



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

May 16, 2022
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

MAY 16, 2022
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 up to 5 minutes per speaker.

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

A. Oaths of Office for Fire Department Promotions

*Captain Benny Yee

*Lieutenant Shaun Stapleton

B. Mayoral Proclamations

*Designating May 15 -- 21, 2022 as Emergency Medical Services Week

*Designating May 15 - 21, 2022 as National Public Works Week

*Designating May 21 -- 27, 2022 as National Safe Boating Week

*Designating May 2022 as Mental Health Awareness Month

6. CONSENT AGENDA

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

A. Approval of Minutes of the Village Board Meeting, April 18, 2022

Attachment: [6a.pdf](#)

B. Ratification of Semi-Monthly Warrant Register Dated May 2, 2022 Totaling \$1,159,460.51

Attachment: [6b.pdf](#)

C. Approval of Semi-Monthly Warrant Register Dated May 16, 2022 Totaling \$844,585.18

Attachment: [6c.pdf](#)

D. Ordinance Granting a Zoning Variation for a Swimming Pool at 305 Knox Park Road (Assign Ord. # 2022-05-462)

Summary: The owners of 305 Knox Park Road have filed a zoning application seeking a variation from the minimum 23-foot rear yard setback requirement that exists for pools in the Village's R-5 Residential District. The proposed pool would be 13-feet from the rear yard lot line upon installation. The Planning and Zoning Commission held a Public Hearing on April 20, 2022 to consider this application, voting 4-0 in favor of approval.

Attachment: [6d.pdf](#)

E. Ordinance Granting a Zoning Variation from Lake Protection District Standards for a Pier at 100 South Shore Lane (Assign Ord. # 2022-05-463)

Summary: The Association of South Shore Lane has filed a zoning application seeking a variation from the Permitted Uses of the Lake Protection Zoning District in order to reconstruct a pier and dock at 100 South Shore Lane. The Lake Protection District is an overlay district that is superimposed on all properties with frontage along the lake and provides for regulations for the construction of piers.

The proposed pier will project 8 feet farther into the lake than the current pier. The Planning and Zoning Commission held a Public Hearing on April 20, 2022 to consider this application, voting 4-0 in favor of approval.

Attachment: [6e.pdf](#)

F. Ordinance Granting a Zoning Variation from Lake Protection District Standards for a Pier and Kayak Launch at Paulus Park, 200 South Rand Road (Assign Ord. # 2022-05-464)

Summary: The Village of Lake Zurich is seeking a variation from the Permitted Uses of the Lake Protection Zoning District in order to construct a new pier and new kayak launch at Paulus Park at 200 South Rand Road. The Lake Protection District is an overlay district that is superimposed on all properties with frontage along the lake and provides for regulations for the construction of piers.

The new fishing pier and floating dock will be placed on the southeastern shoreline of the park, constructed with a total area of 500 square feet and a maximum of 8 feet in width at the widest point. The kayak launch will be located at the northern shoreline of the park, constructed with a total area of 440 square feet and a maximum of 16 feet in width at the widest point.

The two structures exceed the 200-square foot maximum area and the 4-foot maximum width requirements for "piers" set forth by the overlay district, which does not include any distinctions for the type of structures to be installed by the Village. The new fishing pier and the kayak launch otherwise comply with all of the applicable overlay district regulations. The new structures are ADA accessible and will replace existing nonconforming piers that predate the current code requirements. The Planning and Zoning Commission held a Public Hearing on April 20, 2022 to consider this application, voting 4-0 in favor of approval.

Attachment: [6f.pdf](#)

G. Agreement with Chicagoland Paving Contractors for Street Patching Program in the Amount Not-to-Exceed \$100,000

Summary: The FY 2022 budget includes \$100,000 in the Non-Home Rule Sales Tax Fund for the annual pavement patching program. The Village has historically participated in a cooperative bid arrangement through the Lake County Municipal League. On April 5, 2022, the Municipal League approved another one-year extension per the previously approved contract from April 21, 2020 with 10% increases on all unit prices since then.

Attachment: [6g.pdf](#)

H. Intergovernmental Agreement for the Collaborative Use of the Lake County Law Enforcement Records Management System

Summary: Since April 2015, the Village of Lake Zurich has hosted and led a multi-agency records management consortium using the Tyler Technology Police Records Management System. In 2017, Lake County initiated a public safety study to identify cost efficiencies and service effectiveness through consolidation of delivery systems. A follow-up study in late 2019 resulted in shared momentum among partner agencies to plan for a county-wide consolidation of dispatch services into a purpose-built facility to serve Lake County as a whole.

The first practical application of potential dispatch consolidation was initiated by the Lake County Sheriff and Lake County ETSB in purchasing public safety software, from Tyler Technology to be used county-wide and shared collaboratively among Lake County agencies. The software offering is a comprehensive suite that includes mobile ticketing with paperless upload to County Courts, an approach that included in the Village's Community Investment Plan (CIP) for future implementation.

Staff is requesting permission to dissolve the existing RMS consortium, join the Lake County Sheriff Collaborative Use RMS and for staff to negotiate costs and sign necessary agreements for this transition. Lake Zurich's share of the one-time migration fee will be \$2,600, which will include retaining information collected since 2015. Annual maintenance fees are projected to be equivalent to or less than the Village's current carrying costs of \$24,000, which will be included in the FY 2023 budget.

Attachment: [6h.pdf](#)

I. Affiliate and Lease Agreement with Lake Zurich Baseball and Softball Association

Summary: The Village has a long-standing agreement with the Lake Zurich Baseball and Softball Association regarding the use of Village-owned fields and amenities. The existing agreement expires at the end of 2022. The proposed renewed agreements cover facility use, landscaping, concessions stand operations, garbage collection, risk liability, and other topics at Staples, Hunters Creek, Chestnut Corner, Braemar, and Wicklow baseball fields.

7. NEW BUSINESS

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

A. Agreement with Chicagoland Paving for North Old Rand Road On-Street Parking Improvements in the Amount Not-to-Exceed \$150,000 (Trustee Spaccone)

Summary: In an effort to provide additional parking for the Main Street District, the 2022 Village budget includes \$150,000 in the Capital Projects Fund for the construction of on-street parking improvements on the west side of North Old Rand Road in front of Breezewald Park. A bid opening on April 25, 2022 yielded two bids, with the lowest responsible bid received from Chicagoland Paving of Lake Zurich. The requested authorization of \$150,000 includes the base bid amount of \$120,743.29 plus engineering and contingency funds.

In addition to the 16 on-street angled parking spaces, new sidewalks would be installed adjacent to the parking spaces that would provide connections to the existing walking paths in Breezewald Park. The pedestrian crossing at Forest Avenue would also be upgraded with ADA landings and a Rectangular Rapid Flashing Beacon to enhance pedestrian safety crossing at that location.

Recommended Action: A motion to approve an agreement with Chicagoland Paving for North Old Rand Road On-Street Parking Improvements in the Amount Not-to-Exceed \$150,000.

B. Resolution of Intent to Utilize Tax Increment Financing to Improve Deteriorating Physical Conditions and to Stimulate New Economic Development within the Village of Lake Zurich (Assign Reso. #2022-05-066) (Trustee Sprawka)

Summary: The proposed Resolution declares the Village's intent to explore the eligibility and feasibility of establishing a tax increment finance (TIF) district for Lake Zurich's industrial park. The industrial district is Lake Zurich's primary employment center, where many of the area's buildings and supporting infrastructure are over 35 years old. Staff propose evaluating the creation of a TIF district to provide a long-term funding mechanism to reinvest in the industrial park's infrastructure and support business retention and expansion in the industrial park.

Staff will work with Teska and Associates, the Village's TIF consultant, to prepare an eligibility study to identify which properties would qualify for the proposed TIF district. Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. If established, the TIF district would capture new property tax revenue generated by updated or expanded buildings or new developments. The TIF district would accumulate funds to be eventually used for a limited number of eligible activities, such as replacing aging infrastructure or supporting private sector development that would not occur "but for" the TIF district's assistance.

The resolution does not obligate the Village to create the TIF, as the eligibility study is the first step in the setup process as set forth under the Tax Increment Allocation Redevelopment Act. Following opportunities for public comment and a recommendation from the Joint Review Board, the Village Board will ultimately have the final decision-making authority on whether to establish the TIF district in the industrial park.

Recommended Action: A motion to approve Resolution #2022-05-066 Intent to Utilize Tax Increment Financing to Improve Deteriorating Physical Conditions and to Stimulate New Economic Development within the Village of Lake Zurich.

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

*Monthly Data Metric Reports

10. ADJOURNMENT

UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH

Board of Trustees
70 East Main Street



Monday, April 18, 2022 7:00 p.m.

1. **CALL TO ORDER** by Mayor Tom Poynton at 7:01pm
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, Village Attorney Scott Uhler, Management Services Dir. Michael Duebner, Fire Chief Dave Pilgard, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**

Alicia Timm, 810 Interlaken Dr., addressed the Board on her opposition to the proposed parallel parking at Breezewald Park because of safety concerns.

Larry Schaadel, 24144 N. Gabriel Dr., addressed the Board on Agenda item #7B and his opposition to the annexation and redevelopment to Midlothian Manor.

Eric Dubiel, 25 N. Pleasant Rd, addressed the Board on his opposition to the Breezewald Park proposed parking, Block A sale sign, annexation of Midlothian Manor.

Kathleen Johnson, Village Clerk, read emails received from residents opposed to the possible construction of on-street parking at Breezewald Park. The residents were: Laura Bohoquez, Katie Herzog, Kevin Mulvey and Mary Kozub.
5. **PRESIDENT'S REPORT / COMMUNITY UPDATE**

Mayor Poynton and Fire Chief Dave Pilgard gave background information on the lifesaving incident and then presented the awards.

 - A. Lifesaving Award Proclamations
 - Miss Alex Schroth
 - Mr. John Hintermeister
6. **CONSENT AGENDA**
 - A. Approval of Minutes of the Village Board Meeting, April 4, 2022
 - B. Approval of Semi-Monthly Warrant Register Dated April 18, 2022 Totaling \$357,310.56

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, April 18th 2022. 2

- C. Agreement with Xylem Water Solutions USA, Inc. to Purchase Two Flygt Replacement Pumps for Quentin and Northwest Pumping Stations in the Amount Not-to-Exceed \$136,312.10 and Waiver of the Competitive Bid Process

Summary: The FY 2022 budget includes \$136,000 in the Water and Sewer Fund for these two replacement pumps. The Quentin and Northwest Pumping stations were both constructed in 1993 and existing pumps have reached the end of their useful lives. Flygt brand pumps and control systems are original for both pumping stations and new pumps are required to be Flygt brand. Xylem Water Solutions USA is the sole source vendor for these Flygt pumps.

- D. Agreement with Chicagoland Paving Contractors for Oak Ridge Park Basketball Court Resurfacing in the Amount Not-to-Exceed \$37,275

Summary: The FY 2022 budget includes \$40,000 in the Capital Improvement Fund for the resurfacing of the Oak Ridge Park basketball court. A competitive bid opening was conducted on March 30, 2022 with two bids received, with Chicagoland Paving being the most competitive bid.

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

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

NAYS: 0

ABSENT: 0

MOTION CARRIED.

7. NEW BUSINESS

- A. Courtesy Review for Potential Revisions on Construction Activity Signs

Summary: The Village of Lake Zurich Staff is looking for feedback in increasing the allowable area of Construction Activity Signs specifically on required construction fences associated with ongoing commercial development. These signs are classified as temporary signs. While they are considered exempt from requiring a permit for their installation, they are regulated in a number of other aspects including duration of installation, structures on which they can be located and sign surface area. These signs can be no greater than 16 square feet on sites less than 1 acre in land area and 32 square feet on all other construction sites.

From time to time, developers have requested enhancing the construction fences with vinyl banners or custom fence screens with graphics containing information about the development itself. Staff seeks to understand the Village Board's preferences towards modifying the provisions of the sign code located in Title 12 of the Village Code as it relates to construction activity signs on construction fences.

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

Community Development Dir. Sarosh Saher shared examples of possible signs and explained the process if the Board supports the code change. Dir. Saher answered the Board's questions. The Board gave favorable feedback to Dir. Saher.

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, April 18th 2022. 3

B. Courtesy Review for Potential Annexation and Redevelopment of Midlothian Manor at 22843 North Lakewood Lane

Summary: The Housing Opportunity Development Corporation (HODC), a non-profit developer located in Skokie, is proposing the acquisition and annexation of the unincorporated property at 22843 North Lakewood into the Village of Lake Zurich municipal boundaries to redevelop the site into new affordable rental housing.

The Midlothian Manor has been owned by the Lake County Housing Authority since 2001. The site currently contains a one-story building with shared living facilities containing 14 units. For a number of years, the occupants were low income seniors, often with disabilities. In 2010, the County Housing Authority decided to close the building and it has remained vacant since that time under their maintenance.

The HODC has submitted a concept proposal to demolish the existing one-story building and replace it with a new two-story building with 24 units modeled after its other nearby facilities Heart's Place in Arlington Heights and Axley Place in Glenview.

Since the site is currently located in unincorporated Lake County, there is not a zoning designation from the Village. HODC is requesting annexation in order to obtain a R-6 zoning that would allow multi-family residential housing and obtain access to public utilities via municipal water and sanitary sewer service.

The developer and Village Staff seek to understand the Village Board's preferences towards the proposed development of this property within the boundaries of Lake Zurich. The HODC has indicated that if positive feedback on annexation and development is provided, they intend to move forward with a development concept plan at the Planning and Zoning Commission.

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

Community Development Dir. Sarosh Saher introduced Mr. Richard Koenig, Executive Director of Housing Opportunity Development Corporation (HODC) who gave an overview of HODC and their possible acquisition of Midlothian Manor. The Board then questioned Mr. Koenig on various areas including target renters, background and credit checks, qualifying income levels, open to local population, age restriction, incorporation v. annexation among other concerns. Board members had recommendations for Mr. Koenig including contacting neighbors of the property.

8. TRUSTEE REPORTS

Trustee Euker reported that Lake Zurich High School Drama dept. will be presenting Guys and Dolls on April 28th- May 1st.

Trustee Weider thanked the Park and Recreation Dept. and Public Works staff for the recent Easter Egg hunt.

9. VILLAGE STAFF REPORTS

A. Monthly Data Metric Reports

Village of Lake Zurich Board of Trustees Regular Meeting. Monday, April 18th 2022. 4

10. **ADJOURNMENT**

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

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

NAYS: 0

ABSENT:0

MOTION CARRIED.

Meeting adjourned at 8.37pm.

Respectfully submitted by:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton.

Date.

Public Comments

4.18.2022 Board Meeting

From: Laura Bohorquez <[REDACTED]>
Sent: Tuesday, April 12, 2022 5:29 PM
To: Bonnie Caputo <bonnie.caputo@lakezurich.org>
Subject: Opposition to Breezewald Park Parking Proposal

Hello,

My family is a resident of Lake Zurich and we want to voice our opposition to the proposal to build additional parking by Breezewald Park.

We are concerned about the safety of drivers (due to lack of visibility when cars are backing out), and pedestrians, kids, pets who are walking to, from, and around the park.

Most importantly, I believe that the value of the park is to have the green space, and cutting into it for a few parking lots is not worth the loss of natural space or the cutting of trees.

There is already safe parking downtown LZ that families have used and can continue to use to access the park.

Thank you,

Laura Bohorquez

From: Katie Herzog <[REDACTED]>
Sent: Tuesday, April 12, 2022 6:21 PM
To: Bonnie Caputo <bonnie.caputo@lakezurich.org>
Subject: N. Old Rand Parking for Breezewald

Thank you Bonnie. If you could forward it for the meeting that would be appreciated. Those of us who do not like the idea are trying to get our voices heard and I was told to send to you. I would appreciate our voices being heard in all of the meetings.

Katie Herzog
she/her/hers

[REDACTED]
[REDACTED]
Lake Zurich, Illinois

My name is Kevin Mulvey and I am a Lake Zurich resident and homeowner in the White Oaks subdivision.

I would like to express my concerns with the proposed parking development at Breezewald Park. While the north end crosswalk is a welcome improvement, the 16 parking spaces present the following drawbacks:

- Loss of useable park space.
- Parking is within approx. 100 ft of the playground. Parked cars reduce visibility and therefore pose safety risk to children near the street.
- Development will pose a risk to existing oak trees in the park as the grading/paving will occur near their sensitive root structures.
- Angled parking will require cars to reverse into Old Rand Road to exit. This will create a hazard and disruption to traffic.
- Parked cars will create an obstructed park/lake view for homeowners on the NE side of the road.
- Parked cars will create and obstructed park/lake view for pedestrians on NE sidewalk, generally lowering the aesthetics of the park.
- Parked cars adjacent to the park will increase noise and congestion.

For these reasons and others that I have may not have identified, I urge the board to reconsider moving forward with this plan.

I would recommend the board consider alternative parking options that will not have the drawbacks listed above. I would even go as far as to suggest that the existing parking infrastructure downtown is sufficient to handle the current demand.

Public green spaces are limited resources. Projects that further develop them should demonstrate value that overwhelmingly offsets the risks/drawbacks of doing so. I fail to see that with this project.

I appreciate your time and consideration.

Sincerely,

Kevin Mulvey

4/18/2022

Dear Mayor Poynton, Ms. Caputo and Village Board Members,

Due to health matters, I will not be able to attend tonight's meeting.

I still want my voice to be heard.

My voice as Mary Kozub, citizen of Lake Zurich for over 30 years, a concerned parent, founding member of The Tree Commission, Board Member of the Ancient Oaks Foundation and a Tree Hugger (please call me that!)

I would like to enter this letter into the public comment section and ask that every Board member and staff read or listen to my concerns

I am commenting on the proposed Breezewald additional 16 parking spaces. I'm sure you are hearing from other citizens who have some of the same concerns that I do.

My largest concern is safety. These parking spaces are not safe in an already crowded area. This Breezewald and retail complex that has been created is at capacity. There is multiple family housing, popular retail and restaurants and many public events. I know all of these are extremely popular but that does not suggest that this parking plan is the answer. This plan is not healthy for people, nature or the community. Cars don't need to be the center of the activity. People, nature and community do need to need to be the center.

These proposed parking spaces create a safety hazard to citizens visiting the park and playground.

Children and families are endangered during the precious time they have together.

The old growth trees cannot be replaced. Old growth cannot be replaced. Yes, new young trees can be planted at 2-5 years old. The old growth if removed would erase hundreds of years of growth.

The impact of more pavement on the root system of old growth trees is a slow death by suffocation. Oaks don't die quickly; they strive to hold onto our planet. I find it too convenient that all of sudden the trees in the plan are a focus to be removed. The pavement is also detrimental to our community jewel of Lake Zurich.

I also have to admit that I have sat on that deck at Sunset Pavilion! Brought family and friends from out of town and even Europe and enjoyed the view, company and a few libations of various flavors. The thought of headlights, loud mufflers or other noise and pollution that these cars would cause coming and going would add to the atmosphere and would deter any visitation of this beautiful spot.

Lastly, I want to preserve one of the most iconic viewscapes left in our community. Almost every time I need to get around the lake I choose Old Rand Road. It comforts my mind to know this view is protected by all landowners. Our shoreline is disappearing to others who haven't invested anything but dollars.

The focus of any municipal planning and of the Village Board needs to remain true to the Village vision. Not the economic engine.

I hope you are listening and if you are I thank you for your time.

I speak for the trees and me

Mary Kozub

VILLAGE OF LAKE ZURICH					Page 1 of 13
WARRANT REPORT - 05/02/2022					
<u>\$1,159,460.51</u>					
<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>	
Fund 101 GENERAL					
Dept 00000					
101-00000-15001	PREPAID EXPENDITURES	EVERBRIDGE INC	COMMUNITY NOTIFICATION SERVICE - 5/1/22 - 4/30/23	1,595.00	
101-00000-21455	BUILDING DEPOSIT PAYABLES	PADDOCK PUBLICATIONS INC.	PUBLIC HEARING - 305 KNOX PARK #4580516	93.15	
101-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	809.82	
		Total For Dept 00000		2,497.97	
Dept 11006 LEGISLATIVE MAYOR & BOARD					
101-11006-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY CLERK	NOTARY COMMISSION RECORDING	10.00	
		Total For Dept 11006 LEGISLATIVE MAYOR & BOARD		10.00	
Dept 12001 VILLAGE ADMIN ADMINISTRATION					
101-12001-51652	TRAINING AND MEETINGS	STARBUCKS STORE 02448 LAKE ZURI	MEETING	7.32	
101-12001-51652	TRAINING AND MEETINGS	TST* KOFFEE KUP RESTAU LAKE ZURI	COFFEE WITH THE MAYOR	22.31	
101-12001-51654	MEMBERSHIPS & SUBSCRIP	INTERNATION 202-289-4	AVM MEMBERSHIP DUES	1,105.00	
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		1,134.63	
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES					
101-12120-53211	OTHER SUPPLIES	LABOR LAW CENTER 800-754-9	LABOR LAW POSTERS	68.85	
101-12120-54305	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	NEW EMPLOYEE SCREENING	127.00	
101-12120-54305	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	NEW EMPLOYEE SCREENING	506.00	
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		701.85	
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT					
101-12180-51652	TRAINING AND MEETINGS	TST* KOREAN BBQ ON THE LAKE ZURI	KOREAN BBQ LUNCHEON	199.52	
		Total For Dept 12180 VILLAGE ADMIN DEVELOP		199.52	
Dept 13001 FINANCE ADMINISTRATION					
101-13001-51652	TRAINING AND MEETINGS	AMERICAN EXPRESS	GFOA CONFERENCE AIRFARE - SPARKOWSKI	325.96	
101-13001-51652	TRAINING AND MEETINGS	BELOW'S STEAKHOUSE LAKE ZURI	NEW EMP LUNCH	54.22	
101-13001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	MONITOR STAND	29.69	
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NAME PLATE HOLDER - SENIOR ACCOUNTANT	18.00	
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	BULLETIN BOARD, CALCULATOR RIBBON, STENO PADS, POST-I'	71.28	
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NAME PLATE - SENOR ACCOUNTANT	9.00	
		Total For Dept 13001 FINANCE ADMINISTRATION		508.15	
Dept 17001 TECHNOLOGY ADMINISTRATION					
101-17001-52118	SOFTWARE MAINTENANCE	BS& A SOFTWARE	SOFTWARE MAINT 5/1/22 TO 5/1/23	19,800.00	
101-17001-52118	SOFTWARE MAINTENANCE	INTIME SERVICES INC	SOFTWARE SUBSCRIPTION - POLICE SCHEDULING	4,380.00	
101-17001-52704	MAINT-EQUIPMENT	TOSHIBA BUSINESS SOLUTIONS, USA	REC COPIES - 01/01/22 - 03/31/22	957.09	
101-17001-52704	MAINT-EQUIPMENT	FORTINET INC 408-235-7	FIRE DISTRICT STATIONS FW MAINTENANCE	268.80	
101-17001-53203	TELEPHONE & DATA SVCS	RINGCENTRAL INC 650-47241	DIGITAL LINE UNLIMITED - (847)380-5471	234.36	
101-17001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - APRIL 2022	1,385.64	
101-17001-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	ADAPTER,CABLES,WEBCAM,BATTERIES,SSD	158.73	
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE - MAY	119.50	

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022

Page 2 of 13

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FINANCE COPIER LEASE - MAY	192.31
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		27,496.43
Dept 24001 POLICE ADMINISTRATION				
101-24001-51652	TRAINING AND MEETINGS	HOLIDAY INN EXPRESS PLATTEVILLE	HOTEL - PLATTEVILLE RECRUITMENT FAIR	142.55
101-24001-51652	TRAINING AND MEETINGS	IL TACTICAL OFFICERS ASSOCIATION	STRUGA - RAPID DEPLOYMENT TRAINING	650.00
101-24001-51652	TRAINING AND MEETINGS	LAKE COUNTY CHIEFS OF POLICE ASSOC	CHIEFS TRAINING MEETING	100.00
101-24001-52701	MAINT-BLDGS & GROUNDS	AMAZON.COM SALES, INC	SNOWBLOWER PARTS	48.33
101-24001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	CABLE - PD	63.18
101-24001-53209	UNIFORMS	GALL'S, LLC	PANTS - HUSAK	127.03
101-24001-53401	CUSTODIAL SUPPLIES	VALDES, LLC	PAPER TOWELS	82.50
		Total For Dept 24001 POLICE ADMINISTRATION		1,213.59
Dept 24210 POLICE OPERATIONS				
101-24210-53209	UNIFORMS	BEREZA, IRENEUSZ	DUTY WEAPON SLIDE - BEREZA	373.98
101-24210-53209	UNIFORMS	GALL'S, LLC	PATROL JACKET - BIKE UNIT	74.52
101-24210-53209	UNIFORMS	GALL'S, LLC	PANTS - PANIK	75.55
101-24210-53209	UNIFORMS	GALL'S, LLC	PANTS, SHOES - MITCH	349.96
101-24210-53209	UNIFORMS	KOURTEV, GEORGE	FLASHLIGHT BATTERY - KOURTEV	28.65
101-24210-53209	UNIFORMS	PANIK, ZACHARY	DUTY POUCHES - PANIK	57.00
101-24210-53211	OTHER SUPPLIES	KIESLER POLICE SUPPLY, INC.	CREDIT - AMMUNITION	(444.00)
101-24210-53211	OTHER SUPPLIES	KIESLER POLICE SUPPLY, INC.	AMMUNITION	444.00
101-24210-54305	EMPLOYEE EXAMS	CENTRAL POLYGRAPH SERVICE, LTD	POLYGRAPH EXAMINATION	210.00
		Total For Dept 24210 POLICE OPERATIONS		1,169.66
Dept 24230 POLICE CRIME PREVENTION				
101-24230-53207	PRINTING-STATIONERY/FORM	VISTAPR*VistaPrint.com 866-89367	RECRUITMENT BUSINESS CARDS	58.85
101-24230-52111	OTHER PROFESSIONAL SVCS	TRANS UNION LLC	CREDIT CHECKS - MARCH	80.00
		Total For Dept 24230 POLICE CRIME PREVENTION		138.85
Dept 25001 FIRE ADMINISTRATION				
101-25001-51655	EMPLOYEE RECOGNITION	THE HUNGRY MULE LAKE ZURI	BOFPC DINNER - PROMOTIONS	40.82
101-25001-51655	EMPLOYEE RECOGNITION	THE HUNGRY MULE LAKE ZURI	BOFPC DINNER - PROMOTIONS	54.14
101-25001-52118	SOFTWARE MAINTENANCE	SMARTSAFETY 208-576-7	SOFTWARE SUBSCRIPTION	232.00
101-25001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - APRIL 2022	166.72
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE	SHIPPING	13.80
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE	SHIPPING	20.80
101-25001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	CLIPBOARDS, LAMINATING PAPER	94.05
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	BLACK PADS, MARKERS	19.11
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	MARKERS, PAPER, PENS	60.77
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER - STA 1	38.99
101-25001-53209	UNIFORMS	AMAZON.COM SALES, INC	ROTSTEIN BOOTS	134.99
101-25001-53209	UNIFORMS	HAIX 859-281-1	SAFETY BOOTS	230.95
101-25001-53209	UNIFORMS	HAIX 859-281-1	BOOTS - RAINIEY	219.95
101-25001-53209	UNIFORMS	ABSOLUTE VICTORY INSIGNIA	SEPTEMBER 11 BADGES (8)	920.00

VILLAGE OF LAKE ZURICH					Page 3 of 13
WARRANT REPORT - 05/02/2022					
<u>\$1,159,460.51</u>					
GL Number	GL Desc	Vendor	Invoice Description	Amount	
101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	NAMETAGS - 18 - WHITE/BLACK	33.80	
101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	FIREFIGHTER BADGES (4)	558.51	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT - MOGGE	75.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT - CORNELL	79.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS - PILGARD	59.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT - BARTOLI	75.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRTS - HEDQUIST	158.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - PENKAVA	18.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, HAT, SHIRTS - STODOLA	149.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLOS - PEROCHO	167.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - CHRISTOPHERSON	133.50	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLOS - KAMMIN	59.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, SHIRTS - MURRAY	60.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, PANTS, SHIRTS - HOLDEN	235.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SWEATPANTS, SHIRT - STAPLETON	47.00	
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, PANTS - CORRAL	176.00	
101-25001-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	LAG SCREWS	8.90	
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	STREAMLIGHTS, FLASHLIGHTS, TORCH LIGHT	23.69	
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS - ST. 3	51.98	
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	POWDER CLEANER - ST. 2	15.54	
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	TOILET BOWL CLEANER - ST. 1	34.99	
101-25001-53211	OTHER SUPPLIES	WAREHOUSE DIRECT, INC	ALL PURPOSE CLEANER	176.84	
101-25001-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FILTER REPLACEMENTS	166.43	
101-25001-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FILTERS - ST. 4	95.98	
101-25001-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FILTER REPLACEMENT	14.41	
101-25001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE	119.50	
		Total For Dept 25001 FIRE ADMINISTRATION		5,038.16	
Dept 25310 FIRE EMERGENCY MANAGEMENT					
101-25310-52111	OTHER PROFESSIONAL SVCS	EVERBRIDGE INC	COMMUNITY NOTIFICATION SERVICE - 5/1/22 - 4/30/23	3,190.00	
		Total For Dept 25310 FIRE EMERGENCY MANAGEMENT		3,190.00	
Dept 25320 FIRE FIRE SUPPRESSION					
101-25320-51652	TRAINING AND MEETINGS	FRONTPDESK INC 141-42402	LODGING FOR FDIC - BOOTH, TANNER & YEE	1,590.03	
101-25320-51652	TRAINING AND MEETINGS	PAYPAL *JCATLAW JCATLA 402-935-7	TOXIC EMPLOYEES WEBINAR - WENZEL	99.00	
101-25320-51652	TRAINING AND MEETINGS	PAYPAL *JCATLAW JCATLA 402-935-7	TOXIC EMPLOYEES WEBINAR - KELLY	99.00	
101-25320-51652	TRAINING AND MEETINGS	PEN*FDIC/FIRE ENGINEER 800-331-4	FDIC TUITION - TANNER	2,558.00	
101-25320-51652	TRAINING AND MEETINGS	TRAIN FIREFIGHTERS ACA HTTPSWWW.	MASTERING COMMAND TUITION - KAMMIN	299.00	
101-25320-51652	TRAINING AND MEETINGS	VRBO FEE 512-759-0	REGISTRATION FEE FOR LODGING	168.00	
101-25320-51652	TRAINING AND MEETINGS	PEN*FDIC/FIRE ENGINEER 800-331-4	TRAINING - FIREGROUND COMMAND	1,259.00	
101-25320-52111	OTHER PROFESSIONAL SVCS	US DIGITAL DESIGNS, INC	USDD PHOENIX SERVICE AGREEMENT - 2021/2022	3,089.26	
101-25320-52707	MAINT-OTHER	AIR ONE EQUIPMENT INC	BREATHING AIR QUALITY TEST	140.00	
101-25320-52707	MAINT-OTHER	MUNICIPAL EMERGENCY SERVICES, INC	SCBA SERVICE CALL	27.90	
101-25320-53209	UNIFORMS	AMAZON.COM SALES, INC	FLASHLIGHTS, STREAMLIGHTS, BATTERIES	1,900.16	
101-25320-53209	UNIFORMS	AMAZON.COM SALES, INC	STREAMLIGHTS, FLASHLIGHTS, TORCH LIGHT	1,217.00	

VILLAGE OF LAKE ZURICH					Page 4 of 13
WARRANT REPORT - 05/02/2022					
<u>\$1,159,460.51</u>					
GL Number	GL Desc	Vendor	Invoice Description	Amount	
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	BOOTS	1,477.19	
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	BOOTS	305.50	
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	BOOTS	305.85	
101-25320-53210	SMALL TOOLS & EQUIP	AIR ONE EQUIPMENT INC	SAW BLADES FOR BATTERY POWERED ROTARY SAW	378.00	
101-25320-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	CLIPBOARDS, LAMINATING PAPER	5.94	
Total For Dept 25320 FIRE FIRE SUPPRESSION				14,918.83	
Dept 25330 FIRE EMS					
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - MARCH 2022	4,061.79	
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	SUCTION CANNISTERS	272.16	
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	EMS - MEGA MOVERS	185.75	
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	EXAM GLOVES	297.80	
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	LIFEPAK 15 PAPER	178.20	
Total For Dept 25330 FIRE EMS				4,995.70	
Dept 25340 FIRE SPECIAL RESCUE					
101-25340-55254	MACHINERY & EQUIPMENT	OCEAN TECHNOLOGY SYSTE 714-75478	DIVE EQUIPMENT - GRIPPER RINGS	78.38	
101-25340-55254	MACHINERY & EQUIPMENT	ELEVATED SAFETY LLC	REPLACEMENT HARDWARE FOR TRT	3,032.78	
Total For Dept 25340 FIRE SPECIAL RESCUE				3,111.16	
Dept 25350 FIRE FIRE PREVENTION BUREAU					
101-25350-51654	MEMBERSHIPS & SUBSCRIP	NATIONAL FIRE SPRINKLER ASSOC., INC	2023 - MEMBERHIP - KLEINHEINZ	50.00	
Total For Dept 25350 FIRE FIRE PREVENTION BUREAU				50.00	
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION					
101-28001-51652	TRAINING AND MEETINGS	AMERICAN PLANNING ASSOC-IL CHAPTER	CONFERENCE REGISTRATION FOR TIM VERBEKE	785.00	
101-28001-51652	TRAINING AND MEETINGS	MTS- PRONTO 619-595-5	CONFERENCE TRAVEL FOR TIM VERBEKE	22.00	
101-28001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	LIFETIME PROJECT - MARCH	116.25	
101-28001-52113	ENGR/ARCHITECTURAL	PADDOCK PUBLICATIONS INC.	200 RAND RD #4580388	315.10	
101-28001-52113	ENGR/ARCHITECTURAL	PADDOCK PUBLICATIONS INC.	100 S SHORE #4580387	92.00	
101-28001-52113	ENGR/ARCHITECTURAL	PADDOCK PUBLICATIONS INC.	545 BUESCHING RD #4578725	82.80	
101-28001-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	CALCULATOR, SHOVEL, CHARGER	100.82	
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				1,513.97	
Dept 36001 PUBLIC WORKS ADMINISTRATION					
101-36001-51652	TRAINING AND MEETINGS	APWA	APWA LUNCHEON MAYOR	55.00	
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-14	47.85	
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	CREDIT - PANTS	(101.88)	
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-21	35.18	
101-36001-52113	ENGR/ARCHITECTURAL	GEWALT HAMILTON ASSOCIATES, INC	TRAFFIC AND PARKING REVIEW AT BREEZWALD PARK	1,881.00	
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	2022 GENERAL ENGINEERING	6,618.25	
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	2022 GENERAL MAINTENANCE	1,108.00	
101-36001-52602	WASTE REMOVAL	SAFETY-KLEEN CORPORATION	WASTE OIL REMOVAL	217.00	
101-36001-52605	MOSQUITO ABATEMENT	CLARKE ENVIRON MOSQUITO MGMT	CATCH BASIN TREATMENTS	6,685.00	
101-36001-52701	MAINT-BLDGS & GROUNDS	HARMS, DENNIS	BASKETS FOR CITY POLES	1,890.00	

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022

Page 5 of 13

\$1,159,460.51

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-36001-52701	MAINT-BLDGS & GROUNDS	AMERICAN BACKFLOW & FIRE PREVENTION	BACKFLOW TESTING	270.00
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-14	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-21	89.37
101-36001-53209	UNIFORMS	AMAZON.COM SALES, INC	FACE SHIELD	55.44
101-36001-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	TRANSFER PUMP	220.00
101-36001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	IPAD CASE	16.14
101-36001-53404	RIGHT OF WAY SUPPLIES	TEMPLE DISPLAY LTD.	RTB BANNERS AND 4 SEASON BANNER	2,211.70
101-36001-53404	RIGHT OF WAY SUPPLIES	ZORO TOOLS INC 855-28996	TUFF TILE	338.12
101-36001-53405	BLDG & GROUNDS SUPPLIES	LAUNDRYPTARTSCOM 714-897-4	LAUNDRY HINGE	25.11
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	BALLASTS	57.94
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	FLOORING EPOXY - PD	60.06
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	EPOXY FLOORING - PD	39.81
101-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL	DOT TESTING	50.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		21,922.42
 Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52701	MAINT-BLDGS & GROUNDS	AMERICAN BACKFLOW & FIRE PREVENTION	BACKFLOW TESTING	450.00
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	PAULUS PK PEST CONTROL - MAY	76.40
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	BUFFALO CREEK PEST CONTROL - MAY	70.20
101-36420-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-21	118.38
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	WICKLOW PARK SPRINKLER	19.39
101-36420-53202	NATURAL GAS	NICOR GAS COMPANY	BEV PAV - MAR 2022	49.27
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FACE SHIELD	16.14
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FAUCET ADAPTER	28.99
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	BARN GLOBE POLE	99.99
101-36420-53405	BLDG & GROUND MAINT SUPP	BATTERIES PLUS HOLDING CORP	AA BATTERIES	6.72
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	MOUNTING HARDWARE	12.52
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	MOUNTING HARDWARE	18.60
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	POWER TOOL CORD, TAPE MEASURE, SEALANT	45.12
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	WEATHERSHIELD	46.48
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	BARN DOOR CHIME	46.92
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	ELECTRICAL TAPE, WIRE NUTS, BOX COVER	15.05
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PLASTIC COVERED WIRE - BREEZEWALD	72.40
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	ROOF COATING BRUSH AND HANDLE, FIB ASPHALT	131.70
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	CHESTNUT PORT-O-POTTY	115.13
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		1,439.40
 Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-51652	TRAINING AND MEETINGS	HOLIDAY INN EXPRESS INVER GROV	HOTEL WATEROUS TRAINING	458.32
101-36471-52111	OTHER PROFESSIONAL SVCS	SECRETARY OF STATE VEHICLE SVC DEPT	PLATE RENEWAL 102	154.40
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-14	44.04
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-21	68.04
101-36471-52111	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC	SAFETY INSPECTIONS	1,188.00
101-36471-52111	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC	SAFETY INSPECTIONS	249.00
101-36471-52703	MAINT-VEHICLES	CHICAGO PARTS & SOUND LLC	SEAT REPAIR	225.00

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022

Page 6 of 13

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	ALIGNMENT 102	59.95
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	ALIGNMENT 102	65.95
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	ALIGNMENT 119	65.95
101-36471-53206	POSTAGE & SHIPPING	TNK SHIPPING, INC	SHIPPING - PARTS RETURN	49.56
101-36471-53206	POSTAGE & SHIPPING	TNK SHIPPING, INC	SHIPPING - PARTS RETURN	12.63
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	REPLACEMENT DRILLS	575.90
101-36471-53211	OTHER SUPPLIES	AIRGAS USA, LLC	TORCH GAS	159.01
101-36471-53211	OTHER SUPPLIES	FASTENAL COMPANY	GRINDING WHEELS	84.84
101-36471-53211	OTHER SUPPLIES	LAWSON PRODUCTS INC.	HARDWARE	728.22
101-36471-53406	AUTO PARTS & SUPPLIES	ADAMS STEEL SERVICE & SUPPLY, INC	STEEL 325 BED	2,252.00
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS	45.39
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS 338	67.98
101-36471-53406	AUTO PARTS & SUPPLIES	GRAINGER	INDICATOR LIGHT	9.69
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	AIR COMPRESSOR	1,751.20
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	GRAB HANDLE	450.06
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	PARTS RETURN CREDIT	(1,174.85)
101-36471-53406	AUTO PARTS & SUPPLIES	LEACH ENTERPRISES INC.	AIR DRYER CARTRIDGE	91.36
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	SWITCH	37.25
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	DRAIN VALVE	58.57
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	DRAIN PARTS	174.15
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	VALVE CONTROL	452.00
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	CORE RETURN CREDIT	(18.00)
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	436.44
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	464.48
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	SHOCKS	134.22
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BULBS	10.90
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	436.44
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	2.5 DEF, OIL FILTERS	125.50
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	LENS	32.54
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	OIL FILTERS	35.91
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	WIPER BLADES	35.94
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	WIPER BLADES	43.18
101-36471-53406	AUTO PARTS & SUPPLIES	AMAZON.COM SALES, INC	FUEL FILTERS	240.00
101-36471-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	SNOWBLOWER PARTS	192.53
101-36471-53407	EQUIP MAINT PART&SUPPLIE	SONETICS CORPORATION 800-833-4	HEADSET ANTENNA	122.22
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ATLAS BOBCAT, LLC	UTV PARTS	367.42
101-36471-53407	EQUIP MAINT PART&SUPPLIE	STANDARD EQUIPMENT COMPANY	DEBRIS HOSE	832.04
101-36471-53407	EQUIP MAINT PART&SUPPLIE	STANDARD EQUIPMENT COMPANY	FAN, FAN GRILL, AIR SOLENOID	1,451.78
101-36471-53415	FUELS	BELL FUELS SERVICE CO	FUEL - 04/01	11,361.28
101-36471-53415	FUELS	BELL FUELS SERVICE CO	FUEL - 4/20	10,708.96
101-36471-53415	FUELS	BELL FUELS SERVICE CO	FUEL - CLEAR 4/20	8,967.48
101-36471-53418	LUBRICANTS & FLUIDS	ATLAS BOBCAT, LLC	UTV PARTS	62.18
101-36471-53418	LUBRICANTS & FLUIDS	MOTOR PARTS & EQUIPMENT CORP	2.5 DEF, OIL FILTERS	165.90
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				44,612.95

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022
\$1,159,460.51

Page 7 of 13

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 67001 RECREATION ADMINISTRATION				
101-67001-53208	OFFICE SUPPLIES	WAL-MART #1404 LAKE ZURI	CHALET CLEANING SUPPLIES	12.10
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	CLEANING PRODUCTS	86.98
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	BINDER DIVIDERS - SHEET PROTECTORS	27.56
101-67001-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	CHAIN AND TABLE RACK	554.62
101-67001-54301	BANK & CREDIT CARD FEES	PLUG N PAY INC 800-945-2	BANK & CREDIT CARD FEES	40.95
Total For Dept 67001 RECREATION ADMINISTRATION				<u>722.21</u>
Dept 67935 RECREATION DANCE				
101-67935-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	AWARDS MATERIALS	73.98
101-67935-53211	OTHER SUPPLIES	NIMBLY	APA COSTUMES	965.48
101-67935-53211	OTHER SUPPLIES	RAINDANCE 310-41495	DANCE BELTS	94.36
101-67935-53211	OTHER SUPPLIES	REVDANCE.TENTH HOUSE 800-806-1	APA COSTUMES	493.45
101-67935-53211	OTHER SUPPLIES	U S POSTMASTER	RETURN OF COSTUMES TO WEISMAN	10.45
101-67935-53211	OTHER SUPPLIES	NIMBLY	DANCE COSTUMES	(134.85)
101-67935-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	BCB FLOOR TAPE	114.72
101-67935-53213	FUNDRAISING EXPENSES	SQ *ACTIVATE YOUR ARTI gosq.com	SCHOLARSHIP NATIONAL COMPETITION	100.00
Total For Dept 67935 RECREATION DANCE				<u>1,717.59</u>
Dept 67940 RECREATION PRESCHOOL				
101-67940-53211	OTHER SUPPLIES	BGIRLZORLD BGIRLZWORLD	SHIPPING FOR CABINET	189.88
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	EGG HUNT-GOLDEN EGGS	22.99
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	TAPE	23.94
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	CHAIR AND TABLE RACK	75.25
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	FINGERPAINT PAPER	7.69
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	POTTING SOIL	6.99
101-67940-53212	PROGRAM SUPPLIES	HOBBY-LOBBY	POTS FOR PROJECT	31.45
101-67940-53212	PROGRAM SUPPLIES	MEIJER # 289 877-363-4	TOOTHPASTE	31.18
Total For Dept 67940 RECREATION PRESCHOOL				<u>389.37</u>
Dept 67945 RECREATION YOUTH PROGRAMS				
101-67945-52115	RECREATION PROGRAM SERVICE	CRICKET THEATRE COMPANY	101 DALMATIANS	5,075.00
101-67945-52115	RECREATION PROGRAM SERVICE	KANTOR, GARY	SPRING MAGIC CLASS	75.00
101-67945-52115	RECREATION PROGRAM SERVICE	MUSIC IN THE BOX, INC	WINTER II - MUSIC MATTERS I AND 2	882.00
Total For Dept 67945 RECREATION YOUTH PROGRAMS				<u>6,032.00</u>
Dept 67960 RECREATION CAMPS				
101-67960-52115	RECREATION PROGRAM SERVICE	CHICAGO DOGS I 800-352-0	TEEN CAMP FIELD TRIP DEPOSIT- CHICAGO DOGS	100.00
101-67960-52115	RECREATION PROGRAM SERVICE	ELK GROVE PARK DISTRIC ELK GROVE	TEEN CAMP FIELD TRIP DEPOSIT- RAINBOW FALLS	360.00
101-67960-52115	RECREATION PROGRAM SERVICE	SAFARILAND, LLC	TEEN CAMP FIELD TRIP DEPOSIT- SAFARI LAND	75.00
101-67960-52115	RECREATION PROGRAM SERVICE	VERNON HILLS PARK DISTRICT	TEEN CAMP FIELD TRIP DEPOSIT-VERNON HILLS AQUATIC CEN	100.00
101-67960-52115	RECREATION PROGRAM SERVICE	WHEELING PARK DISTRICT	TEEN CAMP FIELD TRIP DEPOSIT- WHEELING WATER PARK	200.00
101-67960-52115	RECREATION PROGRAM SERVICE	WWW.PINSTRIPE.COM WWW.PINSTR	TEEN CAMP FIELD TRIP DEPOSIT-PINSTRIPE	<u>250.00</u>

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022
\$1,159,460.51

Page 8 of 13

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
			Total For Dept 67960 RECREATION CAMPS	1,085.00
Dept 67965 RECREATION ATHLETICS				
101-67965-52115	RECREATION PROGRAM SERVICE	NFRONT ATHLETICS LLC	TRACK AND FIELD SPRING 1	239.64
			Total For Dept 67965 RECREATION ATHLETICS	239.64
Dept 67970 RECREATION AQUATICS				
101-67970-53209	UNIFORMS	ICON GRAPHICS & SCREEN PRINTING	AQUATIC UNIFORMS	2,176.50
101-67970-53211	OTHER SUPPLIES	NATIONAL TICKET CO. 570-672-2	REFUND OF SALES TAX	(34.48)
			Total For Dept 67970 RECREATION AQUATICS	2,142.02
			Total For Fund 101 GENERAL	148,191.07
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
202-36001-55253	INFRASTRUCTURE IMPROVEMT	TRAFFIC CONTROL & PROTECTION INC	SLOW CHILDREN, DONATA CT SIGNS	251.62
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	251.62
			Total For Fund 202 MOTOR FUEL TAX	251.62
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
207-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	4.65
			Total For Dept 00000	4.65
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-53212	PROGRAM SUPPLIES	ILLINOIS BASSET COURS 629-481-1	BASSET	13.95
			Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN	13.95
Dept 67699 RECREATION MISC SPECIAL EVENTS				
207-67699-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	EGG HUNT-GOLDEN EGGS	19.99
207-67699-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	SKITTLES AND STARBURST	149.90
207-67699-53212	PROGRAM SUPPLIES	DUNKIN #307271 Q35 LAKE ZURI	TWEEN NITELITE- GIFT CARD PRIZES	20.00
207-67699-53212	PROGRAM SUPPLIES	JEWEL #3485 LAKE ZURI	TWEEN NITELITE- GIFT CARD PRIZES	20.00
207-67699-53212	PROGRAM SUPPLIES	MCDONALD'S F3718 LAKE ZURI	TWEEN NITELITE- GIFT CARD PRIZES	40.00
			Total For Dept 67699 RECREATION MISC SPECIAL EVENTS	249.89
			Total For Fund 207 SPECIAL EVENTS FUND	268.49
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
214-10490-52201	VILLAGE ATTORNEY	OTTOSEN DINOLFO HASENBALG	TIF 2 REDEVELOPMENT	1,191.47
214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	S OLD RAND ROAD INFRASTRUCTURE	13,430.75
214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	BLOCK A IMPROVEMENTS	19,834.25
			Total For Dept 10490 GENERAL GOVERNMENT TIF	34,456.47

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 05/02/2022
\$1,159,460.51

Page 9 of 13

GL Number	GL Desc	Vendor	Invoice Description	Amount
Total For Fund 214 TIF #2 DOWNTOWN				<u>34,456.47</u>
Fund 227 DISPATCH CENTER				
Dept 00000				
227-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	82.96
		Total For Dept 00000		<u>82.96</u>
Dept 24220 POLICE DISPATCH				
227-24220-51652	TRAINING AND MEETINGS	APCO INTERNATIONAL	SUPERVISOR COURSE - STEFFY	459.00
227-24220-51652	TRAINING AND MEETINGS	IL DEPT OF PUBLIC HEALTH	ROSENBAUM EMD CERTIFICATION	31.00
227-24220-53209	UNIFORMS	RISICATO DESIGNS LLC	POLO SHIRTS - KROLL	57.90
227-24220-53210	SMALL TOOLS & EQUIP	NATIONAL BUSINESS FURNITURE	DISPATCH CHAIRS	458.20
		Total For Dept 24220 POLICE DISPATCH		<u>1,006.10</u>
Total For Fund 227 DISPATCH CENTER				<u>1,089.06</u>
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	BUSH, JOHN	STAPLES CONCESSION CONCRETE	8,200.00
401-36001-55251	LAND IMPROVEMENTS	LANDWORKS LTD	PAULUS PARK - OSLAD	68,544.00
401-36001-55251	LAND IMPROVEMENTS	MANHARD CONSULTING LTD	2022 BREEZEWALK ON-STREET PARKING	795.50
401-36001-55252	BLDG & BLDG IMPROVEMENTS	AHERNS, KEVIN	DOOR HANDLES - STA 1	2,670.00
401-36001-55252	BLDG & BLDG IMPROVEMENTS	M & R ELECTRICAL CONTRACTORS INC	INSTALL ELECTRIC CIRCUITS - STA 1	1,600.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>81,809.50</u>
Dept 36440 PUBLIC WORKS RIGHT OF WAY				
401-36440-55251	LAND IMPROVEMENTS	SOIL & MATERIAL CONSULTANT INC.	MATERIAL TESTING - PAULUS PARK OSLAD	1,051.00
		Total For Dept 36440 PUBLIC WORKS RIGHT OF WAY		<u>1,051.00</u>
Total For Fund 401 VILLAGE CAPITAL PROJECTS				<u>82,860.50</u>
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-53416	CONCRETE & ASPHALT	FISCHER BROS FRESH CONCRETE, INC.	CONCRETE SIDEWALKS	963.75
405-36001-53416	CONCRETE & ASPHALT	FISCHER BROS FRESH CONCRETE, INC.	CONCRETE	805.50
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 ROAD PROGRAM	4,142.50
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>5,911.75</u>
Total For Fund 405 NHR CAPITAL PROJECTS				<u>5,911.75</u>
Fund 501 WATER & SEWER				
Dept 00000				
501-00000-21205	LC TREATMENT CHARGE PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT.	2022 1ST QTR COLLECTIONS	518,665.23
501-00000-21455	LC CONNECTION FEE PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT	BD BOND REF - 242 MARK LANE	4,030.00
501-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	89.69
		Total For Dept 00000		<u>522,784.92</u>
Dept 36001 PUBLIC WORKS ADMINISTRATION				

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/02/2022

Page 10 of 13

\$1,159,460.51

GL Number	GL Desc	Vendor	Invoice Description	Amount
501-36001-51651	LICENSING/CERTIFICATIONS	PEARSON, DAVID	CDL LICENSE REIMBURSEMENT - PEARSON	50.00
501-36001-51652	TRAINING AND MEETINGS	APWA	APWA LUNCHEON VILLAGE MANAGER	65.00
501-36001-51652	TRAINING AND MEETINGS	AWWA	CONFERENCE REGISTRATION/REUSCH	875.00
501-36001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - APRIL 2022	114.77
501-36001-53209	UNIFORMS	AMAZON.COM SALES, INC	FACE SHIELD	89.52
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-14	25.40
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 04-21	34.04
501-36001-53209	UNIFORMS	USA BLUEBOOK	INSULATED ELECTRICAL SAFETY GLOVES	264.89
501-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL	DOT TESTING	50.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>1,568.62</u>
 Dept 36530 PUBLIC WORKS WATER BILLING				
501-36530-52111	OTHER PROFESSIONAL SVCS	BS& A SOFTWARE	SOFTWARE MAINT 5/1/22 TO 5/1/23	2,639.00
		Total For Dept 36530 PUBLIC WORKS WATER BILLING		<u>2,639.00</u>
 Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52111	OTHER PROFESSIONAL SVCS	FOUNDATION FIRE PROTECTION, INC.	RELOCATE RPX - 35 W MAIN ST	1,950.00
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL 12	322.43
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL 7	479.61
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL 9	276.56
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL 8	378.88
501-36550-53210	SMALL TOOLS & EQUIP	ARLINGTON POWER EQUIPMENT	14" SAW BLADE	119.85
501-36550-53409	PUMP REPAIR SUPPLIES	O'REILLY AUTOMOTIVE STORES, INC	AIR HOSE - WELL 9	31.99
501-36550-53410	METERS PARTS & SUPPLIES	CORE & MAIN LP	WATER METERS	1,783.65
501-36550-53410	METERS PARTS & SUPPLIES	CORE & MAIN LP	2" WATER METER & FLANGES - STA 1	1,422.00
501-36550-53413	DISTRIBUTION SYS REPAIR	JOSEPH D FOREMAN & COMPANY, INC	1 1/2" SERVICE FITTING GASKETS	42.00
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL 8	2,550.99
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL 12	2,540.48
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL 10	2,651.39
501-36550-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	FLINT CREEK ESTATES WATER MAIN REPLACEMENT	<u>3,939.50</u>
		Total For Dept 36550 PUBLIC WORKS WATER SERVICE		<u>18,489.33</u>
 Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-36560-52111	OTHER PROFESSIONAL SVCS	METROPOLITAN INDUSTRIES INC.	METROCLOUD MONITORING/ 8 LIFT STATIONS	360.00
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATIONS - 805 CHURCH ST	23.32
501-36560-53211	OTHER SUPPLIES	MUNICIPAL EMERGENCY SERVICES, INC	CONFINED SPACE GAS MONITORS (3) REPAIR	1,083.00
501-36560-53408	LIFT STATION PARTS & SUP	GRAINGER	FUSES - CHURCH ST LIFT	28.05
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2021 SANITARY SEWER LINING	1,122.50
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 SANITARY SEWER LINING	<u>5,553.25</u>
		Total For Dept 36560 PUBLIC WORKS SEWER SERVICE		<u>8,170.12</u>
		 Total For Fund 501 WATER & SEWER		<u>553,651.99</u>

Fund 601 MEDICAL INSURANCE

Dept 10001 GENERAL GOVERNMENT ADMINISTRATION

VILLAGE OF LAKE ZURICH					Page 11 of 13
WARRANT REPORT - 05/02/2022					
<u>\$1,159,460.51</u>					
<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>	
601-10001-52340	MEDICAL ADMIN FEE	BASIC	FSA PLAN - APRIL 22	106.95	
601-10001-52340	MEDICAL ADMIN FEE	BASIC	COBRA PLAN - APRIL 22	102.00	
601-10001-52340	MEDICAL ADMIN FEE	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	297.12	
601-10001-52341	HEALTH INS. FIXED COSTS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	199,599.96	
601-10001-52342	LOCAL 150 HEALTH INS PRE	MIDWEST OPERATING ENG L/150	LOCAL 150 INSURANCE - JUNE 2022	44,158.00	
			Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	244,264.03	
			Total For Fund 601 MEDICAL INSURANCE	244,264.03	
Fund 603 RISK MANAGEMENT					
Dept 00000					
603-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	2.88	
		Total For Dept 00000		2.88	
Dept 12125 RISK EVENT MANAGEMENT					
603-12125-53205	COMPUTER SUPPLIES	DELL USA LP	OPTIPLEX 3080 SFF BTX	3,339.16	
		Total For Dept 12125 RISK EVENT MANAGEMENT		3,339.16	
			Total For Fund 603 RISK MANAGEMENT	3,342.04	
Fund 615 EQUIPMENT REPLACEMENT					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
615-36001-55254	MACHINERY & EQUIPMENT	FLEET SAFETY SUPPLY	WARNING LIGHTS	867.14	
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		867.14	
			Total For Fund 615 EQUIPMENT REPLACEMENT	867.14	
Fund 710 PERFORMANCE ESCROW					
Dept 00000					
710-00000-21455	BUILDING DEPOSIT PAYABLES	ABC	BD BOND REF - 34 SPRUCE	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	ARS OF ILLINOIS	BD BOND REF - 680 CYPRESS BRIDGE RD	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	CLAUSER, MARION & FREDERICK	BD PAYMENT REF - PB21-0612 - 3 APPLEGARE CIR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	GRNE SOLUTIONS SOLAR	BD BOND REF - 35 E HARBOR DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	GRNE SOLUTIONS SOLAR	BD BOND REF - 35 E HARBOR DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PB21-1264 - 755 PHEASANT RIDGE CT	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PB21-1308 - 283 DENBERRY DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PB21-1332 - 633 CORTLAND DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PB22-0359 - 136 LORRAINE DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	INCREDIBLE BUILDERS	BD PAYMENT REF - PB21-0826 - 477 CAROLIAN DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	JMLI CONSTRUCTION CO INC	BD PAYMENT REF - PERMIT PB21-1439 - 1185 SYCAMORE DR	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	LEETKOWSKI, KATARZYNA	BD PAYMENT REF - PB21-1458 - 945 MARCH	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	MARDOV, ANDON	BD BOND REF - 813 WARWICK LN	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	OSMAN CONSTRUCTION CORP	BD PAYMENT REF - PB21-0533 - 345 S RAND RD	510.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	PETTIS, JOHN DENNIS & ASHELY	BD BOND REF - 1524 CORAL REEF WAY	105.00	
710-00000-21455	BUILDING DEPOSIT PAYABLES	POUL'S LANDSCAPING & NURSERY I	BD BOND REF - 927 HOLLY CIR	1,020.00	

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/02/2022

Page 12 of 13

\$1,159,460.51

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
710-00000-21455	BUILDING DEPOSIT PAYABLES	RENEWAL BY ANDERSON	BD BOND REF - 777 EDELWEISS DR	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SPECIALE, MICHAEL& DANIELLE	BD BOND REF - 714 WARWICK LN	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	VINEETH NALLA	BD PAYMENT REF - PERMIT PB21-0578 - 813 WARWICK LN	1,020.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WILSON HOME RESTORATION, INC	BD BOND REF - 1242 TRACIE DR	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WINDOW NATION	BD BOND REF - 557 SHAKER LN	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WINDOWS AND EXTERIORS BY OLSON, IN	BD BOND REF - 100 BEECH DR	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WINDOWS AND EXTERIORS BY OLSON, IN	BD BOND REF - 280 N RAND RD	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	ZIESEMER, GRANT	BD BOND REF - BBD21-0009 - 23 JOHNATHAN RD	105.00
710-00000-25502	PEG CABLE FEES	APPLE STORE #R258 DEER PARK	VIDEO EQUIPMENT CONFIG FILES	2.99
710-00000-25502	PEG CABLE FEES	B&H PHOTO 800-606-6969 800-22157	OFF-SITE RECORDING GEAR	28.63
710-00000-25502	PEG CABLE FEES	REGISTER@FAA 33P3ER7 HTTPSREGIS	DRONE REGISTRATION	5.00
710-00000-25502	PEG CABLE FEES	AMAZON.COM SALES, INC	HDMI CABLE, USB CABLE, HDMI LIVE SWITCHER	357.79
		Total For Dept 00000		<hr/> 5,149.41
				<hr/> 5,149.41
Total For Fund 710 PERFORMANCE ESCROW				

Fund 720 PAYROLL CLEARING

Dept 00000

720-00000-22253	IMRF W/H	I M R F	PR DEDUCTIONS - MARCH 2022	59,456.91
720-00000-22301	DENTAL / VISION BENEFITS	STANDARD LIFE INSURANCE COMPANY	DENTAL INSURANCE COVERAGE - APRIL	10,531.08
720-00000-22301	DENTAL / VISION BENEFITS	VISION SERVICE PLAN OF ILLINOIS NFP	VISION INSURANCE - APRIL	1,936.37
720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INC.	AFLAC INSURANCE PREMIUM - MARCH	6,046.04
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	I P B C	IPBC INSURANCE COVERAGE - APRIL 2022	1,186.54
		Total For Dept 00000		<hr/> 79,156.94
				<hr/> 79,156.94
Total For Fund 720 PAYROLL CLEARING				

Fund Totals:

Fund 101 GENERAL	148,191.07
Fund 202 MOTOR FUEL TAX	251.62
Fund 207 SPECIAL EVENTS FUND	268.49
Fund 214 TIF #2 DOWNTOWN	34,456.47
Fund 227 DISPATCH CENTER	1,089.06
Fund 401 VILLAGE CAPITAL PROJECTS	82,860.50
Fund 405 NHR CAPITAL PROJECTS	5,911.75

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/02/2022

Page 13 of 13

\$1,159,460.51

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
			Fund 501 WATER & SEWER	553,651.99
			Fund 601 MEDICAL INSURANCE	244,264.03
			Fund 603 RISK MANAGEMENT	3,342.04
			Fund 615 EQUIPMENT REPLACEMENT	867.14
			Fund 710 PERFORMANCE ESCROW	5,149.41
			Fund 720 PAYROLL CLEARING	79,156.94
			Total for All Funds	<u>\$1,159,460.51</u>

Page 1 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 101 GENERAL				
Dept 00000				
101-00000-10322	DRAWER RECREATION	PETTY CASH - PARK & RECREATION	BEACH '22 - PETTY CASH	400.00
101-00000-14101	INVENTORY	CMRS - POSTAGE BY PHONE	POSTAGE REPLENISH A/C	2,000.00
101-00000-15001	PREPAID EXPENDITURES	NORTHEAST MULTI-REGIONAL TRNG.	TRAINING ANNUAL DUES	2,715.44
101-00000-21201	OTHER ACCOUNTS PAYABLE	PADDOCK PUBLICATIONS INC.	LEGAL AD #4581435	207.00
101-00000-21201	OTHER ACCOUNTS PAYABLE	PADDOCK PUBLICATIONS INC.	LEGAL AD #4581434	87.40
101-00000-21203	RECREATION CREDIT PAYABLE	ANGELES, MARITES	REF PRG CXL - DANCE COMPETITION	168.00
101-00000-21203	RECREATION CREDIT PAYABLE	DE CASTRO, EDITH	REF PRG CXL - DANCE COMPETITION	198.00
101-00000-21203	RECREATION CREDIT PAYABLE	JOHNSON, MOLLEE	REF PRG CXL - DANCE COMPETITION	154.50
101-00000-21203	RECREATION CREDIT PAYABLE	KLUNDER, KIM	REF PRG CXL - DANCE COMPETITION	51.00
101-00000-21203	RECREATION CREDIT PAYABLE	MILLER, ELIZABETH	REF PRG CXL - DANCE COMPETITION	154.50
101-00000-21203	RECREATION CREDIT PAYABLE	ROWLEY, JEN	REF PRG CXL - DANCE COMPETITION	168.00
101-00000-21203	RECREATION CREDIT PAYABLE	WILKERSON, CHRISTINE	REF PRG CXL - DANCE COMPETITION	51.00
101-00000-21455	BUILDING DEPOSIT PAYABLES	HIGH RISE SECURITY SYSTEMS	BD PAYMENT REF - INV ERROR	110.00
101-00000-21455	BUILDING DEPOSIT PAYABLES	MK ELECTRIC SERVICES	BD PAYMENT REF - PERMIT #PB210426	260.00
	Total For Dept 00000			<u>6,724.84</u>
Dept 11006 LEGISLATIVE MAYOR & BOARD				
101-11006-52111	OTHER PROFESSIONAL SVCS	IL STATE OF POLICE	FINGER PRINTS A/C #03486	900.00
101-11006-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PZC NAME PLATES	<u>27.00</u>
	Total For Dept 11006 LEGISLATIVE MAYOR & BOARD			<u>927.00</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
101-12001-52201	VILLAGE ATTORNEY	KATHLEEN FIELD ORR & ASSOCIATES	TIF LEGAL EXPENSES APRIL 2022	<u>275.00</u>
	Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION			<u>275.00</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
101-12120-52111	OTHER PROFESSIONAL SVCS	CAREERBUILDER EMPL. SCREENING, LLC	EMPLOYMENT SCREENING SERVICES	<u>908.00</u>
	Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES			<u>908.00</u>

Page 2 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				
101-12180-54308	TAX REBATES	BRADFORD LAKE ZURICH 5 LLC	TAX REBATE - JANUARY 2022	13,812.96
101-12180-54308	TAX REBATES	VILLAGE OF HAWTHORN WOODS	TAX REBATE - JANUARY 2022	4,389.06
101-12180-54308	TAX REBATES	VILLAGE OF KILDEER	TAX REBATE - JANUARY 2022	<u>8,778.12</u>
Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				26,980.14
Dept 13001 FINANCE ADMINISTRATION				
101-13001-51652	TRAINING AND MEETINGS	BEELOW'S STEAKHOUSE LZ	NEW EMP LUNCH	54.22
101-13001-51654	MEMBERSHIPS & SUBSCRIPTIONS	ILLINOIS GFOA	CORRAL - MEMB 2022	100.00
101-13001-52112	PROFESSIONAL ACCOUNTING	BAKER TILLY VIRCHOW KRAUSE, LLP	FISCAL AUDIT 2021	<u>15,000.00</u>
Total For Dept 13001 FINANCE ADMINISTRATION				15,154.22
Dept 17001 TECHNOLOGY ADMINISTRATION				
101-17001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2022 - JUN	2,095.60
101-17001-52118	SOFTWARE MAINTENANCE	DELL, INC	MICROSOFT ENTERPRISE AGREEMENT 2022-2023	13,755.72
101-17001-53203	TELEPHONE & DATA SVCS	AT & T	VH ELEVATOR 540-9255 - APRIL	365.29
101-17001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	INTERNET - 133 N OLD RAND	183.90
101-17001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - APRIL 2022	3,913.96
101-17001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MARCH 2022	52.15
101-17001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MAY 2022	232.60
101-17001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - MAY 2022	142.43
101-17001-55255	COMPUTER SOFTWARE	DELL, INC	MICROSOFT ENTERPRISE AGREEMENT 2022-2023	22,961.82
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & PD - COPIER LEASE	<u>164.73</u>
Total For Dept 17001 TECHNOLOGY ADMINISTRATION				43,868.20
Dept 24001 POLICE ADMINISTRATION				
101-24001-51652	TRAINING AND MEETINGS	LAKE COUNTY CHIEFS OF POLICE ASSOC	LAKE COUNTY CHIEFS MEETING	75.00
101-24001-51652	TRAINING AND MEETINGS	NORTHWEST POLICE ACADEMY	CHIEFS TRAINING	75.00
101-24001-51654	MEMBERSHIPS & SUBSCRIPTIONS	NORTHEAST MULTI-REGIONAL TRNG.	TRAINING ANNUAL DUES	1,939.56
101-24001-52111	OTHER PROFESSIONAL SVCS	GATSO USA, INC	RED LIGHT CAMERA FEE - APRIL	7,230.00
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - MAY	30.43

Page 3 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

GL Number	GL Desc	Vendor	Invoice Description	Amount
101-24001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - PD MAR 2022	343.76
101-24001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - PD APR 2022	346.86
101-24001-53207	PRINTING-STATIONERY/FORM	K & M PRINTING	ENVELOPES	300.00
101-24001-53209	UNIFORMS	GALL'S, LLC	GRUNDER - POLOS	58.82
101-24001-53209	UNIFORMS	JOHNSON, ROBERT	HOLSTER	213.30
101-24001-54316	GRANT PASS-THROUGH EXPENDIT	LC METROPOLITAN ENFORCEMENT GROUP	2022 Q2 MEG JAG GRANT REIMB	<u>71,619.17</u>
Total For Dept 24001 POLICE ADMINISTRATION				<u>82,231.90</u>
Dept 24210 POLICE OPERATIONS				
101-24210-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY STATE'S ATTORNEY	FORENSIC LAB FEE	2,995.00
101-24210-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	STARCOM RADIO FEES	1,530.00
101-24210-52204	OTHER LEGAL	ETERNO, DAVID G	ADJUDICATION HEARING FEE - APR	150.00
101-24210-52703	MAINT-VEHICLES	RACEWAY CAR WASH INC	SQUAD CAR WASHES	773.50
101-24210-52703	MAINT-VEHICLES	RACEWAY CAR WASH INC	SQUAD CAR DETAIL	160.50
101-24210-53209	UNIFORMS	GAFFNEY, COLIN	GYM BAG	232.49
101-24210-53209	UNIFORMS	GAFFNEY, COLIN	WINDBREAKER	35.00
101-24210-53209	UNIFORMS	GALL'S, LLC	BEREZA - SHIRT & SHOES	239.94
101-24210-53209	UNIFORMS	GALL'S, LLC	BIKE UNIT - SHORTS	62.87
101-24210-53209	UNIFORMS	GALL'S, LLC	CASCIO - BAG, SHOES, SHIRTS, PANTS	491.43
101-24210-53209	UNIFORMS	GALL'S, LLC	GAFFNEY - POUCHES	104.01
101-24210-53209	UNIFORMS	GALL'S, LLC	SCARRY - SOCKS, BOOTS, PANTS, SHIRTS	135.84
101-24210-53209	UNIFORMS	GALL'S, LLC	SIEBER - PANTS, BOOTS, CASE	238.95
101-24210-53209	UNIFORMS	GALL'S, LLC	MARINE UNIT - SHOES	118.00
101-24210-53209	UNIFORMS	GALL'S, LLC	BIKE UNIT - EYEWEAR, MACE, BELT KEEPER	133.05
101-24210-53209	UNIFORMS	KOURTEV, GEORGE	VEST KIT	72.04
101-24210-53209	UNIFORMS	THE CYCLERY, INC	BIKE UNIT HELMET	55.98
101-24210-54305	EMPLOYEE EXAMS	CENTRAL POLYGRAPH SERVICE, LTD	POLYGRAPH - CRUZ	<u>210.00</u>
Total For Dept 24210 POLICE OPERATIONS				<u>7,738.60</u>
Dept 24230 POLICE CRIME PREVENTION				
101-24230-52111	OTHER PROFESSIONAL SVCS	TLO LLC	INVESTIGATIVE SEARCH ENGINE	97.90

Page 4 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-24230-52111	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	INVESTIGATIVE SEARCH ENGINE	207.95
101-24230-52111	OTHER PROFESSIONAL SVCS	WEST PUBLISHING GROUP	INVESTIGATIVE SEARCH ENGINE	198.05
101-24230-53209	UNIFORMS	ELEGANT EMBROIDERY INC	EMBROIDERY - BUTLER	<u>25.00</u>
			Total For Dept 24230 POLICE CRIME PREVENTION	528.90
 Dept 24240 POLICE INTERGOVERNMENTAL				
101-24240-51654	MEMBERSHIPS & SUBSCRIP	MAJOR CRASH ASSISTANCE TEAM	CRASH TEAM ANNUAL DUES	<u>500.00</u>
			Total For Dept 24240 POLICE INTERGOVERNMENTAL	500.00
 Dept 25001 FIRE ADMINISTRATION				
101-25001-51651	LICENSING/CERTIFICATIONS	MCHENRY COUNTY COLLEGE	CERTIFICATIONS - MURRAY	775.00
101-25001-51651	LICENSING/CERTIFICATIONS	MCHENRY COUNTY COLLEGE	CERTIFICATIONS - SPATA	775.00
101-25001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2022 - JUN	1,128.40
101-25001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - APRIL 2022	3,131.17
101-25001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MARCH 2022	6.27
101-25001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MAY 2022	27.99
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE DEC 2021	156.09
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE MAR 2022	148.10
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE APR 2022	36.36
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE APR 2022	151.54
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLOS - MURRAY	102.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - STODOLA	108.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, PANTS, SHIRTS, SHORTS, PANTS - BENE	333.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	HAT, SHIRTS - HENRIKSEN	60.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PROMOTION UNIFORM - YEE	125.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS, HAT - RYAN	138.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - KINSLEY	119.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - JOHNSON	129.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PANTS - STAPLETON	148.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	PROMOTION UNIFORM - STAPLETON	461.50
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	ALTERATIONS - HOLDEN	11.00

Page 5 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLO - CORRAL	126.00
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, TOILET PAPER, KLEENEX - ST. 3	127.47
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, HAND SOAP - ST. 1	98.25
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, TOILET CLEANER - ST. 2	65.14
101-25001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & PD - COPIER LEASE	<u>164.74</u>
Total For Dept 25001 FIRE ADMINISTRATION				8,652.52
Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-51652	TRAINING AND MEETINGS	NIPSTA	VEHICLE MACHINERY OPERATIONS - CORRAL & FF	1,950.00
101-25320-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE DEC 2021	303.29
101-25320-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE MAR 2022	287.77
101-25320-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE APR 2022	294.44
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	STRUCTURAL, EXTRICATION, WORK GLOVES, 2X C	6,400.60
101-25320-53210	SMALL TOOLS & EQUIP	MUNICIPAL EMERGENCY SERVICES, INC	NEW STOKES BASKET FOR SQUAD 321	<u>1,040.00</u>
Total For Dept 25320 FIRE FIRE SUPPRESSION				10,276.10
Dept 25330 FIRE EMS				
101-25330-51651	LICENSING/CERTIFICATIONS	RAINEY, PATRICK	PARAMEDIC LICENSE REIMB 2022	40.00
101-25330-53211	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	<u>61.67</u>
Total For Dept 25330 FIRE EMS				101.67
Dept 25340 FIRE SPECIAL RESCUE				
101-25340-53211	OTHER SUPPLIES	AFC INTERNATIONAL, INC	GAS MONITOR REPAIR - MULTIRAE LEL SENSOR	<u>257.18</u>
Total For Dept 25340 FIRE SPECIAL RESCUE				257.18
Dept 25350 FIRE FIRE PREVENTION BUREAU				
101-25350-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE DEC 2021	193.60
101-25350-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE MAR 2022	183.68
101-25350-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE APR 2022	187.95
101-25350-53211	OTHER SUPPLIES	PROMOS 911, INC.	STICKER BADGES	<u>323.87</u>
Total For Dept 25350 FIRE FIRE PREVENTION BUREAU				889.10

Page 6 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
101-28001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY RECORDER	APRIL 2022 STATEMENT	425.00
101-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES WTR/SC/PW	90.96
101-28001-53209	UNIFORMS	R S HUGHES CO., INC.	RAIN REFLECTIVE GEAR	47.59
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				<u>563.55</u>
Dept 36001 PUBLIC WORKS ADMINISTRATION				
101-36001-51651	LICENSING/CERTIFICATIONS	FENTON, STEVE	ARBORIST REIMB 2022	170.00
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	CREDIT - PANTS	(101.88)
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	WORK PANTS RTN - FENTON	(291.60)
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04/28	62.24
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 05/05	156.65
101-36001-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	FD SIMPLEX REPAIR	150.00
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 04/28	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS - 05/05	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	ECO CLEAN MAINTENANCE INC	CLEANING SVC - APRIL	3,743.00
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	505 DIAGNOSTIC WHEEL - HVAC	85.00
101-36001-52701	MAINT-BLDGS & GROUNDS	MC GINTY BROS., INC.	HAZARD TREE REMOVAL	5,200.00
101-36001-52701	MAINT-BLDGS & GROUNDS	RUNCO OFFICE SUPPLY & EQUIPMENT CO	MISC ITEMS	51.90
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEEN PEST MANAGEMENT SERVICES	PW PEST CONTROL - MAY	49.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEEN PEST MANAGEMENT SERVICES	PD PEST CONTROL - MAY	93.00
101-36001-52702	MAINT-LAWN & LANDSCAPING	THE TREE MEDIX, LLC	FERT AND WEED CONTROL	5,000.00
101-36001-52704	MAINT-EQUIPMENT	INTL FIRE EQUIPMENT	MAINTENANCE OF FIRE EXTINGUISHERS - VH	225.82
101-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	1043 PARTRIDGE - LOT42	79.80
101-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES WTR/SC/PW	489.78
101-36001-53204	CELL PHONES & PAGERS	FORCE AMERICA	PW TRUCK DATA PLAN	200.00
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	EZCLIPS	6.34
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	GUTTER EXTENSION FD	8.97
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	STEP LADDER	79.97
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>15,564.65</u>

Page 7 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	BREEZEWALD REPAIR	845.00
101-36420-52701	MAINT-BLDGS & GROUNDS	ECO CLEAN MAINTENANCE INC	CLEANING SVC - APRIL	2,232.00
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	200 S RAND RD	106.59
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	7 E MAIN	24.57
101-36420-53403	LANDSCAPING SUPPLIES	KANZLER CONSTRUCTION LLC	TOPSOIL #213853	90.00
101-36420-53403	LANDSCAPING SUPPLIES	KANZLER CONSTRUCTION LLC	TOPSOIL #213870	90.00
101-36420-53405	BLDG & GROUND MAINT SUPP	BATTERIES PLUS HOLDING CORP	FIRE PANEL BATTERY	27.53
101-36420-53405	BLDG & GROUND MAINT SUPP	FISCHER BROS FRESH CONCRETE	CONCRETE BLOCKS	55.00
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	BREEZEWALD FOOTBATH FITTINGS	82.14
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	SATPLES CONCESSION DETECTORS	35.99
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	BC ANT CONTROL	2.47
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	J BEND	35.64
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	HASP	16.78
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	ROOF PATCH BCA	71.70
101-36420-53407	EQUIP MAINT PART&SUPPLIE	PLAYCORE WISCONSIN INC	PLAYGROUND EQUIPMENT	624.04
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	PAULUS PARK PORT-O-POTTY - MAR	150.80
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	CHESTNUT PORT-O-POTTY - MAY	127.33
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	PAULUS PARK PORT-O-POTTY - APR	140.69
101-36420-54306	EQUIPMENT RENTAL	SERVICE SANITATION, INC	PAULUS PARK PORT-O-POTTY - MAY	140.69
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				4,898.96
Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-51652	TRAINING AND MEETINGS	MUNICIPAL FLEET MANAGERS ASSN.	FORD MEETING	25.00
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 04/28	49.77
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 05/05	44.04
101-36471-52111	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC	SAFETY INSPECTION	71.00
101-36471-52111	OTHER PROFESSIONAL SVCS	MIKE'S TOWING, INC	SAFETY INSPECTIONS	141.00
101-36471-52118	SOFTWARE MAINTENANCE	SNAP-ON INDUSTRIAL	SOFTWARE UPDATE	773.22
101-36471-52701	MAINT-BLDGS & GROUNDS	GRAINGER	T-STAT	38.45

Page 8 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-36471-52703	MAINT-VEHICLES	ALPINE AUTOMOTIVE INC.	FRONT END ALIGNMENT	109.39
101-36471-52703	MAINT-VEHICLES	ALPINE AUTOMOTIVE INC.	FRONT END ALIGNMENT	109.39
101-36471-52703	MAINT-VEHICLES	LAKE ZURICH RADIATOR & A/C SERVICE	A/C REPAIR 247	267.68
101-36471-52703	MAINT-VEHICLES	MACQUEEN EQUIPMENT, LLC	PUMP PACKING REPLACEMENT 215	9,483.25
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	ALIGNMENT 642	59.95
101-36471-52703	MAINT-VEHICLES	WICKSTROM AUTO GROUP, INC	ALIGNMENT 293	59.95
101-36471-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS-NEYFELDT	170.95
101-36471-53211	OTHER SUPPLIES	GRAINGER	SCRUBBING PADS	151.28
101-36471-53406	AUTO PARTS & SUPPLIES	ADVANCE AUTO PARTS	PARTS RETURN - WIPER BLADES	(49.67)
101-36471-53406	AUTO PARTS & SUPPLIES	ADVANCE AUTO PARTS	WIPER BLADES	37.49
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS	172.08
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	WIPER SWITCH	55.27
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	SMART SWITCH	64.47
101-36471-53406	AUTO PARTS & SUPPLIES	FOSTER COACH SALES INC.	A/C CONDENSER	937.95
101-36471-53406	AUTO PARTS & SUPPLIES	GRAINGER	TRAILER PINS	18.48
101-36471-53406	AUTO PARTS & SUPPLIES	LEACH ENTERPRISES INC	CORE CREDIT	(40.00)
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	SWITCH	37.36
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	CREDIT	34.42
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	HANDLE 215	124.21
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	T HANDLE	36.16
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	WIPER BLADES	55.37
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	249.04
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	245.78
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	STRUTS	451.42
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	RESISTOR	26.84
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BELT	23.67
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FILTERS/DEF	202.29
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	STABILIZER	50.44
101-36471-53406	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	TIRES	1,187.40
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	BAR	114.05
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	SWITCH	54.02

Page 9 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	SWITCH	30.72
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	SCREW	1.74
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	CUSHION	21.16
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	CUSHION	10.58
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	SNOW BLOWER PARTS	204.45
101-36471-53407	EQUIP MAINT PART&SUPPLIE	GEIB INDUSTRIES INC	HOSE FITTING	200.76
101-36471-53407	EQUIP MAINT PART&SUPPLIE	HYDRAULIC SERVICES	FITTING	32.72
101-36471-53407	EQUIP MAINT PART&SUPPLIE	INTERSTATE ALL BATTERY CENTER	TRAILER BATTERY #13	30.30
101-36471-53407	EQUIP MAINT PART&SUPPLIE	INTERSTATE ALL BATTERY CENTER	TRAILER BATTERY	30.30
101-36471-53407	EQUIP MAINT PART&SUPPLIE	KNAPHEIDE EQUIPMENT CO - CHICAGO	TRAILER BRAKES	1,548.31
101-36471-53407	EQUIP MAINT PART&SUPPLIE	KNAPHEIDE EQUIPMENT CO - CHICAGO	TARILER BRAKES	2,287.54
101-36471-53407	EQUIP MAINT PART&SUPPLIE	KNAPHEIDE EQUIPMENT CO - CHICAGO	TRAILER DECKING	1,298.79
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	LAMP	28.88
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	SPARK PLUG	14.54
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	CREDIT - CORE DEP	(9.00)
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BATTERY	67.16
101-36471-53418	LUBRICANTS & FLUIDS	ADVANCE AUTO PARTS	OIL	54.41
101-36471-53418	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL., INC	OIL	4,386.80
101-36471-53418	LUBRICANTS & FLUIDS	MOTOR PARTS & EQUIPMENT CORP	A/C OIL	30.58
101-36471-53418	LUBRICANTS & FLUIDS	MOTOR PARTS & EQUIPMENT CORP	FILTERS/DEF	99.54
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				26,013.14
Dept 67965 RECREATION ATHLETICS				
101-67965-52115	RECREATION PROGRAM SERVICE	ON COURSE RIDING ACADEMY	SPRING I - HORSE LOVERS	500.50
Total For Dept 67965 RECREATION ATHLETICS				500.50
Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				
101-67975-52115	RECREATION PROGRAM SERVICE	MORETTI, KATHRYN A.	GUITAR/UKULELE WINTER II & SPRING I & II 19 PA	2,037.75
Total For Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				2,037.75
Total For Fund 101 GENERAL				255,591.92

Page 10 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
202-36001-52701	MAINT-BLDGS & GROUNDS	MEADE, INC	MN STREET SIGNAL MAINT	200.00
202-36001-53201	ELECTRICITY	AEP ENERGY, INC	STREETLIGHT ELECTRIC - MARCH 22	12,938.22
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	380.77
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	45 S OLD RAND	27.57
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	280 CLAIRVIEW	31.53
202-36001-55253	INFRASTRUCTURE IMPROVEMT	TRAFFIC CONTROL & PROTECTION INC	PED CROSSING AND ARROW SIGNS	<u>444.80</u>
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>14,022.89</u>
Total For Fund 202 MOTOR FUEL TAX				<u>14,022.89</u>
Fund 207 SPECIAL EVENTS FUND				
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	RECREATION SIGN UP - APR	<u>9.99</u>
Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN				<u>9.99</u>
Dept 67603 RECREATION FARMERS MARKET				
207-67603-52115	RECREATION PROGRAM SERV	JENNINGS, CHARLES K	FARMERS MARKET BAND - JENNINGS 6/3	<u>200.00</u>
Total For Dept 67603 RECREATION FARMERS MARKET				<u>200.00</u>
Dept 67699 RECREATION MISC SPECIAL EVENTS				
207-67699-53212	PROGRAM SUPPLIES	ARBOR DAY FOUNDATION 402-474-5	SEEDLINGS FOR ARBOR DAY	<u>146.62</u>
207-67699-53212	PROGRAM SUPPLIES	PERRICONE GARDEN CENTER & NURSERY	ARBOR DAY SUPPLY	<u>275.00</u>
Total For Dept 67699 RECREATION MISC SPECIAL EVENTS				<u>421.62</u>
Total For Fund 207 SPECIAL EVENTS FUND				<u>631.61</u>

Page 11 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
214-10490-52201	VILLAGE ATTORNEY	KATHLEEN FIELD ORR & ASSOCIATES	TIF LEGAL EXPENSES APRIL 2022	99.00
214-10490-52701	MAINT-BLDGS & GROUNDS	ADAMS STEEL SERVICE & SUPPLY, INC	TIF PROPERTY MAINTENANCE - CRAVING GYROS	78.85
214-10490-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	RELOCATED CONDENSER - CRAVING GYROS	865.00
214-10490-55253	INFRASTRUCTURE IMPROVEMT	PADDOCK PUBLICATIONS INC.	BID NOTIFACATION - AD 1680795	126.50
		Total For Dept 10490 GENERAL GOVERNMENT TIF		<u>1,169.35</u>
			Total For Fund 214 TIF #2 DOWNTOWN	<u>1,169.35</u>
Fund 227 DISPATCH CENTER				
Dept 24220 POLICE DISPATCH				
227-24220-52111	OTHER PROFESSIONAL SVCS	FRONTLINE PUBLIC SAFETY SOLUTIONS	PRO Q.A REVIEW ANNUAL FEE	1,155.00
227-24220-52704	MAINT-EQUIPMENT	RADICOM INC.	RADIO REPAIR	123.75
227-24220-53210	SMALL TOOLS & EQUIP	NATIONAL BUSINESS FURNITURE	DISPATCH CHAIRS	473.00
		Total For Dept 24220 POLICE DISPATCH		<u>1,751.75</u>
			Total For Fund 227 DISPATCH CENTER	<u>1,751.75</u>
Fund 310 TIF #1 DEBT SERVICE				
Dept 10490 GENERAL GOVERNMENT TIF				
310-10490-56603	INTEREST	BANK OF NEW YORK MELLON	DEBT SERVICE INTEREST	206,842.50
310-10490-56603	INTEREST	BANK OF NEW YORK MELLON	DEBT SERVICE INTEREST	34,650.00
310-10490-56605	PAYING AGENT FEES	BANK OF NEW YORK MELLON	PAYING AGENT FEE 2016A	750.00
		Total For Dept 10490 GENERAL GOVERNMENT TIF		<u>242,242.50</u>
			Total For Fund 310 TIF #1 DEBT SERVICE	<u>242,242.50</u>

Page 12 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	HITCHCOCK DESIGN INC	PAULUS PARK PLANNING - OSLAD	2,028.03
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HASTINGS AIR-ENERGY CONTROL, INC	PLYMOVENT REPLACEMENT STATION #1	<u>24,764.00</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>26,792.03</u>
			Total For Fund 401 VILLAGE CAPITAL PROJECTS	<u>26,792.03</u>
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MOBOTREX, INC	N OLD RAND RD - FOUNDATION ANCHORS	1,066.00
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MOBOTREX, INC	N OLD RAND - POLES	1,884.00
405-36001-55253	INFRASTRUCTURE IMPROVEMT	SCHROEDER & SCHROEDER, INC	2022 CONCRETE PROGRAM #1 - JOB #2215	<u>154,908.90</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>157,858.90</u>
			Total For Fund 405 NHR CAPITAL PROJECTS	<u>157,858.90</u>
Fund 501 WATER & SEWER				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
501-36001-51654	MEMBERSHIPS & SUBSCRIP	J U L I E INC.	2022 MEMBERSHIP ASSESSMENT	3,085.81
501-36001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MAY 2022	19.27
501-36001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - MARCH 2022	4.32
501-36001-53203	TELEPHONE & DATA SVCS	WINDSTREAM	ANALOG LINES - MAY 2022	569.72
501-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES WTR/CS/PW	270.23
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS 04/28	35.66
501-36001-53209	UNIFORMS	CINTAS CORPORATION #2	UNIFORMS/MATS - 05/05	211.50
501-36001-56603	INTEREST	BANK OF NEW YORK MELLON	DEBT SERVICE 2016B INTEREST	5,200.00
501-36001-56603	INTEREST	BANK OF NEW YORK MELLON	DEBT SERVICE INTEREST	<u>16,100.00</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>25,496.51</u>

Page 13 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 36530 PUBLIC WORKS WATER BILLING				
501-36530-52111	OTHER PROFESSIONAL SVCS	DATAPROSE, LLC	WATER BILL PROCESSING - APR 2022	722.28
501-36530-53206	POSTAGE & SHIPPING	DATAPROSE, LLC	WATER BILL PROCESSING - APR 2022	<u>2,597.80</u>
			Total For Dept 36530 PUBLIC WORKS WATER BILLING	3,320.08
Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52113	ENGR/ARCHITECTURAL	CDM SMITH, INC	ENGINEERING SVCS - WELL #10	7,840.00
501-36550-52607	WATER SAMPLE ANALYSIS	SUBURBAN LABORATORIES, INC.	WATER SAMPLE ANALYSIS - APR	533.55
501-36550-52708	MAINT-PUMPS	LAYNE CHRISTENSEN COMPANY	WELL 9 PREVENTATIVE MAINTENANCE	50,100.80
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #7	590.98
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #8	6,288.32
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #10	6,864.92
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #11	166.70
501-36550-55254	MACHINERY & EQUIPMENT	CONCENTRIC INTEGRATION, LLC	PARTIAL PHASE 2 SCADA IMPROVEMENTS-CELLUI	11,199.00
501-36550-55256	VEHICLES	SECRETARY OF STATE VEHICLE SVC DEPT	TITLE/PLATES	<u>158.00</u>
			Total For Dept 36550 PUBLIC WORKS WATER SERVICE	83,742.27
Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-35560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDROGEN SULFIDE REDUCTION PRG	5,000.00
501-36560-52113	ENGR/ARCHITECTURAL	BAXTER & WOODMAN, INC	2022 PRETREATMENT ASSISTANCE	406.25
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	ELECTRICITY- FLOW CONTROL	45.58
501-36560-53201	ELECTRICITY	COMMONWEALTH EDISON	ELECTRICITY- VACUUM PRIMING STRUCTURES	52.43
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1115 BETTY DR	34.48
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1297 BERKSHIRE LN	260.32
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1160 BRISTOL TRAIL	239.80
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 700 OLD MILL GROVE	100.31
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 719 CYPRESS BRIDGE	52.54
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1150 DEERPATH RD	85.32
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 90 S PLEASANT RD	157.08
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 61 W MAIN	90.40
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 750 N OLD RAND	2,334.76

Page 14 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

GL Number	GL Desc	Vendor	Invoice Description	Amount
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 825 W MAIN ST	642.73
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1100 QUENTIN	1,668.01
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1080 HONEY LAKE	43.34
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1160 THORNDALE	324.97
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1005 MARCH	103.32
501-36560-53408	LIFT STATION PARTS & SUP	USA BLUEBOOK	CABLE TIES/ELEC TAPE	257.19
			Total For Dept 36560 PUBLIC WORKS SEWER SERVICE	<u>11,898.83</u>
				<u>124,457.69</u>
Total For Fund 501 WATER & SEWER				<u>124,457.69</u>
Fund 615 EQUIPMENT REPLACEMENT				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
615-36001-55254	MACHINERY & EQUIPMENT	R.A. ADAMS ENTERPRISES, INC.	BRAVO UTILITY TRAILER PER QUOTE Q35784	9,530.00
615-36001-55261	VEHICLES - POLICE	TRUCK VAULT	TRUCK VAULT PER QUOTE# 239492	5,734.25
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	<u>15,264.25</u>
				<u>15,264.25</u>
Total For Fund 615 EQUIPMENT REPLACEMENT				<u>15,264.25</u>
Fund 710 PERFORMANCE ESCROW				
Dept 00000				
710-00000-21455	BUILDING DEPOSIT PAYABLES	ARCHADECK OF CHICAGOLAND	BD BOND REF - PERMIT #BBD21-0004	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	CROST, ERIC & LAURA	BD BOND REF - PERMIT #BBD22-0123	1,020.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	DETERS, ROBERT & WENDY	BD BOND REF - PERMIT #BBD21-0084	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	DP LANDSCAPING	BD BOND REF - 3 CORTLAND CIR	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	GOLDFINCH CONSTRUCTION LLC	BD BOND REF - PERMIT #PBBD21-0036	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HETMAN ENTERPRISES INC	BD BOND REF - PERMIT #BBD22-0081	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	HOME DEPOT USA INC	BD PAYMENT REF - PB21-1378 - 747 HANDLEY CT	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	LZ ACE LLC	BD BOND REF - PERMIT #BBD22-0235	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	MULLER EXTERIORS	BD PAYMENT REF - PB21-1247 - 583 CORTLAND C	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NEXT DOOR & WINDOW	BD PAYMENT REF - PB21-0254 - 146 PARKWAY A'	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	OTTO, SHERRILL	BD BOND REF - PERMIT #BBD22-0028	105.00

Page 15 of 16

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 05/16/2022

\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
710-00000-21455	BUILDING DEPOSIT PAYABLES	QUICKER, DANIEL J	BD BOND REF - 799 INTERLAKEN DR	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	RENEWAL BY ANDERSON	BD BOND REF - 1060 COUNTRY CLUB RD	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SIGNS ART	BD PAYMENT REF - PB21-1329 - 884 S RAND RD E	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SNIADALA, MICHAL	BD PAYMENT REF - PB21-1179 - 325 S OLD RAND	1,125.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	SUNRUN INSTALLATION INC	BD BOND REF - PERMIT #BBD22-0200	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	WETZLER, ERIK	BD BOND REF - 965 BRISTOL TRAIL RD	105.00
710-00000-25502	PEG CABLE FEES	MATTISON, JUSTIN	APRIL 2022 MEDIA CREW	63.75
710-00000-25502	PEG CABLE FEES	VIRGILIO, OLIVIA C	APRIL 2022 MEDIA CREW	63.75
710-00000-25502	PEG CABLE FEES	COMCAST CABLE COMMUNICATIONS MGMT	COMBINED INTERNET - APRIL 2022	782.79
		Total For Dept 00000		<hr/> 4,630.29
		Total For Fund 710 PERFORMANCE ESCROW		<hr/> 4,630.29
Fund 720 PAYROLL CLEARING				
Dept 00000				
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	NCPERS-IL IMRF - 0157	GROUP LIFE INSURANCE - MAY	<hr/> 172.00
		Total For Dept 00000		<hr/> 172.00
		Total For Fund 720 PAYROLL CLEARING		<hr/> 172.00

Page 16 of 16

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 05/16/2022
\$844,585.18

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
	Fund 101 GENERAL			255,591.92
	Fund 202 MOTOR FUEL TAX			14,022.89
	Fund 207 SPECIAL EVENTS FUND			631.61
	Fund 214 TIF #2 DOWNTOWN			1,169.35
	Fund 227 DISPATCH CENTER			1,751.75
	Fund 310 TIF #1 DEBT SERVICE			242,242.50
	Fund 401 VILLAGE CAPITAL PROJECTS			26,792.03
	Fund 405 NHR CAPITAL PROJECTS			157,858.90
	Fund 501 WATER & SEWER			124,457.69
	Fund 615 EQUIPMENT REPLACEMENT			15,264.25
	Fund 710 PERFORMANCE ESCROW			4,630.29
	Fund 720 PAYROLL CLEARING			172.00
Total for All Funds				<u>\$ 844,585.18</u>



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: May 2, 2022

To: Ray Keller, Village Manager *PK*

From: Roy Witherow, Assistant Village Manager

CC: Sarosh Saher, Community Development Director
Mary Meyer, Building Services Supervisor
Tim Verbeke, Planner

Re: Zoning Variation for a Pool – 305 Knox Park Road

Issue

Mr. Deron and Ms. Donna Hart (the “Applicant” and “Owner”), have filed a zoning application for the property at 305 Knox Park Road (the “*Subject Property*”). Specifically, the Applicant is seeking:

- A Variation from Code Section 9-3-11-C-3, Residential Minimum Yards: Rear Yard

2014-2019 Strategic Plan. This agenda item is consistent with the following objectives under Goal #2 – Development:

- Become more business friendly and customer oriented

Analysis

The Subject Property is located within the Village’s R-5 Residential District that provides for single-family homes. The R-5 zoning district requires a 23-foot setback for both above and in-ground pools from any rear lot line. Pools may be located no less than 7 feet from any interior side lot line and cannot be placed within any required front yard, corner yard, or side yard. In the case of the subject property, the above ground pool is proposed to be constructed 17 feet from the rear lot line (encroaching 6 feet into the required setback) but will not encroach into the interior side yard or street yard setback.

Variation for a Pool – 305 Knox Park Road
May 2, 2022

The proposed above-ground pool is 12 feet wide x 23 feet long, and designed as a non-diving pool with a maximum depth of 4.5 feet. This is part of a series of improvement to the property including: replacing the siding, and replacing the asphalt driveway with a concrete driveway.

The Applicant has stated that, due to existing property configuration limitations, the proposed location in the rear yard is the only possible location to construct the above-ground pool. The rear yard on the property is 36 feet deep. With a 23-foot setback, the property owner is left with 13 feet to install the pool.

Pursuant to public notice published on April 5, 2022, in the Daily Herald, a public hearing was scheduled with the Lake Zurich Planning & Zoning Commission for April 20, 2022, to consider the Application. On April 5, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff of the Community Development Department evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and found that under Standard H “No Other Remedy,” that there are means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

The Applicants indicated that they were aware of the 23-foot rear yard setback requirement for pools. They were aware of the staff’s analysis stating that in order to meet the code, the proposed pool would either need to be reduced in width by 6 feet or relocated to within 1 foot of the rear wall of the house. Additionally, an anonymous letter of objection had been submitted to the PZC.

However, the PZC found that the remedies suggested by staff did not necessarily provide reasonable use of the property through the functionality, utility and enjoyment that the Applicants sought with the proposed variation for the pool and therefore voted 4-0 in favor of recommending approval of the requested variation.

The video stream from the PZC meeting can be accessed via the link:
<https://play.champds.com/lakezurichil/event/54>

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

Recommendation

At their meeting on April 20, 2022, the Planning and Zoning Commission recommended approval of the variation and provided its findings and conditions for approval. These findings are incorporated and made a part of the approval ordinance submitted to the Village Board for consideration, and subject to the following conditions for approval.

Variation for a Pool – 305 Knox Park Road
May 2, 2022

While staff indicated that there were remedies available to construct the pool without the need for a variation, these remedies do not provide reasonable use of the property through the functionality, utility and enjoyment that the Applicants sought with the proposed variation for the pool.

Staff therefore recommends approval of the ordinance with the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application prepared by Mr. Deron and Ms. Donna Hart, homeowners of 305 Knox Park Rd; and Cover Letter both dated April 5, 2022.
 - b. Exhibit A: Legal Description of the Subject property
 - c. Plat of Survey provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
 - d. Above-ground Pool Example provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
2. As further mitigation for development of above-ground pool, the applicant shall agree not to further increase the amount of impervious surface on the parcel, beyond what is being proposed.
3. The Applicant shall ensure that the existing landscape material and proposed fence along the lot lines coterminous with the adjacent properties to the west, north and south that serve as visual screening shall be properly maintained to continue its function as visual screening.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the property
 - Exhibit B – April 20, 2022 Staff Report and PZC final findings, recommendation and conditions
 - Exhibit C – Development Application and attachments dated April 5, 2022

ORDINANCE NO. 2022-05-462



AN ORDINANCE GRANTING A VARIATION

(305 Knox Park Road - Swimming Pool)

WHEREAS, Deron and Donna Hart ("Applicant") filed an application with the Village of Lake Zurich dated April 4, 2022 ("PZC 2022-05") for the single-family residential property located at 305 Knox Park Road ("Property"), said Property legally described in **Exhibit A**, for zoning approval for a variation to the setback requirements applicable to the Property to allow for the construction of an above ground pool to encroach into the required rear yard setback for the Property; and

WHEREAS, said Property is located within the R-5 Single Family Residential Zoning District ("District") in the Village; and

WHEREAS, the Applicant has filed this request for zoning relief which was heard by the Lake Zurich Planning and Zoning Commission ("PZC"); and

WHEREAS, Applicant seeks a variation from the requirement of Section 9-3-11 of the Village of Lake Zurich Zoning Code ("Code") establishing a minimum rear yard setback of 23 feet in the rear yard for this Property in this District for all swimming pools; and

WHEREAS, the District further provides that swimming pools can be located no less than 7 feet from any interior side lot line and cannot be located within any required front yard, corner yard, or side yard; and

WHEREAS, due to the allowable rear yard area and setback limitations for the Property, the proposed location in the rear yard is the only possible location to construct the above-ground pool; and

WHEREAS, Applicant seeks a variation from the required 23-foot setback to allow an above ground swimming pool 12 feet in width and 23 feet in length, with a maximum depth of 4.5 feet, with the pool to encroach 6 feet into the required setback and be located 17 feet from the rear lot line; and

WHEREAS, strict application of the required 23-foot rear yard setback to this Property would leave the Applicant with only 13 feet in the rear yard to install the swimming pool; and

WHEREAS, to reasonably locate the proposed swimming pool within the applicable setbacks, Applicant seeks to place the pool 17 feet from the rear lot line, 10 feet off the north side lot line, and 29 feet off the south side lot line, in compliance with the Code regulations for the side yards for this Property; and

WHEREAS, the swimming pool will be screened along the rear of the Property by a series of mature trees and a fence to maintain sightlines and minimize any adverse visual impact on neighboring property; and

WHEREAS, on April 5, 2022, the Village posted a public hearing sign on the Property and public notice of the public hearing was published on April 5, 2022, in the Daily Herald, for a public hearing scheduled with the PZC for April 20, 2022, to consider this Application; and

WHEREAS, the Lake Zurich PZC conducted a public hearing on April 20, 2022, to consider the Applicant's request for a variation to allow a reduction in the minimum rear yard setback from the 23 feet required by Section 9-3-11 of the Code, for this Property, in this District, to 17 feet, and did consider the application, documentation submitted and all of the facts and circumstances affecting the application, relative to those requirements and standards for variations set forth at Sections 9-17-2, 9-17-3 and 9-17-4 of the Code, as described in the report and recommendations set forth in the April 20, 2022 STAFF REPORT, consisting of 19 pages, those findings and recommendations of said STAFF REPORT adopted by the PZC as its own at its April 20, 2022 meeting, all 19 pages of said STAFF REPORT attached hereto as **Exhibit B**; and

WHEREAS, at its May 2, 2022 meeting, the Mayor and Board of Trustees considered the above referenced findings and recommendations of the PZC recommending the grant of this variation in order to afford the Applicant adequate functionality, utility and enjoyment of the proposed pool, and having considered all of the facts and circumstances affecting the application, and has determined that the application adequately meets the applicable standards in Sections 9-17-2, 9-17-3 and 9-17-4 of the Lake Zurich Zoning Code for the Property in this District.

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

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

SECTION 2: GRANT OF VARIATION AND CONDITIONS. The Mayor and Board of Trustees do hereby accept and adopt the recommendation of the Plan Commission to grant the variation requested by Applicant for a reduction in yard requirements at Section 9-3-11 Paragraph E.6.1 from the required rear yard setback of 23 feet to authorize an encroachment of 6 feet to allow a rear year setback of 17 feet, and, based upon all information and evidence presented to the PZC, approve and adopt the PZC recommendation to grant this variation for the Property subject to the following terms and conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application prepared by Mr. Deron and Ms. Donna Hart, homeowners of 305 Knox Park Rd; and Cover Letter both dated April 5, 2022.
 - b. Exhibit A: Legal Description of the Subject property
 - c. Plat of Survey provided by Mr. Deron and Ms. Donna Hart, dated January 6, 2021.
 - d. Above-ground Pool Example provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.

2. As further mitigation for development of above-ground pool, the applicant shall agree not to further increase the amount of impervious surface on the parcel, beyond what is being proposed.
3. The Applicant shall ensure that the existing landscape material and proposed fence along the lot lines coterminous with the adjacent properties to the west, north and south that serve as visual screening shall be properly maintained to continue its function as visual screening.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF VARIATION. The findings and recommendation of the PZC, based upon its consideration of staff reports and filings provided to the PZC, are hereby accepted by the Board and adopted as its own, based upon all available information from both the PZC hearing and the discussions taking place at the PZC and Board meeting and shall be made a part of the official record for the application.

SECTION 4: COMPLIANCE WITH ORDINANCE AND ALL CODES. Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Property pursuant to the approval granted in this Ordinance until all conditions precedent of this Ordinance and Code requirements for such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

SECTION 5: SEVERABILITY. If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval and publication, as provided by law.

PASSED THIS _____ day of May, 2022.

Ayes:

Nays:

Absent:

APPROVED this _____ day of May, 2022.

Mayor Tom Poynton

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal Description of Property

LOT 55 IN CEDAR CREEK UNIT IV, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1990 AS DOCUMENT 2894515, IN LAKE COUNTY, ILLINOIS.

Parcels Involved: 14-21-210-026

EXHIBIT B

Staff Report Dated April 20, 2022

19 pages



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2022-05
PZC Hearing Date: April 20, 2022

AGENDA ITEM 5.A

STAFF REPORT

To: Chairperson Stratman and Members of the Planning & Zoning Commission
 From: Sarosh Saher, Community Development Director
 CC: Mary Meyer, Building Services Supervisor
 Tim Verbeke, Planner
 Date: April 20, 2022
 Re: PZC 2022-05 Zoning Variation for Pool at 305 Knox Park Road

SUBJECT

Mr. Deron and Ms. Donna Hart (the "Applicant" and "Owner") request a Variation from Zoning Code Section 9-3-11-C-3, Residential Minimum Yards: Rear Yard to allow for the construction of an above-ground pool that will encroach into the required 23-foot rear yard setback at the property commonly known as 305 Knox Park Road, legally described in Exhibit A attached hereto (the "Subject Property").

GENERAL INFORMATION

Requested Action:	Variation
Current Zoning:	R-5 Single Family Residential District
Current Use:	Single Family Home
Property Location:	305 Knox Park Road
Applicant and Owner:	Mr. Deron and Ms. Donna Hart
Staff Coordinator:	Tim Verbeke, Planner

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

LIST OF EXHIBITS

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

BACKGROUND

Mr. Deron and Ms. Donna Hart (the “Applicant”), are the owners of the property located at 305 Knox Park, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on April 4, 2022 (the “Application”) seeking:

- A Variation from Code Section 9-3-11-C-3, Residential Minimum Yards: Rear Yard

The Subject Property is located within the Village’s R-5 Residential District that provides for single-family homes. The R-5 zoning district requires a 23-foot setback for both above and in-ground pools from any rear lot line. Pools may be located no less than 7 feet from any interior side lot line and cannot be placed within any required front yard, corner yard, or side yard. In the case of the subject property, the above ground pool is proposed to be constructed 17 feet from the rear lot line (encroaching 6 feet into the required setback) but will not encroach into the interior side yard or street yard setback.

Currently, there is a concrete patio in the rear yard in the allowable rear yard setback. The proposed above-ground pool will encroach 10 feet farther into the rear yard than the existing patio. The Applicants are proposing to completely remove the concrete patio and install a concrete pad for a proposed hot tub. This hot tub will be in compliance with all setbacks. The owners will obtain the clearance from all utility companies to install the above ground pool in the rear yard prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the pool from being constructed in the rear portion of this lot.

The proposed above-ground pool is 12 feet wide x 23 feet long, and designed as a non-diving pool with a maximum depth of 4.5 feet. This is part of a series of improvement to the property including: replacing the siding, and replacing the asphalt driveway with a concrete driveway. Later this summer, the Applicant will be installing a hot tub, and deck in the rear yard as part of the property revitalization. The Village has not received any letters of objections to the construction of the pool at the proposed location. The applicant will not be affecting either of the side yards or the front yard of the property adjacent to it.

The Applicant has stated that, due to existing property configuration limitations, the proposed location in the rear yard is the only possible location to construct the above-ground pool. The rear

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

yard on the property is 36 feet deep. With a 23-foot setback, the property owner is left with 13 feet to install the pool.

As such, to accommodate the pool proposed by the applicant, it would be set back 17 feet from the rear lot line (encroach 6 feet into the required setback), and 10 feet off the north side lot line, and 29 feet of the south side lot line, which are in compliance with the Lake Zurich Zoning Code regulations. The pool will be screened on along the rear by a series of mature trees and a fence to maintain sightlines and to not infringe on the neighbor's enjoyment of their property. The area of the rear yard will need to be surrounded by a 5-foot fence per the requirement of the code.

Pursuant to public notice published on April 5, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for April 20, 2022, to consider the Application. On April 5, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. **Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. **Zoning History.** The property is located within the Cedar Creek Subdivision (Unit IV) on Lot 55, which was recorded on August 25, 1987 in Lake County and is zoned within the R-5 Single Family Residential District. The existing home was built in 1992. Using documents from the Lake County's collection of aerial photographs, Staff was able to conclude that the home has not had major exterior alteration since initial construction
- C. **Surrounding Land Use and Zoning.** The subject property is zoned within the R-5 Single Family Residential District. The surrounding properties to the north, south, east, and west are zoned within the R-5 Single Family Residential District and are improved with residences within Cedar Creek Subdivision developed in the late 1980s and early 1990s.
- D. **Trend of Development.** The residence at 305 Knox Park Rd was constructed in 1992. It is a single-story home and is similar to other homes in the subdivision that were constructed in the late 1980s and early 1990s.
- E. **Zoning District.** The zoning code provides for four (4) zoning districts for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-5 district allows for somewhat higher density residential use and smaller lot sizes.

Taken as a whole, the residential district regulations are intended to preserve established neighborhoods and encourage new residential development, but only in a manner consistent with the overall character of the village. (Ord. 10-2004)

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

F. **General provisions for the granting of variations.** The purpose of the variation procedure is intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen particular applications of the zoning code that create practical difficulties or particular hardships for which no other remedy is available.

Section 9-17-3 entitled "Authorized Variations" provides a list of the zoning code provisions that may be varied by authority of the Village Board.

GENERAL FINDINGS

Staff of the Community Development Department and its development review team have evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offer findings on specific sections of the Code as they relate to the development of the property.

Staff finds that under Standard H "No Other Remedy," that there are means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

However, to provide the property owner with due procedure to be heard by the PZC, staff has evaluated the request for a variation against the standards provided in Section 9-17-4 of the Zoning Code.

9-17-4: STANDARDS FOR VARIATIONS.

A. **General Standard:** No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

Staff Response: Standard met. The Applicant has demonstrated that there is a practical difficulty in constructing the above-ground pool in compliance with the provisions of the zoning code.

Staff has determined that there are no other potential locations on the property where an above-ground pool could be constructed and not violate the setback requirements. These include the two interior side yard and the front yard of the property.

B. **Unique Physical Condition:** The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

Staff Response: Standard partially met. There is no unique physical condition, presence of an existing use or structure, irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions that would make the subject property unique from its immediately surrounding properties and thereby warrant a variation. The subject property is consistent in dimension and size with the neighboring properties at 295 and 315 Knox Park Road directly to the north and south of the subject property.

The 12x23 pool is proposed to be setback 17 feet from the rear lot line, 10 feet off the north side lot line, and 29 feet of the south side lot line.

The proposal could meet the requirements of the zoning code and not need a variation through the following options recommended by staff:

- Reduce the width of the pool from 12 feet to 6 feet in total width, OR
- Move the entire pool so that it is setback 1 foot from the foundation of the house, therefore meeting the 23-foot rear yard setback.

C. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

Staff Response: Standard met. The unique or extraordinary physical condition was not the result of any action of the property owner, rather a result of the design and configuration of the original developer who was not known to the current property owner.

D. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Staff Response: Standard met. The owner is requesting a 12 foot by 23 foot above-ground pool. Denying the above-ground pool to be built would deny the property owners the opportunity to enjoy a feature offered to other residents at its most practical utility.

E. Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Staff Response: Standard met. The hardship does not involve the inability of the owner to enjoy any special privilege in using the property. Granting the variation will

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

allow the current owners to enjoy an above-ground pool that is traditional and customary to the enjoyment and use of a residential property in a manner similar to other properties in this area.

F. Code and Plan Purposes: The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

Staff Response: Standard met. Granting the variation would not change the residential use of the Subject Property. The location and design of the home, potential above-ground pool and other accessory structures will continue to remain in harmony with the residential purpose of the zoning code and comprehensive plan. The inclusion of a pool on the property would not detract from any stormwater drainage on the property as it is currently designed to accommodate overland drainage through the provision of easements on three sides of the property.

G. Essential Character of the Area: The variation would not result in a use or development on the subject property that:

1. Detrimental to Enjoyment: Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

Staff Response: Standard met. Granting of the variation will not create a negative effect on public welfare, enjoyment, development, or value of property if the Applicant is granted the requested variation.

2. Light and Air: Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Staff Response: Standard met. Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity as the Applicants only wish to construct an above-ground pool and surrounding fence that will be no greater than the height of the principal structure. The proposed above-ground pool will be built to modern standards of the building code.

3. Congestion: Would substantially increase congestion in the public streets due to traffic or parking; or

Staff Response: Standard met. Granting of the variation would not increase any congestion due to traffic or parking as the land use of the property is not being changed.

4. Flood or Fire: Would unduly increase the danger of flood or fire; or

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

Staff Response: Standard met. The proposed above-ground pool will conform to current building codes.

5. Tax Public Facilities: Would unduly tax public utilities and facilities in the area

Staff Response: Standard met. Granting of the variation would not cause the property to tax public utilities or facilities in the area other than what is currently caused by the use and function of the existing residence and the traditional customary water usage of a pool, charges and fees for which are being borne by the property owner.

6. Endangerment: Would endanger the public health or safety.

Staff Response: Standard met. The proposed variation would not affect the public's health, safety or welfare. The proposed 12-foot x 23 foot above-ground pool will be surrounded by a fence as required by the building codes.

H. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Staff Response: Standard partially met. The Applicant has stated that the requested variation is the only option for the Applicant to build the above-ground pool and the proposed location is the minimum adjustment that the property owner can accommodate to include the requested level of functionality, utility and enjoyment.

However, staff has determined that the Applicant has the ability to construct the said pool in a manner that will meet the requirements of the zoning codes thereby not requiring a variation.

- Reduce the width of the pool to 6 feet in total width; OR
- Move the entire pool so that it is setback 1 foot from the foundation of the house, therefore meeting the 23-foot rear yard setback.

While these suggested remedies would allow for compliance with the setback requirements, they may not necessarily provide reasonable use of the property through the functionality, utility and enjoyment that the Applicant seeks with the proposed variation.

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

RECOMMENDATION

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

- Section 9-17-4: Standards for Variations

Section 9-17-5 entitled “Variation less than requested” provides the PZC with the option of granting a variation less than or different from that requested when the record supports the applicant's right to some relief but not to the relief requested.

Based on the review of the standards for approval which have been met with the exception of Standard H, staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Should the PZC recommend approval of the Variation to afford the Applicant functionality, utility and enjoyment of the proposed pool, Staff of the Community Development Department recommends that the following conditions be incorporated in the Findings of the PZC:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application prepared by Mr. Deron and Ms. Donna Hart, homeowners of 305 Knox Park Rd; and Cover Letter both dated April 5, 2022.
 - b. Exhibit A: Legal Description of the Subject property
 - c. Plat of Survey provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
 - d. Above-ground Pool Example provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
2. As further mitigation for development of above-ground pool, the applicant shall agree not to further increase the amount of impervious surface on the parcel, beyond what is being proposed.
3. The Applicant shall ensure that the existing landscape material and proposed fence along the lot lines coterminous with the adjacent properties to the west, north and south that serve as visual screening shall be properly maintained to continue its function as visual screening.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,

Tim Verbeke, Planner

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

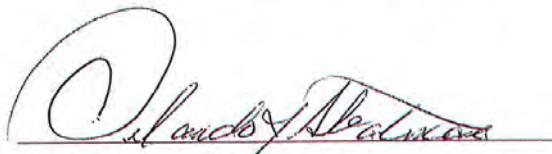
LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

305 KNOX PARK ROAD
APRIL 20, 2022

The Planning & Zoning Commission recommends approval of Application PZC 2022-05, subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application prepared by Mr. Deron and Ms. Donna Hart, homeowners of 305 Knox Park Rd; and Cover Letter both dated April 5, 2022.
 - b. Exhibit A: Legal Description of the Subject property
 - c. Plat of Survey provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
 - d. Above-ground Pool Example provided by Mr. Deron and Ms. Donna Hart, dated April 5, 2022.
2. As further mitigation for development of above-ground pool, the applicant shall agree not to further increase the amount of impervious surface on the parcel, beyond what is being proposed.
3. The Applicant shall ensure that the existing landscape material and proposed fence along the lot lines coterminous with the adjacent properties to the west, north and south that serve as visual screening shall be properly maintained to continue its function as visual screening.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Without any further additions, changes, modifications and/or approval conditions.
 With the following additions, changes, modifications and/or approval conditions:



Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 55 IN CEDAR CREEK UNIT IV, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 10, 1990 AS DOCUMENT 2894515, IN LAKE COUNTY, ILLINOIS.

Parcels Involved: 14-21-210-026

Staff Report
APPLICATION PZC 2022-05

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT B
HEARING SIGN ON SUBJECT PROPERTY





(Please Type or Print)

ZONING APPLICATION

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

1. Address of Subject Property: 305 Knox Park Rd LZ, IL 60047
2. Please attach complete legal description
3. Property Identification number(s): _____
4. Owner of record is: Deron + Donna Hart Phone: 859-6309421
E-Mail donna.alohabuilds@gmail.com Address: 305 Knox Park Rd. LZ, IL 60047
5. Applicant is (If different from owner): _____ Phone: _____
E-Mail _____ Address: _____
6. Applicant's interest in the property (owner, agent, realtor, etc.): Owner
7. All existing uses and improvements on the property are: (Unimproved) Backyard
8. The proposed uses on the property are: Pool
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:

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

11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

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

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

Donna Hart
(Name of applicant)

4th
(Signature of applicant)

Subscribed and sworn to before me this 4th day of April, 2022.

Maderia Hartling
(Notary Public)

"OFFICIAL SEAL"
My Commission EXPIRES J. GERLING
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/30/2024

(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2022.

(Notary Public)

My Commission Expires _____

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

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

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

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

Special Use Permit/Amendment for _____

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

Planned Unit Development/Major Adjustment/Amendment

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

Variation for Pool within Rear (X) setback

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

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

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

Preliminary Plat of Subdivision

Final Plat of Subdivision or Amendment to Plat of Subdivision

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

Site Plan Approval/Major Adjustment/Amendment

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

Exterior Appearance Approval or Amendment

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

APPLICATION TO ANNEX CERTAIN TERRITORY

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

Petition to Annex Certain Territory (Please complete attached petition)

Application to Annex Certain Territory

COMPREHENSIVE PLAN APPLICATION

Comprehensive Plan Map Amendment for _____

Comprehensive Plan Text Amendment for _____

Donna Hart
305 KNOY PARK RD
LAKE ZURICH, IL 60047
847-630-9421

March 21, 2022

Dear Sir/Madam,

We are writing this letter to request a variance for the addition of a swimming pool to our property. When we purchased this house last year we were told that we could have a pool by the realtor. However when we applied we found out that with the current rules/ordinance in place with the guideline set the pool to close to the house due to the required 23 feet off the back line rule. This is very disappointing considering this played a big part in why we purchased our home in Cedar Creek subdivision. In doing research we have found that several of our neighbors have pools that do not meet the rule/ordinance and would appreciate the same exceptions they were given. We are requesting that we can be 17 feet off the back line instead of the 23 feet rule so we can have the pool we have always wanted. This is only 6 feet and allows us to have the pool within a comfortable distance from our house. We are hopeful that with the exceptions that have already been given to our neighbors we will be allotted the same so we may have the luxury of finishing our yard as we desire. We have been residents of Lake Zurich since 2011 and love the community. I have included a very rough drawing of where the pool would be placed in our back yard on our plat of survey.

Thank you in advance for your consideration in this matter. We appreciate you taking time to re-evaluate our situation.



Donna Hart
847-630-9421

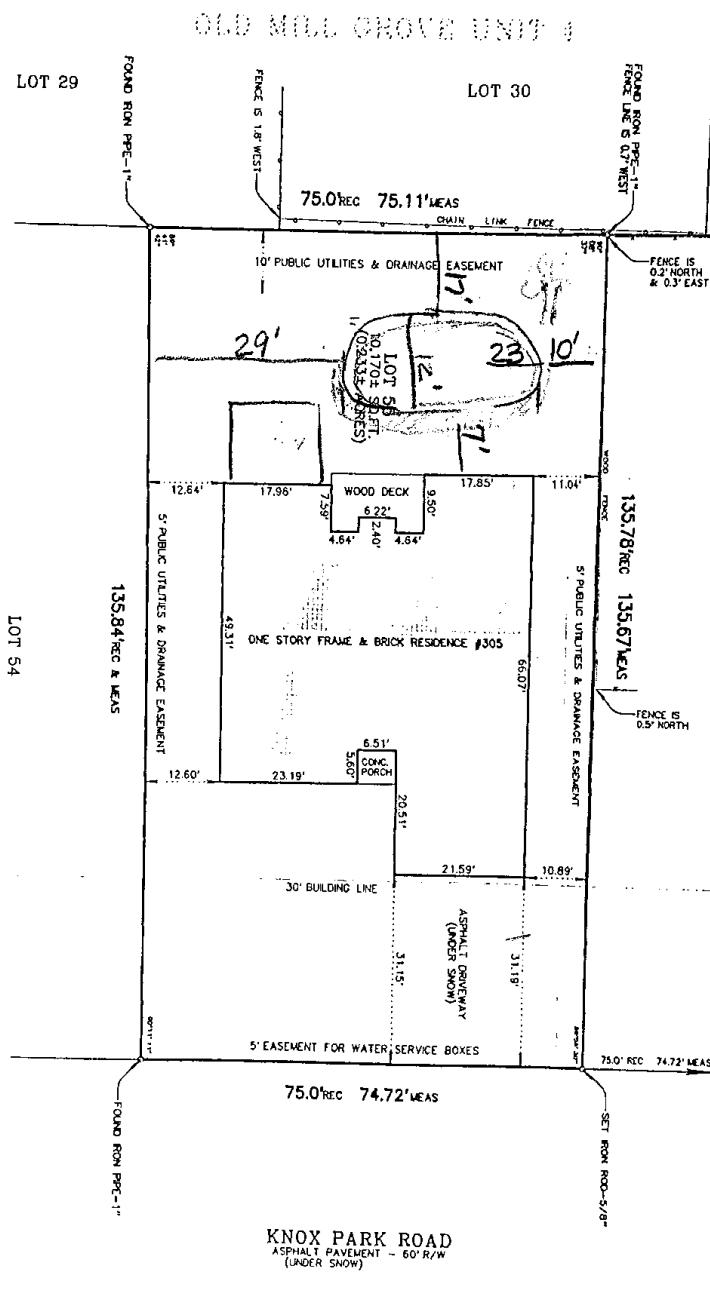
COMPASS ALTERNATIVES
4708 GREGORY STREET
MCHENRY, IL 60051

Licensed professionals in both Illinois & Wisconsin

NORTHEAST QUARTER OF SECTION IV, BEING A RESUBDIVISION OF PART OF THE WEST HALF OF THE EAST HALF OF THE THIRD PRINCIPAL MERIDIAN, TOWNSHIP 43 NORTH, RANGE 10 EAST, OF THE THIRD PRINCIPAL MERIDIAN, COMMONLY KNOWN AS: 305 KNOX PARK ROAD, LAKE ZURICH, IL 60047
PERMANENT INDEX NUMBER: 14-21-210-026
LOT 56

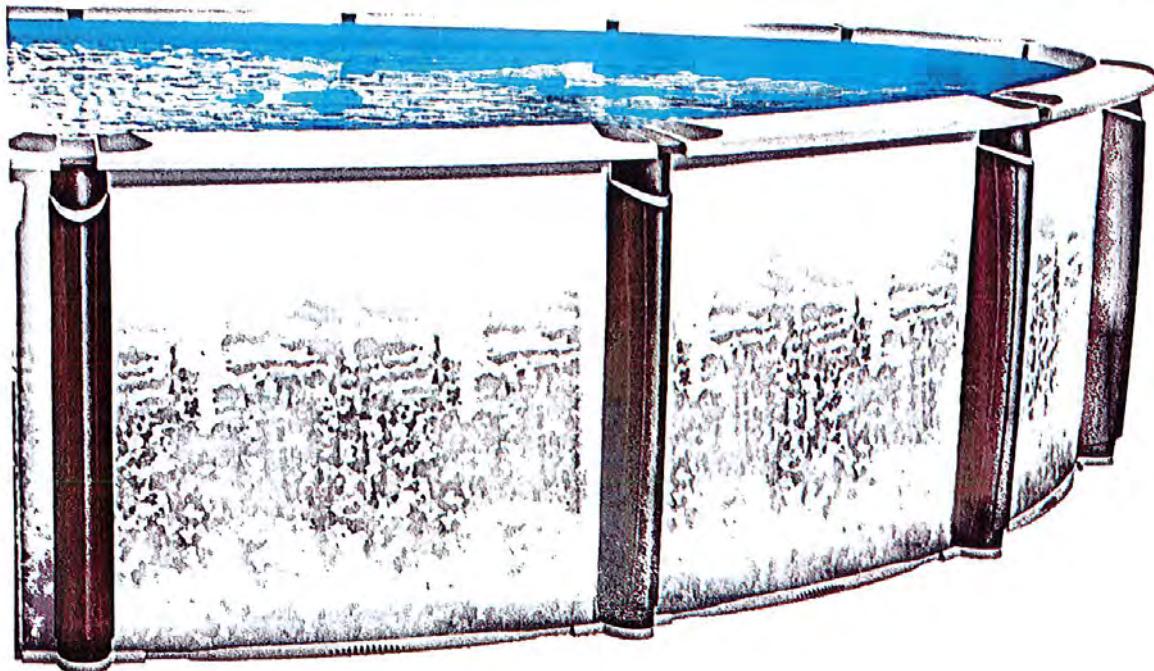
PLAT OF SURVEY
IV. BEING A RESUBDIVISION OF PART OF THE WEST END

PHONE: 847-978-5
jims@compassalternatives.com



SCALE: 1 inch = 15 feet
ORDERED BY: JOHN E. RIDGWAY, ATTORNEY
REFERENCE: ZOERNER
JOB NO.: 20357
FIELDWORK COMPLETED: JANUARY 5, 2021

A circular library stamp with the text "WISCONSIN LIBRARIES" at the top and "UNIVERSITY OF WISCONSIN-MADISON" at the bottom. The outer ring contains "WISCONSIN LIBRARIES" and the inner ring contains "UNIVERSITY OF WISCONSIN-MADISON". The center of the stamp contains the text "MARK A. HOLZBERG" and "OCT. 27, 1965".

PANACHE • NEW LIGHT**RESIN**
POOL FRAME**specifications**

Height	54"
Top ledge	8" Resin – Champagne
Upright	Resin – Chocolate
Bottom rail	Resin – Champagne
Stabilizer	Resin
Bottom plate	Resin
Top plate	Resin
Ledge cover	Contrasting colors – Chocolate
Foot cover	n/a
Oval system	Braceless – YE
Wall	Aluminum

available sizes

	12 15 18 21
	24 27 30 33
	12 x 19 12 x 23
	15 x 26 15 x 30
	18 x 33

pool code and wall details**Pool and wall code:**

PPNCNEW-**54RRRRRI29-RA
 PPNCNEW-YE***54RRRRRI29-RA

Wall pattern:

NEW LIGHT (WNEW54A-RFN)

Punch and panel:

Rapid Flow Punch, No Panel

BILL OF SALE

Sellers, George and Mary Zoerner, in consideration of TEN DOLLARS, receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Buyer, Deron and Donna Hart, the following described personal property located at 305 Knox Park Road, Lake Zurich, Illinois:

3

All fixtures and personal property as described in Paragraph 4 of the Real Estate Sales contract dated November 13, 2020, between the parties.

Sellers hereby represent and warrant that Sellers are the absolute owners of said property, said property is free and clear of all liens, charges and encumbrances, and that Sellers have full right, power and authority to sell said personal property and to make this bill of sale. All warranties of quality, fitness, and merchantability are hereby excluded.

If this bill of sale is signed by more than one person, all persons so signing shall be jointly and severally bound hereby.

IN WITNESS WHEREOF, Seller has signed this bill of sale this 8th of January, 2021.

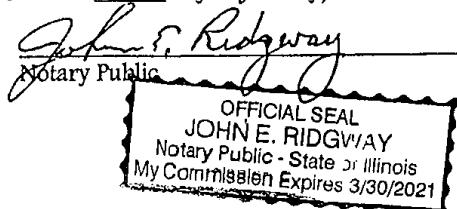
George F. Zoerner
George F. Zoerner

Mary B. Zoerner
Mary B. Zoerner

State of Illinois)
County of Lake)

I, the undersigned, a Notary Public in and for said County and State aforesaid, DO HEREBY CERTIFY that Sellers are personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act for the uses and purposes therein set forth.

GIVEN under my hand and official seal this 8th day of January, 2021.



CONDOMINIUMS
RESIDENTIAL
COMMERCIAL
INDUSTRIAL
TOPOGRAPHIC
FARMS

Neighboring Example Plat of Survey

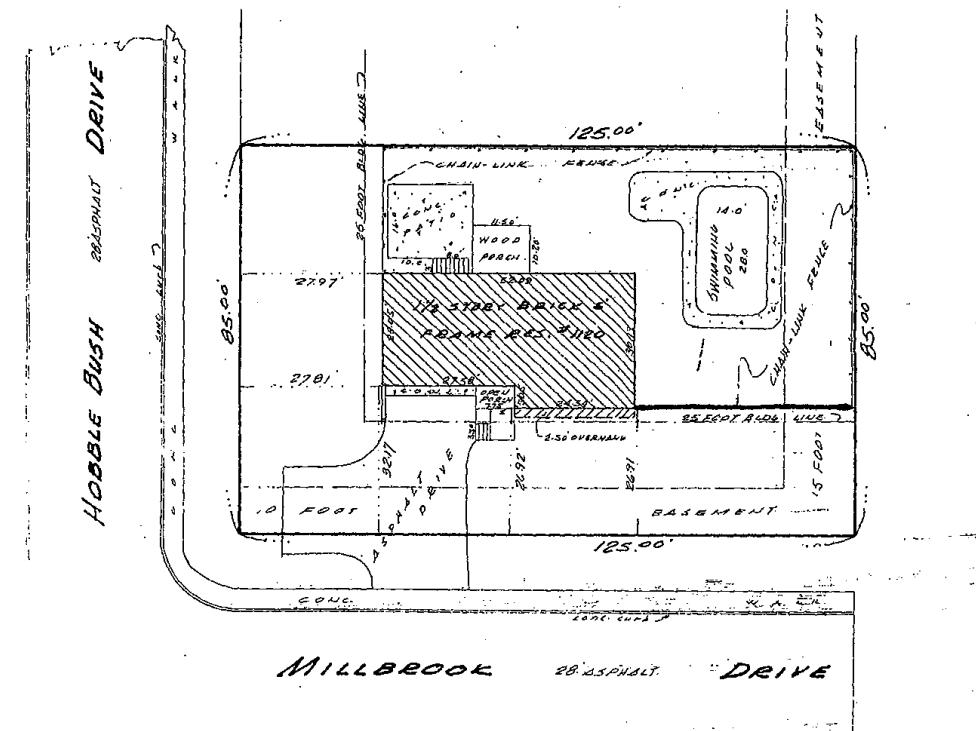
R. E. DECKER & COMPANY

117 E. COOK AV., LIBERTYVILLE, ILLINOIS 60048
TELEPHONE 362-0091
SURVEYORS AND ENGINEERS

BOOK 89 PAGE 168 ORDER NO 09-168 LIBERTYVILLE, FEBRUARY 10, 1999
ORDERED BY MR. JOHN O'BRIEN, Atty. FOR TEC-TEAM DISTRIBUTION

Lot 1, in Block 16, in Old Mill Grove Unit 4, being a Subdivision of part of the N 1/2 of the NE 1/4 Section 21, Township 43 North, Range 10 East of the 3rd Principal Meridian, and of Lot "A" and part of "B", in Old Mill Grove Unit 3, a Subdivision in the N 1/2 of Section 21, Township 43 North, Range 10 East, Principal Meridian, according to the plat of Old Mill Grove Unit 4 recorded October 28, 1970 as Document #1011, in Book 49 of Plats, page 39 and corrected by Certificate of correction recorded March 17, 1971, Peoria, Illinois.

Commonly Known as: 1120 WILLOUGHBY DRIVE, LAKE Zurich, Illinois



Scale, 1" - 20 ft.

TOP OF PLAT IS NORTH

LIBERTYVILLE, February 10, 1929
STATE OF ILLINOIS, } 33
CITY OF LIBERTYVILLE,

10
COUNTY OF LAKE)
We hereby certify that the buildings on lot shown are
within property lines and that the adjoining improvements
do not encroach on said premises.

We hereby certify that the buildings on lot shown are within property lines and that the adjoining improvements do not encroach on said premises.

Re Decker

LIBERTYVILLE, February 10 1907
STATE OF ILLINOIS, }
COUNTY OF LAKE } ss

This is to certify that we have surveyed the above described property according to the Official Record, and the above plat correctly represents said survey.

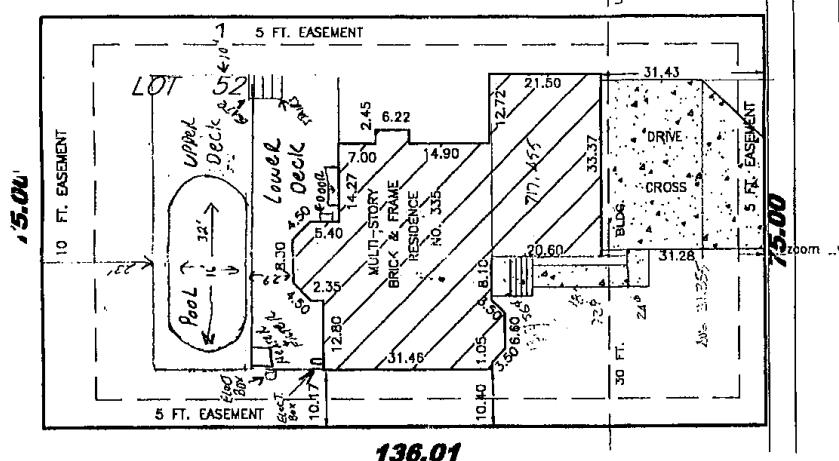
This is to certify that we have surveyed the above described property according to the Official Record, and the above plat correctly represents said survey.

B. E. DECKER & COMPANY

R. E. DECKER & COMPANY

10-860

Neighboring Example



Proprietary 194.21
31.24
1954.15

10200.75
X 60%
617.045 open basic

10200.75 lot size
5030.05 garage area
5170.70 open area lot total
50.69%

LOT 10,200.75
GARAGE AREA 717.455
HOUSE AREA 1313.175
FIELD LOT 21.105
OPEN AREA 872.005
Open area 1954.15

1478.00
152.00
5030.05

NICK J MOLOHON
520
inch = 20 feet
1998

BEFORE BUILDING BY SAME AND AT
TERENCE, FOR BUILDING AND
NOT SHOWN HEREON REFER TO YOUR
TRACT AND ZONING ORDINANCE

I, JAMES M. ELLMAN, DO HEREBY CERTIFY THAT
DESCRIBED PROPERTY HAS BEEN SURVEYED UNDER MY S
AND THAT THE PLAT HEREON DRAWN IS A CORRECT REP
OF SAID SURVEY.

BY: James M. Ellman

ILLINOIS PROFESSIONAL LAND SURVEYOR No. 2158

NOT VALID UNLESS EMBOSSED



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

To: Ray Keller, Village Manager *PK*

From: Roy Witherow, Assistant Village Manager

CC: Sarosh Saher, Community Development Director
Mary Meyer, Building Services Supervisor
Tim Verbeke, Planner

Date: April 28, 2022

Re: Zoning Variation - Reconstruction of a Pier and Dock at 100 South Shore Lane

Issue

The Association of South Shore Lane (HOA), represented by Mr. Kevin Koch (the “Applicant”), are the owners of the pier located at 100 South Shore Lane (the “Subject Property”). The Applicant is seeking:

- A Variation from Code Section 9-7C-3: “Additional Permitted Uses” pursuant to Section 9-7C-2: Overlay District “LP Lake Protection District.”

2014-2019 Strategic Plan. This agenda item is consistent with the following objectives under Goal #2 – Development:

- Become more business friendly and customer oriented

Analysis

The Subject Property is located within the Village’s R-5 Residential District that provides for single-family homes. The LP Lake Protection District appears on the zoning map as an “overlay district,” superimposed on all properties with frontage along Lake Zurich. The LP Lake Protection District provides for regulations for the construction of piers.

The subject pier is proposed to be constructed with a total area of 1,200 square feet, a maximum of 16 feet in width at the widest point, and is proposed to project 137 feet into the lake.

No definition of “pier” or “dock” is provided for in the municipal code, and therefore for all practical purposes, the structure shall be considered a “pier.”

Existing Structure. Currently, there is an existing non-conforming pier on the subject property. It is approximately 1,089 square feet in area, projecting 129 feet into the lake and approximately 18 feet at its widest point. The pier was constructed prior to October 2004 when the current provisions for the LP Lake Protection District and the requirements for piers were adopted.

The proposed pier will increase in area by 111 square feet and will project 8 feet farther into the lake than the current pier. At its maximum width, the structure is proposed to measure 16 feet. The pier meets the remaining requirements for piers within Section 9-7C-3 of the code.

The owners will obtain the clearance from all utility companies, the IL Department of Natural resources and if necessary, the US Army Corp of Engineers to install the pier in the lake prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the pier from being constructed in this portion of the lake.

Neighborhood precedence. An adjacent property to the west has a community pier on Lake Zurich Drive that exceeds the allowable pier square footage and pier projection into the lake. Like the existing pier on South Shore Lane, the pier on Lake Zurich Drive was constructed prior to the adoption of 2004 provisions.

Pursuant to public notice published on April 20, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for April 22, 2022, to consider the Application. On April 1, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

The video stream from the PZC meeting can be accessed via the link:
<https://play.champds.com/lakezurichil/event/54>

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

Recommendation:

At its meeting of April 20, 2022, the Planning and Zoning Commission recommended approval of the variation and provided its findings and conditions for approval. These findings are incorporated and made a part of the approval ordinance submitted to the Village Board for consideration, and subject to the following conditions for approval.

Staff therefore recommends approval of the ordinance with the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application and Cover Letter prepared by Kevin Koch, representative for South Shore Association; both dated March 28, 2022.

- b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey provided by Kevin Koch, representative for South Shore Association; dated March 28, 2022.
 - d. Proposed Site Plan provided by Kevin Koch, representative for South Shore Association; dated March 28, 2022.
- 2. As further mitigation for development of pier, the applicant shall agree not to further increase the amount of projection into the lake, total surface area and width of the pier beyond what is being proposed.
- 3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- Approval Ordinance including the following exhibits:
 - Exhibit A – Legal description of the property
 - Exhibit B – April 20, 2022 Staff Report and PZC final findings, recommendation and conditions
 - Exhibit C – Development Application and attachments

ORDINANCE NO. 2022-05-

**ORDINANCE GRANTING VARIATION FROM LAKE PROTECTION
DISTRICT STANDARDS**

(100 South Shore Lane)

WHEREAS, Mr. Kevin Koch, on behalf of the South Shore Lane Association (“Applicant”), has filed application PZC 2022-03 (“Application”) for variations to the zoning standards for a pier and dock for the property commonly known as 100 South Shore Lane, legally described in **Exhibit A** attached hereto (the “Property”); and

WHEREAS, the South Shore Lane Association properties are zoned R-5 Single Family Residential and the affected pier is located at the termination of South Shore Lane in the Village of Lake Zurich within the Lake Protection Overlay District; and

WHEREAS, the Applicant requests variations from the regulations at Section 9-7C-3 of the LP Lake Protection District, a zoning overlay district (“District”) of the Lake Zurich Zoning Code (“Code”) for “Additional Permitted Uses”, pursuant to Section 9-7C-2 of the Lake Protection District, to allow for the construction of a pier and associated dock that will exceed the required deck area, width, and projection into waterway at the Property; and

WHEREAS, the District regulations establish the following relevant standards, from which Applicant seeks relief, regarding the construction of piers within the District:

- d. The total deck area of a pier shall not exceed two hundred (200) square feet.
- e. No pier shall be more than four feet (4') wide at any point, except as required for accessibility under applicable State or Federal law.
- h. No pier shall project into any waterway more than fifty feet (50') from the mean high-water elevation at the bank of such waterway; and

WHEREAS, the current pier is approximately 1,089 square feet in area, projecting 129 feet into the lake and approximately 18 feet at its widest point, which is a non-conforming structure under the current regulations of the District, but was constructed before the current District requirements for piers were adopted; and

341848_1

WHEREAS, the pier on the adjacent property to the west has a community pier on Lake Zurich Drive that exceeds the allowable pier square footage and pier projection into the lake and was also constructed before the current District requirements for piers were adopted; and

WHEREAS, the variation being sought proposes to expand the pier to a total area of 1,200 square feet, but with a maximum of 16 feet in width at the widest point, and projecting 137 feet into the lake which would increase the pier area by 111 square feet and project 8 feet farther into the lake than the current pier; and

WHEREAS, the proposed pier expansion will meet the remaining District requirements for piers at Section 9-7C-3 of the Code.

WHEREAS, public notice of the public hearing on this request before the Lake Zurich Planning and Zoning Commission ("PZC") was published on April 2, 2022, in the Daily Herald; and

WHEREAS, paragraph 18 of Section 9-17-3 of the Code lists "Authorized Variations" under the Code and provides in relevant part:

"18. Lake Protection District: To allow piers to an extent or in a manner not permitted by subsection 9-7C-3A [the Lake Protection District].

with no specified limits on the extent to which the provisions of subsection 9-7C-3A can be varied; and

WHEREAS, Section 9-17-5 of the Code entitled "Variation less than requested" provides the PZC with the option of granting a variation less than or different from that requested when the record supports the Applicant's right to some relief but not to all of the specific relief requested; and

WHEREAS, at its April 20, 2022 meeting and public hearing the PZC received and considered the STAFF REPORT dated April 20, 2022, regarding the request for the proposed variations, and pursuant to the applicable standards set forth in section 9-17-4 of Chapter 17 of Title 9 of the Village of Lake Zurich Municipal Code for zoning variations, considered all of the applicable factors required under the Zoning Code, and, after the conclusion of the public hearing, the PZC adopted the findings of the STAFF REPORT and recommended that the Board of Trustees authorize the proposed variations requested in this Application; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich have considered the findings and recommendations of the PZC, including the STAFF REPORT April 20, 2022, to the PZC, consisting of 22 pages, said REPORT attached hereto as **Exhibit B**, and having considered all of the facts and circumstances affecting the Application, the Mayor and Board of Trustees have determined that the applicable standards related to the granting of these requested variations have been adequately met.

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

SECTION 1: ADOPTION AND INCORPORATION OF RECITALS. The foregoing recitals and recommendations are incorporated herein as findings and requirements of the Mayor and Board of Trustees. The STAFF REPORT attached as **EXHIBIT B**, consisting of 22 pages, and findings and recommendations of the PZC and the staff reports and filings provided to the PZC, including and the recommendations of the PZC dated April 20, 2022, are hereby accepted as the Board's own and shall be made a part of the official record for the application and are attached hereto as **EXHIBIT C**.

SECTION 2: APPROVAL OF VARIATIONS. The Mayor and Board of Trustees do hereby approve the Application and grant the variations requested by the Applicant for the Property, as follows:

- A. To authorize a variation from subsection 9-7C-3A-1-d of Chapter 7C of Title 9 of the Village Zoning Ordinance to increase the total deck area of the pier feet by 111 square feet to 1,200 square feet.
- B. To authorize a variation from subsection 9-7C-3A-1-h of Chapter 7C of Title 9 of the Village Zoning Ordinance to increase the projection of the pier into the waterway by 8 feet to 137 feet.
- C. To authorize a variation from subsection 9-7C-3A-1-e for a maximum of 16 feet in width at the widest point of the pier.

SECTION 3: CONDITIONS.

- 1. The foregoing variations are hereby granted, subject to substantial conformance with the following terms and conditions:
 - A. The variations for the size of the pier and the projection into the waterway, shall be limited to that square footage and that size shown, as depicted on the plans which were submitted to and filed with the Village staff and the PZC.
 - B. Zoning Application and Cover Letter prepared by Kevin Koch, representative for South Shore Association; both dated March 28, 2022.
 - C. Exhibit A: Legal Description of the Subject Property
 - D. Plat of Subdivision provided by Kevin Koch, representative for South Shore Association; dated April 22, 1929.
 - E. Proposed Site Plan provided by Kevin Koch, representative for South Shore Association; dated March 28, 2022.

341848_1

2. As further mitigation for development of pier, the Applicant shall not further increase the amount of projection into the lake, total surface area and width of the pier beyond what is being proposed and approved herein.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
4. The grant of variations does not authorize any work on the Property, but rather merely authorizes the filing and processing of permits that may be required for such work. The Applicant shall submit all applicable building plans, and all other required materials, in a timely manner to the appropriate parties, which materials shall be prepared in compliance with all applicable Village codes and ordinances.

SECTION 4: *COMPLIANCE WITH ORDINANCE.* The variations granted in Section 2 of this Ordinance may be revoked by the Board of Trustees upon the violation of any term, restriction, or condition of this Ordinance or of any applicable Village code or regulation.

SECTION 5: *SEVERABILITY.* If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 6: *CONFLICTS.* All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7: *EFFECTIVE DATE.* This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED this ____ day of May, 2022, pursuant to a roll call vote of the Corporate Authorities of the Village of Lake Zurich as follows:

AYES:
NAYS:
ABSENT:

APPROVED by the Mayor of the Village of Lake Zurich this ____ day of May, 2022.

Mayor

Village Clerk

341848_1

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PART OF S.E. 1/4 OF SEC. 19. AND THE S.W. 1/4 OF THE N.W. 1/4 OF SEC. 20.
ALL IN TP. 43 N.R. 10 E. OF 3RD P.M. IN THE VILLAGE OF LAKE ZURICH, LAKE
COUNTY, ILLINOIS.

FROELICH'S SOUTH SHORE SUBDIVISION OF PART OF SE 1/4 OF NE 1/4 OF SEC
19 AND THE SW. 1/4 OF THE NW 1/4 OF SEC 20, LOT C.

EXHIBIT B
Staff Report dated April 20, 2022
22 pages

EXHIBIT C
Applicant's full submittal and filings with PZC
55 pages

341848_1



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2022-03
PZC Hearing Date: April 20, 2022

AGENDA ITEM 5.B

STAFF REPORT

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

From: Sarosh Saher, Community Development Director

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

Date: April 20, 2022

Re: PZC 2022-03 Zoning Application for a Variation
Reconstruction of a Pier and Dock at 100 South Shore Lane

SUBJECT

The South Shore Lane Association (the "Applicants") request a Variation from Zoning Code Section 9-7C-3, "Additional Permitted Uses" in the Lake Protection District, to allow for the construction of a pier and associated dock that will exceed the required deck area, width, and projection into waterway at the property, commonly known as 100 South Shore Lane, legally described in Exhibit A attached hereto (the "Subject Property"). The property is located within Froelich's South Shore Subdivision.

GENERAL INFORMATION

Requested Action:	<u>Variation of the construction standards for a pier and dock</u>
Current Zoning:	<u>R-5 Single Family Residential District</u> <u>LP Lake Protection Overlay District</u>
Current Use:	<u>Existing Pier</u>
Property Location:	<u>100 South Shore Lane (Termination of South Shore Lane)</u>
Applicant:	<u>Association of South Shore Lane represented by Mr. Kevin Koch</u>
Owner:	<u>All property owners of South Shore Lane</u>
Staff Coordinator:	<u>Tim Verbeke, Planner</u>

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

LIST OF EXHIBITS

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

BACKGROUND

The Association of South Shore Lane (HOA), represented by Mr. Kevin Koch (the “Applicant”), are the owners of the pier located at 100 South Shore Lane, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on March 28, 2022 (the “Application”) seeking:

- A Variation from Code Section 9-7C-3: “Additional Permitted Uses” pursuant to Section 9-7C-2: Overlay District “LP Lake Protection District.”

The Subject Property is located within the Village’s R-5 Residential District that provides for single-family homes. The LP Lake Protection District appears on the zoning map as an “overlay district,” superimposed on all properties with frontage along Lake Zurich. The LP Lake Protection District provides for regulations for the construction of piers.

Piers are subject to the following limitations:

- a. No more than one pier shall be permitted per each seventy-five feet (75') of lake frontage on any zoning lot.
- b. The deck of any pier shall not extend more than four feet (4') above the mean high-water level of the lake (currently known to be elevation 844 USGS datum).
- c. No structure or part of a pier may extend above the level of the deck except that protective, decorative, or ornamental appurtenances such as hand railings, benches, and the like may extend to a height of forty-two inches (42") above the deck.
- d. The total deck area of a pier shall not exceed two hundred (200) square feet.
- e. No pier shall be more than four feet (4') wide at any point, except as required for accessibility under applicable State or Federal law.
- f. Every pier shall be constructed entirely of noncorrosive or decay resistant materials such as coated steel, aluminum, cedar, redwood, or Wolmanized® or similarly treated wood.
- g. No pier shall project into the middle twelve feet (12') of any waterway.
- h. No pier shall project into any waterway more than fifty feet (50') from the mean high-water elevation at the bank of such waterway.
- i. No pier shall be located within ten feet (10') of any property line as extended into the waterway.

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

The subject pier is proposed to be constructed with a total area of 1,200 square feet, a maximum of 16 feet in width at the widest point, and is proposed to project 137 feet into the lake.

No definition of “pier” or “dock” is provided for in the municipal code, and therefore for all practical purposes, the structure shall be considered a “pier.”

Existing Structure. Currently, there is an existing non-conforming pier on the subject property. It is approximately 1,089 square feet in area, projecting 129 feet into the lake and approximately 18 feet at its widest point. The pier was constructed prior to October 2004 when the current provisions for the LP Lake Protection District and the requirements for piers were adopted.

The proposed pier will increase in area by 111 square feet and will project 8 feet farther into the lake than the current pier. At its maximum width, the structure is proposed to measure 16 feet. The pier meets the remaining requirements for piers within Section 9-7C-3 of the code.

The owners will obtain the clearance from all utility companies, the IL Department of Natural resources and if necessary, the US Army Corp of Engineers to install the pier in the lake prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the pier from being constructed in this portion of the lake.

Neighborhood precedence. An adjacent property to the west has a community pier on Lake Zurich Drive that exceeds the allowable pier square footage and pier projection into the lake. Like the existing pier on South Shore Lane, the pier on Lake Zurich Drive was constructed prior to the adoption of 2004 provisions.

Pursuant to public notice published on April 2, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for April 22, 2022, to consider the Application. On April 1, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. **Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. **Zoning History.** The property is located within Froelich's South Shore Subdivision in Lake County and is zoned within the R-5 Single Family Residential District. The property was platted in November of 1929.

Historical Aerial pictures show that a pier existed at the property as early as 1974 and was extended around 1993. The current configuration of the pier was constructed around 2008 and has remained as such since its recent removal for repairs earlier this year.

- C. **Surrounding Land Use and Zoning.** The subject property is zoned within the R-5 Single Family Residential District. The surrounding properties on the south and west are zoned

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

R-5 Single Family Residential District and are improved with residences similar in vintage to the Subject Property. The property to the west is developed with mobile homes within South Shore Village.

The properties to the east of the subject property are zoned within the R-4 Single Family Residential District and are currently unimproved within Lake Zurich Oaks Subdivision with the exception of one lot.

- D. Trend of Development.** The residences in Froelich's South Shore Subdivision were constructed between the 1930s and 1960s. However, over time, a number of the modest homes originally built were replaced with newer and larger homes, due to the attraction and proximity of the lake. The existing pier is an existing non-conforming structure that was constructed before the adoption of the 2004 provisions of the zoning code.
- E. Zoning District.** The zoning code provides for four (4) zoning districts for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-5 district allows for somewhat higher density residential use and smaller lot sizes.

Specifically, as it relates to properties along South Shore Lane, the zoning code recognizes these older smaller lots that were platted with lot areas far less than the required 10,000 square feet and provides for their subdivision and development.

The LP Lake Protection District is established to protect and preserve the special qualities and characteristics of the lake and thereby preserve the quality of its impact on the Village. The LP Lake Protection District appears on the zoning map as an "overlay district," imposed on top of other districts created by this Zoning Code and referred to in this article as "base districts." Development of properties in the LP Lake Protection District must comply both with the regulations of the LP Lake Protection District and with the regulations of the base district in which they are located. When there is any conflict between the regulations of the LP Lake Protection District and the regulations of the base district, the regulations of the LP Lake Protection District shall control.

- F. General provisions for the granting of variations.** The purpose of the variation procedure is intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen particular applications of the zoning code that create practical difficulties or particular hardships for which no other remedy is available.

Section 9-17-3 entitled "Authorized Variations" provides a list of the zoning code provisions that may be varied by authority of the Village Board.

In particular paragraph 18 of this section provides for variations for the construction of structures within the LP Lake Protection District as follows:

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

Lake Protection District: To allow piers to an extent or in a manner not permitted by subsection 9-7C-3A of this title. (Ord. 2016-6-137, 6-6-2016). The ordinance passed to allow for such variations did not set limits on the extent to which the provisions could be varied.

GENERAL FINDINGS

Staff of the Community Development Department and its development review team have evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offer findings on specific sections of the Code as they relate to the development of the property.

9-17-4: STANDARDS FOR VARIATIONS.

A. General Standard: No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

Staff Response: Standard met. While the proposed pier could be constructed within the confines of the zoning code regulations, it is designed and intended to serve 15 single-family properties. Rather than take the form of individual piers to serve the individual properties that own the pier, it is being configured as one larger pier. The variation being sought will provide necessary utility to the proposed pier and satisfy each of the standards set forth in this section, and also meet the purpose and intent of the HOA for its use.

B. Unique Physical Condition: The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Staff Response: Standard met. Froelich's South Shore Subdivision has an Association of members that reside along South Shore Lane that share one pier at the termination of South Shore Lane.

The current configuration is not conducive to accommodating the full enjoyment of the pier by all the residents. By right of ownership, each of the 15 property owners could potentially claim the allowable 200 sq.ft. of pier area for a total of 3,000 square feet of pier area.

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

The pier is being constructed at its proposed area to allow non-boater and fisherman to utilize the pier for their recreation and enjoyment. And because it is being removed and reconstructed, the proposed pier requires a variation to be reconstructed at its specifications greater than the provisions allow.

C. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

Staff Response: Standard met. The unique or extraordinary physical condition (non-conformity) was not the result of any action of a current property owner, rather a result of the design and configuration allowed prior to adoption of the current codes.

D. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Staff Response: Standard met. The owners are requesting a 1,200 square foot pier on their shared property. Denying the pier to be built would deny the property owners to opportunity to enjoy a feature offered to other residents in the community.

E. Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Staff Response: Standard met. The hardship does not involve the inability of the owner to enjoy any special privilege in using the property. The use of the pier is for private purposes only. Granting the variation will allow the association members the ability to enjoy lake rights that are traditional and customary to the enjoyment and use of residential lakefront properties.

F. Code and Plan Purposes: The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

Staff Response: Standard met. Granting the variation would not change the residential use of the Subject Property. The location and design of the homes, terraces and other accessory structures will continue to remain in harmony with the residential purpose of the Lake Protection District, the zoning code and comprehensive plan.

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

G. Essential Character of the Area: The variation would not result in a use or development on the subject property that:

1. Detrimental to Enjoyment: Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

Staff Response: Standard met. Granting of the variation will not create a negative effect on public welfare, enjoyment, development, or value of the lake or surrounding property if the Applicant is granted the requested variation.

2. Light and Air: Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Staff Response: Standard Met . Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity as the Applicants only wish to construct a pier that encroaches 137 feet into the lake. The pier is proposed to be built to modern standards of the building and zoning code, and will not impede the neighboring properties enjoyment of the lake.

3. Congestion: Would substantially increase congestion in the public streets due to traffic or parking; or

Staff Response: Not Applicable. Granting of the variation would not affect any congestion due to traffic or parking as the land use or density of the property is not being altered. Parking is not currently provided at the pier area, nor is required since the users reside within walking distance of the pier.

4. Flood or Fire: Would unduly increase the danger of flood or fire; or

Staff Response: Standard met. The proposed pier will conform to current building codes and therefore would not increase any risk of flood or fire. The pier and any associated improvements will require approval from relevant permitting agencies other than the Village in order to ensure minimal damage to the lake and the shoreline.

5. Tax Public Facilities: Would unduly tax public utilities and facilities in the area; or

Staff Response: Standard met. No utilities or public facilities are proposed to be connected to the proposed pier. Any new electrical connection to the pier would be incidental to the residential use of the Association's related property. Granting of the variation would therefore not cause the property

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

to unduly tax public utilities or facilities in the area since its function would not change.

6. Endangerment: Would endanger the public health or safety.

Staff Response: Standard met. The proposed variation would not affect the public's health, safety or welfare. The pier is intended for private use only. The Applicants have obtained the consent of all the association members who would likely experience the positive impact of the new pier.

Additionally, the Applicant is proposing to construct the pier in compliance with ADA standards and provide additional hand railings for pedestrian safety.

H. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Staff Response: Standard partially met. The dimensions of the pier are not at the minimum adjustment that the property owner could apply to give the pier a reasonable level of functionality – namely, a smaller pier can be constructed without a variation and still be functional.

However, to be fully and properly utilized by the 15 private owners of the Association, the pier is proposed to be built in the proposed location to have the desired utility that such a feature offers – close proximity and with direct access for the neighborhood association. Due to the extraordinary configuration of the neighborhood, any other location would either not offer sufficient room to give the feature any utility, or place it in an area where such features are prohibited. The feature is proposed to be readily visible where it would be practicably accessible without interfering with privacy of individual properties.

Further, the following measures or existing features serve as mitigation of the variation being requested:

1. The proposed pier will not be constructed outside of the lot lines separating the proposed pier from the neighboring properties;
2. There are additional existing piers and dock that have created precedence in the neighborhood for non-conforming water-based structures;
3. The proposed pier creates less impact on the adjacent property to the west than the existing pier as it projects farther to the east;
4. The owners of the adjacent property have not objected to the construction of the pier as proposed; and

Staff therefore recommends approval of the variation, despite the partial compliance with this standard.

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

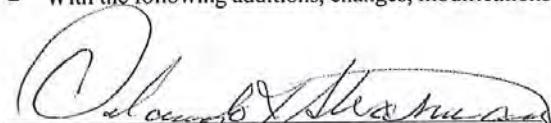
LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

**100 SOUTH SHORE
APRIL 20, 2022**

The Planning & Zoning Commission recommends approval of Application PZC 2022-03, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated April 20, 2022 for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application and Cover Letter prepared by Kevin Koch, representative for South Shore Association; both dated March 28, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey provided by Kevin Koch, representative for South Shore Association; dated March 28, 2022.
 - d. Proposed Site Plan provided by Kevin Koch, representative for South Shore Association; dated March 28, 2022.
2. As further mitigation for development of pier, the applicant shall agree not to further increase the amount of projection into the lake, total surface area and width of the pier beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Without any further additions, changes, modifications and/or approval conditions.
 With the following additions, changes, modifications and/or approval conditions:



Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PART OF S.E. 1/4 OF SEC. 19. AND THE S.W. 1/4 OF THE N.W. 1/4 OF SEC. 20. ALL IN TP. 43 N.R. 10 E. OF 3RD P.M. IN THE VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS.

FROELICH'S SOUTH SHORE SUBDIVISION OF PART OF SE 1/4 OF NE 1/4 OF SEC 19 AND THE SW. 1/4 OF THE NW 1/4 OF SEC 20, LOT C.

Staff Report
APPLICATION PZC 2022-03

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT B
HEARING SIGN ON SUBJECT PROPERTY





(Please Type or Print)

ZONING APPLICATION

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

1. Address of Subject Property: 100 South shore lane

2. Please attach complete legal description

3. Property Identification number(s): 14-20-106-0024. Owner of record is: all residents of south shore lane Phone: 8479103222E-Mail kevin@specialtystoreservices.com Address: 32 south shore lane

5. Applicant is (if different from owner): _____ Phone: _____

E-Mail _____ Address: _____

6. Applicant's interest in the property (owner, agent, realtor, etc.): owner / President of South Shore Assoc.7. All existing uses and improvements on the property are: for swimming/picnicing mooring boats8. The proposed uses on the property are: same as above

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

N/A

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

N/A

11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

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

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

Kevin Koch
(Name of applicant)

K. Koch
(Signature of applicant)

Subscribed and sworn to before me this 19th day of March, 2022.

KRUPALI PATEL
(Notary Public) Krupali Patel



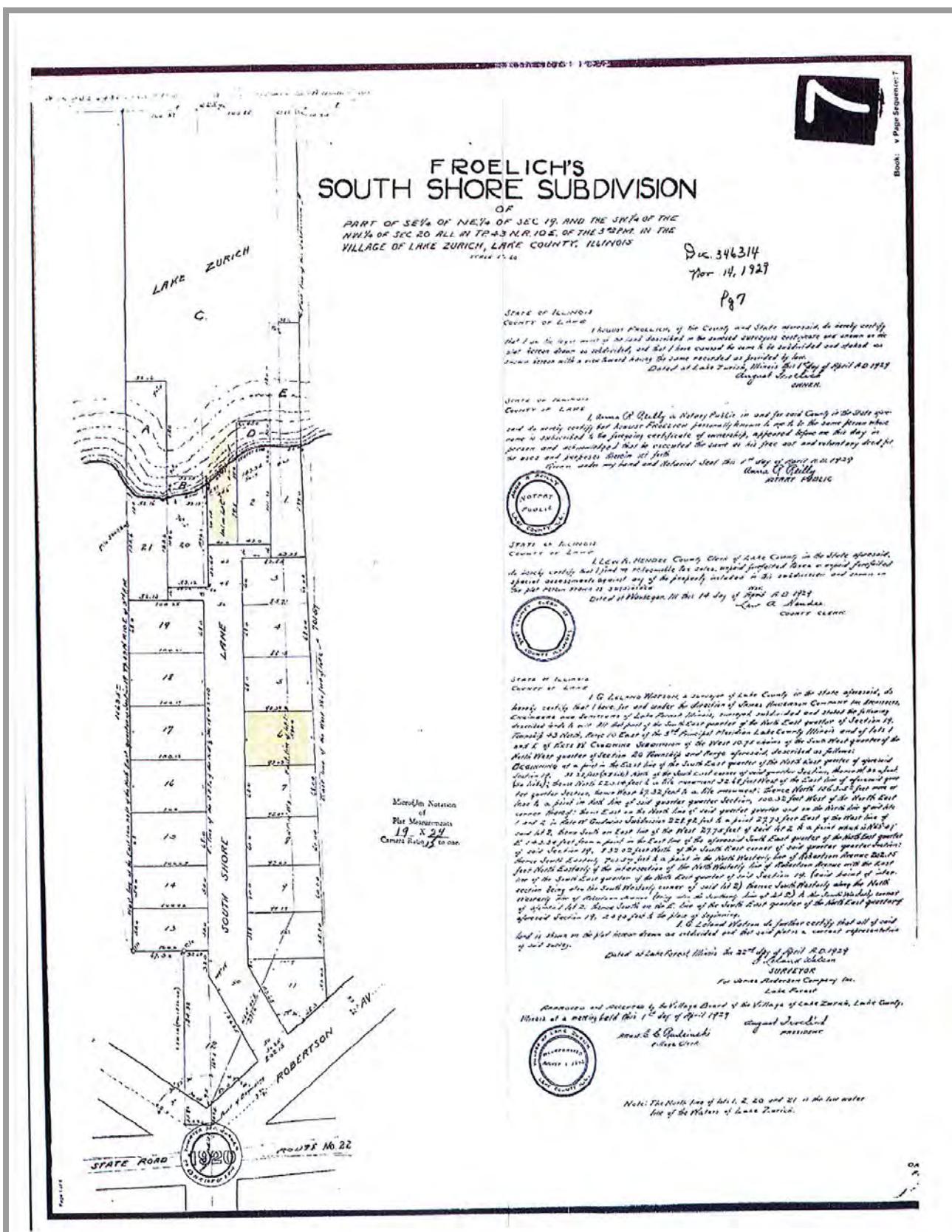
(Name of Owner, if different)

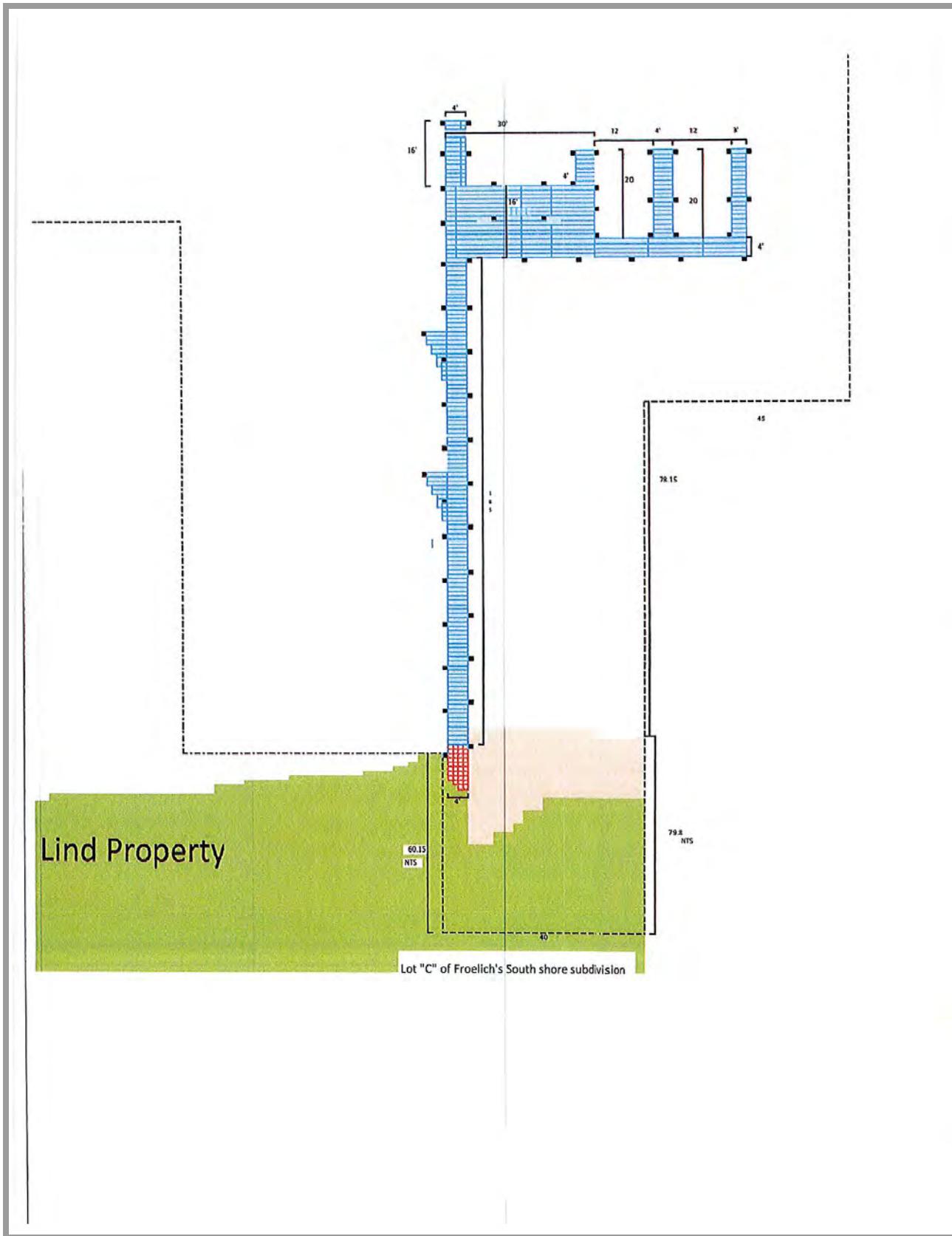
(Signature of Owner, if different)

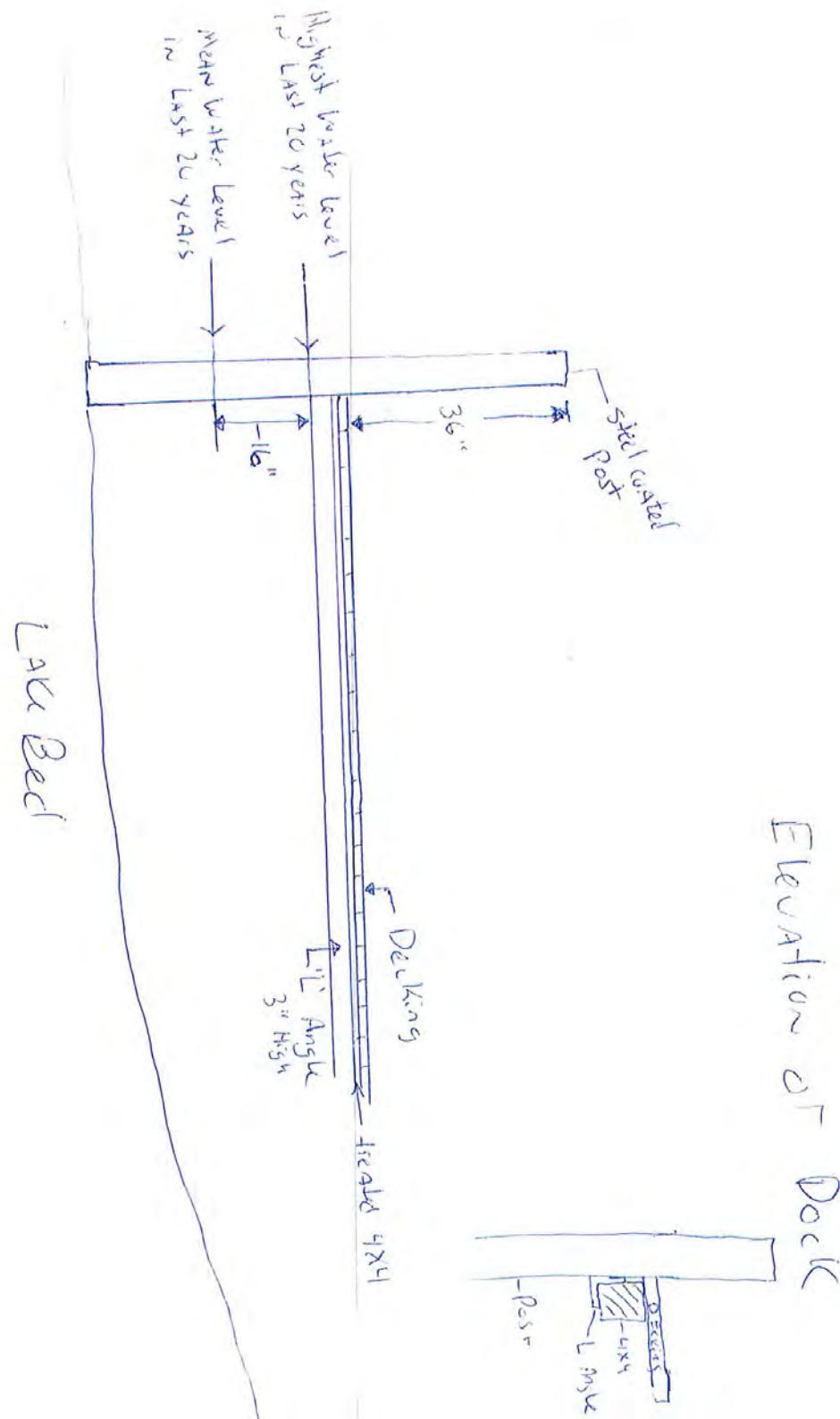
Subscribed and sworn to before me this _____ day of _____, 2022.

(Notary Public)

My Commission Expires _____







Legal Description:

Froelich's South Shore Subdivision of Part of SE $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 19 and the SW. $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Sec 20, Lot C

Estimated Cost of Dock enhancement \$15,000

Orlando Stratman

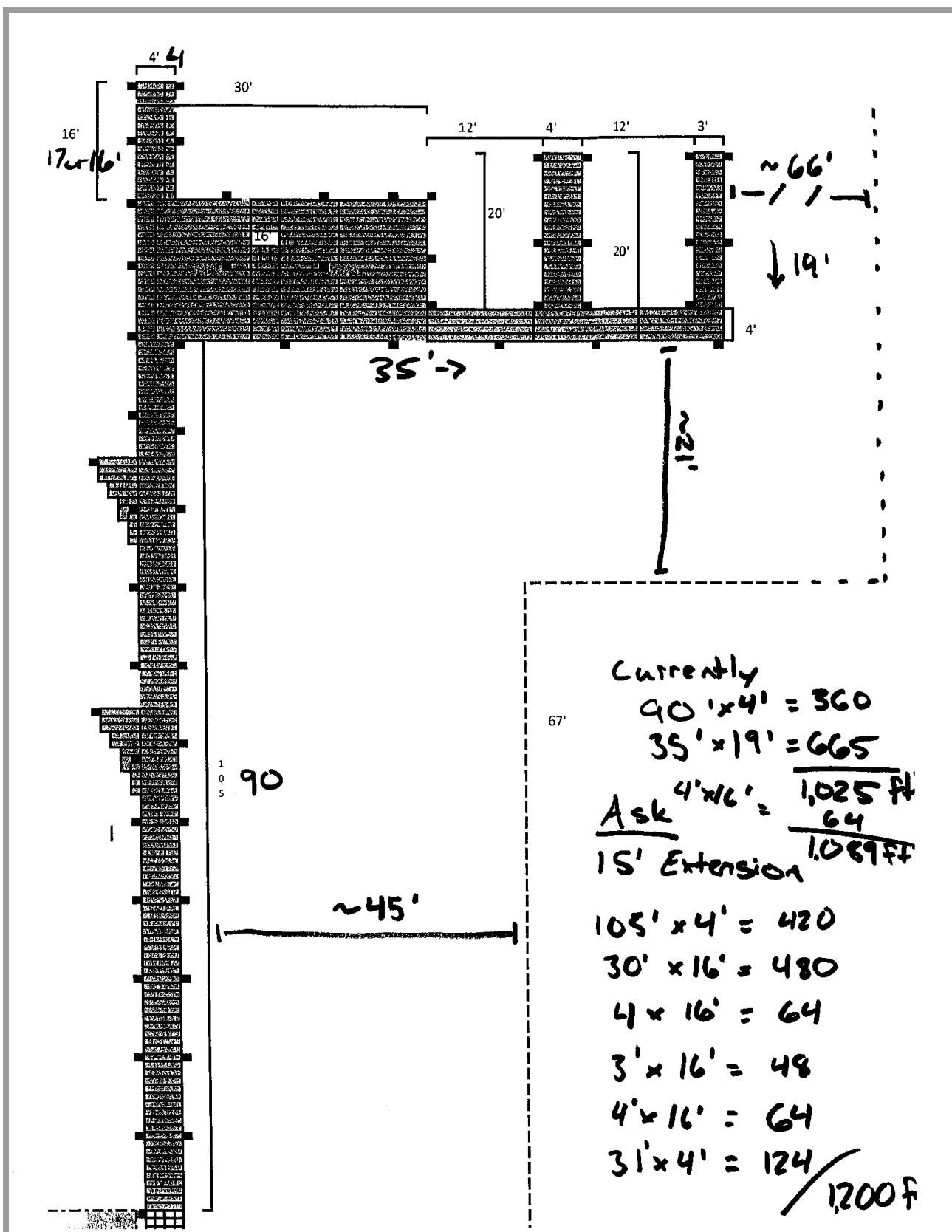
Chairperson of the Planning & Zoning Commission

Developers: Property Owners of South shore

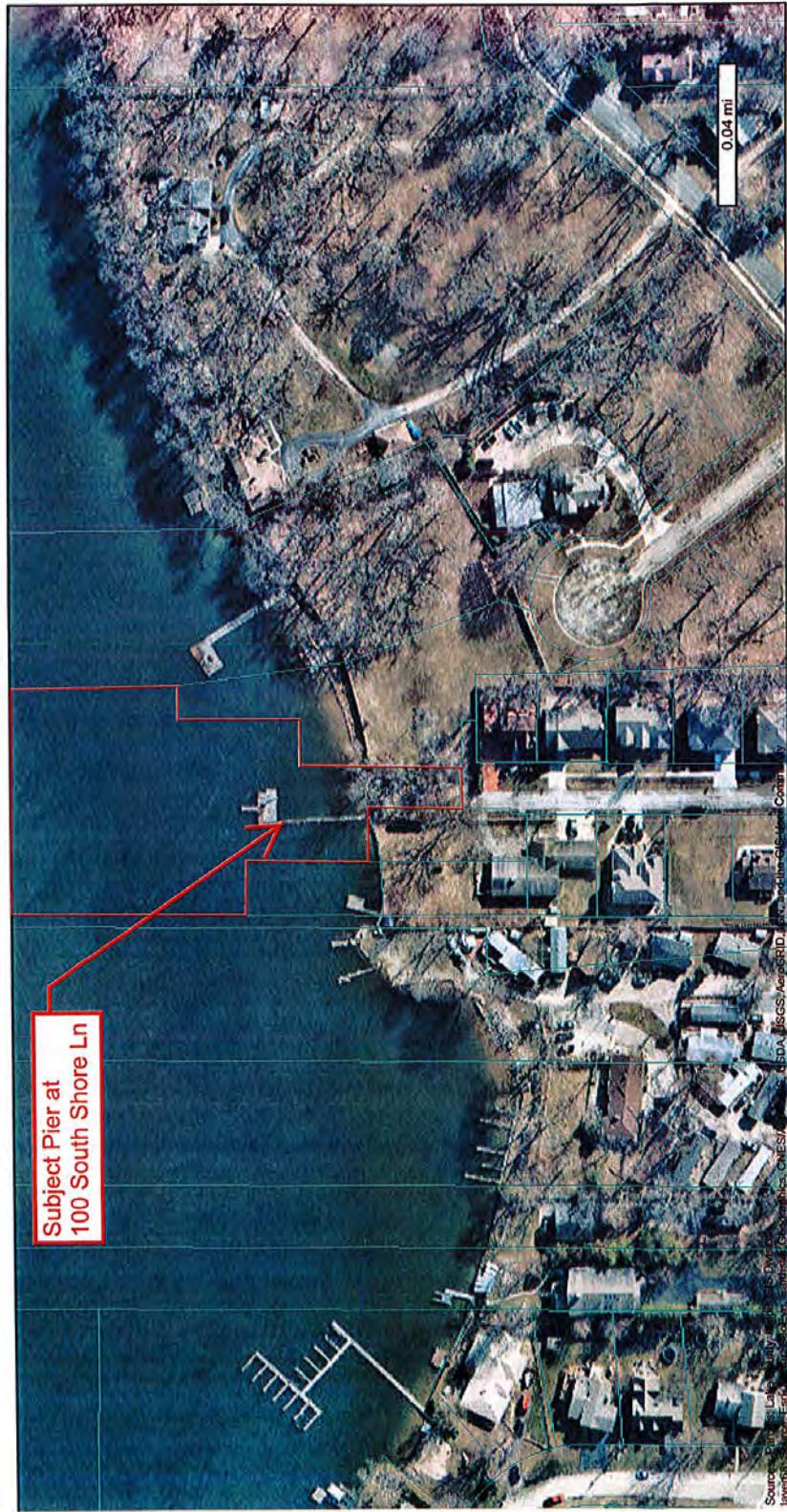
Current and Intended use: The current use of 100 South Shore Lane is for Swimming, Fishing, Picnicking and Mooring of boats and the intended use is the same.

Approvals sought: We here at South Shore Lane Association, which I am the head of and comprises all deeded properties to 100 South Shore Lane wish to modify our dock so more people can use and enjoy the dock and lake. This would consist of, changing the dock in such a way to move 2 boats away from the front of the dock and add slips for them on the East side of the dock. This would open up the front of the dock for enjoyment of fishing and overall viewing of the lake especially for the many non-boaters who live on the block and have pined for this. Additionally our dock was in disrepair and needed to be updated to deal with the rigors of the ice shifting in the winter.

Our new dock would actually be smaller in square footage than the current one but be slightly bigger in footprint. We are requesting a variance.



Lake County, Illinois





At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

To: Ray Keller, Village Manager *PK*

From: Roy Witherow, Assistant Village Manager

CC: Sarosh Saher, Community Development Director
Mary Meyer, Building Services Supervisor
Tim Verbeke, Planner

Date: April 28, 2022

Re: Zoning Variation – Construction of a new Pier and a new Kayak Launch at 200 South Rand Road

Issue

The Village of Lake Zurich (the “Applicant”) is the owner of the property commonly known as 200 South Rand Road (Paulus Park, the Subject Property).

The applicant requests:

- Variation from Zoning Code Section 9-7C-3, “Additional Permitted Uses” in the Lake Protection District

2014-2019 Strategic Plan. This agenda item is consistent with the following objectives under Goal #4 – Service Sustainability:

- Develop a high-performance organization

Analysis

The Subject Property is located within the Village’s OS Open Space zoning district. The LP Lake Protection District appears on the zoning map as an “overlay district,” superimposed on all properties with frontage along Lake Zurich. The LP Lake Protection District provides for regulations for the construction of piers.

The new fishing pier with floating dock is proposed to be located at a point on the southeastern shoreline of the park and constructed with a total area of 500 square feet, a maximum of 8 feet in width at the widest point, and is proposed to project 48 feet into the lake.

The kayak launch is proposed to be located at a point on the northern shoreline of the park and constructed with a total area of 440 square feet, a maximum of 16 feet in width at the widest point, and is proposed to project 40 feet into the lake.

Both structures meet the requirements for projection into the waterway (less than 50 feet). Additionally, no mooring or access for motorized boats is intended to be permitted at either structure. The structures are intended to be strictly used for non-motorized craft (at the launch) or for fishing and recreational activity by users of the park.

No definition of “pier” or “dock” is provided for in the municipal code, and therefore for all practical purposes, the structure shall be considered a “dock.”

Existing Structure. There is an existing non-conforming dock on the subject property that is not permanent in nature. It is located in the area of the proposed kayak launch, and was constructed prior to October 2004 when the current provisions for the LP Lake Protection District and the requirements for piers were adopted. Additionally, the village also installs seasonal swimming piers along the north shoreline of the property. These are removed at the close of the season.

The proposed kayak launch will replace the existing pier which will result in a decrease in dock area by 100 square feet and will project 22 less feet farther into the lake than the current dock. At its maximum width, the structure is proposed to measure 8 feet. The dock meets the remaining requirements for docks within Section 9-7C-3 of the code.

The proposed fishing pier and floating dock will be a new structure on the property and will exceed the overall required square footage at 440 square feet. At its maximum width, the structure is proposed to measure 20 feet. The dock meets the remaining requirements for docks within Section 9-7C-3 of the code.

The Village of Lake Zurich will obtain the clearance from all utility companies, the IL Department of Natural resources and if necessary, the US Army Corp of Engineers to install the pier in the lake prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the pier from being constructed in this portion of the lake.

Neighborhood precedence. Adjacent properties to the north have piers/docks serving the Pointe West Subdivision on Rand Road that exceed the allowable dock/pier square footage and pier projection into the lake. Similarly, Sandy Point Subdivision contains three piers with moorings that exceed the provisions in the code. Like the dock in Paulus Park, these structures were constructed prior to the adoption of 2004 provisions.

Pursuant to public notice published on April 2, 2022, in the Daily Herald, a public hearing was held with the Lake Zurich Planning & Zoning Commission for April 20, 2022, to consider the Application. On April 1, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

The video stream from the PZC meeting can be accessed via the link:

<https://play.champds.com/lakezurichil/event/54>

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

RECOMMENDATION

At its meeting of April 20, 2022, the Planning and Zoning Commission recommended approval of the variation and provided its findings and conditions for approval. These findings are incorporated and made a part of the approval ordinance submitted to the Village Board for consideration, and subject to the following conditions for approval.

Staff therefore recommends approval of the ordinance with the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application and Cover Letter prepared by the Village of Lake Zurich; both dated March 28, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey provided by the Village of Lake Zurich; dated March 28, 2022.
 - d. Proposed Site Plan and association Paulus Park improvement plans provided by the Village of Lake Zurich; dated March 28, 2022.
2. As further mitigation for development of kayak launch and the floating dock, the applicant shall agree not to further increase the amount of total surface area and width of the structures beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
4. Appropriate signage notifying users of necessary fishing and other licenses and fees be posted at the piers.
- Approval Ordinance including the following exhibits
 - o Exhibit A – Legal description of the property
 - o Exhibit B – April 20, 2022 Staff Report and PZC final findings, recommendation and conditions
 - o Exhibit C – Development Application and attachments

ORDINANCE NO. 2022-05-462

**ORDINANCE GRANTING VARIATION FROM LAKE PROTECTION
DISTRICT STANDARDS
(200 S. Rand Road - Paulus Park)**

WHEREAS, the Village of Lake Zurich ("Village") has initiated a process allowing for review of a Village proposal to install a fishing pier and kayak launch on Village premises at Paulus Park ("Park") to inform the public and allow for relevant input; and

WHEREAS, there are currently no permanent piers or launches to address the public benefits of and need for such facilities at the Park; and

WHEREAS, the proposed pier and kayak facilities will be constructed to allow for ADA accessibility for fishing, a floating dock and to safely launch non-motorized craft onto the lake; and

WHEREAS, while the proposed size and configuration of these pier and kayak facilities may not meet certain zoning standards applicable to private and non-Village uses, the proposed pier structure provides public benefit and addresses the public need for this recreational facility and multipurpose use; and

WHEREAS, the Park is located within the Village of Lake Zurich OS Open Space Zoning District and LP Lake Protection Overlay District; and

WHEREAS, in order to appropriately provide for the public benefits intended by the installation of this pier and kayak facilities, the Village will be installing the pier and associated facilities that will need to exceed the deck area and width standards for such structures on non-Village properties; and

WHEREAS, the installation of these public improvements may deviate from certain of the zoning regulations at Section 9-7C-3 of the LP Lake Protection District, a zoning overlay district ("District") of the Lake Zurich Zoning Code ("Code") for "Additional Permitted Uses" which otherwise generally apply to construction of piers by non-Village owners; and

WHEREAS, the fishing pier and facilities will consist of a total area of 500 square feet, with a maximum 8 foot width at the widest point, and 20 feet with the floating dock, but will project no more than 48 feet into the lake; and

WHEREAS, the kayak launch will consist of a total area of 440 square feet, with a maximum 16 foot width at the widest point, and will project no more than 40 feet into the lake, which will replace the existing pier/dock, decreasing overall dock area and significantly decreasing the projection of the dock into the lake; and

WHEREAS, the proposed fishing pier and kayak facilities otherwise are consistent with the overall District requirements for piers at Section 9-7C-3 of the Code.

WHEREAS, public notice of the public hearing on this request before the Lake Zurich Planning and Zoning Commission ("PZC") was published on April 2, 2022, in the Daily Herald; and

WHEREAS, at its April 20, 2022 meeting and public hearing the PZC allowed for public comment on this proposed improvement and received and considered the STAFF REPORT dated April 20, 2022, regarding the proposed pier and facilities, and, after the conclusion of the public hearing, the PZC adopted the positive support and findings of the STAFF REPORT regarding the Village's proposal in this matter; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich have considered the information gathered by the PZC and included in the STAFF REPORT dated April 20, 2022, and having considered all of the facts and circumstances related to this proposal, the Mayor and Board of Trustees have determined that the proposal is in the best interests of the Village and provides the necessary public benefit to the Park.

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

SECTION 1: *ADOPTION AND INCORPORATION OF RECITALS.* The foregoing recitals and recommendations are incorporated herein as findings and requirements of the Mayor and Board of Trustees. The information available to the PZC from the staff reports and public hearing convened by the PZC have been considered by the Board and are hereby accepted as the Board's own and hereby made a part of the official record for this proposal.

SECTION 2: *APPROVAL OF VILLAGE PROPOSAL.* The Mayor and Board of Trustees do hereby approve the proposal by the Village to construct new pier and kayak launch facilities at Paulus Park, as proposed in those plans provided by the Village with its filing to the PZC in this matter, including the proposed sizes and widths of the pier and kayak facilities. A description of the proposed project is depicted on the plans which were submitted to and filed with the Village staff and the PZC. A copy of said plans is attached hereto as **Exhibit A**.

SECTION 3: *SEVERABILITY.* If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 4: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED this ____ day May, 2022, pursuant to a roll call vote of the Corporate Authorities of the Village of Lake Zurich as follows:

AYES:

NAYS:

ABSENT:

APPROVED by the Mayor of the Village of Lake Zurich this ____ day of May 2022.

Mayor

Village Clerk



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2022-04
PZC Hearing Date: April 20, 2022

AGENDA ITEM 5.C

STAFF REPORT

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

From: Sarosh Saher, Community Development Director

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

Date: April 20, 2022

Re: PZC 2022-04 Zoning Application for a Variation
Construction of a new Pier and a new Kayak Launch
200 South Rand Road

SUBJECT

The Village of Lake Zurich (the “Applicant”) requests a Variation from Zoning Code Section 9-7C-3, “Additional Permitted Uses” in the Lake Protection District, to allow for the construction of a fishing pier, associated floating dock and kayak launch that will exceed the required deck area and width at the property commonly known as 200 South Rand Road (Paulus Park), legally described in Exhibit A attached hereto (the “Subject Property”).

GENERAL INFORMATION

Requested Action:	<u>Variation of the construction standards for a pier and kayak launch</u>
Current Zoning:	<u>OS Open Space Zoning District</u> <u>LP Lake Protection Overlay District</u>
Current Use:	<u>Village Public Park with Beach Areas</u> <u>Currently no permanent piers or launches exist on the property</u>
Property Location:	<u>200 South Rand Road (Paulus Park)</u>
Applicant and Owner:	<u>Village of Lake Zurich</u>
Staff Coordinator:	<u>Tim Verbeke, Planner</u>

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

LIST OF EXHIBITS

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

BACKGROUND

The Village of Lake Zurich (the “Applicant”), are the owners of the public park commonly known as Paulus Park located at 200 South Rand Road, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application on March 28, 2022 (the “Application”) seeking:

- A Variation from Code Section 9-7C-3: “Additional Permitted Uses” pursuant to Section 9-7C-2: Overlay District “LP Lake Protection District.”

The Subject Property is located within the Village’s OS Open Space zoning district. The LP Lake Protection District appears on the zoning map as an “overlay district,” superimposed on all properties with frontage along Lake Zurich. The LP Lake Protection District provides for regulations for the construction of piers.

Piers are subject to the following limitations:

- a. No more than one pier shall be permitted per each seventy-five feet (75') of lake frontage on any zoning lot.
- b. The deck of any pier shall not extend more than four feet (4') above the mean high-water level of the lake (currently known to be elevation 844 USGS datum).
- c. No structure or part of a pier may extend above the level of the deck except that protective, decorative, or ornamental appurtenances such as hand railings, benches, and the like may extend to a height of forty-two inches (42") above the deck.
- d. The total deck area of a pier shall not exceed two hundred (200) square feet.
- e. No pier shall be more than four feet (4') wide at any point, except as required for accessibility under applicable State or Federal law.
- f. Every pier shall be constructed entirely of noncorrosive or decay resistant materials such as coated steel, aluminum, cedar, redwood, or Wolmanized® or similarly treated wood.
- g. No pier shall project into the middle twelve feet (12') of any waterway.
- h. No pier shall project into any waterway more than fifty feet (50') from the mean high-water elevation at the bank of such waterway.
- i. No pier shall be located within ten feet (10') of any property line as extended into the waterway.

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

The new fishing pier with floating dock is proposed to be located at a point on the southeastern shoreline of the park and constructed with a total area of 500 square feet, a maximum of 8 feet in width at the widest point, and is proposed to project 48 feet into the lake.

The kayak launch is proposed to be located at a point on the northern shoreline of the park and constructed with a total area of 440 square feet, a maximum of 16 feet in width at the widest point, and is proposed to project 40 feet into the lake.

Both structures meet the requirements for projection into the waterway (less than 50 feet). Additionally, no mooring or access for motorized boats is intended to be permitted at either structure. The structures are intended to be strictly used for non-motorized craft (at the launch) or for fishing and recreational activity by users of the park.

No definition of “pier” or “dock” is provided for in the municipal code, and therefore for all practical purposes, the structure shall be considered a “dock.”

Existing Structure. There is an existing non-conforming dock on the subject property that is not permanent in nature. It is located in the area of the proposed kayak launch, and was constructed prior to October 2004 when the current provisions for the LP Lake Protection District and the requirements for piers were adopted. Additionally, the village also installs seasonal swimming piers along the north shoreline of the property. These are removed at the close of the season.

The proposed kayak launch will replace the existing pier which will result in a decrease in dock area by 100 square feet and will project 22 less feet farther into the lake than the current dock. At its maximum width, the structure is proposed to measure 8 feet. The dock meets the remaining requirements for docks within Section 9-7C-3 of the code.

The proposed fishing pier and floating dock will be a new structure on the property and will exceed the overall required square footage at 440 square feet. At its maximum width, the structure is proposed to measure 20 feet. The dock meets the remaining requirements for docks within Section 9-7C-3 of the code.

The Village of Lake Zurich will obtain the clearance from all utility companies, the IL Department of Natural resources and if necessary, the US Army Corp of Engineers to install the pier in the lake prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the pier from being constructed in this portion of the lake.

Neighborhood precedence. Adjacent properties to the north have piers/docks serving the Pointe West Subdivision on Rand Road that exceed the allowable dock/pier square footage and pier projection into the lake. Similarly, Sandy Point Subdivision contains three piers with moorings that exceed the provisions in the code. Like the dock in Paulus Park, these structures were constructed prior to the adoption of 2004 provisions.

Pursuant to public notice published on April 2, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for April 22, 2022, to

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

consider the Application. On April 1, 2022, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

A. Courtesy Review. Due to the low impact of this project, courtesy review was not recommended.

B. Zoning History. The property has been publicly held by the Village of Lake Zurich since the inception of park in 1973, when the Village took ownership, established Paulus Park and built the parking lot, picnic shelters, restroom building, beach, dock, and other amenities. The floating dock and kayak launch work is proposed to be done in conjunction with an \$800,000 Open Space Lands Acquisition and Development (OSLAD) grant from the IL Department of Natural Resources (IDNR) for improvements at Paulus Park. The Village has already begun construction on various improvements including a new shelter, concrete pad for a bandshell, shoreline stabilization, and landscaping. This work is projected to be completed by summer 2022.

The property is zoned within the OS Open Space district and is also subject to the Lake Protection Overlay District. These structures will be additional public amenities within Lake Zurich's largest park with the intention of serving the immediate demographic of Lake Zurich as well as the greater surrounding neighboring regional community.

C. Surrounding Land Use and Zoning. The subject property is zoned within the OS Open Space zoning district. The surrounding properties on the northwest and southeast are zoned R-5 Single Family Residential District and are improved with single-family and multiple-family residences. The properties to the west and south are zoned in the B-3 Regional Shopping Business District are developed with Shops of Lake Zurich Corners (South) and North Lake Commons Shopping Center, the former Kmart vacant property and Lakeview Plaza Shopping Center (West). To the north and east is the lakefront of Lake Zurich.

D. Trend of Development. This property has been maintained as an open space since the inception of the Village. It was dedicated to the Village in 1973 and has been maintained as a public space since that time. The existing pier is an existing non-conforming structure that was constructed before the adoption of the 2004 provisions of the zoning code.

E. Zoning District. The OS Open Space District is established to recognize the existence of major open space and recreational areas in the Village and is intended to apply to all public open space of notable quality and to major private open spaces such as golf courses and cemeteries. (Ord., 10-2004)

The LP Lake Protection District is established to protect and preserve the special qualities and characteristics of the lake and thereby preserve the quality of its impact on the Village. The LP Lake Protection District appears on the zoning map as an "overlay district," imposed on top of other districts created by this Zoning Code and referred to in this article

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

as "base districts." Development of properties in the LP Lake Protection District must comply both with the regulations of the LP Lake Protection District and with the regulations of the base district in which they are located. When there is any conflict between the regulations of the LP Lake Protection District and the regulations of the base district, the regulations of the LP Lake Protection District shall control.

F. General provisions for the granting of variations. The purpose of the variation procedure is intended to provide a narrowly circumscribed means by which relief may be granted from unforeseen particular applications of the zoning code that create practical difficulties or particular hardships for which no other remedy is available.

Section 9-17-3 entitled "Authorized Variations" provides a list of the zoning code provisions that may be varied by authority of the Village Board.

In particular paragraph 18 of this section provides for variations for the construction of structures within the LP Lake Protection District as follows:

Lake Protection District: To allow piers to an extent or in a manner not permitted by subsection 9-7C-3A of this title. (Ord. 2016-6-137, 6-6-2016). The ordinance passed to allow for such variations did not set limits on the extent to which the provisions could be varied.

GENERAL FINDINGS

Staff of the Community Development Department and its development review team have evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offer findings on specific sections of the Code as they relate to the development of the property.

9-17-4: STANDARDS FOR VARIATIONS.

A. General Standard: No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

Staff Response: Standard met. While the proposed floating dock and kayak launch could be constructed within the confines of the zoning code regulations, it is designed and intended to serve the entire Lake Zurich Community. Rather than take the form of individual docks to abide by the code regulations, they are being configured as larger structures. The variation being sought will provide necessary utility to the proposed pier and satisfy each of the standards set forth in this section, and also meet the purpose and intent of the community for its use.

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

B. Unique Physical Condition: The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

Staff Response: Standard met. The current configuration is not conducive to accommodating the full enjoyment of the pier by all the residents. Both the proposed fishing dock and kayak launch will provide ADA accessibility, and will become year-round attractions for the community. Currently the existing dock has to be removed every fall and reinstalled each spring, which not only taxes the Public Works staff but also denies the public of winter enjoyment of the dock.

Both the fishing dock and kayak launch are being constructed at their proposed locations to allow non-boater and fisherman or non-motorized craft to utilize the features for their recreation and enjoyment.

C. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

Staff Response: Standard met. The unique or extraordinary physical condition (non-conformity) was not the result of any action of a current property owner, rather a result of the design and configuration allowed prior to adoption of the current codes.

D. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

Staff Response: Standard met. The Applicant is requesting to construct a 440 square foot kayak launch. This launch will be constructed on the northern side of the park along the shoreline as a replacement to an old floating dock. This will be a structure permanently installed with 4 pylons driven into the lake bed. The Applicant is also requesting to construction a 500 square foot pedestrian and fishing dock. This pier will be constructed on the southeastern side of the park projecting 48 feet into the lake. This will be a floating pier and dock, permanently installed with 4 pylons driven into the lake bed. Denying the both these to be built would deny the Applicant to opportunity to provide an ADA accessible feature offered to other residents of the entire community, not just lakefront property owners.

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

E. **Not Merely Special Privilege:** The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

Staff Response: Standard met. The hardship does not involve the inability of the owner to enjoy any special privilege in using the property. Granting the variation will allow the community members the ability to enjoy lake rights that are traditional and customary to the enjoyment and use of residential lakefront properties.

F. **Code and Plan Purposes:** The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

Staff Response: Standard met. Granting the variation would not change the open space use of the Subject Property. The location and design of the park will continue to remain in harmony with the purpose of the Lake Protection District, the zoning code and comprehensive plan.

G. **Essential Character of the Area:** The variation would not result in a use or development on the subject property that:

1. **Detrimental to Enjoyment:** Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

Staff Response: Standard met. Granting of the variation will not create a negative effect on public welfare, enjoyment, development, or value of property if the Applicant is granted the requested variation.

2. **Light and Air:** Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

Staff Response: Standard met. Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity as the Applicant only wishes to construct a fishing dock and kayak launch. These features are proposed to be built to modern standards of the building and zoning code, and will not impede the neighboring properties enjoyment of the lake.

3. **Congestion:** Would substantially increase congestion in the public streets due to traffic or parking; or

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

Staff Response: Not Applicable. Granting of the variation would not affect any congestion due to traffic or parking as the land use or density of the property is not being altered. Parking is not currently provided at the dock or the kayak launch area. Paulus Park currently provides adequate parking to service both these features.

4. Flood or Fire: Would unduly increase the danger of flood or fire; or

Staff Response: Standard met. The proposed dock and launch will conform to current building codes and therefore would not increase any risk of flood or fire. The features and any associated improvements will require approval from relevant permitting agencies other than the Village in order to ensure minimal damage to the lake and the shoreline.

5. Tax Public Facilities: Would unduly tax public utilities and facilities in the area; or

Staff Response: Standard met. No utilities are proposed to be connected to the proposed dock or kayak launch. Any new electrical connection to the pier would be incidental to the recreational use of the property. Granting of the variation would therefore not cause the property to unduly tax public utilities or facilities in the area since its function would not change.

6. Endangerment: Would endanger the public health or safety.

Staff Response: Standard met. The proposed variation would not affect the public's health, safety or welfare. Additionally, the Applicant is proposing to construct both the dock and kayak launch in compliance with ADA standards and provide additional hand railings for pedestrian safety.

- H. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

Staff Response: Standard partially met. The dimensions of both the kayak launch and the floating dock are not at the minimum adjustment that the Applicant could apply to give the proposed features a reasonable level of functionality – namely, a smaller dock and kayak launch can be constructed without a variation and still be functional.

However, both the kayak launch and float dock can only be built in the proposed location and at their proposed dimensions to have the desired utility that such a feature offers – to serve the general public, provided ADA access, and be located in close proximity and with direct access to the established amenities in the park. Due to the extraordinary configuration of the park, any other location would either not offer

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

sufficient room to give the feature any utility, or place it in an area where such features would be impracticable.

Further, the following measures serve as mitigation of the variation being requested:

- 1. The proposed fishing dock and kayak launch will not be constructed outside of the lot lines thereby properly separating the structures from neighboring properties;**
- 2. There are additional existing piers and dock that have created precedence in the neighborhood for non-conforming water-based structures;**
- 3. The owners of the adjacent property have not objected to the construction of the kayak launch as proposed; and**
- 4. There is precedence for other variations being granted within this area of the Village.**

Staff therefore recommends approval of the variation, despite the partial compliance with this standard.

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

RECOMMENDATION

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

- Section 9-17-4: Standards for Variations

Section 9-17-5 entitled “Variation less than requested” provides the PZC with the option of granting a variation less than or different from that requested when the record supports the applicant's right to some relief but not to the relief requested.

Based on the review of the standards for approval which have been met with the exception of Standard H, staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Further, based on the existing conditions and mitigation proposed by the owner as further described in the staff response to Standard H, Staff of the Community Development Department recommends the approval of PZC 2022-04, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application and Cover Letter prepared by the Village of Lake Zurich; both dated March 28, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey provided by the Village of Lake Zurich; dated March 28, 2022.
 - d. Proposed Site Plan and association Paulus Park improvement plans provided by the Village of Lake Zurich; dated March 28, 2022.
2. As further mitigation for development of kayak launch and the floating dock, the applicant shall agree not to further increase the amount of total surface area and width of the structures beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,
 Tim Verbeke
 Planner

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

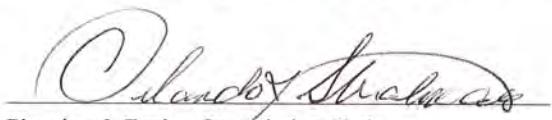
**LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS**

**200 RAND ROAD
APRIL 20, 2022**

The Planning & Zoning Commission recommends approval of Application **PZC 2022-04**, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **April 20, 2022** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
 - a. Zoning Application and Cover Letter prepared by the Village of Lake Zurich; both dated March 28, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey provided by the Village of Lake Zurich; dated March 28, 2022.
 - d. Proposed Site Plan and association Paulus Park improvement plans provided by the Village of Lake Zurich; dated March 28, 2022.
2. As further mitigation for development of kayak launch and the floating dock, the applicant shall agree not to further increase the amount of total surface area and width of the structures beyond what is being proposed.
3. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Without any further additions, changes, modifications and/or approval conditions.
 With the following additions, changes, modifications and/or approval conditions:


Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

THAT PART OF THE FOLLOWING DESCRIBED PROPERTY WHICH LIES EAST OF THE CENTER LINE OF ROUTE U.S. 12: THAT PART OF SECTION 19, TOWNSHIP 43 NORTH, RANGE LOWEST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: LOT 1 OF THE NORTHWEST QUARTER OF SECTION 19; THE WEST 120 FEET OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19 AND THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 19; EXCEPT THAT PART THEREOF CONVEYED TO IRVING C. DESCHAUER AS TRUSTEE BY WARRANTY DEED RECORDED AS DOCUMENT 465469 IN BOOK 450 OF DEEDS, PAGE 514 ON JULY 21, 1939 DESCRIBED AS FOLLOWS: TO WIT: BEGINNING AT A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 19, 42.69 FEET NORTH OF THE SOUTHEAST CORNER OF SAID QUARTER QUARTER SECTION, SAID POINT BEING ON THE NORTHERLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 22; THENCE NORTH ALONG SAID EAST LINE, 415 FEET; THENCE WEST AT RIGHT ANGLES TO SAID EAST LINE, 345.9 FEET TO THE EASTERLY RIGHT OF WAY LINE OF STATE ROUTE NO. 60; THENCE SOUTHERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE TO THE LEFT HAVING A RADIUS OF 3295.46 FEET FOR A DISTANCE OF 358.11 FEET; THENCE SOUTHEASTERLY ALONG SAID RIGHT OF WAY LINE, BEING A CURVED LINE TO THE LEFT AND HAVING A RADIUS OF 286.4 FEET FOR A DISTANCE OF 196.04 FEET TO THE PLACE OF BEGINNNG , AND EXCEPT THAT PART DESCRIBED AS FOLLOWS: BEGINNING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 19 AND THE EASTERLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 60 AS INDICATED ON PLAT OF DEDICATION ATTACHED TO INSRUMENT RECORDED AS DOCUMENT 456777; THENCE SOUTH 89 DEGREES 52 MINUTES EAST ALONG THE SAID NORTHERLY LINE OF SECTION 19, 187.53 FEET; THENCE SOUTH 118 DEGREES 25 MINUTES EAST244.1 FEET; THENCE SOUTH 60 DEGREES 8 MINUTES WEST 212.24 FEET, MORE OR LESS, TO A POINT ON THE SAID EASTERLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 60,347.2 FEET (ARC MEASURE) SOUTHEASTERLY OF THE POINT OF BEGINNING; AND THENCE NORTHWESTERLY ALONG THE SAID EASTERLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 60 (BEING A CURVED LINE CONCAVE EASTERLY AND HAVING A RADIUS OF 6291.26 FEET) 347.2 FEET TO THE POINT OF BEGINNING, IN LAKE COUNTY, ILLINOIS; ALSO EXCEPT THAT PART OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN LAKE COUNTY , ILLINOIS, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 19 AND THE EASTERLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 60 AS INDICATED ON PLAT OF DEDICATION ATTACHED TO DOCUMENT 456777; THENCE SOUTH 89 DEGREES 52 MINUTES EAST ALONG SAID NORTHERLY LINE OF SECTION 19, 187.53 FEET TO THE POINT OF BEGINNING OF THE LEGAL DESCRIPTION FOR THE LANDS TO BE HEREBY CONVEYED; THENCE SOUTH 18 DEGREES 25 MINUTES EAST, 244.11 FEET; THENCE SOUTH 60 DEGREES 08 MINITTES WEST 207.16 FEET, MORE OR LESS, TO A POINT ON THE CENTERLINE OF CARY ROAD; THENCE SOUTH 28 DEGREES 33 MINUTES EAST, 100.03 FEET; THENCE NORTH 60 DEGREES 08 MINUTES EAST, 221.21 FEET; THENCE NORTH ODEGREES 08 MINUTES EAST 312.16 FEET, MORE OR LESS TO SAID NORTHERLY LINE OF SECTION 19; AND THENCE NORTH 89 DEGREES 52 MINUTES WEST

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

ALONG SAID NORTHERLY LINE OF SECTION 19, 137.84 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS; EXCEPTING THEREFROM THE FOLLOWING: THAT PART OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE NORTHERLY LINE OF SAID SECTION 19, WITH THE EASTERNLY RIGHT OF WAY LINE OF STATE BOND ISSUE ROUTE 60, AS INDICATED ON PLAT OF DEDICATION ATTACHED TO DOCUMENT 456777; THENCE SOUTH 89 DEGREES 52 MINUTES 0 SECONDS EAST ON SAID NORTHERLY LINE OF SECTION 19, A DISTANCE OF 187.53 FEET; THENCE SOUTH 18 DEGREES 25 MINUTES EAST, A DISTANCE OF 244.11 FEET; THENCE SOUTH 60 DEGREES 08 MINUTES WEST, A DISTANCE OF 207.16 FEET, MORE OR LESS TO THE CENTER LINE OF CARY ROAD; THENCE SOUTH 28 DEGREES 33 MINUTES EAST, A DISTANCE OF 100.03 FEET FOR THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE NORTH 60 DEGREES 08 MINUTES EAST A DISTANCE OF 221.21 FEET; THENCE SOUTHEASTERLY PARALLEL WITH CENTER LINE OF CARY ROAD, A DISTANCE OF 984.83 FEET; THENCE SOUTHWESTERLY 221.21 FEET TO A POINT OF THE CENTER LINE OF CARY ROAD WHICH IS 984.83 FEET SOUTHEASTERLY OF THE POINT OF BEGINNING; THENCE NORTHWESTERLY ON THE CENTER LINE OF CARY ROAD, A DISTANCE OF 984.83 FEET TO THE POINT OF BEGINNING, ALL IN LAKE COUNTY, ILLINOIS

Parcels Involved: 14-19-200-026

Staff Report
APPLICATION PZC 2022-04

Community Development Department
PZC Hearing Date: April 20, 2022

EXHIBIT B
HEARING SIGN ON SUBJECT PROPERTY





(Please Type or Print)

ZONING APPLICATION

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

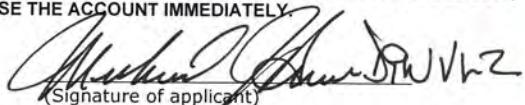
1. Address of Subject Property: 200 Rand Rd
2. Please attach complete legal description
3. Property Identification number(s): 14-219-200-026
4. Owner of record is: Village of Lake Zurich Phone: 847-540-1696
E-Mail info@LakeZurich.org Address: 70 E. Main Lake Zurich, IL
5. Applicant is (if different from owner): _____ Phone: _____
E-Mail _____ Address: _____
6. Applicant's interest in the property (owner, agent, realtor, etc.): Owner
7. All existing uses and improvements on the property are: Paulus Park
8. The proposed uses on the property are: Dock and Kayak Launch
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:

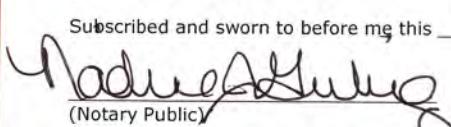
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:

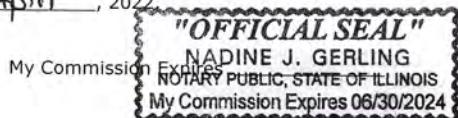
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

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

Michael Brown
(Name of applicant)


(Signature of applicant)

Subscribed and sworn to before me this 1 day of April, 2022.

(Notary Public)



(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this _____ day of _____, 2022.

(Notary Public)

My Commission Expires _____

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

Zoning Code **Map** Amendment to change zoning of Subject Property from _____ to _____
 Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code _____

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

Special Use Permit/Amendment for _____
 (See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

Planned Unit Development/Major Adjustment/Amendment

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

Variation for *Total Deck area of more than 200 feet. Pier width greater than 4 feet*

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

Modification to the Land Development Code (includes retaining walls more than 2 feet in height)
 (See Section 10-6-18 of the Land Development Code for specific standards.)

Preliminary Plat of Subdivision

Final Plat of Subdivision or Amendment to Plat of Subdivision

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

Site Plan Approval/Major Adjustment/Amendment

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

Exterior Appearance Approval or Amendment

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

APPLICATION TO ANNEX CERTAIN TERRITORY

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

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

COMPREHENSIVE PLAN APPLICATION

Comprehensive Plan **Map** Amendment for _____

Comprehensive Plan **Text** Amendment for _____

Paulus Dark 12-19-73

362256

WARRANTY DEED

1646894

THE GRANTOR — KATHERINE F. MILLER —

(married to RAYMOND C. MILLER) of Box 88, Pleasant Acres, of the Village of Lake Zurich, County of Lake, State of Illinois, for and in consideration of TEN DOLLARS (\$10.00) and other good and valuable considerations in hand paid, CONVEYS and WARRANTS to the VILLAGE OF LAKE ZURICH, a municipal corporation of the State of Illinois, the following described Real Estate situated in the County of Lake in the State of Illinois, to wit:

That part of the following described property which lies East of the Center line of Route U. S. 12: That part of Section 19, Township 43 North, Range 10, East of the Third Principal Meridian, described as follows: Lot 1 of the Northwest quarter of Section 19; the West 120 feet of the Northeast quarter of the Northeast quarter of said Section 19 and the West half of the Northeast quarter of Section 19; except that part thereof conveyed to Irving C. Deschauer as Trustee by Warranty Deed recorded as Document 465469 in Book 450 of Deeds, page 514 on July 21, 1939 described as follows: to wit: Beginning at a point on the East line of the Southwest quarter of the Northeast quarter of said Section 19, 42.69 feet North of the Southeast corner of said quarter quarter section, said point being on the Northerly right of way line of State Bond Issue Route 22; thence North along said East line, 415 feet; thence West at right angles to said East line, 345.9 feet to the Easterly right of way line of State Route No. 60; thence Southerly along said right of way line, being a curved line to the left having a radius of 3295.46 feet for a distance of 358.11 feet; thence Southeasterly along said right of way line, being a curved line to the left and having a radius of 286.4 feet for a distance of 196.04 feet to the place of beginning, and except that part described as follows: Beginning at the point of intersection of the Northerly line of said Section 19 and the Easterly right of way line of State Bond Issue Route 60 as indicated on plat of dedication attached to Instrument recorded as Document 456777; thence South 89 degrees 52 minutes East along the said Northerly line of Section 19, 187.53 feet; thence South 18 degrees 25 minutes East 244.11 feet; thence South 60 degrees 8 minutes West 212.24 feet, more or less, to a point on the said Easterly right of way line of State Bond Issue Route 60, 347.2 feet (arc measure) Southeasterly of the point of beginning; and thence Northwesterly along the said Easterly right of way line of State Bond Issue Route 60 (being a curved line concave Easterly and having a radius of 6291.26 feet) 347.2 feet to the point of beginning) in Lake County, Illinois; Also except that part of Section 19, Township 43 North, Range 10, East of the 3rd P. M., in Lake County,

ROBERT J.
ANDERSON
ATTORNEY AND
COUNSELOR AT LAW
ROUTE 53
LONG GROVE, ILL. 60047
OFFICE: 438-2321
XXXXXX

Mail to: Joseph Lakes
21 N. Whitney St
Glen Ellyn, Ill. 60030
mail to Bill to:
Village of Lake Zurich
Lake Zurich, Ill.
Tract Book of 3

CHICAGO TITLE INSURANCE CO.

Illinois, described as follows: Commencing at the point of intersection of the Northerly line of said Section 19 and the Easterly right of way line of State Bond Issue Route 60 as indicated on plat of dedication attached to Document 456777; thence South 89 degrees 52 minutes East along said Northerly line of Section 19, 187.53 feet to the point of beginning of the legal description for the lands to be hereby conveyed; thence South 18 degrees 25 minutes East, 244.11 feet; thence South 60 degrees 08 minutes West, 207.16 feet, more or less, to a point on the center line of Cary Road; thence South 28 degrees 33 minutes East, 100.03 feet; thence North 60 degrees 08 minutes East, 221.21 feet; thence North 0 degrees 08 minutes East 312.16 feet, more or less to said Northerly line of Section 19; and thence North 89 degrees 52 minutes West along said Northerly line of Section 19, 137.84 feet, more or less, to the point of beginning, all in Lake County, Illinois; EXCEPTING therefrom the following: That part of Section 19, Township 43 North, Range 10, East of the Third Principal Meridian, described as follows: commencing at the point of intersection of the Northerly line of said Section 19, with the Easterly right of way line of State Bond Issue Route 60, as indicated on plat of dedication attached to Document 456777; thence South 89 degrees 52 minutes 0 seconds East on said Northerly line of Section 19, a distance of 187.53 feet; thence South 18 degrees 25 minutes East, a distance of 244.11 feet; thence South 60 degrees 08 minutes West, a distance of 207.16 feet, more or less to the center line of Cary Road; thence South 28 degrees 33 minutes East, a distance of 100.03 feet for the point of beginning of this description; thence North 60 degrees 08 minutes East a distance of 221.21 feet; thence Southeasterly parallel with center line of Cary Road, a distance of 984.83 feet; thence Southwesterly 221.21 feet to a point on the center line of Cary Road which is 984.83 feet Southeasterly of the point of beginning; thence Northwesterly on the center line of Cary Road, a distance of 984.83 feet to the point of beginning, all in Lake County, Illinois.

SUBJECT TO: (a) General taxes for the year 1973 and subsequent years; (b) Special taxes or assessments for improvements not yet completed, if any; (c) Zoning and building ordinances; (d) Roads and highways, if any; and (e) Covenants, easements and restrictions of record, if any.

hereby releasing and waiving all rights under and by virtue of the Homestead Exemption laws of the State of Illinois.

1646894

FILED FOR RECORD IN RECORDER'S
OFFICE LAKE COUNTY, ILLINOIS

DEC 20 '73-8:00 PM

Raymond C. Miller

Dated this 19th day of December 1973.

Katherine F. Miller
Katherine F. Miller

Frank J. Nutter, Notary Public
BANK EL MUSTRA RECORDER and for said County, in the State aforesaid, DO HEREBY CERTIFY that KATHERINE F. MILLER and RAYMOND C. MILLER personally known to me to be the same persons whose names are subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

This Instrument
prepared by
ROBERT J.
ANDERSON

ATTORNEY AND
COUNSELOR AT LAW
ROUTE 52
DONG GROVE, ILL. 60047
OFFICE: 438-2321
X883383

Given under my hand and official seal, this 19th day of December 1973.

Robert J. Anderson
Notary Public

Commission expires Feb. 15, 1977



- 2 -



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT
Building and Zoning Division

505 Telser Road
Lake Zurich, Illinois 60047

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

Paulus Park Zoning Application Cover Letter

Chair Stratman,

The Village of Lake Zurich is requesting a variation from Zoning Code Section 9-7C-3: Additional Permitted Uses in the Lake Protection District, to allow for construction of a pier that will exceed the standards for the construction of piers including total deck area and width.

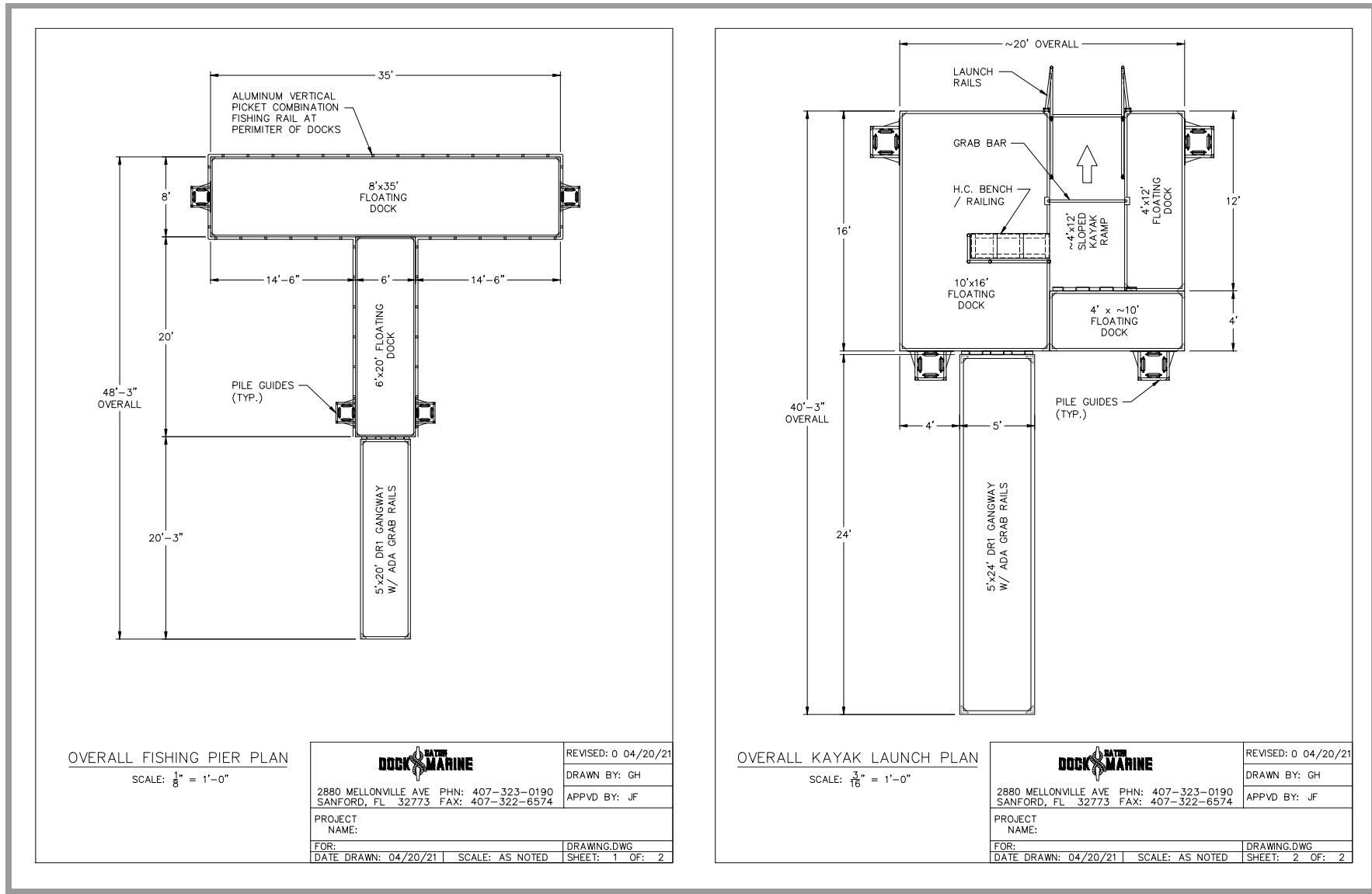
The pier and dock work is proposed to be done in conjunction with an \$800,000 Paulus Park improvement project. The Village has already begun construction on various improvements including, a new shelter, concrete pad for a bandshell, shoreline stabilization, and landscaping. This work is projected to be completed by summer 2022.

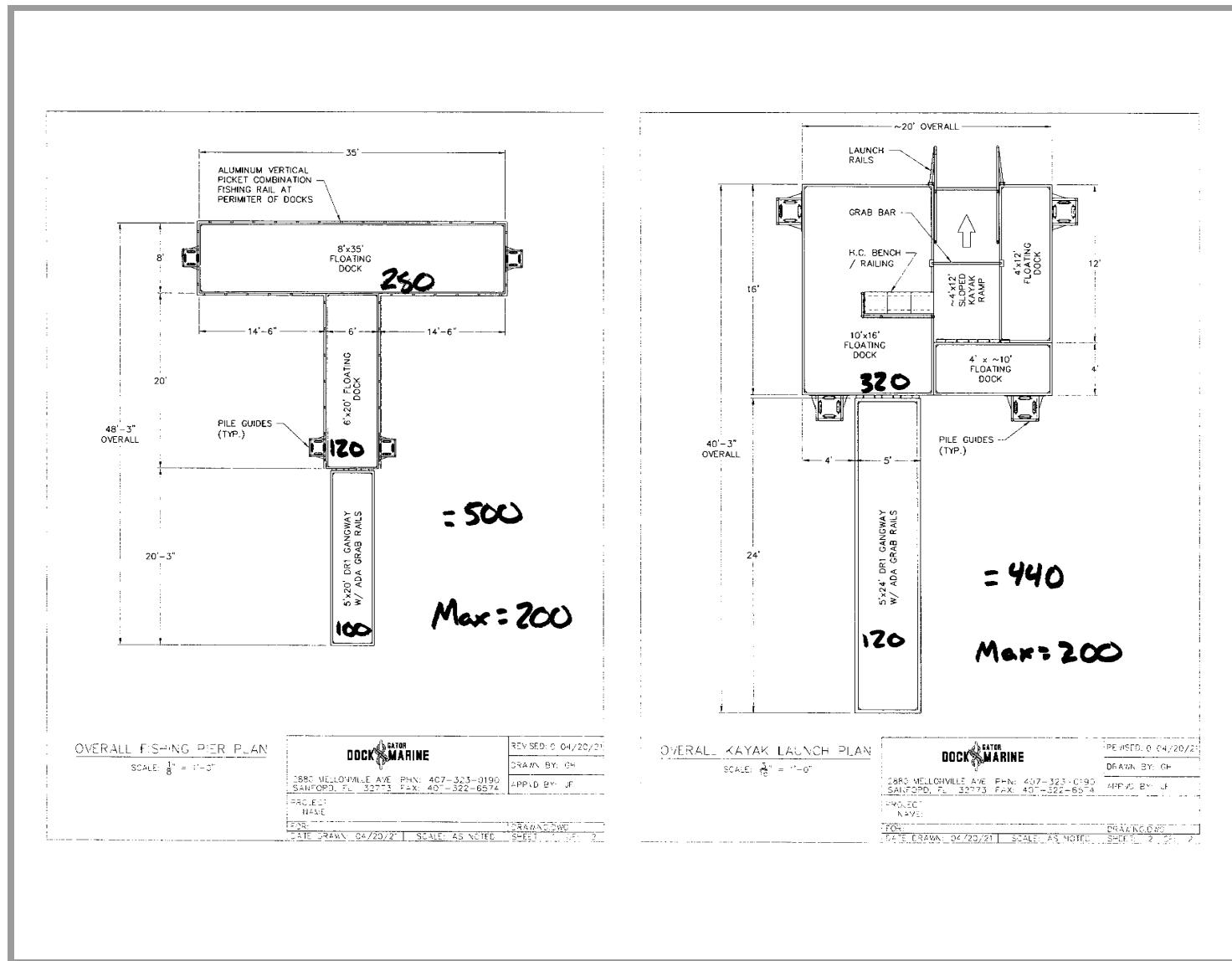
The Village is requested a variation from the zoning code to construct a 440 square foot kayak launch. This dock will be constructed on the northern side of the park along the shoreline as a replacement to an old floating dock. This will be a floating dock, permanently installed with 4 pylons driven into the lake bed. Currently the Village does not offer this type of amenity and will provide an additional benefit to the residents. This pier will be constructed to all ADA specifications.

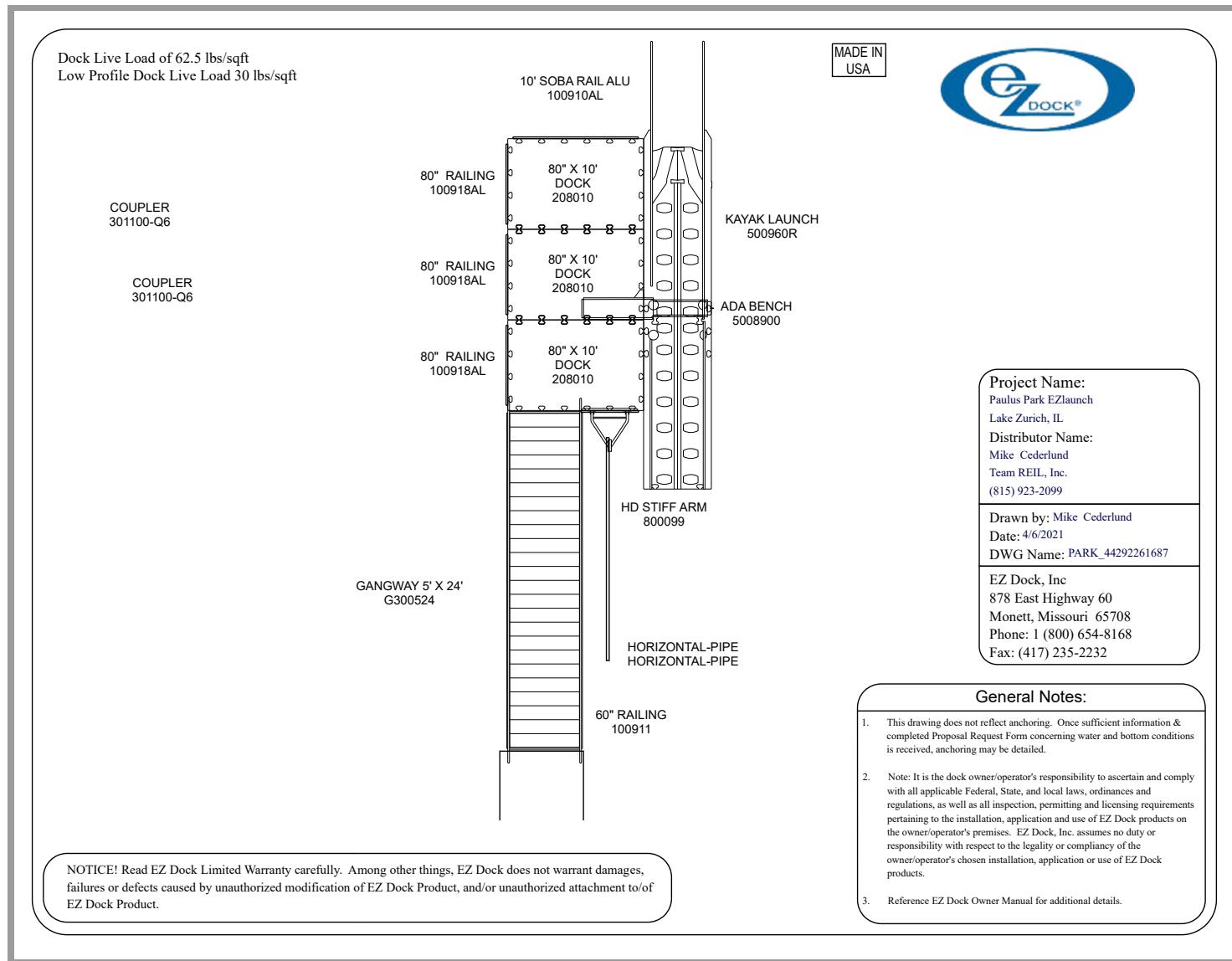
The Village is also requesting a variation from the zoning code to construction a 500 square foot pedestrian and fishing dock. This pier will be constructed on the southeastern side of the park projecting 48 feet into the center of the lake. This will be a floating pier, permanently installed with 4 pylons driven into the lake bed. Currently the Village does not have a pier at this location and will provide an additional benefit to the residents. This pier will be constructed to all ADA specifications.

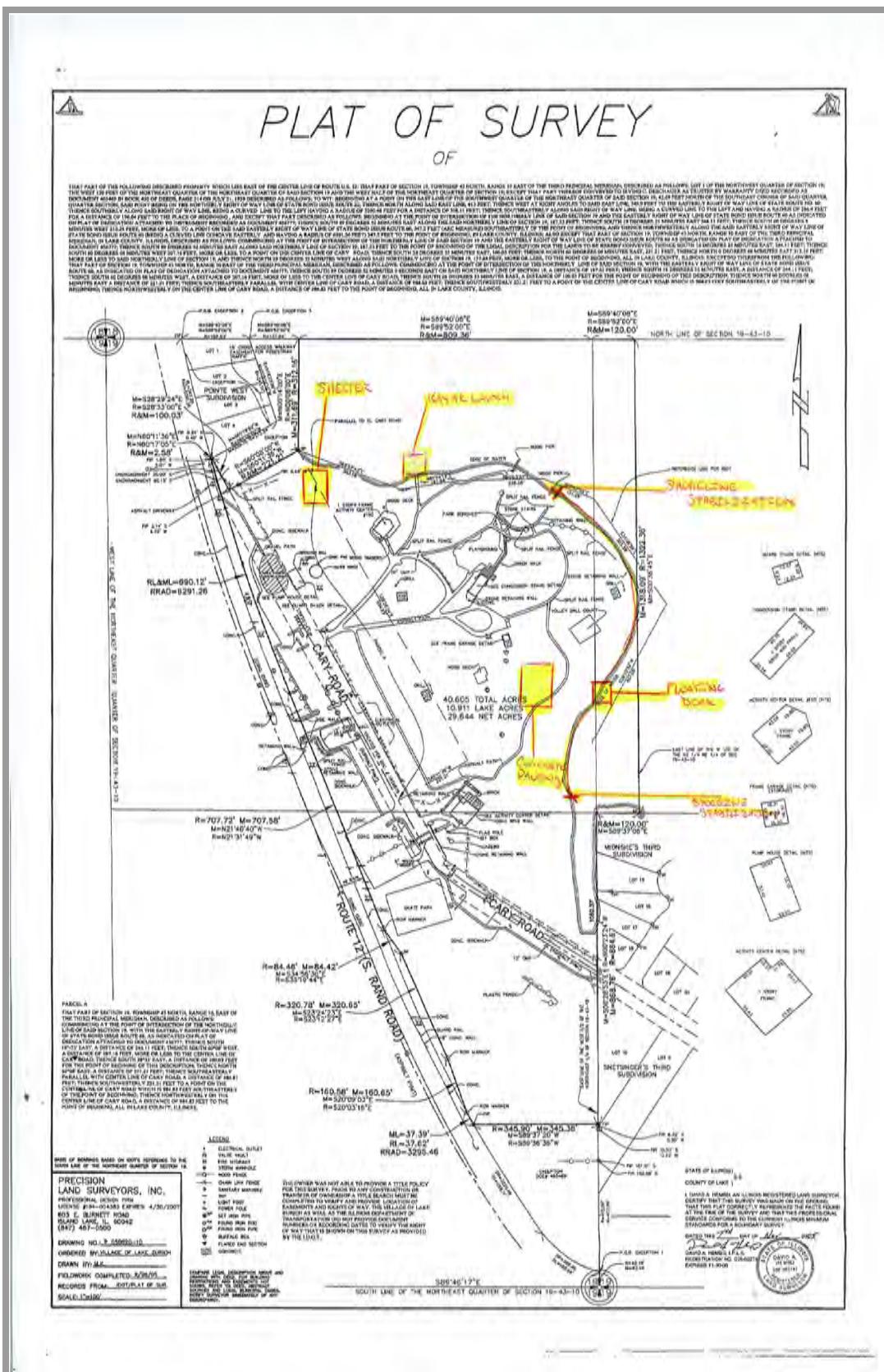
Thank you for your consideration,

Village of Lake Zurich











Community Development Department
 505 Telser Road
 Lake Zurich, IL 60047
 P: (847) 540-1696 F: (847) 726-2182
www.LakeZurich.org
 Nadine.Gerling@LakeZurich.org

Building Permit Application

Date of Application_____

Project Information

Property Address:_____

Type of Project:_____

Business Name:_____

Owner's Name/Address:_____
 (If different from above) _____

(For commercial/industrial applications only)

Owner's Phone:_____

Value of proposed construction/improvements: \$_____

Owner's Email:_____

Description of Work

Contractor Information

Contractors are required to be registered with the Village of Lake Zurich. Please refer to the Contractor Registration Application.

General Contractor:_____

Phone:_____

Address:_____

E-mail:_____

Other Contractor:_____ Type:_____

Phone:_____

Address:_____

E-mail:_____

Other Contractor:_____ Type:_____

Phone:_____

Address:_____

E-mail:_____

I hereby certify that I am the owner of record of the named property, or that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his/her authorized agent and I agree to conform to all applicable laws of this jurisdiction. In addition, if a permit for work described in this application is issued, I certify that the code official's authorized representative shall have the authority to enter areas covered by such permit at any reasonable hour to enforce the provisions of the code(s) applicable to such permit.

Printed Applicant Name:_____

Phone:_____

Applicant Signature: Michael J. Brown

Owner or Contractor

Property Owner Signature: Michael J. Brown DPWVLZ

(Please Select One)

Application must be signed by the property owner. A signed letter of authorization/contract from the property owner must be submitted with the application in lieu of signature on application.

Director of Building and Zoning Signature:_____

Date:_____



22 E. Chicago Avenue
Suite 200A
Naperville, IL 60540
T 630.961.1787
hitchcockdesigngroup.com

Paulus Park

200 South Rand Road
Lake Zurich, Illinois 60047

Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047

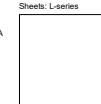
Issue for Construction

October 7, 2021

Project Team

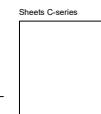
Landscape Architect
Hitchcock Design Group
22 East Chicago Avenue, Suite 200A
Naperville, Illinois 60540
T 630.961.1787

License Number: 157.000000
Expiration Date: 08.31.202X



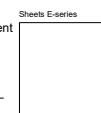
Civil Engineer
Geosyntec
1420 Kensington Road, Suite 101
Oak Brook, Illinois 60523
T 630.203.3360

License Number: _____



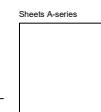
Environmental Consultant
Illinois Lakes Management
110 Le Baron Street
Waukegan, Illinois 60085
T 847 244 6662

License Number: _____



Electrical Engineer
Nova Engineering, PC
2338 South Cline Avenue
Schererville, Indiana 46375
(219) 266-2050

License Number: _____



General Note:

1. Baseline information obtained from plans prepared by Manhard received January 20, 2021, April 7th 2021, and April 30, 2021.
2. Verify site conditions and information on drawings. Promptly report any concealed conditions, mistakes, discrepancies or deviations from the information shown in the Contract Documents. The Owner is not responsible for unauthorized changes or extra work required to correct unreported discrepancies.
3. Secure and pay for permits, fees and inspections necessary for the proper execution of this work. Comply with codes applicable to this work.
4. Refer to specifications for additional conditions, standards and requirements.

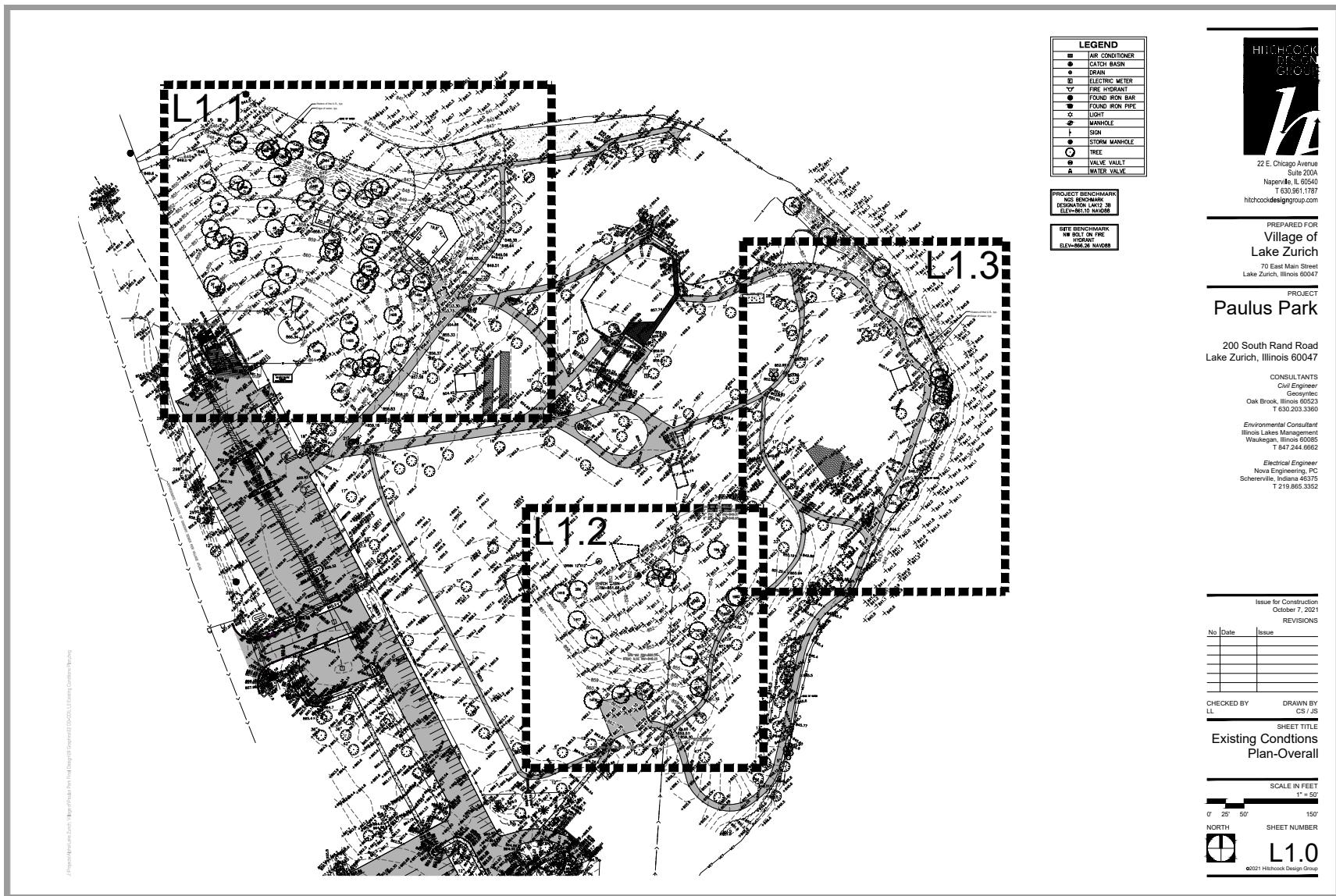
Sheet Index

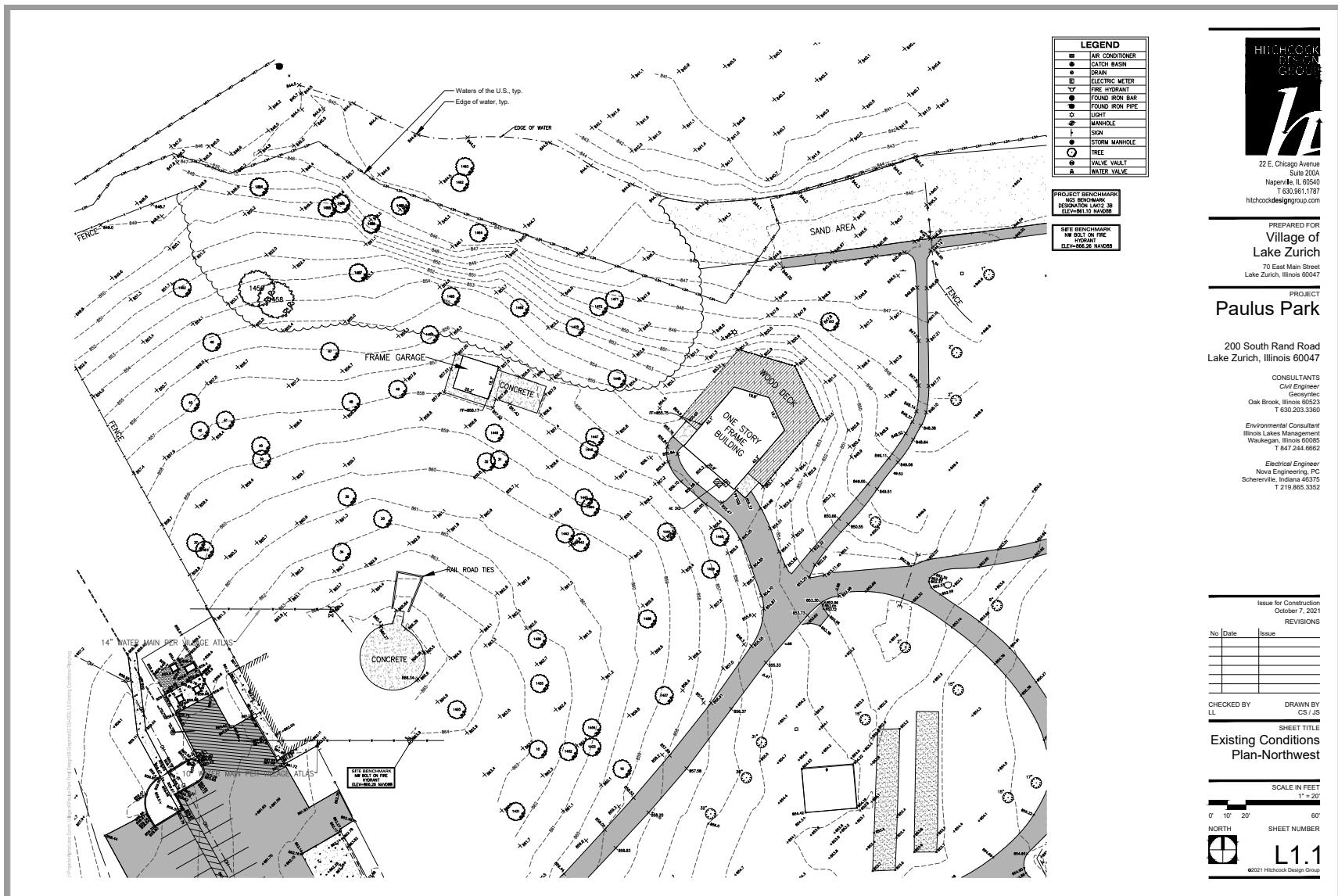
- L1.0-L1.3 Existing Conditions Plan
- L2.0-L2.3 Site Preparation and Removals Plan
- L3.0-L3.3 Layout and Materials Plan
- L4.0-L4.3 Planting Plan
- L5.0-L5.2 Details

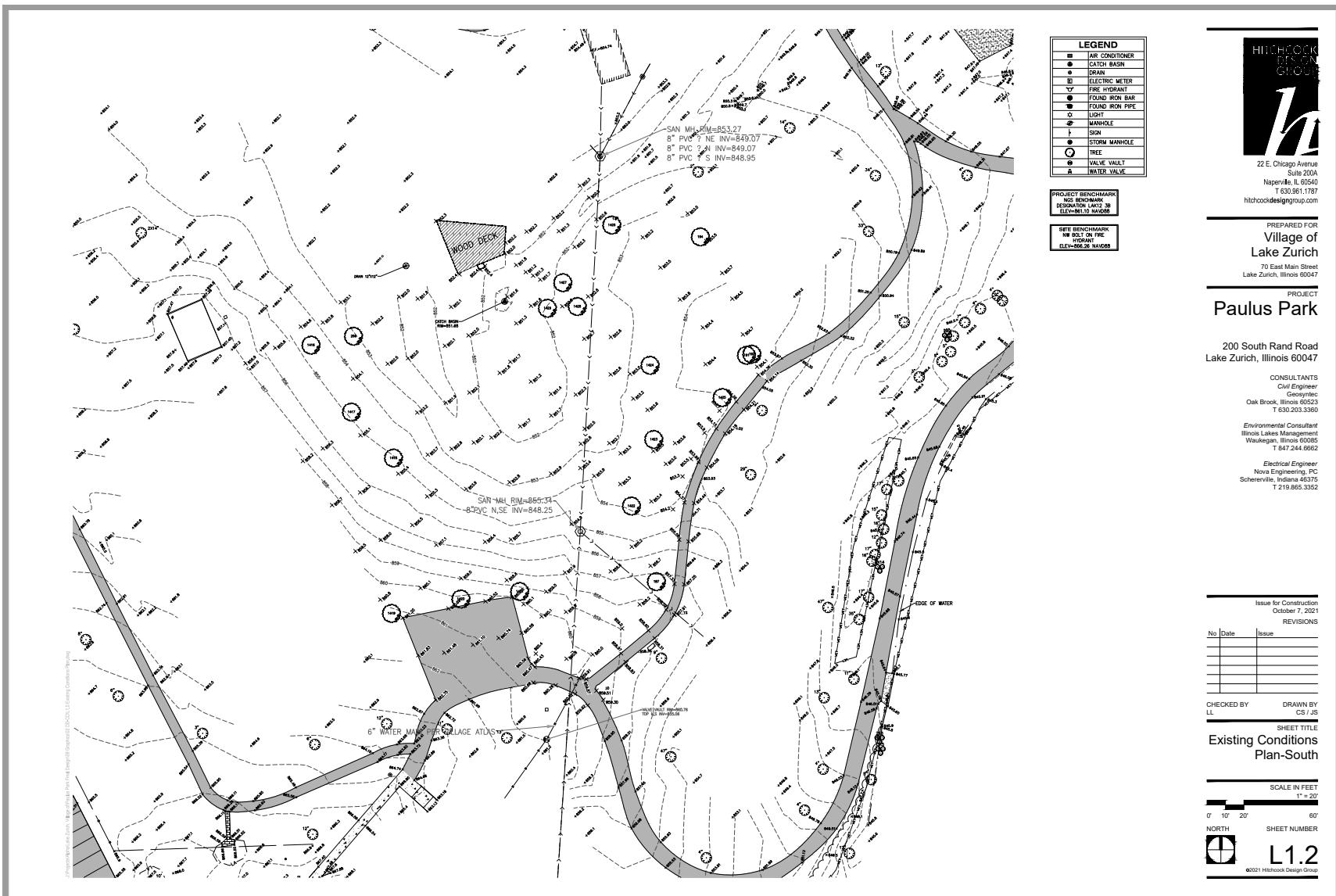
- C1.0-C1.4 Grading Plan
- C2.0 Details
- C2.1 Notes

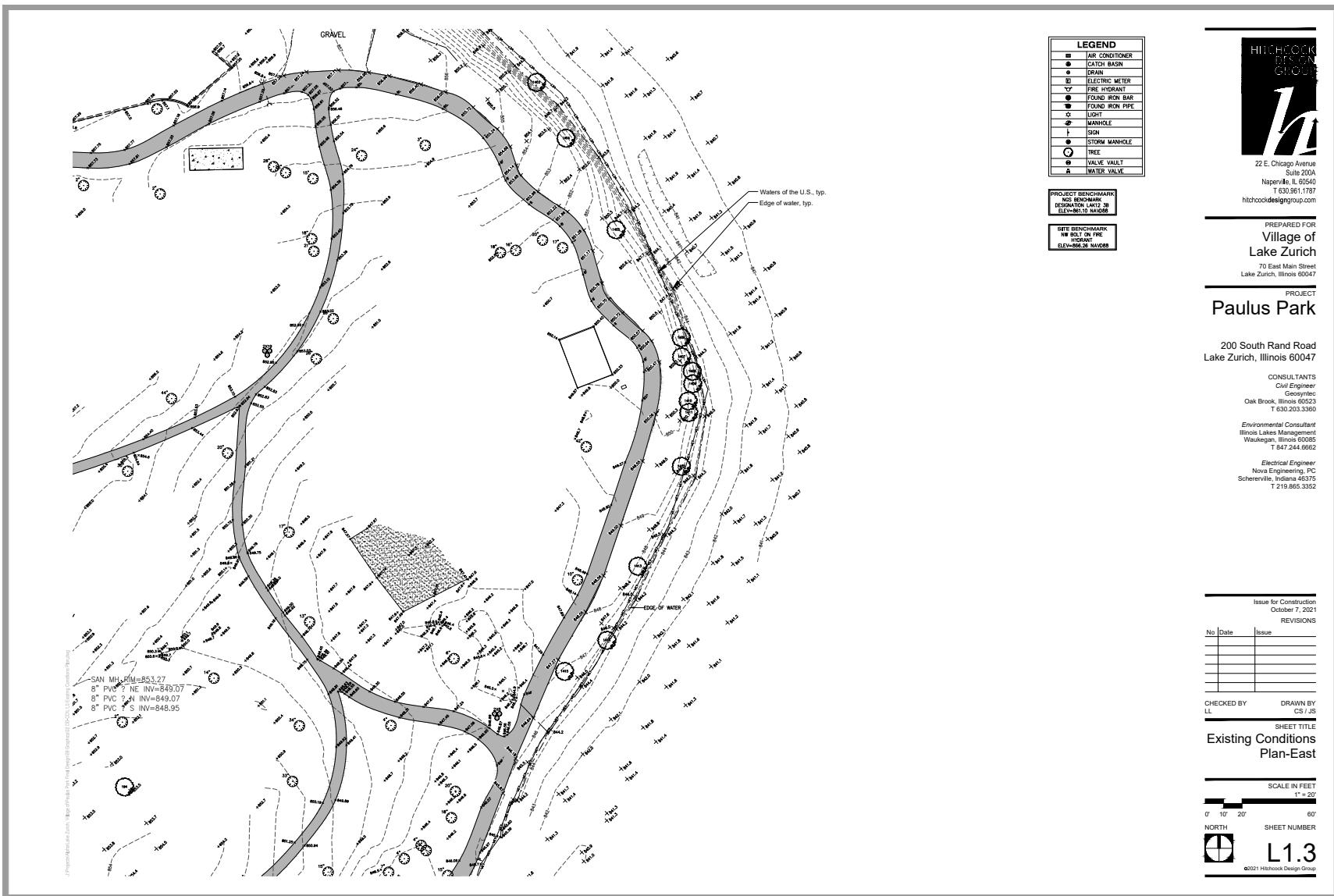
- E1.0-E2.0 Electrical Partial Site Plan
- E3.0 Electrical Details
- E4.0 Electrical Schedules

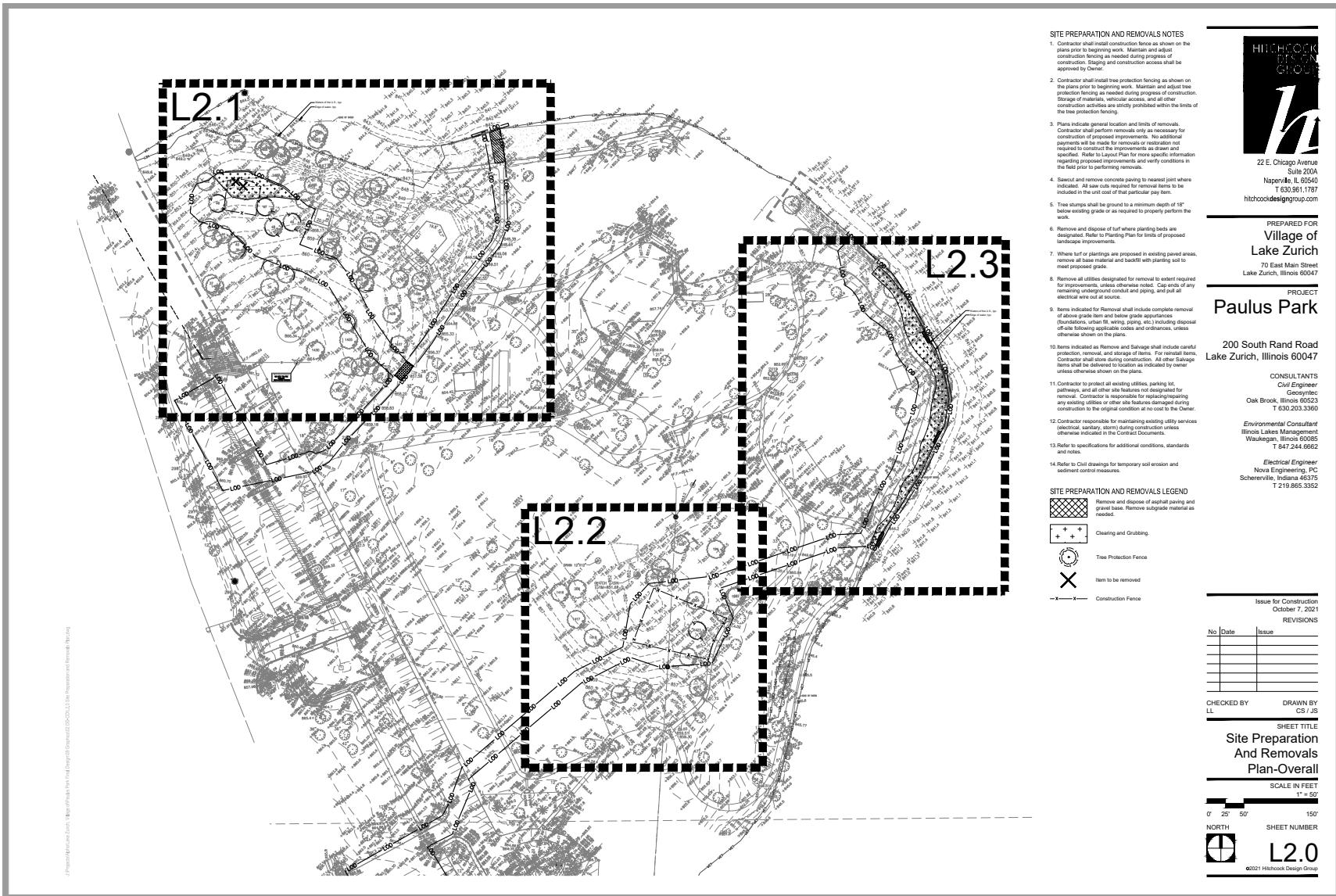


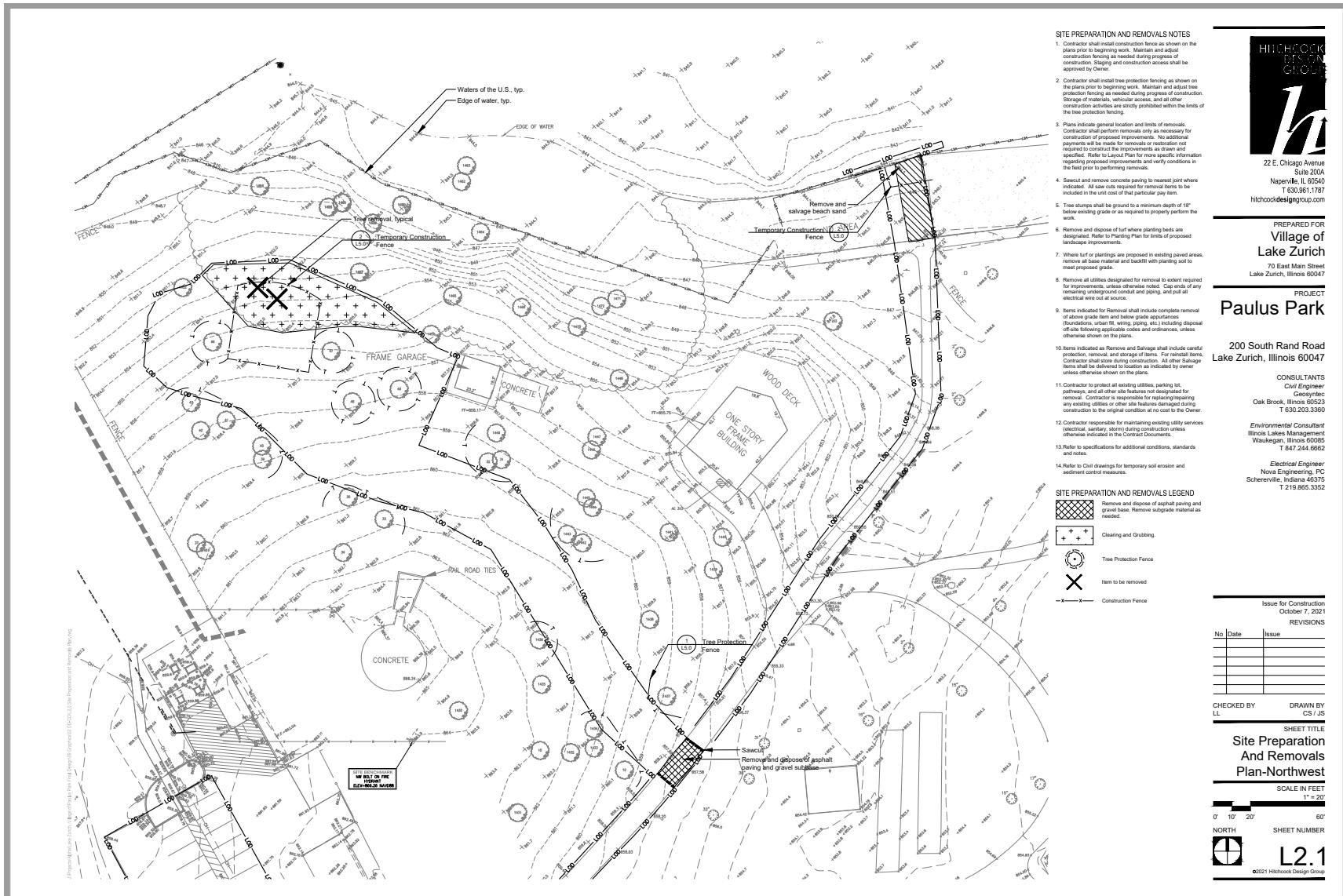


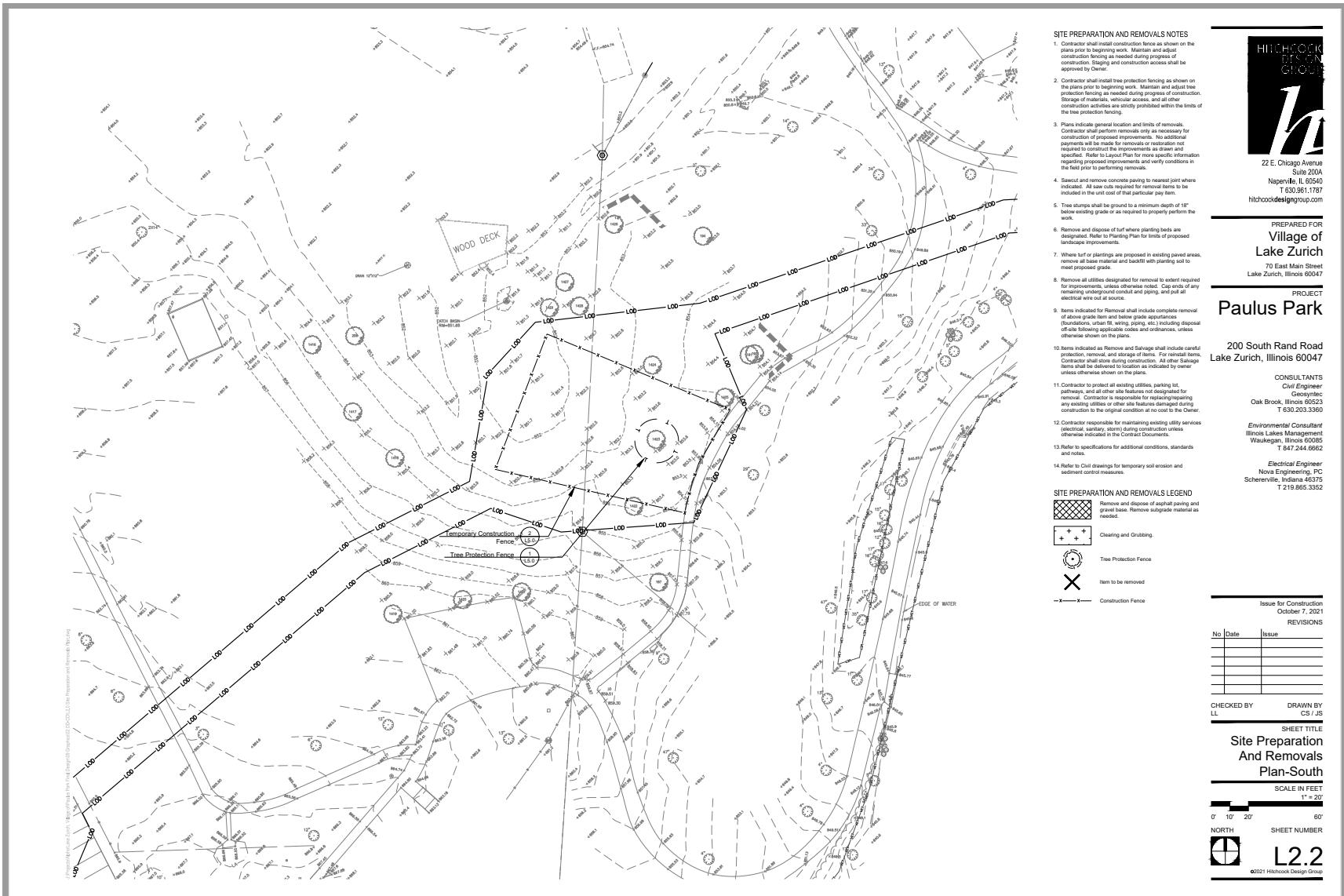


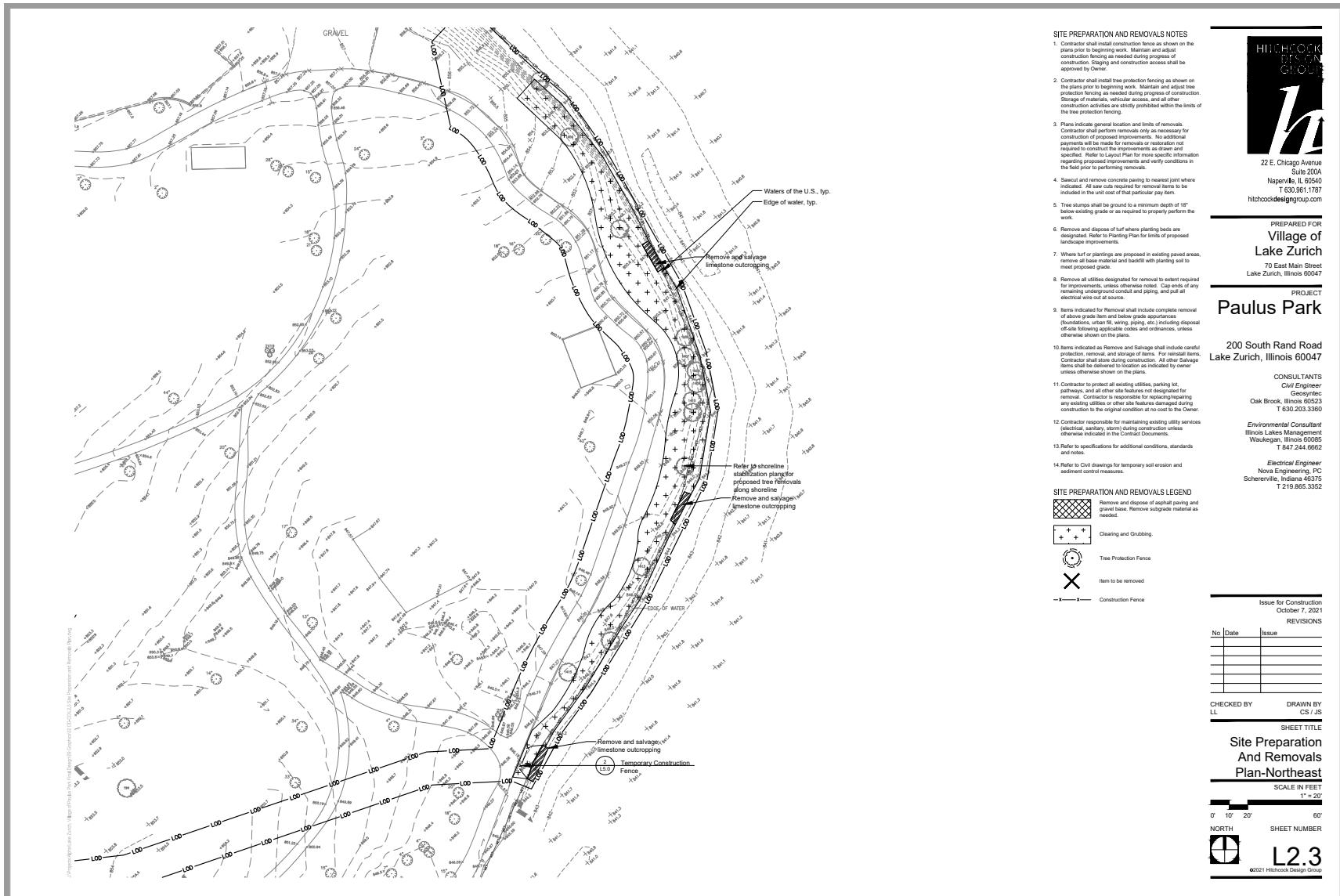


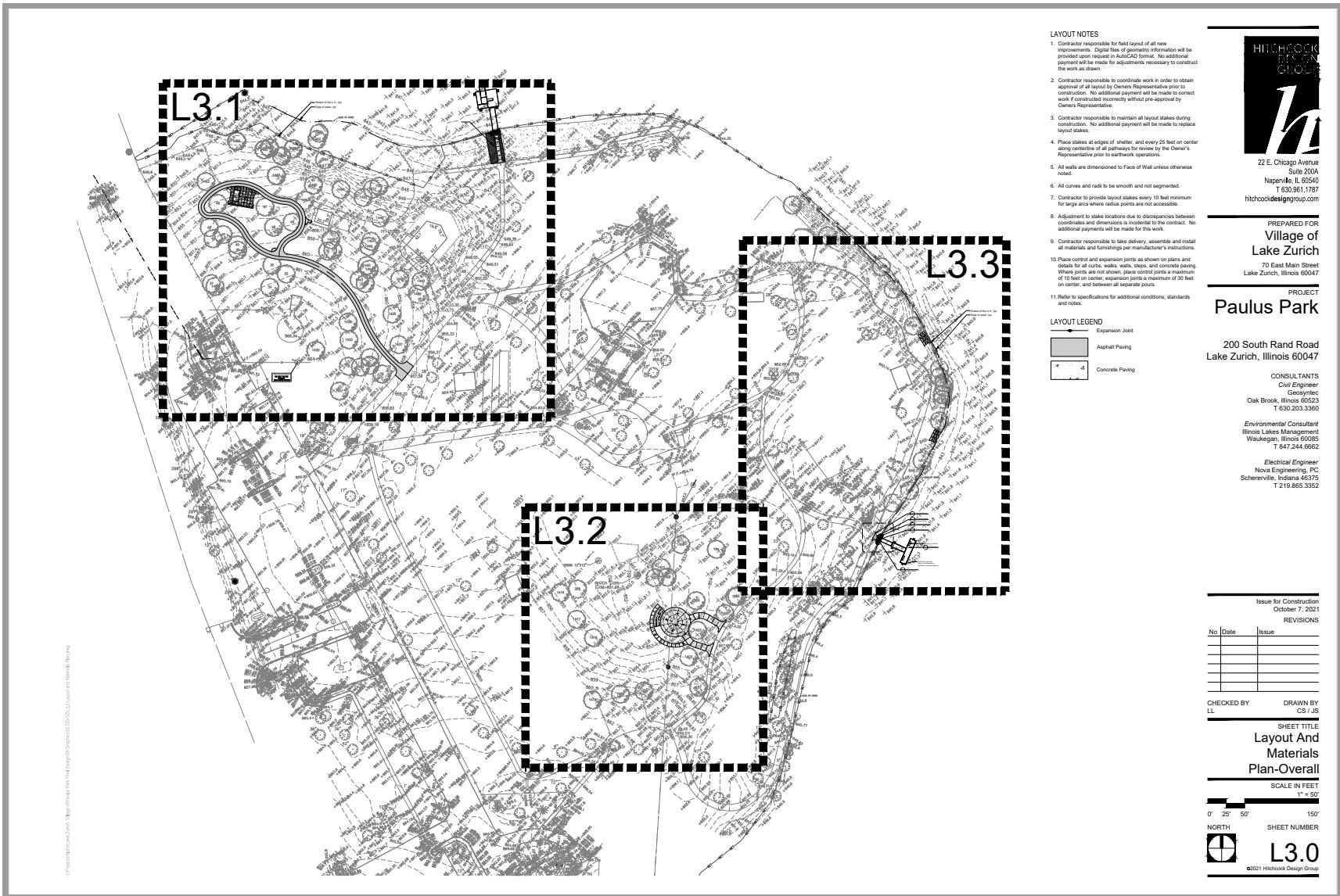


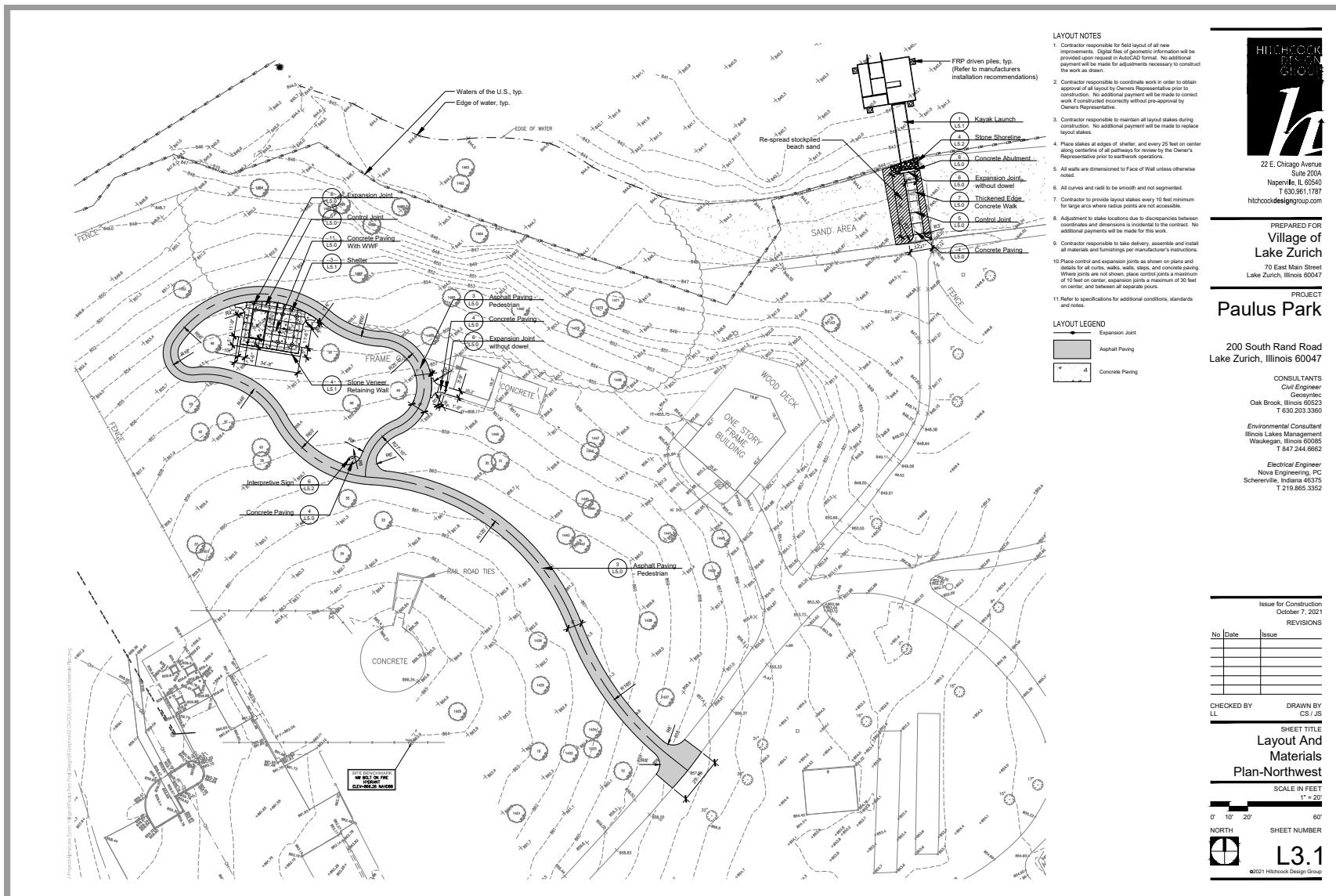


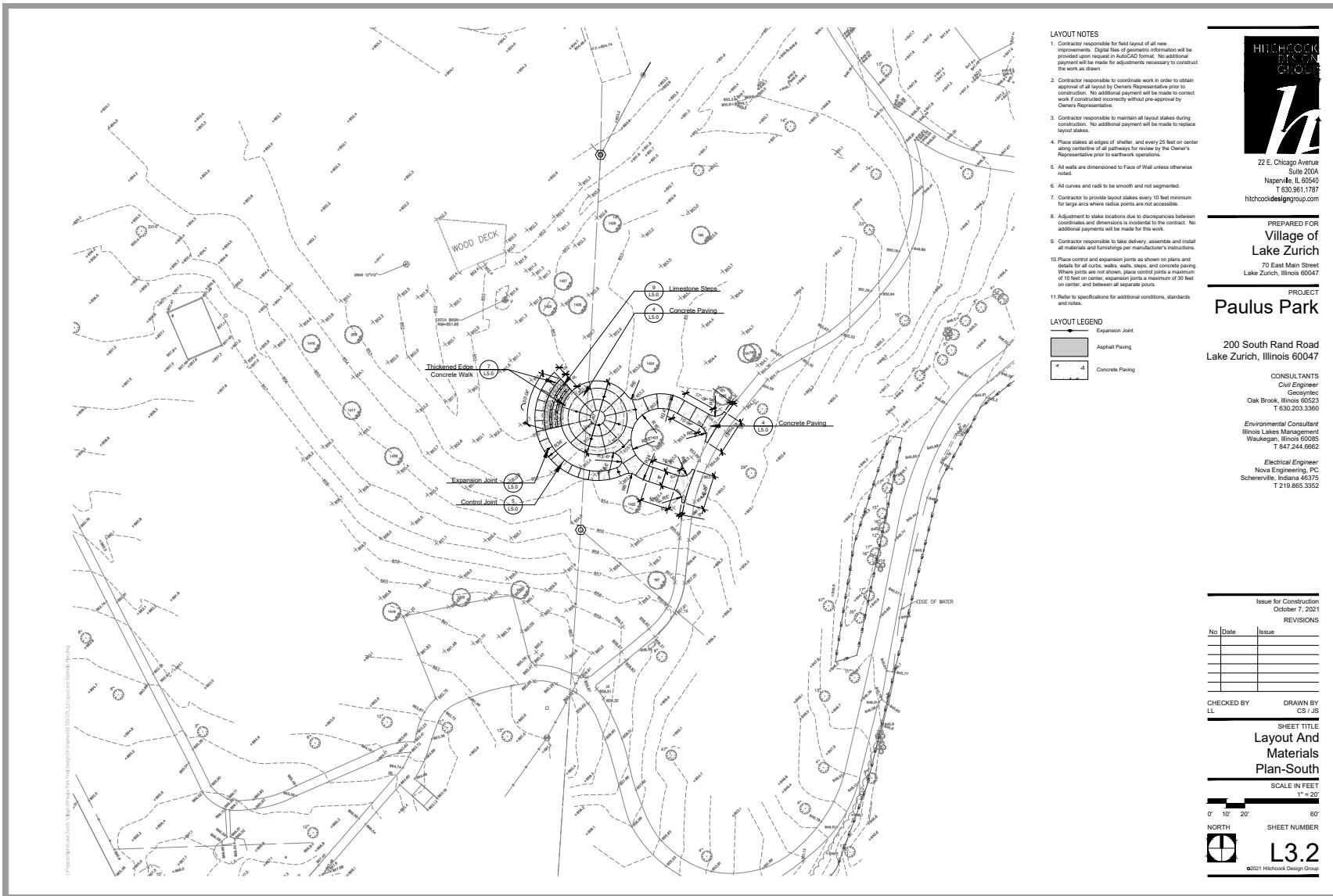


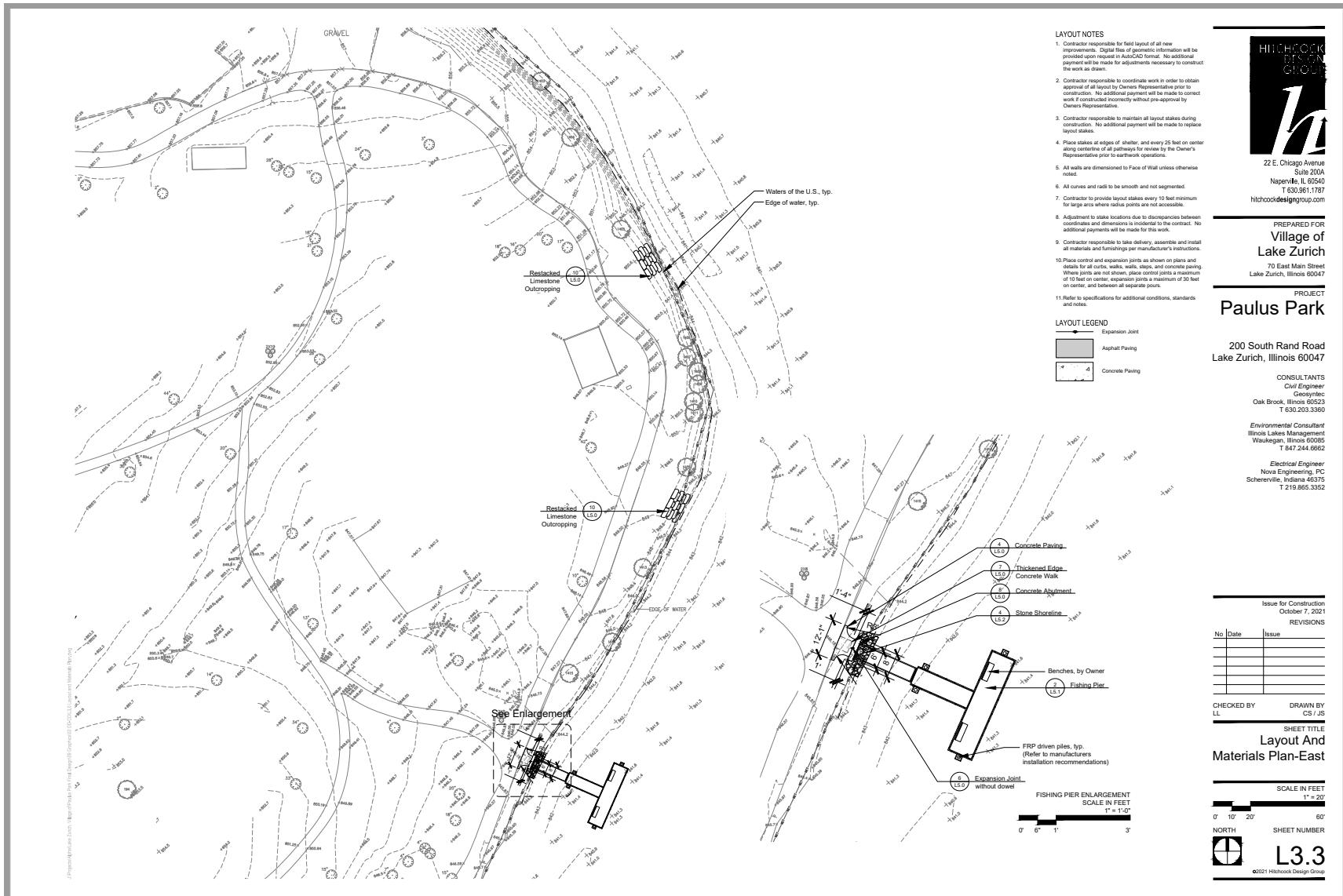


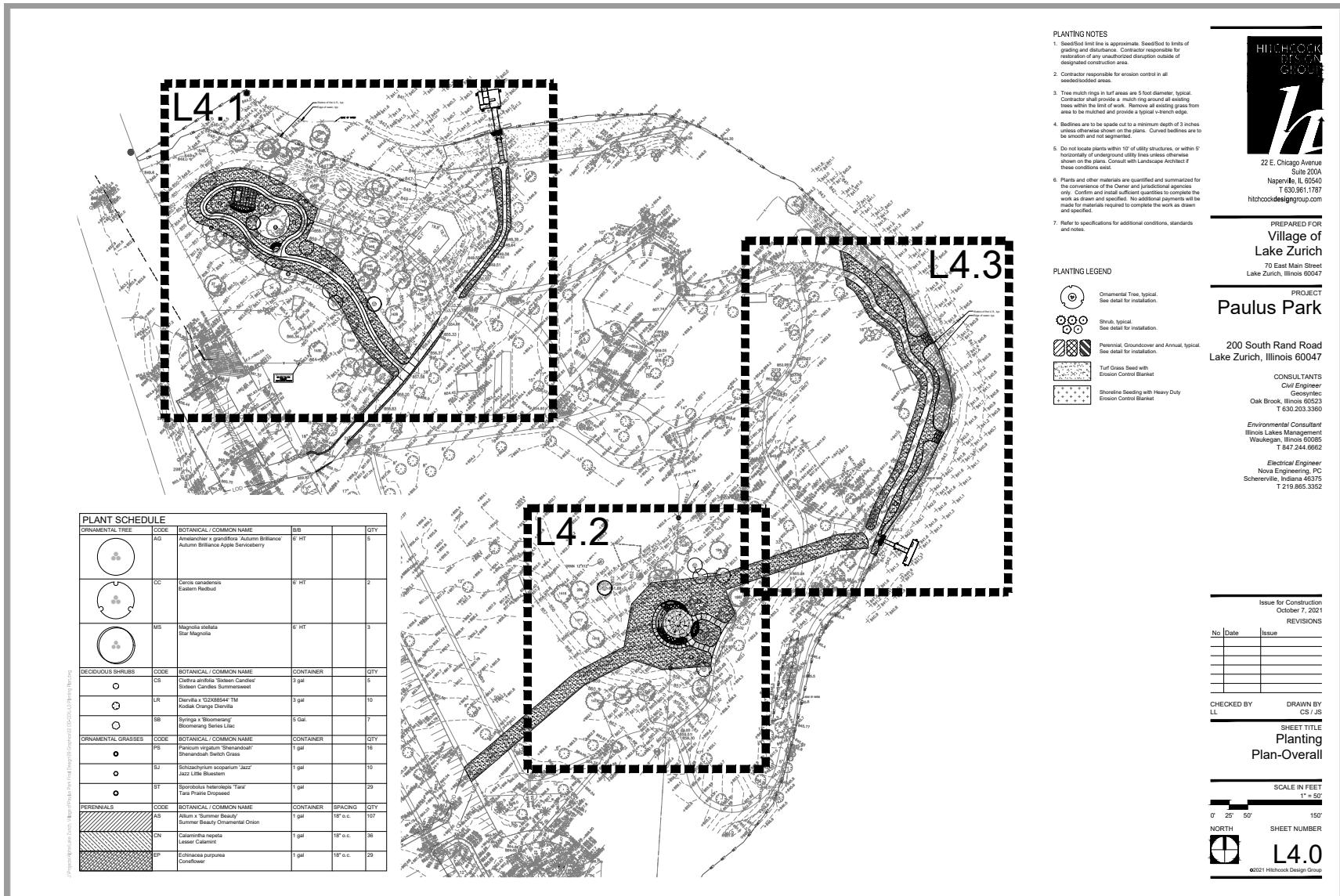


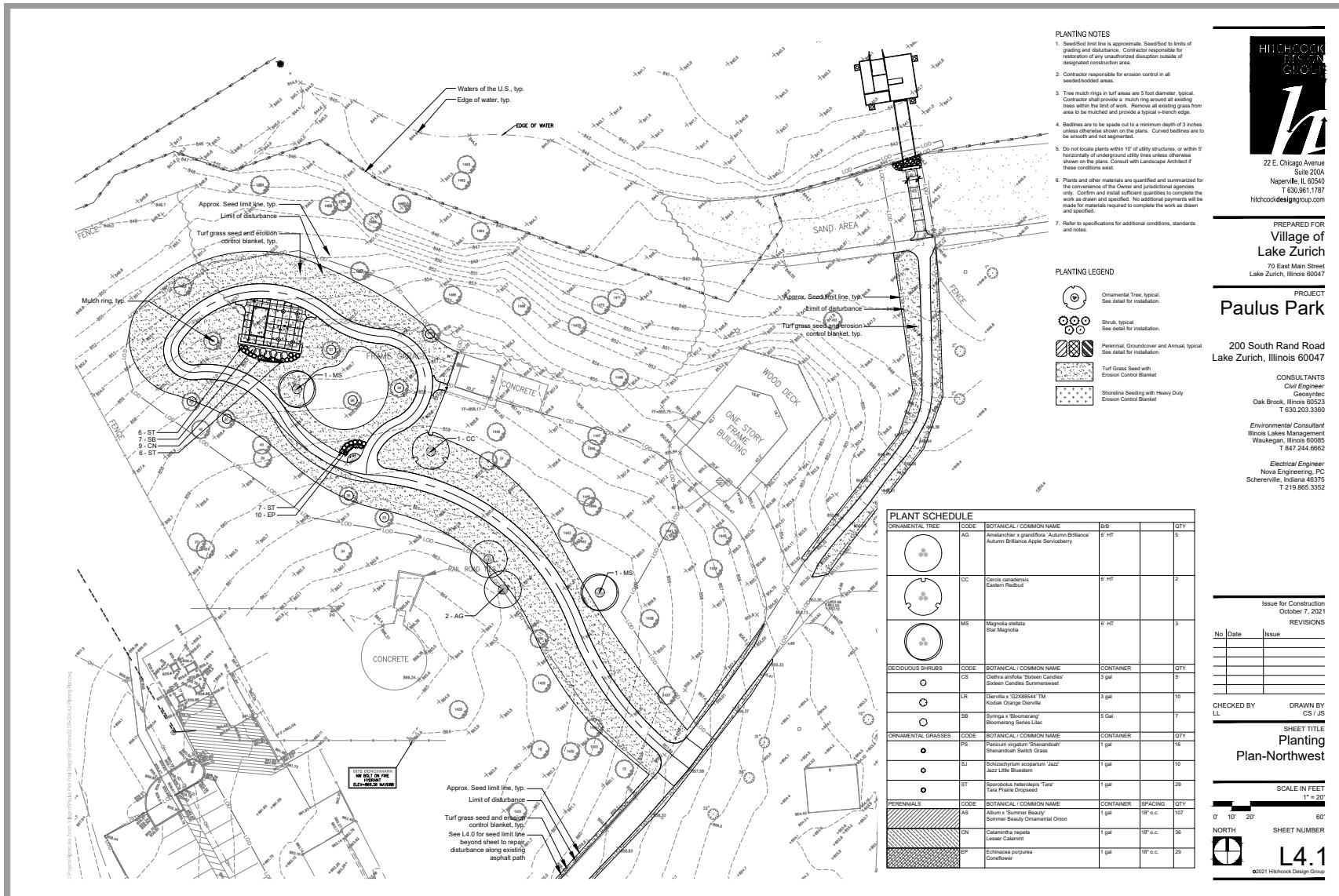


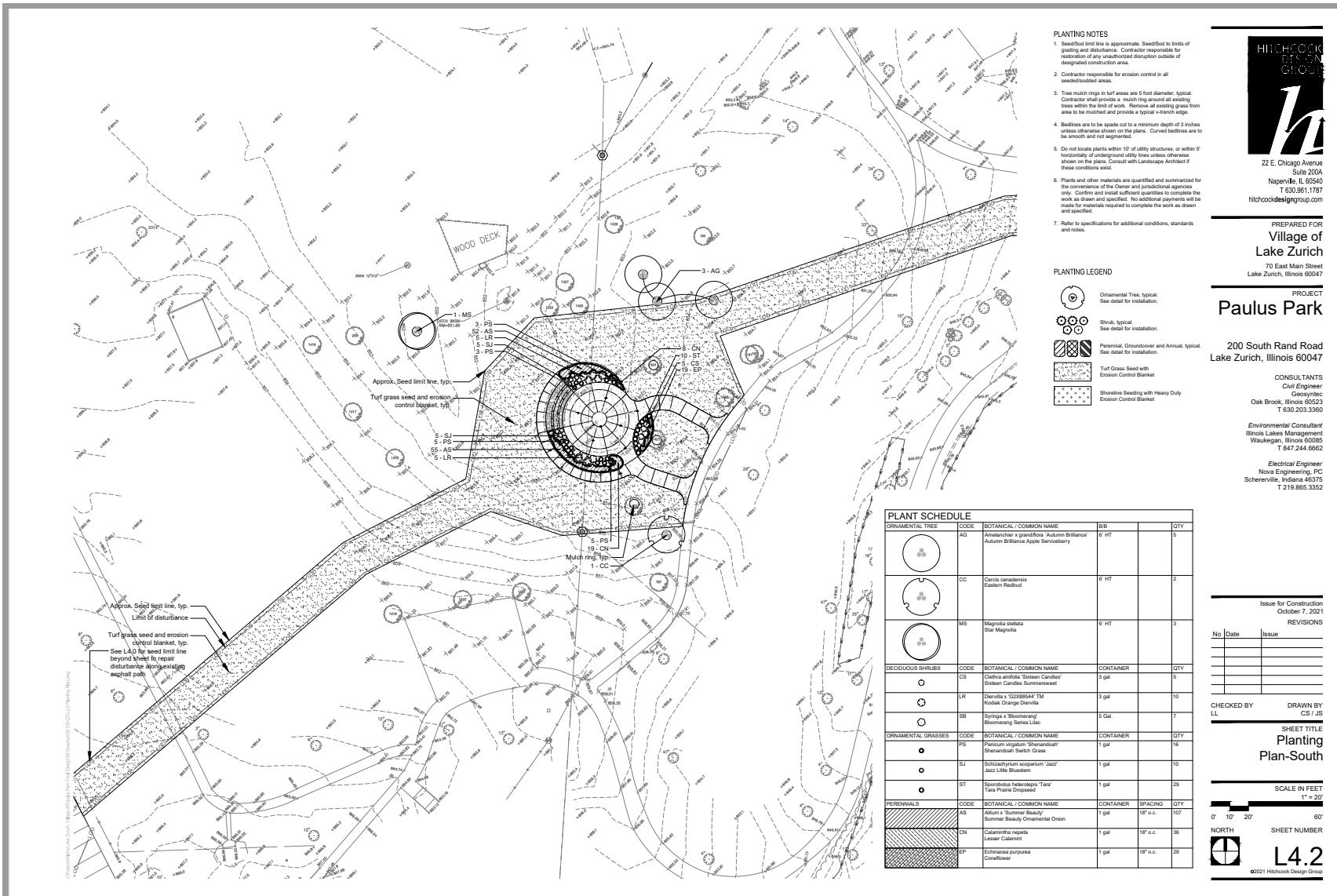


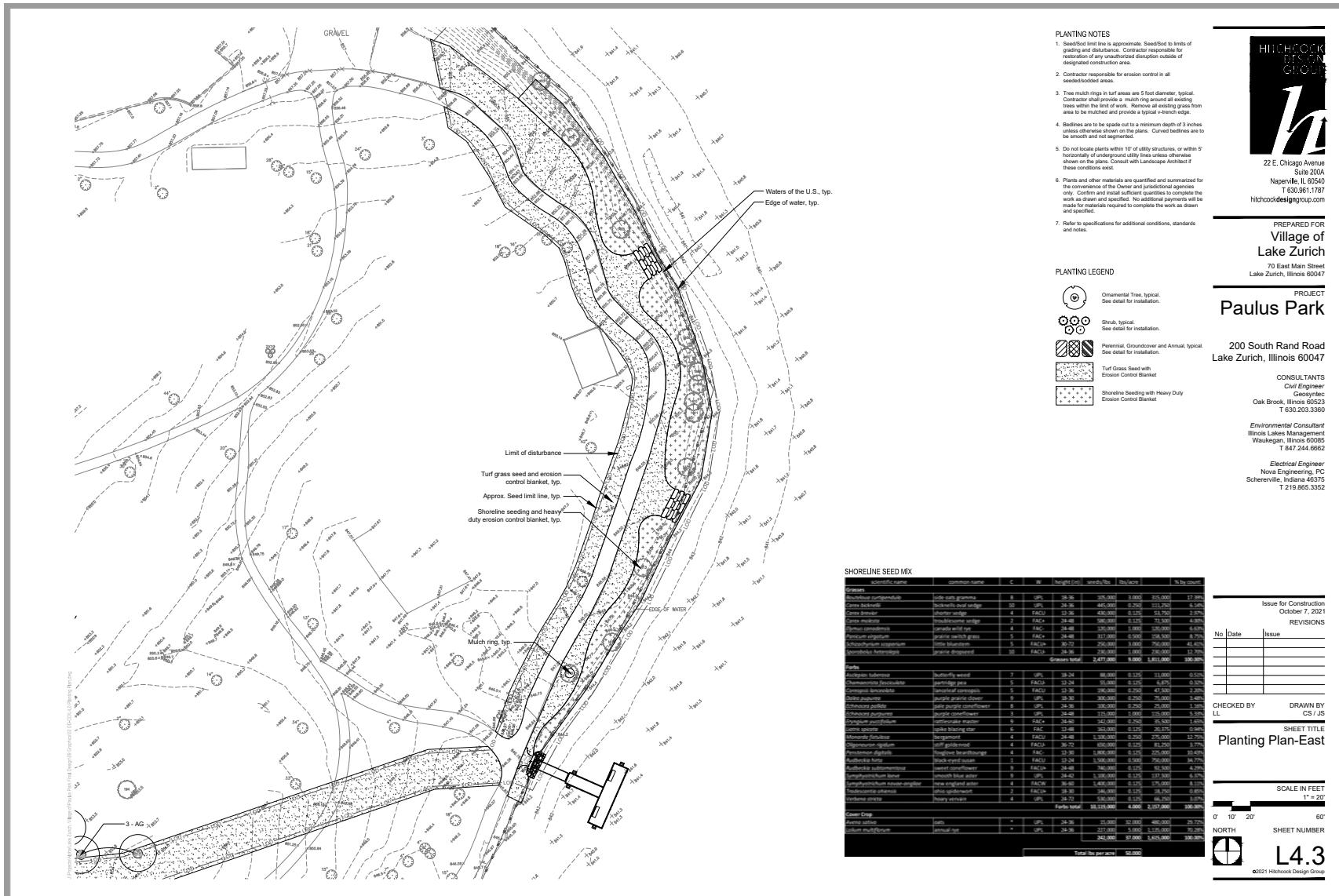


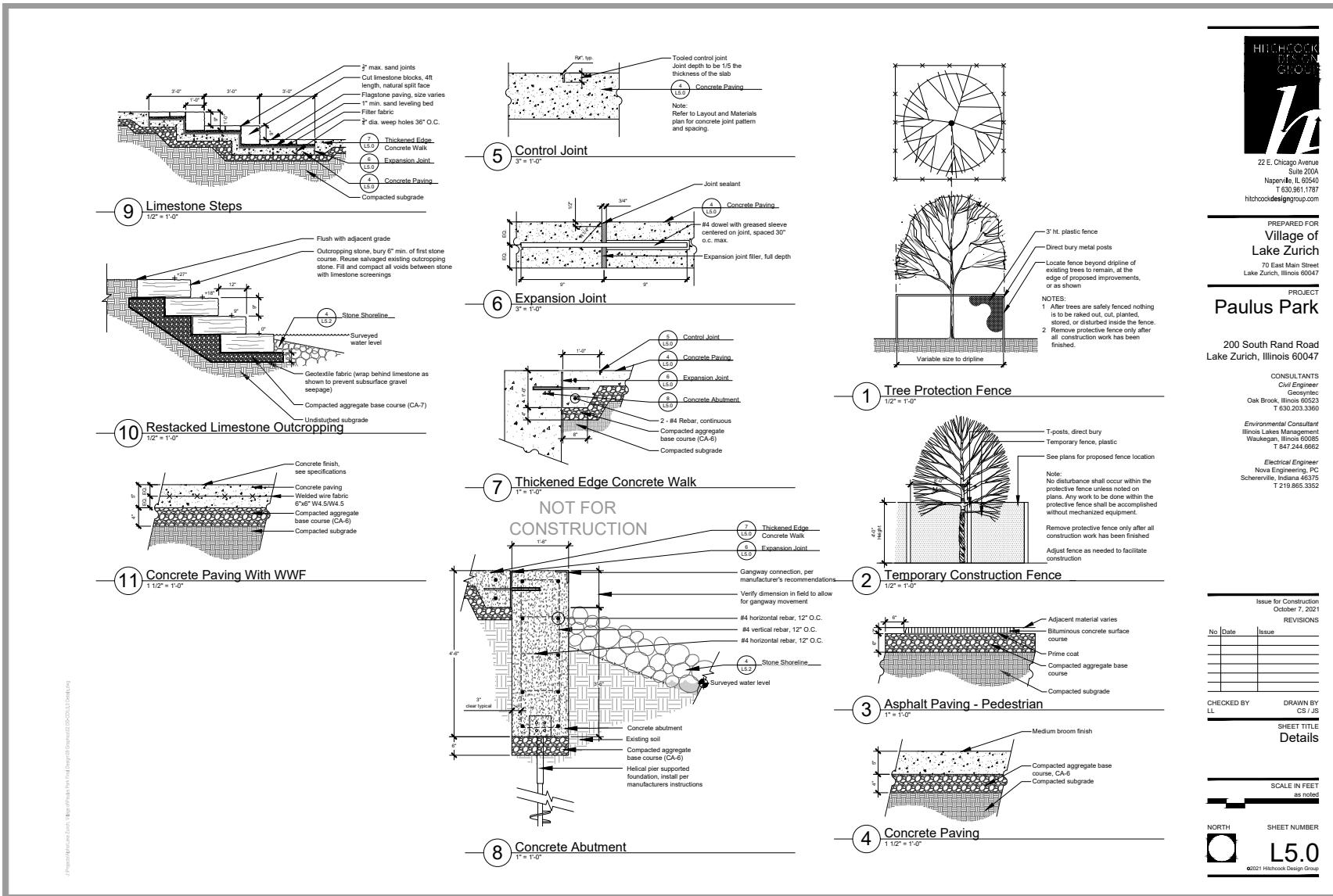


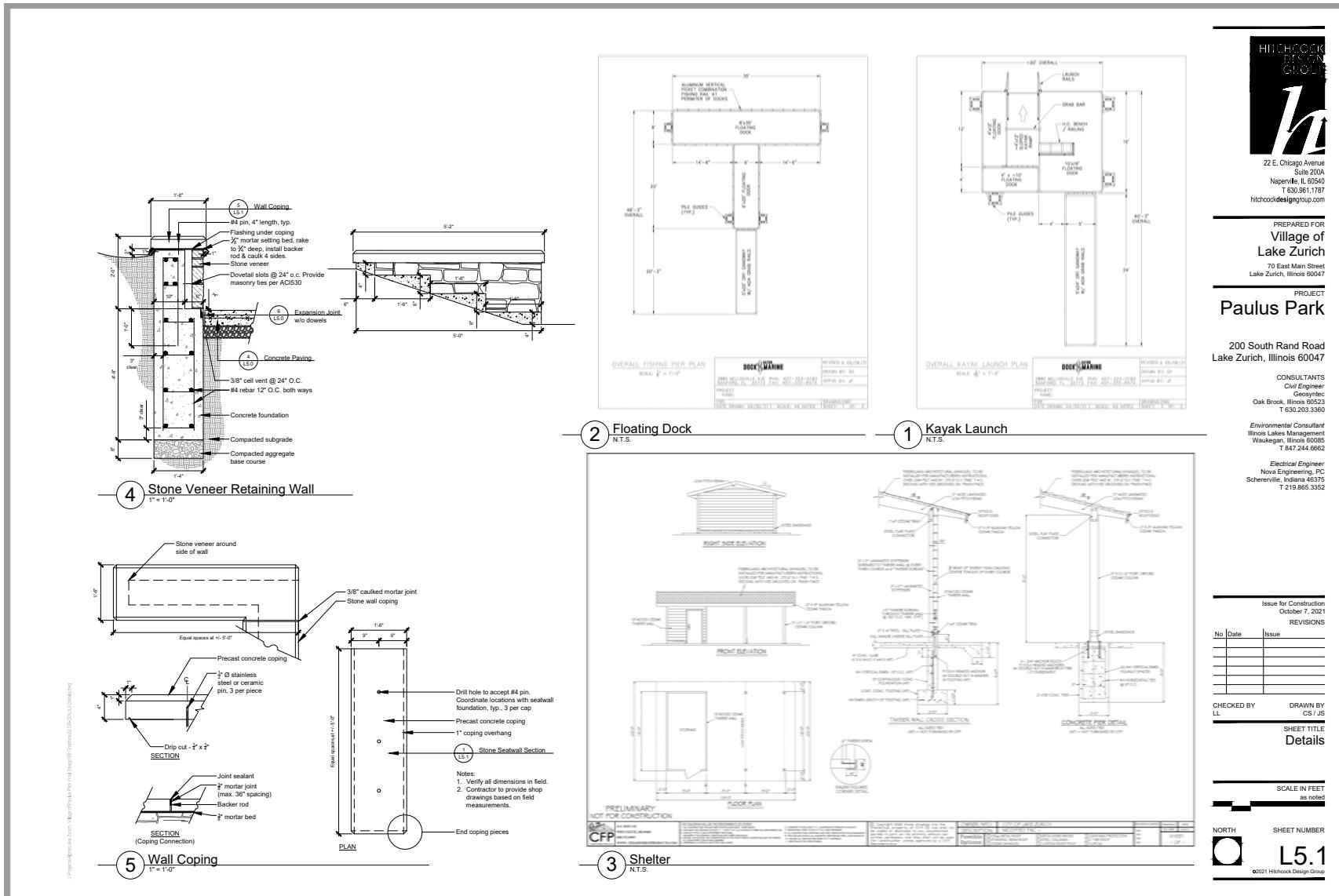


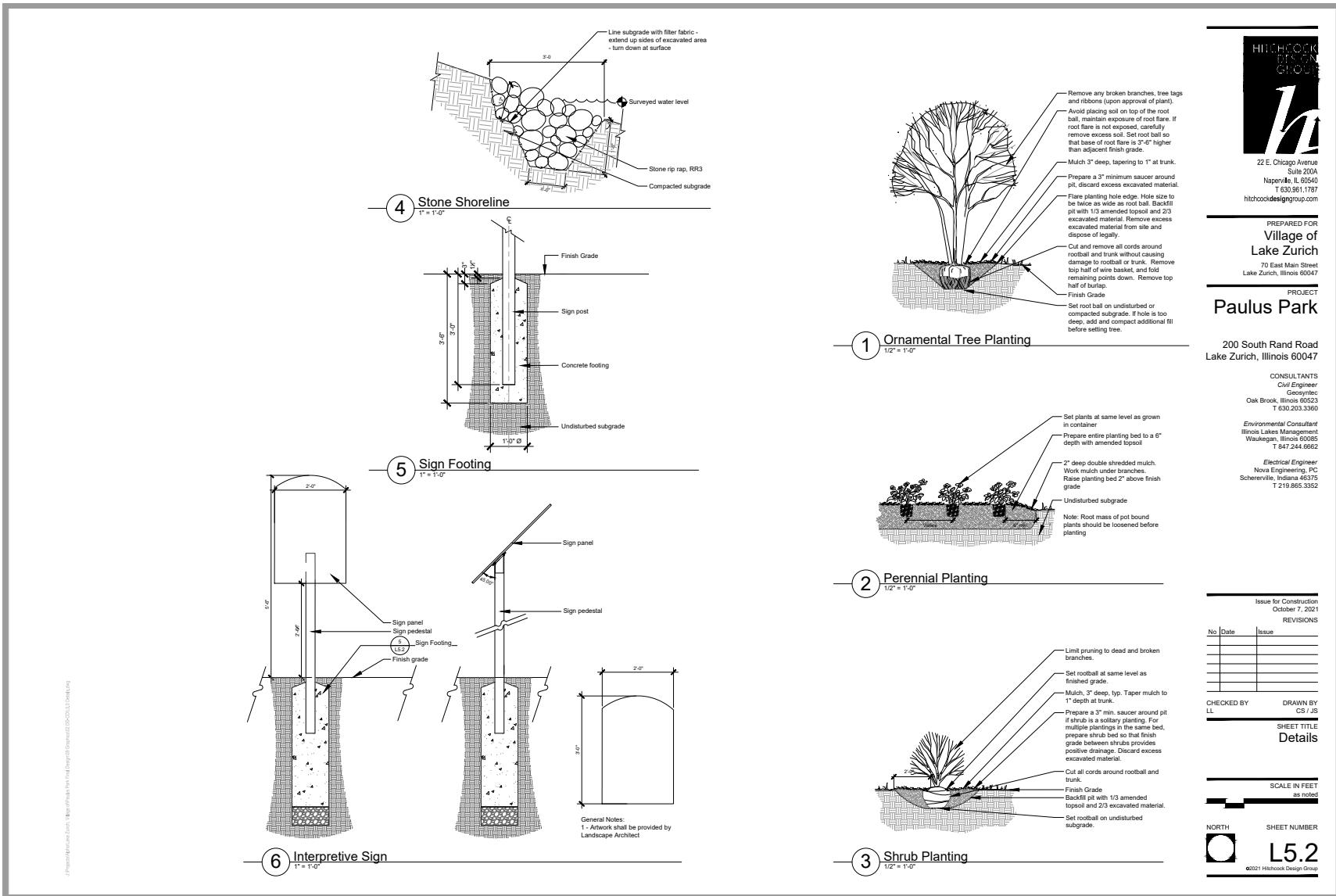


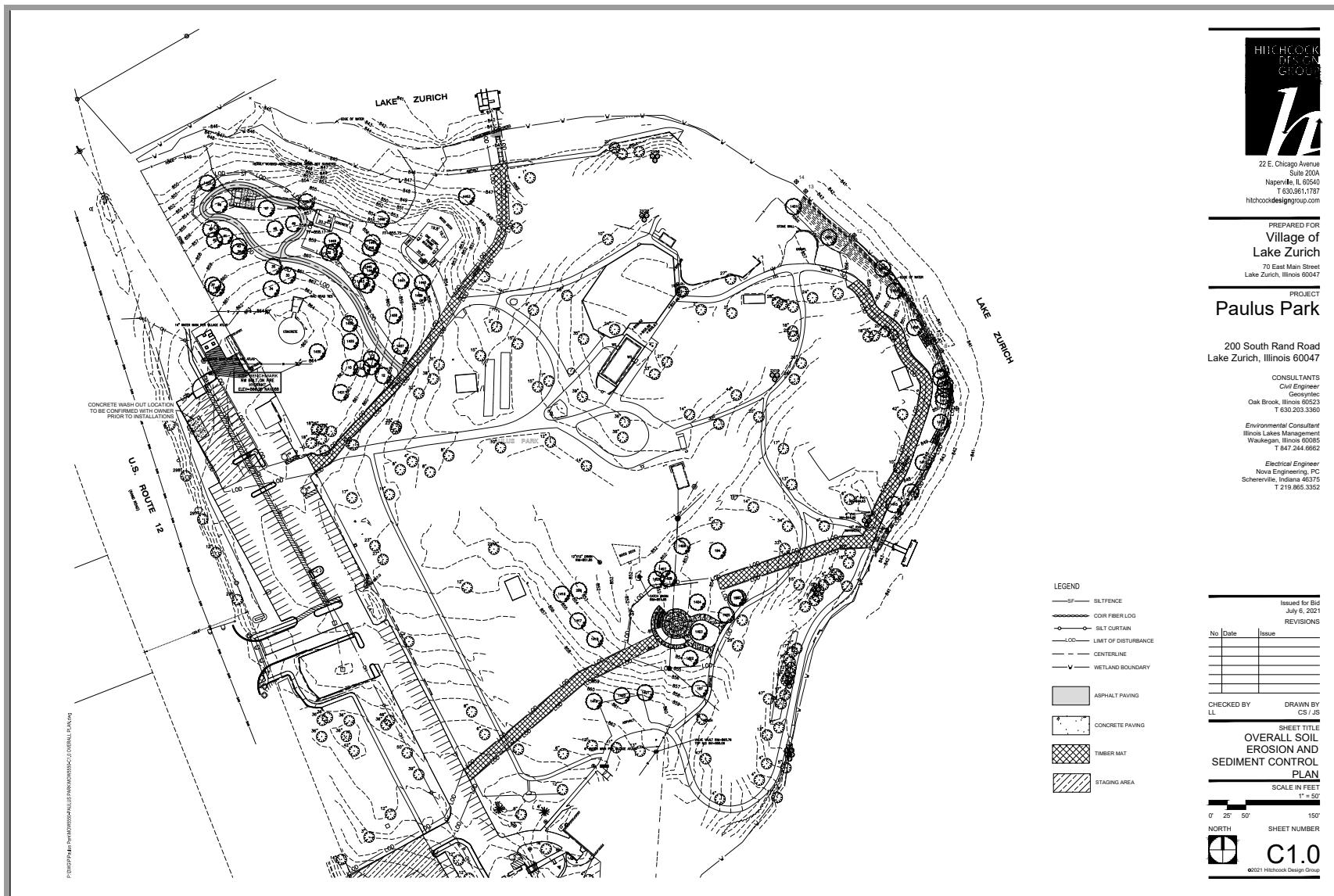


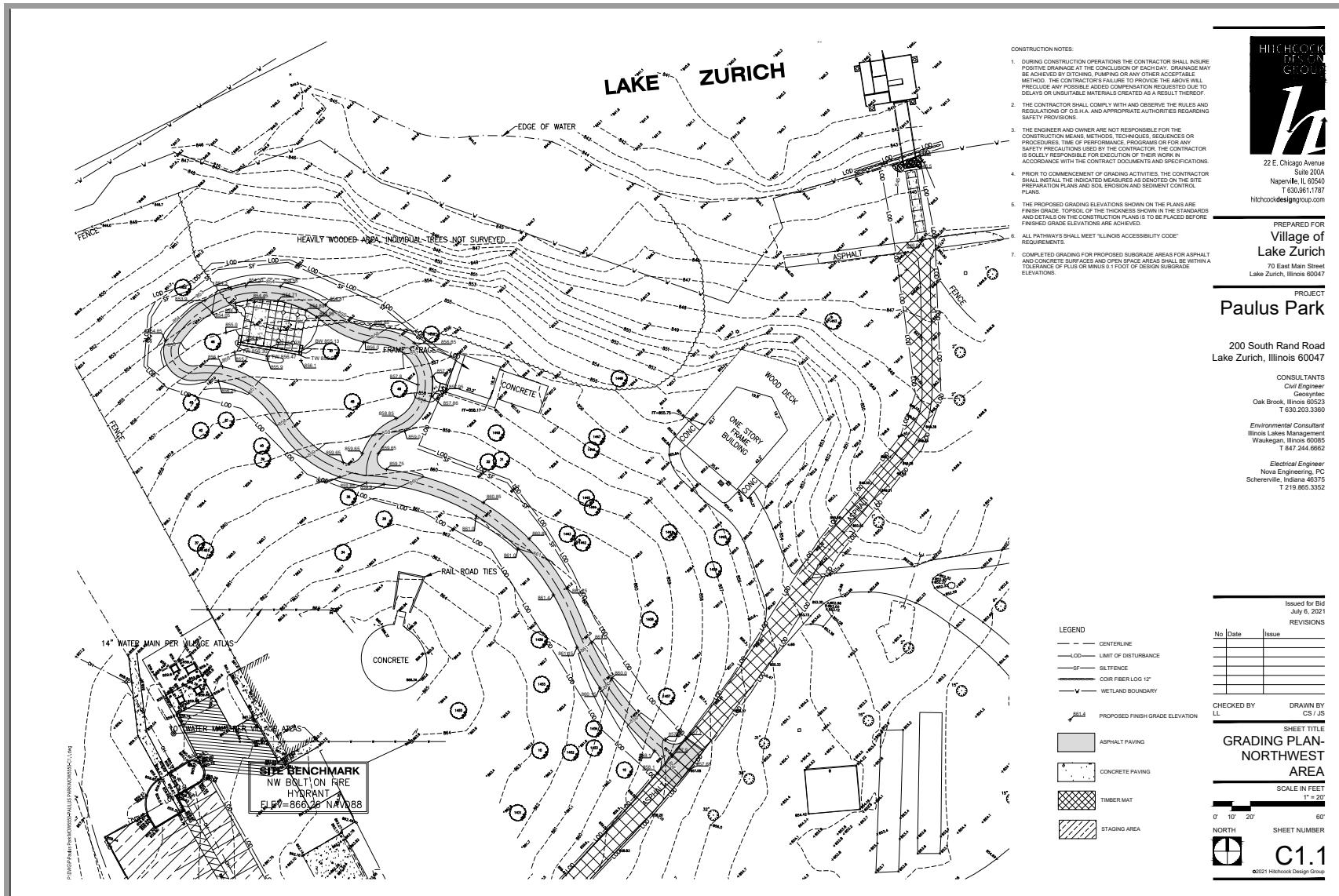


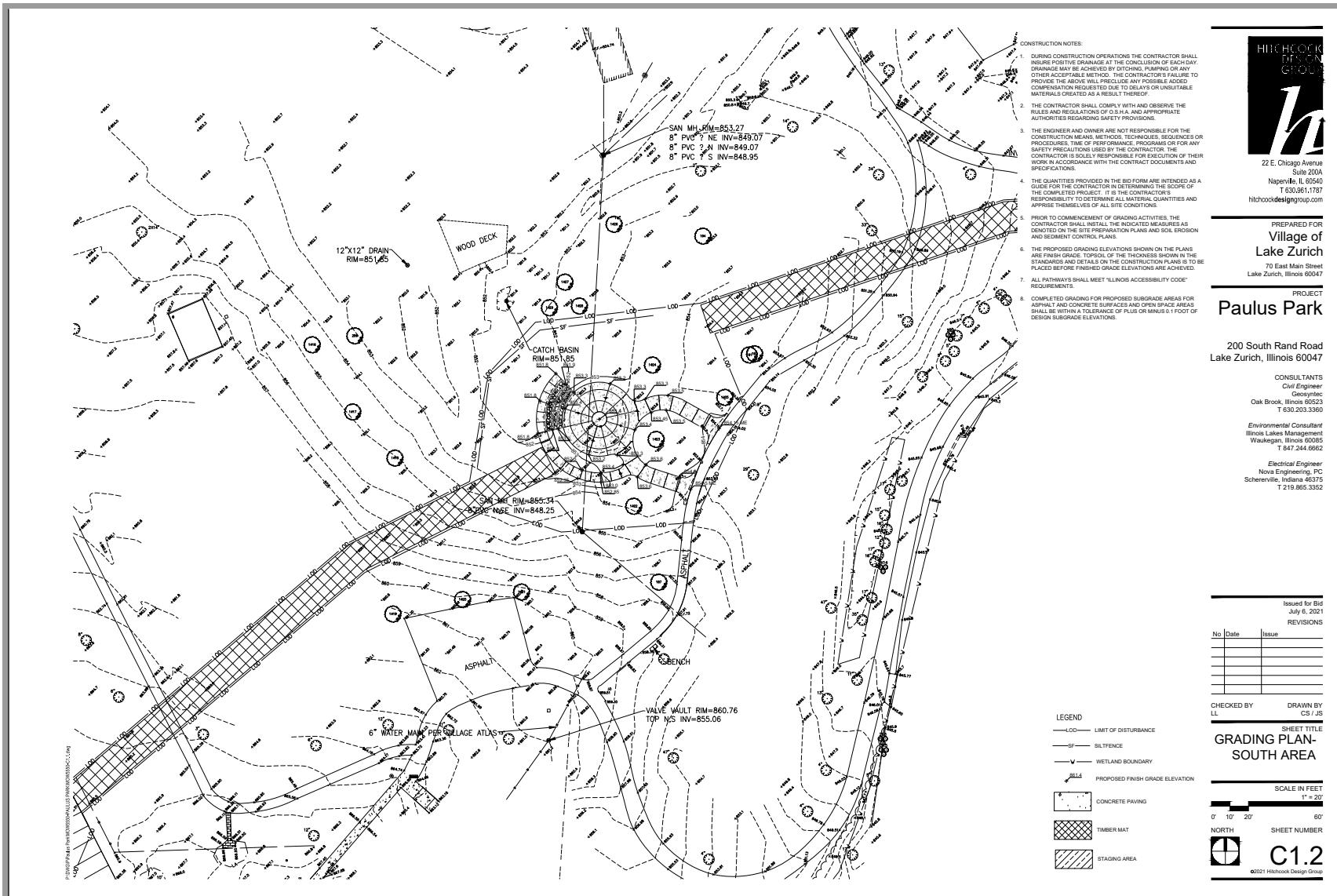


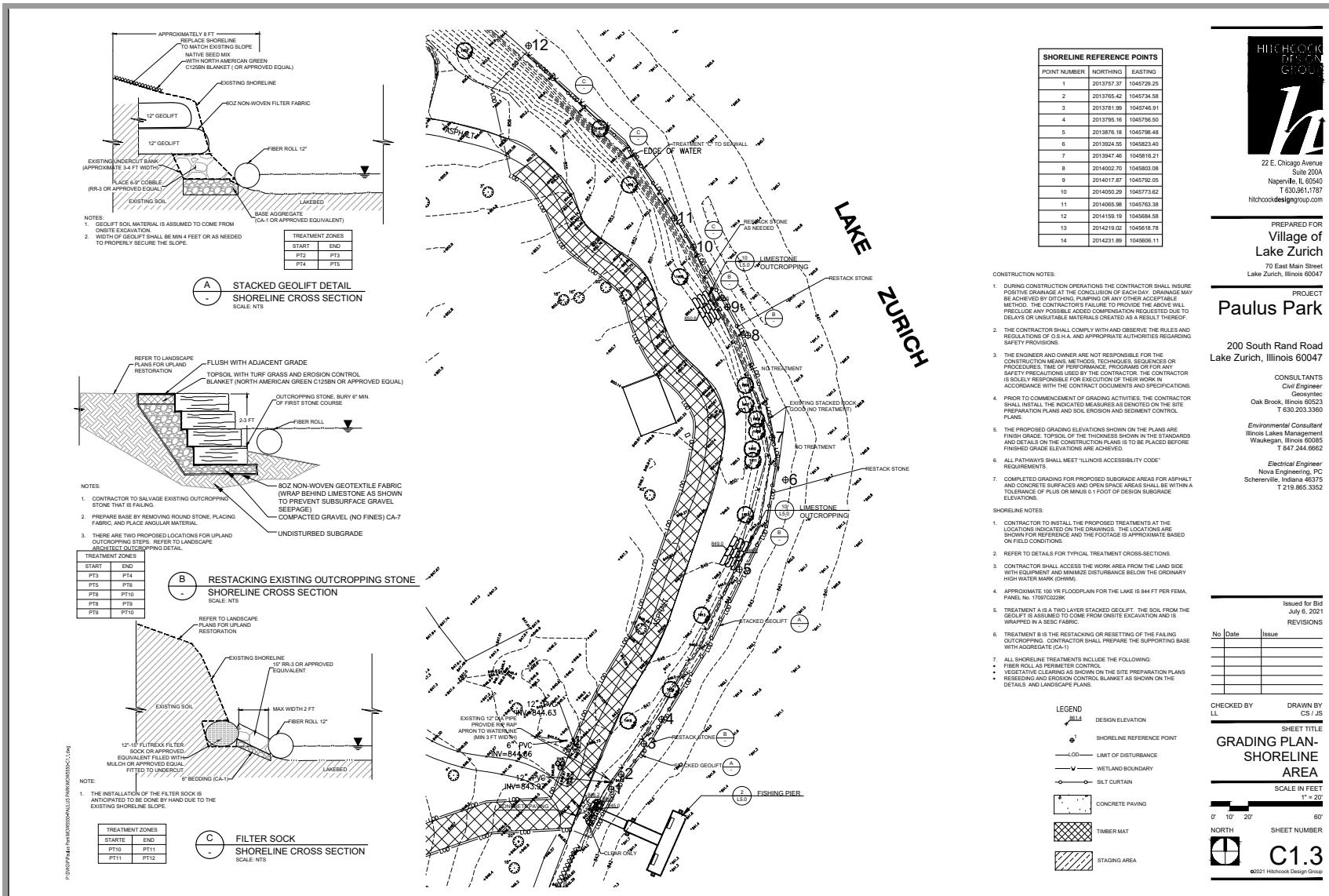


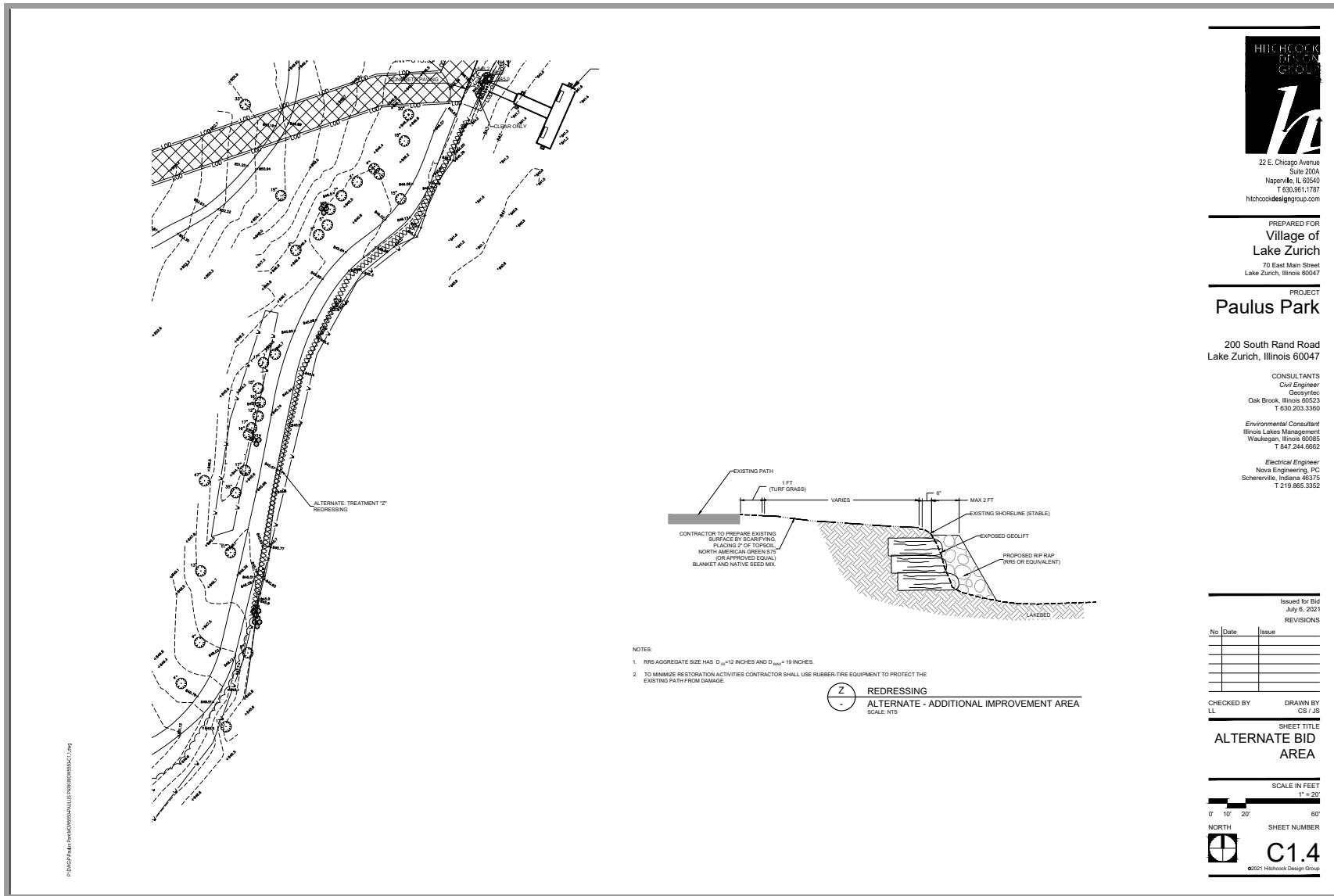


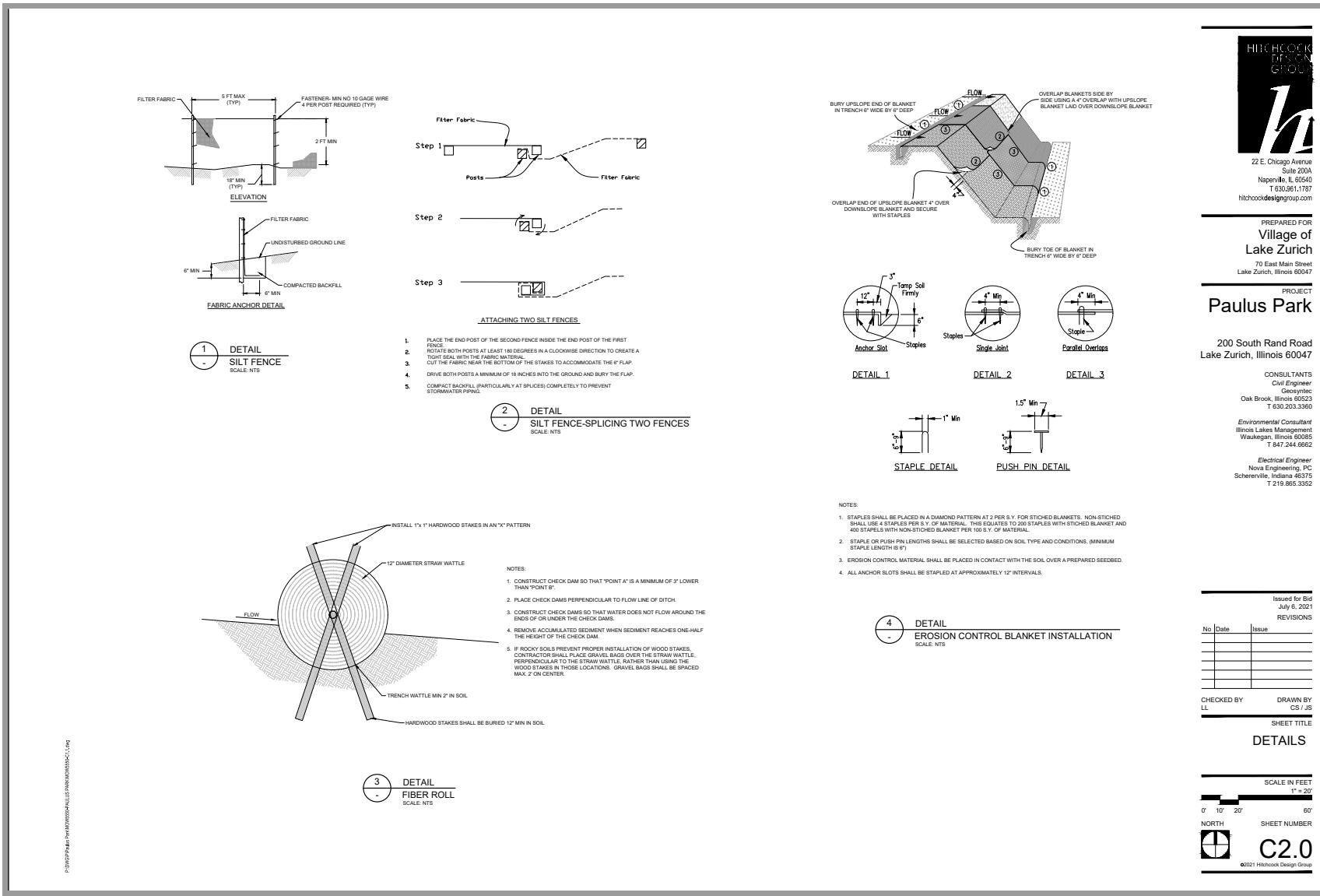


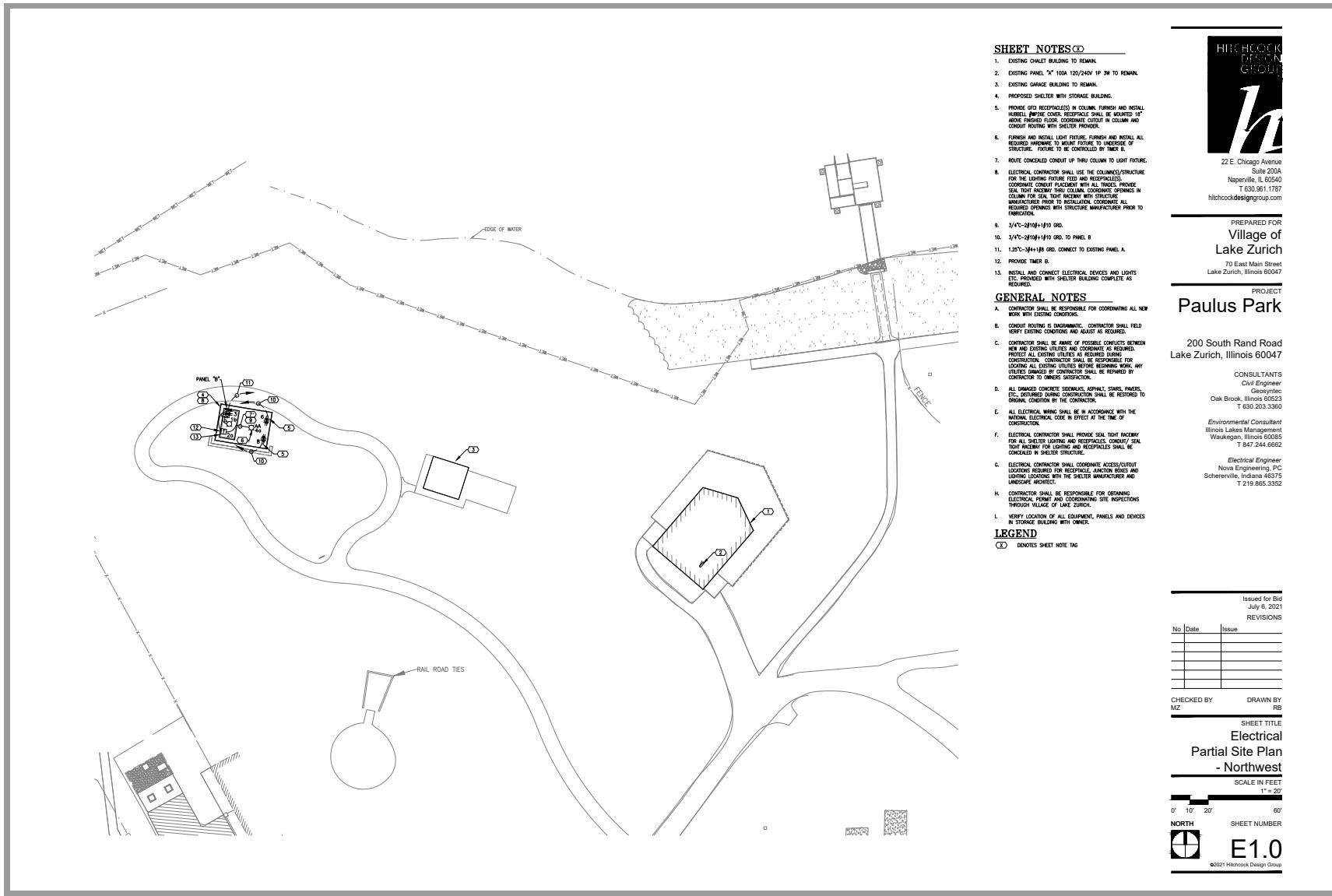


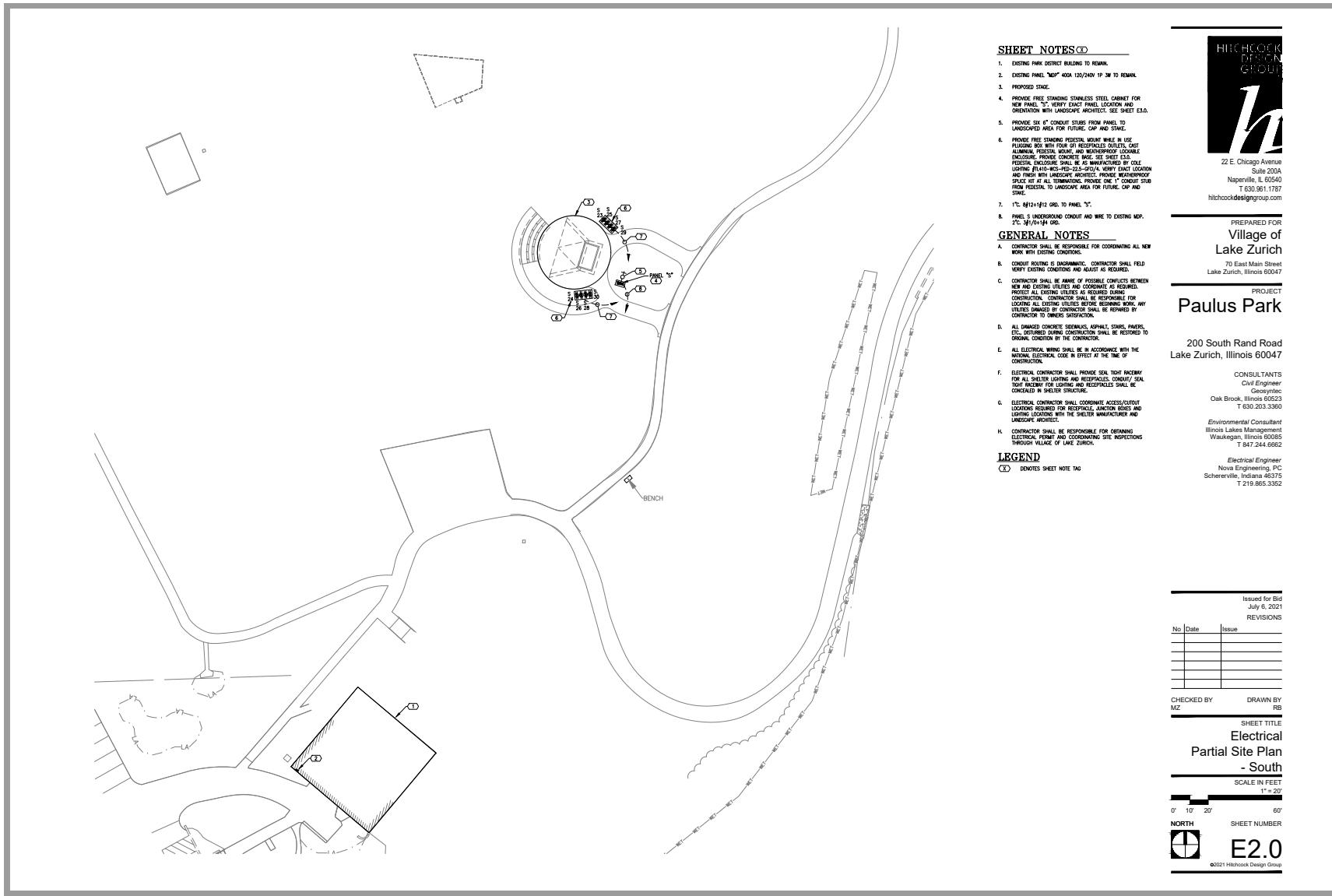


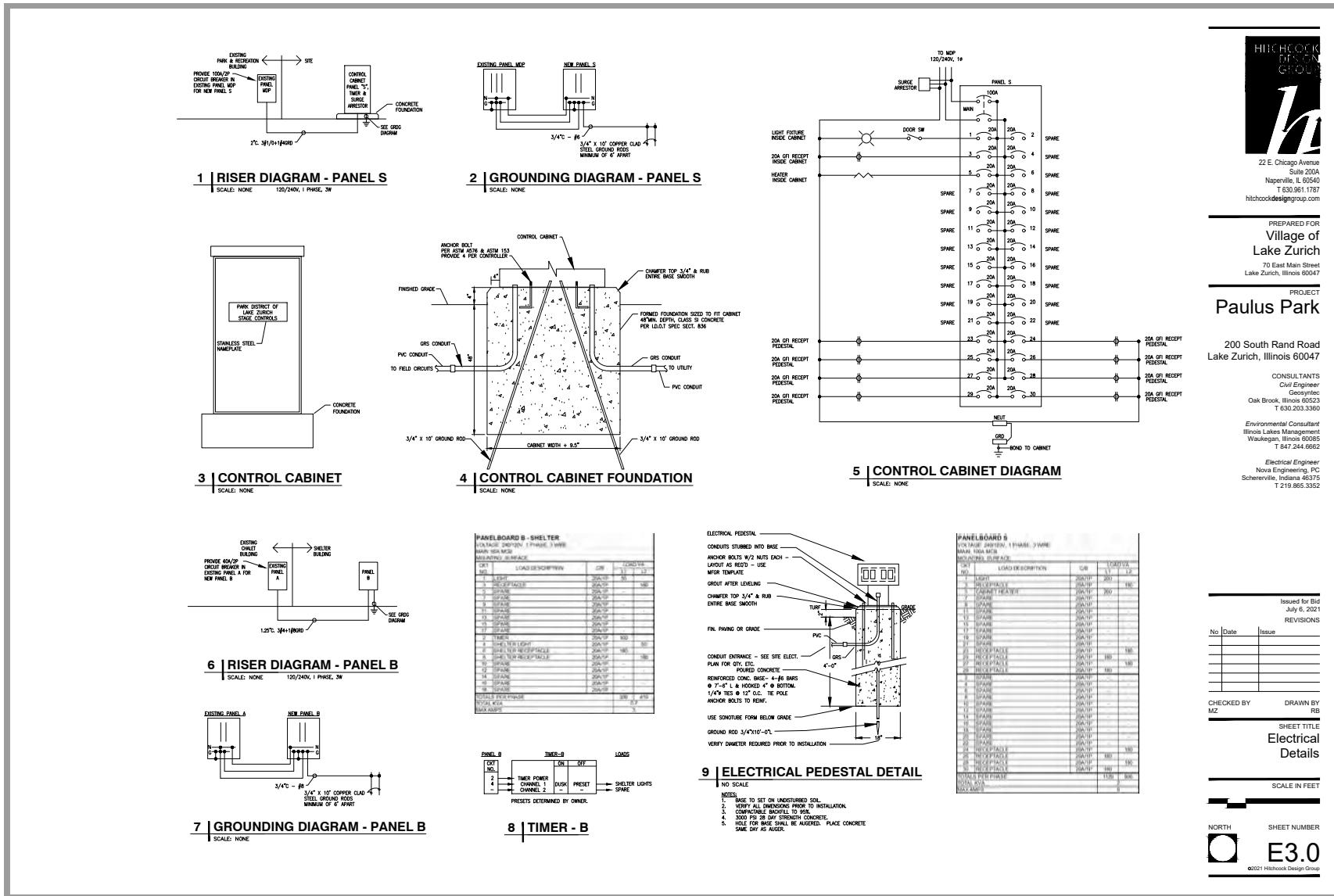














At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: May 2, 2022

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **2022 Patching Program (LCML Cooperative Bid)
Contract Extension**

Issue: The FY 2022 budget includes \$100,000 in the Non-Home Rule Sales Tax fund for the 2022 Patching Program.

Background: For the Village to preserve the investment made on its annual street resurfacing program, a street maintenance program is necessary. Pavement patching addresses areas of asphalt with significant deterioration that can create potentially hazardous driving conditions. If left untreated, these areas of pavement introduce moisture to the pavement structure which increases speed of deterioration throughout the roadway. A patching program is typically performed to slow deterioration in streets 10+ years old, and improve driving conditions until resurfacing can be performed.

Village Strategic Plan: This agenda item is consistent with the following Goals and Objectives of the Strategic Plan.

- Goal #3 – Infrastructure: *Develop and formalize a long-range street maintenance program.*
- Goal #4 – Service Sustainability; *Identify Methods of Alternate Service Delivery.*

Analysis: The Village has historically participated in a cooperative bid arrangement with other municipalities. Doing so allows the Village to secure a more competitive unit price. On April 5, 2022, the LCML approved year two, of two (1-year) extensions per the approved April 21, 2020 contract.

Recommendation: Award a contract for the 2022 Patching Program to Chicagoland Paving Contractors of Lake Zurich, IL in a not-to-exceed amount of \$100,000.00.

W/Attachments:

1. Bid Submittal – Chicagoland Paving Contractors Inc.
2. 2022 Extension Letter

Chicagoland Paving Contractors, Inc.
225 Telser Road, Lake Zurich, IL 60047
847-550-9681 / office@chicagolandpaving.com

March 17, 2022

Lake County Municipal League
1927 N. Municipal Way
Round Lake Beach, IL 60073

Attn: Mandi Florip
Executive Director
mflorip@lakecountyleague.org

Re: Pavement Patching – 2022 Extension

Mandi:

Over the course of the last year the price of asphalt has gone up 18% and continues to rise. The cost of fuel has also doubled. Patching prices today are roughly 15% higher than last year.

In the interest of extending the current contract we would like to request a price increase of 10% on all unit prices. Please let me know if you find this acceptable.

Respectfully yours,



William R. Bowes
Vice President

GENERAL INSTRUCTIONS

**LAKE COUNTY MUNICIPAL LEAGUE
COOPERATIVE PURCHASING PROGRAM**



20-122
BID DATE: 3-18-20
BID TIME: 11:30
WITH PRINTS: LG SM NO
COMPLETE DATE/DAYS ~~10~~

e/m

BID PACKAGE

PART I OF II

Sealed Bid Due: 11:30am MARCH 18, 2020

BIDDER'S SWORN ACKNOWLEDGEMENTMANDATORY TO RETURN WITH BID

**Lake County Municipal League
Cooperative Purchasing Program**

BIDDER'S SWORN ACKNOWLEDGEMENT

William R. Bowes ("Deponent"), being first duly sworn on oath, deposes and states that the undersigned Bidder is organized as indicated below and that all statements herein made are made on behalf of such Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked its Bidder's Proposal and that the statements contained in its Bidder's Proposal and in this Acknowledgement are true and correct.

COMPLETE APPLICABLE SECTION ONLY1. Corporation

Bidder is a corporation that is organized and existing under the laws of the State of IL, that is qualified to do business in the State of Illinois, and that is operating under the legal name of Chicagoland Paving Contractors

The officers of the corporation are as follows:

<u>TITLE</u>	<u>NAME</u>	<u>ADDRESS</u>
President	<u>Kevin Meertz</u>	<u>4050 Mason, Hoffman Est., IL</u>
Vice President	<u>/s/ William R. Bowes</u>	<u>20547 Plumwood, Kildeer IL</u>
Secretary	_____	_____
Treasurer	_____	_____

BIDDER'S SWORN ACKNOWLEDGEMENT**MANDATORY TO RETURN WITH BID**2. **Partnership**

Bidder is a partnership that is organized, existing and registered under the laws of the State of _____ pursuant to that certain Partnership Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The general partners of the partnership are as follows:

<u>NAME</u>	<u>ADDRESS</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

3. **Individual**

Bidder is an individual whose full name is _____, whose residence address is _____ and whose business address is _____. If operating under a trade or assumed name, said trade or assumed name is as follows: _____.

4. **Joint Venture**

Bidder is a joint venture that is organized and existing under the laws of the State of _____ pursuant to that certain Joint Venture Agreement dated as of _____, that is qualified to do business in the State of Illinois, and that is operating under the legal name of _____.

The signatories to the aforesaid Joint Venture Agreement are as follows:

<u>NAME (and ENTITY TYPE)</u>	<u>ADDRESS</u>
_____ (____)	_____
_____ (____)	_____
_____ (____)	_____

BIDDER'S SWORN ACKNOWLEDGEMENT**MANDATORY TO RETURN WITH BID**

[For each signatory, indicate type of entity (Corporation = "C"); Partnership = "P"; and Individual = "I") and provide, on separate sheets, the information required in Paragraph 1, 2, or 3 above, as applicable]

DATED this 18 day of March, 2020

Attest/Witness:

By: John Bane

Title: Witness

chicagoland Paving
Bidder

By: John Bane

Title: V.P.

Subscribed and Sworn to
before me this _____ day
of _____, 20____.

My Commission Expires: _____

John Bane
Notary Public

[SEAL]

BIDDER'S SWORN HISTORY and EXPERIENCE STATEMENT**MANDATORY TO RETURN WITH BID****Lake County Municipal League
Cooperative Purchasing Program****HISTORY STATEMENT**

William R. Powers ("Deponent"), being first duly sworn on oath, deposes and states that all statements made in this Sworn Work History Statement are made on behalf of the undersigned Bidder in support of its Bidder's Proposal for the above Contract and that Deponent is authorized to make them.

Deponent also deposes and states that Bidder has carefully prepared, reviewed and checked this Sworn Work History Statement and that the statements contained in this Sworn Work History Statement are true and correct.

IF NECESSARY FOR FULL DISCLOSURE, ADD SEPARATE SHEETS

**JOINT VENTURES MUST SUBMIT SEPARATE
SWORN WORK HISTORY STATEMENTS FOR THE JOINT VENTURE
AND FOR EACH SIGNATORY TO THE JOINT VENTURE AGREEMENT**

1. Nature of Business

State the nature of Bidder's business: asphalt paving

2. Composition of Work

During the past three years, Bidder's work has consisted of:

<u>10</u> % Federal	<u>95</u> % As Contractor	<u>60</u> % Bidder's Forces
<u>90</u> % Other Public	<u>5</u> % As Subcontractor	<u>30</u> % Subcontractors
<u>10</u> % Private		<u>10</u> % Materials

3. Years in Business

State the number of years that Bidder, under its current name and organization, has been continuously engaged in the aforesaid business: 34 years

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**MANDATORY TO RETURN WITH BID****4. Predecessor Organizations**

If Bidder has been in business under its current name and organization for less than five years, list any predecessor organizations:

<u>NAME</u>	<u>ADDRESS</u>	<u>YEARS</u>
_____	_____	_____
_____	_____	_____

5. Business Licenses

List all business licenses currently held by Bidder:

<u>ISSUING AGENCY</u>	<u>TYPE</u>	<u>NUMBER</u>	<u>EXPIRATION</u>
<u>as needed</u>	_____	_____	_____
_____	_____	_____	_____

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**MANDATORY TO RETURN WITH BID****6. Experience and Work History**

List three projects most comparable to the Work completed by Bidder, or its predecessors, in the past five years:

	<u>PROJECT ONE</u>	<u>PROJECT TWO</u>	<u>PROJECT THREE</u>
Owner Name	<u>please see attached</u>		
Owner Address			
Reference			
Telephone Number			
Type of Work			
Contractor (If Bidder was Subcontractor)			
Total Contract Value (Sub-Contract Value)			
Date Completed			

SIGNED and DATED this 18 day of March, 2020

Bidder Signature Mr. Banes

Title and Print Name William R. Banes

v.p.

ATTEST/WITNESS

Subscribed and Sworn to
before me this 18 day
of March, 2020.

Jud C H
Notary Public



My Commission Expires: 11/5/20

Patching References

Village of Hawthorn Woods
2017 Pavement Patching
Contract Amount: \$60,000.00
Erika Frable
847-438-5500

City of Naperville
2017 Street Patching Program
Contract Amount: \$ 144,900.00
Omar Santos
630-305-5204

Village of Lake Villa
2017 Pavement Patching
Contract Amount: \$ 49,970.00
Ryan Horton
847-356-6100

Village of Lindenhurst
2017 Pavement Patching (LCML)
Contract Amount: \$ 75,000.00
Charles Hernandez
847-356-1765

City of Highland Park
2017 Pavement Patching (2015, 2016)
Contract Amount: \$ 288,900.00
Lisa Roberts
847-926-1189

Lake County Public Works
Asphalt Patch & Seal Coating
Contract Amount: \$ 176,000.00
Heather Galan
847-377-7141

BIDDER'S SWORN EXPERIENCE AND WORK HISTORY**MANDATORY TO RETURN WITH BID**LR107-7
Page 1 of 1

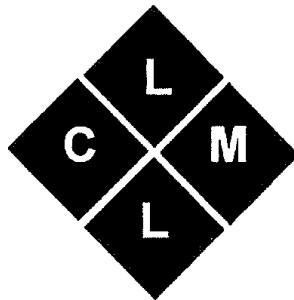
State of Illinois
 DEPARTMENT OF TRANSPORTATION
 Bureau of Local Roads & Streets

SPECIAL PROVISION
 FOR
 WAGES OF EMPLOYEES ON PUBLIC WORKS

Effective: January 1, 1999
 Revised: January 2, 2013

1. Prevailing Wages. All wages paid by the Contractor and each subcontractor shall be in compliance with The Prevailing Wage Act (820 ILCS 130), as amended, except where a prevailing wage violates a federal law, order, or ruling, the rate conforming to the federal law, order, or ruling shall govern. The Illinois Department of Labor publishes the prevailing wage rates on its website at www.state.il.us/agency/dol/rates/rates.htm. If the Illinois Department of Labor revises the prevailing wage rates, the revised prevailing wage rates on the Illinois Department of Labor's website shall apply to this contract and the Contractor will not be allowed additional compensation on account of said revisions. The Contractor shall review the wage rates applicable to the work of the contract at regular intervals in order to ensure the timely payment of current wage rates. The Contractor agrees that no additional notice is required. The Contractor shall be responsible to notify each subcontractor of the wage rates set forth in this contract and any revisions thereto.
2. Payroll Records. The Contractor and each subcontractor shall make and keep, for a period of not less than three years from the date of the last payment on a contract or subcontract, records of all laborers, mechanics, and other workers employed by them on the project, the records shall include each worker's name, address, telephone number when available, social security number, classification or classifications, the hourly wages paid in each pay period, the number of hours worked each day, and the starting and ending times of work each day. Upon seven business days' notice, the Contractor and each subcontractor shall make available for inspection and copying at a location within this State during reasonable hours, the payroll records to the public body in charge of the project, its officers and agents, the Director of Labor and his deputies and agents, and to federal, State, or local law enforcement agencies and prosecutors.
3. Submission of Payroll Records. The Contractor and each subcontractor shall, no later than the tenth day of each calendar month, file a certified payroll for the immediately preceding month with the public body in charge of the project, except that the full social security number and home address shall not be included on weekly transmittals. Instead the payrolls shall include an identification number for each employee (e.g., the last four digits of the employee's social security number). The certified payroll shall consist of a complete copy of the payroll records except starting and ending times of work each day may be omitted. The certified payroll shall be accompanied by a statement signed by the Contractor or subcontractor or an officer, employee, or agent of the contractor or subcontractor which avers that: (i) he or she has examined the certified payroll records required to be submitted by the Act and such records are true and accurate; (ii) the hourly rate paid to each worker is not less than the general prevailing rate of hourly wages required; and (iii) the Contractor or subcontractor is aware that filing a certified payroll that he or she knows to be false is a Class A misdemeanor.
4. Employees Interviews. The Contractor and each subcontractor shall permit his/her employees to be interviewed on the job, during working hours, by compliance investigators of the Department or the Department of Labor.

LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM



BID SUBMITTAL PACKAGE

PART II

PAVEMENT PATCHING

Sealed Bid Due: Defined in PART I

**Lake County Municipal League
Cooperative Purchasing Program**

**CONTRACT FOR
PAVEMENT PATCHING**

TABLE OF CONTENTS

1. Bid Submittal Cover Sheet and Check List
2. Bidder's Proposal
3. Bidder's Security (Bid Bond and Contract Bond)
4. Attachment A - Special Provisions

**Lake County Municipal League
Cooperative Purchasing Program**

TAPE OR STAPLE THIS PAGE TO OUTSIDE OF BID ENVELOPE

**MANDATORY DOCUMENTS TO BE RETURNED WITH BID TO
THE VILLAGE OF ROUND LAKE BEACH
1937 N. Municipal Way
Round Lake Beach, IL 60073**

CHECK LIST

1. PART I DOCUMENTS
 - a. Bidder's Sworn Acknowledgement (Notary Required)
 - b. Bidder's Sworn History and Experience Statement (Notary Required)
2. PART II DOCUMENTS
 - a. All Part II Documents (and Addenda) must be returned

COMMODITY PAVEMENT PATCHING

DUE DATE WEDNESDAY, March 18th, 2020 at 11:30AM

CONTRACTOR

Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

**Lake County Municipal League
Cooperative Purchasing Program**

BIDDER'S PROPOSAL

PAVEMENT PATCHING

Full Name of Bidder _____ ("Bidder")

Principal Office Address _____
Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047

Local Office Address _____

Contact Person BS.11 Bowes Telephone 847 550 9681

Contact E-mail Address office@chicagolandpaving.com

TO: Lake County Municipal League
1937 Municipal Way
Round Lake Beach, IL 60073
("Owner")

Attention: **LCML COOP REP**

Bidder warrants and represents that Bidder has carefully examined the Work Site described below and its environs and has reviewed and understood all documents included, referred to, or mentioned in this bound set of documents, including Addenda Nos. AD-1, which are securely stapled to the end of this Bidder's Proposal [if none, write "NONE"] ("Bid Package").

Bidder acknowledges and agrees that all terms capitalized in this Bidder's Proposal shall have the meaning given to them in the documents included in the Bid Package.

1. Work Proposal

A. **Contract and Work.** If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will contract with Owner, in the form of the Contract included in the Bid Package: (1) to provide, perform and complete at the site or sites described in the Bid Package ("Work Site") and in the manner described and specified in the Bid Package all necessary work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data and other means and items necessary for pavement patching; (2) to procure and furnish all permits, licenses and other governmental approvals and authorizations necessary in connection therewith except as otherwise expressly provided in Attachment A to the Contract included in the Bid Package; (3) to procure and furnish all Bonds and

all certificates and policies of insurance specified in the Bid Package; (4) to pay all applicable federal, state and local taxes; (5) to do all other things required of Contractor by the Contract; and (6) to provide, perform and complete all of the foregoing in a proper and workmanlike manner and in full compliance with, and as required by or pursuant to, the Contract; all of which is herein referred to as the "Work."

B. Manner and Time of Performance. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will perform the Work in the manner and time prescribed in the Bid Package and according to the requirements of Owner pursuant thereto. OWNER will define START and COMPLETION dates.

C. General. If this Bidder's Proposal is accepted, Bidder proposes, and agrees, that Bidder will do all other things required of Bidder or Contractor, as the case may be, by the Bid Package.

2. Contract Price Proposal

If this Bidder's Proposal is accepted, Bidder will, except as otherwise provided in the Contract, take in full payment for all Work and other matters set forth under Section 1 above, including overhead and profit; taxes, contributions, and premiums; and compensation to all subcontractors and suppliers, the compensation set forth on the following "Schedule of Prices" ("Price Proposal"), which Schedule of Prices Bidder understands and agrees will be made a part of the Contract:

3. Bid Security

Bidder herewith tenders a Cashier's Check, Certified Check, Bid Bond or cash as specified in Section 9 of the Invitation for Bidder's Proposals for the sum of _____ dollars (\$ _____), which is equal to at least five percent (5%) of Bidder's Price Proposal ("Bid Security"). If in the form of Bid Bond, utilize attached BLR 12230.

4. Bidder's Obligations

In submitting this Bidder's Proposal, Bidder understands and agrees that it shall be bound by each and every term, condition or provision contained in the Bid Package, which are by this reference incorporated herein and made a part hereof.

DATED this 18 day of March, 2020.

Attest/Witness:

Chicagoland Pawn
Bidder

By: Julie Heidner
Title: Witness

By: Mr. Baum
Title: V.P. William R. Bowes

**Lake County Municipal League
Cooperative Purchasing Program
Pavement Patching**

**ATTACHMENT A
SPECIAL PROVISIONS**

These Special Provisions supplement the Contract and describe specific requirements singular to the Work under consideration. The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", adopted April 1, 2016 or latest addition, (hereinafter referred to as the Standard Specifications) and latest edition of the "Illinois Manual on Uniform Traffic Control Devices for Street and Highways" in effect on the date of invitations for bid. In case of conflict with any part or parts of said specifications, the said Special Provisions shall take precedence and shall govern.

I. AWARD OF CONTRACT

Each participating municipality will award its own individual contract with the successful bidder.

The Contract shall be awarded to the lowest, responsible bidder for performance of the Work as listed in the Schedule of Prices.

II. CONTRACT TIME and START DATE

Contractor shall complete the Work between April 1, 2020 through September 1, 2020, and may be extended for up to two additional consecutive years at the Owner's discretion.

Upon receiving the Notice To Proceed, the contractor shall coordinate work with the OWNER to complete the project.

III. DESCRIPTION OF WORK

The Work described in these specifications consists of performing Hot Mix Asphalt Pavement Patching following the requirements of Section 442 of the Standard Specifications for the municipalities defined within the SCHEDULE OF QUANTITIES.

IV. FUNDING SOURCE

CONTRACTOR'S 2020 SCHEDULE OF PRICES**COMPLETE TABLE AS INDICATED
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	642	40-	25,680-
2	Class D Patches, Type III, 4 Inch	SY	632	40-	25,680-
3	Class D Patches, Type IV, 4 Inch	SY	15,498	36.25	561,902.50
4	Class D Patches, Type II, 6 Inch	SY	0	-	-
5	Class D Patches, Type III, 6 Inch	SY	0	-	-
6	Class D Patches, Type IV, 6 Inch	SY	2,500	53-	132,500-
7	Repair and Preparation of Base Course	SY	0	-	-
8	Aggregate Base Repair	TON	0	-	-
Bidder's Proposal for Making Entire Improvements					745,262.50


AIA® Document A310™ – 2010

Bond Number: 2432161

Bid Bond**CONTRACTOR:**

(Name, legal status and address)
 Chicagoland Paving Contractors Inc
 225 Telser Rd

Lake Zurich, IL 60047-1582
 OWNER:

(Name, legal status and address)
 Lake County Municipal League
 1937 N Municipal Way
 Round Lake Beach, IL 60073-4915

BOND AMOUNT: \$

Five Percent of the Amount Bid

PROJECT:

(Name, location or address, and Project number, if any)
 Pavement Patching Bid

SURETY:

(Name, legal status and principal place of business)
 West Bend Mutual Insurance Company
 PO Box 620976
 Middleton, WI 53562

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Init.

AIA Document A310™ – 2010. Copyright © 1953, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:45:00 ET on 02/21/2020 under Order No. 1437693772 which expires on 02/21/2021, and is not for resale.

1

(1495601206)

Signed and sealed this 18 day of March , 2020

John Henina
(Witness)

David Abramov
(Witness)

Chicagoland Paving Contractors Inc

(Contractor as Principal) (Seal)

W. Bauer V.P.
(Title) *William R. Bauer*

West Bend Mutual Insurance Company

(Surety) (Seal)

PAUL F PRAXMARER, Attorney-In-Fact
(Title)

Init. AIA Document A310™ – 2010. Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved. **WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was produced by AIA software at 10:45:00 ET on 02/21/2020 under Order No. 1497690772 which expires on 02/21/2021, and is not for resale.
User Notes: (1496601206) 2



THE SILVER LINING®

Bond No. 2432161**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of: Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 22nd day of September, 2017.

Attest Christopher C. Zwygart
 Christopher C. Zwygart
 Secretary



Kevin A. Steiner
 Kevin A. Steiner
 Chief Executive Officer/President

State of Wisconsin
 County of Washington

On the 22nd day of September, 2017, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Juli A. Benedum
 Juli A. Benedum
 Senior Corporate Attorney
 Notary Public, Washington Co., WI
 My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Herby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 18th day of March 2020.



Heather Dunn
 Heather Dunn
 Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at NSI, a division of West Bend Mutual Insurance Company.

1900 S. 18th Ave. West Bend, WI 53095 | ph (262) 334-6430 | 1-800-236-5004 | fax (262) 338-5058 | www.thesilverlining.com

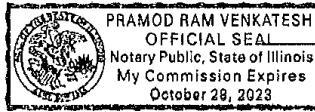


ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF Illinois)
 County of Will)
 ss

On this 18th day of March, 20 20, before me appeared
Paul F. Praxmarer to me personally known, who being by me duly sworn,
 did say that he/she is the aforesaid officer or attorney in fact of the WEST BEND MUTUAL INSURANCE COMPANY, a corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact) acknowledged said instrument to be the free act and deed of said corporation.

My Commission Expires



October 28

, 20 23

County of Will, State of Illinois


 Notary Public

MICHIGAN ONLY: This policy is exempt from the filing requirements of Section 2236 of the Insurance Code of 1956, 1956 PA 218 and MCL 500.2236.

NB 0017 10 03

Page 1 of 1



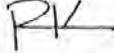
OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

At the Heart of Community

Date: April 22, 2022

To: Ray Keller, Village Manager 

From: Michael Duebner, Management Services Director

C: Steve Husak, Police Chief

Subject: Joining Lake County Sheriff Collaborative Use Records Management

Issue: It is the Village's intent to terminate hosting the Tyler Technology Police Records Management System (RMS), dissolving the RMS Consortium, and transitioning to the Lake County Sheriff Collaborative Use Records Management System.

Analysis: The Village instantiated a Records Management System Consortium in April 2015 and acquired servers and Real World System Records Management Software (now owned by Tyler Technologies). Costs were shared between 6 agencies using a model based on the number of residents served by the agency. While some of the members of the consortium have left and others have joined, Lake Zurich has continued to host the RMS solution and taken the lead role in providing front line support, loading new versions, testing changes, and developing documentation shared by all agencies.

Lake County Government initiated a public safety study in 2017 to identify cost efficiencies and promote service effectiveness through consolidation of delivery systems. Early results pointed out opportunities but raised more questions than answers. A follow-up study started in late 2019 with the intent to take a deeper dive into the questions resulted in three different models.

1. Uniformity of public safety hardware and software across Lake County agencies as new equipment purchases were made.
2. Connectivity between agencies of like hardware and software to delivery services in a distributed model.
3. Consolidation of service delivery in a purpose-built facility to serve the county.

Model 1 and by extension model 2 would take 8 to 10 years to show dividends as agencies are on different capital replacement cycles, and some may have recently made capital investments of now

incompatible systems. Momentum continued to build around the third (full consolidation) model as the County moved toward funding the effort.

The first practical application of consolidation was initiated by the Lake County Sheriff and Lake County ETSB in purchasing public safety software, from Tyler Technology to be used county-wide and shared collaboratively among Lake County agencies. The software offering is vastly more comprehensive than what is used by Lake Zurich and includes mobile ticketing with paperless upload to County Courts. The collaborative use agreement shares costs based on the number of users each agency has inclusive of a small capital replacement fee. Exact annual costs are fluid currently as the County is assembling additional agencies to share annual maintenance costs. We expect costs to be lower or similar to Lake Zurich's annual carrying costs of \$24,000 for RMS maintenance and support.

Staff had recommended funding for an e-ticketing solution in the Community Investment Plan (CIP) for some time, yet pushed off implementation since the courts were unable to receive a digital citation. Lake County's recent investments now make this possible and despite additional operating costs to the Village would result in efficiencies for officers and record personnel.

Members of the in-house consortium have been following these developments and agree that Lake County's Collaborative Use RMS is the next logical step for everyone. Lake Zurich has already provided data backups to the County as part of their initial analysis. While there will be a one-time data conversion (merge) fee of about \$13,000 that will be divided across the existing RMS Consortium agencies, to migrate information collected since 2015.

Recommendation: Staff is requesting permission to dissolve the existing RMS consortium, join the Lake County Sheriff Collaborative Use RMS and for staff to negotiate costs and sign necessary agreements for this transition. Costs other than conversion would be part of the upcoming 2023 budget.

Attachments: Tyler Technology IGA
Brazos Mobile Ticketing IGA

**INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE
OF THE LAKE COUNTY MOBILE CITATION SYSTEM (BRAZOS)**

This Intergovernmental Agreement ("Agreement") is between the County of Lake, a body politic and corporate operating under 55 ILCS 5/1-1001 *et seq.*, acting in concert with the Lake County Sheriff, an elected official (together, simply "Sheriff"), and [Lake Zurich], a municipal corporation operating under 65 ILCS 5/1-1-1 *et seq.* ("Municipality"). Together, the Sheriff and Municipality may be referred to below as "Party/Parties."

Recitals

Whereas:

1. The County and Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*
2. As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County Sheriff, contracted with Tyler Technologies to license and support a law enforcement mobile citation (e-ticketing) system, which carries the brand name "Brazos."
3. The Sheriff-Tyler contract includes a site license "for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County." This Agreement relates only to the Brazos components of the Sheriff-Tyler contract. A separate but similar IGA governs participation in the Records Management System (RMS).
4. Municipality is located within the geographic confines of Lake County, Illinois.
5. Municipality seeks to join the Sheriff in using Brazos, and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth below.

In light of the foregoing, the Parties agree as follows:

Article 1. Services Provided; Implementation; Additional Services.

- 1.1 **Services.** The Brazos services included in the contract with Tyler, and which Municipality can use under this Agreement and the terms of the Tyler license, are listed on **Exhibit A** to this Agreement.
- 1.2 **Location.** Brazos is cloud-hosted and accessed through a web browser. Equipment need to access the service is detailed in **Exhibit B** to this Agreement.
- 1.3 **Technical Support; FOIA.**

1.3.1 Brazos is hosted by Tyler Technologies and technical issues related to the application's support and maintenance will be addressed to Tyler. The Sheriff's Office and its IT personnel, which are on-call 24/7, will assist Municipality in escalating application issues to Tyler. Costs that arise because they are outside the scope of the Tyler-Sheriff maintenance agreement shall be brought to the Brazos Working Group, defined below, for discussion and consensus decision making.

1.3.2 Freedom of Information Act requests directed at the data of any particular municipality or agency shall be the responsibility of that municipality or agency. The Sheriff's Office may provide assistance to access information, when needed.

1.4 **Implementation Costs.** During the Sheriff's initial implementation of Brazos, the cost and terms of participating in Brazos is set forth on **Exhibit C** to this Agreement. Payment of the data conversion fee, as well as any modules selected by Municipality, shall be at the prices set forth in Exhibit C and be due upon the effective date of this Agreement. Implementation costs are separate from and in addition to the ongoing cost-sharing payments that shall be regularly due in six-month intervals, once the maintenance and support costs begin, which is scheduled for **May 2023**.

1.5 **Additional Services.** Any services not set forth on Exhibit A shall be **"Additional Services."** Additional Services may be added only with (a) the Sheriff's written consent, which shall be made in consultation with the Brazos Working Group and the Chief's Advisory Committee (described below) and, if necessary, (b) a Statement of Work from Tyler, outlining the cost, which Municipality shall bear if the Additional Services are for the benefit of Municipality (as opposed to for the benefit of all Brazos Users).

Article 2. Terms of Use.

2.1 **Brazos Working Group.** Collaborative governance of Brazos shall occur through a Brazos Working Group made up of one representative from each municipality or agency that uses Brazos, including Municipality. Among other tasks, the Brazos Working Group shall be tasked with creating policies and procedures related to the use, functionality, and further development of Brazos.

2.2 **Chiefs' Advisory Committee.** Each law enforcement agency participating in Brazos shall have the right to have its Chief (or, for the County, its Sheriff) participate in periodic meetings of a "Chief's Advisory Committee," the frequency of which shall be set by the Committee. A Chief or the Sheriff may also participate in the Committee through a designee. The Chiefs' Advisory Committee shall provide input and guidance on major decisions related to the operational policies and further development of Brazos, and shall be responsible for fostering continuity and collaborative governance of Brazos and its continued use.

2.3 **Conditions of Use.** The Sheriff shall provide Brazos to the Municipality by assisting the Municipality's staff in setting up a connection through which the Municipality can access and otherwise use Brazos. Such assistance shall encompass configuring Brazos to accommodate the users for which Municipality pays (with each agency or municipality being made up of multiple users), under the payment terms listed further below. Any integration assistance that cannot be performed by the Sheriff may require a statement of work (SOW) from Tyler Technologies, for which the Municipality must separately pay. If such an SOW is necessary, then the Sheriff will assist Municipality in obtaining it.

Use of Brazos shall be conditioned on the following:

- 2.3.1 **Authority to Modify Brazos.** For the benefit of all Brazos users, including Municipality, the Sheriff, in consultation with the Brazos Working Group or the Chiefs' Advisory Committee, shall retain the exclusive authority to request modifications to Brazos and its systems. Where modifications are implemented to Brazos and its systems, the Sheriff shall provide reasonable notice of changes that will affect Brazos users. For any significant changes that may affect Municipality's ability to access Brazos on a more-than-temporary basis, the Sheriff—once made aware of the changes from Brazos—will notify the Municipality as soon as possible and work collaboratively to mitigate any service interruptions.
- 2.3.2 **Additional Agencies.** The Sheriff, with input from the Brazos Working Group and Chiefs' Advisory Committee, retains the exclusive right to approve any additional agencies or units of local government that seek access to Brazos and its systems through Municipality or otherwise, under terms consistent with this Agreement. Any entities joining that exist outside of the geographic confines of Lake County may require the additional approval of Tyler Technologies.
- 2.3.3 **Connection; Equipment.** Municipality must at all times provide proper equipment and connections to Brazos servers to connect Municipality's users to Brazos. Municipality shall be responsible for the procurement of all third-party software and a sufficient internet connection (e.g., software for a firewall; a subscription to a business-grade internet connection) including updates, upgrades, service/maintenance packs, and hardware necessary to operate the system on its premises or in its vehicles.
- 2.3.4 **Payment.** Use of Brazos shall at all times be conditioned upon timely payment of the invoices issued every six months.
- 2.3.5 **Misuse of System.** Municipal or agency users who misuse the Brazos system may have their access terminated. Misuse shall include without limitation: (a) accessing the system for purposes outside the scope of a user's employment; (b) creating security issues (including without limitation data breaches) that jeopardize the integrity of the system; (c)

violating the policies and procedures created by the Brazos Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The Brazos Working Group shall assist in adjudicating disputes about access termination, or about the right to reestablish access to the system. Termination of a user's access for misusing the system shall not entitle Municipality to a pro rata refund of any invoice that has already been issued.

2.4 **Underlying License and Support Agreements; Changes.** The Sheriff shall maintain the Brazos software license and maintenance and support agreement with Tyler Technologies to ensure the Brazos services remain available and supported throughout the term (including renewal terms) of this Agreement. Additionally, the Sheriff agrees to notify Municipality if the Sheriff issues a request for proposals or begins other procurement processes to change from Tyler Technologies to another vendor. The Sheriff shall make any procurement documents available to Municipality at the time they are issued.

Article 3. Cost-Sharing; Payment Terms.

3.1 **Licensing Costs.** No license costs shall be due under the terms of this Agreement.

3.2 **Cost-Share Calculation.** To provide for Brazos's maintenance and support, Municipality agrees to share the total such costs with all other users of Brazos, pro rata (each Municipality or agency will have multiple "users," which are the individuals who access Brazos). In addition, along with similar funding from the Sheriff's Office, Municipality agrees to fund an account that shall be dedicated to paying for future enhancements to Brazos. Money to fund the Future Enhancements Account shall be derived from a nonrefundable 10% surcharge on each invoice, and shall accrue until sufficient, either alone or with additional contributions, to pay for an enhancement that will benefit all Lake County-based users of Brazos. The decision to fund future enhancements from the Future Enhancements Account shall be made in consultation with the Brazos Working Group. The Sheriff's Office shall fund the Future Enhancements Account under the same terms as Municipality.

By way of example, costs shall be calculated and invoiced every six months by calculating the number of system users and dividing that number by one-half the cost of the annual maintenance and support fee. By way of example, the first year's maintenance and support fee totals \$186,008.

**The Sheriff has 550 users,
Municipality A has 50 users, and
Municipality B has 50 users.**

The 6-month cost for to use Brazos would be:

$(\$186,008 \div 650) \times [\# \text{ of Municipality Users, e.g. } 50] \div 2 = \$7,154$

3.3 **Invoices; Payment Terms.** Invoices for Municipality's cost-sharing amount shall be issued in May and November, starting in **May 2023**, using the invoicing template set forth in Exhibit D. All payments under this Agreement shall be made under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days.

Article 4. Designated Representative and Notices.

4.1 The Sheriff and Municipality shall each provide contact information for Designated Representatives who shall coordinate the services governed by this Agreement.

The Sheriff's Initial Designated Representative is: Jim Chamernik

Municipality's Initial Designated Representative is:

4.2 **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information for the new Designated Representative in accordance with the "Notices" section of this Agreement.

4.3 Notices.

Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the Sheriff:

Attn: Jim Chamernik
25 S M.L.K. Jr Ave.
Waukegan, IL 60085
Email: JChamernik@lakecountyil.gov

To Municipality:

NAME
ADDRESS

Article 5. Acknowledgements and Other Provisions.

5.1 **Force majeure.** (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “**Nonperforming Party**”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.1(c).

(b) For purposes of this agreement, “**Force Majeure Event**” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an event or circumstance that results in a party’s not having sufficient funds to comply with an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary. During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

5.2 **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the Sheriff (or to require the consent of the Municipality) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.

5.3 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.

5.4 **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.

5.5 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.

5.6 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort

claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.

5.7 **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of one year, unless terminated sooner in accordance with this agreement.

After the initial year, the Agreement will thereafter continue in force and effect from year to year, but either party may terminate it by giving written notice to the other party 90 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this Agreement.

5.7.1 **Data Ownership; Data Transfer Upon Termination.** At all times under this Agreement, data entered into Brazos by a Municipality (or Agency, as the case may be) shall be considered and remain the data of that Municipality or Agency. If a Municipality or Agency elects to terminate its participation in this Agreement, the Sheriff, in collaboration with Tyler Technologies where necessary, will assist in transferring the Municipality's or Agency's data to the entity in a customarily used database format (e.g., MS SQL). Any third-party costs (using resources outside of the Sheriff's Office) will be the responsibility of the Municipality or Agency requesting the data.

5.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

5.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

5.10 **Relationship of the Parties.** In providing services under this Agreement, the Sheriff shall act as an independent contractor.

5.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

5.12 **Insurance.**
Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including:

(a) Unemployment and Workers Compensation Coverage.

(b) Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence.

(c) Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law.

5.13 Indemnification.

5.13.1 The Sheriff agrees to indemnify Municipality for all third-party claims, demands, damages, liabilities and costs incurred by Municipality that directly or indirectly result from, or arise in connection with, any negligent act or omission of the Sheriff, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.13.2 Municipality agrees to indemnify the Sheriff for all third-party claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, any negligent act or omission of Municipality, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.14 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.15 **Recitals.** The recitals above are incorporated into the body of this agreement.

5.16 **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake

By its

Municipality

By its

Date: _____

Date: _____

Exhibit A
Brazos Services Provided
[Taken from Tyler RMS & Brazos Contract, Exh. A]



Quoted By: Nicolette Schmitz
 Date: 4/21/2021
 Quote Expiration: 6/1/2021
 Quote Name: Lake County Consortium - NWPS FBR/RMS, Brazos,
 SoftCode, JMS
 Quote Number: 2020-31172-10
 BAFO
 Quote Description:

Sales Quotation For
 Lake County Sheriff
 1303 N Milwaukee Ave
 Libertyville , IL 60048-1308
 Phone: +1 (847) 377-4000

Tyler Software
 Description

EXHIBIT A

Brazos	Task: BCBC (Community Based Corrections Citations)	Task: Boating eCitation	Interface: eCommerce - Lexis Nexis or CarFax Crash Sales (Site License)	Interface: IDOT - State of Illinois (Site License)	Court Interface Site License (JOURNAL)	eCitation (Site License)	eCrash (w/Drawing Tool) (Site License)	Interface: Local Adjudication Courts (Site License)	Task: Code Enforcement (Site License - Local/Parking)	Task: Complaint Form/Non-Traffic (Site License)
--------	--	-------------------------	---	--	--	--------------------------	--	---	---	---

Annual/SaaS
2020-31172-10 - E

2020-31172-10 - BAFO

CONFIDENTIAL

2 of 11

Description	Services	Description
Brazos Hosting Fee		
	Project Management	Decision Support Software Implementation
	Livescan Interface Installation	Ticket Writer Interface Installation
	Citizen Reporting Interface Installation	LINX Interface Installation
	Law Enforcement Records Configuration (11 or more Agencies)	Law Enforcement Records Train the Trainer Training (includes 10 trainers ea.)
	Law Enforcement Records Go-Live Support	ENT LERMS IBR Submission (post Go-Live)
	Law Enforcement Field Based Reporting Configuration (11 or more agencies)	Law Enforcement Field Based Reporting Training (includes 10 trainers ea.)
	Law Enforcement Field Based Reporting Go-Live	Law Enforcement Field Based Reporting Additional Training (group of 10 additional trainers ea.)
	Software System Testing	Disaster Recovery Systems Assurance and Software Installation
	GIS Implementation	NCIC Installation
	Custom Interface to BEAST (two-way)	Custom Interface to OffenderWatch (one-way)
	Custom Lexis Nexis Interface (two-way)	Custom CMS Officer Schedule Interface (Import and Export)
	Custom Interface to IAPRO (Export)	Custom CMS Orders of Protection Interface (Import)
	Custom RMS Call Export Call for Service (Export)	Custom CMS Warrant Interface (Import)
	Brazos Project Mgmt (plus per diem as needed if not remote)	Brazos Training
	Standard CrashTraining Package	

Assumptions

Personal Computers must meet the minimum hardware requirements for New World products. Microsoft Windows 7/8.1/10 32/64 bit or later is required for all client machines. Windows Server 2012/2016/2019 and SQL Server 2012/2014/2016/2019 are required for the Application and Database Server(s).

New World product requires Microsoft Windows Server 2012/2016 and SQL Server 2012/2016, including required Client Access Licenses (CALs) for applicable Microsoft products. Servers must meet minimum hardware requirements provided by Tyler. The supported Microsoft operating system and SQL versions are specific to Tyler's release versions.

New World product requires Microsoft Excel or Windows Search 4.0 for document searching functionality; Microsoft Word is required on the application server for report formatting.

Tyler recommends a 100/1000MB (GB) Ethernet network for the local area network. Wide area network requirements vary based on system configuration, Tyler will provide further consultation for this environment.

Does not include servers, workstations, or any required third-party hardware or software unless specified in this Investment Summary. Client is responsible for any third-party support.

Licensed Software, and third-party software embedded therein, if any, will be delivered in a machine readable form to Client via an agreed upon network connection. Any taxes or fees imposed are the responsibility of the purchaser and will be remitted when imposed.

Tyler's GIS implementation services are to assist the Client in preparing the required GIS data for use with the Licensed New World Software. Depending upon the Licensed Software the Client at a minimum will be required to provide an accurate street centerline layer and the appropriate polygon layers needed for Unit Recommendations and Run Cards in an industry standard Esri file format (Personal Geodatabase, File Geodatabase, Shape Files). Client is responsible for having clearly defined boundaries for Police Beats, EMS Districts and Fire Quadrants. If necessary Tyler will assist Client in creating the necessary polygon layers (Police Beats, EMS Districts and Fire Quadrants) for Unit Recommendations and Run Cards. Tyler is not responsible for the accuracy of or any ongoing maintenance of the GIS data used within the Licensed New World Software.

Client is responsible for any ongoing annual maintenance on third-party products, and is advised to contact the third-party vendor to ensure understanding of and compliance with all maintenance requirements.

All Tyler Clients are required to use Esri's ArcGIS Suite to maintain GIS data. All maintenance, training and ongoing support of this product will be contracted with and conducted by Esri. Maintenance for Esri's ArcGIS suite of products that are used for maintaining Client's GIS data will be contracted by Client separately with Esri.

Custom interfaces will be operational with existing third-party software. Any subsequent changes to third-party applications may require additional services. For State/NCIC, Client is responsible for obtaining the necessary State approval and any non-Tyler hardware and software. Includes state-specific standard forms developed by Tyler. Additional forms can be provided for an additional fee.

Configuration and end user training for Decision Support Software to occur after Client has been live for 3 months or longer on an application. Classes are limited to 10 trainees maximum; service and travel costs will be incurred for additional classes.

Assumptions

A Site License is included for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County, IL, including the following agencies as authorized users:

- Antioch
- Antioch First Fire Protection District
- Barrington
- Barrington Countryside Fire Protection District
- College of Lake County Police
- CenCom E9-1-1
- Countryside Fire
- Countryside Fire Protection District
- County of Lake
- Fox Lake Fire Protection District
- Fox Lake
- Grayslake
- Grayslake Fire Protection District
- Greater Round Lake Fire Protection District
- Gurnee
- Hawthorn Woods
- Island Lake
- Kildeer
- Lake County ETSB
- Lake County Forest Preserve Police
- Lake County Sheriff
- Lake Villa
- Lake Villa Fire Protection District
- Lake Zurich
- Lake Zurich Fire Protection District
- Mundelein
- North Chicago
- Northeast Lake County Consolidated ETSB
- Park City
- Round Lake
- Round Lake Beach
- Round Lake Heights
- Round Lake Park
- Tower Lakes
- Vernon Hills
- VHL Joint ETSB
- Wauconda
- Wauconda Fire Protection District

Assumptions

- Waukegan
- Zion
- Beach Park Fire
- Highland Park
- Highwood
- Lake Bluff
- Lake Forest
- Lindenhurst
- Winthrop Harbor
- Deerfield
- Riverwood
- Bannockburn
- US Navy
- ATF
- DEA
- FBI
- 19th Judicial Adult Probation
- Lake County State's Attorney's Office
- The following agencies will be provided "read only" access to the system as determined by the Lake County Sheriff's Office:
 - Buffalo Grove Police
 - Lake County Crime Stoppers
 - Fox River Grove Police
 - Glenview Police
 - Wheeling Police
 - Chicago Police
 - Cook County Sheriff
 - McHenry County Sheriff
 - Barrington Hills Police
 - Kenosha County Sheriff
 - Twin Lake Police
- This pricing assumes a Command Center approach. Tyler staff will occupy a central location for the go-live event, with questions/issues being routed there.
- This pricing assumes that all agencies will go live on the same date. If agencies cannot accommodate, additional services may be required in order to staff multiple go-live events.
- This pricing assumes standard support hours (8 AM - 5 PM) for Records support. If 24-hour coverage is required, additional services may be required.
- Agency is responsible to paying any applicable state taxes. Contract total does not include tax.

Assumptions

RETURN POLICY: When hardware is included, Tyler will accept return of delivered hardware only within thirty (30) days of the date of delivery to you and only if the hardware is returned sealed in its original packaging. Tyler will not issue any refund or credit for returned hardware that is not sealed in its original packaging and/or returned more than thirty (30) days after the date of delivery to you.

Brazos quote includes:

- Annual maintenance and hosting fee waived in year 1
- Countywide eCitation and eCrash laptop configuration (site services - parent/child)
- PDA configuration (site services)
- PDA configuration for Sheriff (Marine division)
- Brazos site license for eCitation and eCrash (unlimited devices)
- Brazos administrative website (unlimited users)
- Traffic citations (IL UTC)
- Warning citations
- Code enforcement citations (Local/Parking - site license)
- Criminal Complaint/Non-traffic, citations (site license)
- Weight and Measure citations
- IDOT Traffic and Pedestrian Stop task
- IDOT Demographic Profile Export File
- Lake County Court Interface (site license)
- Local adjudication court interface (site license for any 3rd party system)
- Incode Court Integration (site license)
- New World mobile device and RMS integration
- IDOT crash interface (site license)
- Crash sales interface (site license for either Lexis Nexis or CarFax)
- Tasks included for Sheriff (corrections and Boating)
- Hardware setup/Brazos barcode asset tags (all existing printers)*
- Services to manage and implement
- Services to train-the-trainer for eCitations and eCrash (eight 1/2-day sessions- train total of 112 trainees for eCitation and six 1/2-day sessions - train total of 84 trainees for eCrash)**

* If additional printers are needed, Tyler is a reseller of Brother and Zebra hardware.

** Trainers can train other users when additional agencies come onboard or Brazos will provide remote (virtual train-the-trainer session). For additional agencies that come onboard later and on-site training is requested, additional training costs will be required.

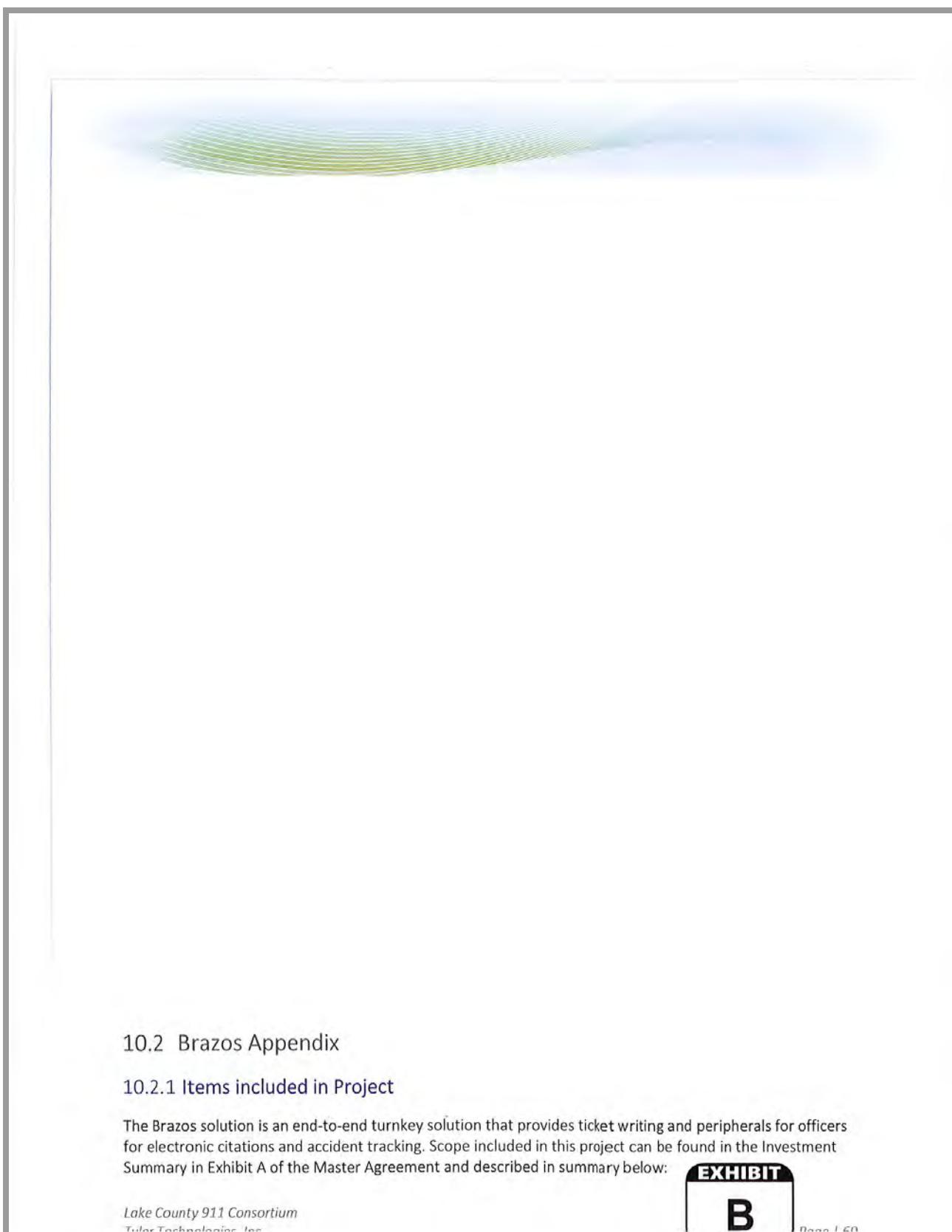
Any additional tasks required by agencies, will need to be purchased separately by the agency, \$4,063/per task, \$1,000/PM fee; agency is responsible for annual maintenance fees related to any add-on tasks.

The Tyler Corrections NCIC interface will be query-only for Person and Vehicles with the first stages of development.

Assumptions

For custom JMS-CMS interface, Court will send API messaging to Tyler Corrections for Release and Remand and the Court will adhere to Tyler's message structure.
This proposal is only valid with the purchase of proposal 2021-32188

Exhibit B
Equipment; Specifications



10.2 Brazos Appendix

10.2.1 Items included in Project

The Brazos solution is an end-to-end turnkey solution that provides ticket writing and peripherals for officers for electronic citations and accident tracking. Scope included in this project can be found in the Investment Summary in Exhibit A of the Master Agreement and described in summary below:

*Lake County 911 Consortium
Tulor Technologies, Inc.*



- Countywide Site License to include:
 - eCitation
 - eCrash
 - Local Code Enforcement & Parking Citations
 - Complaint/Non-Traffic Citations
 - IDOT Traffic and Pedestrian Stop Task
 - IDOT Demographic Profile Export
 - IDOT Crash Interface
 - Crash Sales Interface (LexisNexis/CarFax)
 - CMS Interface to Journal
 - Local Adjudication Court Interface
- Additional Tasks for Sheriff's Office (Corrections and Boating Citation)

10.2.2 Brazos Key Project Assumptions

- The Client will provide Tyler with access to its equipment, systems, and personnel to the extent needed to complete the defined Services. Support may need to connect to a Client device via Bomgar.
- The Client will provide work space for Tyler Services for work completed on Client premises.

Tyler shall initially implement the most current version of the Tyler software at the time of the contract signing. During the implementation, Tyler will provide newer releases of the software that meet or exceed the version available at contract signing.

Software is maintained and updated regularly by Brazos. By having the user perform a sync of the application on the client, two processes are executed by the end user. The first, is pushing records to Brazos hosted server for submission to RMS/CMS based solutions, i.e. New World, and Court Interface. Secondly, the software will check the Brazos server for new software and configuration updates. These are automatically downloaded, then installed silently on each client. There is no set frequency as to when updates are pushed, but there is no requirement for involvement from the Client to receive these.

- The Client will maintain primary responsibility for the scheduling of Client employees and facilities in support of project activities.
- The Client shall provide Tyler with network access for remote installation and testing through industry standards such as Virtual Private Network (VPN) or other secure access methods.
- The Client will allow users unauthenticated access the following web addresses to ensure adequate access to system resources:
 - 72.32.135.120 (syncsvc.brazostech.com) (ports 80 and 443)
 - 72.32.135.125 (syncsvc2.brazostech.com) (ports 80 and 443)
 - 98.129.131.213 (Reports2014.brazostech.com) (ports 80 and 443)
 - 72.32.135.124 (www.brazostech.com) (ports 80 and 443)
 - 72.32.135.122 (my.brazostech.com) (ports 80 and 443)
 - 207.182.213.55 (brazossupport.tylertech.com) (ports 80 and 443)
- The Client will provide/purchase/acquire the appropriate hardware, software and infrastructure assets to support all purchased Tyler software products in both support/testing and production environments.

- The Client is responsible for proper site preparation, hardware, software, and network configuration in accordance with Tyler specifications below:

Brazos eCitation Mobile Application Specifications

Tyler's Brazos Solution is capable of running on Tablet PCs, Laptops, Windows 7 or higher (Recommend 10 Pro or Enterprise), iOS, or Android. It is highly recommended (but not required) that these devices be suitable for "field use" (i.e. ruggedized). If Wi-Fi or reliable AirCard signal is readily available, users are also capable of running remote queries or real-time lookups, but they are not required for full operation of the data collection applications. Additionally, field printing systems are required for on-the-spot printing of citations, driver's exchange notices and other relevant documents in the field. It is best suited that these field units communicate via USB or Bluetooth for simple wireless functionality in the field.

Device Type RECOMMENDED

Laptops:

Windows 7 or greater. Bluetooth stack must be Microsoft, Widecomm, or Toshiba for Bluetooth communications. USB connection to printer is preferred but a Bluetooth connection is possible. Panasonic, Dell, HP, GETAC, Toshiba, Motion and Lenovo laptops have been used. Other manufacturers need to be approved.

Additional note: Windows 7 support by Microsoft ended January 2020. While the Brazos application may still function on Windows 7, it is not recommended due to a lack of ongoing Security updates from Microsoft. Technical issues related to a non-supported OS may/may not be addressed by Tyler.

Tablet PC:

Ruggedized:

Panasonic CF-33, Panasonic G1. Other manufacturers need to be approved.

iPad:

iPad 2 or higher with 3G/4G or Wi-Fi capability,

Smartphone/PDA:

Zebra TC72 or TC77, Panasonic X1, E1, N1 and iPhone. Other manufacturers need to be approved. Samsung Galaxy cell phones. Other manufacturers need to be approved.

Thermal Printers:

Zebra RW420, ZQ520 and ZQ521, Brother PJ763, 4230BL. Other manufacturers need to be approved

All Operating Systems:

Device must support latest version of respective OS (Windows, Android, iOS, etc.) – this helps ensure older devices aren't deployed due to outdated Hardware documentation.

- The Client has, or will provide, access licenses and documentation of existing system to any 3rd party system software which Tyler will be required to read, write or exchange data.
- The Client has, or will provide, a development/testing environment for data conversion and interface testing as they are developed by Tyler.
- Tyler shall be responsible for implementing a functioning version of the application software (assuming the Client has installed the proper hardware, software, and networking devices).

- All deliverables and timelines assigned to the Client will be held to the same standards of delivery as those assigned to Tyler Technologies.
- Installation of Hardware required in County Vehicles shall be completed by the participating agencies Personnel and facilities. They may decide to purchase mounts on their own or opt to purchase from Tyler.
- The Client will deploy initially on 250 MDT's and 2 PDA.
- Deployment of the Tyler Brazos ECS for the Client Will utilize the existing Tyler hosted server environment.
- All Client personnel involved in the Project will participate fully in the training provided by Tyler Technologies. Training for Brazos is done as Train the Trainer. Standard training, included in scope, is a two-day, 8-hour class. Day 1 includes a full classroom day where all aspects of the application included in the Investment Summary are covered. Day 2 consists of field-based use, where users conduct ride-outs and issue live citations on the system. Tyler training resources will accompany in a ride-along format, with agency approval. We recommend every agency provide a member of each shift (if possible) to attend and learn the Brazos ecosystem. Training will be defined in more detail as part of the Project Plan.
- Setup of 3rd party hardware (printers) will be handled by Tyler.
- If an Interface to any CMS / RMS / Device systems are included in this Phase of the project, it should be reflected in the contract, and will include the synchronization of tables/files.

10.2.3 Out of Scope

- Custom interfaces. Custom interfaces involve the development of a standard, repeatable process for transferring information into or out of the Tyler software. These interfaces may take the form of a user-initiated import/export program, an API, or a web service. There are no custom interfaces included in the scope of the agreement unless detailed in the included Investment Summary.
- Custom reports. Custom reports involve the development of new reports that are not offered as part of the standard reporting package and modifications to existing reports. There are no custom reports included in the scope of the agreement unless detailed in the Investment Summary.
- Undocumented requirements. Undocumented requirements include requirements not specified in this Statement of Work or Investment Summary.
- Post System Acknowledgement Configuration. System Acknowledgement requirements are met at the completion of End User Training and User Acceptance Testing stage. Any changes requested of the Tyler implementation team to alter the configuration, post acknowledgement of these milestones, must be documented through a Change Order and may incur additional time and/or costs. The Client may have access to built-in configuration tools, so, when available, is free to reconfigure or create a new configuration as required or desired. If assistance using these tools is required, additional change orders may apply. A custom defined User Acceptance Testing plan will be delivered as part of the Project Planning phase.

Exhibit C
Pricing

[Taken from Tyler RMS & Brazos Contract, Exh. J]

Exhibit J
Pricing to Join the Lake County Consortium

Joining within 90 days of Agreement Effective Date:

\$0 + Custom Interfaces or Data Conversion costs.

- Data Conversion now:
 - CAD = \$16,000 (per source)
 - RMS = \$21,875 (per source)
 - Additional Modules = \$1,876 per module unless noted otherwise:
 - 911 Contact Cards
 - Alarm Permits and related false alarm transactions
 - Career Criminal Registry
 - Custom Alerts
 - External Documents
 - Field Investigations
 - Mug Shots to RMS
 - Personnel Equipment Inventory
 - Personnel Training
 - State Accident Report Information (\$5,000)
 - Vehicle Impound
 - Gun Permits
 - Orders of Protection
 - Pawn Shop Transactions
 - Stop Data
 - Property (\$7,000)
 - Existing Tyler Clients receive 50% discount off this conversion pricing
- Custom Interface costs will vary based on scope and would require a scope discussion with the Tyler interface team.

Joining Later:

\$0 if the ETSB or Sheriff perform the configuration and training setup work for additional agencies (the ETSB or Sheriff can determine costs, if necessary). If an agency requests Tyler to assist with configuration or training, then the following costs will apply:

- 1-5 Agencies: \$70,000 one-time
- 6-10 Agencies: \$100,000 one-time
- 10+ Agencies: \$130,000 one-time
- Additional costs:
 - Third Party Hardware (if applicable)
 - Software outside of Current Scope (if applicable)
 - Interfaces outside of Current Scope (if applicable)
 - More Training
 - CAD Training (user-training): \$4,350 per class (up to 10 users per class)
 - Law & Fire Mobile Training (train-the-trainer): \$8,700 per class (up to 10 users per class)

For more information, visit www.tylertech.com



- RMS Training (train-the-trainer): \$4,350 per class (up to 10 trainers per class)
- Field Based Reporting Training (train-the-trainer): \$4,350 per class (up to 10 trainers per class)
- Additional Brazos Tasks - \$4,063 per task, \$1,000 one-time PM fee
- Data Conversion (pricing found in the table on the next page)
 - Existing Tyler Clients receive 50% discount off this conversion pricing

Project Fees (Joining Later)	
Price Per Project: \$10,250	
<p>This is required for each conversion project and can include multiple CAD and/or RMS sources. We assume there will be one conversion project during the initial software deployment and additional conversion projects in the future as more agencies are added to the system.</p>	
CAD	RMS
First CAD Source: \$32,500 Includes base conversion for master records and a CAD conversion for calls for service.	First RMS Source: \$ 43,750 Includes the following: <ul style="list-style-type: none"> • Base Conversion for master files • RMS Conversion for incidents, cases, arrests, tickets, and warrants) • Custom Alerts • External Documents The following modules can be added at \$3,750 (unless noted otherwise): <ul style="list-style-type: none"> • 911 Contact Cards • Alarm Permits and related false alarm transactions. • Career Criminal Registry • Custom Alerts • External Documents • Field Investigations • Mug Shots to RMS • Personnel Equipment Inventory • Personnel Training • State Accident Report Information (\$10,000) • Vehicle Impound • Gun Permits • Orders of Protection • Pawn Shop Transactions • Stop Data Property Add-on: \$7,500
Additional CAD Sources: \$16,000	Additional RMS Sources: \$21,875 Optional modules listed above can be added at 50% of the cost Property Add-on: \$3,750

Note: Price may be lower if CAD and RMS data are coming from the same source
 For more information, visit www.tylertech.com

Empowering people who serve the public



Exhibit D
Invoice Sample

Invoice Sample	# of Users
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	\$ 186,008
Maintenance & Support Cost (6-months):	\$ 93,004
Cost per user (6-month):	
Entity X's # of Users:	
Base Amount:	
Base Amount + 10%:	

**INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE
OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

This Intergovernmental Agreement (“**Agreement**”) is between the County of Lake, a body politic and corporate operating under 55 ILCS 5/1-1001 *et seq.*, acting in concert with the Lake County Sheriff, an elected official (together, simply “**Sheriff**”), and [Lake Zurich], a municipal corporation operating under 65 ILCS 5/1-1-1 *et seq.* (“**Municipality**”). Together, the Sheriff and Municipality may be referred to below as “**Party/Parties**.”

Recitals

Whereas:

1. The County and Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*
2. As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County Sheriff, contracted with Tyler Technologies to license and support a Law Enforcement Records Management System (RMS). The RMS is a police reporting and records management system.
3. The Sheriff-Tyler contract includes a site license “for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County.” This Agreement relates only to the Records and Field Reporting components of the Sheriff-Tyler contract.
4. Municipality is located within the geographic confines of Lake County, Illinois.
5. Municipality seeks to join the Sheriff in using the RMS for records and reporting purposes, and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth below.

In light of the foregoing, the Parties agree as follows:

Article 1. Services Provided; Implementation; Additional Services.

- 1.1 **Services.** The RMS services included in the contract with Tyler, and which Municipality can use under this Agreement and the terms of the Tyler license, are listed on **Exhibit A** to this Agreement.
- 1.2 **Location.** The Sheriff, in cooperation with the Lake County Emergency Telephone System Board (LCETSB), will be responsible for maintaining the RMS on its servers, including providing updates to the servers and RMS. The RMS will be hosted in Lake County on servers in two geographically separate locations, such that any one location will enable the service’s operation. Access to

the RMS services will be through a site-to-site VPN connection. The RMS services will be redundantly backed up, including through the use of hardware and software services provided by Rubrik.com, to include malware and ransomware protection. Database backups and server snapshots will occur at regular intervals daily. The Lake County Sheriff is a member of the Multi-State Information Sharing & Analysis Center (MS-ISAC), and all municipalities participating in this IGA are encouraged to also participate in MS-ISAC.

1.3 Technical Support; FOIA.

- 1.3.1 The Sheriff's Office maintains 24/7 IT Support and will, to the best of its ability using those resources, support all users in troubleshooting technical issues arising from the RMS. Technical issues requiring the expertise of Tyler Technologies shall be coordinated by the Sheriff's IT personnel, provided that any costs that arise because they are outside of the Tyler-Sheriff RMS maintenance agreement shall be brought to the RMS Working Group, defined below, for discussion and consensus decision making.
- 1.3.2 Freedom of Information Act requests directed at the data of any particular municipality or agency shall be the responsibility of that municipality or agency. The Sheriff's Office may provide assistance to access information, when needed.

1.4 Implementation Costs. During the Sheriff's initial implementation of the RMS, the cost and terms of participating in the RMS is set forth on **Exhibit B** to this Agreement. Payment of the data conversion fee, as well as any modules selected by Municipality, shall be at the prices set forth in Exhibit B and be due upon the effective date of this Agreement. Implementation costs are separate from and in addition to the ongoing cost-sharing payments that shall be regularly due in six-month intervals, once the maintenance and support costs begin, which is scheduled for **May 2023**.

1.5 Additional Services. Any services not set forth on Exhibit A shall be "**Additional Services**." Additional Services may be added only with (a) the Sheriff's written consent, which shall be made in consultation with the RMS Working Group and the Chief's Advisory Committee (described below) and, if necessary, (b) a Statement of Work from Tyler, outlining the cost, which Municipality shall bear if the Additional Services are for the benefit of Municipality (as opposed to for the benefit of all RMS Users).

Article 2. Terms of Use.

2.1 RMS Working Group. Collaborative governance of the RMS shall occur through an RMS Working Group made up of one representative from each municipality or agency that uses the RMS, including Municipality. Among other tasks, the RMS Working Group shall be tasked with creating policies and

procedures related to the use, functionality, and further development of the RMS. The RMS Working Group shall also provide input into how future enhancements to the system are funded, whether from the “**Future Enhancements Account**,” described below, or otherwise.

2.2 **Chiefs’ Advisory Committee.** Each law enforcement agency participating in the RMS shall have the right to have its Chief (or, for the County, its Sheriff) participate in periodic meetings of a “Chief’s Advisory Committee,” the frequency of which shall be set by the Committee. A Chief or the Sheriff may also participate in the Committee through a designee. The Chiefs’ Advisory Committee shall provide input and guidance on major decisions related to the operational policies and further development of the RMS, and shall be responsible for fostering continuity and collaborative governance of the RMS and its continued use.

2.3 **Conditions of Use.** The Sheriff shall provide the RMS to the Municipality by assisting the Municipality’s staff in setting up a connection through which the Municipality can access and otherwise use the RMS. Such assistance shall encompass configuring the RMS to accommodate the users for which Municipality pays (with each agency or municipality being made up of multiple users), under the payment terms listed further below. Any integration assistance that cannot be performed by the Sheriff may require a statement of work (SOW) from Tyler Technologies, for which the Municipality must separately pay. If such an SOW is necessary, then the Sheriff will assist Municipality in obtaining it.

Use of the RMS shall be conditioned on the following:

2.3.1 **Authority to Control RMS.** The RMS, its systems, programs, and reports, shall remain solely under the control of the Sheriff, with input from the RMS Working Group and Chiefs’ Advisory Committee. No municipality or agency using the RMS shall have direct RMS programming access, or the right or ability to modify the RMS operating system, utilities or vendor software, and no RMS system administration authority. No municipality or agency shall have the right to install, or have installed, any software, programs (apps), or similar add-on components on the computer hardware operating the RMS system.

2.3.2 **Authority to Modify RMS.** For the benefit of all of the RMS’s users, including Municipality, the Sheriff shall retain the exclusive authority to program, modify, upgrade, administer and otherwise alter the RMS and its systems. The Sheriff shall provide reasonable notice of changes to the RMS and its systems that will affect the RMS’s users. For more significant changes that may affect Municipality’s ability to access the RMS on a more-than-temporary basis, the Sheriff will provide notice sufficient to allow Municipality to mitigate such access issues. Such notice shall be provided no less than 14 days prior to the change.

2.3.3 **Additional Agencies.** The Sheriff, with input from the RMS Working Group and Chiefs' Advisory Committee, retains the exclusive right to approve any additional agencies or units of local government that seek access to the RMS and its systems through Municipality or otherwise, under terms consistent with this Agreement. Any entities joining that exist outside of the geographic confines of Lake County may require the additional approval of Tyler Technologies.

2.3.4 **Connection; Equipment.** Municipality must at all times provide proper equipment and connections to the RMS servers to connect Municipality's users to the RMS. Municipality shall be responsible for the procurement of all third-party software and a sufficient internet connection (e.g., software for a firewall; a subscription to a business-grade internet connection) including updates, upgrades, service/maintenance packs, and hardware necessary to operate the system on its premises or in its vehicles.

2.3.5 **Payment.** Use of the RMS shall at all times be conditioned upon timely payment of the invoices issued every six months.

2.3.6 **Misuse of System.** Municipal or agency users who misuse the RMS system may have their access terminated. Misuse shall include without limitation: (a) accessing the system for purposes outside the scope of a user's employment; (b) creating security issues (including without limitation data breaches) that jeopardize the integrity of the system; (c) violating the policies and procedures created by the RMS Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The RMS Working Group shall assist in adjudicating disputes about access termination, or about the right to reestablish access to the system. Termination of a user's access for misusing the system shall not entitle Municipality to a pro rata refund of any invoice that has already been issued.

2.4 **Underlying License and Support Agreements; Changes.** The Sheriff shall maintain the RMS software license and maintenance and support agreement with Tyler Technologies to ensure the RMS services remain available and supported throughout the term (including renewal terms) of this Agreement. Additionally, the Sheriff agrees to notify Municipality if the Sheriff issues a request for proposals or begins other procurement processes to change the RMS from Tyler Technologies to another vendor. The Sheriff shall make any procurement documents available to Municipality at the time they are issued.

Article 3. Cost-Sharing; Payment Terms.

3.1 **Licensing Costs.** No license costs shall be due under the terms of this Agreement.

3.2 **Cost-Share Calculation; Future Enhancements Account.** To provide for the RMS's maintenance and support, Municipality agrees to share the total such costs with all other users of the RMS, pro rata (each Municipality or agency will have multiple "users," which are the individuals who access the RMS system). In addition, along with similar funding from the Sheriff's Office, Municipality agrees to fund an account that shall be dedicated to paying for future enhancements to the RMS. Money to fund the Future Enhancements Account shall be derived from a nonrefundable 10% surcharge on each invoice, and shall accrue until sufficient, either alone or with additional contributions, to pay for an enhancement that will benefit all users of the RMS. The decision to fund future enhancements from the Future Enhancements Account shall be made in consultation with the RMS Working Group. The Sheriff's Office shall fund the Future Enhancements Account under the same terms as Municipality.

By way of example, costs shall be calculated and invoiced every six months by calculating the number of system users and dividing that number by one-half the cost of the annual maintenance and support fee. By way of example, the first year's maintenance and support fee totals \$172,748.

The Sheriff has 550 users,
Municipality A has 50 users, and
Municipality B has 50 users.

The 6-month cost for to use the RMS would be:

$$(\$172,748 \div 650) \times [\# \text{ of Municipality Users, e.g. } 50] \div 2 \times 1.1 = \$7,309$$

3.3 **Invoices; Payment Terms.** Invoices for Municipality's cost-sharing amount shall be issued in May and November, starting in May 2023, using the invoicing template set forth in Exhibit C. All payments under this Agreement shall be made under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days.

Article 4. Designated Representative and Notices.

4.1 The Sheriff and Municipality shall each provide contact information for Designated Representatives who shall coordinate the services governed by this Agreement.

The Sheriff's Initial Designated Representative is: Jim Chamernik

Municipality's Initial Designated Representative is:

4.2 **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information

for the new Designated Representative in accordance with the "Notices" section of this Agreement.

4.3 Notices.

Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the Sheriff:

Attn: Jim Chamernik
25 S M.L.K. Jr Ave.
Waukegan, IL 60085
Email: JChamernik@lakecountyil.gov

To Municipality:

NAME
ADDRESS

Article 5. Acknowledgements and Other Provisions.

5.1

Force majeure. (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the "Nonperforming Party") will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party's inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.1(c).

(b) For purposes of this agreement, "Force Majeure Event" means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an event or circumstance that results in a party's not having sufficient funds to comply with an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary.

During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

- 5.2 **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the Sheriff (or to require the consent of the Municipality) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.
- 5.3 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.
- 5.4 **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.
- 5.5 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 5.6 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 5.7 **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of one year, unless terminated sooner in accordance with this agreement.

After the initial year, the Agreement will thereafter continue in force and effect from year to year, but either party may terminate it by giving written notice to the other party 90 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this Agreement.

5.7.1 **Data Ownership; Data Transfer Upon Termination.** At all times under this Agreement, data entered into the RMS by a Municipality (or Agency, as the case may be) shall be considered and remain the data of that Municipality or Agency. If a Municipality or Agency elects to terminate its participation in this Agreement, the Sheriff, in collaboration with Tyler Technologies where necessary, will assist in transferring the Municipality's or Agency's data to the entity in a customarily used database format (e.g., MS SQL). Any third-party costs (using resources outside of the Sheriff's Office) will be the responsibility of the Municipality or Agency requesting the data.

5.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

5.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

5.10 **Relationship of the Parties.** In providing services under this Agreement, the Sheriff shall act as an independent contractor.

5.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

5.12 **Insurance.**
Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including:

- (a) Unemployment and Workers Compensation Coverage.
- (b) Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence.
- (c) Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law.

5.13 **Indemnification.**

5.13.1 The Sheriff agrees to indemnify Municipality for all third-party claims, demands, damages, liabilities and costs incurred by Municipality that directly or indirectly result from, or arise in connection with, any negligent act or omission of the Sheriff, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.13.2 Municipality agrees to indemnify the Sheriff for all third-party claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, any negligent act or omission of

Municipality, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.14 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.

5.15 **Recitals.** The recitals above are incorporated into the body of this agreement.

5.16 **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake

By its

Date: _____

Municipality

By its

Date: _____

Exhibit A
RMS Services Provided
[Taken from Tyler RMS Contract, Exh. A]

Exhibit B
Pricing

[Taken from Tyler RMS Contract, Exh. J]

Exhibit C
Invoice Sample

Invoice Sample	# of Users
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	\$ 172,748
Maintenance & Support Cost (6-months):	\$ 86,374
Cost per user (6-month):	
Entity X's # of Users:	
Base Amount:	
Base Amount + 10%:	



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER
Human Resources Division

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: May 16, 2022

To: Ray Keller, Village Manager *PK*

From: Douglas Gibson, Director of Human Resources

Subject: Affiliate Agreement, Lake Zurich Baseball and Softball Association

Issue: The Village has had a long-standing affiliate agreement with the Lake Zurich Baseball and Softball Association (LZBSA) regarding the use of Village owned fields and amenities. The agreement is set to expire at the end of 2022.

Analysis: The Village of Lake Zurich recognizes that certain organizations exist within the community whose mission is to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with the Lake Zurich Baseball and Softball Association (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

Recommendation: Approval of the attached Affiliate Agreement and the attached concession stand lease located at Staples Park.

w/Attachments:

- Affiliate Agreement with the Lake Zurich Baseball and Softball Association
- Lease Agreement for Concession Stand Property at Staples Park

Affiliate Agreement
Village of Lake Zurich and the Lake Zurich Baseball and Softball Association

Purpose

The Village of Lake Zurich (hereafter "Village") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with the Lake Zurich Baseball and Softball Association (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

Criteria and Conditions

- The Village agrees to cut the grass outside of the ballfield play areas ("common areas") and maintain the common areas, including the walking paths and parking lots as the Village deems appropriate at the following Village-owned parks: Staples, Hunters Creek, Chestnut Corners, Braemar, and Wicklow Ball Field (Oakwood). The Affiliate will be responsible for the maintenance of inside the ballfield play areas.
- The Village, being the sole owner of the structure used as the concession stand at Staples Park will maintain the structure and have 24/7 access to said structure.
- The Affiliate will have access to the concession stand and will be responsible for any activities that occur within the interior of the structure per any ancillary user agreements (see appendix A).
- The Village Reserves the right to schedule any unused dates for use by the Village or another organization.
- The Affiliate will be responsible for garbage collection including liners, bags, and/or other forms of totes at the afore mentioned ballfields on days when the Affiliate has use of the grounds. At the end of the day the Affiliate will empty all receptacles and all refuse will be brought to the Staples Park corral. The Village will provide adequate trash receptacles at the various sites and will be responsible for the Staples Park dumpster.
- The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.

1 | Page

- The Affiliate shall conduct its own financial business and be financially self-supporting.
- The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
 - Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Village programs.
 - At least 51% of the members/participants of the Affiliate must be residents of the Village of Lake Zurich.
- Within 5 business days, the Affiliate agrees to provide the Village with complete copies of any of its governing documents, schedules, bylaws, or operational guidelines which may be requested by the Village. The Village and Affiliate may mutually agree in writing to additional time for the production of such documents.
- The Affiliate shall provide a list of its officers to the Village annually or as otherwise requested by the Village. The Affiliate will designate one individual as the primary contact to the Village.
- The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village.
- The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively the "Affiliate Group") are employed by, agents of, nor entitled to any benefits or protections afforded employees or volunteers of the Village and are not bound by any obligations as employees of the Village.
- The Affiliate Group will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate Group activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
- Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Intergovernmental Risk Management Agency "IRMA".
- The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
- The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.
- All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- The responsibilities of treasurer or person(s) handling the Affiliate funds shall not be placed solely with one

person. Checks written on the Affiliate bank account must require two signatures. The two persons with access to the Affiliate's accounts cannot be related to one another.

- The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
- Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
- The Affiliate agrees to arrange for criminal background checks to be conducted by a reputable third party for the designated managers and coaches for all teams comprised of players under eighteen (18) years of age. Such background checks will include a search of sex offender registries.
- The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested by the Village, the Affiliate will provide the Village with the name of the third party retained in any given year to conduct such background checks and describe the background check package selected by the Affiliate so that the Village can confirm the scope of the background checks conducted on behalf of the Affiliate.
- The Affiliate understands and agrees that it is solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
- Registration for membership/tryouts must not exclude residents of the Village that meet all requirements for such membership/tryouts.
- The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
- The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
- The Affiliate and Village agree to meet annually reviewing the agreement and evaluating the season by September 30.

Facility Use

- The Village hereby authorizes the Affiliate to use and operate Staples, Hunters Creek, Chestnut Corner, Braemar and Wicklow (Oakwood) baseball fields as they are presently constituted for baseball or softball activities authorized by the Affiliate.
- The Village acknowledges that the baseball fields are important to the Affiliate in conducting its own financial business and maintaining its financial self-sufficiency in accordance with above.

- Priority scheduling for the Village ballfields will be as follows:
 - Village of Lake Zurich
 - Affiliate
 - *Community Groups
 - *Residents
 - *Non-Residents

*These classified groups will be charged a fee based on the approved policy. If one of these groups rents the fields for baseball practices, games or camps, the rental revenue will be collected and kept by the Village. The Village agrees to contact Affiliate to coordinate the rental schedule.

- It is the sole responsibility of the Affiliate to determine whether any field for which Affiliate is granted a license hereunder is safe, suitable, and/or appropriate for any intended use by the Affiliate, despite any notice provided to the Village, including, but not limited to, weather conditions, soil or other unsafe circumstances or field conditions. If the fields are not safe, they should not be used.
- The Affiliate shall promptly report to the Village any unsafe condition of which the Affiliate becomes aware on any of the fields for which the Affiliate is granted a licensehereunder (subsurface conditions, holes in sports fields, broken equipment, etc.).
- The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
- The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any Affiliate property or equipment brought upon or stored on Village property.
- The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.
- The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel or reschedule meetings based upon Village needs.
- The Village shall keep in force at all times during the term of this agreement Commercial General Liability Insurance or self-insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis. Neither the purchase of this insurance nor the provisions of this section shall serve to limit or waive in any fashion the Village's protections from liability under Illinois law or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, as amended.

Improvement, Repair, Replacement and Acquisition Costs

- Purchases must be approved by a majority vote by the Village and Affiliate Boards according to the respective agencies purchasing policies.
- The Affiliate agrees to pay one hundred (100%) for costs associated with any equipment storage facility that is provided by the Affiliate and used for storage of Affiliate equipment.
- The Village shall have no obligation to undertake any projects or improvements related to any of the

property covered by this Agreement.

- The Affiliate will work with the Village, to the extent reasonably possible, to contribute to the maintenance, repair and improvement of fields used by the Affiliate but under no circumstance will the Affiliate be required to contribute to such maintenance, repairs or improvements without prior written approval by the Affiliate.

Advertisement

- The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the group. A copy of the Village's Program Guide Production Timeline, which established deadlines for promotional copy, will be given the group on an annual basis.

Insurance and Indemnification

- The Affiliate shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliate's activities:

Commercial General Liability Insurance

- Affiliate shall provide, on an annual basis on or before March 1st of each year, a Certificate of Insurance evidencing general liability insurance for the Affiliate with limits not less than \$1,000,000 for personal injury and property damage combined and \$2,000,000 aggregate for personal injury and property damage combined. Affiliate shall also name the Village as an additional insured on the aforementioned general liability insurance and the Affiliate's policy shall be designated as primary in coverage as to any injury or damage arising out of Affiliate's programs or activities.

Workers Compensation Insurance

- If applicable, the Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

General Insurance Provisions

Evidence of Insurance

- Upon request, the Affiliate shall provide a certificate of insurance as evidence that the insurance requirements under this Agreement are current and remain in effect. All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein except for notices of cancellation for non-payment which shall be 10 (ten days). Written notice to the Village shall be by certified mail, return receipt requested.
- Failure of a party to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.
- The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using any field for which Affiliate is granted authorization hereunder until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- Failure to maintain the required insurance may result in termination of this agreement at Village's

option.

- The Affiliate shall provide certified copies of all insurance policies from its insurers required above within 10 days of the execution of this agreement.

Acceptability of Insurers

- For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the AM. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

Deductibles and Self-Insured Retentions

- Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects to the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

Indemnification

- The Affiliate shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the Affiliate's conduct or management of the fields for which Affiliate is granted a license hereunder, any business or activity therein that is related to the activities of the Affiliate, or any work or thing whatsoever done by Affiliate, or condition created in or about the fields by Affiliate; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any field for which Affiliate is granted a license hereunder that is related to the activities of the Affiliate, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.
- The Village agrees to indemnify and hold harmless the Affiliate, and its officers, agents, employees, members, participants and volunteers, from any and all claims, causes of action or liability arising out of or from the use of the fields by the Village, including but not limited to any claim made by any spectator, guest, invitee or trespasser for personal injury or property damage sustained by any such person or entity in any of the fields caused solely by the Village's use of the fields, unless the claim, cause of action or liability arises solely from the negligence or wrongful conduct of the Affiliate and/or any officer, agent, employee, participant, member or volunteer of the Affiliate. This provision shall not be construed to negate, abridge, or otherwise reduce the indemnification obligations of the Affiliate as stated in Section IV 4(a) above, and the Affiliate's obligation to inspect and maintain the fields prior to and during their use, regardless of their use by any other party, including the Village.
- This provision shall not be construed to limit the Village's immunities as provided in the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1, et seq.

No Third-Party Beneficiary

- This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any rightor benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

Termination and Duration

- The initial term of this Agreement shall commence on the date hereof and end on December 31, 2024. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least six (6) months prior to the annual renewal date of its intention not to renew the agreement, unless the Parties otherwise mutually agree in writing to terminate the Agreement.
- The Village retains the right to terminate this Agreement due to a breach by the Affiliate of its obligations under this Agreement, due to misconduct of the Affiliate or for misuse of property by the Affiliate, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Village residents, as reasonably determined by the Village.
- The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

Village of Lake Zurich

Date

Lake Zurich Baseball and Softball Association

Date

**LEASE AGREEMENT FOR CONCESSION STAND PROPERTY AT STAPLES PARK, 510
REDBRIDGE ROAD, VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS**

THIS LEASE AGREEMENT ("Lease"), is made and entered into as of the 10th day of March by and between the **VILLAGE OF LAKE ZURICH, ILLINOIS**, an Illinois municipal corporation, located in Lake County, Illinois (the "Village"), and **LAKE ZURICH BASEBALL AND SOFTBALL ASSOCIATION** (the "Lessee").

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

Lessee: Lake Zurich Baseball and Softball Association
PO Box 411, Lake Zurich, IL 60047 ("Lessee")

Premises: Concession Stand facility located at 510 Redbridge Road, Lake Zurich, Illinois

- A. **Access:** Village shall have access to the interior and surrounding grounds of the Concession stand 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 concession and storage of equipment, as a public amenity Village park property. 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 Concession stand shall be limited to park hours.
- D. **Months of Operation:** April through October
- E. **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.
- F. **Rent and Late Fees:** Lessee shall pay Village monthly rent of \$0.00. The rental payment is due on the 1st day of the month. Rental payments received by the Village later than the 10th 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.
- G. **Subletting:** Lessee shall not assign this Lease nor sublet any portion of the Premises without prior written consent of the Village.
- H. **Utilities:** Lessee shall not be responsible for 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.

- I. **Security Deposit:** Upon execution of the Lease, Lessee shall deposit with the Village a Security deposit of \$0.00 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.
- J. **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 Concession stand on the Premises, including the Lake County Health Department and Illinois Department of Public Health code requirements.
- K. **Garbage and Bathrooms:** Lessee shall be responsible for maintaining the public bathrooms, replacement of paper products, hand soaps and waste collection at Staples Park daily during their hours of operation. Lessee shall be responsible for keeping Concession stand, and immediate surrounding area clean and sanitary at all times during the term of this Lease, including emptying garbage cans immediately surrounding the Concession stand. The Village will supply garbage receptacles for use.
- L. **Equipment:** Lessee shall be responsible for maintenance of all equipment, whether owned or installed by Lessee or Village. 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.
- M. **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.
- N. **Alterations or Damage:** Lessee shall cause any alterations to the Concession stand 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 Concession stand or Premises caused by Lessee or Lessee's use of the Concession stand or Premises.
- O. **Insurance to be Maintained by Village:** The Village shall maintain insurance covering the Premises.
- P. **Insurance to be Maintained by Lessee:** Lessee shall purchase at its own expense and keep in force during this Lease, a policy or policies or 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.

- Q. **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 Concession stand, or any complaint of such, immediately upon the occurrence of or upon learning of such matter.
- R. **Notice of Hazardous Condition(s) or Complaints:** Lessee shall advise the Village, in writing, or any condition of or on the Premises or within the Concession stand that constitutes a hazard or danger, or of any complaints of such, that come to the attention of Lessee.
- S. **Taxes and Costs:** Lessee shall pay all applicable taxes on revenue generated at the Concession stand. Except as provided herein, Lessee shall be responsible for all costs, expenses and fees associated with its service of food and beverages on the Premises and its operation of the Concession stand.
- T. **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 Concession stand operation.
- U. **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 Staples 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.
- V. **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 Concession stand as provided herein, with all mechanicals, plumbing, and HVAC systems to be delivered and kept in good working order by the Village.
- W. **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.
- X. **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 Concession stand 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 Concession stand 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 Concession stand; (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 Concession stand 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; claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease; (i) 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 Concession stand 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 Concession stand during the Term, excluding, however, any violation of any Environmental Law resulting from 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 Concession stand, damages for the loss or restriction on use of any space or amenity within the Premises or the Concession stand, damages arising from any adverse impact on marketing space in the Premises or the Concession stand, 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 Concession stand, and Lessee agrees to look solely to the Village's interest in the Premises or Concession stand 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.

Y. **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
Village Manager
70 E. Main Street
Lake Zurich, IL 60047

Lake Zurich Baseball and
Softball Association

Z. **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.

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

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

CC. **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 the Lake Zurich Baseball and Softball Association have caused this Agreement to be executed and attested after the date approved hereof and authorization thereof of their corporate authorities this _____ day of _____, 2022.

VILLAGE OF LAKE ZURICH

Printed name: _____

Signature: _____ Title: _____

ATTEST:

Printed name: _____

Signature: _____ Title: _____

Lake Zurich Baseball and Softball Association

Printed name: _____

Signature: _____ Title: _____

ATTEST:
Printed name: _____

Signature: _____ Title: _____



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: May 4, 2022

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Public Works Director

Subject: Bid Award: N. Old Rand Rd On Street Parking Improvements

Issue: The FY2022 budget includes \$150,000 in the Capital Projects Fund for construction of on street parking improvements on N. Old Rand Road.

Background: In an effort to provide ample parking throughout the Main Street District (MSD), Village staff proposed an opportunity to provide additional parking on North Old Rand Road. The additional parking would help to alleviate resident concerns of overflow parking within the adjacent residential areas.

The proposed project consists of the new construction of an on-street parking lot with 16 angled spaces located along the west side of North Old Rand Road between Forest Avenue and Oak Street in front of Breezewald Park.

In addition to the parking improvements, new sidewalks will be installed adjacent to the parking spaces that will provide connections to the existing walking paths within the park. Also, the pedestrian crossing at the Forest Avenue will be upgraded with ADA landings on both the east and west sides of North Old Rand. Advanced warning signs, and a Rectangular Rapid Flashing Beacon (RRFB) will be installed to enhance pedestrian safety while crossing at that location.

Also, with the construction of the parking area there are two trees that were identified to be in conflict with the project. The Village Arborist provided an assessment on both of the trees as well as recommendations for care of other trees adjacent to the project area.

The first tree, a Black Locust is in poor condition. The upper portion of the tree contains shelf fungi with signs of decay present throughout the canopy of the tree. In addition, the base of the tree has decay measured within two feet of ground level and a definitive hollow section on the west side of the trunk.

The second tree, an Oak tree is in fair condition, with several dead or dying limbs throughout the canopy. In addition, it was noted that the main leader of the tree was damaged in a previous weather

event, and that the tree has a significant lean towards the roadway that could pose a potential safety concern if the tree was to fall.

Staff is recommending that two trees be planted post construction in the fall of 2022 to account for the two trees to be removed. In addition, staff is also recommending that ground aeration be provided to alleviate ground compaction and that root feeding treatments be performed on the existing trees post construction.

Analysis: The bid opening on April 25, 2022, yielded two (2) bids. The bid results are shown below. The lowest responsible bid was received from Chicagoland Paving of Lake Zurich, Illinois. The staff has reviewed the bid and the bidder's references and has found the company to be a competent and reputable contractor.

Table I - Bid Results

<u>Company Name</u>	<u>Bid Amount</u>
Chicagoland Paving	\$120,743.29
Evans & Sons Paving	\$160,377.84

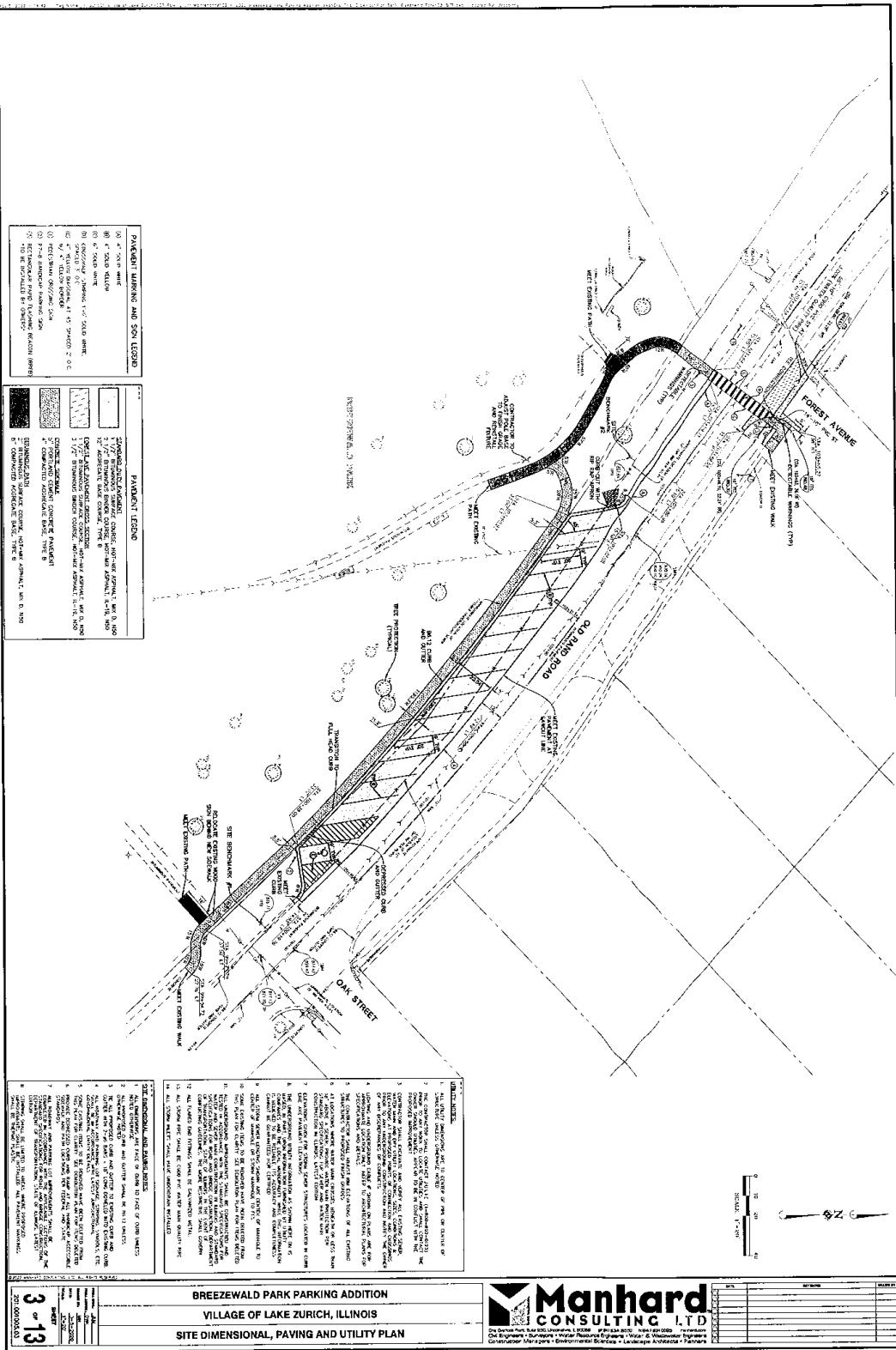
A summary of the proposed budget for this project is provided below:

N. Old Rand Rd On Street Parking Improvements	
Construction (Base Project)	\$120,750
Engineering	\$17,250
Contingency (10%)	\$12,000
Total	\$150,000

Recommendation: Award the contract with Chicagoland Paving of Lake Zurich, Illinois for \$120,743.29, with a total project expenditure with contingency and engineering not to exceed \$150,000.00.

W/Attachments:

1. Plan Sheet of Project Limits
2. Village Arborist Tree Assessment
3. Bid Tabulation
4. Submitted Bid Proposal – Chicagoland Paving, Inc.





At the Heart of Community

PUBLIC WORKS DEPARTMENT
505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: April 28, 2022
To: Michael J. Brown, Public Works Director
From: Shawn Walkington, Village Arborist
Subject: **North Old Rand Parking Improvements**

Issue: Review of North Old Rand Parking Improvements

Analysis: Staff has reviewed the proposed plans and found two (2) trees directly in conflict with the improvement.

The first tree is a Black Locust which is in poor condition. The upper portion of the tree contains shelf fungi with signs of decay present in some of the branches throughout the canopy. The base of the tree has decay measured within two feet of ground level as well as a definitive hollow section on the west side of the trunk.

The second tree is an Oak tree located within the Southern limit of the improvement, which is deemed to be in fair condition. The main leader within the upper portion of the tree was damaged in a previous weather event. Several dead or dying limbs were noted in the canopy. The tree is leaning to the north directly adjacent to the roadway creating the potential hazard for pedestrians and the motoring public if the tree was to fall.

Recommendation: The Village Arborist recommends removal of the Locust tree regardless of the proposed project's viability. All project activities must adhere to the Village's Code for Construction Activity Protection Plan (7-6-4-3). A post construction evaluation of the affected areas will be conducted by the Village Arborist to assess the health of existing trees. Core aeration and treatment of root systems will be performed.

Staff has scheduled for two (2) additional Oak trees to be planted within the park this year at locations not yet determined.

W/Attachments:

1. Photo-Black Locust to be removed
2. Photo-Black Locust trunk decay
3. Photo-Oak tree within project limits

Exhibit 1



Black Locust to be removed

Poor condition

Exhibit 2



Black Locust truck decay

Poor condition

Exhibit 3



Oak tree within South project limit

Fair condition

Village of Lake Zurich, Illinois

N. Old Rand Rd On Street Parking Improvements

Bid Date/Time: April 25, 2022/10:00 AM

Engineer's Job No.: 201001007.02

No	Item	Schroeder Asphalt			Apparent Low Bidder		
		Unit	QTY	Unit Price	1 Total	Unit Price	2 Total
1	Hot-mix Asphalt Surface Removal (full depth)	SY	270	\$ 20.00	\$ 5,400.00	\$ 10.00	\$ 2,700.00
2	Site Grading (complete)	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00
3	Erosion Control (complete)	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00
4	Aggregate Base Course, Type B, 4"	SY	280	\$ 9.00	\$ 2,520.00	\$ 5.00	\$ 1,400.00
5	Aggregate Base Course, Type B, 8"	SY	85	\$ 16.00	\$ 1,360.00	\$ 10.00	\$ 850.00
6	Aggregate Base Course, Type B, 12"	SY	550	\$ 22.00	\$ 12,100.00	\$ 15.00	\$ 825.00
7	Hot-Mix Asphalt Surface Course, MIX "D", NS0	TON	60	\$ 175.00	\$ 10,500.00	\$ 175.00	\$ 10,500.00
8	Hot-Mix Asphalt Binder Course, IL-19.0, NS0	TON	90	\$ 150.00	\$ 13,500.00	\$ 100.00	\$ 9,000.00
9	Bituminous Materials (Track Coat)	POUND	454	\$ 0.01	\$ 4.54	\$ 0.01	\$ 4.54
10	Geotechnical Fabric for Ground Stabilization	SY	25	\$ 5.00	\$ 125.00	\$ 5.00	\$ 125.00
11	Aggregate Subgrade Improvement	CY	60	\$ 70.00	\$ 4,200.00	\$ 20.00	\$ 1,200.00
12	Combination Curb & Gutter Removal	LF	5	\$ 15.00	\$ 75.00	\$ 50.00	\$ 250.00
13	Combination Curb & Gutter, B-6.12	LF	285	\$ 51.25	\$ 14,606.25	\$ 44.50	\$ 12,682.50
14	Portland Cement Concrete Sidewalk Removal	SF	290	\$ 2.00	\$ 580.00	\$ 2.00	\$ 580.00
15	Portland Cement Concrete Sidewalk, 5"	SF	2,520	\$ 10.00	\$ 25,200.00	\$ 8.00	\$ 20,160.00
16	Detectable Warnings	SF	50	\$ 26.00	\$ 1,300.00	\$ 34.00	\$ 1,700.00
17	Stone Rip Rap, Class A3	SY	8	\$ 78.00	\$ 624.00	\$ 125.00	\$ 1,000.00
18	Filter Fabric	SY	10	\$ 5.25	\$ 52.50	\$ 10.00	\$ 100.00
19	Remove & Replace PVC Culvert, 10"	LF	69	\$ 197.00	\$ 13,593.00	\$ 106.00	\$ 7,314.00
20	Metal Flared End Section, 10"	EACH	3	\$ 825.00	\$ 2,475.00	\$ 1,010.00	\$ 3,030.00
21	Thermoplastic Pavement Marking, 4"	LF	1,000	\$ 1.30	\$ 1,300.00	\$ 2.90	\$ 2,900.00
22	Thermoplastic Pavement Marking, 6"	LF	75	\$ 2.40	\$ 180.00	\$ 3.50	\$ 262.50
23	Thermoplastic Pavement Marking, 12"	LF	72	\$ 4.75	\$ 342.00	\$ 5.75	\$ 414.00
24	Thermoplastic Pavement Marking, L&S	SF	3	\$ 10.50	\$ 32.55	\$ 57.50	\$ 178.25
25	Temporary Information Sign	SF	51	\$ 28.00	\$ 1,428.00	\$ 17.50	\$ 892.50
26	Grading and Shaping of Turf Areas	SY	1,500	\$ 10.50	\$ 15,750.00	\$ 7.50	\$ 11,250.00
27	Tree Removal (Over 15 Units)	EACH	2	\$ 1,565.00	\$ 3,130.00	\$ 750.00	\$ 1,500.00
28	Traffic Control & Protection	LS	1	\$ 5,000.00	\$ 5,000.00	\$ 1,000.00	\$ 1,000.00
TOTAL BASE BID				\$ 160,377.84			\$ 120,743.29



Illinois Department
of Transportation

Local Public Agency
Formal Contract Proposal

APR 25 2022



COVER SHEET

Proposal Submitted By:

Contractor's Name

Contractor's Address	City	State	Zip Code
225 Telser Rd	Lake Zurich	IL	60047

STATE OF ILLINOIS

Local Public Agency	County	Section Number
Village of Lake Zurich	Lake	
Route(s) (Street/Road Name)	Type of Funds	
Breezewald Park	Non-Home Rule Sales Tax	

Proposal Only Proposal and Plans Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project		For a Municipal Project	
Submitted/Approved	Highway Commissioner Signature	Submitted/Approved/Passed	Signature
	Date		Date
Submitted/Approved	County Engineer/Superintendent of Highways	Official Title	Director of Public Works
	Date		
Department of Transportation			
Released for bid based on limited review			
Regional Engineer Signature		Date	

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

22-150 8156601
 BID DATE: ~~3-28-22~~ 4-25-22
 BID TIME: 10:00
 COMPLETE DATE/DAYS ~~5/25/22~~ 7-1-22

ADDENDUM NO. 1
VILLAGE OF LAKE ZURICH
BREEZEWALD PARK PARKING ADDITION

March 23, 2022

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Only questions answered by formal written Addendum will be binding. Oral and other interpretations or clarifications will be without legal effect.

ADDENDUM NO. 1

Bidders shall acknowledge receipt of this Addendum by signing below.

This Addendum No. 1 contains the following project update:

The current project bid opening date has been extended to April 25th, 2022. All bids must be placed in a sealed envelope and clearly marked on the outside: Breezewald Park Parking Addition. Sealed bids will be received by the Village of Lake Zurich, 70 E. Main St., Lake Zurich, Illinois 60047, until 10:00 a.m., Monday, April 25th, 2022.

Please direct any questions to Peter Stoehr, Manager of Government Services, at (847) 325-7318 or pstoehr@manhard.com.

Signed:

Julie C. Heideman
Julie Heideman
Printed Name
Chicagoland Paving
Name of Company

REVISIONS:

1. **Revised Special Provisions: Contract Period and Extensions**
 - a. The Notice to Proceed is anticipated to be issued on or about May 16, 2022.
 - b. All contract work is expected to start upon receipt of the notice to proceed and be substantially completed by July 1st, 2022.
2. **Revised BLR 12200 Form (Page 2 and Page 3)**
 - a. Sealed proposals for the project described below will be received at the office of Village Hall, 70 E. Main Street, Lake Zurich, Illinois 60047 until 10:00AM on 04/25/22.
 - b. Sealed proposals will be opened and read publicly at the office of Village Hall, 70 E. Main Street, Lake Zurich, Illinois 60047 until 10:00AM on 04/25/22.
 - c. The undersigned agrees to complete work by 07/01/22 unless additional time is granted in accordance with the specifications.

End of Addendum # 1.



Illinois Department
of Transportation



Schedule of Prices

Contractor's Name

chicagoland paving

Contractor's Address

225 TELSER RD

City

Lake Zurich

State Zip Code

IL 60047

Local Public Agency

County

Section Number

Village of Lake Zurich

Lake

2022 Parking Addition

Route(s) (Street/Road Name)

Various

Schedule for Multiple Bids

Combination Letter	Section Included in Combinations	Total

Schedule for Single Bid

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

Item Number	Items	Unit	Quantity	Unit Price	Total
1	Hot-Mix Asphalt Surface Removal (Full Depth)	SY	270	10 -	2,700 -
2	Site Grading (Complete)	LS	1	20,000 -	20,000 -
3	Erosion Control (Complete)	LS	1	1,500 -	1,500 -
4	Aggregate Base Course, Type B, 4"	SY	280	5 -	1,400 -
5	Aggregate Base Course, Type B, 8"	SY	85	10 -	850 -
6	Aggregate Base Course, Type B, 12"	SY	550	15 -	8,250 -
7	Hot-Mix Asphalt Surface Course, Mix "D", N50	TON	60	175 -	10,500 -
8	Hot-Mix Asphalt Binder Course, IL-19.0, N50	TON	90	100 -	9,000 -
9	Bituminous Materials (Tack Coat)	POUND	454	.01	4.54
10	Geotechnical Fabric for Ground Stabilization	SY	25	5 -	125 -
11	Aggregate Subgrade Improvement	CY	60	20 -	1,200 -
12	Combination Curb & Gutter Removal	LF	5	50 -	250 -
13	Combination Curb & Gutter, Type B-6.12	LF	285	44.50	12,682.50
14	Portland Cement Concrete Sidewalk Removal	SF	290	2 -	580 -
15	Portland Cement Concrete Sidewalk, 5 Inch	SF	2520	8 -	20,160 -
16	Detectable Warnings	SF	50	34 -	1,700 -
17	Stone Rip Rap, Class A3	SY	8	125 -	1,000 -
18	Filter Fabric	SY	10	10 -	100 -
19	Remove & Replace PVC Culvert, 10"	LF	69	104 -	7,314 -
20	Metal Flared End Section, 10"	EACH	3	1,010 -	3,030 -
21	Thermoplastic Pavement Marking, 4"	LF	1000	2.90	2,900 -
22	Thermoplastic Pavement Marking, 0"	LF	75	3.50	262.50
23	Thermoplastic Pavement Marking, 12"	LF	72	5.75	414 -
24	Thermoplastic Pavement Marking, L&S	SF	3.1	57.50	178.25
25	Temporary Information Sign	SF	51	17.50	892.50
26	Grading and Shaping of Turf Areas	SY	1500	7.50	11,250 -
27	Tree Removal (Over 15 Units)	EACH	2	750 -	1,500 -
28	Traffic Control & Protection	LS	1	1,000 -	1,000 -
Bidders Total Proposal					\$ 120,743.29



Illinois Department
of Transportation

Affidavit of Illinois Business Office



Local Public Agency	County	Street Name/Road Name	Section Number
Village of Lake Zurich	Lake	Various	

I, William R. Bowes of Kildeer, IL,
Name of Affiant City of Affiant State of Affiant

being first duly sworn upon oath, state as follows:

- That I am the V.P. of chicagoland Paving.
- Officer or Position Bidder
- That I have personal knowledge of the facts herein stated.
- That, if selected under the proposal described above, chicagoland Paving, will maintain a business office in the State of Illinois, which will be located in Lake County, Illinois.
- That this business office will serve as the primary place of employment for any persons employed in the construction contemplated by this proposal.
- That this Affidavit is given as a requirement of state law as provided in Section 30-22(8) of the Illinois Procurement Code.

Signature	Date
	4/25/22
Print Name of Affiant	
<u>William R. Bowes, V.P.</u>	

Notary Public

State of IL

County Cook

Signed (or subscribed or attested) before me on 4/25/22 by
(date)

William R. Bowes, chicagoland Paving,
(name/s of person/s) Bidder, authorized agent(s) of



Signature of Notary Public

My commission expires <u>11/07/22</u>



Illinois Department
of Transportation

Apprenticeship or Training
Program Certification

[Return with Bid](#)

Route	_____
County	_____
Local Agency	_____
Section	_____

All contractors are required to complete the following certification:

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

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

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

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

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

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

Bidder: Chicagoland Paving Contractors Inc.
225 Telser Road
Address: Lake Zurich, IL 60047

By: V.P.
(Signature)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	2022 Parking Addition	Breezewald Park

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village Hall,
70 E. Main Street, Lake Zurich, Illinois 60047 Name of Office
until 10:00 AM on 04/25/22
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall,
70 E. Main Street, Lake Zurich, Illinois 60047 Name of Office
at 10:00 AM on 04/25/22
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Breezewald Park (N Old Rand Road & Oak Street)	N/A

Proposed Improvement

Erosion control installation, full depth pavement removal, site grading (complete), installation of pipe culverts, HMA and PCC sidewalk removal and installation, curb and gutter installation, aggregate base installation, paving of HMA Binder and Surface, pavement marking, and various related items.

1. Plans and proposal forms will be available in the office of www.questcdn.com, project #8156601, for a non-refundable \$30.00.
2. Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	2022 Parking Addition	Breezewald Park

1. Proposal of Chicagoland Paving Contractors Inc.
225 Telser Road
Lake Zurich, IL 60047
2. The plans for the proposed work are those prepared by Manhard Consulting, Ltd.
and approved by the Department of Transportation on _____.
3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.
4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.
5. The undersigned agrees to complete the work within _____ working days or by 07/01/22 unless additional time is granted in accordance with the specifications.
6. The successful bidder at the time of execution of the contract will be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.
7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products or the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.
8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.
9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.
10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will _____ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Lake Zurich _____ Treasurer of the Village of Lake Zurich _____.

The amount of the check is _____ (_____).

Attach Cashier's Check or Certified Check Here

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number _____.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake		Breezewald Park

NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village Hall,
70 E. Main Street, Lake Zurich, Illinois 60047 Name of Office
until 10:00 AM on 03/28/22
 Address Time Date

Sealed proposals will be opened and read publicly at the office of Village Hall,
70 E. Main Street, Lake Zurich, Illinois 60047 Name of Office
at 10:00 AM on 03/28/22
 Address Time Date

DESCRIPTION OF WORK

Location	Project Length
Breezewald Park (N Old Rand Road & Oak Street)	N/A

Proposed Improvement

Erosion control installation, full depth pavement removal, site grading (complete), installation of pipe culverts, HMA and PCC sidewalk removal and installation, curb and gutter installation, aggregate base installation, paving of HMA Binder and Surface, pavement marking, and various related items.

1. Plans and proposal forms will be available in the office of www.questcdn.com, project #8156601, for a non-refundable \$30.00.
2. Prequalification
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
 - a. Local Public Agency Formal Contract Proposal (BLR 12200)
 - b. Schedule of Prices (BLR 12201)
 - c. Proposal Bid Bond (BLR 12230) (if applicable)
 - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
 - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency Village of Lake Zurich	County Lake	Section Number	Route(s) (Street/Road Name) Breezewald Park
---	----------------	----------------	--

SIGNATURES

(If an individual)

Signature of Bidder

Date

Business Address

City

State Zip Code

--	--	--

(If a partnership)

Firm Name

Signature

Date

Title

Business Address

City

State Zip Code

--	--	--

Insert the Names and Addresses of all Partners

--

(If a corporation)

Corporate Name

chicagoland Paving	Date
--------------------	------

Signature

4/25/22

Title

V.P.

Business Address

225 Telser Rd

City

State Zip Code

Lake Zurich	IL	60047
-------------	----	-------

Insert Names of Officers

President

KEVIN Mertz

Secretary / V.P.

William R. Bowes

Treasurer

--

Attest:

John C. Ira

Secretary Attest.

Printed 03/15/22

Page 5 of 5

BLR 12200 (Rev. 01/21/21)

CHICAGOLAND PAVING CONTRACTORS, INC.
225 TELSER ROAD
LAKE ZURICH, IL 60047
Tel: 847-550-9681 Fax: 847-550-9684
Office@chicagolandpaving.com

Certificate of Resolution

I, Kevin Meartz, President of CHICAGOLAND PAVING CONTRACTORS, Inc., an Illinois corporation (the Corporation) hereby certifies that the following resolutions were unanimously adopted by the Shareholders and Directors of the Corporation by consent of the Shareholders and Directors dated May 26, 1988:

RESOLVED, that CHICAGOLAND PAVING CONTRACTORS, INC., an Illinois Corporation (the Corporation) authorizes William R. Bowes, to have the authority to sign and enter into a contract on behalf of CHICAGOLAND PAVING CONTRACTORS, Inc.

FURTHER RESOLVED, that any one or more of the President and any Secretary or Assistant Secretary of the Corporation are authorized, empowered and directed to execute and deliver on behalf of the Corporation, such documents and agreements as they or any of them determine to be necessary or advisable to effectuate the foregoing resolutions.

Executed in Lake Zurich, IL on May 26, 1988.

By: 
Kevin Meartz, President



Illinois Department
of Transportation

Local Public Agency
Proposal Bid Bond

Bond Number: 2514939



Local Public Agency Village of Lake Zurich	County Lake	Section Number
---	----------------	----------------

WE, Chicagoland Paving Contractors, Inc., 225 Telser Road, Lake Zurich, IL 60047 as PRINCIPAL, and

West Bend Mutual Insurance Company, 1900 South 18th Avenue, West Bend, WI 53095 as SURETY, are held jointly, severally and firmly bound unto the above Local Public Agency (hereafter referred to as "LPA") in the penal sum of 5% of the total bid price, or for the amount specified in the proposal documents in effect on the date of invitation for bids, whichever is the lesser sum. We bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly pay to the LPA this sum under the conditions of this Instrument.

WHEREAS THE CONDITION OF THE FOREGOING OBLIGATION IS SUCH that, the said PRINCIPAL is submitting a written proposal to the LPA acting through its awarding authority for the construction of the work designated as the above section.

THEREFORE If the proposal is accepted and a contract awarded to the PRINCIPAL by the LPA for the above designated section and the PRINCIPAL shall within fifteen (15) days after award enter into a formal contract, furnish surely guaranteeing the faithful performance of the work, and furnish evidence of the required insurance coverage, all as provided in the "Standard Specifications for Road and Bridge Construction" and applicable Supplemental Specifications, then this obligation shall become void; otherwise it shall remain in full force and effect.

IN THE EVENT the LPA determines the PRINCIPAL has failed to enter into a formal contract in compliance with any requirements set forth in the preceding paragraph, then the LPA acting through its awarding authority shall immediately be entitled to recover the full penal sum set out above, together with all court costs, all attorney fees, and any other expense of recovery.

IN TESTIMONY WHEREOF, the said PRINCIPAL and the said SURETY have caused this instrument to be signed by their respective officers this 28th of March, 2022

Month and Year
Principal

Company Name <u>Chicagoland Paving Contractors, Inc.</u>	Company Name
Signature 	Date <u>4/05/22</u>
By: 	Signature
Title <u>V.P.</u>	Date

(If Principal is a joint venture of two or more contractors, the company names, and authorized signatures of each contractor must be affixed.)

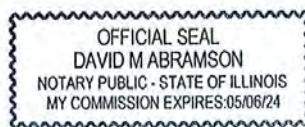
Name of Surety <u>West Bend Mutual Insurance Company</u>	Signature of Attorney-in-Fact 	Date <u>03/28/2022</u>
By: 	Title	

STATE OF IL
COUNTY OF McHenry

I, David M. Abramson, a Notary Public in and for said county do hereby certify that
William R. Barnes and Paul F. Praxmarer
(Insert names of individuals signing on behalf of PRINCIPAL & SURETY)
 who are each personally known to me to be the same persons whose names are subscribed to the foregoing instrument on behalf of PRINCIPAL and SURETY, appeared before me this day in person and acknowledged respectively, that they signed and delivered said instruments as their free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this 28th day of March, 2022.

(SEAL)



Notary Public Signature

Date commission expires May 6, 2024

Local Public Agency	County	Section Number
Village of Lake Zurich	Lake	

ELECTRONIC BID BOND

Electronic bid bond is allowed (box must be checked by LPA if electronic bid bond is allowed)

The Principal may submit an electronic bid bond, in lieu of completing the above section of the Proposal Bid Bond Form. By providing an electronic bid bond ID code and signing below, the Principal is ensuring the identified electronic bid bond has been executed and the Principal and Surety are firmly bound unto the LPA under the conditions of the bid bond as shown above. (If PRINCIPAL is a joint venture of two or more contractors, an electronic bid bond ID code, company/Bidder name and date must be affixed for each contractor in the venture.)

Electronic Bid Bond ID Code

--	--	--	--	--	--	--	--

Company/Bidder Name

--	--

Signature

	Date
--	------

Title

--	--



THE SILVER LINING®

Bond No. 2514939**POWER OF ATTORNEY**

Know all men by these Presents, That West Bend Mutual Insurance Company, a corporation having its principal office in the City of West Bend, Wisconsin does make, constitute and appoint:

PAUL F PRAXMARER

lawful Attorney(s)-in-fact, to make, execute, seal and deliver for and on its behalf as surety and as its act and deed any and all bonds, undertakings and contracts of suretyship, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed in amount the sum of:

Ten Million Dollars (\$10,000,000)

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of West Bend Mutual Insurance Company at a meeting duly called and held on the 21st day of December, 1999.

Appointment of Attorney-In-Fact. The president or any vice president, or any other officer of West Bend Mutual Insurance Company may appoint by written certificate Attorneys-In-Fact to act on behalf of the company in the execution of and attesting of bonds and undertakings and other written obligatory instruments of like nature. The signature of any officer authorized hereby and the corporate seal may be affixed by facsimile to any such power of attorney or to any certificate relating thereto and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the company, and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the company in the future with respect to any bond or undertaking or other writing obligatory in nature to which it is attached. Any such appointment may be revoked, for cause, or without cause, by any said officer at any time.

In witness whereof, the West Bend Mutual Insurance Company has caused these presents to be signed by its president undersigned and its corporate seal to be hereto duly attested by its secretary this 17th day of August, 2021.

Attest Christopher C. Zwygart
 Christopher C. Zwygart
 Secretary



Kevin A. Steiner
 Kevin A. Steiner
 Chief Executive Officer/President

State of Wisconsin
 County of Washington

On the 17th day of August, 2021, before me personally came Kevin A. Steiner, to me known being by duly sworn, did depose and say that he resides in the County of Washington, State of Wisconsin; that he is the President of West Bend Mutual Insurance Company, the corporation described in and which executed the above instrument; that he knows the seal of the said corporation; that the seal affixed to said instrument is such corporate seal; that is was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.



Matthew E. Carlton
 Matthew E. Carlton
 Senior Corporate Attorney
 Notary Public, Washington Co., WI
 My Commission is Permanent

The undersigned, duly elected to the office stated below, now the incumbent in West Bend Mutual Insurance Company, a Wisconsin corporation authorized to make this certificate, Do Herby Certify that the foregoing attached Power of Attorney remains in full force effect and has not been revoked and that the Resolution of the Board of Directors, set forth in the Power of Attorney is now in force.

Signed and sealed at West Bend, Wisconsin this 28th day of March, 2022.



Hether Dunn
 Hether Dunn
 Vice President - Chief Financial Officer

Notice: Any questions concerning this Power of Attorney may be directed to the Bond Manager at West Bend Mutual Insurance Company.

1900 South 18th Avenue | West Bend, WI 53095 | Phone: (608) 410-3410 | Fax: (877) 674-2683 | www.thesilverlining.com



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: April 29, 2022

To: Village Board of Trustees

From: Ray Keller, Village Manager *PK*
Kyle Kordell, Assistant to the Village Manager

Subject: Intent to Study Industrial District TIF

Issue: Staff is recommending adoption of a resolution declaring the Village's intent to explore establishing a TIF district in Lake Zurich's industrial park. The proposed Resolution is the first step in the setup process for a new TIF district and does not obligate or impose a duty upon the Village to create the TIF.

Village Strategic Plan: This agenda item advances the following objectives in the Lake Zurich Strategic Plan:

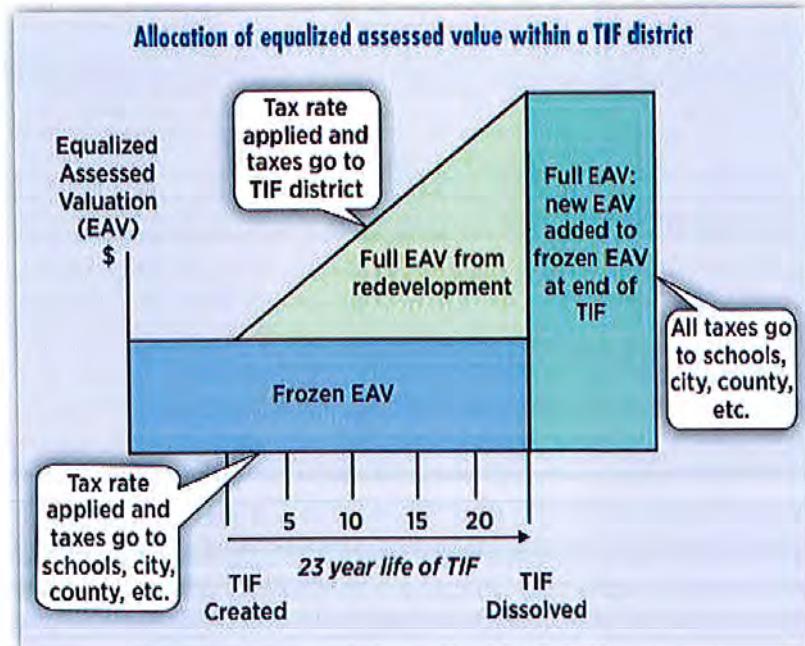
- Financial Sustainability
 - Identify new revenue sources.
- Economic Development
 - Partner with the business community to identify its needs and determine how they can be met.
 - Expand the Village's role as a major regional economic hub in Lake County.
 - Continue Route 12 corridor development.
- Infrastructure Investment
 - Identify means to invest in aging sanitary, water, and streetscape infrastructure.

Background: Lake Zurich's comprehensive and strategic plans encourage continued economic development within the Village as a whole, including industrial district growth with the expansion of industrial employment opportunities. Lake Zurich's industrial park is the Village's primary employment center, with a high-value tax base and a large number of employees in manufacturing,

production, and transportation. Many of Lake Zurich's industrial buildings are over 35 years old, as are their supporting municipal infrastructure, as outlined in the Village's Community Investment Plan (CIP).

Analysis: Tax increment financing is permitted in Illinois under the Tax Increment Allocation Redevelopment Act. Only areas which meet certain specifications outlined in the Act are eligible to use this financing mechanism. The initial steps in the setup process are adopting a resolution declaring the Village's intent to establish the TIF and preparing an eligibility study to determine what properties may qualify for a new TIF district.

The TIF Act permits municipalities to improve eligible "conservation" or "blighted" areas over a period of 23 years. The TIF district accumulates property taxes generated by increases in equalized assessed valuation generated within the designated project area during the limited term the life of the TIF, principally increased equalized assessed valuation from new private development or redevelopment. Neither the Village nor any other taxing jurisdiction lose property taxes to a TIF district, and there is no increase in property taxes paid by the properties included within the TIF district.



Staff will work with Teska and Associates, the Village's TIF consultant, to prepare an eligibility study to identify which properties would qualify for the proposed TIF district. A TIF plan is subsequently prepared to finalize the boundaries of the TIF district, estimate anticipated revenues and identify eligible project categories to be addressed by the TIF. The TIF district would accumulate funds to be eventually used for those identified eligible activities, such as replacing aging infrastructure or supporting private sector development that would not occur "but for" the TIF district's assistance.

The resolution does not obligate the Village to create the TIF, as the eligibility study is the first step in the setup process as set forth under the Tax Increment Allocation Redevelopment Act. Following opportunities for public comment and a recommendation from the Joint Review Board, the Village Board will ultimately have the final decision making authority on whether to establish the TIF district in the industrial park.

Recommendation: Approval of the proposed Resolution of Intend to Utilize Tax Increment Financing. Upon approval, a copy of the Resolution will be sent to all taxing districts that would be affected by a future TIF district and Staff will publish a notice of interested parties registry for those who wish to receive future information on the TIF plans.

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2022-05-__



**A RESOLUTION OF INTENT TO UTILIZE TAX INCREMENT
FINANCING TO IMPROVE
DETERIORATING PHYSICAL CONDITIONS AND TO STIMULATE
NEW ECONOMIC DEVELOPMENT WITHIN THE VILLAGE OF
LAKE ZURICH**

WHEREAS, the Illinois General Assembly has passed the Real Property Tax Increment Allocation Redevelopment Act, as amended, (the Act) to allow the financing of public improvements to stimulate private investment in certified "Blighted Areas" and "Conservation Areas" by debt to be repaid by increases in property taxes in those areas; and

WHEREAS, the provisions of the Act have been held constitutional by the Supreme Court of the State of Illinois; and

WHEREAS, numerous municipalities in the State have successfully utilized the Act to improve seriously deteriorating physical conditions and to stimulate new economic development within their boundaries; and

NOW THEREFORE, BE IT RESOLVED, by the Village of Lake Zurich, Lake County, State of Illinois, as follows:

1. The Village President and Village Board (the corporate authorities) intend to investigate the feasibility of the Act to include parcels that comprise the majority of the Lake Zurich Industrial District and may include additional parcels immediately adjacent to the Industrial District, as to be determined.
2. The corporate authorities intend to employ, if feasible, the powers provided in the Act for the establishment of a Tax Increment Project Area for the purposes of removing or alleviating adverse conditions or instituting conservation measures necessary to encourage private investment, to restore and enhance the tax base of the taxing districts in the Study Area, and to promote and protect the health, safety, morals and welfare of the public.

3. Municipal expenditures may be made for the investigation of the feasibility of the Act for the Study Area, the study of the impact upon housing in the area, the development of a required Redevelopment Plan, or the initiation of a redevelopment program prior to the formal adoption of the ordinances necessary to implement the full powers of the Act. It is the intent of the corporate authorities to utilize the financing provisions of the Act to recapture such expenses, to the extent that they are eligible, if and when the necessary implementation ordinances are passed and certified.
4. This resolution of intent shall not obligate or impose a duty upon the corporate authorities to employ or institute the power derived under the Act.
5. For additional information about the proposed amended redevelopment project area or to make comments or suggestions regarding the redevelopment of the area to be studied, interested parties should contact Kyle Kordell, Assistant to the Village Administrator, 70 East Main Street, IL 60047, or by phone at 847-540-1684.

APPROVED this ____day of May, 2022.

AYES:
NAYS:
ABSENT:

ADOPTED this ____day of May, 2022.

By: _____
Thomas Poynton, Village President

ATTEST:

Kathleen Johnson, Village Clerk