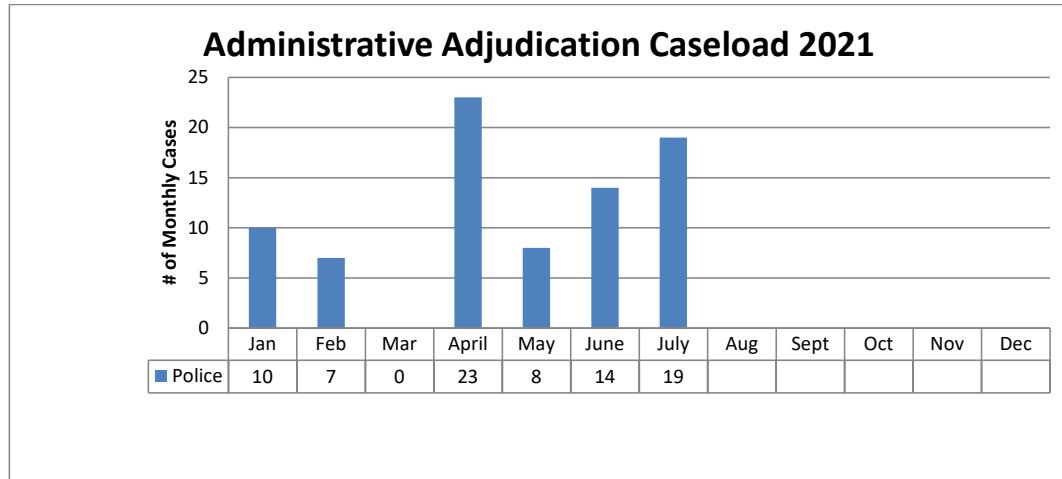
Information depicted in this graph relates to Driving Under the Influence of Alcohol/Drug arrests, Driving while Driver's License Suspended/Revoked arrests, various criminal arrests (Domestic Battery, Retail Theft, Drug Offenses, etc.), and traffic stops conducted by Department personnel.



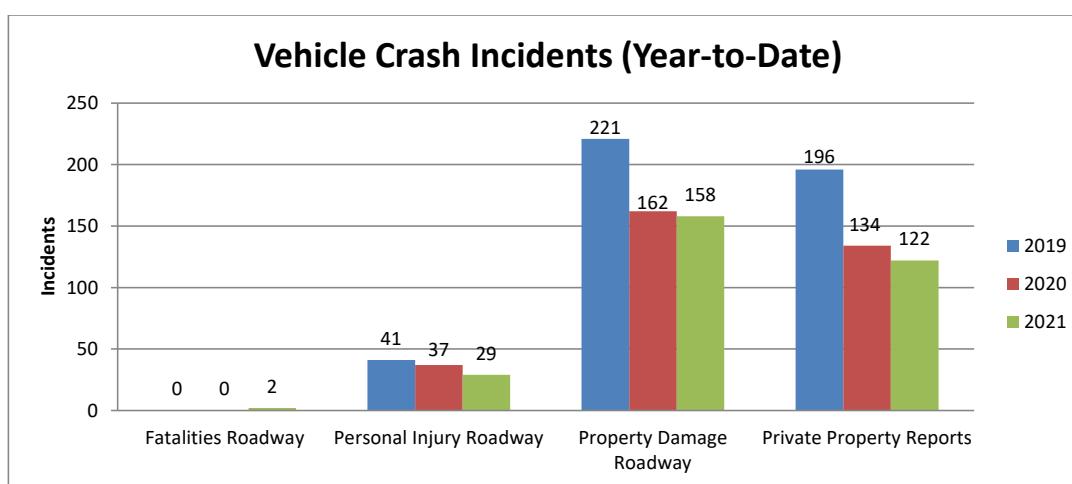
Training is an important element to maintain or improve skills/knowledge/ability.



The Crime Prevention/Community Relations function monitors the number of alarms to which Patrol personnel respond – many of the alarms are false.



The Administrative Adjudication process was originally put in place to address automated traffic enforcement citations. This program has been expanded to review vehicle equipment compliance citations, administrative tows, and parking citations.



The Department conducts traffic crash investigations on both public roadways and private property (primarily parking lots). The traffic crashes are broken down into four categories: fatal, personal injury, property damage, and private property. Routine traffic crashes are taken by Patrol personnel. Traffic Safety personnel investigate fatal, serious personal injury, and commercial motor vehicles.

### Red Light Camera Violations and Accidents (Year-to-Date)

2021	Red Light Violations		Adjudication for Red Light Violations				Accidents at Red Light Intersections		
	Citations	Net Received	Hearings	Liable	Not Liable	Non-Suit	12/ Miller Road	12/ Route 22	12/ June Terrace
January	266	\$12,270.00	4	4	0	0	1	1	1
February	121	\$17,220.00	3	2	0	1	1	2	1
March	159	\$7790.00	0	0	0	0	0	2	0
April	116	\$10,040.00	13	9	4	0	0	4	2
May	155	\$7700.00	3	2	0	0	0	2	2
June	189	\$7480.00	2	1	0	0	2	3	2
July	140	\$9150.00	6	2	3	0	0	1	0
August									
September									
October									
November									
December									
Total	1146	\$71,650.00	31	7	4	1	4	15	8

Information depicted in this chart relates to red light camera violations, adjudication (court) for those contesting their violation, and accidents that have occurred at intersections with red light cameras.