



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

February 6, 2023
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

FEBRUARY 6, 2023
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. PRESIDENT'S REPORT / COMMUNITY UPDATE

Oaths of Office

Lieutenant Justin Brooks

Firefighter / Paramedic Bryant Munoz

5. 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.

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 Village Trustee.

A. Approval of Minutes of the Village Board Meeting, January 16, 2023

Attachment: [6a.pdf](#)

B. Approval of Semi-Monthly Warrant Register Dated February 6, 2023 Totaling \$1,349,670.36

Attachment: [6b.pdf](#)

C. Ordinance Granting a Zoning Variation for a Room Addition at 710 Fieldstone Circle (Assign Ord. #2023-02-495)

Summary: The property owner at 710 Fieldstone Circle has filed a zoning application seeking a variation from the Code requirements regarding residential rear yard setbacks. The property owner is proposing to build a 270 square foot addition to the house, which will encroach 9' -- 10" into the required 30-foot rear yard setback for rear lot lines in the R-5 residential zoning district. The Planning and Zoning Commission held a public hearing on January 18, 2023 to consider this application and did not receive any comments or objections.

Attachment: [6c.pdf](#)

D. Agreement with Schroeder and Schroeder Inc. for 2023 Concrete Curb and Sidewalk Repairs in the Amount Not-to-Exceed \$175,000

Summary: The FY 23 budget includes \$175,000 for concrete flatwork investments in the Non-Home Rule Sales Tax Fund. The 2023 program will include repairs in the Ancient Oaks and Mohawk Point subdivisions, with certain secondary roads included from Countryside East. Competitive bids were received last year on February 4, 2022 which included an optional second-year extension.

Attachment: [6d.pdf](#)

E. Agreement with State Industrial Products for Quentin Road and Northwest Pumping Station Hydrogen Sulfide Reduction Program in the Amount Not-to-Exceed \$61,800

Summary: The FY 23 budget includes \$61,800 in the Water and Sewer Fund for the ongoing hydrogen sulfide reduction program, which uses a proprietary chemical blend on a monthly basis to reduce the formation of sulfuric acid in sanitary sewers.

Village Staff is pleased with the results of previous years' hydrogen sulfide reduction programs and recommends continuing the annual program to extend the life of the municipal sanitary sewer system.

In August 2015, American Infrastructure Technologies provided the Village with recommendations to use chemical additives to reduce hydrogen sulfide formation and reduce the pace of pipe corrosion, which can lead to underground transmission main collapses similar to the experiences from 2012 and 2015 beneath Cuba Road.

Attachment: [6e.pdf](#)

F. Illinois Department of Transportation Resolutions for Motor Fuel Tax Maintenance under the Illinois Highway Code in the Amount Not-to-Exceed \$2,663,528

Summary: The enclosed Resolution from IDOT is a contractual obligation on behalf of the Village that appropriates motor fuel tax funds for right-of-way maintenance, traffic signal maintenance, salt and de-icing supplies, pavement markings, sign replacements, and other roadway enhancements.

Attachment: [6f.pdf](#)

G. Agreement with Metropolitan Pump Company for Replacement Control Panel at Betty Drive Sanitary Sewer Lift Station in the Amount Not-to-Exceed \$68,614 and Waiver of Competitive Bid Process

Summary: The FY 23 budget includes \$160,000 in the Water and Sewer Fund for improvements to two lift stations, including Betty Drive. Metropolitan Pump Company is the Village's designated lift station manufacturer at 13 of the 14 lift stations in Lake Zurich and also the sole source vendor for the specific controls the Village has been utilizing in recent lift station upgrades that facilitates equipment standardization.

Attachment: [6g.pdf](#)

H. Rebuild Illinois Bond Program Resolution Allocating \$1,293,760 to the Lake Zurich 2023 Old Mill Grove Road Resurfacing Program

Summary: The Village received \$1,293,760.14 in grant funds via the State Rebuild Illinois Bond Program. These grant funds are restricted specifically for transportation improvement projects with an average useful life of at least 13 years. The proposed resolution will designate this funding to the Village's Fiscal Year 2023 budget for roadway improvements in the Old Mill Grove subdivision.

Attachment: [6h.pdf](#)

I. Termination of Current Janitorial Services Agreement with Eco Clean Maintenance and Approval of Three-Year Agreement with Emcee Building Services in the Amount Not-to-Exceed \$150,000 per Year with Two One-Year Options Not-to-Exceed 2% of the Current Price

Summary: There is \$150,000 in the FY 2023 budget for municipal janitorial services, which the Village contracts with private companies for cleaning at several municipal facilities. A dissatisfaction with services provided led Staff to initiate a request for proposals in Fall 2022, resulting in five proposals received. While not the lowest financial proposal received, Staff recommends an agreement with Emcee Building Services that concludes on December 31, 2023 as the most responsible bid based on the totality of their responses to the Village's request for proposal.

Attachment: [6i.pdf](#)

J. Ordinance Approving a Special Use Permit for Lake Liquors at 103 South Rand Road (Assign Ord. #2023-02-496)

Summary: Shree Ganesh21, LLC has filed a zoning application seeking a Special Use Permit for a liquor store within the B-3 Regional Shopping District at 103 South Rand Road. The proposed store will be established within a 1,700 square-foot rental space located within Lakeview Plaza Shopping Center. The Planning and Zoning Commission held a public hearing on January 18, 2023 to consider this application and did not receive any comments or objections. The Commission recommends approval of the requested Special Use Permit subject to the conditions outlined in the proposed ordinance.

Attachment: [6j.pdf](#)

K. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Increase Authorized Class-A Restaurant Full Service Liquor Licenses for Tako Chido LLC at 41 South Rand Road (Assign Ord. #2023-02-497)

Summary: Tako Chido, LLC has requested a full-service Class A liquor license that authorizes the retail sale of alcoholic beverages by restaurants for on premises and off premises consumption and delivery when such sales are in original package form, or a cocktail, mixed drink, or single serving of wine, if either are incidental to and complementary to the sale and service of food.

Attachment: [6k.pdf](#)

7. NEW BUSINESS

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

A. Ordinance Approving a Special Use Permit for Station 52 Truck Company Bar and Grill at 377 North Rand Road (Assign Ord. #2023-02-498) (Trustee Spacone)

Summary: Stone Cold Stunner LLC has filed a zoning application seeking a Special Use Permit for the establishment of outdoor seating and live entertainment accessory to a permitted eating place, along with building materials and exterior lighting, within the B-1 Local Community Business District. The property is located at the northwest corner of North Rand Road and Ravinia Terrace.

The Applicant proposes to demolish the interior of the former Fritzl's restaurant space and rebuild to suit the new Station 52 restaurant layout and theme. The existing exterior walls of the building will be the only original features of the building that will be reused.

The Planning and Zoning Commission held a public hearing on January 18, 2023 to consider this application and did not receive any comments or objections. The Commission recommends approval of the requested Special Use Permit subject to the conditions outlined in the proposed ordinance.

Recommended Action: A motion to approve Ordinance #2023-02-498 Approving a Special Use Permit for Station 52 Truck Company Bar and Grill at 377 North Rand Road.

Attachment: [7a.pdf](#)

8. TRUSTEE REPORTS

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

9. VILLAGE STAFF REPORTS

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

10. EXECUTIVE SESSION called for the purpose of:

*5 ILCS 120 / 2 (c) (21) approval of executive session minutes

*5 ILCS 120 / 2 (c) (1) appointment, employment, compensation, discipline, performance or dismissal of specific employees.

*5 ILCS 120 / 2 (c) (2) collective bargaining

11. ADJOURNMENT

Next regularly scheduled Village Board meeting on Tuesday, February 21, 2023.

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



AGENDA ITEM

6A

Monday, January 16, 2023 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Mary Beth Euker, Trustee Janice Gannon, Trustee Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider. Trustee Dan Bobrowski was absent and excused. Also in attendance: Village Manager Ray Keller, Village Atty. Scott Uhler, Management Services Dir. Michael Duebner, Police Chief Steve Husak, Public Works Dir. Mike Brown, Park and Rec. Dir. Bonnie Caputo.
3. **PLEDGE OF ALLEGIANCE**
4. **PRESIDENT'S REPORT / COMMUNITY UPDATE**

2023 State of the Village: Mayor Poynton encouraged residents to access the documents online or copies would be available at the Village Hall.
5. **PUBLIC COMMENT**

Mary Kozub, 280 Pebblecreek Dr., addressed the Board on Agenda Item 7A. She is the vice chair of the Tree Commission and she read a statement from the commission in support of the tree replacement programme. Then Ms. Kozub stated that the Ancient Oaks Foundation would be having their annual trivia night in February.
6. **CONSENT AGENDA**

Approval of Minutes of the Village Board Meeting, January 3, 2023
 Approval of Semi-Monthly Warrant Register Dated January 16, 2023 Totaling \$2,263,502.87

Recommended Action: A motion was made by Trustee Weider, seconded by Trustee Sprawka, to approve the Consent Agenda as presented.
 AYES: 5 Trustees Euker, Gannon, Spacone, Sprawka, Weider.
 NAYS: 0
 ABSENT: 1 Trustee Bobrowski.
 MOTION CARRIED.
7. **NEW BUSINESS**
 - A. **Agreement with St. Aubin Nursery for 2023 Tree Replacement Program in the Amount Not-to-Exceed \$100,000**

Summary: The Fiscal Year 2023 budget includes \$100,000 for parkway tree replacements. After a competitive bid process, on February 16, 2021 the Village Board awarded a three-year contract to St. Aubin Nursery of Kirkland, IL for

Village of Lake Zurich Board of Trustees Regular Meeting. Monday January 16th, 2023. 2

multiple planting seasons. This parkway tree replacement program will be completed in 2023, two years earlier than originally planned. 2023 plantings will include Chestnut Corners, Hunters Creek, and Millers Grove neighborhoods.

In an effort to more quickly wrap up Lake Zurich’s multi-year tree replacement program after the damage caused by the emerald ash beetle infestation, the Village doubled funding for two years in a row to accelerate tree plantings.

Public Works Dir. Mike Brown gave background information of the replacement programme.

Recommended Action: A motion was made by Trustee Spacone, seconded by Trustee Euker, to approve an agreement with St. Aubin Nursery for the 2023 tree replacement program in an amount not-to-exceed \$100,000.

AYES: 5 Trustees Euker, Gannon, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 1 Trustee Bobrowski.

MOTION CARRIED.

8. **TRUSTEE REPORTS**

There were none.

9. **VILLAGE STAFF REPORTS**

Give Where You Live Program: Park and Rec. Dir. Bonnie Caputo explained the programme where residents and businesses could donate to various items within the Park and Rec. Department including the Parks, Arboretum, Facilities and Recreational Progeamming.

Mayor Poynton reminded residents that the Park and Rec is a Department and not a District and has no taxing authority.

Monthly Data Metric Reports

10. **ADJOURNMENT**

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

AYES: 5 Trustees Euker, Gannon, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 1 Trustee Bobrowski.

MOTION CARRIED.

Meeting adjourned at 7.21pm.

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date.

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 02/06/2023
\$1,349,670.36

GL Number	GL Desc	Vendor	Invoice Description	Amount
Fund 101 GENERAL				
Dept 00000				
101-00000-14101	INVENTORY	CMRS - POSTAGE BY PHONE	POSTAGE REPLENISH A/C	2,000.00
101-00000-15001	PREPAID EXPENDITURES	EIG*ConstantContact.co 855-22955	BENCHMARKS 2023	1,102.50
101-00000-21202	AMBULANCE FEES PAYABLE	BLUE CROSS BLUE SHIELD ILLINOIS	AMB REF - DISKOS, C 07/23/22	2,044.00
101-00000-21203	RECREATION CREDIT PAYABLE	CHONG, JENNIFER	REF PRG CXL - JUNIOR TENNIS	11.67
101-00000-21203	RECREATION CREDIT PAYABLE	GREENBERG, RICHARD	REF PRG CXL - YOUTH SPEED TRAINING	26.34
101-00000-21203	RECREATION CREDIT PAYABLE	NIXON, JANNA	REF PRG CXL - STEAM	120.00
101-00000-21203	RECREATION CREDIT PAYABLE	TORBECK, SARA	REF PRG CXL - T-BALL	10.83
101-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - JANUARY 2023	484.86
		Total For Dept 00000		<u>5,800.20</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
101-12001-51652	TRAINING AND MEETINGS	ILLINOIS CITY COUNTY M 999-99999	IAMMA/METRO ILCMA SPEED COACHING	40.00
101-12001-51652	TRAINING AND MEETINGS	LZ AREA CHAMBER OF COMMERCE	CHAMBER BOARD MEETING	72.00
101-12001-51652	TRAINING AND MEETINGS	NORTHERN ILLINOIS UNIVERSITY	NIU FINAN FORECAST FORUM - KELLER	222.00
101-12001-51654	MEMBERSHIPS & SUBSCRIP	AMERICAN PLANNING ASSOC-IL CHAPTER	AICP / APA MEMBERSHIP	724.00
101-12001-51654	MEMBERSHIPS & SUBSCRIP	ICMA ONLINE 202-289-4	ICMA MEM DUES AST VIL MRG	897.00
101-12001-51654	MEMBERSHIPS & SUBSCRIP	PADDOCK PUBLICATIONS INC.	DIGITAL SUBSCRIPTION	119.00
101-12001-52201	VILLAGE ATTORNEY	KLEIN THORPE & JENKINS	KTJ LEGAL SERVICES THROUGH 12/31/22	5,195.12
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		<u>7,272.12</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
101-12120-52111	OTHER PROFESSIONAL SVCS	TOSHIBA BUSINESS SOLUTIONS, USA	DOCUWARE DOC SCAN, IMPORT & CONTENT MGMNT	15,795.00
101-12120-54305	EMPLOYEE EXAMS	ADVOCATE OCCUPATIONAL HEALTH	EMPLOYEE SCREENING	539.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		<u>16,334.00</u>
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				
101-12180-51652	TRAINING AND MEETINGS	NORTHERN ILLINOIS UNIVERSITY	NIU FINAN FORECAST FORUM - KORDELL	74.00
101-12180-52111	OTHER PROFESSIONAL SVCS	JMK DESIGN, LTD	STATE OF THE VILLAGE - FINAL PAYMENT	950.00
		Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT		<u>1,024.00</u>
Dept 13001 FINANCE ADMINISTRATION				
101-13001-53207	PRINTING-STATIONERY/FORM	JUMBOPOSTCARD.COM, INC	BUSINESS CARDS - GALLUZZI	30.88
101-13001-53208	OFFICE SUPPLIES	PITNEY BOWES - SUPPLIES	POSTAGE METER INK 1-2023	91.29
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	TAX ENVELOPES	21.42
		Total For Dept 13001 FINANCE ADMINISTRATION		<u>143.59</u>

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 02/06/2023
\$1,349,670.36

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 17001 TECHNOLOGY ADMINISTRATION				
101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBE INC	CREATIVE CLOUD - NOV 2022	249.63
101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBE INC	CREATIVE CLOUD - DEC 2022	249.63
101-17001-52111	OTHER PROFESSIONAL SVCS	AWS #140011104 aws.amazon	AWS CLOUD SVCS - NOV 2022	15.17
101-17001-52111	OTHER PROFESSIONAL SVCS	AWS #140011104 aws.amazon	AWS CLOUD SVCS - DEC 2022	15.17
101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE	GOOGLE SERVICE - JAN	24.00
101-17001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2023 - FEB	2,095.60
101-17001-52111	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC.	MS CLOUD SERVICES - DEC 2022	95.98
101-17001-52111	OTHER PROFESSIONAL SVCS	TOSHIBA BUSINESS SOLUTIONS, USA	DOCUWARE SUPPORT - JAN	365.01
101-17001-52118	SOFTWARE MAINTENANCE	DIGITAL RIVER INC	SOFTWARE MAINTENANCE	6.38
101-17001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - JAN 2023	1,225.33
101-17001-53205	COMPUTER SUPPLIES	IMAGING ESSENTIALS INC	BOND PAPER	174.00
101-17001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE INC	PRODUCT RETURN	9.55
101-17001-53407	EQUIP MAINT PART&SUPPLIE	BATTERIES PLUS HOLDING CORP	12V BATTERIES	52.55
101-17001-53407	EQUIP MAINT PART&SUPPLIE	BATTERIES PLUS HOLDING CORP	12V BATTERIES	64.50
101-17001-52704	MAINT-EQUIPMENT	TOSHIBA BUSINESS SOLUTIONS, USA	REC COPIES - 10/01/22 - 12/31/22	807.73
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE - JAN	119.50
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FINANCE COPIER LEASE	<u>192.31</u>
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		5,762.04
Dept 24001 POLICE ADMINISTRATION				
101-24001-51652	TRAINING AND MEETINGS	DONALD J VAN METER & ASSOC INC	TRAINING COURSE - JOHNSON GAFFNEY	180.00
101-24001-51652	TRAINING AND MEETINGS	LAKE COUNTY CHIEFS OF POLICE ASSOC	LAKE COUNTY CHIEFS MEETING	75.00
101-24001-51652	TRAINING AND MEETINGS	NORTHERN ILLINOIS UNIVERSITY	NIU FINAN FORECAST FORUM - DUEBNER	74.00
101-24001-51652	TRAINING AND MEETINGS	NORTHWEST POLICE ACADEMY	CHIEFS TRAINING - ANDERSON JOHNSON	50.00
101-24001-52602	WASTE REMOVAL	DANIELS SHARPSMART, INC	SHARPS REMOVAL	2.88
101-24001-52602	WASTE REMOVAL	DANIELS SHARPSMART, INC	SHARPS REMOVAL	260.53
101-24001-52602	WASTE REMOVAL	DANIELS SHARPSMART, INC	SHARPS REMOVAL	1.77
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - JUL	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - AUG	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - SEP	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - OCT	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - NOV	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - DEC	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - JAN	30.43
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - FEB	31.79
101-24001-52701	MAINT-BLDGS & GROUNDS	360 HAZARDOUS CLEANUP, LLC	BOOKING DETENTION CLEANUP	1,250.00
101-24001-52701	MAINT-BLDGS & GROUNDS	BEST TECHNOLOGY SYSTEMS, INC	RANGE PANEL REPLACEMENT	3,975.00
101-24001-53204	CELL PHONES & PAGERS	AT & T	CREDIT CELL PHONES - PD NOV 2022	(401.73)
101-24001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	ENVELOPES, FOLDERS, PENS, NOTE PADS	62.53

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 02/06/2023
\$1,349,670.36

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
101-24001-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	MOTOR WINGS INSIGNIA - GRUNDER	17.52
101-24001-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SHIRTS - GRUNDER	67.26
101-24001-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	FTO COMMENDATION - GRUNDER	23.31
101-24001-53209	UNIFORMS	SIEBER, ANDREW	PATCH SEWING	6.00
101-24001-53211	OTHER SUPPLIES	CROWN TROPHY	NAMEPLATES	32.00
101-24001-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	SHELVING MATERIALS	192.23
101-24001-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	SHELVING MATERIALS	116.96
101-24001-53401	CUSTODIAL SUPPLIES	VALDES, LLC	GARBAGE BAGS, SOAP, TOWELS	892.36
		Total For Dept 24001 POLICE ADMINISTRATION		7,122.42
Dept 24210 POLICE OPERATIONS				
101-24210-51652	TRAINING AND MEETINGS	DONALD J VAN METER & ASSOC INC	TRAINING COURSE - JOHNSON GAFFNEY	180.00
101-24210-51652	TRAINING AND MEETINGS	NATIONAL ASSOC. OF PUBLIC SAFETY	NASRO TRAINING - LONSKI	500.00
101-24210-51652	TRAINING AND MEETINGS	NORTHEAST MULTI-REGIONAL TRNG.	TRAINING COURSE - MAHANNA	50.00
101-24210-51652	TRAINING AND MEETINGS	NORTHEAST MULTI-REGIONAL TRNG.	TRAINING COURSE - YOUNG	125.00
101-24210-51652	TRAINING AND MEETINGS	NORTHWEST COMMUNITY HOSPITAL	CPR TRAINER RECERTIFICATION	170.00
101-24210-51654	MEMBERSHIPS & SUBSCRIP	CCKC	BRISTOL RANGE ANNUAL DUES	750.00
101-24210-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	STARCOM RADIO MONTHLY FEE	1,530.00
101-24210-52111	OTHER PROFESSIONAL SVCS	NORTHEASTERN IL REGIONAL CRIME LAB	REGIONAL CRIME LAB ANNUAL DUES	30,680.00
101-24210-53209	UNIFORMS	ALBER, JENNIE	COLD GEAR, SHIRTS	146.44
101-24210-53209	UNIFORMS	ALBER, JENNIE	SHIRTS	84.40
101-24210-53209	UNIFORMS	EBBING, TODD	HANDCUFFS, POUCHES, DUTY BELT HANGER	82.20
101-24210-53209	UNIFORMS	ELEGANT EMBROIDERY INC	SHIRT, JACKET - MARRA	52.00
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SHIPPING CREDIT	(10.00)
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	TLR-7 - MITCH	123.44
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	BOOTS - HEER	247.93
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	READY PACK - MITCCH	206.25
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	EYEWEAR, TOURN, CAP, EARMUFF - PARLBERG	245.79
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	CREW BASE - HEER	38.05
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SHOES, CREW - YOUNG	191.05
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	GLOVES, BELT, PANTS, SHIRT - HEER	253.55
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	BLEED KIT	69.92
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	ORGANIZER - MAHANNA	41.50
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	GEAR BAG, SOCKS, SHIRTS, PANTS - MARRA	490.11
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	TOURNIQUET, CAP, SHIRTS, POUCH - SIEBER	442.76
101-24210-53209	UNIFORMS	HEER, ANDREW	LOCKOUT EQPT	23.65
101-24210-53209	UNIFORMS	JG UNIFORMS INC.	VEST COVER - KOURTEV	221.50
101-24210-53209	UNIFORMS	KNIGHT, SHAUN	GUN LIGHT	302.64
101-24210-53209	UNIFORMS	KOURTEV, GEORGE	DUTY WEAPON, SIGN, MAGAZINES	971.18
101-24210-53209	UNIFORMS	MAHANNA, JOE	FARADAY BAG	39.50

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 02/06/2023
\$1,349,670.36

<u>GL Number</u>	<u>GL Desc</u>	<u>Vendor</u>	<u>Invoice Description</u>	<u>Amount</u>
101-24210-53209	UNIFORMS	MITCH, RALPH	HOLSTER	176.97
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	CAP COVER - PARLBERG	22.48
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	PANTS, SHIRTS - PARLBERG	295.28
101-24210-53209	UNIFORMS	RAY O'HERRON COMPANY INC.	SHIRTS - PARLBERG	107.07
101-24210-53209	UNIFORMS	SIEBER, ANDREW	SUSPENDER KEEPERS	32.50
101-24210-53209	UNIFORMS	SIEBER, ANDREW	TOURNIQUETS	40.30
101-24210-53209	UNIFORMS	SIEBER, ANDREW	MIRROR	12.88
101-24210-53209	UNIFORMS	SIEBER, ANDREW	SUSPENDER KEEPERS	32.50
101-24210-53209	UNIFORMS	SIEBER, ANDREW	PATCH SEWING - MARRA	17.00
101-24210-53209	UNIFORMS	SIEBER, ANDREW	MAGAZINES - PARLBERG	160.84
101-24210-53209	UNIFORMS	SIEBER, ANDREW	SUSPENDERS - ALBER	119.69
101-24210-53209	UNIFORMS	SPECIAL T UNLIMITED	RECRUIT UNIFORM - PARLBERG	265.00
101-24210-53211	OTHER SUPPLIES	MEDLINE INDUSTRIES, INC	SHARPS CONTAINERS	176.26
101-24210-53211	OTHER SUPPLIES	MGN LOCK-KEY & SAFES INC.	MAILBOX KEYS	25.65
101-24210-53211	OTHER SUPPLIES	SIEBER, ANDREW	TRAINING MATERIALS	10.75
101-24210-53211	OTHER SUPPLIES	SIEBER, ANDREW	TRAINING MATERIALS	35.39
101-24210-53211	OTHER SUPPLIES	ULINE, INC	CRAFT PAPER	158.00
101-24210-53211	OTHER SUPPLIES	WORLD POINT ECC	CPR TRAINING MASKS	131.90
		Total For Dept 24210 POLICE OPERATIONS		40,069.32
 Dept 24230 POLICE CRIME PREVENTION				
101-24230-51654	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY JUVENILE OFFICERS ASSN.	IJOA MEMBERSHIPS	60.00
101-24230-51654	MEMBERSHIPS & SUBSCRIP	M O C I C	MOCIC ANNUAL DUES	200.00
101-24230-53209	UNIFORMS	BUTLER, RYAN D	SIGHT	567.38
101-24230-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	BADGE HOLDER, SHIRTS, PANTS - VANACKER	268.56
101-24230-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SHOES - VANACKER	147.57
101-24230-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	DVD'S	31.58
101-24230-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	DVD's	18.99
101-24230-53211	OTHER SUPPLIES	DOMINOS PIZZA 562-663-1	SHOP WITH A COP - PIZZA	95.74
101-24230-53211	OTHER SUPPLIES	TARGET.COM * 800-591-3	SHOP WITH A COP - GIFT CARDS	1,800.00
101-24230-53211	OTHER SUPPLIES	WAL-MART #1404 LAKE ZURI	SHOP WITH A COP - POP WATERS ETC.	45.99
101-24230-53211	OTHER SUPPLIES	WAL-MART #1404 LAKE ZURI	CREDIT FOR UNKNOWN CHARGE	(45.99)
101-24230-53211	OTHER SUPPLIES	WAL-MART #1404 LAKE ZURI	UNKNOWN CHARGE	58.52
		Total For Dept 24230 POLICE CRIME PREVENTION		3,248.34
 Dept 25001 FIRE ADMINISTRATION				
101-25001-51652	TRAINING AND MEETINGS	JEWEL #3485 LAKE ZURI	DINNER - BOARD OF FIRE & POLICE	73.38
101-25001-51654	MEMBERSHIPS & SUBSCRIP	IL FIRE CHIEFS ASSOCIATION	MEMBERSHIP RENEWAL - 2023	200.00
101-25001-51654	MEMBERSHIPS & SUBSCRIP	METROPOLITAN FIRE CHIEFS ASSN.	2023 DUES	40.00
101-25001-51654	MEMBERSHIPS & SUBSCRIP	METROPOLITAN FIRE CHIEFS ASSN.	2023 DUES	40.00

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101-25001-51654	MEMBERSHIPS & SUBSCRIP	METROPOLITAN FIRE CHIEFS ASSN.	2023 DUES	40.00
101-25001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2023 - FEB	1,128.40
101-25001-52118	SOFTWARE MAINTENANCE	ACTIVE911 INC PHILOMATH	ACTIVE 911 SUBSCRIPTION RENEWAL	645.00
101-25001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - JAN 2023	170.62
101-25001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - FIRE	36.62
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE INC	SHIPPING FEES	177.05
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	STAPLER, DUSTER, PADS, RECT KNIFE - ST. 3	39.73
101-25001-53209	UNIFORMS	AMAZON.COM SALES, INC	PANTS - CHRISTOPHERSON	83.63
101-25001-53209	UNIFORMS	EAGLE ENGRAVING, INC	PASSPORT TAGS	24.20
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLO - KAMMIN	57.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLO, JOB SHIRT - KRAUS	126.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT, PANTS - KEMPF	217.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	JOB SHIRT - HOHS	79.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	KNIT CAP - KELLY	20.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - HENRIKSEN	179.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SHIRTS - HENRIKSEN	22.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CAP, SHIRTS, JOB SHIRT - BOECKMANN	152.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	POLOS - ROWE	108.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	NAMEPLATE - PILGARD	15.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - WASCOW	165.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	SWEATPANTS - SKALSKI	29.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	CLASS A CAP, SHIRTS, TROUSERS - FRANO	316.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - FRANO	179.00
101-25001-53209	UNIFORMS	ON TIME EMBROIDERY, INC	BOOTS - HALL	179.00
101-25001-53209	UNIFORMS	YEE, BENNY	UNIFORM ALTERATION REIMBURSEMENT	129.00
101-25001-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	TOOLS & EQUIPMENT - ST. 1	118.08
101-25001-53210	SMALL TOOLS & EQUIP	MOTOR PARTS & EQUIPMENT CORP	AIR HOSE & COUPLERS - ST. 3	97.84
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	MOP BUCKET	85.97
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PRINTER POWER CORD	6.99
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	TOILET PAPER, TOILET CLEANER - ST. 2	108.98
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, DETERGENT, Z FOLDS, KLEENEX - ST. 4	277.90
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS - ST. 2	101.97
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, TOILET PAPER - STATION 1	167.95
101-25001-53405	BLDG & GROUND MAINT SUPP	MOTOR PARTS & EQUIPMENT CORP	AIR HOSE - ST. 3	27.99
101-25001-53405	BLDG & GROUND MAINT SUPP	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	FILTERS - ST. 3	141.86
101-25001-54305	EMPLOYEE EXAMS	HEALTH ENDEAVORS, SC	MEDICAL EVALUATIONS - MUNOZ	760.00
101-25001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FIRE & CS - COPIER LEASE - JAN	119.50
		Total For Dept 25001 FIRE ADMINISTRATION		6,685.66

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Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-51652	TRAINING AND MEETINGS	ERB, DOUGLAS	PER DIEM - WINTER FIRE TRAINING	135.00
101-25320-52111	OTHER PROFESSIONAL SVCS	MOTOROLA SOLUTIONS, INC	FIRE STARCOM FEES - JAN	1,512.00
101-25320-52707	MAINT-OTHER	AIR ONE EQUIPMENT INC	AIR TEST	165.00
101-25320-53209	UNIFORMS	AMAZON.COM SALES, INC	GEAR BAGS	221.94
101-25320-53209	UNIFORMS	HAIX 859-281-1	BOOTS - BENNY YEE	271.85
101-25320-53209	UNIFORMS	LIGHTNING X PRODUCTS GEARBAGS.	GEAR BAGS	254.97
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	TURNOUT GEAR - FISHMAN	6,628.00
		Total For Dept 25320 FIRE FIRE SUPPRESSION		<u>9,188.76</u>
Dept 25330 FIRE EMS				
101-25330-51651	LICENSING/CERTIFICATIONS	MICHEHL, KEVIN	PARAMEDIC LICENSE REIMBURSEMENT	40.00
101-25330-51652	TRAINING AND MEETINGS	CITY OF WAUKEGAN	VEHICLE MACHINERY OPERATIONS - BROOKS	700.00
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - DEC	2,896.94
101-25330-52704	MAINT-EQUIPMENT	STRYKER SALES CORPORATION	SET OF STRAPS FOR STAIR CHAIR	101.15
101-25330-52704	MAINT-EQUIPMENT	STRYKER SALES CORPORATION	STRYKER SERVICE AGREEMENT 2023	9,825.79
101-25330-52704	MAINT-EQUIPMENT	STRYKER SALES CORPORATION	LIFEPAK MAINTENANCE AGREEMENT 2023	13,382.40
101-25330-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - DEC	46.26
101-25330-53211	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	86.94
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	PATIENT SPO2 CABLE 4 FOOT X2	176.48
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	EAR CLIP SPO2 SENSOR X2	244.70
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	CREDIT FOR NON LOCKING ANKLE & WRIST CUFF	(315.80)
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	LIFE PAK 15 MONITOR PAPER	59.60
101-25330-53211	OTHER SUPPLIES	HENRY SCHEIN EMS	LIFE PAK 15 MONITOR PAPER	239.60
101-25330-53211	OTHER SUPPLIES	ZAGG - ECOM 800-700-9	SHIPPING FOR REPLACEMENT CASE	21.48
		Total For Dept 25330 FIRE EMS		<u>27,505.54</u>
Dept 25340 FIRE SPECIAL RESCUE				
101-25340-51652	TRAINING AND MEETINGS	NE IL PUBLIC SAFETY TRAINING ACADEM	CONFINED SPACE OPERATIONS - GLASDER	1,300.00
101-25340-55254	MACHINERY & EQUIPMENT	EQUIPMENT MANAGEMENT COMPANY	145 PSI- 7 BAG AIRBAG SET - REPLACE AGING SET	8,912.80
		Total For Dept 25340 FIRE SPECIAL RESCUE		<u>10,212.80</u>
Dept 25350 FIRE FIRE PREVENTION BUREAU				
101-25350-51654	MEMBERSHIPS & SUBSCRIP	NATIONAL FIRE PROTECTION ASSN.	NFPA ANNUAL SUBSCRIPTION	436.49
101-25350-51654	MEMBERSHIPS & SUBSCRIP	NORTHERN IL FIRE INSPECTORS ASSOC	2023 DUES - KLEINHEINZ	50.00
		Total For Dept 25350 FIRE FIRE PREVENTION BUREAU		<u>486.49</u>
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
101-28001-51652	TRAINING AND MEETINGS	NORTHERN ILLINOIS UNIVERSITY	NIU FINAN FORECAST FORUM - KORDELL/KELLER/DUEBNER	74.00
101-28001-51654	MEMBERSHIPS & SUBSCRIP	AMERICAN PLANNING ASSOC.	APA DUES FOR PLANNER - VERBEKE	388.00

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101-28001-52111	OTHER PROFESSIONAL SVCS	KLEIN THORPE & JENKINS	ALPHA TEKNILO - 1400 ROSE RD (REIMBURSABLE)	1,034.85
101-28001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY TREASURER	DECEMBER 2022 BUILDING SERVICES	9,443.65
101-28001-52111	OTHER PROFESSIONAL SVCS	TOSHIBA BUSINESS SOLUTIONS, USA	DOCUWARE DOC SCAN, IMPORT & CONTENT MGMNT	7,200.00
101-28001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	NOV 27 '22 SRVCS - DEC 31 '22 - 400 S OLD RAND RD	1,905.63
101-28001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	NOV 27 '22 SRVCS - DEC 31 '22 - LIFETIME PROJECT	1,972.88
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	JANKE SUBDIVISION - BRIERWOODS	691.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	676 S RAND RD	157.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	670 S OLD RAND RD DEVELOPMENT	358.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	634 N OLD RAND RD	525.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	572 W MAIN ST	562.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	550 ENTERPRISE	1,649.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	495 ENTERPRISE PKWY	1,176.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	455 S RAND RD	431.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	440 TELSER	187.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	287 SUNRISE LN	909.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1265 COUNTRY CLUB	767.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1110 HONEY LAKE RD	52.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	410 TELSER RD - PARKING EXPANSION	179.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	255 QUENTIN RD - HERITAGE CHURCH	1,581.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1275 ENSELL	626.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	214 FAIRWAY	210.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	115 OAKWOOD	157.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	17 S OLD RAND RD	1,056.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	166 PARKWAY AVE	236.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LZ COMMERCE CENTER - ROSE RD LOTS 6 & 7	2,986.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	JANKE SUBDIVISION	536.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	COMED TDC248 - OAKWOOD	268.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	CANTERBURY ESTATES - HOUSELINE	500.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BUILDING PERMIT REVIEWS - 2022	3,434.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLOCK G	325.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION	2,349.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	WILDWOOD ESTATES	1,660.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SEC US 12 & N OLD RAND RD DEVELOPMENT	683.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SARAH ADAMS SCHOOL	268.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SANCTUARY OF LZ EXTRA SERVICES	1,342.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAY WHITNEY SCHOOL	341.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	265 N RAND RD	1,605.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	KILDEER CROSSINGS SUBDIVISION	5,186.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	KILDEER CROSSINGS SUBDIVISION	157.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAY WHITNEY SCHOOL	766.00

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101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	454 N OLD RAND RD	93.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION	853.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION - HOUSELINE	500.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	710 N OLD RAND	537.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BUILDING PERMIT REVIEW - 2022	4,678.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	17 S OLD RAND RD	1,594.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	572 W MAIN ST (ST RTE 22)	179.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLOCK G	357.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	CANTERBURY ESTATES - HOUSELINE	2,000.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SEC US 12 & N OLD RAND DEVELOPMENT	3,860.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SANCTUARY OF LZ	537.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	WILDWOOD ESTATES	447.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SCHOOL DISTRICT 95 PROJECTS	1,297.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	115 OAKWOOD	358.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLOCK G	414.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SEC US 12 & N OLD RAND DEVELOPEMENT	1,375.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SANCTUARY OF LZ EXTRA SERVICES	358.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SCHOOL DISTRICT 95 PROJECTS	718.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	OAKWOOD BEACH HOA	513.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BUILDING PERMIT REVIEWS - 2022	6,133.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	17 S OLD RAND RD	3,801.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LAKE ZURICH COMMERCE CENTER - ROSE RD	2,534.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LAKE ZURICH SUNSET SUBDIVISION	179.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	454 N OLD RAND RD	125.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	410 TELSER RD - PARKING EXPANSION	626.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	454 N OLD RAND RD	105.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION	358.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION - HOUSELINE	250.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAY WHITNEY SCHOOL	667.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	35 W MAIN ST	210.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	650 S RAND RD	52.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	629 ROSE RD	716.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	602 N OLD RAND RD	310.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	550 ENTERPRISE	414.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	495 ENTERPRISE PKWY	1,354.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	455 S RAND RD	1,582.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	287 SUNRISE LN	1,615.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	265 N RAND RD	468.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	255 QUENTIN RD - HERITAGE CHURCH	727.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	17 S OLD RAND RD	1,081.00

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101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1265 COUNTRY CLUB	1,336.25
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1186 SYCAMORE	440.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BLOCK G	325.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	AVERY RIDGE SUBDIVISION	1,518.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	1275 EISELL	475.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	MAY WHITNEY SCHOOL	315.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LZ COMMERCE CENTER - ROSE RD LOTS 6 & 7	2,195.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	JANKE SUBDIVISION	1,617.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	CANTERBURY ESTATES - HOUSELINE	300.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	BUILDING PERMIT REVIEWS - 2022	3,006.50
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SCHOOL DISTRICT NO 95 PROJECTS	362.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	WILDWOOD ESTATES HOUSELINE	1,200.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	WILDWOOD ESTATES	1,439.00
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SARAH ADAMS SCHOOL	393.75
101-28001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	SANCTUARY OF LZ EXTRA SERVICES	2,684.25
101-28001-52119	SERVICE CONTRACT MAINTENANCE	IMAGING ESSENTIALS INC	CANON PRINTER/SCANNER MAINTENANCE 11/22-10/23	875.60
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				118,414.61
Dept 36001 PUBLIC WORKS ADMINISTRATION				
101-36001-51652	TRAINING AND MEETINGS	APWA	CHIC CHPT AWARDS - AMATO	185.00
101-36001-51652	TRAINING AND MEETINGS	AWWA	TRAINING - REUSCH	72.00
101-36001-51652	TRAINING AND MEETINGS	JIMMY JOHNS # 770 - E 847-726-2	MOE 150 UNION MTG	93.61
101-36001-51654	MEMBERSHIPS & SUBSCRIP	BAMWX LLC - WXPORHOLE 131-75608	RADAR SITE	20.00
101-36001-51654	MEMBERSHIPS & SUBSCRIP	CITIZENS FOR CONSERVATION, INC	2023 WATERSHED DUES	1,500.00
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 01/26	32.76
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 1/19	32.76
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01-06	32.76
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01/12	32.76
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	LZ FY2022 GENERAL MAINTENANCE	537.00
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	2022 LZ GENERAL ENGINEERING	3,103.25
101-36001-52113	ENGR/ARCHITECTURAL	MANHARD CONSULTING LTD	2022 LZ GENERAL ENGINEERING	3,158.00
101-36001-52603	LAKE/WATER QUALITY MGMT	MANHARD CONSULTING LTD	2022 LZ MS4 PROGRAM	341.50
101-36001-52603	LAKE/WATER QUALITY MGMT	MANHARD CONSULTING LTD	2022 LZ MS4 PROGRAM	195.00
101-36001-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	FD SIMPLEX	85.00
101-36001-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	505 BULLETIN	125.00
101-36001-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	FIRE STA #1 PEST CONTROL - JAN	75.45
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS - 01/26	89.37
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 1/19	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 01-06	53.33
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 01/12	53.33

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101-36001-52701	MAINT-BLDGS & GROUNDS	ECO CLEAN MAINTENANCE INC	CLEANING SVC - JAN	3,743.00
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	10 E MAIN IGNITER	589.70
101-36001-52701	MAINT-BLDGS & GROUNDS	MEADE, INC	TELSER RD STREETLIGHT FAULT	4,960.40
101-36001-52701	MAINT-BLDGS & GROUNDS	METRO DOOR & DOCK, INC	505 WEST DOOR CABLE	1,243.07
101-36001-52701	MAINT-BLDGS & GROUNDS	OTIS ELEVATOR COMPANY	PD ANNUAL ELEVATOR MAINT	3,086.40
101-36001-52701	MAINT-BLDGS & GROUNDS	PREMIER FENCE INC	MILLER RD GUARD RAIL	1,295.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHEREEN PEST MANAGEMENT SERVICES	PW PEST CONTROL - OCT '22 SERVICE NOT PROVIDED	(49.00)
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHEREEN PEST MANAGEMENT SERVICES	PD PEST CONTROL - JAN	93.00
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHEREEN PEST MANAGEMENT SERVICES	PW PEST CONTROL - JAN	49.00
101-36001-52704	MAINT-EQUIPMENT	IMAGING ESSENTIALS INC	CANON PRINTER/SCANNER MAINTENANCE 11/22-10/23	809.93
101-36001-53204	CELL PHONES & PAGERS	FORCE AMERICA DISTRIBUTING LLC	VEHICLE DATA	280.00
101-36001-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - DEC	1.58
101-36001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	MARKER, LABEL TAPE	34.98
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - BONESTROO	179.95
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - CREECH	179.95
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - CUELLAR	184.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - HARTMAN	166.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - HERNANDEZ	184.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - KRAMER	166.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - MICHAELS	143.95
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - POPILEK	184.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - RYAN	200.00
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - SCHULER	148.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - WALKINGTON	179.95
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - WICINSKI	166.45
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	CREDIT: BOOTS - FENTON	(200.64)
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	CREDIT: BOOTS - FENTON	(200.00)
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - FENTON	200.64
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - FENTON	200.00
101-36001-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - FENTON	200.00
101-36001-53209	UNIFORMS	R S HUGHES CO., INC.	SAFETY VESTS	134.03
101-36001-53209	UNIFORMS	SAF-T-GARD INTERNATIONAL, INC	PPE SAFETY GLASSES	192.00
101-36001-53401	CUSTODIAL SUPPLIES	VALDES, LLC	BATH TISSUE, PAPER TOWEL, BAGS	555.09
101-36001-53404	RIGHT OF WAY SUPPLIES	HOME DEPOT CREDIT SERVICES	MORTAR	18.78
101-36001-53404	RIGHT OF WAY SUPPLIES	JOSEPH D FOREMAN & COMPANY, INC	SEWER PIPE	1,300.00
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	505 FAN WIRING	3.05
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	505 FAN WIRING	436.10
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	505 FAN WIRING	100.17
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	505 FAN WIRING	(123.16)
101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	BULBS RETURN	(28.10)

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101-36001-53405	BLDG & GROUNDS SUPPLIES	CITY ELECTRIC SUPPLY	BULBS	28.10
101-36001-53405	BLDG & GROUNDS SUPPLIES	FERGUSON ENTERPRISES LLC	PD PLUMBING SUPPLIES	12.56
101-36001-53405	BLDG & GROUNDS SUPPLIES	GLOBAL EQUIPMENT COMPANY, INC	505 FANS	2,924.40
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	505 ELECTRIC SUPPLIES	46.74
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	BULBS	71.88
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	SPRING LINK	6.40
101-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL	CONSORTIUM MEMBERSHIP	50.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		34,021.26
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	BEVERAGE PAVILION CYLIDER	320.00
101-36420-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	BEV PAV LOCKSET	520.00
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	PAULUS PK PEST CONTROL - JAN	73.05
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	BUFFALO CREEK PEST CONTROL - JAN	70.20
101-36420-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS - 01/26	103.05
101-36420-52701	MAINT-BLDGS & GROUNDS	ECO CLEAN MAINTENANCE INC	CLEANING SVC - JAN	2,232.00
101-36420-52701	MAINT-BLDGS & GROUNDS	FSS TECHNOLOGIES, INC	CHALET SMOKE DETECTOR	474.12
101-36420-52701	MAINT-BLDGS & GROUNDS	FSS TECHNOLOGIES, INC	BEV PAV BATTERY	90.00
101-36420-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	BC FURNACE REPAIR	302.00
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	200 S RAND RD	100.11
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	972 MARCH ST	19.70
101-36420-53202	NATURAL GAS	NICOR GAS COMPANY	PARK FACILITY GAS - 125 N OLD RAND RD	49.71
101-36420-53401	CUSTODIAL SUPPLIES	VALDES, LLC	BATH TISSUE, PAPER TOWEL, BAGS	575.93
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	HPDE MOUNTING BOARD	95.05
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	SPACERS	7.24
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	HPDE MOUNTING BOARD	102.95
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	PAULUS GATE OPENER REMOTES	167.96
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	BREEZEWALD HEATER	892.95
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	HVAC DIFFUSER	158.51
101-36420-53405	BLDG & GROUND MAINT SUPP	MENARDS - LONG GROVE	GUTTER REPAIR	24.48
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		6,379.01
Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 01/26	43.26
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 1/19	43.26
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01-06	43.26
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01/12	43.26
101-36471-52703	MAINT-VEHICLES	CUMMINS SALES AND SERVICE	ECM REPROGRAMMING	1,321.82
101-36471-52703	MAINT-VEHICLES	LAKE ZURICH RADIATOR & A/C SERVICE	DPF CLEANING	80.00
101-36471-52703	MAINT-VEHICLES	RAINBOW COLLISION CENTER, INC	FUEL DOOR PAINT	196.03

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101-36471-52703	MAINT-VEHICLES	SONETICS CORPORATION 800-833-4	HEADSET REPAIR 215	125.00
101-36471-52703	MAINT-VEHICLES	SQ *FOX LAKE WELDING & Spring Gr	PROP REPAIR PD BOAT	70.00
101-36471-52703	MAINT-VEHICLES	TEREX USA LLC	BUCKET TRUCK REPAIRS	6,353.32
101-36471-53209	UNIFORMS	CUTLER WORKWEAR	BOOTS - PAULUS	238.45
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	OIL ANALYSIS KIT	133.58
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	DISCONNECT TOOL	21.02
101-36471-53210	SMALL TOOLS & EQUIP	FIND IT PARTS 888-312-8	PRESSURE BLEEDER RESV.	48.26
101-36471-53210	SMALL TOOLS & EQUIP	SNAP-ON INDUSTRIAL	SOCKET	42.75
101-36471-53210	SMALL TOOLS & EQUIP	SNAP-ON INDUSTRIAL	SOCKETS	128.93
101-36471-53211	OTHER SUPPLIES	AIRGAS USA, LLC	WELDING GAS	165.21
101-36471-53406	AUTO PARTS & SUPPLIES	AMAZON.COM SALES, INC	TIMER 247	27.00
101-36471-53406	AUTO PARTS & SUPPLIES	AMAZON.COM SALES, INC	SERIAL CABLE 324/325	17.24
101-36471-53406	AUTO PARTS & SUPPLIES	ARLINGTON HEIGHTS FORD LLC	BOLTS	11.20
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS	259.14
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS	107.25
101-36471-53406	AUTO PARTS & SUPPLIES	FORCE AMERICA DISTRIBUTING LLC	PTO PUMP	2,588.23
101-36471-53406	AUTO PARTS & SUPPLIES	FORDPARTS.COM 847-870-1	TUBE CONNECTOR	32.85
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	COVER	44.36
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	FUEL FILTERS	336.22
101-36471-53406	AUTO PARTS & SUPPLIES	LAKESIDE INTERNATIONAL LLC	DOOR LATCH	235.01
101-36471-53406	AUTO PARTS & SUPPLIES	LAMPLINE LI 319-385-4	WARNING LIGHTS 214	551.70
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	WINDSHIELD GASKET	121.21
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	BRACKET	78.90
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	RTV	19.86
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS	417.36
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FILTERS	628.61
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FUSE	15.87
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BATTERY	204.84
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BATTERY	151.94
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	CREDIT-PART RETURN	(127.80)
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	CREDIT-PART RETURN	(126.99)
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	CREDIT-CORE RETURN	(18.00)
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS 119	255.60
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	OIL FILTER	14.89
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS 7494	255.60
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTOR	127.80
101-36471-53406	AUTO PARTS & SUPPLIES	POMP'S TIRE SERVICE	CREDIT-PARTS RETURN	(154.08)
101-36471-53406	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER	CREDIT-PARTS RETURN	(1,660.00)
101-36471-53406	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER	GASKET 211	113.80
101-36471-53406	AUTO PARTS & SUPPLIES	RUSH TRUCK CENTER	REACTOR 211	1,660.00

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101-36471-53406	AUTO PARTS & SUPPLIES	SONETICS CORPORATION 800-833-4	HEADSET REPAIR 215	70.00
101-36471-53406	AUTO PARTS & SUPPLIES	STROBES N MORE LLC	WARNING LIGHTS 212	945.78
101-36471-53406	AUTO PARTS & SUPPLIES	VEHICLESAFETYSUPPLYCOM 877-29564	SPOT BULB	64.08
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	SENSOR 246	213.76
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	HUB 335	509.26
101-36471-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	SAW PARTS	32.19
101-36471-53407	EQUIP MAINT PART&SUPPLIE	BONNELL INDUSTRIES INC	COUPLERS	238.93
101-36471-53407	EQUIP MAINT PART&SUPPLIE	DULTMEIER SALES LLC	CHECK VALVES	100.67
101-36471-53407	EQUIP MAINT PART&SUPPLIE	FASTENAL COMPANY	HARDWARE	10.01
101-36471-53407	EQUIP MAINT PART&SUPPLIE	HOME DEPOT CREDIT SERVICES	CORD REEL	55.98
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BATTERIES	321.38
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BATTERIES	(321.38)
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	FILTER	11.77
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	BELT	17.93
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	FILTERS	270.45
101-36471-53407	EQUIP MAINT PART&SUPPLIE	POMP'S TIRE SERVICE	TRAILER TIRES	390.88
101-36471-53407	EQUIP MAINT PART&SUPPLIE	R.N.O.W., INC	SWEEPER PARTS	3,189.06
101-36471-53407	EQUIP MAINT PART&SUPPLIE	R.N.O.W., INC	BELT SWEEPER	403.55
101-36471-53407	EQUIP MAINT PART&SUPPLIE	R.N.O.W., INC	PUMP	896.32
101-36471-53407	EQUIP MAINT PART&SUPPLIE	STANDARD EQUIPMENT COMPANY	DEBRIS HOSE	977.58
101-36471-53415	FUELS	AL WARREN OIL CO, INC	FUEL #1728451 1/13/23	8,719.71
101-36471-53415	FUELS	AL WARREN OIL CO, INC	FUEL #1728452 1/13/23	6,177.57
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		<u>38,582.50</u>
Dept 67001 RECREATION ADMINISTRATION				
101-67001-51654	MEMBERSHIPS & SUBSCRIP	IPRA 708-588-2	IPRA DUES - KADZIELAWSKI	264.00
101-67001-51654	MEMBERSHIPS & SUBSCRIP	IPRA 708-588-2	IPRA DUES - CAPUTO	264.00
101-67001-53204	CELL PHONES & PAGERS	VERIZON WIRELESS LLC	CELL PHONE - DEC	4.74
101-67001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	STAPLER, WHITEOUT, POST IT, TAPE, PAPER	102.65
101-67001-53211	OTHER SUPPLIES	PULSE DESIGN INC	OSLAD TRAIL SIGN - DEPOSIT	1,030.00
101-67001-53212	PROGRAM SUPPLIES	COMPLIANCESIGNS.COM 800-57812	PARK SIGNAGE	(114.08)
101-67001-53212	PROGRAM SUPPLIES	COMPLIANCESIGNS.COM 800-57812	PARK SIGNAGE	252.96
101-67001-53212	PROGRAM SUPPLIES	COMPLIANCESIGNS.COM 800-57812	PARK SIGNAGE	114.08
101-67001-53212	PROGRAM SUPPLIES	THE PRESTWICK GROUP, INC	MEMORIAL BENCH PLAQUE REPLACEMENT	177.60
101-67001-53212	PROGRAM SUPPLIES	WF WAYFAIR3695233692 866-263-8	STORAGE CABINETS	152.97
101-67001-54301	BANK & CREDIT CARD FEES	PLUG N PAY INC 800-945-2	BANK AND CREDIT CARD FEES	30.00
		Total For Dept 67001 RECREATION ADMINISTRATION		<u>2,278.92</u>
Dept 67935 RECREATION DANCE				
101-67935-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	MARKERS	35.09

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101-67935-53211	OTHER SUPPLIES	REVDANCE.TENTH HOUSE 800-806-1	LEOS	23.65
101-67935-53211	OTHER SUPPLIES	REVOLUTION DANCEWEAR LLC	APA RECITAL COSTUMES	10,579.60
101-67935-53211	OTHER SUPPLIES	WEISSMAN DESIGNS FOR D 314-773-9	APA RECITAL COSTUMES	13,515.83
101-67935-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	COMPETITION PROPS	111.86
101-67935-53212	PROGRAM SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	STAPLER, WHITEOUT, POST IT, TAPE, PAPER	56.99
101-67935-54306	EQUIPMENT RENTAL	BUFFALO GROVE PARK DIS BUFFALO G	MAR '23 THEATER RENTAL	1,667.00
		Total For Dept 67935 RECREATION DANCE		<u>25,990.02</u>
Dept 67940 RECREATION PRESCHOOL				
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	ADHESIVE LETTERS	11.99
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	PAINT BRUSHES	13.98
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	MEMORY SD CARDS	49.35
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	REFUND POT HOLDERS	(47.96)
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	GLITTER LETTERS	27.97
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	REFUND LETTERS	(25.97)
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	REFUND SD CARDS	(19.09)
101-67940-53212	PROGRAM SUPPLIES	KOHL'S CORPORATE	POT HOLDERS	48.12
101-67940-53212	PROGRAM SUPPLIES	KOHL'S CORPORATE	REFUND POT HOLDERS	(48.12)
		Total For Dept 67940 RECREATION PRESCHOOL		<u>10.27</u>
Dept 67945 RECREATION YOUTH PROGRAMS				
101-67945-52115	RECREATION PROGRAM SERVICE	KANTOR, GARY	WINTER I - 1 PARTICIPANT MAGIC	16.50
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		<u>16.50</u>
Dept 67965 RECREATION ATHLETICS				
101-67965-52115	RECREATION PROGRAM SERVICE	ON COURSE RIDING ACADEMY	WINTER 1 - 2 PARTICIPANTS - HORSE	588.00
101-67965-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	REFUND SD CARDS	189.98
		Total For Dept 67965 RECREATION ATHLETICS		<u>777.98</u>
Dept 67970 RECREATION AQUATICS				
101-67970-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	COMPETITION PROPS	25.98
101-67970-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	LOCKER LOCKS	74.08
101-67970-53211	OTHER SUPPLIES	WOOD, AUSTIN	DEPOSIT FOR DRY STORAGE RACKS	1,898.00
		Total For Dept 67970 RECREATION AQUATICS		<u>1,998.06</u>
		Total For Fund 101 GENERAL		<u>369,324.41</u>
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
202-36001-53201	ELECTRICITY	AEP ENERGY, INC	STREETLIGHT ELECTRIC	12,796.70

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202-36001-53201	ELECTRICITY	AEP ENERGY, INC	STREETLIGHT ELECTRIC	494.50
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	606.95
202-36001-55253	INFRASTRUCTURE IMPROVEMT	TRAFFIC CONTROL & PROTECTION INC	SIGNS	801.90
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				14,700.05
Total For Fund 202 MOTOR FUEL TAX				14,700.05
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
207-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - JANUARY 2023	2.79
Total For Dept 00000				2.79
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
207-67600-53212	PROGRAM SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	STAPLER, WHITEOUT, POST IT, TAPE, PAPER	92.04
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	RECREATION SIGN UP - JAN	9.99
Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN				102.03
Dept 67605 RECREATION WINTER FESTIVAL				
207-67605-52115	RECREATION PROGRAM SERV	TAYLOR RENTAL/PARTY PLUS	MOM '22 - REFUND	(75.00)
207-67605-52115	RECREATION PROGRAM SERV	TAYLOR RENTAL/PARTY PLUS	MOM '22 - RENTAL BALANCE	149.29
207-67605-52115	RECREATION PROGRAM SERV	TODD, MICHAEL H	MOM '23 SLEIGH RIDES DEPOSIT	1,500.00
207-67605-53212	PROGRAM SUPPLIES	A-1 CLEANERS	MOM '22 - SUIT CLEANING	13.40
207-67605-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	MOM '22- SHEPERDS HOOK, ROPE, BUNGEE, ENVELOPES	122.72
207-67605-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	MOM '22 - GIFT BAGS	15.48
207-67605-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	MOM '22 HEATED GLOVES	78.27
207-67605-53212	PROGRAM SUPPLIES	JEWEL #3485 LAKE ZURI	MOM '22 ICE	188.50
207-67605-53212	PROGRAM SUPPLIES	KOHL'S CORPORATE	MOM '22 - SANTA GIFTS	23.09
207-67605-53212	PROGRAM SUPPLIES	LAKE ZURICH LIONS CLUB	TREES FOR DECK THE TREES BREEZE	500.00
207-67605-53212	PROGRAM SUPPLIES	SHUTTERFLY INC. 650-610-5	MOM '22- THANK YOU'S	131.97
207-67605-53212	PROGRAM SUPPLIES	SIGNS BY TOMORROW	MOM '22 - MAGNETIC SIGNS	225.66
Total For Dept 67605 RECREATION WINTER FESTIVAL				2,873.38
Total For Fund 207 SPECIAL EVENTS FUND				2,978.20
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	S OLD RAND RD INFRASTRUCTURE	5,250.00
214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	BLOCK A, LAKE, MIONSKE PUBLIC IMPROVE	11,333.75
214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	BLOCK A, LAKE, MIONSKI PUBLIC IMPROV	18,605.25

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214-10490-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	S OLD RAND RD INFRASTRUCTURE	17,726.00
		Total For Dept 10490 GENERAL GOVERNMENT TIF		52,915.00
		Total For Fund 214 TIF #2 DOWNTOWN		52,915.00
Fund 227 DISPATCH CENTER				
Dept 00000				
227-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - JANUARY 2023	49.67
		Total For Dept 00000		49.67
Dept 24220 POLICE DISPATCH				
227-24220-51651	LICENSING/CERTIFICATIONS	IL DEPT OF PUBLIC HEALTH	EMD RECERTIFICATION - TORRES	63.00
227-24220-51651	LICENSING/CERTIFICATIONS	IL DEPT OF PUBLIC HEALTH	EMD RECERTIFICATION - PARLBERG	21.00
227-24220-51651	LICENSING/CERTIFICATIONS	IL DEPT OF PUBLIC HEALTH	EMD RECERTIFICATION - WELLS	21.00
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SOCKS - CIPOLLA	31.13
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	PANTS - STEFFY	78.14
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	BOOTS, SHIRTS - KULIG	325.21
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SHIRT - KULIG	23.69
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	PANTS - MORGAN	170.76
227-24220-53209	UNIFORMS	RISICATO DESIGNS LLC	POLOS - MORGAN	95.72
227-24220-53209	UNIFORMS	SIEBER, ANDREW	PATCH SEWING FOR DISPATCH	12.00
227-24220-53210	SMALL TOOLS & EQUIP	CDW GOVERNMENT LLC	HEADSETS	240.92
227-24220-53210	SMALL TOOLS & EQUIP	COSTCO WHOLESALE #378	TV MONITOR FOR DISPATCH	299.99
227-24220-54303	LEGAL NOTICE/PUBLISHING	THE BLUE LINE	TELECOMMUNICATOR ADVERTISEMENT	397.00
		Total For Dept 24220 POLICE DISPATCH		1,779.56
		Total For Fund 227 DISPATCH CENTER		1,829.23
Fund 401 VILLAGE CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
401-36001-55251	LAND IMPROVEMENTS	CHICAGOLAND PAVING CONTRACTORS, INC	2022 PARKING LOT RESURFACING	58,611.37
401-36001-55251	LAND IMPROVEMENTS	CHICAGOLAND PAVING CONTRACTORS, INC	OAK RIDGE BASKETBALL RESURFACE	35,500.00
401-36001-55251	LAND IMPROVEMENTS	LANDWORKS LTD	PAULUS PARK OSLAD IMPROVEMENTS	27,001.24
401-36001-55251	LAND IMPROVEMENTS	LANDWORKS LTD	PAULUS PARK OSLAD IMPROVEMENTS	82,085.91
401-36001-55251	LAND IMPROVEMENTS	MANHARD CONSULTING LTD	2022 PARKING LOTS - VH/BUFFALO CREEK	1,470.00
401-36001-55251	LAND IMPROVEMENTS	MANHARD CONSULTING LTD	2022 PARKING LOTS - VH/BUFFALO CREEK	315.00
401-36001-55252	BLDG & BLDG IMPROVEMENTS	AMAZON.COM SALES, INC	CHALET DECK SCREWS	132.22
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	125.86
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	189.89

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401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS - CREDIT	(1,587.66)
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	23.56
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	167.78
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	1,587.66
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	162.14
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	292.55
401-36001-55252	BLDG & BLDG IMPROVEMENTS	PJ'S CONCRETE PUMPING SERVICE	CHALET DECK PUMP TRUCK	988.40
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				207,065.92
Dept 36470 PUBLIC WORKS STORM WATER CONTROL				
401-36470-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	BUFFALO CREEK IMPROVE - BRISTOL TRAILS PK	3,187.50
401-36470-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	BUFFALO CREEK IMPROVE - BRISTOL TRAILS PK	6,056.00
Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL				9,243.50
Total For Fund 401 VILLAGE CAPITAL PROJECTS				216,309.42
Fund 405 NHR CAPITAL PROJECTS				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
405-36001-55253	INFRASTRUCTURE IMPROVEMT	CONSTRUCTION & GEOTECHNICAL	2022 LZ ROAD PROGRAM	3,935.00
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 LZ ROAD PROGRAM	945.00
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2023 LZ ROAD PROGRAM	4,203.25
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 LZ ROAD PROGRAM	393.75
405-36001-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2023 LZ ROAD PROGRAM	7,632.75
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				17,109.75
Total For Fund 405 NHR CAPITAL PROJECTS				17,109.75
Fund 501 WATER & SEWER				
Dept 00000				
501-00000-21455	LC CONNECTION FEE PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT	LC CONNECTION - 495 ENTERPRISE PKWY	1,249.30
501-00000-21455	LC CONNECTION FEE PAYABLE	LAKE COUNTY PUBLIC WORKS DEPT	LC CONNECTION - 935 S RAND RD	64,197.90
501-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - JANUARY 2023	53.70
Total For Dept 00000				65,500.90
Dept 36001 PUBLIC WORKS ADMINISTRATION				
501-36001-51651	LICENSING/CERTIFICATIONS	ROGERS, JAMES	REIMB: CDL LICENSE RENEWAL	50.00
501-36001-51654	MEMBERSHIPS & SUBSCRIP	J U L I E INC.	ANNUAL MEMBERSHIP ASSESSMENT	10,557.00
501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 01/26	39.56
501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 1/19	39.56

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501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01-06	39.56
501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 01/12	39.56
501-36001-52201	VILLAGE ATTORNEY	KLEIN THORPE & JENKINS	KTJ LEGAL SERVICES THROUGH 12/31/22	577.23
501-36001-52704	MAINT-EQUIPMENT	IMAGING ESSENTIALS INC	CANON PRINTER/SCANNER MAINTENANCE 11/22-10/23	503.47
501-36001-53203	TELEPHONE & DATA SVCS	LINGO TELECOM LLC	ANALOG LINES - JAN 2023	312.00
501-36001-53203	TELEPHONE & DATA SVCS	PEERLESS NETWORK INC	ANALOG LINES - JAN 2023	155.11
501-36001-53209	UNIFORMS	R S HUGHES CO., INC.	SAFETY VESTS	134.02
501-36001-53209	UNIFORMS	SAF-T-GARD INTERNATIONAL, INC	PPE SAFETY GLASSES	194.40
501-36001-53211	OTHER SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	AIR LINE ADAPTER FOR SHORING SYSTEM	12.24
501-36001-54303	LEGAL NOTICE/PUBLISHING	PADDOCK PUBLICATIONS INC.	BID NOTICE - S OLD RAND & MAIN ST WTR MAIN #1863811	170.20
501-36001-54305	EMPLOYEE EXAMS	NORTHWEST COMMUNITY HOSPITAL	CONSORTIUM MEMBERSHIP	50.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>12,873.91</u>
Dept 36550 PUBLIC WORKS WATER SERVICE				
501-36550-52606	SYSTEM(S) INSPECTIONS	AMERICAN BACKFLOW & FIRE PREVENTION	BACKFLOW DEVICE INSPECTIONS WELLS/WTPS	750.00
501-36550-52606	SYSTEM(S) INSPECTIONS	CORRPRO COMPANIES INC.	CATHODIC SYSTEM INSPECTION/.75, 1.5 MG TANKS	1,880.00
501-36550-52607	WATER SAMPLE ANALYSIS	ENVIRONMENTAL INC. MIDWEST LAB	WATER SAMPLE ANALYSIS (RADIUM)	500.00
501-36550-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	DOOR LOCK REPAIRS - WELL HOUSES	490.00
501-36550-52701	MAINT-BLDGS & GROUNDS	AHERNS, KEVIN	DOOR LOCK REPAIRS - CHEMICAL STORAGE	150.00
501-36550-52704	MAINT-EQUIPMENT	BAXTER & WOODMAN, INC	SCADA SYSTEM SERVICE CALL/REPAIRS	1,364.38
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #11	138.33
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #7	2,853.84
501-36550-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	WELL #8	6,006.97
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #7	877.42
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #8	1,092.13
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #9	581.50
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #12	522.67
501-36550-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	REPLACE POWER CORD FOR GRINDER	10.97
501-36550-53211	OTHER SUPPLIES	BLACKBURN MANUFACTURING CO.	JULIE LOCATE MARKING FLAGS	690.12
501-36550-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	DRILL BIT & PAINT	162.00
501-36550-53407	EQUIP MAINT PART&SUPPLIE	BUSHNELL INCORPORATED	WELL 12 WTP BRINE PIPING REPAIR	1,243.27
501-36550-53407	EQUIP MAINT PART&SUPPLIE	BUSHNELL INCORPORATED	BRINE PIPING REPAIR/WELL 12	503.97
501-36550-53407	EQUIP MAINT PART&SUPPLIE	HOME DEPOT CREDIT SERVICES	WELL 12 PVC BRINE PIPE REPAIR	13.26
501-36550-53407	EQUIP MAINT PART&SUPPLIE	HOME DEPOT CREDIT SERVICES	WELL 12 BRINE PIPING REPAIR	53.95
501-36550-53411	INST & TELEMETRY P&S	BAXTER & WOODMAN, INC	SCADA SYSTEM SERVICE CALL/REPAIRS	148.48
501-36550-53413	DISTRIBUTION SYS REPAIR	HOME DEPOT CREDIT SERVICES	DRAIN TILE REPAIR MATLS FOR CUBA RD	12.84
501-36550-53413	DISTRIBUTION SYS REPAIR	MID AMERICAN WATER OF WAUCONDA INC	REPAIR CLAMP & B-BOX PARTS	825.00
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #8	2,793.90
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #10	2,882.34
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #9	2,811.32

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501-36550-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	FLINT CREEK ESTATES WATER MAIN REPLACE	3,094.50
		Total For Dept 36550 PUBLIC WORKS WATER SERVICE		<u>32,453.16</u>
Dept 36560 PUBLIC WORKS SEWER SERVICE				
501-36560-52111	OTHER PROFESSIONAL SVCS	BAXTER & WOODMAN, INC	2022 PRETREATMENT ASSISTANCE	3,473.75
501-36560-52111	OTHER PROFESSIONAL SVCS	BAXTER & WOODMAN, INC	2023 PRETREATMENT ASSISTANCE	961.25
501-36560-52111	OTHER PROFESSIONAL SVCS	METROPOLITAN INDUSTRIES INC.	METROCLOUD DATA MONITORING/LIFT STATIONS	405.00
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDROGEN SULFIDE REDUC PRGR - QUENTIN/NW PUMP STA	5,000.00
501-36560-52701	MAINT-BLDGS & GROUNDS	CHICAGOLAND PAVING CONTRACTORS, INC	2022 PARKING LOT RESURFACING	7,000.00
501-36560-52701	MAINT-BLDGS & GROUNDS	LAYNE CHRISTENSEN COMPANY	WELL 11 ABANDONMENT	81,944.38
501-36560-52701	MAINT-BLDGS & GROUNDS	METROPOLITAN INDUSTRIES INC.	SERVICE CALL/ORCHARD LIFT COMMUNICATION FAIL	675.00
501-36560-52710	MAINT-INST & SCADA	METROPOLITAN INDUSTRIES INC.	SERVICE CALL/ORCHARD LIFT COMMUNICATION FAIL	740.00
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 805 CHURCH ST	23.15
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1160 BRISTOL TRAIL	146.86
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 700 OLD MILL GROVE	55.89
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 620 CHURCH ST	216.55
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 61 W MAIN ST	55.64
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1100 QUENTIN RD	997.31
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1160 THORNDALE LN	209.28
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 1005 MARCH ST	70.39
501-36560-53210	SMALL TOOLS & EQUIP	HOME DEPOT CREDIT SERVICES	DRILL BIT & PAINT	10.77
501-36560-53211	OTHER SUPPLIES	BLACKBURN MANUFACTURING CO.	JULIE LOCATE MARKING FLAGS	148.00
501-36560-53417	SAND & GRAVEL	THELEN MATERIALS, LLC	GRADE 9 GRAVEL 1/11	2,261.33
501-36560-55253	INFRASTRUCTURE IMPROVEMT	INSITUFORM TECHNOLOGIES USA, LLC	2022 SANITARY SEWER LINING	21,802.95
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 SANITARY SEWER LINING	1,371.25
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2023 SANITARY SERVICE LINING	1,885.00
501-36560-55253	INFRASTRUCTURE IMPROVEMT	MANHARD CONSULTING LTD	2022 SANITARY SERVICE LINING	<u>2,881.50</u>
		Total For Dept 36560 PUBLIC WORKS SEWER SERVICE		<u>132,335.25</u>
Total For Fund 501 WATER & SEWER				<u>243,163.22</u>
Fund 601 MEDICAL INSURANCE				
Dept 00000				
601-00000-15001	PREPAID EXPENDITURES	I P B C	IPBC INSURANCE - JANUARY 2023	221,215.57
		Total For Dept 00000		<u>221,215.57</u>
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
601-10001-52340	MEDICAL ADMIN FEE	BASIC	FSA PLAN - JAN	124.25
601-10001-52340	MEDICAL ADMIN FEE	BASIC BENEFITS LLC	COBRA PLAN - JAN	102.00
601-10001-52342	LOCAL 150 HEALTH INS PRE	MIDWEST OPERATING ENG L/150	LOCAL 150 INSURANCE - MAR	44,159.00

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601-10001-52342	LOCAL 150 HEALTH INS PRE	MIDWEST OPERATING ENG L/150	LOCAL 150 INSURANCE - ADD CHILD	881.00
601-10001-52342	LOCAL 150 HEALTH INS PRE	MIDWEST OPERATING ENG L/150	LOCAL 150 INSURANCE - ADD CHILD	1,762.00
601-10001-54310	WELLNESS PROGRAM	EMPOWER HEALTH SERVICES LLC	BIOMETRICS AND FLU SHOTS	10,989.00
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				58,017.25
Total For Fund 601 MEDICAL INSURANCE				279,232.82
Fund 603 RISK MANAGEMENT				
Dept 00000				
603-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - JANUARY 2023	1.72
Total For Dept 00000				1.72
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
603-10001-52114	LIABILITY INSURANCE CLAIMS	ACMETOOLS.COM 877-345-2	FACE SHIELDS	1,439.28
603-10001-52114	LIABILITY INSURANCE CLAIMS	GRAINGER	HARD HATS	590.25
603-10001-52114	LIABILITY INSURANCE CLAIMS	GRAINGER	HARD HATS	826.35
603-10001-52114	LIABILITY INSURANCE CLAIMS	GRAINGER	HARD HATS	236.10
603-10001-52114	LIABILITY INSURANCE CLAIMS	GRAINGER	HARD HATS	236.10
603-10001-52114	LIABILITY INSURANCE CLAIMS	INTERGOVERNMENTAL RISK MGMT AGENCY	IRMA DETUCTIBLE	4,817.01
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				8,145.09
Total For Fund 603 RISK MANAGEMENT				8,146.81
Fund 615 EQUIPMENT REPLACEMENT				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
615-10001-55254	MACHINERY & EQUIPMENT	TOSHIBA BUSINESS SOLUTIONS, USA	REPLACE COPIERS-PW/VILLAGE MRG OFFICES	10,444.00
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				10,444.00
Total For Fund 615 EQUIPMENT REPLACEMENT				10,444.00
Fund 710 PERFORMANCE ESCROW				
Dept 00000				
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0187	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0185	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0186	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0188	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0199	2,890.00

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 02/06/2023
\$1,349,670.36

<u>GL Number</u>	<u>GL Desc</u>	<u>Vendor</u>	<u>Invoice Description</u>	<u>Amount</u>
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0200	2,890.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0102	3,060.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0088	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0089	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0103	3,060.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0090	105.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0104	3,060.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB22-0105	3,060.00
710-00000-21455	BUILDING DEPOSIT PAYABLES	NVR RYAN HOMES	BD BOND REF - PERMIT #BBD22-0091	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ABSOLUTE CONSTRUCTION	BD BOND REF - PERMIT #BBD22-0321	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ALOHA CONSTRUCTION INC	BD BOND REF - PERMIT #BBD22-0648	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ALOHA RESTORATION CO	BD PAYMENT REF - PERMIT #PB20-0214	510.00
710-00000-25201	BUILDING PERMIT DEPOSITS	AMERICAN NATIONAL SPRINKLE	BD BOND REF - PERMIT #BBD22-0639	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ARS OF ILLINOIS	BD BOND REF - PERMIT #BBD22-0693	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ARS OF ILLINOIS	BD BOND REF - PERMIT #BBD22-0641	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	BILL'S DECORATING AND CONSTRUCTION	BD BOND REF - PERMIT #BBD22-0451	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	BLACK DIAMOND PLUMBING & MECHA	BD PAYMENT REF - PERMIT #PB19-1373	1,020.00
710-00000-25201	BUILDING PERMIT DEPOSITS	BLACK DUCK 3 LLC	BD BOND REF - PERMIT #BBD22-0596	510.00
710-00000-25201	BUILDING PERMIT DEPOSITS	BLACK DUCK 3 LLC	BD BOND REF - PERMIT #BBD22-0005	5,000.00
710-00000-25201	BUILDING PERMIT DEPOSITS	CERTASUN LLC	BD BOND REF - PERMIT #BBD22-0556	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	CONVEYING CONVENIENCE	BD BOND REF - PERMIT #BBD21-0067	510.00
710-00000-25201	BUILDING PERMIT DEPOSITS	CONVEYING CONVENIENCE	BD BOND REF - PERMIT #BBD22-0003	3,060.00
710-00000-25201	BUILDING PERMIT DEPOSITS	EXCLUSIVE DESIGN CENTER	BD BOND REF - PERMIT #BBD22-0531	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	FELDCO FACTORY	BD BOND REF - PERMIT #BBD22-0626	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	GERE MARIE	BD BOND REF - PERMIT #BBD22-0055	510.00
710-00000-25201	BUILDING PERMIT DEPOSITS	GRAYSLAKE CONSTRUCTION INC	BD BOND REF - PERMIT #BBD22-0681	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	HOME DEPOT USA INC	BD BOND REF - PERMIT #BBD22-0381	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	JMLJ CONSTRUCTION CO INC	BD PAYMENT REF - PERMIT #PB21-0573	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	JMLJ CONSTRUCTION CO INC	BD PAYMENT REF - PERMIT #PB22-1024	53.60
710-00000-25201	BUILDING PERMIT DEPOSITS	KIMLEY-HORN AND ASSOCIATES	BD BOND REF - PERMIT #BBD22-0459	350.00
710-00000-25201	BUILDING PERMIT DEPOSITS	KLEINE, MIKE & TONI	BD BOND REF - PERMIT #BBD22-0204	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	M/I HOMES OF CHICAGO, LLC	BD BOND REF - PERMIT #BBD22-0180	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	M/I HOMES OF CHICAGO, LLC	BD PAYMENT REF - PERMIT #PB20-0993	3,060.00
710-00000-25201	BUILDING PERMIT DEPOSITS	M/I HOMES OF CHICAGO, LLC	BD PAYMENT REF - PERMIT #PB20-0993	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	M/I HOMES OF CHICAGO, LLC	BD PAYMENT REF - PERMIT #PB20-1353	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	MANHARD CONSULTING LTD	KILDEER CROSSINGS SUBDIVISION	1,469.50
710-00000-25201	BUILDING PERMIT DEPOSITS	NEIGHBORHOOD REMODELERS	BD BOND REF - PERMIT #BBD22-0349	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0063	100.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0063	1,500.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0066	1,500.00

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 02/06/2023
\$1,349,670.36

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0066	100.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0065	100.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0065	1,500.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0064	100.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NVR RYAN HOMES	BD PAYMENT REF - PERMIT #PB21-0064	1,500.00
710-00000-25201	BUILDING PERMIT DEPOSITS	R.T. MILORD COMPANY	BD BOND REF - PERMIT #BOD21-0001	5,100.00
710-00000-25201	BUILDING PERMIT DEPOSITS	SIDING AND WINDOWS GROUP LTD	BD BOND REF - PERMIT #BBD22-0035	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	SIGNS BY TOMORROW	BD BOND REF - PERMIT #BBD22-0406	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	SMART OUTDOOR LIVING	BD BOND REF - PERMIT #BBD22-0455	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	STRATFORD SIGN SALES	BD BOND REF - PERMIT #BBD22-0635	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	TIMBERBUILT, INC	BD BOND REF - PERMIT #BBD22-0584	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	UNDERYS, LUCAS & KATHRYN	BD BOND REF - PERMIT #BBD23-0006	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	VIA VICI SALON	BD BOND REF - PERMIT #BBD22-0702	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	WINDOWS AND EXTERIORS BY OLSON, IN	BD BOND REF - PERMIT #BBD22-0575	105.00
710-00000-25502	PEG CABLE FEES	APPLE STORE #R258 DEER PARK	CONFIGURATION CLOUD STORAGE	2.99
710-00000-25502	PEG CABLE FEES	BOZIOFF, ADRIAN T	MEDIA CREW - JAN 2023	101.25
710-00000-25502	PEG CABLE FEES	DRI*VMWARE my.vmware.	SOFTWARE MAINTENANCE	99.00
		Total For Dept 00000		49,241.34
		Total For Fund 710 PERFORMANCE ESCROW		49,241.34
Fund 720 PAYROLL CLEARING				
Dept 00000				
720-00000-22253	IMRF W/H	I M R F	PR DEDUCTIONS - DEC 2022	63,786.16
720-00000-22301	DENTAL / VISION BENEFITS	VISION SERVICE PLAN OF ILLINOIS NFP	VISION INSURANCE	2,086.49
720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INC.	AFLAC INSURANCE COVERAGE - JAN 2023	5,561.36
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	I P B C	IPBC INSURANCE - JAN 2023	1,284.06
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	STANDARD LIFE INSURANCE COMPANY	DENTAL INSURANCE COVERAGE - JAN 2023	11,558.04
		Total For Dept 00000		84,276.11
		Total For Fund 720 PAYROLL CLEARING		84,276.11

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 02/06/2023
\$1,349,670.36

<i>GL Number</i>	<i>GL Desc</i>	<i>Vendor</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
			Fund 101 GENERAL	369,324.41
			Fund 202 MOTOR FUEL TAX	14,700.05
			Fund 207 SPECIAL EVENTS FUND	2,978.20
			Fund 214 TIF #2 DOWNTOWN	52,915.00
			Fund 227 DISPATCH CENTER	1,829.23
			Fund 401 VILLAGE CAPITAL PROJECTS	216,309.42
			Fund 405 NHR CAPITAL PROJECTS	17,109.75
			Fund 501 WATER & SEWER	243,163.22
			Fund 601 MEDICAL INSURANCE	279,232.82
			Fund 603 RISK MANAGEMENT	8,146.81
			Fund 615 EQUIPMENT REPLACEMENT	10,444.00
			Fund 710 PERFORMANCE ESCROW	49,241.34
			Fund 720 PAYROLL CLEARING	84,276.11
				<u>1,349,670.36</u>
PRIOR YEAR 2022	\$	962,788.83		
CURRENT YEAR 2023	\$	386,881.53		
		<u>1,349,670.36</u>		



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6c

MEMORANDUM

Date: February 6, 2023

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

Re: Zoning Variation for a Room Addition – 710 Fieldstone Circle

Issue: Ms. Carole Urry (the “Applicant” and “Owner”), has filed a zoning application for the property at 710 Fieldstone Circle (the “*Subject Property*”). Specifically, the Applicant is seeking:

- A Variation from Code Section 9-3-11-C-3, Residential Minimum Yards: Rear Yard in the R-5 single-family residential district

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

- Become more business friendly and customer oriented

Analysis: Building and their additions thereof are subject to the provisions of the Village of Lake Zurich Zoning Code and the 2012 International Building Code. Such provisions require a building to be located outside of any required setback.

The property owner is proposing an 18’x15’ (270 square feet) room addition to the house. The building addition is proposed to be constructed 20’-2” from the rear lot line and 9’-0” from the southerly side lot line. The addition is proposed to encroach 9’-10” into the rear yard. It will not encroach any further into the interior side yard than the existing building, which is set back 6.05 feet from the southerly side lot line (a lawful non-conforming setback). The addition will replace a concrete patio (terrace) and patio overhang located in that portion of the 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 30-foot setback along the rear lot line for buildings and any building additions. Buildings may be located no less than 10 feet from any interior side lot line.

Variation for a Room Addition – 710 Fieldstone Circle
February 6, 2023

Pursuant to public notice published on December 24, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for January 18, 2023, to consider the Application. The Village also 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 Applicant indicated that they were aware of the 30-foot setback requirement. They were also aware of the staff’s analysis stating an addition could be built under different dimensions and not encroach into the rear yard.

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 Applicant sought with the proposed addition and therefore voted 5-0 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/76>

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 January 18, 2023, 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.

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

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:

● Page 2

Variation for a Room Addition – 710 Fieldstone Circle
February 6, 2023

- a. Zoning Application prepared by Ms. Carole Urry, homeowner of 710 Fieldstone Circle; and Cover Letter dated December 19, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey prepared by MM Surveying Company, Inc., dated December 22, 2011.
 - d. Plans and Elevations for the building addition prepared by Mark Swanson, Architect, dated September 12, 2022.
2. As further mitigation for construction of the building addition, 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 any existing fence and landscape material along the lot line coterminous with the adjacent properties to the south and west that serves 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 – January 18, 2023 Staff Report and PZC final findings, recommendation and conditions

ORDINANCE NO. 2023-02-495

**AN ORDINANCE GRANTING A VARIATION
(710 Fieldstone Circle – Room Addition)**

WHEREAS, Ms. Carole Urry (“Applicant”) filed an application designated PZC 2023-04 with the Village of Lake Zurich dated December 19, 2022 (“Application”) for the single-family residential property located at 710 Fieldstone Circle (“Subject Property”), said Property legally described in Exhibit A, for zoning approval for a variation to the setback requirements applicable to the Subject Property to allow for the construction of a room addition to encroach into the required rear yard setback for the Subject Property; and

WHEREAS, Subject 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 30 feet in the rear yard for Subject Property in this R-5 Single Family Residential Zoning District for all buildings and building additions; and

WHEREAS, the R-5 Single Family Residential Zoning District further provides that buildings and building additions can be located no less than 10 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 configuration of the house on the Subject Property, the allowable rear yard area and setback limitations for the Subject Property, the proposed location in the rear yard is the only possible location to construct the proposed room addition; and

WHEREAS, Applicant seeks a variation from the required 30-foot rear yard setback to allow a room addition 18’x15’ (270 square feet) in dimensions, with the addition to encroach 9’-10” into the required 30-foot rear yard setback and be located 20’-2” from the rear lot line; and

WHEREAS, strict application of the required 30-foot rear yard setback to the Subject Property would leave the Applicant with only 9 feet in the rear yard to construct the room addition; and

WHEREAS, to reasonably locate the proposed room addition within the rear yard, Applicant seeks to place the structure 20'-2" from the rear lot line, and in compliance with the Code regulations for the corner front and side yards for the Subject Property; and

WHEREAS, the existing home and proposed room addition are screened from view from the adjacent property to the south and west with a privacy fence to minimize any adverse visual impact on neighboring property; and

WHEREAS, the Village posted a public hearing sign on the Subject Property and public notice of the public hearing was published on December 24, 2022, in the Daily Herald, for a public hearing scheduled with the PZC for January 18, 2023, to consider this Application; and

WHEREAS, the PZC conducted a public hearing on January 18, 2023, to consider the Applicant's request for a variation to allow a reduction in the minimum rear yard setback from the 30 feet required by Section 9-3-11, C.3 of the Code, for the Subject Property, in this District, to 20'-2", 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 prepared by the Community Development, dated January 18, 2023, setting forth the information regarding this Application and the proposed findings, applicable standards and recommendations of the staff ("STAFF REPORT"), those findings and recommendations of said STAFF REPORT adopted by the PZC as its own at its January 18, 2023 meeting, all 10 pages attached hereto as Exhibit B; and

WHEREAS, at its February 6, 2023 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 room addition, 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 Chapter 17 of the Lake Zurich Zoning Code for the Subject Property in this R-5 Single Family Residential Zoning 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 PZC to grant the variation requested by Applicant for a reduction in yard requirements at Section 9-3-11 Paragraph C.3 from the required rear yard setback of 30 feet to authorize an encroachment of 9'-10" to allow a rear yard setback of 20'-2", and, based upon all information and evidence presented to the PZC, approve and adopt the PZC recommendation to grant this variation for the Subject Property subject to the following terms and conditions, pursuant to Section 9-17-6 of Chapter 17 of the Lake Zurich Zoning Code:

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 Ms. Carole Urry, homeowner of 710 Fieldstone Circle; and Cover Letter dated December 19, 2022.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Plat of Survey prepared by MM Surveying Company, Inc., dated December 22, 2011.
 - d. Plans and Elevations for the building addition prepared by Mark Swanson, Architect, dated September 12, 2022.
2. As further mitigation for construction of the building addition, 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 any existing fence and landscape material along the lot line coterminous with the adjacent properties to the south and west that serves 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 and adopted by the PZC as its own at its January 18, 2023 meeting, all 10 pages of said STAFF REPORT attached hereto as Exhibit B, 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 Subject 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 February, 2023.

Ayes:

Nays:

Absent:

APPROVED this ____ day of February, 2023.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

EXHIBIT A
Legal Description of Subject Property

LOT 8 IN BLOCK I IN OLD MILL GROVE UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28. TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1969 AS DOCUMENT 1426338, IN BOOK 46 OF PLAT, PAGE 57, IN LAKE COUNTY, ILLINOIS.

EXHIBIT B

Staff Report Dated January 18, 2023

Exhibit C

Development Application and attachments dated December 19, 2022



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 2023-04
PZC Hearing Date: January 18, 2023

AGENDA ITEM 4A

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: January 18, 2023
Re: PZC 2023-04 Zoning Application for a Variation
710 Fieldstone Circle

SUBJECT

Ms. Carole Urry (the “Applicant”) requests a Variation of Zoning Code Section 9-3-11: Bulk, Space, and Yard Requirements in the R-5 Single Family Residential Zoning District, to allow for the construction of residential addition within the required rear yard setback, at 710 Fieldstone Circle, legally described in Exhibit A attached hereto (the “Subject Property”). The property is located within Old Mill Grove Subdivision.

GENERAL INFORMATION

Requested Action: Variation of the Rear Yard Setback
Current Zoning: R-5 Single Family Residential District
Current Use: Single Family Home
Property Location: 710 Fieldstone Circle
Applicant and Owner: Ms. Carole Urry
Staff Coordinator: Tim Verbeke, Planner

Staff Report
APPLICATION PZC 2023-04

Community Development Department
PZC Hearing Date: January 18, 2023

LIST OF EXHIBITS

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

BACKGROUND

Ms. Carole Urry (the “Applicant”), is the owner of the property located at 710 Fieldstone Circle, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich dated December 19, 2022 (the “Application”) seeking:

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

Building and their additions thereof are subject to the provisions of the Village of Lake Zurich Zoning Code and the 2012 International Building Code. Such provisions require a building to be located outside of any required setback.

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 30-foot setback along the rear lot line for buildings and any building additions. Buildings may be located no less than 10 feet from any interior side lot line.

In the case of the subject property, the building addition is proposed to be constructed 20’-2” from the rear lot line and 9’-0” from the southerly side lot line. It will not encroach any further into the interior side yard than the existing building, which is set back 6.05 feet from the southerly side lot line (a lawful non-conforming setback). The addition will replace a concrete patio (terrace) and patio overhang located in that portion of the rear yard.

The addition will be located at the southerly end of the rear elevation of the main building. It is proposed to be 18’x15’ (270 square feet). The addition is proposed to encroach 9’-10” into the rear yard. The property also contains a shed located on the northwest corner of the property. All impervious structures together with the proposed addition will continue to meet the minimum landscape surface area on the property at 61.8%. The rear yard is enclosed by a privacy fence on the westerly and southerly lot lines.

Pursuant to public notice published on December 24, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for January 18, 2023,

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APPLICATION PZC 2023-04

Community Development Department
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to consider the Application. The Village also posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The property is located on Lot 8 within Old Mill Grove Subdivision Unit 1 that was platted in 1969. The home on the property was constructed in 1970. The home was constructed as a single-story ranch building using the prevailing zoning requirements and built with a 38'-2" wide rear yard, which conforms to the 30-foot required rear yard setback. However, the building was built with a side loaded garage requiring the main building to be pushed back from the street, leaving less land at the rear of the building for any additional structures.

The property was rezoned within the R-5 single-family residential district as part of the last comprehensive amendment to the zoning code in 2004.

- C. Surrounding Land Use and Zoning.** The subject property is zoned within the R-5 Single Family Residential District. All surrounding properties are zoned within the R-5 Single Family Residential District and are improved with single-family residences within Old Mill Grove Subdivision developed in the 1970s.
- D. Trend of Development.** The residence at 710 Fieldstone Circle was constructed in 1970 in one of the earliest developments south of Cuba Road. It is located in a mature residential neighborhood with similarly designed structures consisting of 1- and 2-story homes on lots that are similar in dimensions to the Subject Property at 75'x125'.
- 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.

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

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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. The Applicant has demonstrated that there is a practical difficulty in constructing the addition in compliance with the current provisions of the zoning code.

The home is a single-story ranch structure with a side loaded garage that required the main building to be pushed back further towards the rear thereby restricting the amount of land available for additional structures. Any addition to the existing building can only extend 8'-2" back from the existing rear building line before it encroaches into the rear yard setback. The variation being sought will provide utility to the proposed addition and satisfy each of the standards set forth in this section.

- 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 Subject Property has a relatively smaller rear yard based on the configuration of the garage. This configuration is not conducive to accommodating most types of backyard structures or additions to the rear. The Applicant is therefore requesting a variation to encroach into the rear yard setback and give it the necessary depth to make it a usable structure.

- 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 current property owner, rather a result of the design

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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 owners are requesting a 15'x 18' room addition to the rear of their property. The addition could not be constructed as designed anywhere else on the property due to setback requirements.

- 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 current owners to enjoy additional room space that is traditional and customary to the enjoyment and use of an otherwise smaller residential property.

- 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 and its proposed addition will continue to remain in harmony with the residential purpose of 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.

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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 minimal 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 the additional along a portion of the rear elevation, leaving an approximately 18-foot rear yard setback on the property.

Moreover, the property owners are replacing an existing patio overhang structure that possesses similar bulk characteristics as the proposed addition. The room addition is proposed to be built to modern standards of the building and zoning code, and will not impede the drainage flow on the property.

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 and access to the property are not being altered.

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

Staff Response: Standard met. The proposed terrace will conform to current building codes and the minimum landscape surface area requirements and therefore would not increase any risk of flood or fire.

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

Staff Response: Standard met. No water and sanitary utilities are proposed to be connected to the proposed addition. 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. The addition proposes to reduce the rear yard setback to approximately 12 feet towards the adjacent rear neighbors to the west at 1394 and 1404 Coral Reef Way. In light of that, the Applicant has obtained letters from these and other surrounding owners not objecting to the proposed addition.

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Community Development Department
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Additionally, the side of the addition will not extend past the farthest southerly portion of the main home and will therefore have minimal visibility from the street.

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 room addition can only be built in the proposed location to have the desired utility that such a feature offers. Due to the extraordinary configuration of the lot, any other location would either not offer sufficient room to give the feature any utility, or place it in a street yard where such a structure would not be viably constructed.

However, the dimensions of the room addition are not at the minimum adjustment that the property owner could apply to give it a reasonable level of functionality – namely, a narrower room addition no more than 9’-10” feet deep and wider than the proposed 15 feet can be constructed at the rear without a variation. However, the proposed addition is being constructed to preserve as much of the rear yard as possible.

As an alternative, the homeowner may continue to reside in the current home without further modification.

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

- 1. An existing patio (terrace) and its patio overhang are being removed to accommodate the new addition thereby minimizing the bulk imposition into the rear yard;**
- 2. The existing home and proposed addition are currently screened from view from the adjacent property to the south and west with a privacy fence; and**
- 3. Owners of the adjacent property have not objected to the construction of the new building addition as proposed.**

The Applicant has obtained letters from the adjacent property owners not objecting to the addition as proposed. Staff therefore recommends approval of the variation, despite the partial compliance with this standard.

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:

Staff Report
APPLICATION PZC 2023-04

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- 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 PZC make these standards a part of the official record of the Application.

Further, based on the existing conditions, mitigation proposed by the Applicant as further described in the staff response to Standard H, and the fact that adjacent property owners do not object to the addition as proposed, Staff of the Community Development Department recommends the approval of PZC 2023-04, 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 prepared by Ms. Carole Urry, homeowner of 710 Fieldstone Circle; and Cover Letter dated December 19, 2022.
 - b. Exhibit A: Legal Description of the Subject property
 - c. Plat of Survey prepared by MM Surveying Company, Inc., dated December 22, 2011.
 - d. Plans and Elevations for the building addition prepared by Mark Swanson, Architect, dated September 12, 2022.
2. As further mitigation for construction of the building addition, 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 any existing fence and landscape material along the lot line coterminous with the adjacent properties to the south and west that serves 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 2023-04

Community Development Department
PZC Hearing Date: January 18, 2023

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

710 FIELDSTONE CIRCLE
January 18, 2023

The Planning & Zoning Commission recommends approval of Application [PZC 2023-04](#), and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated [January 18, 2023](#) 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:
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 3. The Applicant shall ensure that any existing fence and landscape material along the lot line coterminous with the adjacent properties to the south and west that serves 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 2023-04

Community Development Department
PZC Hearing Date: January 18, 2023

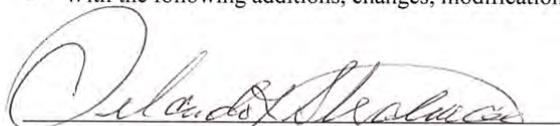
LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

710 FIELDSTONE CIRCLE
January 18, 2023

The Planning & Zoning Commission recommends approval of Application PZC 2023-04, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated January 18, 2023 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:
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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 2023-04

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

LOT 8 IN BLOCK I IN OLD MILL GROVE UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28. TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1969 AS DOCUMENT 1426338, IN BOOK 46 OF PLAT, PAGE 57, IN LAKE COUNTY, ILLINOIS.

Staff Report
APPLICATION PZC 2023-04

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT B
HEARING SIGN ON SUBJECT PROPERTY



Lake County, Illinois



Lake County, Illinois

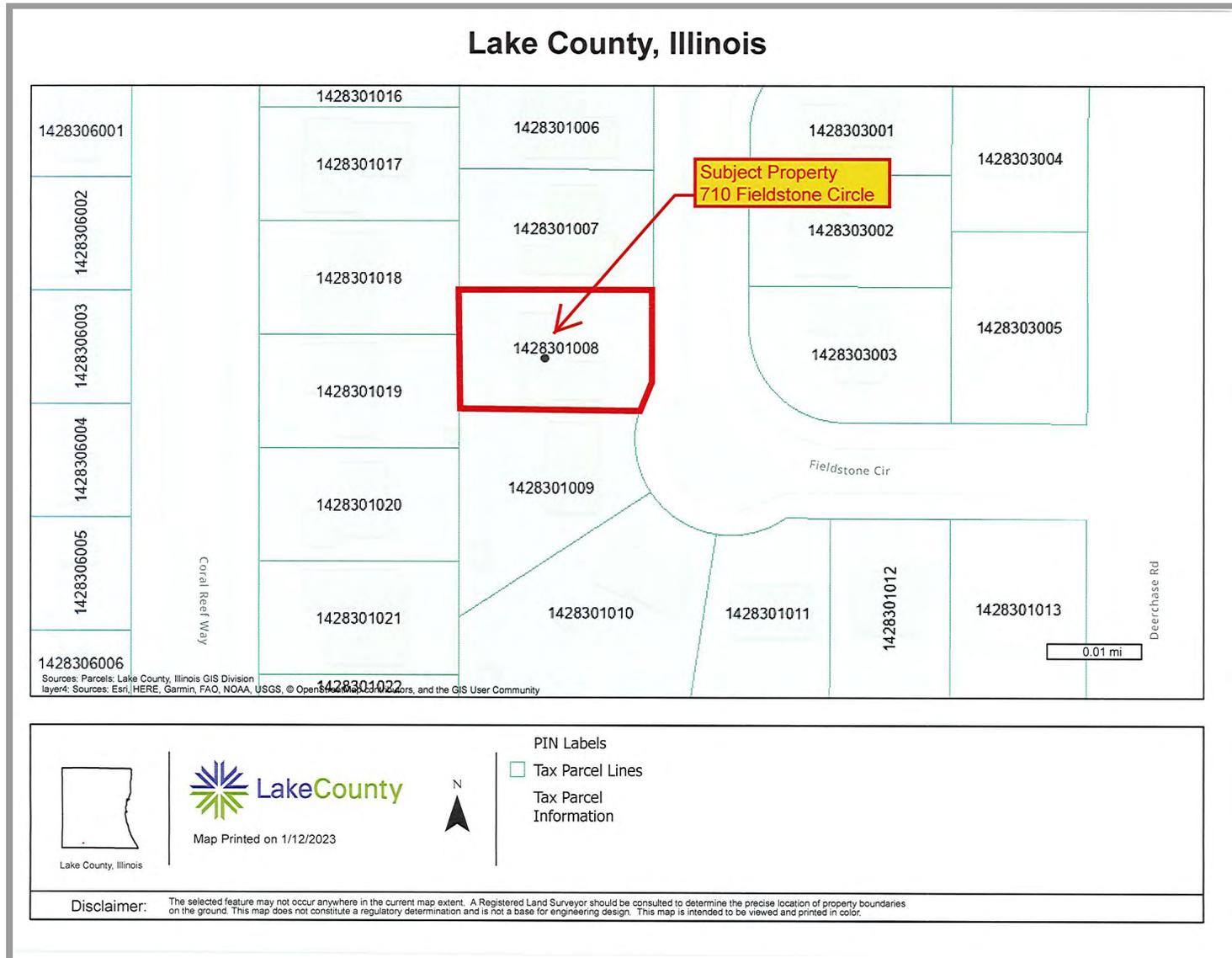


Map Printed on 1/12/2023

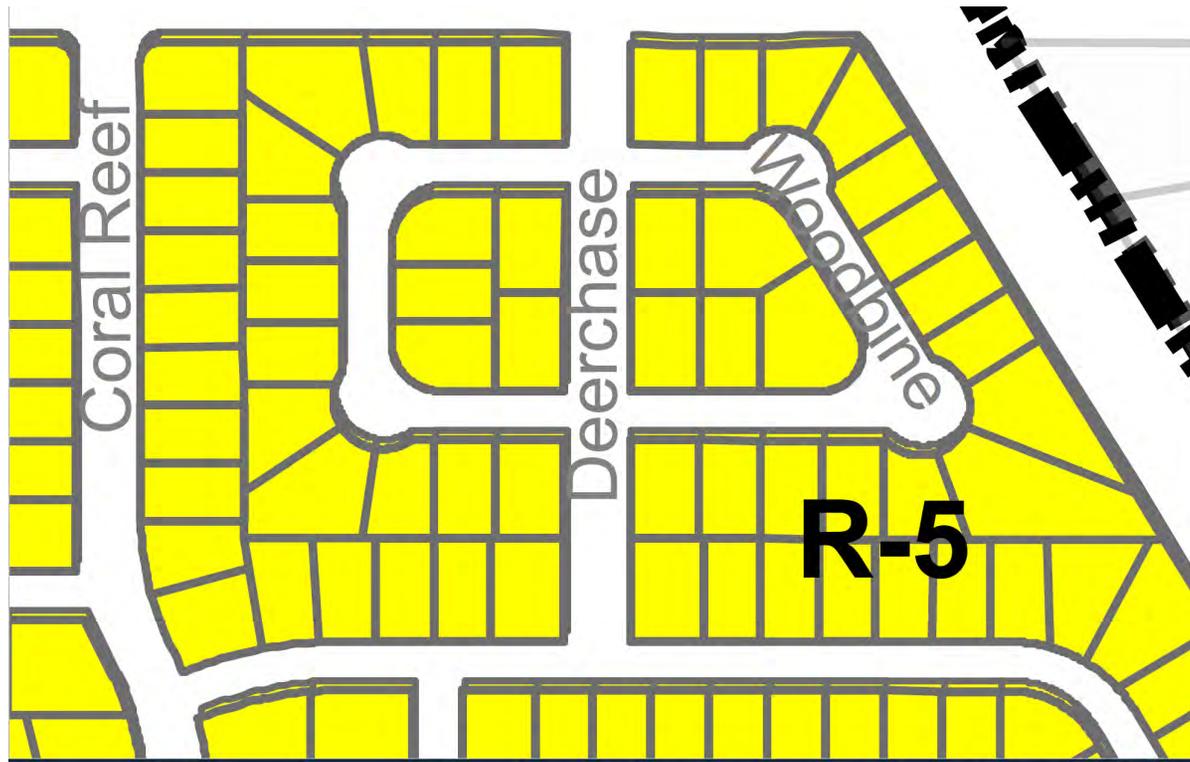


- Tax Parcel Lines
- Tax Parcel Information

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.



Lake Zurich, Illinois
710 Fieldstone Circle
Zoning Map





ZONING APPLICATION

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

(Please Type or Print)

1. Address of Subject Property: 710 Fieldstone Circle
2. Please attach complete legal description
3. Property Identification number(s): 14-28-301-008
4. Owner of record is: Carole Urry Phone: 847-540-5797
 E-Mail CurrySlutte.comcast.net Address: 0AA
5. Applicant is (if different from owner): N/A 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: it is my primary residence
I need to expand the living area to accommodate my expanding family
8. The proposed uses on the property are: extended living area of primary residence
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:
the expansion of my residence is restricted by current village code
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.

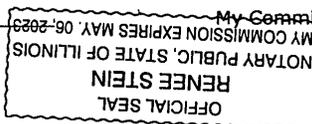
THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
 THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Carole Urry
 (Name of applicant)

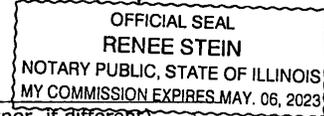
Carole Urry
 (Signature of applicant)

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

Renee Stein
 (Notary Public)



My Commission Expires 5/6/2023



N/A
 (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 _____
(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 _____

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 _____

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

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- Variation for** to encroach on the 30' rear yard setback - addition would be 20' 2" to lot line
(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**
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- Petition to Annex Certain Territory** (Please complete attached petition)
- Application to Annex Certain Territory**

COMPREHENSIVE PLAN APPLICATION

- Comprehensive Plan Map** Amendment for _____
- Comprehensive Plan Text** Amendment for _____

December 19, 2022

Orlando Stratman
Chairperson Planning & Zoning Commission
505 Telser Road
Lake Zurich, IL 60047

Dear Mr. Stratman,

I am writing in relation to my need to add a family room addition to my home at 710 Fieldstone Circle. My home is set back farther from the sidewalk than most homes in Countryside West. As a result, I have a larger front yard but a somewhat narrow backyard. Because of this situation, the addition I am looking to have built will be 20'2" from my back property line instead of the required 30' rear yard setback. I am therefore requesting a variance to accommodate my addition. I have discussed my plans with my backyard neighbors and they do not have any reservations or objections to my proposed addition.

I intend to use GS Construction for the construction of my addition. I used them in the past to remodel the interior of the home. The estimated cost of the addition will be in the vicinity of \$60,000.

I have a relatively small ranch home with one living room. Adding a family room addition would make my home more comfortable with two gathering areas when I host my growing family and friends. Putting the addition on the rear of the home is the only area that makes sense given the layout of the home.

I asked my architect to calculate the landscape surface area, which is detailed at the top of the Plat of Survey with the addition drawn to scale. The landscape surface area will be 61.8% which adheres to Village code.

Thank you for your consideration.

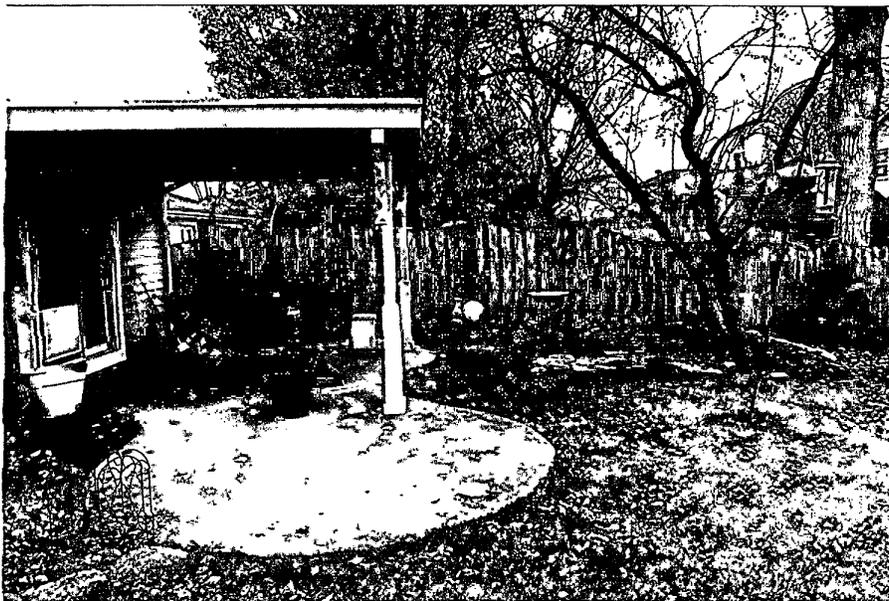


Carole Urry

110 Fieldstone Circle

The addition will replace the patio + patio overhang.
It will extend to about where the birdbath stands.

710 Fieldstone Circle



Shows the distance from the birdbath to the
fence shared with 1404 Coral Reef Way



5812 W. HIGGINS AVENUE
CHICAGO, ILLINOIS 60630

MM SURVEYING CO., INC.

PROFESSIONAL DESIGN FIRM No. 184-003233

PHONE: (773)282-5900
FAX: (773)282-9424

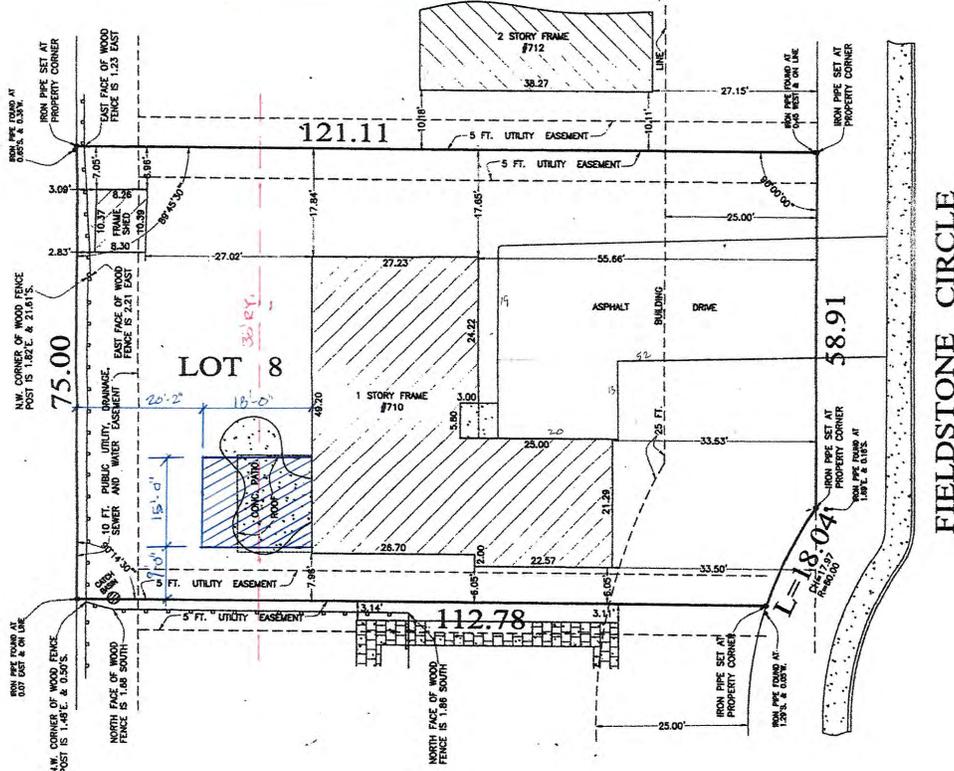
PLAT OF SURVEY OF



LOT 8 IN BLOCK 1 IN OLD MILL GROVE UNIT NO. 1 BEING A SUBDIVISION OF PART OF THE NORTH ¼ OF THE SOUTHWEST ¼ OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1969 AS DOCUMENT NO. 1426338 IN BOOK 46 OF PLAT, PAGE 57, IN LAKE COUNTY, ILLINOIS.

TOTAL LAND AREA = 8,999 sq.ft.

RESIDENCE	: 2065	22.95%	} 38.2%
DRIVEWAY	: 1248	13.87%	
SHED	: 86	1%	
PORCH/WALKS	: 36	.4%	
LANDSCAPE/LAWN = 5564 SF 61.8%			



- LEGEND:
- x — x — x — CHAIN LINK FENCE
 - — — — — WOOD FENCE
 - — — — — IRON FENCE
 - — — — — CONCRETE PAVEMENT
 - — — — — ENCLOSED FRAME PORCH
 - — — — — OPEN FRAME PORCH
 - — — — — OPEN BRICK PORCH
 - — — — — OPEN CONC. PORCH
 - — — — — EDGE OF CONCRETE

THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

FOR BUILDING LINES, EASEMENTS AND OTHER RESTRICTIONS NOT SHOWN HEREON, REFER TO YOUR DEED, TITLE POLICY AND LOCAL ZONING ORDINANCE, ETC.

LEGAL DESCRIPTION NOTED ON THIS PLAT WAS PROVIDED BY THE CLIENT AND MUST BE COMPARED WITH DEED AND/OR TITLE POLICY. ALL DIMENSIONS ARE SHOWN IN FEET AND DECIMAL PARTS THEREOF.

State of Illinois ss
County of Cook

We, M M Surveying Co., Inc., do hereby certify that we have surveyed the above described property and that the plat hereon drawn is a correct representation of said survey.

ORDER NO. 78607

SCALE: 1 INCH = 16 FEET

FIELDWORK COMPLETION DATE: DECEMBER 22, 2011

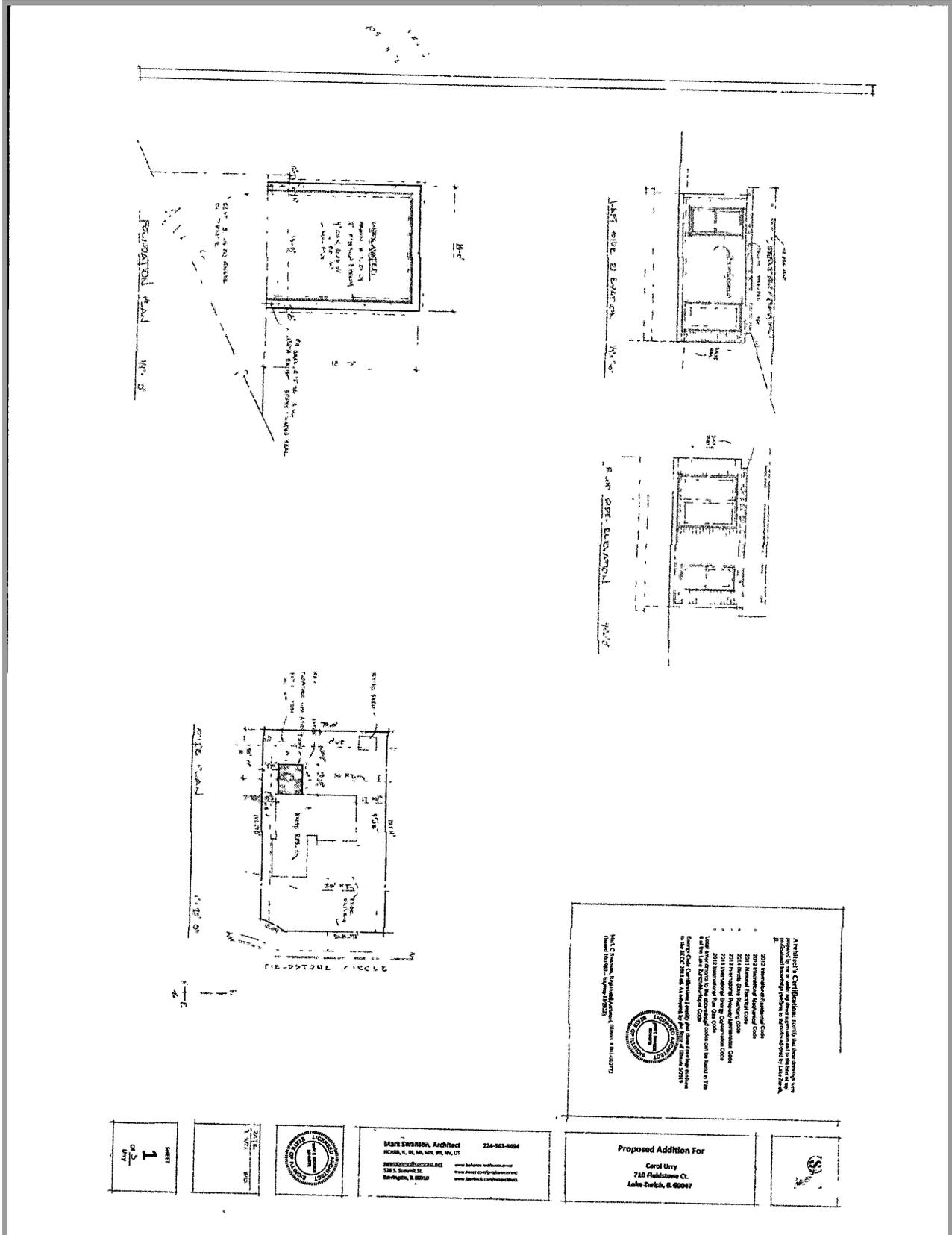
ORDERED BY: DAVID D. GORR

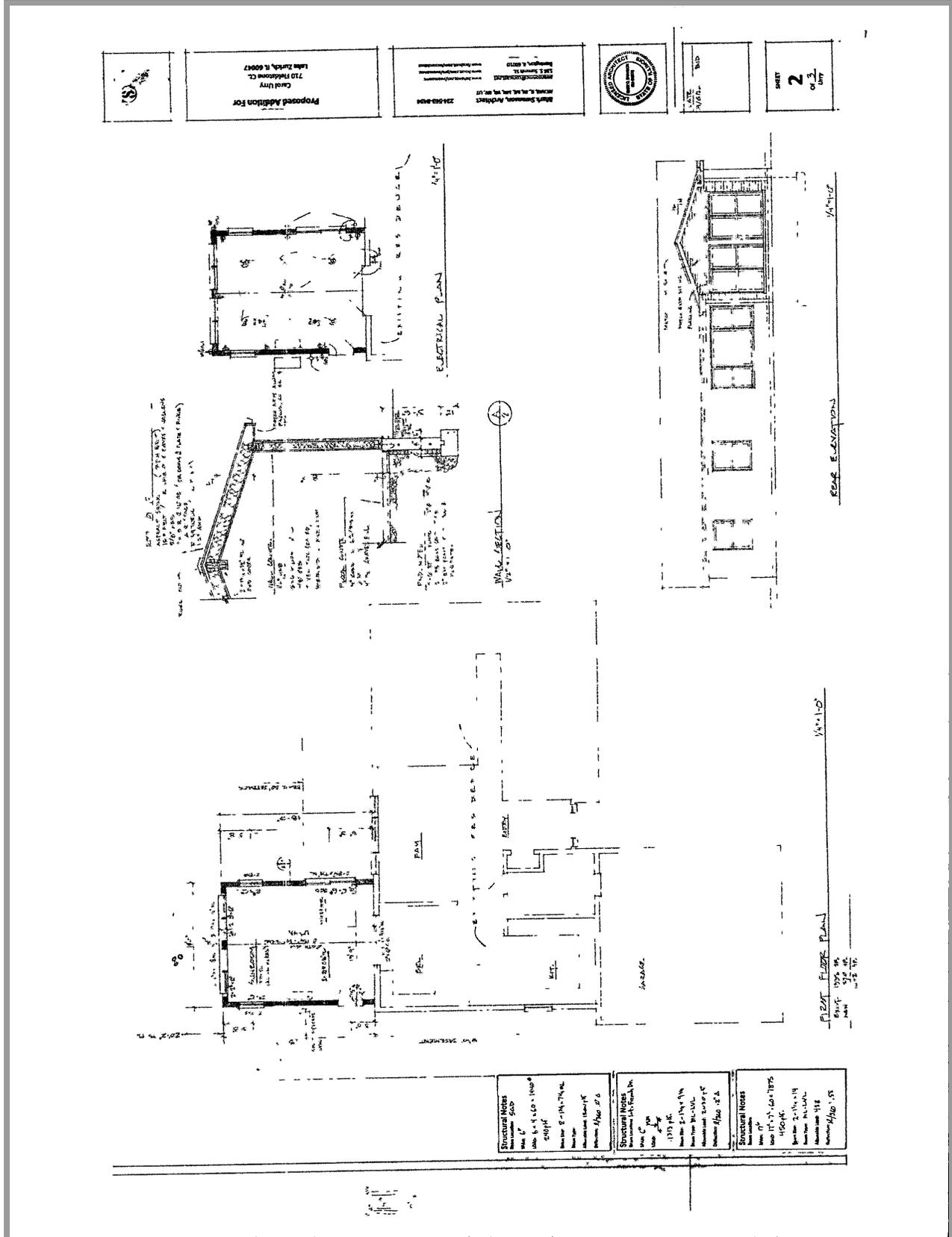
Signature: M. Mihajlovic

Date: 12-26-2011

REG. ILL. Land Surveyor No. 35-2522
LIC. EXP. NOVEMBER 30, 2012







#2

American Land Title Association

Commitment for Title Insurance
Adopted 08-01-2016
Technical Corrections 04-02-2018

Exhibit A Legal Description

The following described real estate in the City of Lake Zurich, County of Lake and State of Illinois, to wit:

Lot 8 in Block 1 in Old Mill Grove unit no. 1 being a subdivision of part of the North 1/2 of the Southwest 1/4 of Section 28, Township 43 North, Range 10, East of the third principal meridian according to the plat thereof recorded June 24, 1969 as document 1426338, in Book 46 of Plat, Page 57, in Lake County, Illinois.

PARCEL NO.: 1428301008

Property Address: 710 Fieldstone Circle, Lake Zurich, IL 60047

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; [and] Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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#2
Proof of ownership
+
Legal description

**WARRANTY DEED
Individual to Individual
Statutory**

THE GRANTOR, **Lindsey Urry**, of the Village of Lake Zurich, County of Lake, State of Illinois, for and in consideration of TEN & 00/100 DOLLARS, and other good and valuable consideration to them in hand paid, CONVEY and WARRANT to **Carole L. Urry**, of the Village of Lake Zurich, County of Lake, State of Illinois;

the following described Real Estate situated in the County of Lake, the State of Illinois, not as tenants in common, nor as joint tenants, but in fee simple, to wit:

LOT 8 IN BLOCK 1 IN OLD MILL GROVE UNIT NO. 1, BEING A SUBDIVISION OF PART OF THE NORTH 1/2 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 24, 1969 AS DOCUMENT NO. 1426338, IN BOOK 46 OF PLAT, PAGE 57, IN LAKE COUNTY, ILLINOIS.

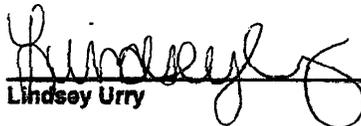
Permanent Index Number: 14-28-301-008

Address of Real Estate: 710 Fieldstone Circle, Lake Zurich, IL 60047

SUBJECT TO: general real estate taxes not due and payable at the time of closing, covenants, conditions, restrictions, easements and declarations of record, hereby releasing any and all homestead rights, as applicable.

TO HAVE AND TO HOLD said premises in fee simple forever.

DATED this 24th day of September, 2013.

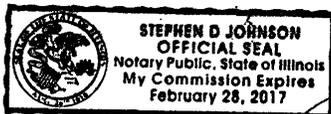


Lindsey Urry

#2

STATE OF ILLINOIS, COUNTY OF COOK

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that above grantors, 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.



[Signature] (Notary Public)

Prepared by: Leonard J. Marturano, Jacobs and Rosenzweig
33 N. LaSalle Street, Suite 2131
Chicago, Illinois 60602

Mail Deed to: Leonard J. Marturano, Jacobs and Rosenzweig
33 N. LaSalle Street, Suite 2131
Chicago, Illinois 60602

Mail Tax Bill to: Carole L. Urry
710 Fieldstone Circle
Lake Zurich, Illinois 60047

Regarding #11 – addresses within 250 feet of 710 Fieldstone Cir.

Attached are signed letters from the properties that are directly adjacent to 710 Fieldstone, with the exception of 708 Fieldstone Cir. 708 is a rental property. I have attempted to contact the owner via e-mail, but have not received a response.

Pam Counihan

1404 Coral Reef Way (house directly behind my house, this is the only property directly impacted by the Village ordinance of a 30 foot set-back)

John / Colleen Vravick

1394 Coral Reef Way (kitty-corner and share a small amount of fence)

Bob/ Linda Olsen

1414 Coral Reef Way (kitty-corner but do not share a property line)

Matt / Jennie Olsen

712 Fieldstone Cir (house to the north)

Beto Rodriguez (owner of rental property to the south)

708 Fieldstone Cir

Other addresses that may be within 250 feet (according to Google Maps) but do not have a view of my yard/proposed addition:

704, 705, 706, 711, 714, 715, 716, 718 Fieldstone Circle

1374, 1384, 1424, 1434 Coral Reef Way

Our neighbor, Carole Urry of 710 Fieldstone Circle, has spoken with us regarding adding additional space to her home via a family room addition. She has shared the plans for the proposed addition along with how it will be closer to the property line than the Village of Lake Zurich code stipulates (20'2" vs 30'). Our home borders her property to the north. We do not have any concerns or reservations with the proposed addition.

Name: Jennie + Matt Olsen
(printed)

Address: 712 Fieldstone Circle

Signature: 

Date: 12-18-22

My neighbor, Carole Urry of 710 Fieldstone Circle, has spoken with me regarding adding additional space to her home via a family room addition. She has shared the plans for the proposed addition along with how it will be closer to our shared property line than the Village of Lake Zurich code stipulates (20'2" vs 30'). I do not have any concerns or reservations with the proposed addition.

Name: PAMELA COUNIHAN
(printed)

Address: 1404 CORAL REEF WAY LAKE ZURICH

Signature: Pamela Counihan

Date: 11-28-2022

Our neighbor, Carole Urry of 710 Fieldstone Circle, has spoken with us regarding adding additional space to her home via a family room addition. She has shared the plans for the proposed addition along with how it will be closer to the property line than the Village of Lake Zurich code stipulates (20'2" vs 30'). Our home is kitty-corner to the Fieldstone property. Our homes share around 20' of fence. We do not have any concerns or reservations with the proposed addition.

Name: John Vravick
(printed)

Address: 1394 Coral Reef Way

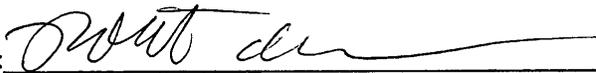
Signature: 

Date: 12-3-2022

Our neighbor, Carole Urry of 710 Fieldstone Circle, has spoken with us regarding adding additional space to her home via a family room addition. She has shared the plans for the proposed addition along with how it will be closer to the property line than the Village of Lake Zurich code stipulates (20'2" vs 30'). Our home is kitty-corner to the Fieldstone property. We can see her backyard from our home, but we do not share a property line. We do not have any concerns or reservations with the proposed addition.

Name: ROBERT OLSEN
(printed)

Address: 1414 CORAL REEF WAY

Signature: 

Date: 12/11/22



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6D

MEMORANDUM

Date: January 23, 2023

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Award Recommendation
2023 Concrete Flatwork Program**

Issue: The FY 2023 budget includes \$175,000 for concrete curb and sidewalk repair in the Non-Home Rule Sales Tax Fund.

Village Strategic Plan: This agenda item is consistent with the following Strategic Plan goal.

- **Infrastructure Investment:** Identify means to enhance pedestrian mobility, such as sidewalks, bike paths, and recreational trails.

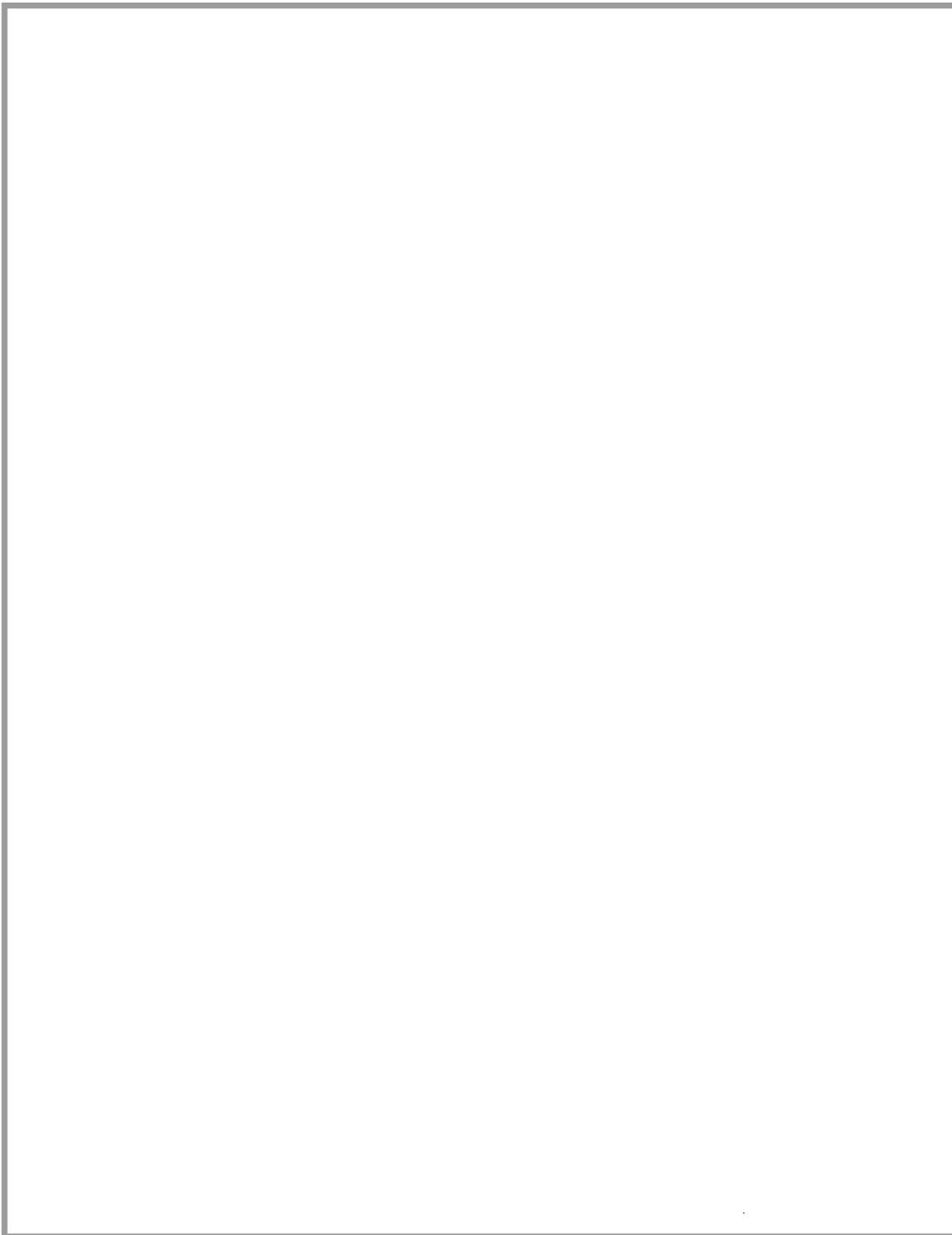
Background: The Village of Lake Zurich contracts out concrete repair work to address deteriorating sidewalk and curb/gutter in an ongoing effort to maintain and improve its infrastructure.

Sidewalk repairs are an integral part of the Village’s commitment to providing safe pedestrian routes, while curb and gutter repairs help maintain the flow of stormwater and prevent pavement deterioration in roadways.

The 2023 program will complete repairs in the Ancient Oaks Subdivision and continue to Mohawk Point and select secondary roads in Countryside East.

Analysis: Staff solicited bids for the 2023 Concrete Replacement Program in January 2022. The specifications outlined a one-year term with the ability to renew the agreement for two (2) additional one (1) year periods subject to acceptable performance by the contractor.

The bid opening occurred on February 4, 2022. The Village received three (3) bids. The bid results are shown on Page 2.



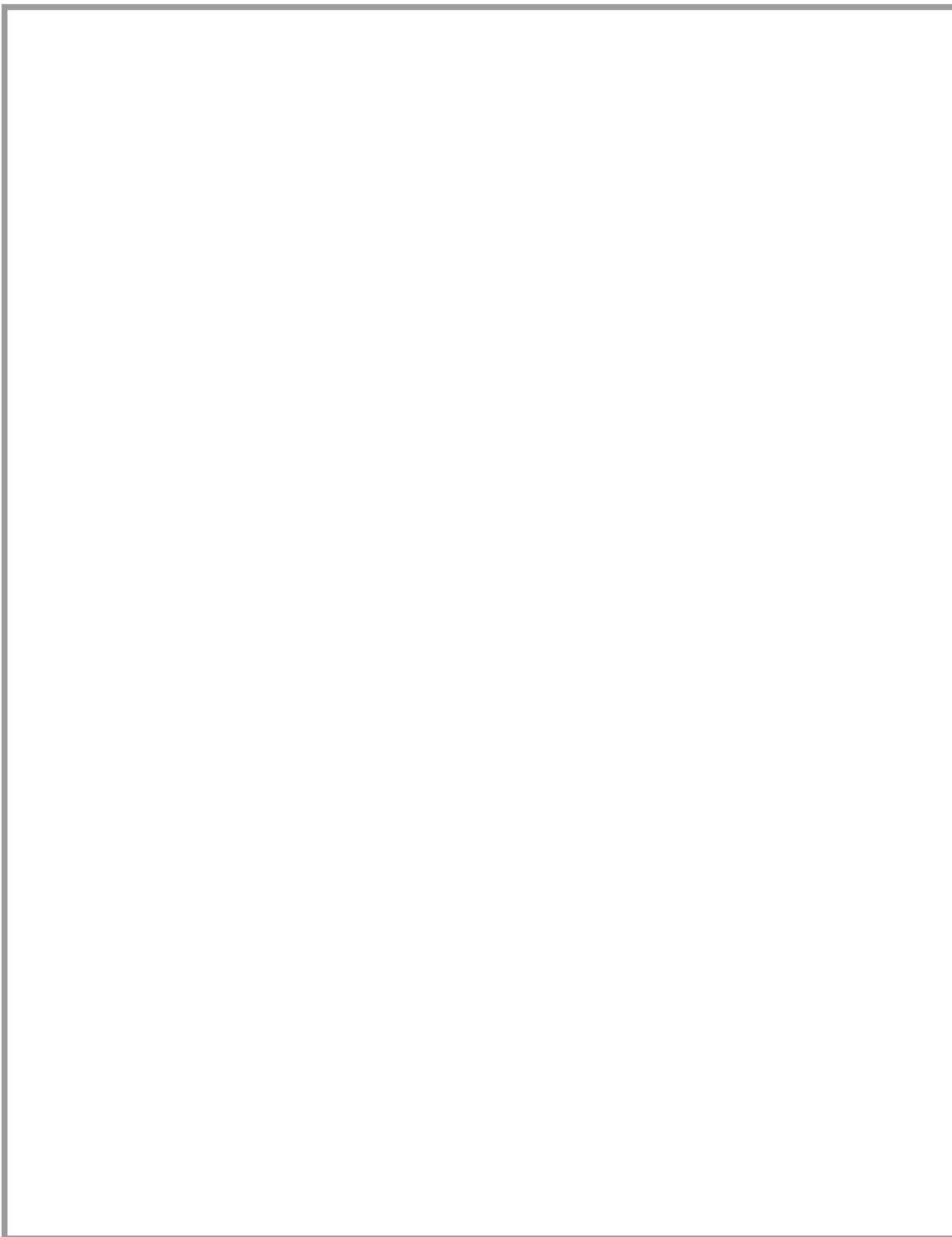
The lowest responsible bid was received from Schroeder and Schroeder Inc. of Skokie, Illinois. Staff is familiar with Schroeder and Schroeder Inc as they performed the 2018 Concrete Program and are a known and reputable contractor in Lake County.

Bidder	Bid Amount
Schroeder & Schroeder (Skokie, IL)	\$96,000.00
Globe Construction (Addison, IL)	\$134,950.00
Alliance Contractors Inc. (Woodstock, IL)	\$220,500.00

Recommendation: Award a contract for the 2023 Concrete Flatwork to Schroeder and Schroeder Inc. of Skokie, IL, in an amount not-to-exceed amount of \$175,000.

W/Attachments:

1. 2022 Bid Submittal – Schroeder and Schroeder Inc.



Village of Lake Zurich
Concrete Flatwork



At the Heart of Community

2022 Contract Documents for Concrete Flatwork

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Village of Lake Zurich
Concrete Flatwork

Notice to Bidders
Village of Lake Zurich
2022 Concrete Flatwork

Time and Place for opening bids:

Sealed proposals for the improvements described below will be received at the offices of:

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

Until 10:00am on **Friday, February 4, 2022**. All bids will be publicly opened and read aloud at that time, and may be acted upon at said time and place or at such later time and place as may then be fixed: but in no case more than (60) calendar days from bid opening.

Availability of Bidding Documents:

Packets are available for download on the Village's website starting **Monday, January 3, 2022**.

Please follow the link below:

<https://www.lakezurich.org/296/Requests-Bids>

Prequalification of Bidders:

Prior to receiving plans, if required by the Engineer, Bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, and project engineering firm together with a list of equipment owned by or available to the, for efficient pursuance of the project.

Affidavit of Experience:

Bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, together with a list of equipment owned by or available to the, for efficient pursuance of the project.

Rejection of Bids:

The Village of Lake Zurich reserves the right to reject any or all bids of Bidders and to waive all technicalities.

Location of the Work:

Various sites within the boundaries of the Village of Lake Zurich.

Village of Lake Zurich
Concrete Flatwork

Description of Work:

Furnish all necessary labor, materials, and equipment for concrete flatwork construction including sidewalks curb & gutter, and detectable warning fields at various locations as determined by the municipality.

Bid Security:

A Bidder's bond, Cashiers check, Certified check, or Bank draft in the amount of 10% of the bid total will be accepted as bid security and must accompany the bid. All proposals submitted shall be valid for a period of 60 days.

Owner:

Village of Lake Zurich

Construction Schedule:

Work shall be substantially completed by **Thursday, June 30, 2022.**

Village of Lake Zurich
Concrete Flatwork

Instructions to Bidders

Bidders Representations:

Bidder has examined and carefully studied the bidding documents, other related data identified in the bidding documents.

Bidder has visited the site and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of work.

Submission of bid constitutes representation by Bidder that the contract documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of work.

Method of Bidding:

Type of bid: location price including total.

Awards may be made on the following basis: to the lowest, responsive, and responsible bidder for the improvements.

Submission of Bids

Prepare **Proposal Documents** included herewith.

Submit all pages of the **Form of Proposal and Bid Proposal** in a sealed envelope.

Sealed envelope shall be marked with Bidder's return address, and shall be addressed as follows:

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

Proposal for 2022 Concrete Flatwork:

Retain duplicate copy for Bidder.

Legally authorized representative of Bidder shall initial Bid Proposal on bid sheet and sign bid proposal on last page.

Business entity: indicate on Proposal whether Bidder is an individual, partnership, corporation, or other business entity.

General Conditions

Definitions:

Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in Option Bids/Alternate Bids or Unit prices.

Supplemental Bid items is an amount stated in the bid for each item to be added to or deducted from the amount of the base bid if the corresponding changes in the work as described in the bidding documents, if accepted.

Unit Price is an amount stated in the bid as a price per unit of measurement for materials, equipment or services, including all overhead and profit for a portion of the work as described in the bidding documents. The Owner may reject or negotiate any unit price which is considered excessive or unreasonable.

In the event of a conflict or calculation error between the total base bid pricing and/or the extension pricing, the unit price shall prevail.

Responsive Bid:

A "Responsive Bid" is defined as a "bid which conforms in all material respects to the requirements set forth in the invitation for bids." Bidders are hereby notified that any exceptions to the requirements of this bid may be cause for rejection of a bid.

Bidders shall promptly notify the Village of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents. Interpretations, corrections and changes will be made by addendum. **Each Bidder shall ascertain prior to submitting a bid that all addenda have been received and acknowledged in the bid.**

Unbalanced Bidding:

Bidders shall not submit a bid, which contains irregularities of any kind, including unbalanced bids. By an unbalance bid, it is meant that one or more separate items or subsections are substantially out of line with the current market price for materials and/ or work covered herein.

The Municipality further reserves the right not to award or to negotiate any items whose unit prices or subsection appears excessive or unbalanced. Furthermore, the Municipality reserves the right to reject the unbalanced item(s) and to contract with another provider for the services without further consideration to the bidder.

Document obtained for other sources:

The Village of Lake Zurich is the only official source for bid packages and supporting materials.

Registration with the Village is the only way to ensure bidders receive all addenda and other notices concerning this project. The Village cannot ensure that Bidders who obtain packages from sources other than the Village will receive addenda or other notices. All Bidders are advised that bids that do not conform to the requirements of this bid package, including compliance with and attachment of all addenda and other notices, may, at the Village's discretion, be rejected as non-responsive and/or the Bidder disqualified.

In such cases, the Village of Lake Zurich will not rebid the project absent extraordinary circumstances.

Additional Information:

Should the bidder require additional information about this bid, please submit questions via email to:

Mike.Cernock@LakeZurich.org

Questions should be submitted no later than 3:00pm on Monday, January 31, 2022.

Any and all changes to these specifications are valid only if they are included by written addendum from the Village of Lake Zurich to all Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this bid as submitted.

All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a bidder to improperly submit a bid.

The Village of Lake Zurich recognizes that in some cases the information conveyed in this RFB may provide an insufficient basis for performing a complete analysis of the RFB requirements. Prospective Bidders are, therefore, requested to make the best possible use of the information provided, without expectation that the Village of Lake Zurich will be able to answer every request for further information or that the schedule for receipt and evaluation of proposals will be modified to accommodate such request.

Contact with Village personnel:

All Bidders are prohibited from making any contact with the Village Mayor, Trustees, or any other Official or Employee of the Municipality (collectively, "Municipality Personnel") with regard to the project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any Bidder found to have contacted Municipality Personnel in any manner with regard to the project. Additionally, if the Village Manager determines that the contact with Municipality Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Lake County State's Attorney for review and prosecution.

Village of Lake Zurich
Concrete Flatwork

Disclosures and potential conflicts of interest (30 ILCS500/50-35)

The Municipalities Code of Ethics prohibits Public Officials or Employees from performing or participating in an official act or action with regard to a transaction in which he has or knows he will thereafter acquire an interest for profit, without full public disclosure of such interest. This disclosure requirement extends to the Spouse, Children and Grandchildren, and their Spouses, Parents, of a Spouse, and Brothers and Sisters, and their Spouses.

To ensure full and fair consideration of all bids, the Municipality requires all Bidders including owners or employees to investigate whether a potential or actual conflict of interest exists between bidder and the Municipality, its Officials, and/or Employees. If the Bidder discovers a potential or actual conflict of interest, the Bidder must disclose the conflict of interest in the bid, identifying the name of the Municipality Official or Employee with whom the conflict may exist, the nature of the conflict of interest, and any other relevant information. The existence of a potential or actual conflict of interest does NOT, on its own, disqualify the disclosing Bidder from consideration. Information provided by Bidders in this regard will allow the Municipality to take appropriate measures to ensure the fairness of the bidding process.

The municipality requires all Bidders to submit certification, enclosed with this bid packet, that the Bidder has conducted the appropriate investigation and disclosed all potential or actual conflict of interest.

By submitting a bid, all Bidders acknowledge and accept that if the Municipality discovers an undisclosed potential or actual conflict of interest, the Village of Lake Zurich may disqualify the Bidder and/or refer the matter to the appropriate authorities for investigation and prosecution.

Bidder qualifications and evaluation criteria:

Bids shall be evaluated as follows:

- Bid pricing
- Compliance with specifications
- References (complete the reference sheet included herein)
- Experience
- Submittal of required documentation

Please identify references for similar projects as outlined above. Please include the organization, contact name, title, address, telephone number and cost of the project on the reference sheet provided herein.

Failure to provide references as identified may result in the bid being considered non-responsive with no further consideration for award.

Modifications/Withdrawal:

Bidders shall be allowed to modify/withdraw their bids prior to opening. Once bids have been received and opened, bids cannot be withdrawn or modified without the approval of the Village's Board of Trustees.

Change Orders:

All change orders and alternative suggestions must be approved by the Municipality prior to execution.

In case of an increase in the contract sum, there will be an allowance for overhead and profit.

The allowance for the combined overhead and profit, including premiums for all bonds and insurance, shall be based on the percentage as bid. The same percentage shall apply to **both extras and credits and for work** performed by the Contractor, Subcontractor, or Sub-Subcontractor.

Detailed written requests for Change Orders must be submitted to the Purchasing Agent or Municipality contact. In order to facilitate checking of quotations for extras or credits, all requests for Change Orders shall be accompanied by a complete itemization of costs including labor, materials, and subcontracts. Where major cost items are subcontracts, they shall also be itemized. Requests will be reviewed by the Purchasing agent.

Each written request for a Change Order must be accompanied by written suggestions where costs can be reduced to offset the Change Order increase requested or written certification stating that the Contractor has reviewed the work to be performed and cannot identify areas where costs can be reduced.

A written Change Order must be issued by the Municipality Purchasing Agent or Municipality contact prior to commencing any additional work covered by such order. Work performed without proper authorization shall be the Contractor's sole risk and expense.

Silence of Specifications:

The apparent silence of specifications as to any detail or apparent omission from it as detailed description concerning any portion shall be interpreted as meaning that only the best commercial material or practice shall prevail and that only items of the best material or workmanship to be used.

Hold Harmless:

The Contractor agrees to indemnify, save harmless and defend the Municipality and their respective elected and appointed Officials, Employees, Agents, Consultants, Attorneys and Representatives and each of them against and hold it and them harmless from any and all lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and Attorneys' fees for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of, or in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Municipality's Agents, Servants, or Employees or any other person indemnified hereafter. The obligations of the Contractor under this provision shall not be limited by the limits of any applicable insurance required by the Contractor.

Change in status:

The Contractor shall notify the Municipality immediately of any change in its status resulting from any of the following: (a) vendor is acquired by another party; (b) vendor becomes insolvent; (c) vendor, voluntary or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; (d) vendor ceases to conduct its operations in normal course of business. The Municipality shall have the option to terminate its contract with the vendor immediately on written notice based on any such change in status.

Termination:

The Municipality reserves the right to terminate this Agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the Contractor(s) shall be entitled to receive payment from the Municipality for work completed to date in accordance with the terms and conditions of this agreement. In the event that this Contract is terminated due to Contractor's default, the Municipality shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including Attorney's fees and expenses.

Termination for default:

The Municipality reserves the right to immediately terminate this Agreement with written notification for default. Contractor's default shall include but not be limited to: failure to perform or complete tasks outlined in the specifications within the stipulated time frame, failure of requests to provide additional labor, any criminal activity by any staff member within the Municipality, failure to promptly comply with the contract specifications and repeat non-compliance with the contract specifications after written notice, etc.

Affidavits:

The following affidavits included in these contract documents must be executed and submitted with the bid:

Contractor References
Disqualification of Certain Bidders
Anti-collision Affidavit and Contractor's Certification
Conflict of Interest Form
Tax Compliance Affidavit
Subcontractors Information
Participation Affidavit

References:

Bidders shall provide references that demonstrate their ability to perform services identified herein. Please include on the reference sheet current and/or previous municipalities you have provided services for within the last five (5) years.

Subcontractors:

If any Bidder submitting a bid intends on subcontracting out all or any portion of the engagement, that fact, and the name of the proposed subcontracting firm(s) must be clearly disclosed in the bid on the form provided herein (use additional sheets if necessary). In the event the Contractor requires a change of the subcontractor (s) identified a written request from the Contractor and a written approval from the Municipality is required.

Failure to identify subcontractors could result in disqualification.

Protest Procedure:

Any bidder wishing to file a protest regarding the bidding process may do so by giving written notice to the Village of Lake Zurich Public Works Department within seven calendar days of the closing time and date. This notice should include the title of the requirement, the closing date and the nature of the protest.

Any disputes concerning a question of fact under this procurement which is not disposed of by agreement shall be decided by the Purchasing Agent. The decision of the Purchasing Agent or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessary to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Contractor shall be afforded an opportunity to be heard and offer evidence in support of his appeal. Pending final decision of a dispute hereunder, the Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the Purchasing Agent.

Precedence:

Where there appears to be variances or conflicts, the following order of precedence shall prevail:

The Municipalities Request for Bids Special Terms & Conditions, General Terms & Specifications, Standard Terms & Conditions, and the Contractor's Bid Response.

Non-enforcement by the Municipality:

The Contractor shall not be excused from complying with any of the requirements of the agreement because of any failure on the part of the Municipality, on any one or more occasions, to insist on the Contractor's performance or to seek the Contractor's compliance with any one or more of said terms or conditions.

Independent Contractor:

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Municipality.

General Terms & Conditions

Intent:

It is the intent of the Village of Lake Zurich ("Lake Zurich") to bid concrete flatwork and award to a primary contractor ("Contractor").

All work under this contract shall comply with the Prevailing Wage Act of the State of Illinois, 820 ILCS 130/0.01 et seq. and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01 et seq.).

Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last three (3) years. At a minimum, reference submissions shall include municipal references.

Bid price:

The Contractor shall provide pricing on the bid form included in this Request for Bids ("RFB") per the specifications identified herein. The Bidders shall offer pricing for all of the items included on the bid form. The bid form includes base bid items and supplemental items for which the Municipality is requesting supplemental unit prices. As of this date, the Municipality cannot offer estimated quantities for the supplemental items. The supplemental unit prices will be utilized if the Municipality later determines items are needed.

Award:

Award shall be made on the total base bid and to the lowest responsive and responsible bidder who best meets the specifications including financial capacity to perform, experience and qualifications performing similar work, and scheduling based upon the evaluation criteria specified herein.

The Municipality reserves the right to award in part or in whole, or, not to award any portion of the bid, and/or whatever is deemed to be in the best interest of the Municipality.

No work shall be awarded to a Bidder that is in arrears or is in default to the Municipality for any debt or contract, or that has defaulted, as surety or otherwise, upon any obligation to the Municipality, or that has failed to perform satisfactorily any previous contract with, or work for, the Municipality.

Invoices and payment:

The Contractor shall submit invoices to the Municipality detailing the services provided directly to the Municipality. All services shall be invoiced based on unit pricing and quantities used. The Municipality shall only pay for quantities used or ordered. Quantities may be adjusted up or down based on the needs of the Municipality. Payment shall be made in accordance with the Local Government Prompt Payment Act.

Term:

The term of this Agreement shall be for one (1) year from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor.

Prices throughout the initial term of the contract shall remain firm/fixed. For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial term shall be submitted sixty (60) days in advance.

Requests may be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.

The Municipality reserves the right to reject any price increase and elect not to renew the contract at the end of the initial or renewal term. The Municipality reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.

For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipality to appropriate funds in future contract years.

Estimated quantity:

The quantities identified herein are estimated quantities. The Municipality does not guarantee any specific amount and shall not be held responsible for any deviation. This contract shall cover the Municipality's requirements whether more or less than the estimated amount.

The Municipality reserves the right to increase and/or decrease quantities, add or delete locations during the term of the Agreement, whatever is deemed to be in the best interest of the Municipality.

In the event awarded Contractor (s) is unavailable, the Municipality reserves the right to use whatever Contractor is available to minimize and/or mitigate damages to the Municipality.

Contractor Registration:

Construction contractors shall register with the Village of Lake Zurich. Construction contractors and sub-contractors include any person, company, or other entity that undertakes construction at any building or any appurtenance thereto..., including but not limited to parking lots, driveways, pools, decks, porches, garages, fences, and other accessory structures or uses. Completed registration forms and signed bonds should be emailed to Permits@LakeZurich.org.

A \$110.00 annual fee can be paid by check, payable to the Village of Lake Zurich or online at:

<http://LakeZurich.org/Epay>

Special Terms & Conditions

Security guarantee:

Each bidder shall submit a Bid Bond, Certified or Cashier's Check in the amount of 5% to serve as a guarantee that the bidders shall enter into a contract with the Municipality to perform the work identified herein, at the bid price. As soon as the bid prices have been compared, the Village will return the bonds of all except the three lowest responsible bidders. When the Agreement is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned.

Any bid not complying with the Security requirement will be rejected as non-responsive.

Contract bonds:

Contractors shall furnish a performance bond and a payment bond, or a non-diminishing irrevocable bank letter of credit for contracts under \$100,000 within ten (10) calendar days after being notified that they are the successful bidder:

A performance bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security for the faithful performance of the contract;

A payment bond satisfactory to the Municipality, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security to assure payment as required by statute of all persons supply labor and material in the execution of the work provided for in the contract;

Documents required by this section must be received and approved by the Owner before a written contract will be issued.

All bonds must be from companies having a rating of at least A-minus and of a class size of at least X as determined by A.M. Best Ratings.

Prevailing Wage:

All contracts, for work herein are subject to the provisions of the Prevailing Wage Act, 820 ILCS 130/0.01 *et seq.*; providing for the payment of the prevailing rate of wage to all laborers, workmen and mechanics engaged on the work. This shall include payment of the general prevailing rate for legal holiday and overtime work. Any revisions to the enclosed prevailing wage information prior to the date of the contract shall be in force for the duration of the contract.

All work performed under this RFB shall be in accordance with the provisions of the Illinois Prevailing Wage Act 820 ILCS 130/0.01 *et seq.* and Employment of Illinois Workers on Public Works Act (30 ILCS 570/0.01).

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Certified Payroll Requirements (Public Act 94-0515):

Effective August 10, 2005 Contractors and subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the contractor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for each worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number and social security number. Any contractor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

Increased penalties for Prevailing Wage Violations (Public Act 94-0488).

Effective January 1, 2006, penalties for violations for the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers each month the wages remain unpaid (put from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period – during which contracts are ineligible for public works contracts – increases from 2 years to 4 years if two notices of violation are issued/serious violation occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against contractors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

Guaranties and Warranties:

All guaranties and warranties required shall be furnished by the bidder and shall be delivered to the Municipality before the final voucher on the contract is issued.

Insurance:

The Contractor shall maintain for the duration of the contract, including warranty period, insurance purchased from a company or companies lawfully authorized to do business in the state of Illinois and having a rating of at least A- minus and a class size of at least X as rated by A.M. Best Ratings. Such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

Workers' Compensation Insurance covering all liability of the Contractor arising under the Workers'

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Compensation Act and Occupational Diseases Act; limits of liability not less than statutory requirements.

Employers' Liability covering all liability of contractor as employer, with limits not less than: \$1,000,000 per injury per occurrence; \$500,000 per disease – per employee; and \$1,000,000 per disease – policy limit.

Comprehensive General Liability in a broad form on an occurrence basis, to include but not be limited to, coverage for the following where exposure exists; Premises/Operations, Contractual Liability, Products/Completed Operations for 2 years following final payment, Independent Contractor's coverage to respond to claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees as well as claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the contractor, or (2) by another person and claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use there from; Broad Form Property Damage Endorsement; Railroad exclusions shall be deleted if any part of the project is within 50 feet of any railroad track

General Aggregate Limit \$2,000,000

Each Occurrence Limit \$1,000,000

Automobile Liability Insurance

Shall be maintained to respond to claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

Each Occurrence Limit \$1,000,000

Contractor agrees that with respect to the above required insurance: The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;

To provide separate endorsements: to the Village of Lake Zurich as an additional insured as their interest may appear, and; to provide thirty (30) days' notice, in writing, of cancellation or material change.

The Contractor's insurance shall be the Primary in the event of a claim.

The Village shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

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Village of Lake Zurich Public Works Department
505 Telser Road
Lake Zurich, IL 60047

Certificate of Insurance that states the Village of Lake Zurich has been endorsed as an "additional insured" by the Contractor's insurance carrier.

Specifically, this Certificate must include the following language:

"The Village of Lake Zurich and their respective elected and appointed officials, employees, agents, consultants, attorneys and representatives, are, and have been endorsed, as an additional insured under the above reference policy number ___ on a primary and non-contributory basis for general liability and automobile liability coverage for the duration of the contract term."

Failure to Comply: In the event the Contractor fails to obtain or maintain any insurance coverages required under this agreement, the Village of Lake Zurich may purchase such insurance coverages and charge the expense thereof to the Contractor.

Safety:

The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work on this project. The Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, or injury to all persons and property.

Audit/Access to Records:

The contractor shall maintain books, records, documents and other evidence directly pertinent to performance on the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection, (Negotiation of Contract Amendments, Change Orders) and a copy of the cost summary submitted to the owner. The Auditor General, the owner, the Agency, or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The contractor will provide facilities for such access and inspection.

If this contract is a formally advertised, competitively awarded, fixed price contract, the contractor agrees to include access to records as specified in above. This requirement is applicable to all negotiated change orders and contract amendments in excess of \$25,000, which affect the contract price. In the case of all other prime contracts, the contractor also agrees to include access to records as specified above in all his contracts and all tier subcontracts or change orders thereto directly related to project performance, which are in excess of

\$25,000.

Audits conducted pursuant to this provision shall be consistent with generally accepted auditing standards in accordance with the American Institute of Public Accountants Professional Standards. The contractor agrees to the disclosure of all information and reports resulting from access to records pursuant to the subsection above. Where the audit concerns the contractor, the auditing agency will afford the contractor an opportunity for an audit exit conference and an opportunity to comment on the pertinent portions of the draft audit report. The final audit report will include the written comments, if any, of the audited parties.

Records under the subsections above shall be maintained and made available during performance of the work under this loan agreement and until three years from the date of final audit for the project. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of such performance, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

The right of access conferred by this clause will generally be exercised (with respect to financial records) under:

negotiated prime contractors;
negotiated change orders or contract amendments in excess of \$25,000 affecting the price of any formally advertised, competitively awarded, fixed price contract; and
subcontracts or purchase orders under any contract other than a formally advertised, competitively awarded, fixed price contract.

This right of access will generally not be exercised with respect to a prime contract, subcontract, or purchase order awarded after effective price competition. In any event, the right of access shall be exercised under any type of contract or subcontract:

with respect to records pertaining directly to contract performance, excluding any financial records of the contractor; and
if there is any indication that fraud, gross abuse, or corrupt practices may be involved.

Warranty:

Contractor warrants to the Municipality that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all Work shall be of good quality, free from faults and defects and in conformance with the Contract Documents. Prior to Final Completion, Contractor shall deliver to the Village all warranties required under the Contract Documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors.

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Unless otherwise provided, all warranties for products and materials incorporated into the Work shall begin on the date of Substantial Completion and remain in effect for a period of one (1) year.

Neither the final payment, any provision in the Contract Documents nor partial or entire use or occupancy of the premises by the Owner shall constitute an acceptance of Work not done in accordance with Contract Documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship. Contractor or its sureties shall remedy any defects in Work and any resulting damage to Work at its own expense. Contractor shall be liable for correction of all damage resulting from defective Work. If Contractor fails to remedy any defects or damage, the Village may correct the defective Work or repair damages and the cost and expense incurred shall be paid by or be recoverable from the Contractor or its surety.

Contractor warrants that the Work shall be done in a workmanlike manner in strict accordance with the Contract Documents and guarantees that the labor and material will be free of defects for the period stated in the Contract Documents, but in no event less than one (1) year from the date of Substantial Completion.

Employment of Illinois Workers on Public Works Act (30 ILCS 570/):

Pursuant to 30 ILCS 570/, any month immediately following 2 consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5% as measured by the United States Department of Labor, the Contractor shall employ only Illinois laborers on this project unless Illinois laborers are not available, or are incapable of performing the particular type of work involved, which the contractor must certify with the Municipality Purchasing Agent.

Illinois Human Rights Act (775 ILCS 5/):

In the event the Contractor's non-compliance with the provision of the Equal Employment Opportunity Clause, the Illinois Human Rights Act or the Applicable Rules and Regulations of the Illinois Department of Human Rights ("Department"), the contractor may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and the contract may be cancelled or voided in whole or part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation.

Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265/1, et seq.):

Contractor shall comply with all provisions of 820 ILCS 265/1, et seq. including having in place, and providing to the Village, a written substance abuse program for the prevention of substance abuse among employees PRIOR to commencement of work on a Village project. Contractor shall be responsible for ensuring its substance abuse program meets or exceeds the standards set forth in the Substance Abuse Prevention on Public Works Projects Act. If a collective bargaining agreement is in

effect that fulfills the aforementioned requirements, Contractor shall provide the Municipality with a copy of the relevant sections of said agreement in lieu of the written substance abuse program.

Discrepancies:

In all cases of discrepancies between the drawings and specifications, the Village of Lake Zurich's Public Works Department shall be notified in the manner as identified in the General Terms and Conditions. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications from the owner or their designee, the installed work that is not in accordance with the design and best practices must be replaced at no additional cost.

Omissions/Hidden Conditions:

The drawings and specifications are intended to include all work and materials necessary for completion of the work. Any incidental item of material, labor, or detail required for the proper execution and completion of the work and omitted from either the drawings or specifications or both, but obviously required by governing codes, federal or state laws, local regulations, trade practices, operational functions, and good workmanship, shall be provided as a part of the contract work at no additional cost to the owner, even though not specifically detailed or mentioned.

Field Modifications:

A field modification is written by the owner or his designee to the Contractor for purposes of clarification of the specifications or plans. A field modification is limited to items that do not change the scope of the project.

Field modifications do not affect either the project cost or completion date.

Field modifications become part of the Contract Documents and become binding upon the Contractor if he fails to object within three (3) working days after receiving the modification. A field modification may be used as the basis of a project cost change or contract extension if all parties agree on the field modification form to a potential future claim of either party, or that the field modification will be compiled with, but under protest.

Reservation of Rights:

The Municipality reserves the right to accept the Bidder's Proposal that is, in their judgment, the best and most favorable to the interests of the Municipality and the public; to reject the low Price Proposal; to accept any item to any Bidder's Proposal; to reject any and all Bidder's Proposals; to accept and incorporate corrections, clarifications or modifications following the opening of the Bidder's Proposals when to do so would not, in Municipalities opinion, prejudice the bidding process or create any improper

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advantage to any Bidder; and to waive irregularities and informalities in the bidding process or in any Bidder's Proposal submitted; provided, however, that the waiver of any prior defect or informality shall not be considered a waiver of any future or similar defects or informalities, and Bidders should not rely upon, or anticipate, such waivers in submitting the Bidder's Proposals. The enforcement of this Reservation of Rights by the Municipality shall not be considered an alteration of the bids.

New Parts and Materials:

Equipment and materials must be of current date (latest model or supply) and meet specifications. This provision excludes the use of surplus, re-manufactured or used products, whether in part or in whole, except where specifications explicitly provide therefore. Further, the bidder warrants that it has lien free title to all equipment, supplies, or materials purchased under the terms of this contract.

Waiver of Workers Compensation/Occupational Disease Expense Reimbursement:

The Contractor agrees to waive any and all rights to reimbursement of workers' compensation expenses under Section 1(a)(4) of the Illinois Workers' Compensation Act (820 ILCS 305), and as amended; and the Contractor agrees to waive any and all rights to reimbursement of occupational disease expenses under Section 1(a)(3) of the Illinois Occupational Diseases Act (820 ILCS 310), and as amended.

Toxic Substances:

All bidders must comply with the requirements of the Toxic Substance Disclosure to Employees Act, for any materials, supplies, and covered by said Act.

Non-Appropriations:

The Municipality reserves the right to terminate their respective part of this contract or to reject bids, in the event that sufficient funds to complete the contract are not appropriated by the Village Board of Trustees of the Municipality.

Alternate and Multiple Bids:

Unless otherwise indicated in these documents, the bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that bidder.

Contractor's Licenses:

The bidder that is found to be the most responsive and responsible bidder to which the contract is awarded (including subcontractors), prior to commencing any work, must have a valid Contractor's License or other required license on- file with the Municipality in which the work is performed.

Competency of Bidder:

If requested in writing by the Municipality, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of the Contract Documents.

Additionally, bidders shall provide, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work on the form identified herein.

Labor Statutes, Record and Rates Construction for Municipalities-State of Illinois

All contractors shall familiarize themselves with all provisions of all Acts referred to herein and in addition shall make an investigation of labor conditions and all negotiated labor agreements which may exist or are contemplated at this time. Nothing in the Acts referred to herein shall be construed to prohibit the payment of more than the prevailing wage scale.

In the employment and use of labor, the contractor and any subcontractor of the Contractor shall conform to all Illinois Constitutional and statutory requirements including, but not limited to, the following:

Illinois Constitution, Article I, Section 17, which provides: "All persons shall have the right to be free from discrimination on the basis of race, color, creed, national ancestry and sex in the hiring promotions practices of any employer or in the sale or rental of property."

Illinois Constitution, Article I, Section 18 which provides: "The equal protection of the laws shall not be denied or abridged on account of sex by the state of its units of local government and school districts."

The Public Works Discrimination Act, 775 ILCS 10/1, provides in substance that no person may be refused or denied employment by reason of unlawful discrimination, nor may any person be subjected to unlawful discrimination in any manner in connection with contracting for or performance of any work or service of "any kind by, for, on behalf, or for the benefit of the state, or of any department, bureau, commission, board or other political subdivision or agency thereof."

Contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administration Code, Title 44, Part 750 (Appendix B), which is incorporated herein by reference. Furthermore, the Contractor shall comply with the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

The Veterans Preference Act, 330 ILCS 55-1 provides: "In the employment and appointment to fill positions in the construction, addition to, or alteration of all public works undertaken or contracted for by the State, or any of its political subdivisions thereof, preference shall be given to persons who have been members of the Armed Forces of the United States...in times of hostilities with a foreign country..."

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The Service Man's Employment Tenure Act, as amended, 330 ILCS 60/2, "safeguarding the employment and the rights and privileges inhering in the employment contract, of serviceman".

The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., provides: "It is policy of the State of Illinois that a wage of no less than the general prevailing hourly rate as paid for work of similar character in the locality in which work is performed, shall be paid to all laborers, workers and mechanics employed by or on behalf of any and all public bodies engaged in public works." The Contractor must prominently post the current schedule of Prevailing Wages for Cook County, Lake County, and/or McHenry County at the project site.

The Prevailing Wage Act, 820 ILCS 130/4, provides: "All bid specifications shall list the specified rates to all laborers, workers, and mechanics in the locality for each craft or type of worker or mechanic needed to execute the contract. If the Department of Labor revises the prevailing rate of hourly wages to be paid by the public body, the revised rate shall apply to such contract, and the public body shall be responsible to notify the Contractor and each subcontractor of the revised rate."

The municipality shall notify the Contractor of any revised rates as determined by the Department of Labor and as received by the Village. It shall be the responsibility and liability of the Contractor to promptly notify each and every subcontractor of said revised rates.

Unless otherwise specified in the Contract documents, the Contractor shall assume all risks and responsibility for any changes to the prevailing hourly wage which may occur during the contract time. A revision to the prevailing rate of hourly wages shall not be cause for any adjustment in the contract sum.

The Prevailing Wage Act, 820 ILCS 130/5, provides that the Contractor and each subcontractor "shall submit monthly, in person, by mail, or electronically a certified payroll to the public body in charge of the project."

The Contractor shall submit to the Village by the tenth day, monthly, a certified payroll list including all workers, laborers, and mechanics employed by the Contractor and each of the subcontractors.

The certified payroll records shall include each worker's name, address, telephone number, social security number, and classification, number of hours worked each day, the hourly wage and starting and ending times each day.

The Child Labor Law, as amended, 820 ILCS 205/1, which provides: "no minor under 16 years of age...at any time shall be employed, permitted or suffered to working any gainful occupation...in any type of construction work within state."

The Contractor will include verbatim or by reference the provisions obtained herein in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed,

so that such provisions will be binding upon such subcontractor. The Contractor will be liable for compliance with these provisions by such contractors.

The Contractor and each subcontractor shall keep or cause to be kept an accurate record of names, occupations and actual wages paid to each laborer, workman, and mechanic employed by him in connection with the contract. This record shall be open at all reasonable hours for inspection by any representative of the Village or the Illinois Department of Labor and must be preserved for four (4) years following completion of the contract.

The Current Prevailing Wage Rates for Cook, Lake, and Mchenry County can be found at:

<https://data.illinois.gov/organization/department-of-labor>

Equal Employment Opportunity. During the performance of this contract, the Contractor agrees as follows:

That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service, and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

That, if it hires additional employees in order to perform this contract or any portion hereof, it will determine the availability of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap or unfavorable discharge from military service.

That it will send to each labor organization or representative of workers with which it has or is bound by collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Contractor's obligations under the Illinois Human Rights Act and the Department's Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Contractor in its efforts to comply with so such Act and Rules and Regulations, the Contractor will promptly so notify the Illinois Department of Human Rights and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

That it will submit reports as required by the Department of Human Rights Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the Department's Rules and Regulations.

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That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency Illinois Department of Human Rights for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the Department's Rules and Regulations.

That it will include verbatim or by reference the provisions of this clause in every subcontract so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the Contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Department of Human Rights in the event any subcontractor fails or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

Summary of Work

Scope of work:

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the complete removal and replacement of concrete sidewalk, curb & gutter, installation of ADA detectable warning fields, traffic control, and other miscellaneous items at various locations within the Municipality.

Contractor Submittals:

Prior to beginning work, the Contractor shall furnish to the Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted April 1, 2016) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2019), hereinafter referred to as the "Standard Specifications".

Prior to beginning work, the Contractor shall provide a list of contacts include the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

Following the award of construction contract and prior to starting work, the Contractor shall furnish to the Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified herein.

TECHNICAL SPECIFICATION

The Contractor shall complete the work in accordance with the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

Materials & Services to be provided by the Municipality:

The Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

Material Testing:

QC Testing is not required for materials used associated with this project. The Municipality may contract with a separate material testing firm to perform materials testing if it is in the best interest of the Municipality. If testing performed by the Municipality results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications.

The corrective action must be approved by the Public Works Director (or his/her designee). The Municipality, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

Resident Notification:

Residents shall be notified by the Contractor, in writing, 48 hours in advance of work adjacent to their driveway that will prohibit access including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain or other cancellations and Contractor's contact person(s) and phone number for additional information.

Driveways shall be kept barricaded for a minimum of 3 days.

Protection of Work:

The Contractor shall be responsible to provide personnel to protect their work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule their work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Removal and Hauling of Debris:

All material excavated during the progress of the work shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

All Removal or Excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price costs for the associated Removal or Excavation items in the Contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed Professional Engineer, and State and Local tipping fees.

Restoration:

Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.

Restoration includes all the landscape, driveway pavements, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Municipality. Any damage due to negligence of the Contractor or deemed necessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Work Director

(or his/her designee). The Public Works Director (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed.

Concrete restoration shall meet the Specifications as listed herein.

Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4- inches minimum, whichever is greater.

Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

Saw Cutting:

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein.

Saw cutting will not be paid for separately, but will be included in the items for which this work applies.

Concrete Cutting:

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Mobilization:

This work shall be done in accordance with Section 671 of the Standard Specifications except as modified herein.

The estimated number of mobilizations that the Contractor shall make to the Municipality is as follows: Village of Lake Zurich: 3 Mobilizations

Mobilization will not be paid for separately, but will be included in the items for which this work applies.

Tree Protection and Root Pruning:

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications.

The Contractor shall not trim any trees or bushes; remove any trees or bushes; nor remove or prune roots without prior approval and/or direction from the Public Works Director (or his/her designee).

Cost of tree protection and root pruning or removal is incidental to the contract.

Traffic Control and Protection:

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

Highway Standards: 701301, 701311, 701501, 701801, 701901

District One Details: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

Recurring Local Roads and Streets Special Provisions: Work Zone Traffic, Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

All barricades shall have working lights or flashers attached and be operational during night time hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

This work will not be paid for separately, but will be included in the items for which this work applies.

This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

Pay Items

P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6")

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Sidewalk construction across driveways **WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY** to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Work Director (or his/her designee).

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

Basis of Payment: This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6").

Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12):

This work shall consist of removal and replacement of M3.12 and B6.12 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Municipality.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application.

Contraction joints shall be installed according to the Standard Specifications every fifteen (15) feet or at wider spacing if required by the Public Work Director (or his/her designee).

For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item

Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item.

The new curb must be depressed for ADA accessible curb ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

Basis of Payment:

This work will be paid for at the contract unit price per foot for COMBINATION CONCRETE CURB & GUTTER REMOVAL AND REPLACEMENT (M3.12, B6.12).

P.C.C. Driveway Combination Concrete Curb & Gutter Removal & Replacement (M3.12, B6.12):

This work shall be performed in conformance with the above provision for Pay Item #2

Combination Concrete Curb & Gutter Removal & Replacement (M3.12, B6.12):

Village residents who plan on replacing their driveway are given the option of having the Village of Lake Zurich replace the concrete sidewalk and curb & gutter through their driveway, prior to their driveway repairs taking place.

Repair locations will be compiled by the Village throughout each contract period and provided to the Contractor in one (1) final list by September 15 of each contract period. The Contractor shall perform all concrete repair work during one mobilization at the unit price per lineal foot provided.

Construction of this pay item must be completed prior to October 15 of each contract period, or thirty (30) calendar days after the driveway list is provided to the contractor, whichever is sooner.

Limits of concrete curb and gutter removal and replacement will be marked in the field by a Village representative.

P.C.C. Driveway Sidewalk Removal & Replacement (6"):

This work shall be performed in conformance with the above provision for Pay Item #1

P.C.C. Sidewalk Removal & Replacement (5"-6"):

Village residents who plan on replacing their driveway are given the option of having the Village of Lake Zurich replace the concrete sidewalk and curb & gutter through their driveway, prior to their driveway repairs taking place.

Repair locations will be compiled by the Village throughout each contract period and provided to the Contractor in one (1) final list by September 15 of each contract period. The Contractor shall perform all concrete repair work during one mobilization at the unit price per square foot provided.

Construction of this pay item must be completed prior to October 15 of each contract period, or thirty (30) calendar days after the driveway list is provided to the contractor, whichever is sooner.

Limits of PCC sidewalk removal and replacement will be marked in the field by a Village representative.

Scheduling of Work and Completion Dates:

The Contractor shall coordinate directly with Public Works Director (or his/her designee) for the Municipality to schedule the work.

The Contractor shall notify the Municipality no less than 72 hours prior to the start of any construction. The Contractor shall also notify the Illinois Department of Transportation, County Highway Department or any other affected agency prior to the start of any work within their respective rights-of-way.

The Contractor shall notify residents in writing 48 hours in advance of any work which will affect their driveway access. The duration of driveway closures shall not exceed 96 hours unless agreed to by the property owner and the Public Works Director (or his/her designee).

Village of Lake Zurich
Concrete Flatwork

Form of Proposal

**To: Village of Lake Zurich
70 East Main Street
Lake Zurich, Illinois 60047**

From:

Schroeder & Schroeder, Inc.

Contractor

7306 Central Park

Address

Skokie, IL 60076

City, State, Zip Code

(847) 933-0526

Phone Number

Chris Schroeder

Contractor's Contact for this Bid

chris@schroederconcrete.net

E-mail Address

Having examined the Plans, Specifications, Instructions to Bidders, Form of Contract and having thoroughly examined the site and pertinent areas adjacent thereto, acknowledging the same to be accurate and complete insofar as pertinent details are concerned, we the undersigned agree to furnish all labor, materials, equipment, tools and services or whatever else is required for construction as enumerated below, all in accordance with Plans, Specifications and Contract Documents, and entitled:

2022 Contract Documents
for
Concrete Flatwork
Village of Lake Zurich

Village of Lake Zurich
Concrete Flatwork

The undersigned Bidder declares that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the unit price shown on the Schedule of Prices contained herein.

The undersigned further agrees that if the Owner decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a unit price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Owner prior to performing extra work or at a unit price determined in the same manner.

The undersigned further agrees to execute a Contract for this work and present the same to the Owner within ten (10) calendar days after the date of written notice of the award of the Contract to him.

The undersigned further agrees that he will commence work not later than ten (10) calendar days after written notice to proceed and execution and approval of the Contract and the Contract Bond, unless otherwise provided, and will diligently prosecute the work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the work within the time stated herein or within such extra time as may have been allowed by extensions, the undersigned agrees that the Owner shall withhold from such sums as may be due him under the terms of this Contract the costs (which costs shall be considered and treated not as a penalty but as damages due the Owner) of additional engineering and observation, maintenance of detours, interest, and other items have caused an expenditure of funds resulting from the failure of the undersigned to complete the work within the time specified in the contract.

The undersigned agrees to complete the work by **Thursday, June 30, 2022** unless granted additional time in writing by the Owner.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for 10% of the bid total, made payable to the Village of Lake Zurich.

The amount of the check or draft is:

10% Bid Bond (\$ _____).
(Fill in Amount)
Contractor to fill in Amount

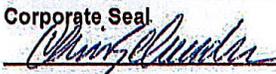
Village of Lake Zurich
Concrete Flatwork

If this Proposal is accepted and the undersigned fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Owner and shall be considered as payment of damages due to delay and other causes suffered by the Owner because of failure to execute said Contract or Contract Bond; upon the undersigned properly executing a contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

The undersigned submits herewith his schedule of prices covering the work to be performed under the Contract; he understands that he must show in the schedule the unit prices where applicable for which he proposes to perform each item of work; that the extension must be made by him and that if not so done, his Proposal may be rejected as irregular.

Submitted
2/4/2022
Date
7306 Central Park, Skokie, IL 60076
Business Address
(847) 933-0526
Phone Number

Attest: Secretary

Schroeder & Schroeder, Inc.
Contractor
Schroeder & Schroeder, Inc.
Corporate Name

Signed By
Chris Schroeder
President

Village of Lake Zurich
Concrete Flatwork

Certificate of Compliance with Article 33E
of the
Criminal Code of 1961

The undersigned, Schroeder & Schroeder, Inc., being the Contractor submitting a bid for the public project as described in these bid documents, hereby certifies that the undersigned is not barred from bidding on the public contract as a result of a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, approved July 28, 1961, as amended.

2/4/2022

Date
Schroeder & Schroeder, Inc.

Contractor


By


Attest

Village of Lake Zurich
Concrete Flatwork

Compliance with Article 33
of the
Criminal Code of 1961

I have completed the certificate included as part of this Bid Form regarding compliance with Article 33 of the Criminal code of 1961.

RESPECTFULLY SUBMITTED, signed and sealed this 4th day of February 2022.

Schroeder & Schroeder, Inc.

Contractor 

By President

Title 7306 Central Park

Business Address Skokie, IL 60076

City/State 

Attest _____

Seal _____

Village of Lake Zurich
Concrete Flatwork

Bid Proposal

Schroeder & Schroeder, Inc.

Company name

7306 Central Park

Address

Skokie, IL 60076

City, State, Zip code

7306 Central Park, Skokie, IL 60076

Business Address

mary@schroederconcrete.net

Email Address

2022 CONCRETE FLATEWORK

Item No.	Item	Unit	Est. Quantity	Unit Price	Total
	Base Bid				
1	P.C.C. Sidewalk Removal & Replacement (5-6")	SF	8000	6.75	54,000.00
2	Combination Concrete Curb & Gutter Removal & Replacement (M3, 12, B6, 12)	LF	1500	24.50	36,750.00
3	Detectable Warning Fields	Each	35	150.00	5,250.00

TOTAL BASE \$ 96,000.00

OHIO FARMERS INSURANCE COMPANY

Westfield Center, Ohio 44251-5001

Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Schroeder and Schroeder, Inc. 7306 Central Park, Skokie, IL 60076

as Principal, hereinafter called the Principal, and OHIO FARMERS INSURANCE COMPANY, Westfield Center, Ohio 44251

a corporation duly organized under the laws of the State of Ohio as Surety, hereinafter called the Surety, are held and firmly bound unto Village of Lake Zurich 70 E. Main Street, Lake Zurich, IL 60047

as Oblige, hereinafter called the Oblige, in the sum of Ten Percent of attached bid----- Dollars (\$ 10% of attached bid),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for 2022 Concrete Flatwork

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a Contract with the Oblige in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige 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.

Signed and sealed this 4th day of February, 2022

Schroeder and Schroeder, Inc. (Principal) (Seal)

By: [Signature] (Title)



Ohio Farmers Insurance Company (Surety) (Seal)

[Signature] Cathie M. Demitropoulos Attorney-in-Fact (Title)

Printed in cooperation with the American Institute of Architects (AIA) by the Ohio Farmers Insurance Company. The language in this document conforms exactly to the language used in AIA Document A310, February 1970 edition.

General
Power
of Attorney

POWER NO. 1212962 02
Westfield Insurance Co.
Westfield National Insurance Co.
Ohio Farmers Insurance Co.
Westfield Center, Ohio

CERTIFIED COPY

Know All Men by These Presents, That WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, corporations, hereinafter referred to individually as a "Company" and collectively as "Companies," duly organized and existing under the laws of the State of Ohio, and having its principal office in Westfield Center, Medina County, Ohio, do by these presents make, constitute and appoint
WILLIAM B. EDSON, DAVID H. ESSER, WILLIAM H. HAYES, THOMAS R. HAYES, HOWARD A. WEISS, LYNN P. BERGAN, JOEL C. EDSON, CATHIE M. DEMITROPOULOS, GARY R. SEMMER, JOINTLY OR SEVERALLY

of NAPERVILLE and State of IL. Its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver any and all bonds, recognizances, undertakings, or other Instruments or contracts of suretyship.

LIMITATION: THIS POWER OF ATTORNEY CANNOT BE USED TO EXECUTE NOTE GUARANTEE, MORTGAGE DEFICIENCY, MORTGAGE GUARANTEE, OR BANK DEPOSITORY BONDS.

and to bind any of the Companies thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the corporate seal of the applicable Company and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. Said appointment is made under and by authority of the following resolution adopted by the Board of Directors of each of the WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY:

"Be It Resolved, that the President, any Senior Executive, any Secretary or any Fidelity & Surety Operations Executive or other Executive shall be and is hereby vested with full power and authority to appoint any one or more suitable persons as Attorney(s)-in-Fact to represent and act for and on behalf of the Company subject to the following provisions:

The Attorney-in-Fact may be given full power and authority for and in the name of and on behalf of the Company, to execute, acknowledge and deliver, any and all bonds, recognizances, contracts, agreements of indemnity and other conditional or obligatory undertakings and any and all notices and documents canceling or terminating the Company's liability thereunder, and any such Instruments so executed by any such Attorney-in-Fact shall be as binding upon the Company as if signed by the President and sealed and attested by the Corporate Secretary."

"Be It Further Resolved, that the signature of any such designated person and the seal of the Company heretofore or hereafter affixed to any power of attorney or any certificate relating thereto by facsimile, and any power of attorney or certificate bearing facsimile signatures or facsimile seal shall be valid and binding upon the Company with respect to any bond or undertaking to which it is attached." (Each adopted at a meeting held on February 8, 2000).

In Witness Whereof, WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY have caused these presents to be signed by their National Surety Leader and Senior Executive and their corporate seals to be hereto affixed this 21st day of MARCH A.D., 2014.

Corporate
Seals
Affixed



WESTFIELD INSURANCE COMPANY
WESTFIELD NATIONAL INSURANCE COMPANY
OHIO FARMERS INSURANCE COMPANY

By: *Dennis P. Baus*
Dennis P. Baus, National Surety Leader and Senior Executive

State of Ohio
County of Medina ss.:

On this 21st day of MARCH A.D., 2014, before me personally came Dennis P. Baus to me known, who, being by me duly sworn, did depose and say, that he resides in Wooster, Ohio; that he is National Surety Leader and Senior Executive of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, the companies described in and which executed the above instrument; that he knows the seals of said Companies; that the seals affixed to said instrument are such corporate seals; that they were so affixed by order of the Boards of Directors of said Companies; and that he signed his name thereto by like order.

Notarial
Seal
Affixed



David A. Kotnik
David A. Kotnik, Attorney at Law, Notary Public
My Commission Does Not Expire (Sec. 147.03 Ohio Revised Code)

State of Ohio
County of Medina ss.:

I, Frank A. Carrino, Secretary of WESTFIELD INSURANCE COMPANY, WESTFIELD NATIONAL INSURANCE COMPANY and OHIO FARMERS INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said Companies, which is still in full force and effect; and furthermore, the resolutions of the Boards of Directors, set out in the Power of Attorney are in full force and effect.

In Witness Whereof, I have hereunto set my hand and affixed the seals of said Companies at Westfield Center, Ohio, this 4th day of February A.D., 2022.



Frank A. Carrino
Frank A. Carrino, Secretary

BPOAC2 (combined) (06-02)

Village of Lake Zurich
2022 Concrete Program

FORM OF CONTRACT

1. This Agreement made and concluded this 23rd day of February 2022, between the Village of Lake Zurich, acting by and through its President and Board of Trustees, known as the party of the first part and Schroeder & Schroeder Inc. his/their executors, administrators, successors, or assigns, known as the party of the second part.

2. WITNESSETH: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to furnish all labor, equipment, supplies and materials necessary to complete the work in accordance with the Plans and Specifications hereinafter described and in full compliance with all the terms and conditions of this Agreement.

3. And it is also understood and agreed that the Notice to Bidder, Instructions to Bidder, Form of Proposal and Contract Bond hereto attached and the Plans and Specifications titled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
2022 CONCRETE PROGRAM
LAKE ZURICH, ILLINOIS

and DATED: February 23, 2022

Are all essential documents of this Contract and are a part thereof.

4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.

Jim Danton , Mayor
Party of the First Part

Paul M... , Village Clerk
Attest: Deputy

Chris Schroeder
Party of the Second Part

Mary J. Brown
Attest: (For Corporation)-Secretary



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

AGENDATA

6E

MEMORANDUM

Date: January 23, 2023

To: Ray Keller, Village Manager *PK*

From: Steve Schmitt, Utilities Superintendent

Copy: Michael J. Brown, Public Works Director

Subject: **Annual H2S Reduction Program**

Issue: Hydrogen Sulfide (H2S) is a gas that commonly forms in sanitary sewers and dissolves in the sewer stream to form sulfuric acid, which is very corrosive to certain materials such as concrete and steel and can destroy the components of a collection system rapidly. For the past several years, we have implemented a program to feed a proprietary chemical blend from State Industrial

Products to reduce and control the formation of H2S at the Northwest and Quentin Road sanitary sewer pump stations. Monitoring results of H2S levels confirm the effectiveness of the program thereby slowing down the pace of the corrosion and extending the life of our sanitary sewer infrastructure. The FY 2023 budget includes \$61,800 for an H2S reduction program.

Village Strategic Plan: This agenda item is consistent with the following Strategic Plan goal.

- **Infrastructure Investment:** Develop a formalized, long-range sanitary sewer system improvement plan.

Background: In 2012 and 2015, portions of the concrete sewer transmission main beneath Cuba Road in Long Grove collapsed prompting emergency repairs. The Village issued bonds in 2014 for rehabilitation and lining a portion of the sewer transmission main, and retained American Infrastructure Technologies (AIT) to evaluate the sewer.

In August 2015, AIT's report presented to the Village Board included a recommendation to consider introducing a chemical additive to the waste stream that would reduce the production of hydrogen sulfide and slow down the pace of corrosion.

Analysis: Traditionally, chemicals such as calcium nitrate or potassium permanganate have been used in wastewater treatment to neutralize H₂S for odor control but these chemicals are expensive and have limitations when used independently.

In our efforts to find a more cost-effective approach, we discovered an alternative technique that feeds a blend of bacteria. This blend of bacteria (good) competes for the same food source as the bacteria (bad) that creates the H₂S ultimately eliminating the (bad) bacteria and the H₂S byproduct. Once the (bad) bacteria is under control, the (good) bacteria continues to be fed at a reduced rate providing us a cost savings over the traditional method use of other chemicals.

A pilot test and trial program were conducted in 2018 at the Quentin Road Pump Station with two proprietary bacterial products, Pit Raider and NutriPro from State Industrial Products. The results of the pilot test and trial program led to the implementation of an annual program for the past 4 years. Results of monitoring in 2022 indicate H₂S concentrations continue to be much less than the average H₂S level occurring prior to the pilot test and trial program.

State Industrial Products has provided a proposal for 2023 to continue to provide their proprietary Pit Raider and NutriPro products in a monthly program for the Northwest & Quentin Road Pump Stations that includes the chemical feed equipment and periodic H₂S testing for \$5,150 per month.

The 2023 proposal reflects an increase of 3% (\$1800) above the 2022 cost but staff is pleased with the results of previous years' programs and believes that continuing with an annual H₂S reduction program is an effective approach for controlling H₂S to protect and extend the life of our sanitary sewer infrastructure.

Recommendation: Authorize staff to enter into a one (1) year program with State Industrial Products for the Quentin Road and Northwest Pumping Stations in an amount not-to-exceed \$61,800.

W/Attachments:

1. Program Agreement (each) for Quentin & Northwest Pump Stations (2 pages).



United States Program Agreement

Care for Work Environments®

Customer Number:	796946	Sales Code:	90101176
Customer Name:	Lake Zurich Waste Water	Customer Contact:	Steve Schmitt
Address:	505 Telsor Road	Customer Telephone:	847-550-1773
City, State, Zip:	Lake Zurich, IL 60046	Invoice Recipient Email:	Steve.schmitt@lakezurich.org

Agreement

This Agreement, between Lake Zurich Waste Water ("Customer") and State Industrial Products Corp. ("State"), is effective for an initial period of 1 year(s) from the date of acceptance by State ("initial Term"). This Agreement will automatically renew for successive one (1) year Terms following the initial Term ("renewal Term(s)") unless terminated as set forth below.

- Customer agrees to subscribe to the "Program" set forth below.
- Customer shall be responsible for the proper storage and maintenance of Products and Dispensers. Damaged or lost Dispensers provided under this Agreement will be charged to the Customer at the then current list price. Defective Dispensers will be repaired or replaced by State, at State's sole discretion.
- State will provide Dispenser installation, set-up and Dispenser maintenance, including replacement of wearable parts, during the initial Term or, any renewal Term of this Agreement.
- The Agreement fee includes freight for delivery of Dispensers and Products.
- The Agreement includes only the leased Dispensers, Products and Services listed in the Program below. Additional Dispensers, Products and Services must be purchased separately. State retains title to Dispensers at all times.
- This Agreement may be discontinued by either party with 30 days advance written notice. E-mail AgreementMaintenance@StateIndustrial.com directly for cancellations.
- Customer agrees that upon termination of this Agreement for any reason, Customer will return Dispensers, as directed by State, in the same condition as when received, except for reasonable wear and tear. Returns must be made within 45 days of the cancellation date. Failure to return Dispensers within 45 days, in reusable condition, will result in Customer being invoiced for Dispensers at the then current list price. State shall have the right to enter onto Customer's property to recover Dispensers not returned.
- If this Agreement is discontinued prior to the end of the initial Term, Customer agrees to be charged 15% of all remaining Fees for the balance of the initial term.
- Fees will not increase during the initial Term. Upon renewal, increases shall not exceed 3% and will only be adjusted on the anniversary date. This Agreement may be assigned by State but shall not be assignable by Customer.

Program

Type	<input type="checkbox"/> One Solution™ <input type="checkbox"/> 24/7™ <input type="checkbox"/> Air Care <input type="checkbox"/> Hand Care <input type="checkbox"/> Fresh Zone™ <input checked="" type="checkbox"/> Waste Water		
Dispensers	2 Variable Speed Pumps (FREE)		
Products	6- 55GL Drums PitRaider, 9- 55GL Drums NitroPro		
Services	Free Installation, Free Service, Free Reports		
Fees	\$1,850	Paid: <input type="checkbox"/> Quarterly <input type="checkbox"/> Every Other Month <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Payment by Credit Card	

Acceptance

	Accepted by State	Accepted by Customer
Accepted by (signature)		
Printed Name	Jay Mann	
Title	Account Manager	
Acceptance Date		



United States Program Agreement

Care for Work Environments®

Customer Number:	796946	Sales Code:	90101176
Customer Name:	Lake Zurich Waste Water	Customer Contact:	Steve Schmitt
Address:	505 Telsor Road	Customer Telephone:	847-550-1773
City, State, Zip:	Lake Zurich, IL 60046	Invoice Recipient Email:	Steve.schmitt@lakezurich.org

Agreement

This Agreement, between Lake Zurich Waste Water ("Customer") and State Industrial Products Corp. ("State"), is effective for an initial period of 1 year(s) from the date of acceptance by State ("initial Term"). This Agreement will automatically renew for successive one (1) year Terms following the initial Term ("renewal Term(s)") unless terminated as set forth below.

- Customer agrees to subscribe to the "Program" set forth below.
- Customer shall be responsible for the proper storage and maintenance of Products and Dispensers. Damaged or lost Dispensers provided under this Agreement will be charged to the Customer at the then current list price. Defective Dispensers will be repaired or replaced by State, at State's sole discretion.
- State will provide Dispenser installation, set-up and Dispenser maintenance, including replacement of wearable parts, during the initial Term or, any renewal Term of this Agreement.
- The Agreement fee includes freight for delivery of Dispensers and Products.
- The Agreement includes only the leased Dispensers, Products and Services listed in the Program below. Additional Dispensers, Products and Services must be purchased separately. State retains title to Dispensers at all times.
- This Agreement may be discontinued by either party with 30 days advance written notice. E-mail AgreementMaintenance@StateIndustrial.com directly for cancellations.
- Customer agrees that upon termination of this Agreement for any reason, Customer will return Dispensers, as directed by State, in the same condition as when received, except for reasonable wear and tear. Returns must be made within 45 days of the cancellation date. Failure to return Dispensers within 45 days, in reusable condition, will result in Customer being invoiced for Dispensers at the then current list price. State shall have the right to enter onto Customer's property to recover Dispensers not returned.
- If this Agreement is discontinued prior to the end of the initial Term, Customer agrees to be charged 15% of all remaining Fees for the balance of the initial term.
- Fees will not increase during the initial Term. Upon renewal, increases shall not exceed 3% and will only be adjusted on the anniversary date. This Agreement may be assigned by State but shall not be assignable by Customer.

Program

Type	<input type="checkbox"/> One Solution™ <input type="checkbox"/> 24/7™ <input type="checkbox"/> Air Care <input type="checkbox"/> Hand Care <input type="checkbox"/> Fresh Zone™ <input checked="" type="checkbox"/> Waste Water		
Dispensers	2 Variable Speed Pumps (FREE)		
Products	13- 55GL Drums PitRaider, 19- 55GL Drums NitroPro		
Services	Free Installation, Free Service, Free Reports		
Fees	\$3,300	Paid: <input type="checkbox"/> Quarterly <input type="checkbox"/> Every Other Month <input checked="" type="checkbox"/> Monthly <input type="checkbox"/> Payment by Credit Card	

Acceptance

	Accepted by State	Accepted by Customer
Accepted by (signature)		
Printed Name	Jay Mann	
Title	Account Manager	
Acceptance Date		



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6F

MEMORANDUM

Date: January 27, 2023
To: Ray Keller, Village Manager *PK*
From: Michael Brown, Director of Public Works
Subject: **Motor Fuel Tax Maintenance Resolution**

Issue: The Village of Lake Zurich contracts maintenance services and materials purchases each year using its Motor Fuel Tax (MFT) allocation from the State of Illinois.

The enclosed Resolution must be executed by the Village Board and approved by IDOT to appropriate the funds needed for new contracts in FY 2023.

Analysis: The Village has allocated the following funds in the approved FY2023 Annual Budget. In addition, included in the resolution for 2023 is the Village of Lake Zurich's projected project costs for the annual Road Resurfacing Program.

Right-of-Way Landscaping & Mowing:	\$28,403.00
Traffic Signal Maintenance IDOT:	\$42,000.00
Traffic Signal Maintenance LCDOT:	\$2,500.00
Traffic Signal Maintenance VOLZ:	\$850.00
Streetlight Electricity:	\$190,000.00
Road Salt:	\$169,200.00
Deicing Liquid:	\$10,500.00
Pavement Marking:	\$15,000.00
Sign Replacement Program:	\$12,000.00
Crack Sealing Program:	\$60,000.00
Pavement Rejuvenator	\$100,000.00
2023 Road Resurfacing (MFT):	\$1,756,240.00
Operations Cost:	\$2,386,693.00
Engineering Inspection	\$150,000.00
Total Estimated Cost	\$2,536,693.00

Recommendation: Adopt the enclosed MFT Maintenance Resolution in the amount of \$2,663,528.00, this includes \$2,536,640.00 in operations costs plus a 5% contingency.

W/Attachments:

1. Resolution for Maintenance under the Illinois Highway Code (BLR14220)
2. Illinois Department of Transportation, Estimate of Maintenance Cost (BLR14222)



**Resolution for Maintenance
Under the Illinois Highway Code**

District	County	Resolution Number	Resolution Type	Section Number
1	Lake		Original	23-00000-00-GM

BE IT RESOLVED, by the Board of the Village of Lake Zurich of Lake Governing Body Type Local Public Agency Type Illinois that there is hereby appropriated the sum of Two Million, Six Hundred Sixty Three Thousand, Five Hundred Twenty Eight Dollars (\$2,663,528.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23 .
Beginning Date Ending Date

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that Village of Lake Zurich Local Public Agency Type Name of Local Public Agency shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kyle Kordell Village Clerk in and for said Village Name of Clerk Local Public Agency Type Local Public Agency Type of Lake Zurich Name of Local Public Agency in the State of Illinois, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Board of Lake Zurich at a meeting held on 02/06/23 .
Governing Body Type Name of Local Public Agency Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of February, 2023 .
Day Month, Year

(SEAL, if required by the LPA)

Clerk Signature & Date

APPROVED

Regional Engineer Signature & Date
 Department of Transportation

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Resolution Number	Insert the resolution number as assigned by the LPA, if applicable.
Resolution Type	From the drop down box, choose the type of resolution: -Original would be used when passing a resolution for the first time for this project. -Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions. -Amended would be used when a previously passed resolution is being amended.
Section Number	Insert the section number of the improvement covered by the resolution.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Resolution Amount	Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().
Beginning Date	Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.
Ending Date	Insert the ending date of the maintenance period.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Name of Clerk	Insert the name of the LPA Clerk.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
LPA Type	From the drop down box choose the LPA body type; County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day the Clerk signed the document.
Month, Year	Insert the month and year of the clerk's signature.
Clerk Signature	Clerk shall sign here.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Approved	The Department of Transportation representative shall sign and date here upon approval.
<p>A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.</p> <p>Following IDOT's approval, distribution will be as follows: Local Public Agency Clerk Engineer (Municipal, Consultant or County)</p>	

Completed02/01/23

BLR 14220 (Rev. 12/13/22)



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost for

Municipality

Maintenance Period

Local Public Agency	County	Section Number	Beginning	Ending
Lake Zurich	Lake	23-00000-00-GM	01/01/23	12/31/23

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
Right of Way Landscaping & Mowing	IIB	No	Work by Contractor	LS	1	\$28,403.00	\$28,403.00	\$28,403.00
Traffic Signal Maintenance	IIB	No	IDOT	LS	1	\$42,000.00	\$42,000.00	\$42,000.00
Traffic Signal Maintenance	IIB	No	LCDOT	LS	1	\$2,500.00	\$2,500.00	\$2,500.00
Traffic Signal Maintenance	IIB	No	Lake Zurich	LS	1	\$850.00	\$850.00	\$850.00
Street Light Electricity	I	No	ComEd	LS	1	\$190,000.00	\$190,000.00	\$190,000.00
Road Salt	IIA	No	Salt	Ton	2,099.7766	\$80.58	\$169,200.00	\$169,200.00
Deicing Liquid	IIA	No	Deicing Liquid	Gal	10,500	\$1.00	\$10,500.00	\$10,500.00
Pavement Marking	IIB	No	Work by Contractor	LS	1	\$15,000.00	\$15,000.00	\$15,000.00
Sign Replacement	IIA	No	Work by Contractor	LS	1	\$12,000.00	\$12,000.00	\$12,000.00
Crack Sealing	IIB	No	Work by Contractor	LS	1	\$60,000.00	\$60,000.00	\$60,000.00
Pavement Rejuvenator	IIB	No	Work by Contractor	LS	1	\$100,000.00	\$100,000.00	\$100,000.00
2023 Road Resurfacing	IV	Yes	Work by Contractor	LS	1	\$1,756,240.00	\$1,756,240.00	\$1,756,240.00
Total Operation Cost								\$2,386,693.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)	\$262,350.00			\$262,350.00
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)	\$2,124,343.00			\$2,124,343.00
Maintenance Total	\$2,386,693.00			\$2,386,693.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection	\$150,000.00			\$150,000.00
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total	\$150,000.00			\$150,000.00
Total Estimated Maintenance	\$2,536,693.00			\$2,536,693.00

Completed 02/01/23

Page 1 of 2

BLR 14222 (Rev. 12/13/22)

Estimate of Maintenance Costs

Submittal Type

Local Public Agency	County	Section	Maintenance Period	
			Beginning	Ending
Lake Zurich	Lake	23-00000-00-GM	01/01/23	12/31/23

Remarks

SUBMITTED

Local Public Agency Official Signature & Date
Michael J. Brown
Digitally signed by Michael J. Brown
Date: 2023.02.01 09:51:36 -06'00'

Title
Director of Public Works

County Engineer/Superintendent of Highways Signature & Date

APPROVED

Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Completed 02/01/23

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Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

Local Public Agency Clerk
 Engineer (Consultant or County Engineer)
 District File

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

66

MEMORANDUM

Date: January 25, 2023

To: Ray Keller, Village Manager *PK*

From: Steve Schmitt, Utilities Superintendent

Copy: Michael J. Brown, Public Works Director

Subject: **Replacement of Betty Dr Lift Station Control Panel**

Issue: Replacement of the Betty Dr Sanitary Sewer Lift Station Control Panel.

Village Strategic Plan: This agenda item is consistent with the following Strategic Plan goal.

- **Infrastructure Investment:** Develop a formalized, long-range sanitary sewer system improvement plan.

Background: The existing Betty Dr Lift Station, manufactured by Metropolitan Pump Co., was installed in 1976. The current control system, replacing the original in 1999, is obsolete (reducing operational reliability) and is at the end of its useful life.

The Metropolitan Pump Company is the village's designated lift station manufacturer currently utilized at 13 of the 14 Duplex Sanitary Sewer Lift Stations within the Village. Metropolitan Pump Company is the sole source vendor for the LMS-II PLC Logic controls that the Village has been utilizing in previous lift station upgrades for standardization as well as to access the internet-based supervisory control and data acquisition (SCADA) monitoring and alarm system.

Analysis: Metropolitan Pump Company has provided a proposal for \$68,614 for manufacturing and installation of a replacement cabinet and control system. Staff has been satisfied with the quality of their previous work. This project is included in the Village's Community Investment Plan (CIP) for 2023 and the FY 2023 Budget includes \$160,000 for improvements to Betty Dr and Wicklow Lift stations.

Recommendation: Acceptance of proposal from Metropolitan Pump Company for a replacement control panel at the Betty Dr Sanitary Sewer Lift Station for an amount not to exceed \$68,614.

W/Attachments:

- 1) Quotation from Metropolitan Pump Company (3 pages)

METROPOLITAN PUMP COMPANY



A Division of METROPOLITAN INDUSTRIES, INC.
37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343
(815) 886-9200 • FAX (815) 886-4573
www.metropolitanind.com

QUOTATION

Page 1 of 2

TO: Mr. Steve Schmitt
Village of Lake Zurich
505 Telser Rd
Lake Zurich, Illinois 60047
Phone:

PROJECT: -1115 Betty Drive
Lake Zurich, Illinois
BIDS DUE: ASAP
ENGINEER: N/A

We are pleased to provide a QUOTE on the following equipment for the subject project.

Control Panel Replacement With Stainless Steel Traffic Box Enclosure and Accessories

(Based on existing 230 volt, 1 phase, 2HP pumps)

- Qty (1) UL approval type 508 for Industrial Control Panels
- Qty (1) Weather Protected pad Mounted Freestanding Traffic Enclosure, 304 Stainless Steel
- Qty (1) Reel Light
- Qty (1) GFCI Convenience Outlet
- Qty (1) Standby Generator Receptacle, 100 Amp Maximum
- Qty (1) Generator Plug, 100A with wire and compression fittings and 50ft. Of cable
- Qty (1) Fan & Filter Kit

Pump Control Panel To Include The Following:

- Qty (1) Control Panel Enclosure Nema 1 with subpanel
- Qty (1) Micrologix 1400 PLC
- Qty (1) Memory Module for PLC
- Qty (1) Necessary Cloud SCADA programming is included.
- Qty (1) Serial Null Modem cable
- Qty (1) 7 inch Touch Screen
- Qty (2) Seal Fail & Overtemp Sensors for Flygt Pumps
- Qty (1) Intrinsically Safe Relay For floats
- Qty (1) Phase Monitor
- Qty (1) Manual Transfor Switch Non Fused, 100 A, 600V, UL/IEC
- Qty (1) Pistol Handle for Disconnect
- Qty (1) Shaft, 290 mm for Disconnect
- Qty (2) Motor Starter Contactor, IEC
- Qty (2) Thermal Overload Relays
- Qty (2) Circuit Breaker, TM, Recessed Panel Din Rail Mount, 240V, 25A
- Qty (1) Circuit Breaker, TM, Recessed Panel Din Rail Mount, 240V, 30A
- Qty (1) Equipment bar
- Qty (1) Lot: Circuit breakers, fuses and fuse block
- Qty (1) Lot: Distrubtion Block or lugs
- Qty (1) Lot: Relays, Timers and Sockets
- Qty (1) Lot: Operator Controls
- Qty (1) Heater
- Qty (1) Duplex Outlet and Box

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO, NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>820N17220KT</u>
Firm: _____	Submitted: <u>1/24/2023</u>
By: _____	Void after: <u>30 days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

METROPOLITAN



PUMP COMPANY
A Division of METROPOLITAN INDUSTRIES, INC.
37 FORESTWOOD DRIVE • ROMEOVILLE, IL • 60446-1343
(815) 886-9200 • FAX (815) 886-4573
www.metropolitanind.com

QUOTATION

Page 2 of 2

PROJECT: 1115 Betty Drive
Lake Zurich, Illinois

The INSTRUMENTATION SYSTEM will include the following:

- Qty (2) Start and Run Capacitors
- Qty (1) DC Power Supply
- Qty (1) Ups Control Unit and batteries
- Qty (1) Ethernet Switch and cable
- Qty (1) Sierra Wireless Airlink Raven RV50 Cellular Gateway
- Qty (2) Antenna, filter cable, connectors
- Qty (1) Submersible Transducer for primary control.
- Qty (4) Mechanical float switches for back up control an
- Qty (1) Chain and anchor float mounting system for transducer and back up floats will be included.

SCOPE - Furnish and Install a new lift station control panel just east of existing with includes and exclusions.

Total amount for new controls as mentioned in this proposal is:	<u>\$68,614.00</u>
	(Taxes Not Included)

Total Monthly Cost For Verizon Cellular Service based on 250 Tags at 5 minute polling is:	<u>\$45.00/Mo.</u>
Messages Sent via SMS text and voice via Twilio	(Taxes Not Included)

Inclusions - Typical of both locations

- Removal of existing control panel once new is up and running.
- Temp as needed and site fencing
- Furnish and install (4) new conduits and seal offs into existing wet well.
- Conduit stub for phone line.
- Furnish and install 12" thick concrete pad for new enclosure, pull and terminate pumps and floats
- Site cleanup and seeding.
- Above pricing includes start up of system, on site training and freight.
- Existing dialer to be relocated for temporary use.
- Verizon Cellular Service is priced separately.

Exclusions:

- Only the items mentioned above are included in this proposal. This proposal is to replace the existing traffic box enclosure controls and devices mentioned.
- Permits, fees, utility fees, premium time, taxes, Utilities fees, allowances and bonding is not included.
- Alarm light is not included in this proposal.
- ComEd Coordination
- Existing pumps remain and new pumps are not included.

TERMS: Net 30 days from date of invoice. All invoices are payable in full when due, with no retainage allowed.

THIS QUOTATION, SUBJECT TO THE CONDITIONS ON THE REVERSE SIDE HEREOF, MAY BE ACCEPTED ONLY BY SIGNING ONE COPY OF THIS QUOTATION AND RETURNING IT TO METROPOLITAN PUMP CO. NOT LATER THAN THE DATE INDICATED ON THE FACE HEREOF AFTER WHICH THIS QUOTATIONS IS VOID. THIS QUOTATION AFTER ACCEPTANCE BY BUYER MAY BE CANCELLED BY EITHER PARTY WITH NO PENALTY ONLY IF ENGINEER FAILS TO APPROVE SELLERS APPROVAL BROCHURE.

Accepted: _____	Quotation No: <u>820N17220KT</u>
Firm: _____	Submitted: <u>1/24/2023</u>
By: _____	Void after: <u>30 Days</u>
Title: _____	Prepared By: <u>Ken Turnquist</u>

STANDARD CONDITIONS OF SALE
(Domestic Shipments)

1. TERMS

Standard terms are net thirty days from date of invoice. Products are sold F.O.B. Factory unless otherwise stated. A 2% per month service charge is added to overdue accounts.

It is understood that the purchaser agrees to pay any and all costs incurred in collecting delinquent accounts, including by way of illustration but not limited to: reasonable attorney fees; costs of witnesses and expert witnesses, including travel from point of origin and return, subsistence and recompense for time lost from regular occupation; court costs, depositions, transcripts, etc.

Quotations are subject to acceptance within thirty days from the date, and in the interim, are subject to changes in price or other particulars upon notice.

All offers to purchase, quotations, and contracts of sales are subject to final acceptance by Metropolitan Pump (hereinafter called the Company) at its office at Romeoville IL and shall be and constitute an Illinois Contract, subject to the laws of the State of Illinois.

2. SALES AND SIMILAR TAXES

Sales, use, occupational, excise, or other similar taxes are not included in the prices quoted and if this transaction is subjected to any such tax by any taxing authority whatever, the same must be added to the purchase price.

3. DELIVERIES

The Company shall be under no liability for failure to make deliveries where such failure to deliver may be due to fire, strikes, accidents, labor or transportation difficulties, car shortage, failure to obtain deliveries of materials, action of any State, Federal or local governments or other causes beyond its reasonable control.

4. ESTIMATED SHIPPING WEIGHTS

The Company will not be responsible for the accuracy of shipping weights submitted in quotations, as these weights are estimated weights, for use in computing probable freight charges.

5. GUARANTEES**RATED OUTPUT**

The Company guarantees that the apparatus manufactured by it will deliver successfully its output as indicated on the nameplate, provided such apparatus is properly installed and maintained, correctly lubricated, operated under normal conditions and with competent supervision.

REPLACEMENT OF DEFECTIVE MATERIAL

Any parts which show faulty workmanship or material will be repaired or replaced without charge, F.O.B. Company's works, provided such defects develop under normal and proper use within three months after date of shipment and provided Purchaser shall give notice in writing to the Company and a chance to inspect such defects before repairing or altering the product in any way. The correction of such defects by repair or replacement by the Company shall constitute a fulfillment of its obligation to the Purchaser.

NON-LIABILITY FOR LOSS OR DAMAGE

The Company will not be responsible for or liable for any loss or damage resulting from improper storage or handling prior to placing the apparatus in service and will not assume any responsibility, expense or liability for repairs made outside its works without proper written consent of the company. The Company will not be responsible or liable for any damage or loss resulting from installation or operation in any manner not complying with installation or operating instructions or drawings or with the ratings marked thereon.

CONTINGENT LIABILITY

The Company will not be responsible or liable in any way for consequential damage or contingent liability resulting from nondelivery, late delivery, function, malfunction or nonfunction or any equipment sold hereunder or resulting from any service provided or from malfeasance or nonfeasance of any service provided hereunder.

6. CHANGES

In event the Purchaser finds it necessary to make changes in the work to be performed hereunder, he may do so only by written order. If such changes cause an increase or decrease in the amount due for apparatus sold hereunder, or in the time required for completion of resulting order, an equitable adjustment shall be made and the order shall be modified accordingly.

7. TERMINATION

In the event Purchaser, due to good and sufficient cause, desires to effect cancellation of sales or services sold hereunder, notice shall be given in writing to the Company,

The Company shall thereupon, as directed, cease work and deliver to the Purchaser all completed and partially completed articles and materials and work in process. The Purchaser shall pay the Company the following:

- (a) The price provided in the order for all articles or materials which have been completed prior to termination.
- (b) Actual expenditures made by the Company in connection with the incompleting portion of the order, including reasonable cancellation charges paid by the Company for which it may be liable on account of commitments made under the order.
- (c) Reasonable estimated profits on the incompleting portion of the order multiplied by the percentage of completion of the incompleting portion of the order.

8. DEFERRED DELIVERIES

Deferred deliveries are subject to Company's approval. Should the Purchaser for good and sufficient cause desire that we hold up or defer deliveries until some later day, same shall be acceptable on the following conditions only:

- (a) Deferral period is not to exceed sixty days, at the end of which time, if no release is given, Company reserves the right to render invoice and make shipment of the completed portion of order to destination specified in Purchaser's order, or to warehouse such apparatus at Purchaser's expense.
- (b) On the incompleting portion of the order, if release is not given by the Purchaser at the expiration of sixty days, the Company reserves the right to make a cancellation charge on the same conditions and terms of payment as outlined above under "Termination."

9. PATENTS

The Company certifies that to the best of its knowledge the apparatus sold hereunder does not infringe any Letters Patent granted to others by the United States of America or by any country foreign thereto. The Company does not assume any responsibility or liability for any claim of infringement brought against the Purchaser, its successors, assigns, customers or users of its product.

10. PAYMENTS

If, in the judgment of the Company, the financial condition of the Purchaser at any time does not justify continuance of the production or shipment on the terms of payment specified, the Company may require full or partial payment in advance.

Pro rata payments shall become due as shipments are made. If shipments are delayed by the Purchaser, payments shall become due from date when the Company is prepared to make shipment. If manufacture is delayed by the Purchaser, payment shall be made based on the contract price and the percentage of completion. Apparatus held for the Purchaser shall be at the risk and expense of the Purchaser.

11. FEDERAL AND STATE LAWS

The Company, to the best of its knowledge, is complying with The Fair Labor Standards Act, Public Contracts Act and all other applicable State and Federal Laws, and the orders and regulations issued thereunder.

12. GENERAL

There are no understandings, agreements or warranties, either verbal or written, relating to the apparatus sold hereunder that are not fully expressed herein and no change in the terms hereof may be made except by a writing signed by both parties.

No statement, recommendation or assistance made or offered by Company through its representatives to the Purchaser or his representatives in connection with the use of any product sold by us shall be or constitute a waiver by Company of any of the provisions hereof or change the purchaser's liability as herein defined.

Seller represents that with respect to the production of the articles and/or the performance of the services covered by this proposal, it has fully complied with Section 12 (a) of the Fair Labor Standards Act of 1938, as amended.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM
6H

MEMORANDUM

Date: January 25, 2023

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Rebuild Illinois Resolution for Expenditures**

Issue: The Village of Lake Zurich has received \$1,293,760.00 in grant funds through the Rebuild Illinois Bond Program (RBI) from the State of Illinois. As the grant proceeds are designated specifically for transportation improvement projects, the funds will be allocated to the Village’s annual Road Resurfacing Program for 2023.

Background: On June 28, 2019 Governor Pritzker signed the REBUILD ILLINOIS Capital Plan to fund transportation projects and improvements, along with many other investments. Funded through the Motor Fuel Tax Program (MFT), the proceeds have been designated specifically for transportation improvement projects with an average useful life of greater than or equal to 13 years.

Analysis: Through the RBI proceeds, the Village has allocated \$1,293,760.00 to the annual Road Resurfacing Program in the FY2023 Budget. The 2023 program consists of roadway improvements in the Old Mill Grove Subdivision, and Old Mill Grove Road from Route 22 to the southern roadway limit within the Countryside East Subdivision.

Recommendation: Approval of the RBI Resolution for the Illinois Department of Transportation in the amount of \$1,293,760.00.

W/Attachments:

1. Resolution for Maintenance under the Illinois Highway Code (BLR14220)
2. Illinois Department of Transportation, Estimate of Maintenance Cost (BLR14222)



Resolution for Maintenance Under the Illinois Highway Code

Table with 5 columns: District, County, Resolution Number, Resolution Type, Section Number. Values: 1, Lake, [blank], Original, 23-00000-00-PV

BE IT RESOLVED, by the Board of the Village of Lake Zurich Illinois that there is hereby appropriated the sum of One Million, Two Hundred Ninety Three Thousand, Seven Hundred Sixty Dollars (\$1,293,760.00) of Motor Fuel Tax funds for the purpose of maintaining streets and highways under the applicable provisions of Illinois Highway Code from 01/01/23 to 12/31/23.

BE IT FURTHER RESOLVED, that only those operations as listed and described on the approved Estimate of Maintenance Costs, including supplemental or revised estimates approved in connection with this resolution, are eligible for maintenance with Motor Fuel Tax funds during the period as specified above.

BE IT FURTHER RESOLVED, that the Village of Lake Zurich shall submit within three months after the end of the maintenance period as stated above, to the Department of Transportation, on forms available from the Department, a certified statement showing expenditures and the balances remaining in the funds authorized for expenditure by the Department under this appropriation, and

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I Kyle Kordell Village Clerk in and for said Village of Lake Zurich in the State of Illinois, and keeper of the records and files thereof, as

provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the

Board of Lake Zurich at a meeting held on 02/06/23

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this 7th day of February, 2023

(SEAL, if required by the LPA)

Clerk Signature & Date [Signature Box]

APPROVED

Regional Engineer Signature & Date Department of Transportation [Signature Box]

Instructions for BLR 14220

This form shall be used when a Local Public Agency (LPA) wants to perform maintenance operations using Motor Fuel Tax (MFT) funds. Refer to Chapter 14 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. This form is to be used by a Municipality or a County. Road Districts will use BLR 14221. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

- Resolution Number Insert the resolution number as assigned by the LPA, if applicable.

- Resolution Type From the drop down box, choose the type of resolution:
 - Original would be used when passing a resolution for the first time for this project.
 - Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
 - Amended would be used when a previously passed resolution is being amended.

- Section Number Insert the section number of the improvement covered by the resolution.

- Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

- LPA Type From the drop down box choose the LPA body type; County, City, Town or Village.
- Name of LPA Insert the name of the LPA.
- Resolution Amount Insert the dollar value of the resolution for maintenance to be paid for with MFT funds in words, followed by the same amount in numerical format in the ().

- Beginning Date Insert the beginning date of the maintenance period. Maintenance periods must be a 12 or 24 month consecutive period.

- Ending Date Insert the ending date of the maintenance period.

- LPA Type From the drop down box choose the LPA body type; County, City, Town or Village.
- Name of LPA Insert the name of the LPA.
- Name of Clerk Insert the name of the LPA Clerk.
- LPA Type From the drop down box choose the LPA body type; County, City, Town or Village.
- LPA Type From the drop down box choose the LPA body type; County, City, Town or Village.
- Name of LPA Insert the name of the LPA.
- Governing Body Type From the drop down box choose the type of administrative body. Choose Board for County; Council or President and Board of Trustees for a City, Village or Town.

- Name of LPA Insert the name of the LPA.
- Date Insert the date of the meeting.
- Day Insert the day the Clerk signed the document.
- Month, Year Insert the month and year of the clerk's signature.
- Clerk Signature Clerk shall sign here.
- Seal The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
- Approved The Department of Transportation representative shall sign and date here upon approval.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)

Completed 02/01/23

BLR 14220 (Rev. 12/13/22)



Local Public Agency General Maintenance

Submittal Type

Estimate of Maintenance Costs

District Estimate of Cost for

Local Public Agency County Section Number Maintenance Period Beginning Ending

Maintenance Items

Maintenance Operation	Maint Eng Category	Insp. Req.	Material Categories/ Point of Delivery or Work Performed by an Outside Contractor	Unit	Quantity	Unit Cost	Cost	Total Maintenance Operation Cost
2023 Road Program	IV	Yes	Work by Contractor	LS	1	\$1,293,760.00	\$1,293,760.00	\$1,293,760.00
Total Operation Cost								\$1,293,760.00

Estimate of Maintenance Costs Summary

Maintenance	MFT Funds	RBI Funds	Other Funds	Estimated Costs
Local Public Agency Labor				
Local Public Agency Equipment				
Materials/Contracts(Non Bid Items)				
Materials/Deliver & Install/Materials Quotations (Bid Items)				
Formal Contract (Bid Items)		\$1,293,760.00		\$1,293,760.00
Maintenance Total		\$1,293,760.00		\$1,293,760.00

Estimated Maintenance Eng Costs Summary

Maintenance Engineering	MFT Funds	RBI Funds	Other Funds	Total Est Costs
Preliminary Engineering				
Engineering Inspection				
Material Testing				
Advertising				
Bridge Inspection Engineering				
Maintenance Engineering Total				
Total Estimated Maintenance		\$1,293,760.00		\$1,293,760.00

Remarks

SUBMITTED

Local Public Agency Official Signature & Date
Michael J. Brown Digitally signed by Michael J. Brown
 Date: 2023.02.01 09:52:32 -06'00'

Title

APPROVED

County Engineer/Superintendent of Highways Signature & Date

Regional Engineer Signature & Date
 Department of Transportation

Instructions for BLR 14222 - Page 1 of 4

NOTE: Form instructions should not be included when the form is submitted

This form is used by all Local Public Agencies (LPAs) to submit their maintenance program and also submit their maintenance expenditure statements. A resolution (BLR 14220) must be submitted and approved by the Illinois Department of Transportation (IDOT) prior to incurring any expenditures. For items required to be bid the estimate of cost must be submitted prior to submittal of required bidding documents. Authorizations will be made based on the resolution and/or the approved contract/acceptance/material quotations documents.

The maintenance expenditure statement must be submitted within 3 months of the end of the maintenance period. Maintenance resolutions and estimates submitted for future maintenance periods after that date will not be processed until the delinquent maintenance expenditure statement has been submitted. Only one form needs to be completed per maintenance period, combine all operations on one form.

For additional information refer to the Bureau of Local Roads Manual (BLRS), Chapter 14. For signature requirements refer to Chapter 2, section 3.05(b) of the BLRS Manual.

For items being completed for the estimate all materials, equipment, labor and contract amounts are considered estimates. For estimates where LPA equipment is completed, an Equipment Rental Schedule (BLR 12110) must also be submitted for approval. When completing the form for the Maintenance Expenditure all items must be actual amounts spent.

Maintenance — From the drop down choose which type of document is being submitted. Choose Estimate of Cost if an estimate is being submitted, choose Maintenance Expenditure Statement if a maintenance expenditure statement is being submitted

Submittal — Choose the type of submittal, if this is the first submittal choose original, if revising a previous submittal choose, revised. If adding to a previous submittal choose supplemental.

Estimate of Cost For — Select the type of LPA submitting this form from the drop down. Types to choose are County, Municipality, or Road District/Township.

Local Public Agency — Insert the name of the Local Public Agency.

County — Insert the County in which the Local Public Agency is located.

Maintenance Period

Beginning — Insert the beginning date of the maintenance period.

Ending — Insert the ending date of the maintenance period.

Section — Insert the section number assigned to this project. The letters at the end of the section number will always be a "GM".

Maintenance Operations — List each maintenance operation separately

Maintenance Eng. Category — From the drop down choose the maintenance engineering category as it applies to the operation listed to the left. The definitions of the categories can be found in the BLRS Manual Chapter 14, section 14-2.04

Maintenance Engineering Categories are:

Category I — Services purchased without a proposal such as electric energy or materials purchased from Central Management Services' Joint Purchasing Program or another joint purchasing program that has been approved by the District BLRS or CBLRS.

Category II-A — Maintenance items that are not included in Maintenance Engineering Category I or do not require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution.

Category II-B — Routine maintenance items that require competitive sealed bids according to Section 12-1.02(a) or a local ordinance/resolution. Routine maintenance includes all items in the following work categories: snow removal, street sweeping, lighting and traffic signal maintenance, cleaning ditches or drainage structures, tree trimming or removal, mowing, crack sealing, pavement marking, shoulder maintenance limited amounts of concrete curb and gutter repair, scour mitigation, pavement patching, and minor drainage repairs.

Category III — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a material proposal, a deliver and install proposal or material quotation.

Category IV — Maintenance items that are not covered by Maintenance Engineering Category I or Category II-B and require competitive bidding with a formal contract proposal.

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)

Instructions for BLR 14222 - Page 2 of 4

The instructions listed below only apply to the maintenance estimate of cost. For LPA's using Local Public Agency Labor and/or Local Public Agency Equipment Rental, the estimated amounts are only listed on those specific lines and are not to be included with each operation on the estimate of cost.

Insp Req — From the drop down choose No or Yes as it applies to the maintenance operation listed to the left. Items requiring no engineering inspection should be no.

Material Categories/Point of Delivery or Work Performed by an Outside Contractor — List the items for each operation on a separate line, grouping items for the same operation together, for the operation listed to the left. If work being done as a contract list work by contractor.

Unit — Insert the unit of measure for the material listed to the left, if applicable.

Quantity — Insert the quantity for the material listed to the left, if applicable.

Unit Cost — Insert the unit cost of the material listed to the left, if applicable.

Cost — No entry necessary, this is a calculated field. This is the quantity times the unit cost.

Total Maintenance Operation Cost — Insert the total of the Maintenance Operation Cost, for items done by a contract insert the estimated contract amount.

Maintenance

Estimate of Maintenance Costs Summary — Under each item listed below, list the amount of estimated MFT funds, Rebuild Illinois (RBI) funds and local funds to be expended, if applicable. The total Estimated cost is a calculated field.

Local Public Agency Labor — Insert the estimated amount for LPA labor for all maintenance operations, if applicable.

Local Public Agency Equipment Rental — Insert the estimated amount for LPA equipment rental for all maintenance operations, if applicable.

Materials/Contracts (Non Bid Items) — Insert the estimated amount for materials and/or contracts for items the LPA is not required to bid, if applicable.

Materials/Deliver & Install, Material Quotations — For the operation listed to the left insert the estimate amount to be expended using a bidding process for material/deliver & install proposal and/or material quotations, if applicable.

Formal Contracts — Insert the total amount estimated to be expended on formal contracts. This will be for items required to be bid.

Total Estimated Cost — This is a calculated field and will be automatically filled in for each type. This is the sum of all funding for the item.

Total Maintenance Operation Cost — This is a calculated field, no entry is necessary. This is the sum of all items estimated to be expended on this operation.

Total Maintenance Cost — This is a calculated field, no entry is necessary. This is the sum of all maintenance operation costs.

Maintenance Engineering Cost Summary — For each item listed below, list under the funding type what the estimated amount to be expended for each item.

Preliminary Engineering Fee — Insert the amount of funds estimated to be expended for Preliminary Engineering, if applicable.

Engineering Inspection Fee — Insert the amount of funds estimated to be expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds estimated to be expended on material testing costs, if applicable.

Instructions for BLR 14222 - Page 3 of 4

Advertising Costs — Insert the amount of funds estimated to be expended on advertising costs, if applicable.

Bridge Inspection Costs — Insert the amount of funds estimated to be expended on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Totals — This is a calculated field. It is the total of the estimated maintenance cost plus the estimated maintenance engineering cost.

These instructions apply to the Maintenance Expenditure Statement.

Maintenance Operation — Type in the name of the maintenance operation for which the amounts to the right will be completed. For a form that was completed as an Estimate of Cost and is now being changed to a Maintenance Expenditure Statement, this field will be completed from the estimate.

Maint Eng Category — From the drop down select the Maintenance Engineering Category that applies to the operation listed to the left.

LPA Labor — For the operation listed to the left insert the amount expended for LPA labor, if applicable.

LPA Equipment Rental — For the operation listed to the left insert the amount expended on LPA equipment rental if applicable.

Materials/Contracts (Non-Bid) — For the operation listed to the left insert the amount expended for materials and/or contracts that was not required to be bid, if applicable.

Materials/Deliver & Install/Material Quotations (Bid Items) — Insert the total amount expended on Materials Proposals, Deliver and Install proposals, Materials Quotations (Bid Items). This will be for items that were required to be bid.

Formal Contract — For the operation listed to the left insert the amount expended for items bid using the formal contract process, if applicable.

Total Operation Cost — This is a calculated field, it will sum the amounts expended for the operation listed to the left.

Operation Engineering Inspection Fee — For the operation listed to the left insert the amount of engineering inspection charged for this operation, if applicable.

Total Maintenance — This is a calculated field, no entry necessary. It is the sum of all maintenance operations.

Maintenance Engineering Cost Summary Preliminary Engineering Fee — Insert the dollar amount of funds spent on preliminary engineering for this maintenance section.

Engineering Inspection Fee — Insert the amount of funds expended for Engineering Inspection, if applicable.

Material Testing Costs — Insert the dollar amount of funds spent on material testing costs, if applicable.

Advertising Costs — Insert the dollar amount of funds spent on advertising costs, if applicable.

Bridge Inspection Costs — Insert the dollar amount of funds spent on bridge inspection costs, if applicable.

Total Maintenance Engineering — This is a calculated field, no entry is necessary. This is the sum of all maintenance engineering costs listed above.

Total Maintenance Program Costs — Insert the total cost of the Maintenance and Maint. Engineering. The maintenance amount will be the amount from the Total Cost from the Maintenance Items table. The Maint. Eng will be the Maintenance Engineering Total from above.

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)

Instructions for BLR 14222 - Page 4 of 4

Contributions, Refunds, Paid with Other Funds — Enter the dollar amount of contributions, refunds or amounts paid with other funds for this maintenance section, if applicable, for both maintenance and maintenance engineering.

Total Motor Fuel Tax/Rebuild Illinois Portion — These are calculated fields, no entry is necessary. This is the sum of the total cost minus the amount paid with local funds.

Motor Fuel Tax Portion — Insert the amount of the total cost that was paid for with Motor Fuel Tax funds for Maintenance and Maint. Engineering, as applicable.

Motor Fuel Tax Funds Authorized — Insert the net amount of Motor Fuel Tax Funds authorized for each type.

Motor Fuel Tax Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Motor Fuel Tax funds expended minus the amount of Motor Fuel Tax funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Rebuild Illinois Portion — Insert the amount of the total cost that was paid for with Rebuild Illinois funds for Maintenance and Maint. Engineering, as applicable.

Rebuild Illinois Funds Authorized — Insert the net amount of Rebuild Illinois Funds authorized for each type.

Rebuild Illinois Surplus/Deficit — These are calculated fields, no entry is necessary. This is the sum of the Total Rebuild Illinois funds expended minus the amount of Rebuild Illinois funds authorized. A positive number will result in a credit to the unobligated fund of the Motor Fuel Tax fund. A negative number means more funds were spent than authorized. If the negative number has a resolution to cover the overage, the item(s) that resulted in the overage have been approved by IDOT, and are covered in the overrun policy, this amount will be authorized. If these conditions are not met you must contact your District office for guidance.

Difference — No entry necessary, this field is automatically calculated. It is the difference between Total Motor Fuel Tax/Rebuild Illinois Portion for Maintenance and Maint. Engineering. The fields must equal zero; if not, review the amounts inserted under Motor Fuel Tax and Rebuild Illinois need to be corrected.

Remarks — Enter remarks as applicable covering the items entered.

Certification — Upon submittal of this form as the maintenance expenditure statement the LPA official shall check this box as certification.

End of instructions for Maintenance Expenditure Statement

Submitted

Local Public Agency Official — The proper official shall sign, insert their title and date here. For Estimates of Cost covering a Township/Road District the road commissioner shall sign and date as Local Public Agency Official. For Municipalities the municipal official shall sign and date here.

County Engineer/Superintendent of Highways — For County project and/or Township/Road District projects the county engineer/ superintendent of highways shall sign here.

Approved — Upon approval the Regional Engineer shall sign and date here. This approval is subject to change based upon a documentation review by the Department.

A minimum of three (3) signed originals must be submitted to the Regional Engineer's District office. Following the Regional Engineer's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Consultant or County Engineer)
- District File

Completed 02/01/23

BLR 14222 (Rev. 12/13/22)



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM
61

MEMORANDUM

Date: January 25, 2023

To: Ray Keller, Village Manager *PK*

From: Steven J. Paulus, Assistant Director of Public Works

Copy: Michael J. Brown, Director of Public Works

Subject: **2023-2025 Janitorial Services**

Issue: Termination of current Janitorial Services Contract and award new three year contract.

Background: The Village currently contracts janitorial services for cleaning at several municipal buildings that include the Police Department, Village Hall, Community Services, and Park and Recreation facilities. Several of the facilities serve as classrooms for the Village’s early childhood and camp programs, public amenities, as well as work areas for Village employees. The current three-year contract was Board approved on November 1, 2021 and went into effect January 1, 2022.

Analysis: Several complaints by several Village Departments, multiple quality control and customer service issues have arisen with the Janitorial Contract since the inception of the agreement. There has been a blatant disregard to the requirements of the agreement. Several areas of several building have simply not been cleaned. It is very apparent that Eco Clean Maintenance cannot provide the service the Village needs or expects.

This past fall, a new task list and contract was produced. Requests for proposals were sent out to several companies that have submitted bids previously. The 2023 budget for janitorial services is \$150,000.

The proposal submittals for services is provided below:

Alpha Building Maint. Services	\$109,608.00
Bravo Services	\$114,600.00
Chi-Town Cleaning Services	\$159,678.00

Emcee Building Services	\$142,115.22
Multisystem Management	\$178,608.00

After reviewing the proposals, a second walk thru and interviews were conducted with Emcee Building Services and Bravo Services. Emcee Building Services is a family owned and operated building maintenance company. The owners are former Lake Zurich residents and graduates of Lake Zurich Schools. The staff that will be servicing our buildings are current, full-time, local employees. Included in the total cost, interior and exterior window cleaning once per year for buildings under contract, a \$5,900 value.

Recommendation: Authorized the Village Manager to terminate the Janitorial Services Agreement with Eco Clean Maintenance and execute a three-year agreement with Emcee Building Services, concluding December 31, 2025, in the annual amount not to exceed \$150,000, with two one-year options not to exceed 2% of the current price.

W/Attachments:

1. Bid Submittal – Emcee Building Services

EMCEE Building Services LLC

January 10th, 2023

Steve Paulus
Public Works Assistant Director
Lake Zurich Public Works
505 Telsor Road
Lake Zurich, IL 60047

EMCEE Building Services is more than capable of facilitating great long lasting services to The Village of Lake Zurich's specific needs and doing so with unmatched class. We would be honored if awarded the opportunity to help in keeping The Village of Lake Zurich the high end community it is.

What makes EMCEE different from the rest?

- EMCEE is readied to fully man the Village of Lake Zurich with full time technicians and a full time supervisor whose sole responsibilities will be cleaning the villages (8) Buildings.
- We'll provide 7 days a week supervisor coverage by Sherri Wooley (Account Supervisor), Mike Caramusa (Vice President) and Bob Caramusa (Vice President). 24/7 365 emergency contact with all (3) supervisors.
- Sherri Wooley will be a full time supervisor for all village buildings. She'll be responsible for quality assurance, daily operations, scheduling, maintaining supply inventory and will be cleaning nightly.
- Mike Caramusa will also be providing daily supervision of all builds and quality assurance, among any back end office work needing to be completed for the village (Monthly reports, checklists, time charts, payroll, communication with the village via email)
- EMCEE would like to provide FREE window cleaning of all buildings interior and exterior windows completely free of charge once a year.

Sincerely,

Michael Caramusa
Vice President/ Owner
Mike@mcbuildingservicecs.co
847.721.7724

4205 Barreville Road, Crystal Lake, IL. 60012

**Contract Documents and Specifications
For
Janitorial Services at Village Facilities**



Dated: November 1, 2022

Village of Lake Zurich
2023 Janitorial Services

Required for use by:

Lake Zurich Public Works Department

Mandatory pre-proposal meeting:

November 17, 2022, 0800am @Community Services, 505 Telsler Rd. Lake Zurich, IL 60047

Date and time all proposals are due:

December 15, 2022 11:00am.

Contact:

Steve Paulus-Assistant Director of Public Works
Available Monday through Friday, 7am-3pm, at 847-541-1751. steve.paulus@lakezurich.org
He or his designee, shall represent and act for the Village in all matters pertaining to the RFP documents, proposal, and contracts in conjunction hereto.

Target Date

November 17, 2022

December 15, 2022

February 1, 2023

Event

Mandatory pre-proposal meeting

Submittals due to the PW Director

Start of contract

Background

The Village of Lake Zurich is seeking proposals from qualified custodial service providers for cleaning of multiple municipal facilities.

Proposals will be evaluated through each firm's qualifications to provide janitorial services for eight (8) Village owned facilities.

Proposals will be evaluated for their thoroughness, totals hours of cleaning time per location, total employees required per location, total cost, relevant staff training, and favorable references including overall satisfaction and responsiveness.

Village Operations

The Facility operates twenty-four (24) hours a day, 365 days a night. These buildings may have constant activity during the day, limited activity at night. The large public meeting rooms at the Village Hall and Police Department accommodates up to 100 guests each for training and meetings. The Village staff includes about one hundred (100) employees full-time.

Village of Lake Zurich
2023 Janitorial Services

Conditions

Bidders are advised to become familiar with all conditions, instructions and specifications governing their proposal. Once the award has been made, failure to have read all the conditions, instructions and specifications of their contract shall not be cause to alter the original contract or to request additional compensation.

Scope of work

Village Hall, 70 East Main Street

Cleaning frequency- 5 days per week-Monday through Friday

Entry hours- 9pm-7am

Please Note: Schedule is subject to change due to Public Meeting Events. Staff will provide Monthly Event Calendar.

Police Department, 200 Mohawk Trail

Cleaning frequency- 6 days per week-Monday through Saturday

Entry hours- 5pm-10pm or 12am-6am

Community Services Facility, 505 Telsler Road

Cleaning frequency- 5 days per week-Monday through Friday

Entry hours- 5pm-6am

Buffalo Creek Park-Buildings A & B, 675 Old Mill Grove Road

Cleaning frequency- 6 days per week-Monday through Saturday

Entry hours- 10pm-7am

Paulus Park (Barn), 200 S Rand Road

Cleaning frequency- 7 days per week-Monday through Sunday

Entry hours- 9pm-6am

Paulus Park (Chalet), 160 S Rand Road

Cleaning frequency- 6 days per week-Monday through Saturday

Entry hours- 10pm-6am

Paulus Park (Concession Restrooms), 180 S Rand Road (Seasonal-May 1st thru October 31st)

Schedule subject to change as facilities/seasonal activities are weather dependent.

Cleaning frequency- 7 days per week-Monday through Sunday

Entry hours- 9pm-7am

Breezewald Park (Restrooms), 125 North Old Rand Road (Seasonal-May 1st thru October 31st)

Schedule subject to change as facilities/seasonal activities are weather dependent.

Cleaning frequency- 7 days per week-Monday through Sunday

Entry hours- 11pm-9am

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2023 Janitorial Services

Contact Information

Steve Paulus, Assistant Director of Public Works, or his designee, shall represent and act for the Village in all matters pertaining to the RFP documents, proposal, and contracts in conjunction hereto. He may be contacted Monday through Friday, from 7:00 am to 3:00 pm, at (847) 540-1751 or steve.paulus@lakezurich.org.

Mandatory Pre-proposal Meeting

All interested Contractors must attend this meeting and location tour on November 17, 2022, @ 8:00 am, starting at the Community Services Facility-505 Telser Road. The purpose of the tour is to familiarize themselves with the locations, and to pose questions or request additional information. Contractors are expected to familiarize themselves with the locations, scope and nature of the work and to clarify any terms or conditions of the work prior to making their proposal. The Village assumes no responsibility for any misunderstanding or representations concerning conditions made by its officers and employees prior to the execution of this contract, unless such understanding or representations made are specifically incorporated into the contract. No additional allowance will be granted because of lack of knowledge or such conditions.

Attendance at the Pre-Proposal Meeting is mandatory. Failure to attend the pre-proposal meeting and tour all locations can be grounds for proposal rejection.

RFP Submittal Requirements

Proposals will be rated on substantial compliance with the following items:

1. • Furnish information about and history of the company, the size of the organization, length of time the company has been in business, and mission statement. List the name of the owners and/or officers.
2. • List a minimum of four references on the attached form including any municipal facilities experience, and type of services provided starting from the most recent date. Provide an overview statement of how your company monitors work in progress and the reporting system used. Include examples of actual progress reports, and controls utilized on other contracts.
3. • List the average experience level of each person with the company for the last five years that would be assigned to work in the Municipal facilities. List the length of time they will be scheduled at each location during each service period. List any services that will be sub-contracted in order to meet the demands of the contract including, but not limited to all sub-contractor State licenses and insurance requirements.
4. • Provide a resume of the site supervisor with attention to their qualifications and past references. List the frequency and amount of time he/she will be on each site or otherwise engaged in monitoring service levels and staff performance.
5. • List all equipment types which shall be used to deliver services locations. The equipment list shall earmark power equipment which the contractor intends to store at each jobsite, as opposed to equipment that shall be removed from each jobsite between periods of use.

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Note: Only industrial type materials and equipment are to be used. All materials, power tools machines, and equipment necessary to perform the specified work is to be approved by the Village prior to use.

6. • Provide a written copy of your quality assurance plan.
7. • State if your company has, in the last five years, been involved in any litigation or arbitration with any past client.
8. • Provide a statement demonstrating that your company is qualified, sufficiently staffed, and capable to perform the required services. Please clarify if you will be utilizing existing staff or hiring new staff for these locations and if they will be full-time employees.
9. • Outline the frequency and type of training provided by your company to your staff inclusive of cleaning technology, regulatory compliance, bloodborne pathogens, and work safety.
10. • Outline any deviations or recommended enhancements to the requested scope of services listed and provide clear explanation of the benefits of doing so.
11. • Furnish monthly cost/fee for each facility for cleaning services rendered on the attached proposal page, including labor and materials for the three years of the contract. Provide a separate list of extra services offered, including cost. These extras should include window, carpet, and special floor cleaning, or any other services deemed appropriate.
12. • Before the deadline for Contractor, the Village reserves the right to issue changes or revisions to the RFP up to 7 calendar days submittals or to reissue this RFP altogether.

Competency of Contractor

The contractor shall provide satisfactory evidence of their ability to provide services specified. Evidence must be offered in writing and shall include, but not be limited to, the following information:

13. • A statement shall be made as to the number of years your company has conducted business within the State of Illinois.
14. • The Contractor will indicate the total number of workers that their company employs within the state of Illinois, and shall differentiate between the number of office support and administrative staff personnel and the number of custodial staff employed.
15. • The Contractor must state the total number of custodians who shall perform services at each facility specified under terms of this RFP. The Contractor must also indicate the approximate total number of man-hours to be expended delivering the called for services each day for each location.

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Contractor Workforce

Contractor agrees it will have at least one supervisor readily available by phone at all times that work is being performed or is to be performed under the contract, to communicate with the Village and address any work performance issues. Contractor will appropriately train all staff regarding equipment use and cleaning protocols. When at any Village work site, all Contractor employees will possess company photo IDs and wear Contractor uniforms/clothing with the company logo/name thereon. If any of Contractor's employees engage in any conduct that the Village determines to be problematic or objectionable, such person shall be prohibited from continuing to perform Village work.

Proposal Acceptance

The Village will review and assess each proposal to determine which, among other relevant factors, presents the best combination of pricing, reliability and past performance and is most responsive to the overall needs and operation of the Village of Lake Zurich. The Village reserves the right to reject any and all proposals.

Bonding Requirements

(A) Performance and payment bond 100% of annual total. All bonds must comply with all laws including, but not limited to 820 ILCS 130/4(c). The Contractor will provide both a Performance and Payment Bond each for 100% of the contract price with a minimum "A" rating as defined in Best's Key Rating Guide and be conditioned on the faithful performance of the requirements of the contract, and will have as surety a corporate surety authorized to act as such in Illinois and that the Contractor will be responsible for all claims for injuries to persons or damages to property or premises arising out of or in connection with his or her operations prior to the acceptance of the finished work or supplies, and that he or she will promptly make payments to all persons supplying them with labor or materials in the prosecution of the work provided for in the Contract; and will guarantee to indemnify and hold harmless the Village and its officers and employees for all costs, damages and expenses arising out of or by reason of the Contractor's failure to comply and perform the work and to complete the contract in accordance with the specifications.

(B) Failure on the part of the contractor to obtain and deliver a Performance Bond acceptable to the Village, within fifteen (15) calendar days from the date of Notice of Award of contract will be considered just cause for the annulment of the Award and the forfeiture of the Proposal security to the Village.

Assumption of Liability

The Contractor assumes liability for all injury to or death of any person or persons including employees of the Contractor, any sub-contractor, any supplier or any other person and assumes liability for all damage to property sustained by any person or persons occasioned by or in any way arising out of any work performed pursuant to the contract and these specifications.

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Insurance Requirements

Contractor shall provide, for the duration of the contract, insurance against claims for injuries to persons or property damage which may arise from or related to the performance of the work by the Contractor, his agents, representatives, employees, or subcontractors.

(a) The Contractor shall not commence work until the Contractor has obtained all insurance required in these documents. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which may arise out of or result from the Contractor's performance and furnishing of the work and the Contractor's other obligations under the contract documents, whether it is to be performed or furnished by the Contractor, by any Subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.

(b) Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, and financial size of at least Class 7 as listed in the most recent published A. M. Best's Insurance Guide.

(c) The Village shall be named as additional insured except for Workmen's Compensation insurance. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations performed by or on behalf on the Contractor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.

(d) As a minimum, the Contractor shall secure and maintain the types of insurance as specified, and shall submit evidence to the Village on an annual basis that the insurance coverages are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with the General Conditions and Instruction to Bidders. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.

(e) The Contractor shall include original with the RFP, copies of the Certificates of Insurance with the coverages and limits specified.

(f) Insurance Certificates and Policies delivered to the Village shall recite that 30 days prior written notice will be given to the Village by certified mail, return receipt required, or by verified personal delivery, before any policy is materially changed, canceled, or not renewed.

(g) The Contractor shall include all subcontractors as a covered insured party under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Workman's Compensation and Employment Liability

The insurance shall protect the Contractor against all claims under applicable State or Federal Worker's Compensation Laws. The Contractor shall also be protected against claims for injury, disease or death of employees which for any reason may not fall within the provisions of the Worker's Compensation Law. The policy shall include "broad form all states" endorsement coverage extended to cover all states except the monopolistic fund states.

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The liability limits shall not be less than:

Type of Insurance	Statutory
Employer Liability Coverage	\$1,000,000 per occurrence

Business Auto Liability

The insurance shall be written in automobile liability form and shall protect the Contractor against all claims for injuries to persons and damages to property arising from the ownership, maintenance or use of any motor vehicles and shall cover operation on or off the site of all motor vehicles, whether they are owned, non-owned or hired.

The liability limits shall not be less than:

Type of Insurance	Occurrence
Bodily Injury	\$1,000,000
Property Damage	\$1,000,000

Commercial, General Liability, Including Premises and Operation, Contractual, Personal Injury, Product Liability, Completed Operations, and Broad Form Property Coverages

(a) This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or Subcontractors. **The Contractors General Aggregate shall apply on a per Project basis.** The Broad Form General Liability Endorsement shall be included.

(b) In addition, this policy shall contain a Contractual Liability Endorsement covering any Contractual Liability assumed in the Contract and all changes and modifications thereto, whether in writing or oral.

(c) The scope of the coverage shall also include the Personal Injury Hazards including "a", "b", and "c". "a" includes false arrest, malicious prosecution, and willful detention or imprisonment. "b" includes libel, slander, and defamation of character. "c" includes wrongful eviction, invasion of privacy, and wrongful entry. Fellow Employee exclusion shall be removed.

(d) The Policy shall also include Broad Form Property Damage Protection.

(e) The Contractor shall include all the Contractor's employees as additional insured's under the policy.

(f) Commercial General Liability Coverage shall contain no exclusions for explosion, collapse or underground work (X, C, U).

(g) The liability limits shall not be less than:

Type of Insurance	Occurrence	Aggregate
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Personal Injury Liability	BFGL aggregate	

(h) The Contractor may furnish coverage for bodily injury and property damage for Business Auto Liability and Commercial General Liability through the use of a combined limit as indicated above or through separate single limits acceptable to the Village.

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Umbrella Excess Liability

Special coverage shall be \$2,000,000 over primary insurance.

All underlying coverage needs to be included in the Umbrella or Excess Liability policy. Any exclusions or exceptions must be noted on the certificate of insurance.

Deductibles and Self-Insurance

Any deductible amounts/requirements or any self-insured retention amounts of any of Contractor's policies or insurance must be disclosed to and approved by the Village in order to meet the insurance requirements herein. At the Village's direction, the Contractor's insurer must either reduce or eliminate the deductible or self-insured retention or Contractor must provide an appropriate bond securing payment of losses and related investigation, claim administration, and defense expenses of the Village.

Indemnity Hold Harmless Agreement

To the fullest extent permitted by law, the Contractor hereby agrees to defend, indemnify and hold harmless the Village of Lake Zurich, its Board of Trustees, officers, agents and employees from any and all liability, losses or damages the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature in any way resulting from or arising out of any action on the part of the Contractor or any Subcontractor. The Contractor shall, at its own expense; appear, defend and pay all charges of attorneys and all costs and other expenses arising therefore or incurred in connections therewith, and, if any judgment shall be rendered against the Village of Lake Zurich, its Board of Trustees, officers, agents and employees, in any such action, the contractor shall, at its own expense, satisfy and discharge the same. This indemnification does not apply to liability caused by the Village's own negligence, provided this does not serve to waive or adversely impact any of the Village's available protections or immunities under Illinois common or statutory law.

Execution of Contract

The successful contractor shall, within 15 calendar days of the mailing of written notice of selection as the successful contractor, enter into contract with the Village on forms as included within the proposal documents for the performance of work awarded the contractor and shall simultaneously provide the appropriate bonds, indemnities, and insurance required hereunder. The successful contractor shall also list all traditional cleaning products; provide copies of Safety Data Sheets (SDS) for all cleaning products used and maintain an SDS directory, and detail cleaning methods to be used in the listed facilities.

The contractual agreement between Contractor and the Village shall include the provisions of this "Contract Documents and Specifications for Janitorial Services at Village Facilities" and the contract to be entered into with the Village.

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Contract Period

The services referenced within this RFP shall commence February 1, 2023 and the contract period shall terminate on December 31, 2025, with options to renew an annual yearly contract for three additional years solely at the Village's discretion.

Prices throughout the initial term of the contract shall remain firm/fixed. For subsequent terms, requests for increases of monthly pricing shall be limited to two percent (2%). Written requests for price revisions after the initial term shall be submitted sixty (60) days in advance.

- Put 2% monthly increase (Accelerator)

Contract Adjustments

With at least 30 days' prior written notice, the Village reserves the right to adjust the quantities of work to be accomplished, either up or down, provided that no new location or site will be added to the contract without the prior, written agreement of Contractor. Payment will be consistent with the established pricing and wages existing under the contract.

Examination of Documents and Location

The custodial services Contractors shall completely familiarize themselves with the documents and job location referenced within this RFP. The Contractor shall take whatever steps are necessary to thoroughly investigate the scope of work, facility and/or services to be furnished in accordance with this proposal. No plea of ignorance by the Contractors regarding conditions that exist or may hereafter exist as a result of failure or omission on the part of the Contractors to make the necessary examinations will be accepted as a basis for varying the requirements of the Village of the compensation paid to the Contractor.

Advertising

In addition, the successful Contractor is specifically denied the right of using, in any form or medium, the name of the Village for public advertising unless express permission is granted by the Village.

Security, Safety, and Access

The Contractor will supply the Village with the necessary information for the Lake Zurich Police Department to run a security and background check on all personnel assigned to work as a result of contract(s). Any changes in personnel will be immediately forwarded to the Village and shall not take effect until background checks have been completed. The Village shall hold the option to require that Contractor's employees submit to having a check of their fingerprints made. All employees must be covered by a blanket fidelity bond, a copy of which must be given to the Village. Employees must be at least 18 years of age.

Any employee who has a criminal record, fails the background check, or in the Village's sole discretion poses a risk to the Village, as indicated by security check or other means, shall not be placed for these services or will be replaced upon request of the Village.

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All Contractor employees are responsible for consistently following routine safety practices. They shall not place mops, brooms, or equipment in traffic aisles or other locations in such a manner as to create a hazard. Warning signs will be placed on wet or freshly waxed floors as needed.

All Contractor supplies, equipment, and machinery will be kept out of traffic aisles or other areas where they might be hazardous, and will be secured, at the end of each work period, in storage areas provided for this purpose.

Cloths, mops, or brushes containing residues of wax or other combustible material and subject to spontaneous ignition will be discarded nightly. All dirt and debris resulting from work under this contract will be disposed of daily. Other debris will be deposited into designated refuse collection containers.

Equipment and storage areas will be kept orderly and clean. Storage areas will be kept free of hazardous materials of a combustible nature. Removal of empty containers will be performed on a nightly basis.

Employees of the Village may inspect the buildings at any time. Occasionally, Village employees may engage in work within sections of the buildings while a custodial crew is performing specified work. Village employees will not interfere with custodial tasks.

The Contractor will ensure that lights are on only in areas where cleaning is in progress. All windows and doors shall be secured at all times (No Exceptions). When crews are working in a Department at Village Hall, the main door leading to hallways shall remain closed at all times.

At times, specific meetings may occur that delay cleaning activities. The Contractor will consult the meeting schedule on the Village website for up to date meeting schedule.

Custodial Service Representatives

Cleaning personnel shall be neat and clean in appearance, and exhibit proper personal hygiene while on Village premises.

The services of not less than one working supervisor (fluent in the English language) experienced in all custodial services to be provided shall be on the job nightly. The Contractor supervisor is responsible for the instruction and training of personnel in the proper work methods and procedures. The supervisor will schedule and coordinate all services and functions as required by the Contract and as called for in the specifications. The supervisor shall have a cell phone on at all times for immediate contact.

The Contractor and/or his designated supervisor, or others within the company, will be available weekly for reviews, complaints, etc. All areas receiving complaints will be rectified within one scheduled workday. The Contractor must supply a phone number for the purpose of registering complaints or special requests.

Contract Termination

Notwithstanding any other rights of cancellation or notice contained hereinbelow accruing either to the Contractor or to the Village, either party to this contract shall have the right of cancellation, with or without cause, by serving

Village of Lake Zurich
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notice on the other party, by certified mail, return receipt requested, of such intent to cancel this entire contract at least 30 days prior to any such proposed cancellation date, such cancellation to be without recourse except for any sums owing to either party at the time of cancellation. The Contractor shall continue to faithfully perform all required work until the date of cancellation of the contract unless otherwise directed by the Director of Public Works.

Should Contractor commit any breach of the contract that constitutes a threat to public health or safety, the Village reserves the right to terminate the contract immediately. For other failure to complete the duties required under the contract, or for any violations of the contract, the Village agrees to provide a written notice to Contractor setting forth the failure(s) and allowing Contractor to remedy the failure or violation within 5 calendar days. Any repeated or multiple failures to complete the duties required by the contract, or for violations of the contract, whether for similar or differing issues, shall constitute the basis for immediate termination of the contract.

Should the Village find it necessary to employ additional or supplemental services to address performance issues under the contract that are not remedied by Contractor shall be responsible to the Village for any additional costs for such substitute services. The contractor shall remain responsible for the performance of the contract for all other services under the contract.

Legal Authority

The Director of Public Works or his designee, shall constitute the Village authority relative to the interpretation of any of the sections comprising this RFP.

Fair Employment Practices

In addition to all other labor requirements set forth in this document, the Contractor for himself/herself, his/her assignees, and successors in interest agree as follows:

- **Compliance with All Laws:** All work under the contract must be executed in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations.
- **Selection of Labor:** The Contractor shall comply with all Illinois and Federal statutes pertaining to the selection of labor.
- **Other Requirements:** The Contractor shall determine the number of work-hours and supervisory hours necessary to provide the service specified and shall include the cost of equipment, materials and all other items necessary to provide the specified service and include the sum total of these things in the monthly proposal price for each location. When the Contractor tenders a proposal for the services outlined within the requirements for this RFP, the Contractor agrees to enter into the Village's prepared agreement for said service contract, which is contained therein. The Contractor's proposal constitutes their total adherence to all terms and conditions in complete accordance with the entire RFP document package, without exception.

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- **Extras to Contract:** Present the Village with extra cost to: wash interior and exterior building windows at each location; and clean/strip and re-wax flooring at each location: bio-hazard clean up.
- **Deviation:** Any and all deviations from the Village's specifications for this proposal must be fully noted and explained by interested firms. The Village also must acknowledge the acceptance of all tendered proposal deviations prior to said deviations becoming allowable under the terms of the contract.
- **Tools and Equipment Requirements:** The Contractor shall furnish the tools and equipment necessary for the proper performance of the custodial services. Tools and equipment include, but are not limited to, brooms, brushes, dust cloths, wet and dry mops, sponges, squeegees, mop buckets and wringers, portable trash containers, floor tools and buffers, and vacuum cleaners. All vacuum machines shall contain HEPA filters.

In support of this contract, the Village will supply the following at no cost to the contract:

All paper products including toilet paper, paper towels and garbage can liners.

All liquid soaps and creams used in hand dispensers.

Locations for storage of contractor's equipment and supplies.

Cleaning Standards and Workmanship

This article describes the various tasks and frequency of accomplishment which is required under the terms of this contract. The described tasks indicate the minimum amount of work which must be accomplished to maintain the premises in an acceptable condition. In extremely high traffic areas, it may become necessary to accomplish some of the tasks on a more frequent basis.

Meetings

Contractor shall meet with the Director of Public Works or his designee(s), after entry into a contract with the Village but before starting work to review work details, provide employee and supervision contact information and to discuss the commencement and conduct of the work pursuant to these specifications and the contract. Contractor also agrees to meet with the Director of Public Works or his designee(s), at the Director's request, to discuss work performance matters.

Detailed Scope of Services

These are the tasks and approximate completion frequency required. Following commencement of the contract, Contractor may find that it may be necessary to do some of the tasks on a more or less frequent basis to achieve the results of the cleaning standards. The tasks and frequencies are general estimates. This

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task schedule shall not limit Contractor's responsibility to maintain facility to a proper level of cleanliness level by service consistent with these standards.

Tasks to be Accomplished Daily (Per Site Task List will be provided)

• **General Housekeeping**

- Gather all waste and liners, insert new liners, and remove waste to proper disposal area. Nothing shall be removed from desks and/or tables unless specifically marked to be thrown out. Spot clean any adjacent walls to remove stains.
- Dust exposed area of desks, tables, counter tops, file cabinets, bookcases and shelves, and any other office equipment such as TVs.
- Spray and wipe clean of fingerprints and beverage rings, working area of desks, tables, file cabinets, chairs, etc. Papers on these surfaces will not be disturbed.
- Clean and sanitize drinking fountains.
- Clean and sanitize door handle/levers/push pads.
- Clean and sanitize handrails in all stairways.
- Spot clean all entrance glass in all doors (Special attention to be paid to glassed areas in the Main Entrances at all buildings).
- Spot clean interior door glass and glass partitions.
- Spot clean interior of elevators. Clean and sanitize push buttons.
- Vacuum door track of elevator doors using proper crevice tool.
- Thoroughly clean tops of all conference room tables. Remove all fingerprints with cleaner appropriate for surface.
- Spot clean the interior of prisoner cells when they are unoccupied.
- Spot clean break room counter(s) clean and free from "cooked on" food

• **Washrooms, Sinks, Fixtures**

- Clean, sanitize and polish all counter tops and vitreous fixtures including toilet bowls, urinals and hand basins, free from stains and rings, and associated faucets, fittings, handles, push buttons, etc. using appropriate cleaners for materials being cleaned.

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- Clean all chrome fittings.
- Clean and sanitize toilet seats (both sides) and all counter areas.
- Clean mirrors.
- Empty all containers and insert liners.
- Damp clean exterior of waste containers.
- Dust tops of metal partitions.
- Spot clean metal partition doors.
- Spot clean walls around sinks and walls around and under towel cabinets, urinals, and stalls.
- Clean and refill all dispensers. Report any malfunctioning units.
- Showers - men's and women's - spot clean chrome fittings and floors with quaternary disinfectant appropriate for surface. Spray down shower curtains with appropriate disinfectant.
- Clean urinal screens, replace urinal deodorizers and room deodorizers, as needed.
- Restrooms free of objectionable odors.
- **Floor Care (Resilient and Hard)**
 - Dust mop with treated mop or vacuum all hard floor surfaces including stairways and elevators.
 - Totally damp mop all hard floor surfaces and stairways (mats to be picked up. Change water frequently to maintain a non-hazy film over dried floors.
 - Totally mop all entrance floors (mats to be picked up).
 - Detergent mop and rinse all washroom floors and locker room floors.
 - All mop buckets must contain salt neutralizer during the winter months in order to prevent hazing.
 - Spray buff floors where needed (Bi-Annually).
 - Temporary signs shall be placed in appropriate areas while Village staff are present denoting any "wet floor".

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- **Floor Care (Carpets)**

- Remove floor mats during resilient and hard floor care. Replace and vacuum when floor care tasks are complete.
- Remove any spots with cleaner as needed (per manufacturer's specifications).
- Vacuum all open carpeted areas - open areas are those areas that can be reached with an upright vacuum or 12" wand type vacuum without moving objects except chairs (includes elevator and elevator guide tracks), including, but not limited to, corners, under furniture and behind doors.
- Vacuum to maintain a dirt-free appearance.

- **Tasks to be Accomplished Weekly**

- **General Housekeeping**

- Clean and sanitize all telephones.
- Low dust all horizontal surfaces to hand height (70").
- Dust all common area sills and unobstructed horizontal surfaces including sills, ledges, moldings, picture frames, wall hangings, and radiators (including washrooms and lunchrooms).
- Dust tops of all office divider partitions.
- Dust all vertical and horizontal blinds.
- Clean and polish all railings and the interior and exterior of elevators with approved cleaner.
- Totally clean all entrance (exterior) door glass (transom areas not included).
- Totally clean all glass in entry ways to offices and hallways.
- Remove fingerprints from doors, moldings and from around light switch plates (including washrooms and lunchrooms).

Tasks to be Accomplished Monthly

- **General Housekeeping**

- High dust above hand height all horizontal surfaces (moldings, ledges, pipes, ducts, heating outlets, picture frames, wall hangings, etc.), including washrooms and lunchrooms.
- Vacuum dust from all window blinds.

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- Vacuum or dust diffuser outlets, walls and ceiling for cobwebs.
- Dust tops of lockers.
- Vacuum all upholstered chairs and furniture.
- Dust exterior of all lighting fixtures and diffusers.
- Clean all non-upholstery chairs with cleaner appropriate for material.

Washrooms, Sinks and Fixtures

- Scour clean all drinking fountains, sinks, and fixtures, using appropriate cleaners for materials being cleaned
-

Bio-Hazard Cleaning

At times, the Village may need to call for specialized Bio-Hazard services. These Bio-Hazards are any human bodily fluid such as blood borne pathogens, vomit, excrement, and any other bodily fluid that require special cleanup. This service will be provided as need for an extra per hour charge.

Performance and Payment

The Contractor shall faithfully perform all work as set forth in these specifications. If the Contractor fails to faithfully perform in accordance with the specifications or if a dispute arises as to the quality and/or quantity of work completed, the Director of Public Works reserves the right to withhold authorization for payment of completed work until such time that performance has been improved or the dispute resolved. In those instances when a dispute cannot be resolved between the Contractor and the Director of Public Works, the dispute shall be resolved by the Village Manager whose decision shall be final.

Scheduled Completion of Work

The Contractor shall perform the work in accordance with the schedules submitted to and approved by the Director of Public Works. The schedule will indicate the day or date by which the scheduled task will be completed.

Acceptance of Completed Work

All deviations and discrepancies noted will be brought to the attention of the Contractor. To the extent possible, all discrepancies and unacceptable work will be corrected on the following working day. When all noted discrepancies and unacceptable work have been corrected, the completed work shall be considered acceptable for payment unless similar discrepancies occur on a repeating basis. Failure to correct discrepancies shall result in non-payment for the work.

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Work Completion

The Contractor understands that time is of the essence regarding all scheduled times for work completion. For those periods that Contractor fails to timely complete work within the requisite timeline, or such timeline as may be extended by the Village, the Contractor agrees to be liable for, and the Village reserves the right, to the amount of Two Hundred Fifty dollars (\$250.00), as liquidated damages, for any day that Contractor fails to perform its designated responsibilities pursuant to these specifications and the contract with the Village. This liquidated damage amount owed the Village may be deducted by the Village from any payments otherwise owed to the Contractor. The Village and Contractor agree that this liquidated damage amount reasonably represents the minimum damage the Village will sustain for any day that work is not performed or delayed.

Inspections

The Village may conduct inspections to assess Contractor's performance and compliance with the contract requirements, work specifications and cleaning standards, as it deems proper. Performance concerns will be shared with Contractor's designated supervisor and the concerns will be formally inspected jointly by the Village representative, and the Contractor's designated supervisor, if requested by the Village. Contractor agrees to address any deficiencies within three hours, or become subject to a \$50 fine per occurrence. The three-hour grace period may be extended by the Director of Public Works or designee.

Taxes

The Village is tax exempt. All taxes should be excluded from this proposal.

Payment

The Village shall issue monthly payments for services, based upon contract confirming service delivery, within 30 days of the receipt of invoice. Incomplete work shall result in appropriate deduction from pay

Laws, Permits, and Regulations

- (a) The contractor shall at all times comply with all federal, state and local laws, regulations, and ordinances. Any complaint, claim or action brought against the contractor for failing to observe or comply with any law, ordinance, or regulation shall be the sole responsibility of the contractor and shall in no way extend to or expose the Village to liability. The contractor shall indemnify and hold harmless the Village from any and all such complaints, claims or actions. In addition, the contractor agrees to comply with all applicable statutes regarding prevailing wage laws.
- (b) Unless otherwise provided in the contract documents, the contractor shall secure and pay for the construction permit and all other permits and governmental fees, licenses, and inspections necessary for the proper execution and completion of the work.
- (c) If the contractor performs any work knowing it violates any laws, ordinances, rules and regulations, the contractor shall assume full responsibility and shall bear all attributable costs.
- (d) All work done under the contract shall be done to the satisfaction of the Village. The Village will determine the amount of completed work which is to be paid for under the contract. The Village will decide all questions that may arise regarding the measurements of quantities and fulfillment of this contract, and will determine all

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questions concerning the true intent or meaning of the plans and specifications. This determination and decision will be final.

(e) The contractor and all subcontractors shall be licensed with the Village of Lake Zurich and the State of Illinois where applicable and shall provide indemnity bonds as may be required by the Village Code.

Employment Preference

The contractor shall comply with "AN ACT to give preference to the veterans of the United States military and naval service in appointments and employment upon public works, by, or for the use of, the State or its political subdivisions, passed by the 59th General Assembly and approved on June 12, 1935, "(330 ILCS 55/1)".

Illinois Human Rights Act

The contractor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, et seq including, but not limited to establishment of sexual harassment policies and program.

SEXUAL HARASSMENT CERTIFICATE

Contractor hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information: 1. An acknowledgment of the illegality of sexual harassment. 2. The definition of sexual harassment under State law. 3. A description of sexual harassment, utilizing examples. 4. The contractor's internal complaint process including penalties. 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission. 6. Directions on how to contact the Department of the Commission. 7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act. A contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

By: _____

Authorized Agent of Contractor

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

Equal Employment Opportunity

During the performance of this contract the contractor agrees as follows:

(a) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex national origin or ancestry and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(b) That if it hires additional employees in order to perform this contract or any portion hereof it will determine the availability (in accordance with the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonably recruit and it will hire

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for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(c) That in all solicitations or advertisements for employees placed by it or on its behalf it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.

(d) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations there under.

(e) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public contracts. Furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(f) That it will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Illinois Fair Employment Practices Commission for purposes of investigation to ascertain compliance with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts.

(g) That it will include verbatim or by reference the provisions of paragraphs 1 through 7 of this clause in every performance subcontract as defined in Section 2.10(b) of the Commission's Rules and Regulations for Public Contracts. So that such provision will be binding upon every such subcontractor and that it will also include the provisions of paragraphs 1, 5, 6 and 7. In every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract. The contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors: and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be non-responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(h) The Village of Lake Zurich does not discriminate on the basis of handicapped status in admission or access to, or treatment or employment in its programs and activities.

The Americans with Disabilities Act (42USC121-1ET SEQ.)

This Act and its accompanying regulations (28 CFR 35.130) prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. As a condition of receiving this contract, the contractor certifies by signing the bid proposal form, that any services, programs and activities provided under this contract are now and will continue to be in compliance with the Americans with Disabilities Act.

Village of Lake Zurich
2023 Janitorial Services

Submittal of Proposals

All proposals must be submitted to the Village of Lake Zurich Public Works Department no later than 11:00 A.M. on December 15, 2022.

Submissions by Mail:

**Village of Lake Zurich, Department of Public Works
Attention: Steve Paulus, Assistant Director of Public Works,
505 Telser Rd.
Lake Zurich, IL 60047**

In Person Submissions:

**Village of Lake Zurich
Attention: Steve Paulus, Assistant Director of Public Works
505 Telser Rd.
Lake Zurich, IL 60047**

Proposals must be signed by an authorized official of the organization submitting such proposal.

The Village reserves the right to review proposals and execute contracts based on the Contractor's ability, thoroughness of the proposal, and cost. The proposal may not be evaluated solely on the basis of cost.

The Village reserves the right to reject any and all proposals. All proposals will be analyzed for completeness and effectiveness. The Village may seek additional information regarding proposals during the review process.

Inquires

Any inquiries regarding this RFP must be received by 11:00A.M. on December 13, 2022.

Steve Paulus, Assistant Director of Public Works, steve.paulus@lakezurich.org, 847-540-1751

Should it be necessary to revise any portion of this RFP after it has been released, an addendum will be provided to each Contractor that the RFP was originally provided

Proposal

After becoming familiar with the general conditions, special conditions, specifications and addenda attached hereto, the undersigned offers the following prices including all supervision, labor, materials and equipment for providing cleaning and custodial services at the locations described below:

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Location	Supervisors/Employees/Hours Required	Cost Per Month
Village Hall	Mike + Sherrri / Keffle / 3.5 hrs / Supplies	\$ # 1,319. ⁶²
Police Department	Mike + Sherrri / Sherrri / 4 hrs / Supplies	\$ # 2,763. ⁶⁸
Community Services	Mike + Sherrri / Mayya / 4 hrs / Supplies	\$ # 1,633. ⁵⁵
Buffalo Creek	Mike + Sherrri / Kyle / 3.5 hrs / Supplies	\$ # 2,110. ²⁶
Paulus Park Barn	Mike + Sherrri / Mayya / 3 hrs / Supplies	\$ # 1,947. ⁴⁷
Paulus Park Chalet	Mike + Sherrri / Sherrri / 2 hrs / Supplies	\$ # 880. ¹³
Paulus Concession	Mike + Sherrri / AL / 2.5 hrs / Supplies	\$ # 1,727. ⁷²
Breezewald Park	Mike + Sherrri / AL / 2 hrs / Supplies	\$ # 848. ⁷⁵

Full Time Supervisors: Bob, Mike, Sherrri. **TOTAL MONTHLY COST** \$ # 13,132.¹⁶ *Summer*
\$ 10,554.⁷¹ *winter*

Attached to this proposal is a bid proposal guarantee in the form of a cashier's check, certified check, or bid bond in the amount equal to 10% of the total annual cost. It is hereby agreed that should a contract be awarded for the work contemplated under this proposal, and I (we) fail or refuse to execute a contract for said work or to provide the required service, this bid proposal security in the amount stipulated above, shall be forfeited and may be retained by the Village of Lake Zurich as liquidated damages and not as a penalty.

The undersigned hereby certifies that the contractor is not barred from proposing a bid as a result of a conviction for violation of state laws prohibiting bid rigging or bid rotating or any similar offense of any state of the United States.

The above proposal is submitted this 11th day of January, 2022. 2023

Company Name EMCEE Building Services
 Address 4765 Barreville Rd. Crystal Lake IL 60012
 Signature Mike Ceramusa: [Signature]
 Title Vice President / Account Manager
 Telephone 847-721-7724

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Facility: Village Hall 70 E. Main St, Lake Zurich, IL 60047

All areas 5 days per week-Cleaning Hours: 5pm-7am- Please Note: Schedule is subject to change due to Public Meeting Events. Staff will provide Monthly Event Calendar.

- Vacuum all carpeting and mats, including elevator.
- Empty trash/recyclables and disinfect receptacles.
- Dust window sills and window treatment.
- Clean and disinfect microwaves interiors.
- Dust large office equipment.
- Sanitize all door handles/telephones.
- Clean all glass doors.
- Clean and polish mirrors.
- Clean and disinfect all bathroom dispensers and receptacles.
- Refill all dispensers as needed.
- Clean and disinfect in & around all toilets/urinals.
- Wipe and disinfect all sinks.
- Clean and dust all partitions and frames.
- Remove cobwebs from floor to ceiling.
- Damp mop all hard surface floors (removing floor mats).
- Dust all HVAC registers and returns.
- Dust and clean desk tops.
- Vacuum all carpeting and mats.
- Clean lunch room tables and chairs.
- Spray buff floors (bi-annually).

Facility: Community Services, 505 Telser Rd.

All areas 5 days per week-Cleaning Hours: 5pm-6am

- Vacuum all carpeting and mats, including elevator.
- Empty trash/recyclables and disinfect receptacles.
- Dust window sills and window treatment.
- Clean and disinfect microwaves interiors.
- Dust large office equipment.
- Sanitize all door handles/telephones.
- Clean and polish mirrors.
- Clean all glass doors.
- Clean and disinfect all bathroom dispensers and receptacles.
- Refill all dispensers as needed.
- Clean and disinfect in & around all toilets/urinals.
- Wipe and disinfect all sinks.
- Clean and dust all partitions and frames.
- Remove cobwebs from floor to ceiling.

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- Damp mop all hard surface floors (removing floor mats).
- Dust all HVAC registers and returns.
- Dust and clean desk tops.
- Vacuum all carpeting and mats.
- Clean lunch room tables and chairs.

Facility: Police Department, 200 Mohawk Trail

Cleaning Hours: 5pm-10pm OR 12am-6am

Areas: Entire Building excluding Administrative Area

Frequency: 6 days per week, Monday-Saturday. - Please Note: Schedule is subject to change due to Public

Meeting Events. Staff will provide Monthly Event Calendar.

Areas 1 day per week: Media Room; Fitness Room; Bond Posting; Gun Range Work Area; Soft Room and Interview Room.

- Vacuum all carpeting and mats, including elevator.
- Empty trash/recyclables and disinfect receptacles.
- Dust window sills and window treatment.
- Clean and disinfect microwaves interiors.
- Dust large office equipment.
- Sanitize all door handles/telephones.
- Clean all glass doors as.
- Clean and polish mirrors.
- Clean and disinfect all bathroom dispensers and receptacles.
- Refill all dispensers as needed.
- Clean and disinfect in & around all toilets/urinals.
- Wipe and disinfect all sinks.
- Clean and dust all partitions and frames.
- Remove cobwebs from floor to ceiling.
- Damp mop all hard surfaces floors (removing floor mats).
- Dust all HVAC registers and returns.
- Dust and clean desk tops.
- Vacuum all carpeting and mats.
- Clean lunch room tables and chairs.
- Spray buff floors (bi-annually).

Booking, Detention and Jail Cell Area (twice a week, Mondays and Thursdays)

- Stock towels (c-fold and/or roll towels) and hand soap.
- Stock Toilet paper in cabinet below sink.
- Empty trash receptacle, trash to be placed in trash bin behind building, replace liner.
- Wipe Down the three booking stations and the two interview rooms.
- Wipe trash receptacle and cabinets/counters.

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- Sanitize all telephones.
- Toilets and urinals to be cleaned and sanitized inside and outside, per instructions below.
- Wipe and disinfect all sinks, per instructions below.
- Wipe splash marks around basins as needed.
- Wet mop and rinse floors, disinfect.
- Clean and disinfect shower, per the instructions below.
- Spray buff floors (bi-annually).

Cleaning Instructions for Booking, Detention and Jail Cell area:

- Routine cleaning, to remove residue from the stainless-steel fixtures should be done weekly.
- Clean with ordinary soap and water.
- Apply with a cloth sponge.
- Rinse thoroughly and wipe dry.
- Apply a thin film of stainless-steel cleaner and wipe dry.
- For tougher stain, residue and deposits.
Use a Scotch-Brite™ scouring pad along with a stainless-steel cleaner to remove tough stains, residues and deposits.
- Damp wipe lockers as needed.
- Wipe and disinfect cells, booking area shower, bathroom with 10% bleach solution (monthly as needed).
- Cells to be disinfected as directed, requires call or email for notification).
- Rinse thoroughly and wipe dry.
- Apply a thin film of stainless-steel cleaner and wipe dry.
- Never allow bleach to stand in the toilet bowl. This is a practice used to disinfect toilet bowls and if left standing, where there the activity is limited. The bleach will attack the stainless-steel welds, which results in leaks and damage to the fixture. Bleach should be the last item you use on these fixtures.

Facility: Buffalo Creek A & B, 675 Old Mill Grove Road

Cleaning Hours: 10pm-7am Monday thru Saturday

- Empty trash/recyclables and disinfect cans.
- Vacuum all carpeting/mats.
- Clean and sanitize all water fountains.
- Damp wipe horizontal surfaces.
- Sanitize all telephones.
- Damp mop all hard surface floors (removing floor mats).
- Wash glass windows, sills and doors.
- Inspect entrance stoop for debris.
- Sanitize all door handles.
- Remove cobwebs from floor to ceiling.
- Dust all HVAC registers and returns.

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- Wipe and disinfect all sinks.
- Dust all vertical and horizontal surfaces including cubbies, files, tables, and all furnishings.
- Clean and disinfect microwave interiors.
- Clean exterior of refrigerators.
- Clean and disinfect napkin receptacles.
- Clean and disinfect toilet paper roll/towel dispenser/soap dispensers, Refill as needed.
- Clean and polish mirrors.
- Clean and disinfect all toilets and urinals.
- Spot clean kick plates.
- Sweep then we mop and rinse restroom floors.
- Spray buff floors (bi-annually).

Facility: Paulus Park Barn, 200 S. Rand Road

Cleaning Hours: 9pm-6pm

Main level: Main Area, kitchen, and bathrooms 7 days per week

Lower level: Main Area Monday thru Friday

- Dust and clean desk tops.
 - Vacuum all carpeting and mats.
 - Empty trash/recyclables and disinfect receptacles.
 - Dust window, sills, and window treatments.
 - Clean and disinfect microwave interiors.
 - Dust large office equipment.
 - Sanitize all door handles and telephones.
 - Clean and disinfect all napkin dispensers.
 - Clean all glass doors.
 - Clean and polish mirrors.
 - Clean and disinfect all bathroom dispensers.
-
- Refill all dispensers as needed.
 - Clean and disinfect all toilets and urinals.
 - Wipe and disinfect all sinks.
 - Clean and dust all partitions and frames.
 - Remove cobwebs from floor to ceiling.
 - Damp mop all hard surface floors (removing floor mats).
 - Dust all HVAC registers and returns.
 - Dust all horizontal and vertical surfaces including cubbies, files, window sills, tables, and all furnishings.
 - Clean and disinfect microwaves inside and out.
 - Clean exterior of refrigerators.

Facility: Chalet, 160 S Rand Road

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Cleaning Hours: 10pm-6am Monday thru Friday

- Empty trash/recyclables and disinfect receptacles.
- Vacuum all carpeting and mats.
- Damp wipe all horizontal and vertical surfaces.
- Sanitize all door handles and telephones.
- Dust window, sills, and window treatments.
- Clean and polish mirrors.
- Clean and disinfect all bathroom dispensers.
- Refill all dispensers as needed.
- Clean and disinfect all toilets and urinals.
- Wipe and disinfect all sinks.
- Clean and dust all partitions and frames.
- Remove cobwebs from floor to ceiling.
- Damp mop all hard surfaces.
- Dust all HVAC registers and returns.
- Dust all horizontal and vertical surfaces including cubbies, files, window sills, tables, and all furnishings.
- Clean and disinfect microwaves inside and out.
- Clean exterior of refrigerators.
- Spray buff floors (bi-annually).

Facility: Paulus Park Concession Restrooms, 180 S Rand Road

Cleaning Hours: 9pm-7am 7 days per week

Seasonal: May 1st thru October 31st

- To be performed 7 times per week (May1-October 31).
- Empty sanitary napkin receptacles and damp wipe and disinfectant.
- Empty trash, recyclables, and disinfect receptacles.
- Clean and polish mirrors.
- Clean and disinfect toilet paper/soap dispensers. Refill as needed.
- Toilets and urinals to be cleaned and disinfected inside and outside.
- Wipe and disinfect all sinks.
- Clean and dust all partitions, windows/frames, tops of mirrors.
- Remove cobwebs from floor to ceiling.
- Clean and disinfect showers.
- Damp mop hard surface floors.
- Dust all HVAC registers and returns.

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Facility: Breezewald Park Restrooms, 125 North Old Rand Road

11pm-9am 7 days per week

Seasonal: May 1st thru October 31st

- Empty sanitary napkin receptacles and damp wipe and disinfectant.
- Empty trash, recyclables, and disinfect receptacles.
- Clean and polish mirrors.
- Clean and disinfect toilet paper/soap dispensers. Refill as needed. (Product provided by Village)
- Toilets and urinals to be cleaned and disinfected inside and outside.
- Wipe and disinfect all sinks.
- Clean and dust all partitions, windows/frames, tops of mirrors.
- Remove cobwebs from floor to ceiling.
- Damp mop hard surface floors.
- Dust all HVAC registers and returns.

Contractual Janitorial Services-Group A Extras to Contract

After becoming familiar with the general conditions, special conditions, specifications and addenda attached hereto, the undersigned offers the following prices including all supervision, labor, materials and equipment for providing cleaning and custodial services at the locations described below:

Work Extras for Strip and Re-wax Flooring

Village Hall	\$ 2,500.00
Police Department	\$ 2,900.00
Buffalo Creek	\$ 1,500.00
Paulus Park Chalet	\$ 1,200.00

Work Extras for All Locations

Emergency Bio-Hazard Cleanup: Any cell containing human bodily fluid such as blood borne pathogens, vomit, excrement, or any other bodily fluid	\$ 150 /hour
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Work Extras for Window Cleaning Inside/Outside

Village Hall	\$ 1,000.00
Police Department	\$ 1,400.00

Village of Lake Zurich
2023 Janitorial Services

Public Works	\$ 1,500.00
Paulus Park/Paulus Park Chalet / Buffalo Creek	\$ 2000.00

References

List below the names of customers/clients where similar types of work have been completed within the last three years:

Name of Company ElectriFlex
 Address 222 W. Central Ave Roselle, IL
 Person in Charge Jay Kinander - CEO
 Telephone 800-323-6174

Name of Company LED LLC
 Address 188 S. Northwest Hwy Cary, IL
 Person in Charge Tim Taylor - CEO
 Telephone 847-380-3540

Name of Company Bay Colony Condo assoc.
 Address 9501 Bay Colony Dr.
 Person in Charge Larry Bennett - Prop manager
 Telephone 224-735-1129

Name of Company Arbors of Barrington
 Address 590 W. Russell Ave Barrington
 Person in Charge Keren Pflieger - President
 Telephone 224-612-0608

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Affidavit of Compliance

Applicant Name Michael Caramusa
 Address 4205 Barnerville Rd Crystal Lake IL 60012

As a condition of entering into a contract with the Village of Lake Zurich, and under oath and penalty of perjury and possible termination of contract right and debarment, the undersigned, Mike Caramusa, being first duly sworn on oath, deposes and states that he or she is (sole owner, partner, joint ventured, President, Secretary, etc..) of EMCFE Building Services (Name of Company) and has the authority to make all certifications required by this affidavit.

Section I
Non-Collusion

The undersigned certifies that this proposal is genuine and not collusive or sham, that said contractor has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person, to put in a sham proposal or to refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposal price element, or of that of any other contractor, or to secure any advantage against any other contractor or any person interested in the proposed contract.

Section II
Proposal Rigging and Rotating

The undersigned hereby certifies that it is not barred from proposing a bid or contracting as a result of a conviction for violations of state laws prohibiting proposal rigging or proposal rotating or any similar offense of any state of the United States.

Section III
Illinois Drug Free Workplace Act

The undersigned further states that EMCFE Building Services provides a (Name of Company) drug free workplace pursuant to Illinois Statues, 30 ILCS 580/1, et seq and provides compliance with necessary requirements.

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Section IV
Tax Payment

The undersigned further states that EMCEE Building Services is not
(Name of Company)

delinquent in payment of any taxes to the Illinois Department of Revenue, in accordance with Illinois Compiled Statutes, 65 ILCS 5/11-42.1. The undersigned understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition voids the contract and allows the municipality to recover all amounts paid to the individual or entity under the contract in civil action.

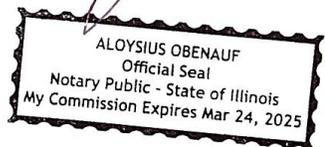
It is expressly understood the foregoing statements and representations and promises are made as a condition to the right of the contractor to receive payment under any award made under the terms and provisions of this proposal.

The undersigned certifies that all the information contained in the Affidavit is true and correct.

Signed by: [Signature]
(Name) Michael Comansa
(Title) Owner / Vice President

Subscribed and sworn to before me this 15th day of December 2022,
AD.

By: [Signature] (Notary Public) [Signature]



-Seal-

The Contractor expressly understands and agrees that any insurance policies or bonds required by this contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village of Lake Zurich, its Board of Trustees, officers, agents and employees as herein provided.

CONTRACTOR: EMCEE Building Services
By: [Signature]

Village of Lake Zurich
2023 Janitorial Services

Form of Contract

1. This Agreement made and concluded this 1st day of Feb 2023, between the Village of Lake Zurich, acting by and through its President and Board of Trustees, known as the party of the first part and EMCEE Building Services his/their executors, administrators, successors, or assigns, known as the party of the second part.
2. WITNESSETH: That for and in consideration of the payment and agreements mentioned in the Proposal hereto attached, to be made and performed by the party of the first part, and according to the terms expressed in the Bond referring to these presents, the party of the second part agrees with said party of the first part at his/their own proper cost and expense to furnish all labor, equipment, supplies and materials necessary to complete the work in accordance with the Plans and Specifications hereinafter described and in full compliance with all the terms and conditions of this Agreement.
3. And it is also understood and agreed that the Notice to Bidder, Instructions to Bidder, Form of Proposal and Contract Bond hereto attached and the Plans and Specifications titled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
JANITORIAL SERVICES AT VILLAGE FACILITIES
and DATED: November 1, 2022

Are all essential documents of this Contract and are a part thereof.

4. IN WITNESS THEREOF, the said parties have executed these presents on the date above mentioned.

_____, Mayor
Party of the First Part

_____, Village Clerk
Attest:

Party of the Second Part

Attest: (For Corporation -Secretary)

EMCEE BUILDING SERVICES LLC

Mike Caramusa
847-721-7724
Mike.caramu@mcbuildingservices.co
4205 Barreville Rd
Crystal Lake, IL 60012

“Why EMCEE Building Services?”

EMCEE Building Services has been family owned and operated for over ten years in the Northwest suburbs. Lake Zurich is where our family has called home since 1993. We pride ourselves on servicing the local community we were raised in.

Our company of experts specialize in reputable janitorial cleaning methods, processes, providing hospital grade supplies and facilitating skilled qualified employees for each account.

We supply cleaning services to a mix of commercial clients, from daily cleaning for large corporations to smaller businesses requiring less frequent cleaning.

Our services include but not limited to:

- Daily Office cleaning
- Carpet deep cleaning
- Hard Floors (Tile, Vinyl, Stone, Brick)
- Strip and Waxing maintenance
- Exterior Window cleaning
- Move In/Out cleaning
- Project cleaning
- 24/7 Emergency cleaning services

The EMCEE Difference

- We conduct a complete ongoing training program for all technicians, inspectors and managers.
- We only use Hospital/Professional grade equipment and products.
- GBAC certified for infectious disease control, and we're also a mitigation and disinfecting remediation trained company.
- Conduct monthly formal review meetings with all accounts to evaluate, inspect, determine corrective action plans, assist customers in taking care of any additional needs or seasonal challenges.
- 24/7 emergency contact with owners for immediate action on any issues needing addressed.

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

Employee Biographies

Michael Caramusa

Account Manager

Working in the business for almost 10 years has given me a lot of industry knowledge and the skill set to be successful in this business. I've always been a strong communicator, leader and highly creative when it comes to finding solutions to execute as quickly as possible. When I'm not working and helping run the family business I enjoy the outdoors, time with friends and family, live music and heading to my families cottage for the weekend. I am also a huge Chicago Cubs fan and a die hard Chicago Bears fan.

Maya Kaser

Technician

Maya has been working for us the last 5 years. From the start Maya has quickly become one of our most trusted and experienced employees. She is terrific with heady work, painting, janitorial solutions, time management and organization. Through hard work and dedication Maya has earned her role as manager. She is talented in people management, communication, delegating daily tasks and shows wonderful patience with new trainees. Maya is an inspiring freelance oil painter and artist with many commissioned pieces sold, But her favorite thing to do is spend time with her 2 children.

Kyle Woodley

Technician

Kyle has been a major part of this company's success going on 4 years now. Kyle started as a janitorial technician but learned quickly and efficiently, soon after Kyle became a trusted maintenance technician. His knowledge in all areas of building services has made him a Swiss Army knife if you will. Kyle is well trained in handyman work, painting, snow removal, landscaping, fast problem solving and is a real nuts and bolts guy. When Kyle isn't hard at work he enjoys being with his family, the outdoors in the summer and watching Chicago Bears games with his friends.

Sherry Woodley

Supervisor / Technician

For over 5 years Sherry has been a key part to EMCEE Building Services success. With over 20 years experience in the industry Sherry is one of our best technicians trained in every area of maintenance work and janitorial. Her years of experience has also made Sherry a master at organizing work schedules, maintenance operations and fast turnover with on-site problem solving. Sherry has been happily married for over 25 years and enjoys her off time with her husband, 2 boys and their 3 dogs.

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

Quality Assurance Plan:

Our supervisors will be performing all quality assurance plans.

- Daily quality checks before and after all cleans by either Mike or Sherry
- If any technician calls in sick or is a no show: Mike, Sherri or bob will be subbing in for that tech.
- Weekly meeting with the team to update building schedules and to address any issues we may face.
- Weekly walkthroughs with mike, sherri and team
- Monthly walkthroughs with Steve and Mike from LZ or whenever called upon.
- Constant communication between supervisors and technicians on when builds are started and completed.
- Never missing a shift or a building, more employees may be hired to sub for technicians on, EMCEE prides itself on never missing shifts or cleans, so subs come in handy very often and we have great subs.
- Transparency with the village and constant communication between Emcee and LZ about any and all issues.
- 24/7 365 day emergency coverage by Mike, Bob or Sherry. that 2 owners are ready to clean and work for techs that are sick or on vacation so no shift is ever missed.

Why EMCEE?

- I. We only use EPA listed professional hospital grade disinfectants to ensure best quality and safety.
 - Procter & Gamble disinfectants
 - Betco Chemical solutions
- II. Our vacuums have HEPA certified vacuuming filtration systems.
 - 99.6% of all dust particles are captured within the filtration system.
- III. We provide 24 hour emergency services for cleanups- 24/7
 - We will provide owners' cell phone numbers for office use anytime day or night for emergency clean up.
- IV. A manager will be on site for all cleans to ensure quality of work.
- V. We will meet with an office manager 1x per month to review work, make any changes or modifications. Correct mistakes and provide any school updates to workers to keep them informed and prepared.

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

1. EMCEE Building Services has been family owned and operated for over ten years in the Northwest suburbs. Lake Zurich is where our family has called home since 1993. We pride ourselves on servicing the local community we were raised in. Our company of experts specialize in reputable janitorial cleaning methods, processes, providing hospital grade supplies and facilitating skilled qualified employees for each account. We supply cleaning services to a mix of commercial clients, from daily cleaning for large corporations to smaller businesses requiring less frequent cleaning.

Mission Statement: To serve our customers satisfactory and safety assisting them in running their businesses, institutions and buildings today and into the future.

2. Four references further in the packet.

Lake Zurich Team

3. Cathy Caramusa - President - over 10 years in the industry
 Mike Caramusa - Vice President - Cleaning technician over 10 years in industry
 Bob Caramusa - Vice President - Cleaning technician over 15 years in industry
 Sherry Wooly - Supervisor - Cleaning technician over 5 years with Emcee
 Kyle Wooley - Cleaning technician - over 5 years with Emcee
 Maya Kaser - Cleaning technician - over 4 years with Emcee
 Al Perez - Cleaning technician- sub for LZ - over 5 years with Emcee
4. Sherry Wooley - Account Supervisor and Operations Manager
 - 7 years in Janitorial Business
 - Image One Cleaning 5 years (cleaning tech, supervisor, ops manager)
 - EMCEE Building Services 7 years (Ops manager, supervisor)
 - Currently manages 4 properties we do business at (Bay colony, Park Ridge, The Meadows, Elmwood park)
 - Daily checks of every building from 5-7pm, making sure all techs are in and subbing anywhere someone isnt.
 - Daily building clean will be the police department. 7pm until finished.
5. List all equipment: Each site will have vacuums, mops, mop buckets, brooms, rags, cleaning supplies. We have swing arms for buffering, carpet cleaning machines, and floor scrubbers. Our warehouse is located in wauconda if we don't have room at locations to store some of the bigger equipment. We will equip all buildings with their own daily equipment.
6. Assurance Plan further in packet.
7. Our company has NOT been in litigation with any customers ever.

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

8. All our staff for LZ has worked for our company for over 4 years and all are local less than 15 minutes from village buildings.
9. Training happens twice a year, we conduct staff meetings to rework and deep clean all accounts to refresh tactics and update any certificates our workers need. New employees get very hands-on training and work with another tech for a week to learn. We consider our weekly walkthroughs with employees as a form of training and refreshing if anything is looked over or missed.
10. No Deviations
11. Monthly costs further in packet.
12. RFP revisions
13. EMCEE has been doing business in Illinois since 2016.
14. We have 23 total employees
 - 3 supervisors and managers
 - 1 ops manager
 - 2 office administrators
 - 1 accountant
 - 13 field technicians
15. The employee and hourly breakdown for each building is further in the packet.

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

EMCEE Janitorial Report

Month of March

- Clinton Basement - Last month we conducted an in-depth deep clean of all the basement rooms in the Clinton building. This project took several weeks to finish. Some of these rooms haven't been cleaned in over two years. The dust build up in some of these utility rooms and storage rooms required a lot of cleaning with a shop-vac and mop. All equipment and pumps in these rooms were disinfected and whipped down. We helped throw out a lot of old debris from the basement. We feel very confident in the cleanliness of all these rooms and now our goal is to always maintain this state of cleanliness in each room.

- Bike Removal - At the beginning of the month while cleaning the Clinton basement we also removed old broken bikes from an unused room that they had been sitting in for years. There were maybe 15 plus bikes dusty, broken and unclaimed by any residents. I had one of our EMCEE work pick up truck to come and take them away to be disposed completely free of charge to the association.

- Spring Cleaning Walk-thru - Now that it's mid April we're gearing up to do some spring cleaning in and outside of the buildings. With the weather warmer we'll be doing all high exterior window washing regularly including windows by Clinton mailroom. Exterior garbage pick up is a must during these warmer months, the wind consistently blows trash in the lots and on the property. Also garbage collects most of all on the outside of the lot fences in the bushes, these are the hotspots we will be focusing on daily. Another clean we'll be performing once a bit warmer will be power washing of the courtyard stairs and walkways to try and get that rust out. We're looking forward to our first spring/summer here at GL and want to make the outside property as clean as possible for the residents to enjoy this summer.

- Door Cleaning - There are a lot of white doors in both building on the property. I've been stressing to my team the importance of always walking around the property to clean dirty doors. It's a pet peeve of mine. A new daily task we'll be adding to our daily clean will be to check and whip down every door and door handle on each floor in each building. We've been doing so the last few weeks with walk-thrus only concentrating on door cleaning. I think we've been making some serious progress with more consistent cleaner doors. Some doors are in rough shape that may need to be repainted to hid scraps and stains we can't buffer out.

- Move Ins and Outs/ Deliveries - This past month we did an in-depth walk-thru on the proper procedures for move-ins and deliveries for Saturday's when EMCEE employee is the only people on site. This was extremely helpful to me and my team on where trucks can park, what doors movers can come in and out of and what to do with the elevators. We must also each out to all movers and units to have communication with delivery times and any help the resident might need with moves. We must always check the elevators, doors and hallways after a move for any damages. Lastly is to always check the garbage and Chute rooms on the repeated floor so no one is dumping last night items before or after they move out.

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EMCEE BUILDING SERVICES LLC

7:00 - 9:00 AM

- Seasonal Watering of Bushes (setup sprinklers) ****Summer only****
- Clean Gym (clean restroom completely and restock all supplies) Dust _____
Disinfectant _____ Vacuum _____ Mop _____
- Dumpster room clean up Clinton: _____ Jefferson: _____
- Organize Packages (mark unit numbers) Clinton: _____ Jefferson _____

9:00 - 9:15 AM- BREAK

9:15 - 11:00 AM

- Clean Jefferson Lobby Entrances & 1st Floor: Dust _____ Cobwebs _____ Chair rails _____ Windows _____ Elevators _____ Vacuum/Sweep _____
Mop _____
- Clean stairwell (1) NW _____ NE _____

11:00 - 11:30 AM- LUNCH

11:30 - 1:00 PM

- Clean Jefferson Floors 2-5 (including chute rooms): Dust _____ Cobwebs _____
Chair rails _____ Chute Rooms _____ Vacuum _____ Mop _____ Disinfect handles _____

1:00 - 1:15 PM- BREAK

1:15 - 2:00 PM

- Perform a Monthly Checklist Task (reference list) Task
Performed: _____

2:00 - 2:30 PM

- Exterior Property walk (garbage pickup) Parking Lots _____ Garages _____
Courtyard _____ Perimeter walk _____

2:30 - 3:00 PM

- Check elevators and buildings for damage after moves
- Check packages again before leaving Clinton: _____ Jefferson: _____
- Check gym and restroom before leaving Gym: _____

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

EMCEE Janitorial Report

Month of April

Clinton Flood - A few weeks ago there was a major plumbing flood in the Clinton building. At this point I'm sure everyone living on the property is aware of the situation so no need for details. I was on site during the accident that day, which was a high anxiety situation for all parties involved. I just want to personally thank the residents for acting together quickly to get on top of the situation and assisting me until Terra got on site. I also want to thank Mike for helping me over the phone while on vacation with his family to guide me to the shut off valve to the water. It was very impressive to see a community come together to solve an issue and we're very happy to be a part of that community.

Bad Weather - More bad weather in the month of April has caused delays in our spring cleaning schedule. We have a window cleaning project and a power washing project ready to execute once this weather turns. The wet weather makes it hard to do really anything outside, but the month of May weather should be promising. The Power washing of the courtyard steps and upper level to remove stains, rust and debris will happen in the second week of May.

Unit Clean Out - We conducted a complete deep clean of unit 106B in the Jefferson building. We made the unit move in ready for the next tenants. Our deep cleans consist of ceiling to floor dusting, disinfecting, vacuuming and mopping. We also cleaned ceiling to floor in all bathrooms, rooms, kitchen and appliances. Joe, Kyle and Mike C performed the deep clean out.

Cleaned Area Rugs - The area rugs in both buildings have been getting pretty beat up recently with spills and stains. There's a few rugs that had major stains on them, so bad that we pulled them away to the maintenance office. I took both area rugs to our EMCEE warehouse where we have a heavy duty industrial carpet extractor to have them cleaned completely free of charge as a courtesy to the residents of Gotham Lofts. There's a lot of area rugs throughout both buildings that can really use a deep steam clean.

We're here to work for you!

Best Regards,

Mike Caramusa
Account Manager

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

EMCEE Janitorial Report

Month of May

Transitional Period - This month has been a big transitional period for Gotham with Mike leaving the building engineer position. Joe and Mike C. have been picking up the slack until a new engineer is hired. Joe has really come into his own here at Gotham and has been taking responsibility for more and more each week. Joe has been assisting on everything that's going on with and at Gotham. Joe has actively taken on more responsibilities and has really helped GL keep moving forward during this transitional time.

Clinton Gym Reopening - Joe did a fantastic job organizing and cleaning the gym after the plumbing issues we experienced. Joe put all machines and weights back in their proper spots and cleaned everything. The gym looks great! Joe and with the help of Mike really helped open the gym in a timely manner.

Vendors and Inspections - We saw a lot of vendors and inspectors this month from lighting vendors, movers, city inspectors and plumbers. Joe has been doing a great job of assisting them and letting them into the building and whatever area of the property they need access to. Joe has done a great job of managing and staying on top of all vendors, movers and inspectors.

Systems Check - Another responsibility Joe has taken head on is the systems check in both buildings. Joe once again has done a great job walking the property and checking each system's box and recording times and temps for the building systems. Some of the systems are the hot water, water pumps, electrical meters, air conditioning on roof, and others. This is a new daily responsibility for Joe.

Outside Cleaning - Finally the weather feels like summer and the rains have stopped. We've started doing more and more outside cleaning with the weather finally nice. Joe has been doing outside trash pick up in the parking lot and power washing of the Clinton courtyard. We've got a lot more outdoor cleaning scheduled for the month of June.

We're here to work for you!

Best Regards,

Mike Caramusa
Account Manager

4205 Barreville Road, Crystal Lake, IL. 60012

EMCEE BUILDING SERVICES LLC

EMCEE Janitorial & Building Engineer Report

Month of June

Thank you Joe! - I just want to personally thank Joe for all his hard work. EMCEE Building Services is beyond proud with the dedication and hard work Joe's put forth at Gotham Lofts during this transitional month without Mike. We relied and asked a lot from Joe this month, from early morning city inspections to checking HVAC units on the roof. Joe's been an exemplary employee and I just wanted to take this moment to thank him for all his hard work.

Power Washing Projects - This past month Joe's been very busy with power washing projects. Joe's had a different project each week. Joe has power washed both dumpster rooms, courtyard patio, courtyard ramp, rust stains and sidewalks. We will continue to do power washing projects and maintain these areas monthly throughout the rest of the summer.

Weed Removal - We've been having Joe remove all weeds on the property. Main areas with weeds are the sidewalks around the perimeter and along the fences. Most weeds have been removed with a spray but Joe's pulled and dug up the bigger weeds on the property. Weed removal will be a monthly task Joe will perform to maintain the fast growing pests.

Watering and Trimming Bushes - Joe has been trimming and watering bushes as part of his summer seasonal daily task. They're multiple bushes on both corners of the fence in the north lot that need watering attention daily. We've equipped Joe with hoses in order to reach and water them daily. Joe has also been trimming bushes when needed along the fences and in the courtyard. Watering is a daily task for Joe and trimming bushes will be a monthly task moving forward.

Introducing John - EMCEE Building Services is excited to introduce our new Gotham Lofts building engineer, John Matos. John's been with us for over five years and he's a great man with tons of experience. Since John is new to the property, he has been dedicated to learning the building's system and operation. John has ideas already to make preventative maintenance in order to help improve the property in a cost efficient manner. We understand the massive shoes we have to fill, however John is more than willing to take on the challenges Gotham throws his way. I hope you all say hello to John and have a great experience meeting him.

We're here to work for you!

Best Regards,

Mike Caramusa
Account Manager

4205 Barreville Road, Crystal Lake, IL. 60012

MONTHLY BUDGET

Jeep Lattitude - \$500

Jeep Compass - \$600

Nicor Gas - \$150 approx.

ComEd - \$150 approx.

Home Rent - \$2540

WiFi/Internet - \$203

Cell Phones - \$385

Payroll - \$28,000 approx. (this includes taxes that get paid out to IL and IR)

Buisness Insurances - \$3000 approx.

Audit Payment - \$590

Health Insurances - \$650 approx.

There are other incidentals like gas for cars, supplies, etc.

66480635



For Single Bonds or Aggregate Programs up to \$500,000, complete page 1.
For Aggregate Programs in excess of \$500,000, up to \$800,000, complete page 1 and page 2.

APPLICANT DATA

E-Mail Address _____
 Type of Business: Partnership (S) Corporation (C) Corporation Sole Proprietorship LLC LLP
 Company Name EMCEE Building Services LLC Phone _____
 Company Address 4205 Barreville Rd City Crystal Lak State IL Zip _____
 Type of Trade Janitorial Date started in Business 11/2018
 Has the applicant been in claim, and/or, denied bonding by another surety? Yes No Explain (if yes) _____

OWNER DATA / INDEMNITORS

(Provide the information below on all owners; including spouses, if owners; use additional sheet if necessary)

Name Catherine Caramusa Name Robert Caramusa
 Address 4205 Barreville Rd Address 4205 Barreville Rd
 City/State/Zip Crystal Lake IL 60012 City/State/Zip Crystal Lake IL 60012
 SS# 347-54-5583 DOB 09/03/1957 SS# 332-50-6841 DOB 10/08/1961
 % of Business Ownership 100 Married Yes No % of Business Ownership _____ Married Yes No
 Spouse Name Robert Caramusa Spouse Name Catherine Caramusa

CNA Surety may obtain a personal credit report about the Applicant and its Owners in order to confirm the information provided in this Application and for underwriting purposes. For new applicants, complete and sign the General Indemnity Agreement.

BOND REQUEST DATA

If no bond is needed at this time, but only prequalification for future bonding, check here

Anticipated Start Date 02/01/2023 Time for Completion 02/01/2024 Maintenance Period 1 Year(s)
 Oblige (Who is requiring the contractor get a bond?) Village of Lake Zurich
 Oblige Address 70 E Main Street City Lake Zurich State IL Zip 60047
 Job Legal Description (Project Name) Janitorial Services
 Job Physical Address 70 E Main Street City Lake Zurich State IL Zip 60047
 Scope of Work Cleaning 9 village buildings

*This application is not intended for use in connection with Design-Build Contracts, Subdivision or Site Improvement over \$100,000, Asbestos Abatement, Completion, Hazardous Materials, or Multi-Year Contracts where term of contract is over 5 years.

Check and Complete: (For private jobs or subcontracts, please enclose a copy of the contract and bond form for projects over \$150,000.)
 (check one only) (For service type contracts, provide a copy of the contract.)

Bid Bond: Bid date 12/15/2022 OR **Contract Price \$** 195,500.00
 Estimated total amount of bid: \$ 195,500 **Contract Date** (Date when contract is signed) _____
 Engineers Estimate: \$ _____ None **Performance & Payment Bond** **Supply Bond**
 Bid Bond %, or flat amount 10% of the yearly contract **Subcontractor Performance & Payment Bond**
 Stand Alone Maintenance Bond \$ _____

Status of Outstanding Bid Bonds:

Bond No. _____ Bid Awarded: Yes No
 Bond No. _____ Bid Awarded: Yes No

Bid secured by: Check Bond Negotiated
 Next two lowest bidders
 \$ _____ \$ _____ No other bidders

BOND FORM DATA

Name of Agent signing as Power of Attorney
 (Name here) Cara Grapenthien Sparks

CNA Form State Form (Send copy)
 AIA Form Oblige Form (Send copy)
 Federal Contract # _____
 State of Incorporation _____

AGENCY DATA

Agency Name A F B Cara Grapenthien Sparks Agency Code 1 2 - 2 0 4 6 8
 Any person who knowingly and with intent to defraud any insurance company or person files an application containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime under applicable law. The applicants and indemnitors certify the truth of all statements in the application and authorize the Company to verify this information and to obtain additional information from any source including obtaining a credit report.

Phone: 1-800-331-6053 / Fax 605-335-0357

Form F6673-8-2021

Page 1 of 2



Complete this page for Aggregate Programs in excess of \$500,000, up to \$800,000.

Contractor's Company Name EMCEE Building Services LLC File Number(s) Reference 66480635
 Contractor's Company Address 4205 Barreville Rd City Crystal Lake State IL Zip 60012

FINANCIAL DATA Please submit the following:

- Company Financial Requirements for (C) Corporations, (S) Corporations, and LLCs:** Provide the company's last 2 years fiscal year-end financial statement or tax return. If the latest fiscal year financial statement or tax return is more than 6 months old, then also provide a current interim financial statement.
- or
- Business Financial Requirement for Sole Proprietorships and Partnerships:** Provide the last 2 years fiscal year-end financial statement on the business. If the fiscal year-end statement on the business is more than 6 months old, then also provide us with a current interim financial statement.
- and
- Personal Financial Statements** Provide a copy of each owner's latest personal financial statement. If the personal financial statement is more than 6 months old then provide us with a current statement.

Does the contractor have a formal bank line of credit? Yes No
 If "Yes" amount of Line of Credit? _____ Amount currently borrowed? _____

EXPERIENCE DATA

List the three largest contracts completed in the last five years:

Bond Number (if applicable)	Kind of Work	Location (City/County, State)	Contract Price	Year Completed	Final Gross Profit

List the two largest jobs you presently have underway, giving the following information:

Bond Number (if applicable)	Kind of Work	Location (City/County, State)	Contract Price	% of Completion	Estimated Gross Profit	Date to be Completed

OPERATIONS DATA

Liability Insurance Company and Limits _____ Expiration Date ____/____/____

- Type of trades you perform: _____
- Territory in which you perform work (present and planned) _____
- Trades subcontracted: _____

GENERAL DATA

- Disputes, Financial Difficulties, Problems, Etc.**
- | | | |
|--|----------------|-------------------------------|
| | Company | Any officer, owner or partner |
| a. Failed in business or declared bankruptcy? | Yes ___ No ___ | Yes ___ No ___ |
| b. Failed to complete a job or been assessed with delay damages?... Yes ___ No ___ | Yes ___ No ___ | Yes ___ No ___ |
| c. Been involved in any lawsuits or disputes in the last 5 years? | Yes ___ No ___ | Yes ___ No ___ |
| d. Do you have any corporate or personal assets held in trust or escrow accounts? | Yes ___ No ___ | Yes ___ No ___ |
| e. Are any business or personal assets restricted or pledged for any purpose (i.e. collateral for a loan, etc.)? | Yes ___ No ___ | Yes ___ No ___ |
| f. Were you bonded in the past - By whom? | Yes ___ No ___ | Yes ___ No ___ |

Explain all "yes" answers fully below or attach explanation

AGENCY DATA

Agency Name A F B Cara Grapenthien Sparks Agency Code 1 2 - 2 0 4 6 8

Phone: 1-800-331-6053 / Fax 605-335-0357

www.cnasurety.com

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GENERAL INDEMNITY AGREEMENT

THIS AGREEMENT is made by the undersigned Indemnitors ("Indemnitors") for the benefit of Surety in connection with any Bond, as defined below, which may have been or may hereafter be provided for the benefit of or at the request of any one or more Indemnitors. If any Indemnitors have previously executed an indemnity agreement in favor of Surety, this Agreement shall be in addition to and not in lieu of or in replacement of such other agreement.

I. DEFINITIONS. The following terms shall be defined as follows for purposes of this Agreement:

A. **Bond:** Any surety bond, undertaking, or other obligation in the nature of a guaranty or suretyship, as well as alterations, amendments, extensions, substitutions, and renewals issued or procured by the Surety on, before, or after the date of this Agreement for (a) any Indemnitor or any of their respective parent companies, subsidiaries, and affiliates; (b) any joint venture, partnership, association, limited liability company, or other legal entity in which one or more of the persons and entities identified above in sub-paragraph (a) have a direct or indirect interest; or (c) at the request of any Indemnitor.

B. **Contract:** Any contract or obligation whose performance is covered or guaranteed under a Bond.

C. **Event of Default:** Any one or more of the following: (a) any breach of the terms and conditions of this Agreement; (b) Principal's breach, abandonment or forfeiture of a Contract; (c) any bankruptcy, insolvency, assignment for the benefit of creditors, appointment of a receiver or conservator, or similar proceeding concerning the Principal or any Indemnitor, whether voluntary or involuntary.

D. **Loss:** Any (a) claim, demand, liability, charge, suit, fee, or expense, including but not limited to attorney (both outside and in-house) and consultant fees, incurred by the Surety as a result of issuing or procuring a Bond; (b) cost incurred by Surety in procuring or attempting to procure a release from liability under a Bond; (c) cost incurred in investigation or adjustment of any claim or potential claim under a Bond; (d) costs incurred by Surety in enforcing the Indemnitors' obligations under this Agreement; and (e) any other cost incurred by Surety arising from the issuance or procurement of a Bond. The term Loss shall also include any advances or loans to any Principal or Indemnitor that are not repaid to the Surety as required by the terms of such advances or loans.

E. **Principal:** The person(s) and entity (ies) whose Contract obligations the Surety is requested to guarantee by issuing or procuring a Bond. Principal includes any person or entity identified on a Bond as "Principal" or "Contractor."

F. **Surety:** "CNA Surety" is a business brand for CNA's marketing of surety business written through Continental Casualty Company and its insurance subsidiaries including Western Surety Company, Surety Bonding Company of America, and their respective parent and subsidiary companies, affiliates, predecessors, successors, assigns and reinsurers. The term Surety shall also include any other person or entity which, at the request of the above, may act as surety or co-surety on any Bond.

II. INDEMNITY. The Indemnitors agree:

A. To defend, indemnify, and save harmless Surety from and against any and all Loss Indemnitor which the Surety may pay or incur.

B. To pay Surety all premium due on Bonds at the rates and times specified by the Surety. The Indemnitors specifically acknowledge and agree that the Surety's right to charge and collect premiums continues until the Surety is provided written evidence, satisfactory to the Surety that (i) its liability on such Bond has been discharged or (ii) its termination of liability as a matter of law.

C. That in any claim or suit arising out of or related to any Bond or this Agreement, an itemized statement of Surety's loss and expense, sworn to by a representative of Surety, or other evidence of disbursement by Surety, shall be prima facie evidence of the fact and extent of Indemnitor's liability under this Agreement.

D. To deposit collateral security with the Surety upon demand in an amount that Surety shall reasonably determine is necessary to protect it from Loss whether or not Surety has made any payment.

E. That in the Event of Default: (a) the Surety shall have the right, but not the obligation, to take possession of the work under any Contract, to complete such Contract, or cause or consent to the completion thereof, with any cost thereof being Loss; (b) the Indemnitors hereby assign, transfer, and set over to the Surety all of their rights under the Contracts, including: (i) their right, title and interest in and to all subcontracts let in connection therewith; (ii) all machinery, plant, equipment, tools and materials upon the site of the work or elsewhere for the purposes of the Contracts, including all material ordered for the Contracts; (iii) all patents, licenses, permits and computer software used for the performance of any Contract and/or financial record keeping of the same; (iv) all actions, causes of action, claims and demands whatsoever relating to the Contracts; and (v) any and all sums due under the Contracts at the time of the Event of Default or which may thereafter become due; (c) the Indemnitors hereby authorized the Surety to endorse in the name of the payee, and to receive and collect any check, draft, warrant or other instrument made or issued in payment of any such sum, and to disburse the proceeds thereof; and (d) the Indemnitors hereby irrevocably nominate, designate and appoint the Surety and its designees as their attorney-in-fact with all the powers necessary to exercise any right granted in this Agreement, including but not limited to the power to make, endorse, execute, sign, and deliver any and all additional or other instruments, checks, drafts, deposits, ACH and wire transfer directives and orders, change of address notices, liens and releases thereof, applications, certificates, draw requests, orders, releases, and papers deemed necessary or desirable by the Surety in order to give full effect to the obligations assumed and the agreements made by Indemnitors hereunder, the assignments and conveyances made herein, and the full protection intended to be herein given to the Surety under all the provisions of this Agreement. The Indemnitors ratify and confirm all acts undertaken by the Surety and/or its designees as such attorney-in-fact.

F. That all payments earned on any Contract shall be held in trust as trust funds for the completion of the Contract and the payment of Indemnitors' obligations for labor, material, equipment, supplies or services furnished in the performance of the Contract. Upon an Event of Default and the Surety's request, Indemnitors shall open an account with a bank acceptable to the Surety for the deposit of such trust funds.

G. That upon an Event of Default, the Indemnitors grant the Surety a security interest in all property, rights, and assets of the Indemnitors, including, but not limited to, all inventory, equipment, instruments, investments, contracts rights and proceeds, insurance, accounts, and deposits ("Collateral"). This Agreement shall constitute a Security Agreement and a Financing Statement for the benefit of the Surety in accordance with the Uniform Commercial Code and any similar statute and may be so used by the Surety without in any way abrogating, restricting or limiting the rights of the Surety. Indemnitors authorize the Surety upon an Event of Default to file this Agreement or a photocopy thereof and any schedules or statements necessary to describe the Collateral covered by such filing.

III. GENERAL PROVISIONS. The Indemnitors further agrees as follows:

A. **Books and Records; Credit Reports.** Upon demand and reasonable notice, the Surety shall be provided access to the books and record of the Indemnitors which includes but is not limited to papers, books, records, contracts, reports financial information and electronically stored information for the purpose of review and copying. The Surety is authorized to obtain a credit report on any Indemnitor at any time while the Surety may be liable under any Bond.

B. **Joint and Several Liability.** Indemnitors' obligations under this Agreement are joint and several. Surety's release of any one Indemnitor shall not release any other Indemnitor. No action or inaction of Surety with respect to anyone other than Indemnitor shall relieve the Indemnitor of any obligation owned under this Agreement. Indemnitor shall not be released from liability under this Agreement because of the status, condition, or situation of any party to this Agreement or any Principal.

C. **Defects in Execution.** If the execution of this Agreement by any Indemnitor is defective or invalid for any reason, such defect or invalidity shall not affect the validity hereof as to any other Indemnitor. Should any provision of this Agreement be held invalid, the remaining provisions shall retain their full force and effect.

D. **Prior Bonds.** Indemnitors waive any defense related to the date of this Agreement's execution and acknowledge that any and all Bonds executed pursuant to any Indemnitor's request before the date of this Agreement were executed by the Surety in reliance on this Agreement. Indemnitors understand and agree that this Agreement is a continuing agreement to indemnify over an indefinite period.

E. **Claim Notices.** Immediately upon becoming aware of any claim, demand, or proceeding concerning a Bond, the Indemnitors shall send notice of same to the Surety at:
CNA Surety Corporation, Claim Department
151 North Franklin, 17th Floor
Chicago, Illinois 60606

F. **Claim Settlement.** Surety shall have the right in its sole discretion to decide whether any claims arising out of or related to any Bond shall be paid, compromised, defended, prosecuted, or appealed regardless of whether or not suit is actually filed or commenced against Surety upon such claim. Absent Surety's intentional wrongdoing, Indemnitor agrees to be conclusively bound by Surety's resolution of any and all claims and to accept Surety's determination of liability in regard to any and all claims.

- G. **Bond Declination.** Surety may decline to execute any Bond for any reason and shall not be liable to Indemnitor, or any person or entity, as a result of such declination.
- H. **Termination.** An Indemnitor may terminate liability to Surety under this Agreement by sending written notice by registered mail of intent to terminate to Surety, in care of Western Surety Company, P.O. Box 5077, Sioux Falls, South Dakota 57117-5077. Termination will be effective twenty days after actual receipt of such notice by Surety, only for Bonds signed or committed to by Surety after the effective date of termination.
- I. **Issuing Surety.** Indemnitors understand and agree that other than for the entity issuing a Bond, no other entity included within definition of the "Surety" in this Agreement assumes any obligation whatsoever with respect to either this Agreement or such Bond.
- J. **Electronic Image.** An electronic image, printout, copy, or facsimile of this Agreement shall be considered an original and shall be admissible in a court of law to the same extent as an original copy.
- K. **Bond Changes.** The Indemnitors' obligations to the Surety shall remain unchanged in the event of any changes in any Bond without regard to notice or consent by any Indemnitor. The Surety shall have no obligation to give the Indemnitors notice of the execution, renewal, or modification of a Bond.
- L. **Other Agreements.** Indemnitors agree that this Agreement is not a replacement, release, or alteration of any other agreement between any Indemnitor and the Surety but shall be in addition to such other agreement unless expressly stated otherwise herein.
- M. **Amendment; Assignment.** This Agreement may not be altered or amended except by a writing executed by the Indemnitors and the Surety. This Agreement and the Indemnitors' obligations hereunder may not be assigned without the prior written consent of the Surety.
- N. **Date of Agreement.** The date of this Agreement shall be the earliest date that any Indemnitors executes this Agreement.

PLEASE NOTE: Indemnity is required of the entity AND all owners and spouses personally. (1) Applicant must provide the indemnity of the entity by dating and signing with authorized title below. (2) All owners and their spouses must sign as personal indemnitors. Refer to the boxes at the right for examples of proper indemnity by indemnitor type. BY SIGNING (WHETHER ELECTRONICALLY OR TRADITIONALLY) THIS GENERAL INDEMNITY AGREEMENT, INDEMNITORS ARE ACKNOWLEDGING THEY HAVE READ AND AGREE TO BE BOUND BY ALL TERMS AND CONDITIONS ON PAGES ONE AND TWO OF THIS DOCUMENT.

(1) Dated: December (Month) 14 (Day), 2022 (Year)

Company Name (Print): EMCEE Building Services LLC
(As listed on questionnaire)

Entity Type:	Proper Indemnity:
Sole Proprietor	John Doe, Owner
Partnership	Jane Doe, Partner
Corporation	John Doe, President
LLC	Jane Doe, Managing Member

Authorized Signature X Catherine J. Caramusa Title: Managing Manager
 (Printed) Catherine Caramusa Title: Managing Member

Indemnitor Type:	Proper Indemnity:
Personal	John Doe, Indemnitor
Spouse	Jane Doe, Indemnitor

(2)

Indemnitors: Signature X Catherine J. Caramusa Indemnitors: Signature X Robert Caramusa
 (Printed) Catherine Caramusa Spouse: (Printed) Robert Caramusa

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

Indemnitors: Signature X _____ Indemnitors: Signature X _____
 (Printed) _____ Spouse: (Printed) _____

All business submitted on this Indemnity Agreement shall be reviewed and underwritten by Western Surety Company, P.O. Box 5077, Sioux Falls, SD 57117-5077



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Cara Grapenthien Sparks 4811 EMERSON AVE STE 103 PALATINE, IL 60067 (847) 885-2043 (105/809)	CONTACT NAME: Cara Grapenthien Sparks PHONE (AC No., Ext): (847) 885-2043 FAX (AC No.): (844) 285-1811 E-MAIL ADDRESS: teamsparks@amfam.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: American Family Mutual Insurance Company, S.I.	NAIC # 19275
INSURER B: Midvale Indemnity Company	27138
INSURER C: Hiscox Insurance Company	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/>			CA00002645	08/17/2022	08/17/2023	BODILY INJURY (Per person) \$ 1,000,000 BODILY INJURY (Per accident) \$ 1,000,000 PROPERTY DAMAGE (Per accident) \$ 1,000,000 BODILY INJURY \$ \$
B	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER			GLP1076636	07/02/2022	07/02/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			910018567891	06/01/2022	06/01/2023	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WCP1014372	06/01/2022	06/01/2023	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
C	Professional Liability			MPL485569021	06/23/2022	06/23/2023	Each Claim: \$1,000,000 Aggregate: \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER Village of Lake Zurich 505 Tesler Road Lake Zurich, IL 60047	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Cara Sparks
---	---

ACORD 25 (2014/01)

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REMARKS

CRIME POLICY - UC24860389.22 HISCOX 6/23/2022-6/23/2023

ACORD 25 (2014/01)

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CERTIFICATE OF TRAINING

This certificate has been awarded to
Michael Caramusa

for the successful completion of
the following online training program:

Workplace Sexual Harassment *Awareness and Prevention* Illinois Worker



Trainee Signature _____
Issue Date 2022-12-13

Expiration Date 2023-12-13
Certificate ID # 043257-105

<https://workplaceharassment.com>

	January	February	March	April	May	June	July	August	September	October	November	December
General Facilities	101-36-001-52701	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85
Park Facilities	101-36-420-52701	\$4,837.86	\$4,837.86	\$4,837.86	\$4,837.86	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$4,837.86	\$4,837.86
		\$10,554.71	\$10,554.71	\$10,554.71	\$10,554.71	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$10,554.71	\$10,554.71
		\$10,554.71	\$10,554.71	\$10,554.71	\$10,554.71	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$10,554.71	\$10,554.71

	New	Yearly	Daily
BC	\$2,010.26	\$24,123.12	\$66.09
Barn	\$1,947.47	\$23,369.64	\$64.03
Chalet	\$880.13	\$10,561.56	\$28.94
Conc Restroom	\$1,727.72	\$10,366.32	\$28.40
Breeze Restroom	\$848.73	\$5,092.38	\$13.95
VH	\$1,319.62	\$15,835.44	\$43.38
PD	\$2,763.68	\$33,164.16	\$90.86
505	\$1,633.55	\$19,602.60	\$53.71
		\$117,992.10	\$323.27

	January	February	March	April	May	June	July	August	September	October	November	December
General Facilities	101-36-001-52701	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85	\$5,716.85
Park Facilities	101-36-420-52701	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31	\$7,414.31
		\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16
		\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16	\$13,131.16



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

RECEIVED
COMMUNITY DEVELOPMENT DEPARTMENT
FEB 10 2023

67

MEMORANDUM

Date: February 6, 2023

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

Re: **Zoning Application for 103 South Rand Road – “Lake Liquors”
Special Use Permit for a Liquor Store**

Issue: Shree Ganesh21, LLC, represented by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma, (the “Applicant”), has filed a zoning application for the property at 103 South Rand Road (“Rental Space”) within Lakeview Plaza Shopping Center (the “Subject Property”). Specifically, the applicant is seeking:

- Special Use Permit approval for a liquor store (592) within the B-3 Regional Shopping District

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

- Expand the Village’s role as a major regional economic hub in Lake County
- Continue Route 12 Corridor Development
- Become more business friendly and customer oriented

Analysis: The Subject Property is located within the Village’s B-3 Regional Shopping Business District. The proposed use will be located within a 1,700 square-foot rental space located within the 5.6-acre Lakeview Plaza Shopping Center.

The Applicant is proposing to open a liquor store operating under the name “Lake Liquors” and will offer a large assortment of beers, wine, and spirits including a selection of premium and standard liquor, craft and domestic beer, and a large assortment of red wine, white wine, sparkling wine, rose/blush wine, and champagne. The store will also carry tobacco products including cigars and cigarettes (allowed as accessory sales), packaged food items, ice bags, BBQ charcoal, soft

Special Use Permit – 103 South Rand Road – Lake Liquors
February 6, 2023

drinks including water, soda, pop, juice, coffee, an ATM, and lottery tickets. The Applicant has not indicated the sale of vape products or video gaming machines on the premises.

The store will be managed by 2 full-time and 2 part-time employees and is proposed to remain open 7 days a week. Hours of operation are from 8:00 a.m. to midnight. It is anticipated that the number of customers serviced per day will average 55.

The Planning and Zoning Commission (PZC) held public hearing on January 18, 2023, to consider the application and did not receive any comment or objection to the application. Following the close of the hearing, the PZC voted 5-0 in favor of recommending approval of the Special Use Permit. No additional conditions were added by the PZC other than those initially recommended by staff. The video stream from the PZC meetings can be accessed via the following links: <https://play.champds.com/lakezurichil/event/76>

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

Recommendation: At their meeting on January 18, 2023, the Planning and Zoning Commission recommended approval of the Special Use Permit incorporating the conditions for approval provided by staff in its report.

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

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and Lake Liquors Business Plan dated November 16, 2022, and prepared by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. ALTA/ACSM Title Survey depicting the Subject Property prepared by Bock & Clark's National Surveyors Network dated February 10, 2014.
 - d. Existing Floor Plan delineating the layout of the liquor store within the proposed Rental Space, submitted on November 16, 2022.
 - e. Special Warranty Deed to the property recorded with the Lake County recorder as Document No 7921821 confirming ownership of the property by Knapp investments, LLC.
 - f. Representations and statements contained within the Business License an Occupancy Application dated November 15, 2022.

2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's Rental Space is allowed to permeate the adjacent tenant spaces.

Special Use Permit – 103 South Rand Road – Lake Liquors
February 6, 2023

3. The proposed liquor store shall be established and operated in compliance with the provisions of Chapters 2 and 3 of Title 3 of the Lake Zurich Municipal Code, including specifically Chapter 3, Article B entitled “Liquor Licenses” of Title 3 of the Lake Zurich Municipal Code, and all sales of tobacco and nicotine products shall be in conformance with Chapter 3-2-18: Sales And Possession Of Tobacco Products also contained within Title 3 of the Lake Zurich Municipal Code.
4. The accessory sale of Tobacco and Alternative Nicotine Product (5993) is permitted within the Rental Space, but only subject to the following conditions:
 - a. Such uses shall only be accessory to the land use that is otherwise permitted within Section 9-4-2: Permitted Uses: C. Retail Trade, OR Section 9-4-3: Special Uses: C. Retail Trade – explicitly to the proposed liquor store.
 - b. Such uses shall not occupy more than 10% of the floor area of the premises or 200 square feet, whichever is less.
 - c. Such uses shall be so designed, located, and advertised so as not to be visible or accessible except from the interior of such building (or Rental Space) and within view and control of the manager of the premises at all times.
 - d. Such uses shall not include the establishment, operation or on-premise use of tobacco and alternative products within a smoking lounge.
5. All activity related to the operation of the business shall be conducted within the enclosed commercial Rental Space addressed at 103 South Rand Road within Lakeview Plaza Shopping Center at parcel number 14-19-104-001. The special use constituting this liquor store:
 - a. Shall be located within the approximately 1,700 square feet of space within the retail shopping center addressed at 103 S Rand Road as depicted on the ALTA/ACSM Title Survey of the Subject Property submitted by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma, dated November 16, 2022,
 - b. Shall be allowed to continue under successive ownership so long as the location, design and operation of the land use pursuant to this special use and related conditions does not change
 - c. Shall not be allowed to relocate to any of the remaining tenant spaces within the multi-tenant shopping center known as Lakeview Plaza, and
 - d. Shall expire if this liquor store ceases operations at the Rental Space within the Subject Property for a period of more than 1 year.
6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the Subject Property
 - Exhibit B – Rental Space Floor Plan

● Page 3

Special Use Permit – 103 South Rand Road – Lake Liquors
February 6, 2023

- Exhibit C – January 18, 2023 staff reports and planning and zoning commission recommendation/conditions and accompanying documentation

● Page 4

ORDINANCE NO. 2023-02-496

AN ORDINANCE APPROVING A SPECIAL USE PERMIT
Lake Liquors, 103 South Rand Road

WHEREAS, Shree Ganesh21, LLC, represented by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma are the applicants (“Applicant”) for a special use permit for that rental space approximately 1,700 square feet (“Rental Space”) located within the existing multi-tenant building (“Subject Property”) at 103 South Rand Road, said Rental Space as depicted and located on that plan attached hereto as Exhibit B and legally described in Exhibit A hereto; and

WHEREAS, Knapp Investments, LLC is the owner of the Subject Property (“Owner”) and wishes to lease the Rental Space to Applicant; and

WHEREAS, Applicant as owner and operator of “Lake Liquors,” wishes to lease the Rental Space from Owner to establish a liquor store at the Subject Property as described in the preceding paragraph, such use being classified a special use in the B-3 Regional Shopping District; and

WHEREAS, Applicant seeks a special use permit to establish such liquor store within the Rental Space on the Subject Property; and

WHEREAS, the Applicant has filed zoning application PZC 2023-01, dated November 16, 2022 (the “Application”) seeking the approval of the following:

- Special Use Permit approval for a liquor store (592) within the B-3 Regional Shopping District

WHEREAS, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on December 24, 2022, in The Daily Herald, and the Village posted a public hearing sign on the Subject Property, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (“PZC”) on January 18, 2023, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC received and considered the report dated January 18, 2023, setting forth the background information regarding this application, the general evaluation of the Application and proposed findings and recommendations of the staff of the Village’s Development Review Team of the development against the applicable

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and required standards and provisions of the Lake Zurich Municipal Code (“STAFF REPORT”) which was provided to the PZC for the meeting, addressing the request for approval of said Special Use Permit to allow for the establishment and operation of this liquor store within the Rental Space at the Subject Property in the B-3 Regional Shopping District; and

WHEREAS, the PZC considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees approve the special use requested in this Application, subject to those conditions of approval recommended by Village staff; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Zurich met on February 6, 2023, and considered the findings and recommendations of the PZC, including the STAFF REPORT, all consisting of 10 pages, said required zoning standards, findings and recommendations attached hereto as Exhibit C and having considered all of the facts and circumstances affecting the Application and these recommended approvals, the Mayor and Board of Trustees have determined that the applicable standards related to this special use approval have been met.

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

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

SECTION 2: GRANT OF SPECIAL USE PERMIT. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 4 (Section 9-4-3) and Chapter 19 (Sections 9-19-3 through 9-19-5) of the Lake Zurich Zoning Code, hereby grant the following approval, by approving and adopting the STAFF REPORT, and final findings and recommendations of the PZC dated January 18, 2023, all consisting of 10 pages, attached hereto as **Exhibit C**, and submitted as part of the zoning application:

- Special Use Permit approval for a liquor store (592) within the B-3 Regional Shopping District

And subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:

417574_1

- a. Zoning Application, Cover Letter, and Lake Liquors Business Plan dated November 16, 2022, and prepared by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. ALTA/ACSM Title Survey depicting the Site Plan of the Subject Property prepared by Bock & Clark's National Surveyors Network dated February 10, 2014.
 - d. Existing Floor Plan delineating the layout of the liquor store within the proposed Rental Space, submitted on November 16, 2022.
 - e. Special Warranty Deed to the property recorded with the Lake County recorder as Document No 7921821 confirming ownership of the property by Knapp investments, LLC.
 - f. Representations and statements contained within the Business License an Occupancy Application dated November 15, 2022.
2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's Rental Space is allowed to permeate the adjacent tenant spaces.
 3. The proposed liquor store shall be established and operated in compliance with the provisions of Chapters 2 and 3 of Title 3 of the Lake Zurich Municipal Code, including specifically Chapter 3, Article B entitled "Liquor Licenses" of Title 3 of the Lake Zurich Municipal Code, and all sales of tobacco and nicotine products shall be in conformance with Chapter 3-2-18: Sales And Possession Of Tobacco Products also contained within Title 3 of the Lake Zurich Municipal Code.
 4. The accessory sale of Tobacco and Alternative Nicotine Product (5993) is permitted within the Rental Space, but only subject to the following conditions:
 - a. Such uses shall only be accessory to the land use that is otherwise permitted within Section 9-4-2: Permitted Uses: C. Retail Trade, OR Section 9-4-3: Special Uses: C. Retail Trade – explicitly to the proposed liquor store.
 - b. Such uses shall not occupy more than 10% of the floor area of the premises or 200 square feet, whichever is less.
 - c. Such uses shall be so designed, located, and advertised so as not to be visible or accessible except from the interior of such building (or Rental Space) and within view and control of the manager of the premises at all times.
 - d. Such uses shall not include the establishment, operation or on-premise use of tobacco and alternative products within a smoking lounge.

417574_1

5. All activity related to the operation of the business shall be conducted within the enclosed commercial Rental Space addressed at 103 South Rand Road within Lakeview Plaza Shopping Center at parcel number 14-19-104-001. The special use constituting this liquor store:
 - a. Shall be located within the approximately 1,700 square feet of space within the retail shopping center addressed at 103 S Rand Road as depicted on the ALTA/ACSM Title Survey of the Subject Property submitted by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma, dated November 16, 2022,
 - b. Shall be allowed to continue under successive ownership so long as the location, design and operation of the land use pursuant to this special use and related conditions does not change
 - c. Shall not be allowed to relocate to any of the remaining tenant spaces within the multi-tenant shopping center known as Lakeview Plaza, and
 - d. Shall expire if this liquor store ceases operations at the Rental Space within the Subject Property for a period of more than 1 year.

6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS. The findings, conditions and recommendations as set forth in the STAFF REPORT dated January 18, 2023, and the PZC recommendations, all consisting of 10 pages, along with the filings provided to the PZC, Chapter 6 (Section 9-4-3) and Chapter 19 of the Lake Zurich Zoning Code, are hereby accepted as the Board's own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

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

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

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

PASSED THIS _____ day of February, 2023.

Ayes:

Nays:

Absent:

417574_1

Abstain:

APPROVED this _____ day of February, 2023.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

417574_1

EXHIBIT A

Legal description of the Subject Property

PARCEL 1: LOT 1 IN THE FINAL PLAT OF LAKEVIEW SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1997 AS DOCUMENT 3960071 IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 23, 1997 AS DOCUMENT 3960072 FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING OVER LOT 2, SUBDIVISION AFORESAID, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS ONLY FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT RECORDED OCTOBER 17, 1985 AS DOCUMENT 2392687.

Parcels Involved: 14-19-104-001

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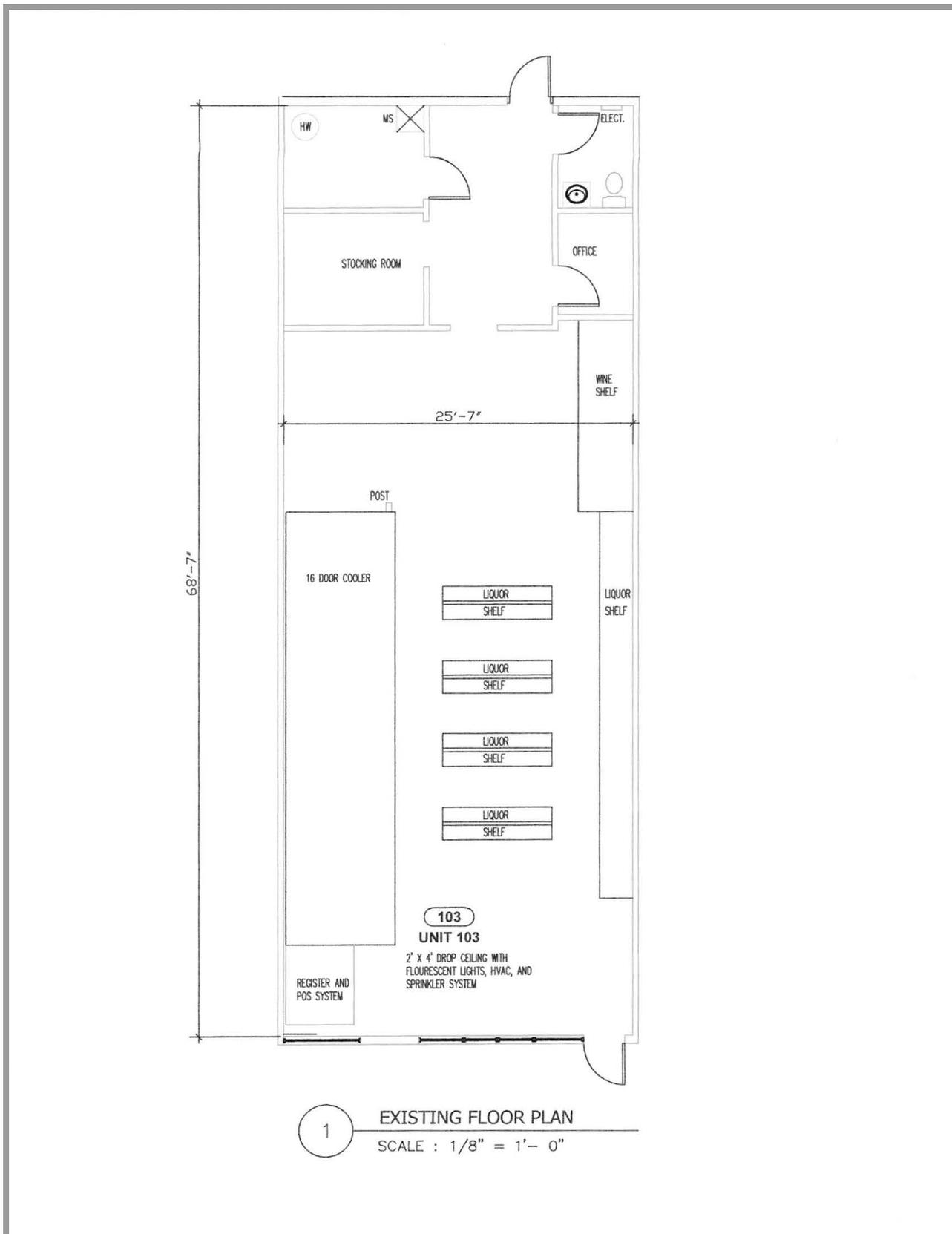
EXHIBIT B
Rental Space Floor Plans

417574_1

EXHIBIT C

January 18, 2023 staff reports and PZC recommendation/conditions and accompanying documentation

417574_1





At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telsor Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2023-01
PZC Hearing Date: January 18, 2023

AGENDA ITEM 4.B

STAFF REPORT

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

From: Sarosh Saher, Community Development Director

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

Date: January 18, 2023

Re: PZC 2023-01 Zoning Application for 103 South Rand Road
Special Use Permit for a Liquor Store – “Lake Liquors”

SUBJECT

Shree Ganesh21, LLC, represented by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma (the “Applicant”) requests a Special Use Permit to establish a liquor store at the property commonly known as 103 South Rand Road, within the Lakeview Plaza Shopping Center, and legally described in Exhibit A attached hereto (the “Subject Property”).

GENERAL INFORMATION

Requested Action: Special Use Permit

Current Zoning: B-3 Regional Shopping Business District

Existing Use Vacant Commercial Tenant Space

Proposed Uses: Liquor Store (592)

Property Location: 103 South Rand Road

Applicant: Shree Ganesh21, LLC

Owner: Knapp Investments, LLC

Staff Report
APPLICATION PZC 2023-01

Community Development Department
PZC Hearing Date: January 18, 2023

Staff Coordinator: Tim Verbeke, Planner

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. Anil Kumar Nayi and Mr. Rajesh Sharma of Shree Ganesh21, LLC (the “Applicant”), with the consent of the owners, Knapp Investments, LLC, are proposing a liquor store within the shopping center, legally described in Exhibit A attached hereto (the “Subject Property”). The business will be operated under the name “Lake Liquors.”

The land use is classified as a special use under Retail Trade in the B-3 Regional Shopping Business district and as such requires consideration through the public hearing process with Village Board approval.

The Applicant has therefore filed an application with the Village of Lake Zurich dated November 16, 2022 (the “Application”) seeking:

- Special Use Permit approval for a liquor store (592)

The Subject Property is an approximately 1,700 square-foot tenant space located within the 5.6-acre Lakeview Plaza Shopping Center. The property was recently acquired by Knapp Investments, LLC who have shared their plans to upgrade the building facades and fill the many vacant tenant spaces within the center. A graphic rendering of the façade is depicted on the cover of the Applicant’s narrative. The owners are working with BBQ, Mexican and potentially Italian restaurants, a coffee roaster, fitness center and barber shop to fill the vacant tenant spaces. Existing active tenants will continue to remain in the center.

The tenant space will be upgraded with new Luxury Vinyl Plank flooring, interior painting and new appliances to fit the needs of a liquor store. Customer access to the space will be provided from the storefront entrance while the rear will be available for loading and unloading.

The store is proposed to carry a large assortment of beers, wine, and spirits including a selection of premium and standard liquor, craft and domestic beer, and a large assortment of red wine, white wine, sparkling wine, rose/blush wine, and champagne. The store will also carry tobacco products including cigars and cigarettes, packaged food items, ice bags, BBQ charcoal, soft drinks including

Staff Report
APPLICATION PZC 2023-01

Community Development Department
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water, soda, pop, juice, coffee, an ATM, and lottery tickets. The Applicant has not indicated the sale of vape products or video gaming machines on the premises.

The store will be managed by 2 full-time and 2 part-time employees and is proposed to remain open 7 days a week. Hours of operation are from 8:00 a.m. to midnight. It is anticipated that the number of customers serviced per day will average 55.

Pursuant to public notice published on December 24, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for January 18, 2023, to consider the Application. The Village also posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The property is located on Lot 1 of Lakeview Subdivision that was platted in 1997. The building was constructed around 1988 during the peak of development of this portion of Rand Road. The property has been zoned within a commercial zoning classification since its development. It is currently zoned within the B-3 Regional Shopping Business district.
- C. Surrounding Land Use and Zoning.** The land to the north and south is zoned within the B-3 district and is improved with a variety of commercial uses including First American Bank and a BP Gas Station to the north; and the Shops of Lakeview and the Holiday Inn to the south. The areas to the west are zoned within residential areas zoned R-6 multiple-family residential district containing the townhomes of Willow Ponds Unit 1 and condominiums and the open space recreation areas of Knollwood zoned within the OS Open Space district.
- D. Trend of Development.** The subject property is located within Lake Zurich's commercial corridor containing the larger regional commercial shopping centers serving the community and its surrounding areas.
- E. Zoning District.** The B-3 Regional Shopping District is intended to provide locations for major retail centers. The regulations are designed to encourage a broad range of attractive retail and compatible service uses in those centers

GENERAL FINDINGS

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

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

Staff Report
APPLICATION PZC 2023-01

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PZC Hearing Date: January 18, 2023

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

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

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

Staff Response: Standard met. The development will continue to remain in substantial conformance with the purpose and intent of the B-3 Regional Shopping District, and the land use designation of the adopted Comprehensive Plan.

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

Staff Response: Standard met. The business is a land use that is allowed as a special use within the B-3 district. All activities will take place within the enclosed tenant space and will have minimal impact to the immediately adjacent spaces.

The Applicant also proposes the sale of tobacco products including cigars and cigarettes in the establishment. The sale of such products is allowed as a permitted use but subject to the following conditions governing their sale:

- a. Such use shall only be accessory to the land use that is otherwise permitted within Section 9-4-2: Permitted Uses: C. Retail Trade, OR Section 9-4-3: Special Uses: C. Retail Trade – in this case, explicitly to the proposed liquor store.
 - b. Such use shall not occupy more than 10% of the floor area of the premises or 200 square feet, whichever is less.
 - c. Such use shall be so designed, located, and advertised so as not to be visible or accessible except from the interior of such building (or tenant space) and within view and control of the manager of the premises at all times.
 - d. Such use shall not include the establishment, operation or on-premise use of tobacco and alternative products within a smoking lounge.
3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Staff Report
APPLICATION PZC 2023-01

Community Development Department
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Staff Response: Standard met. The entirety of the business and its activities will be operated within the approximately 1,700 square-foot enclosed tenant space within the building.

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

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

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

Staff Response: Standard met. Rand Road has adequate capacity to accommodate the traffic generated by vehicles of customers to and from the establishment. The business is one of many businesses served by the shared parking lot on the premises.

Lakeview Plaza is served by Rand Road (US Rt 12), a regional arterial road that accommodates 45,000 vehicles per day. The property has one right-in right-out access onto Rand Road, one full access onto Honey Lake Road to the north, which has a signalized intersection at Rand Road, and one cross access to the southerly property containing retail commercial uses and a hotel. These points of access provide adequate dispersion of traffic onto and off the Subject Property.

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

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

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

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

Staff Report
APPLICATION PZC 2023-01

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

Staff Response: Standard met. The proposed land use will continue to have a positive effect on the zoning district by utilizing the available list of special uses within the B-3 Regional Shopping business district to fill an otherwise vacant tenant space.

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

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

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

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

Staff Response: Standard met. The proposed land use will bring an additional commercial activity to the community. Residents of the village will be provided with a convenient establishment to shop for the commodities offered by the establishment.

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

Staff Response: Standard met. There is no evidence that the proposed location is inappropriate for the proposed land use, so an alternative location would not be any more appropriate than the proposed location. The liquor store will continue in keeping with a retail trend already established by the other retail establishments at the property and along Rand Road.

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

Staff Report
APPLICATION PZC 2023-01

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Staff Response: Standard met: The tenant space is designed for retail use and offers an ideal location for the proposed land use. The liquor store will be established and operated in a manner to prevent any undue adverse effect on itself or on adjacent surrounding property in relation to its location, design and operation. All primary activities of the proposed use are to be conducted within the enclosed 1,700 square-foot tenant space.

RECOMMENDATION

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

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

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

Staff of the Community Development Department therefore recommends the approval of Application PZC 2023-01, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and Lake Liquors Business Plan dated November 16, 2022, and prepared by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. ALTA/ACSM Title Survey depicting the Site Plan of the subject property prepared by Bock & Clark's National Surveyors Network dated February 10, 2014.
 - d. Existing Floor Plan delineating the layout of the liquor store within the proposed tenant space, submitted on November 16, 2022.
 - e. Special Warranty Deed to the property recorded with the Lake County recorder as Document No 7921821 confirming ownership of the property.
 - f. Representations and statements contained within the Business License an Occupancy Application dated November 15, 2022.
2. Where and if required, noise attenuation measures shall be implemented to the satisfaction of the village staff to ensure that no extraordinary noise of the activity within the Applicant's tenant space is allowed to permeate the adjacent tenant spaces.
3. The proposed liquor store shall be established and operated in compliance with the provisions of Chapter 3, Article B entitled "Liquor Licenses" of Title 3 of the Lake Zurich Municipal Code. Additionally, all sales of tobacco and nicotine products shall be in

Staff Report
APPLICATION PZC 2023-01

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conformance with Chapter 3-2-18: Sales And Possession Of Tobacco Products also contained within Title 3 of the Lake Zurich Municipal Code.

4. The accessory sale of Tobacco and Alternative Nicotine Product (5993) is permitted within the tenant space, but only subject to the following conditions:
 - a. Such uses shall only be accessory to the land use that is otherwise permitted within Section 9-4-2: Permitted Uses: C. Retail Trade, OR Section 9-4-3: Special Uses: C. Retail Trade – explicitly to the proposed liquor store.
 - b. Such uses shall not occupy more than 10% of the floor area of the premises or 200 square feet, whichever is less.
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 - d. Such uses shall not include the establishment, operation or on-premise use of tobacco and alternative products within a smoking lounge.

5. All activity related to the operation of the business shall be conducted within the enclosed commercial tenant space within Lakeview Plaza Shopping center at parcel number 14-19-104-001. The special use constituting this liquor store:
 - a. Shall be located within the approximately 1,700 square feet of space within the retail shopping center addressed at 103 S Rand Road as depicted on the ALTA/ACSM Title Survey depicting the Site Plan of the subject property submitted by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma, dated November 16, 2022,
 - b. Shall be allowed to continue under successive ownership so long as the location, design and operation of the land use does not change
 - c. Shall not be allowed to relocate to any of the remaining tenant spaces within the multi-tenant shopping center known as Lakeview Plaza, and
 - d. Shall expire if this liquor store ceases operations at the subject property for a period of more than 1 year.

6. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully Submitted,

Sarosh Saher
 Community Development Director

Staff Report
APPLICATION PZC 2023-01

Community Development Department
PZC Hearing Date: January 18, 2023

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

103 SOUTH RAND ROAD
January 18, 2023

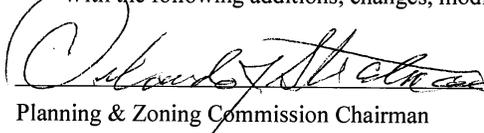
The Planning & Zoning Commission recommends approval of Application PZC 2023-01, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **January 18, 2023** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application, Cover Letter, and Lake Liquors Business Plan dated November 16, 2022, and prepared by Mr. Anil Kumar Nayi and Mr. Rajesh Sharma.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. ALTA/ACSM Title Survey depicting the Site Plan of the subject property prepared by Bock & Clark's National Surveyors Network dated February 10, 2014.
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3. The proposed liquor store shall be established and operated in compliance with the provisions of Chapter 3, Article B entitled "Liquor Licenses" of Title 3 of the Lake Zurich Municipal Code. Additionally, all sales of tobacco and nicotine products shall be in conformance with Chapter 3-2-18: Sales And Possession Of Tobacco Products also contained within Title 3 of the Lake Zurich Municipal Code.
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APPLICATION PZC 2023-01

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- c. Such uses shall be so designed, located, and advertised so as not to be visible or accessible except from the interior of such building (or tenant space) and within view and control of the manager of the premises at all times.
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 - b. Shall be allowed to continue under successive ownership so long as the location, design and operation of the land use does not change
 - c. Shall not be allowed to relocate to any of the remaining tenant spaces within the multi-tenant shopping center known as Lakeview Plaza, and
 - d. Shall expire if this liquor store ceases operations at the subject property for a period of more than 1 year.
6. 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 2023-01

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT A

LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1: LOT 1 IN THE FINAL PLAT OF LAKEVIEW SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1997 AS DOCUMENT 3960071 IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 23, 1997 AS DOCUMENT 3960072 FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING OVER LOT 2, SUBDIVISION AFORESAID, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS ONLY FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT RECORDED OCTOBER 17, 1985 AS DOCUMENT 2392687.

Parcels Involved: 14-19-104-001

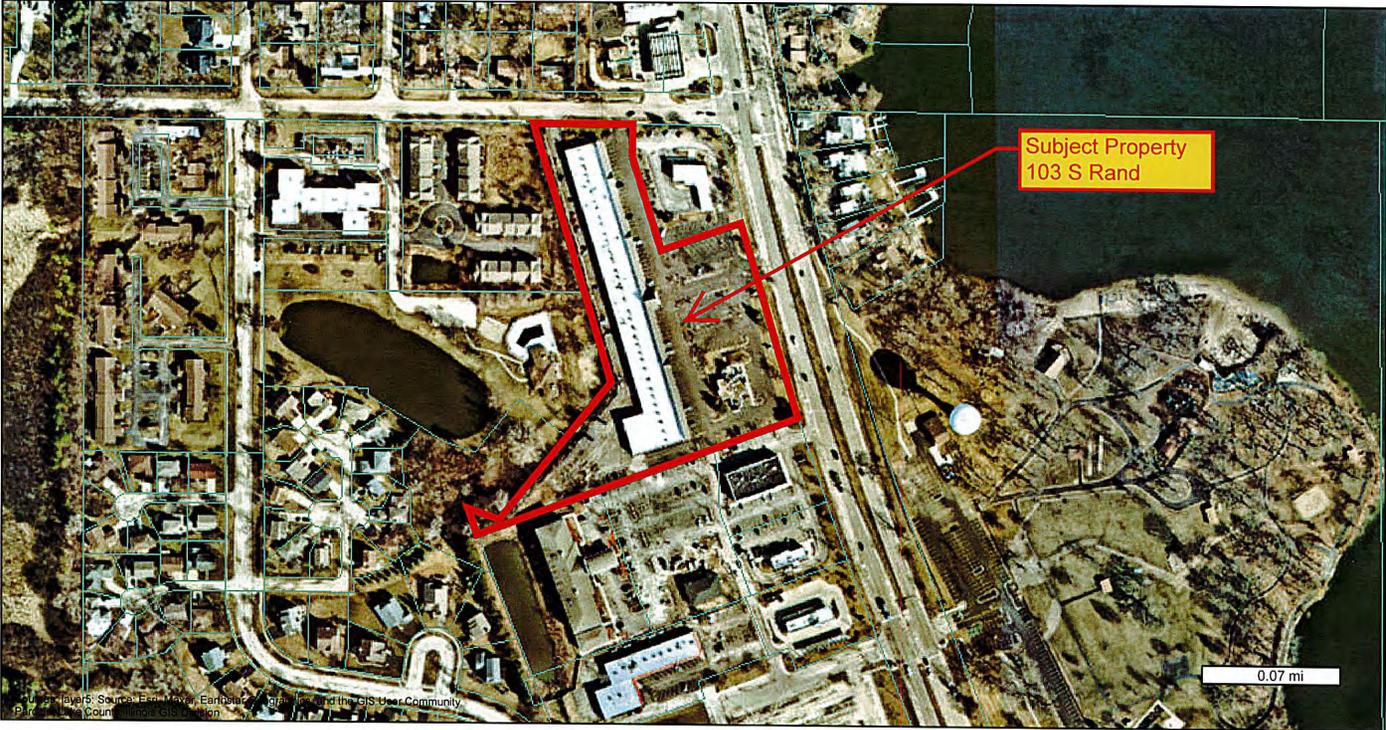
Staff Report
APPLICATION PZC 2023-01

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT B
PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY



Lake County, Illinois



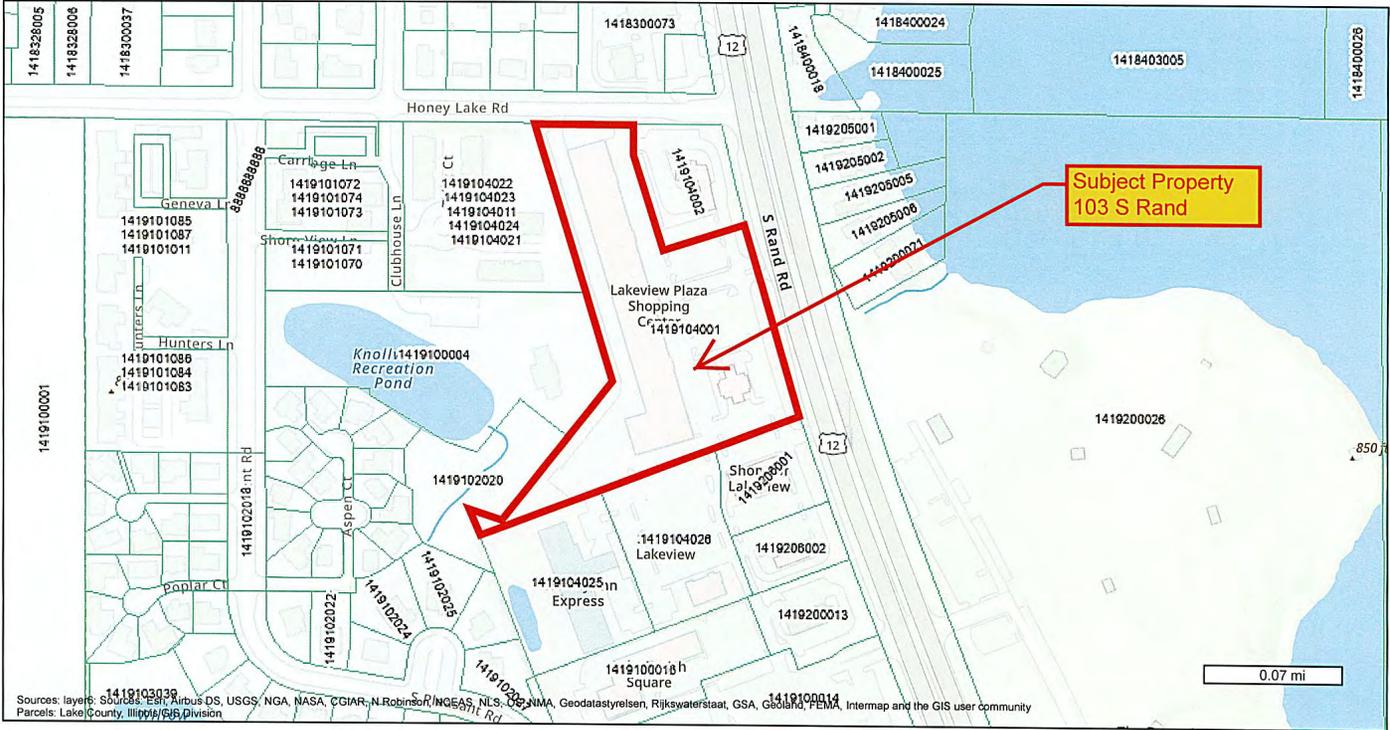




Lake County, Illinois | Map Printed on 1/12/2023 | Tax Parcel Lines | Tax Parcel Information

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.

Lake County, Illinois



Sources: layers: Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N. Robinson, NCEAS, NLS, US NIMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community
 Parcels: Lake County, Illinois GIS Division



Lake County, Illinois



Map Printed on 1/12/2023

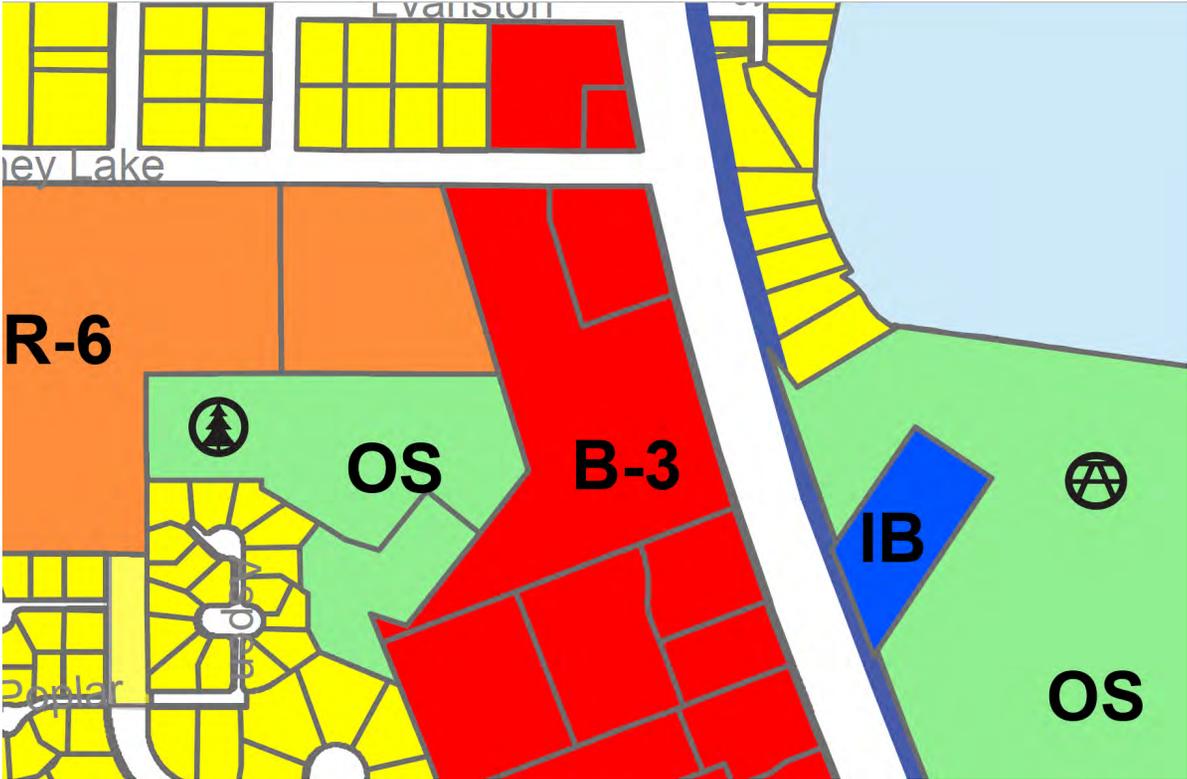


PIN Labels

- Tax Parcel Lines
- Tax Parcel Information

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Lake Zurich, Illinois
103 S Rand Road
Zoning Map





ZONING APPLICATION

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

(Please Type or Print)

1. Address of Subject Property: 103 S Rand Rd , Lake Zurich, IL 60047
2. Please attach complete legal description
3. Property Identification number(s): 1419104001
4. Owner of record is: Knapp Investments LLC Phone: 630-212-6587
 E-Mail dan@cambiumre.com Address: 1835 Knapp Dr, Crest Hill, IL 60403
5. Applicant is (if different from owner): Shree Ganesh21 LLC Phone: 219-229-2880
 E-Mail anil12009@gmail.com Address: 409 Caardinal dr, Bartlett IL 60103
6. Applicant's interest in the property (owner, agent, realtor, etc.): Tenent(Rental)
7. All existing uses and improvements on the property are: New Flooring, Paint, new walking coolers Shelvings as needed, business sing.
8. The proposed uses on the property are: Retailer for Liquor, Tobacco and food products
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.

Anilkumar Nayi
 (Name of applicant)

A. B. Dan
 (Signature of applicant)

Subscribed and sworn to before me this 10th day of November, 2022.

Nadine J. Gerling
 (Notary Public)

My Commission Expires 6/30/24



 (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 SIC Code: 592 Liquor Store in B-1
(See Section 19-103 of the Lake Zurich Zoning Code for specific standards.)

- Planned Unit Development/Major Adjustment/Amendment

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

- Variation for _____

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

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

- Preliminary Plat of Subdivision

- Final Plat of Subdivision or Amendment to Plat of Subdivision
(See Sections 10-5-2 and 10-5-9 of the Land Development Code for specific standards.)

- Site Plan Approval/Major Adjustment/Amendment
(See Section 20-103 of the Lake Zurich Zoning Code for specific standards.)

- Exterior Appearance Approval or Amendment
(See Section 21-103 of the Lake Zurich Zoning Code for specific standards.)

APPLICATION TO ANNEX CERTAIN TERRITORY

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

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

COMPREHENSIVE PLAN APPLICATION

- Comprehensive Plan **Map** Amendment for _____
- Comprehensive Plan **Text** Amendment for _____



Village of Lake Zurich Zoning Application Guide

IF APPLICABLE VILLAGE OF LAKE ZURICH NOTIFICATION AFFIDAVIT

I, Tim Verbeke, Rep
Village of Lake Zurich hereby certify as follows:

- I. That on the _____ day of, _____ 2022, affiant caused to be mailed in the Post Office of Lake Zurich, Illinois, copies of the attached Notice of Public Hearing to all listed taxpayers of real estate within 250 feet, excluding all Public Right of Way, of the subject property and to the owners or representatives of property listed as exempt.
2. That the parties to whom said notice was mailed are set forth on Page 15, Item #13 of this application.

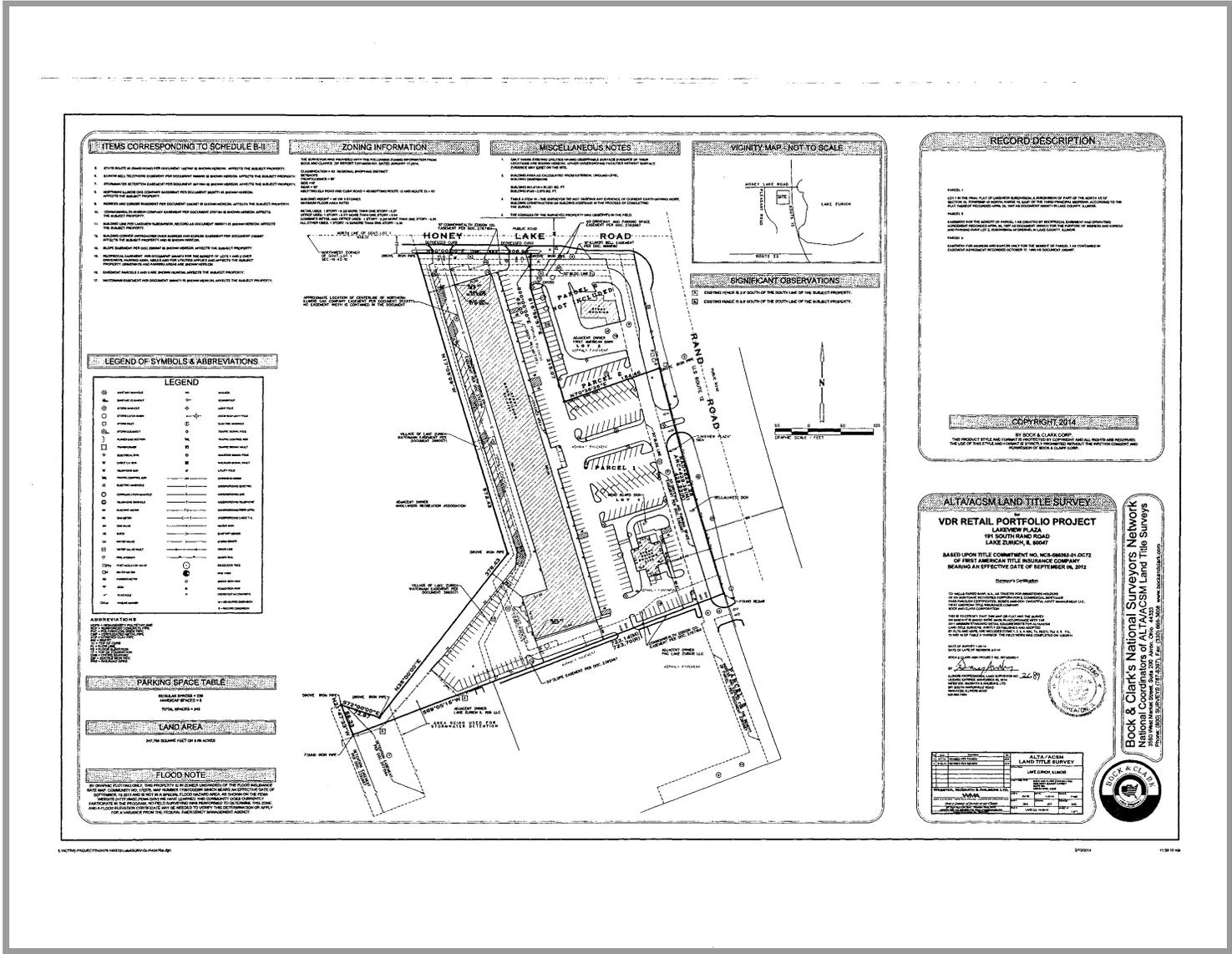
***Note: This is to be notarized and returned to Staff after notifications are mailed out.**

[Signature]
Signature

Subscribed and sworn to before me this 16th day of Nov, 2022.

[Signature] My Commission Expires 6/30/2024
(Notary Public)







LAKE LIQUORS BUSINESS PLAN

Prepared by: Anilkumar Nayi & Rajesh Sharma

Lakeview Plaza
103 South Rand Road
Lake Zurich, Illinois 60047

219-229-2880
Anil12009@gmail.com

EXECUTIVE SUMMARY

Lake Liquors will be a locally established retail liquor store located at 103 South Rand Road, Lake Zurich, Illinois 60047. The current use has been a vacant tenant space along with many others spaces at Lakeview Plaza. The tenant, Lake Liquors, is seeking approval from the Village of Lake Zurich for a special use permit for a Liquor Store in B-3 district. The developer and owner, Knapp Investments, have committed to investing in our space and the Plaza. For the vacant space, this includes Luxury Vinyl Plank flooring, painting and tailoring the space to fit our needs as a liquor store. For the Plaza, the facade renovations as shown above set for the Spring and the investment in generous tenant build out allowance to entice BBQ, Mexican and possibly Italian restaurants, coffee roaster, fitness center and barber shop will revitalize this Plaza to be the community's one stop shop.

The store is founded by Anilkumar Nayi, a IT savvy entrepreneur and manager in the retail industry, and Rajesh Sharma, 10-year veteran in the liquor store business. Our mission is to consistently seek out high-quality beer, wine and spirits to share with our customers and community and to offer these products in an optimal shopping environment; friendly, informative and convenient. Our vision is to be Lake Zurich's best private liquor store; passionately focused on craft products, value, exceptional service and sustainability.

Lake Liquors will carry spirits, beer, and wine to suit all budgets. We will have a wide selection of premium and standard liquor, craft and domestic beer, and a large assortment of red wine, white wine, sparkling wine, rose/blush wine, and champagne. Pricing will be on par with competitors and we will run monthly and weekly specials on select alcohol. *Lake Liquors* will also offer a membership club for frequent visitors to redeem points for discounted items. Surveys will be offered to keep with the beer and spirit needs of the local community. Lake Liquor will also use variety of social media platform with other possible digital marketing method.

SPECIAL USE PERMIT

Lake Liquors is seeking a special use permit in B-3 district. Our proposed use of a liquor store will be in harmony with the general purpose and intent of Lake Zurich's comprehensive plan. We will not have undue adverse impact on our neighbors, yet will provide an added value to be part of the one stop shop plaza. We will maintain a consistent aesthetically pleasing look with the rest of the Plaza. We will conduct strong ID verification and monitor the store for safety. We have ample parking at Lakeview Plaza to service our customers. We serve a strong value to the drivers in rush hour traffic to break for their future liquor needs. For customers who frequent the neighboring restaurants, will have an option to purchase additional liquor for home use before exceeding their limits.

PRODUCT OFFERING

The following are the products to be offered by *Lake Liquors*:

- Craft Beer (New flavors and varied brewing techniques)
- Domestic and International Beer (IPA, Lager, Pale Ale, Stout)
- Spirits (Bourbon, Gin, Rum, Scotch, Tequila, Vodka)
- Red wine (Cabernet Sauvignon, Pinot Noir, Malbec, Merlot, Zinfandel)
- White wine (Moscato, Chardonnay, Sauvignon Blanc, Pinot Grigio, Riesling)
- Champagne
- Sparkling wine
- Rose/Blush wine

CRAFT BEER



SPIRITS



WINE



CUSTOMER FOCUS

Lake Liquors will focus on the population of Lake Zurich and the daily travelers on Rand Road. The store will mainly service the local Lake Zurich residence from the residential neighbors surrounding the Plaza and the new townhouse development planned for the coming year. Lake Liquors will target residents (age group 21 and above) of Lake Zurich, IL.

MANAGEMENT TEAM

Anilkumar Nayi will primarily manage and operate the store day to day, while Rajesh Sharma will focus on maintaining his current distributor relationships and oversee the inventory, ordering, payroll and back up operations. The Management Team realizes the commitment it will take to ramp up and stabilize the business and is willing to work all 7 days the store will be open.

OPERATIONS

Projected Hours of Operation: 7 Days a week
 Sundays from ___am to ___pm
 Monday – Thursday from ___am to ___pm
 Friday – Saturday from ___am to ___pm

Number of Employees: 2 Full Time and 2 Parttime
 Number of Customers serviced per day: 55 Customers on average
 Vehicles parked at Site: 1-2 Employee and 2-3 Customers

MILESTONES

Lake Liquors will have the following milestones complete in the next three months.

- 12/15/2022 – Finalize lease agreement for storefront retail location
- 01/15/2023 – Landlord to build out leased space to tenant's specifications
- 01/15/2023 – Social media campaign begins
- 02/15/2023 – Certificate of Occupancy of retail space
- 02/16/2023 – First shipment of inventory arrives
- 03/01/2023 – Stocking and display of inventory in anticipation of the Grand Opening
- 03/17/2023 – Grand Opening of *Lake Liquors*

FINANCIAL PLANKey Revenue & Costs

The revenue drivers for *Lake Liquors* will be the alcohol items it will sell at the storefront retail location. Items sold will be a large assortment of beers, wine, and spirits.

The cost drivers will be the cost of the alcohol inventory. Rajesh will work with various alcohol distributors in order to find the best pricing while not sacrificing inventory selection or quality. Other cost drivers will be the rent, payroll, and overhead costs.

Funding Requirements and Use of Funds

Anilkumar Nayi & Rajesh Sharma will be investing \$300,000 in exchange for % equity ownership in *Lake Liquors*. In addition to the landlord's tenant improvements, the investment will be dedicated for leasehold improvements, design, working capital, and opening inventory.

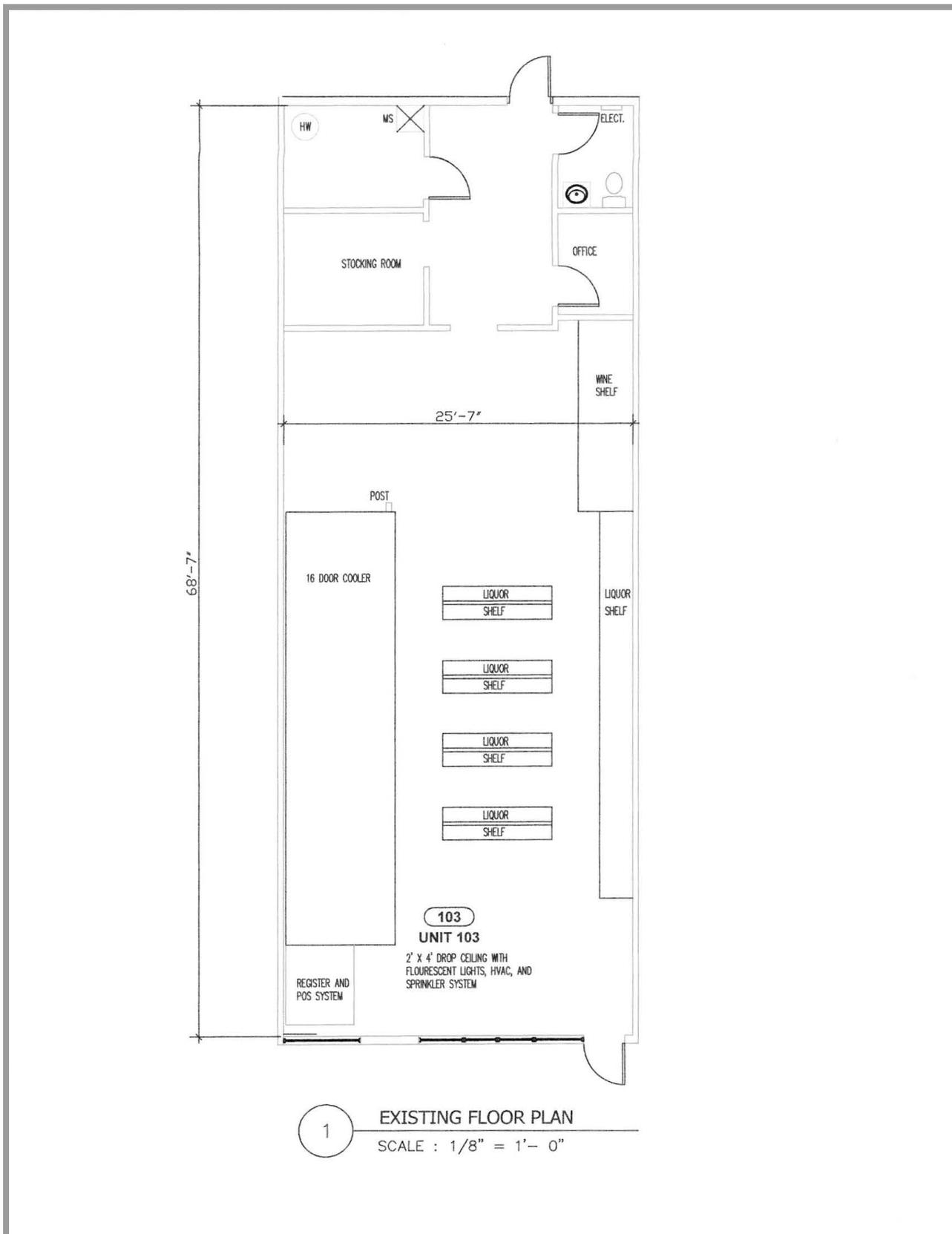
The breakout of the initial investment is below:

- Store design/furniture: \$25,000
- Equipment: \$75,000
- Opening inventory: \$200,000

Key Assumptions

The following outlines the key assumptions required in order to achieve the revenue and cost numbers in the financials and in order to pay off the startup business costs.

- Initial Number of Customers Per Day: 55
- Average Ticket per Customer: \$35.00
- Annual Lease: \$30,000



Type: DW
Recorded: 7/22/2022 2:51:30 PM
Fee Amt: \$6,885.00 Page 1 of 6
Receipt#: 202200054637
IL Rental Housing Fund: \$9.00
State Stamp Fee: \$4550.00
County Stamp Fee: \$2275.00
Lake County IL Recorder
Mary Ellen Vanderverter Recorder

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 19th day of July 2022, by and between **SDO Fund II D41, LLC**, a Florida limited liability company ("Grantor"), and Knapp Investments, LLC, a Missouri limited liability company ("Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Grantor, by these presents does REMISE, RELEASE, ALIEN and CONVEY unto Grantee, FOREVER, all of the real estate, situated in the County of Cook and State of Illinois known as and described on Exhibit "A" hereto.

File# 7921821

REAL ESTATE TRANSFER TAX	
County:	\$2,275.00
Illinois:	\$4,550.00
Total:	\$6,825.00
Stamp No:	0-107-342-928
Declaration ID:	20220704983244
Instrument No:	7921821
Date:	22-Jul-2022

Chicago Title *2000622171* ✓

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity of, in and to the above-described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Grantee, and its successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to those exceptions set forth on Exhibit "B" hereto.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its manager the day and year first above written.

** OF 1835 KNAPP ROAD
CREST HILL, DRIVE
60403*

SDO Fund II D41, LLC, a Florida limited liability company

By: *[Signature]*
Name: Orlando Garcia
Its: Authorized Signatory

SPECIAL WARRANTY DEED

THIS INDENTURE, made this 19th day of July 2022, by and between **SDO Fund II D41, LLC**, a Florida limited liability company ("Grantor"), and Knapp Investments, LLC, a Missouri limited liability company ("Grantee"), WITNESSETH, that the Grantor, for and in consideration of the sum of Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration in hand paid by Grantee, the receipt whereof is hereby acknowledged, and pursuant to authority of the Grantor, by these presents does REMISE, RELEASE, ALIEN and CONVEY unto Grantee, FOREVER, all of the real estate, situated in the County of Cook and State of Illinois known as and described on Exhibit "A" hereto.

Chicago Title *200062221171* ✓

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever, of the Grantor, either in law or equity of, in and to the above-described premises, with the hereditaments and appurtenances:

TO HAVE AND TO HOLD the said premises as above described, with the appurtenances, unto the Grantee, forever.

And the Grantor, for itself, and its successors, does covenant, promise and agree to and with the Grantee, and its successors, that it has not done or suffered to be done, anything whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it WILL WARRANT AND DEFEND, the said premises against all persons lawfully claiming, or to claim the same, by, through or under it, subject only to those exceptions set forth on Exhibit "B" hereto.

IN WITNESS WHEREOF, said Grantor has caused its name to be signed to these presents by its manager the day and year first above written.

*10 OF 1835 KNAPP ROAD
CREST HILL, DRIVE
60403*

SDO Fund II D41, LLC, a Florida limited liability company

By: _____
Name: Orlando Garcia
Its: Authorized Signatory

[Handwritten signature of Orlando Garcia]

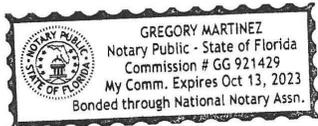
STATE OF FLORIDA)
) ss
COUNTY OF MIAMI-DADE)

I, the undersigned, a Notary Public in and for the above County and State, DO HEREBY CERTIFY that Orlando Garcia, personally known to me to be the Authorized Signatory of the limited liability company which is the grantor, to be the same person whose name is subscribed to the foregoing instrument appeared before me this day in person and acknowledged that they signed and delivered the instrument as his free and voluntary act, and as the free and voluntary act of the entity, for the uses and purposes set forth therein.

Dated: July 19th, 2022

[Signature]
Notary Public

My commission expires:
10/13/2023



This Instrument Prepared By:

Jeffrey S. Burns, Esq.
Markoff Leinberger LLC
134 N. LaSalle Street, Suite 1050
Chicago, IL 60602

After Recording Return to:

Paul Downing, Esq.
Trout Downing, LLC
2494 Santa Barbara Lane
Franklin, TN 37069

Send Subsequent Tax Bills To:

Knapp Investments, LLC
1835 Knapp Drive
Crest Hill, IL 60403

EXHIBIT A
LEGAL DESCRIPTION

PARCEL 1: LOT 1 IN THE FINAL PLAT OF LAKEVIEW SUBDIVISION, A SUBDIVISION OF PART OF THE NORTH 1/2 OF SECTION 19, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 23, 1997 AS DOCUMENT 3960071 IN LAKE COUNTY, ILLINOIS.

PARCEL 2: EASEMENT FOR THE BENEFIT OF PARCEL 1 AS CREATED BY RECIPROCAL EASEMENT AND OPERATING AGREEMENT RECORDED APRIL 23, 1997 AS DOCUMENT 3960072 FOR THE PURPOSE OF INGRESS AND EGRESS AND PARKING OVER LOT 2, SUBDIVISION AFORESAID, IN LAKE COUNTY, ILLINOIS.

PARCEL 3: EASEMENT FOR INGRESS AND EGRESS ONLY FOR THE BENEFIT OF PARCEL 1 AS CONTAINED IN EASEMENT AGREEMENT RECORDED OCTOBER 17, 1985 AS DOCUMENT 2392687.

Common Address: 41-193 South Rand Road, Lake Zurich, IL 60047

PIN: 14-19-104-001



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

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

BUSINESS LICENSE & OCCUPANCY APPLICATION

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

Check one of the following:

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

Other: _____

1. Business Name: Lake Liquors
2. Location/address: 103 S Rand Rd, Lake Zurich Business Phone: 219-229-2880
3. Business owner's name: Anilkumar Nayi & Rajesh Sharma Email: anil12009@gmail.com
4. Circle one: Single ownership, partnership, corporation, joint venture, other: _____
5. Property Owner Name: _____ Phone: 630-212-6587
6. Emergency Contact Name: Dan Shafron Address: 1835 Knapp Dr Crest Hill, phone: 630-212-6587
7. Type of business use (BE SPECIFIC) – if an office – what type of service, if retail, what products are sold, if manufacturing, what products, etc.

As retailer we will be seeling wide verity of packaged Liquor, Beer, Crafr beer, wine. Also we will be selling tobacco, Cigar, cigarettes and packaged snacks(Chips, Candy, cookies E.T.C), Ice bags, BBQ Charcole, soft drinks(Water, Soda, Pops, juice, coffee ETC), ATM, Lottry.

8. Employee/Building Data:

Total Number of Employees	2
Number of Toilet Rooms	1
Number of Exits	2
Total Square Footage of space	1820
Proposed Move In Date:	2/1/23
Parking Spaces Required	No

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

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

A. B. Nayi
 Signature – business owner/agent
 Responsible for above requirements

Anilkumar Nayi & Rajesh Sharma
 Printed name – business owner/agent

11/15/2022
 Date

Office Use Only: Zoning SIC#: _____ Approved _____ Denied _____
 Comments _____

Building and Zoning Signature: _____ Date: _____



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telsler Road
Lake Zurich, Illinois 60047

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

INDUSTRIAL WASTEWATER QUESTIONNAIRE

Facility Name: Lakeview Plaza

Facility Address: 103 S. Rand Rd, Lake Zurich, IL 60047

Telephone Number: 630-212-6587

Facility Representative: Knapp investments LLC

Describe the type of business activity at this location:

Retail liquor, wine and craft Beer Store

Number of employees: 2 Days of operation: 7 days a week
Hours of operation: 8am to Midnight

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

Does this facility generate any wastewater from any manufacturing process?
Yes No

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

Does this facility have a grease trap? Yes No
If yes, how many? _____

Name of person completing this report: Anilkumar Nayi

Title: Co-owner

For Office Use Only

Date Received: _____

Further Action Necessary: _____

Reviewed By: _____ Date: _____



At the Heart of Community

FIRE DEPARTMENT
Fire Prevention Bureau

1075 Old McHenry Road
Lake Zurich, Illinois 60047

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

OCCUPANCY DIRECTORY / EMERGENCY CONTACTS
FAX BACK TO FIRE PREVENTION BUREAU 847-550-1779
OR EMAIL TO: FIRE.BUREAU@LAKEZURICH.ORG

Date: 11/16/2022
 Name of Business: Lake Liquors
 Business Address: 103 S Rand Rd, Lake Zurich IL 60047
 Business Phone: 219-229-2880
 Business Email: anil12009@gmail.com
 Business Owner: Anilkumar Nayi After Hrs Phone: 219-229-2880
Building Owner: Knapp investments LLC **Phone:** 630-212-6587
Building Owner Mail Address: 1835 Knapp Dr
City: Crest Hill **State:** IL **Zip:** 60403
Building Owner Email: dan@cambiumre.com

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

Name: _____ Primary Phone: _____
 _____ Secondary Phone: _____
 Name: Anilkumar Nayi Primary Phone: 219-229-2880
 _____ Secondary Phone: _____
 Name: Bhavesh Sharma Primary Phone: 773-587-1830
 _____ Secondary Phone: _____



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

AGENDA ITEM

6K

MEMORANDUM

Date: February 1, 2023

To: Ray Keller, Village Manager *RK*

From: Michael Duebner, Management Services Director

Subject: Liquor License Issuance & License Audit

Issue: Tako Chido, LLC located at 41 S Rand Road has requested a full-service restaurant Class-A Liquor License for the dispensing of alcoholic beverages.

Analysis: Tako Chido, LLC completed the application, submitted documentation and passed the background check for issuance of a Class-A Liquor License for dispensing of alcoholic beverages. The liquor license will be issued to the business when buildout is near completion and a date of occupancy has been set.

A post 2022/23 renewal season license audit was completed, and the number of licenses issued may be amended at this time.

Recommendation: Consideration and approval of the proposed ordinance to issue a Class-A Liquor License to Tako Chido, LLC and amend the number of liquor and video gaming licenses issued.

w/Attachments: Ordinance issuing a Class-A license and amending the license counts.

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2023-02-497

ORDINANCE AMENDING TITLE 3 OF CHAPTER 3 OF THE VILLAGE OF LAKE ZURICH MUNICIPAL CODE TO INCREASE AUTHORIZED CLASS – A RESTAURANT FULL SERVICE LIQUOR LICENSES FOR TAKO CHIDO LLC AT 41 SOUTH RAND ROAD

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

SECTION 1: The number of **Class A – Restaurant Full Service** liquor licenses authorized by section 3-3b-14 of Chapter 3 of Title 3 of the Village Code of the Village of Lake Zurich is hereby **increased** by one for **Tako Chido. LLC** located at **41 South Rand Road** in accordance with the Village Code of the Village of Lake Zurich. Issuance of the license is subject to the approval and action of the Local Liquor Commissioner of the Village of Lake Zurich.

SECTION 2: If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

SECTION 4: That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

SECTION 5: That Section 3-3B-14 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled “NUMBER OF LICENSES” be and is hereby further amended with the corresponding number of licenses in each class, shown with bold letters with underscoring below:

314495_1

Class	Description	Maximum Number Issued
A	Restaurant Full Service	17 18
A-1	Restaurant Outdoor Café Full Service	14
B	Retail Sales and Delivery	15
B-1	Annual Tasting Add-On	3
B-2	Single Event Add-On	0
C	Retail Sales Convenience	7
E	Club	1
F	Single Private Event	0
G	Single Public Event	0
G-1	Multiple Public Event	1
H	Complimentary Dispensing of Beer & Wine	1
I	Indoor Interactive Sports Facilities	1
K	Gift Boutique	0
M	BYOB Corkage	0
N	Craft Distillery	1
O	Off-Site Catering	0
P	Craft Brewery	2
R	Outdoor Concession / Beer Garden	1
V	Video Gaming	15
W	Boutique Wine & Sparking Beverage	1
Y	Brew Pub	0

ADOPTED this _____ 6th of February, 2023 by the following vote:

Ayes: _____

Nays: _____

Absent: _____

APPROVED by the Mayor on this ____ day of February, 2023

Tom Poynton, MAYOR

Kathleen Johnson, VILLAGE CLERK

314495_1



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

GENERAL ATTACHMENT
7A

MEMORANDUM

Date: February 6, 2023

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

**Re: Zoning Application for 377 North Rand Road
"Station 52" Truck Company Bar and Grill
Special Use Permit**

Issue: Mr. Kristopher Schoenberger, representing Stone Cold Stunner LLC, (the "Applicant"), has filed a zoning application for the property at 377 North Rand Road (the "Subject Property"). Specifically, the applicant is seeking:

- Special Use Permit approval for the establishment of outdoor seating accessory to permitted eating places, live entertainment accessory to permitted eating places, building materials and exterior lighting within the B-1 Local Community Business District.

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

- Expand the Village's role as a major regional economic hub in Lake County
- Continue Route 12 Corridor Development
- Become more business friendly and customer oriented

Analysis: The property is located at the northwest corner of North Rand Road and Ravinia Terrace and North Old Rand Road. The previous restaurant at this location was operated as "Fritzl's" restaurant for the past 37 years.

The Applicant is also the owner and operator of BBQ's Productions Bar and Grill located immediately adjacent to the north at 405 North Rand Road.

Special Use Permit – 377 N. Rand Road – Station 52 Restaurant
February 6, 2023

The Applicant proposes to demolish the interior of the former Fritzl's restaurant space and rebuild to suit the new restaurant layout and theme. The existing exterior walls of the building will be the only original features of the building that will be reused. The facades will be redesigned in the new theme which will also change the roof line of the original building. Most site features will remain. The use of the pre-existing non-conforming parking lot and access points to the property to be able to maximize the use of the land. The parking lot will be repaved and re-striped. Additional landscape material will be added.

The property will receive new landscape material along its frontage with Rand Road and Ravinia Terrace. Additionally, 12 spaces along the rear lot line will be removed to provide for a new landscape area planted with trees and shrubs to provide additional screening for the residential properties to the rear. Parking will be provided in conformance with the requirements of the code. The Applicant currently owns the Subject Property and the property to the north at 405 North Rand Road which is operated as BBQ's Productions Bar and Grill. The Applicant intends to provide vehicular connection between the two properties to facilitate access and shared parking.

Hours of operation of the restaurant facility are Monday – Thursday 11:00 a.m. – 10:00 p.m., Friday and Saturday 8:00 a.m. to midnight and Sunday 11:00 a.m. to 10:00 p.m. Outdoor dining will be offered between May and October of each year.

The Special Use Permits requested are for outdoor seating, live entertainment, exterior building materials and exterior design lighting. A detailed evaluation of each special use and features along with a summary of the project can be found in the Staff Report that was provided to the Planning and Zoning Commission, which is made a part of the attached Ordinance.

The Planning and Zoning Commission (PZC) held public hearing on January 18, 2023, to consider the application and did not receive any comment or objection to the application. Following the close of the hearing, the PZC voted 5-0 in favor of recommending approval of the Special Use Permit. The PZC added two additional conditions for approval relate to overflow parking. The video stream from the PZC meetings can be accessed via the following links:
<https://play.champds.com/lakezurichil/event/76>

Recommendation: At their meeting on January 18, 2023, the Planning and Zoning Commission recommended approval of the Special Use Permit incorporating the conditions for approval provided by staff in its report and adding the following additional conditions:

1. Overflow parking shall not impact neighboring adjacent streets.
2. Formalize an agreement between the neighboring orthodontic business and proposed Station 52 Restaurant regarding overflow parking prior to Village Board approval.

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

Special Use Permit – 377 N. Rand Road – Station 52 Restaurant
February 6, 2023

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application and Cover Letter and description dated December 14, 2022, prepared by Kristopher Schoenberger representing Stone Cold Stunner, LLC.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Proof of ownership by Stone Cold Stunner, LLC and its manager Kristopher Schoenberger dated September 8, 2022.
 - d. ALTA/NSPS Land Title Survey and additionally depicted with paving prepared by Heritage Land Consultants LLC dated January 12, 2021.
 - e. Building Elevations, received on December 15, 2022, prepared by Kristopher Schoenberger depicting the exterior building lighting locations on the south, east and north elevations.
 - f. Photos of the existing south and southeast elevations, and proposed floor plan depicting the existing location of the outdoor seating area.
 - g. Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
 - h. Rendered Landscape Development Plan prepared by A.M. Woodland dated November 8, 2022 (“Landscape Plan”).
 - i. Lighting and Controls Plan prepared by KSA dated November 28, 2022.
 - j. Lighting Specifications for Durite Pro Series lighting fixtures to be used for the accenting lighting on the restaurant building facades.
 - k. Information and specifications of LP Building Products provided by the Applicant with examples of its Application.
2. The Applicant shall submit any proposals for site and building signage or branding to the Village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.
3. The live entertainment shall be conducted within the interior of the restaurant building on the Subject Property. At no time shall live entertainment be conducted in areas outside of the restaurant building such as parking lots, driveways and patios.
4. The illumination levels for the parking lot and site lighting shall not exceed 0.5 foot-candles along the periphery of the Subject Property. Additionally, the maximum illumination on any portion of the Subject property shall not exceed 10 foot-candles.
5. The accent lighting shall be restricted to the lighting and colors installed on the restaurant building. The lighting shall be designed to direct light in a downward direction to illuminate the immediately adjacent wall and ground and shall not negatively impact surrounding residential property. The illumination shall be steady and not depict any flashing, movement or other attention getting display or configuration.

Special Use Permit – 377 N. Rand Road – Station 52 Restaurant
February 6, 2023

6. The building materials shall be installed on the restaurant building as depicted on the Architectural Elevations Sheet 9/18 contained within the Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
7. The Landscape Plan shall include, but not be limited to a landscape buffer to the west to be planted with a combination of evergreen trees and shrubs to provide a year-round screening of the Subject Property land use and activity from the adjacent residential property to the west.
8. The existing 12 parking spaces located on the south side of the restaurant building that encroach into the Ravinia Terrace right-of-way deemed to be lawful nonconforming spaces were constructed when such features were allowed. These spaces shall be allowed to be retained to meet the requirement for parking and shall be maintained by the Owner through an encroachment agreement undertaken with the Village.
9. Overflow parking shall not impact neighboring adjacent streets. Owner also owns adjacent property to the north at 405 North Rand Road and can utilize that property for shared access and parking. Should the property to the south at 325 North Rand Road be utilized for overflow parking, Owner shall formalize an agreement between the property owner at 325 North Rand Road and proposed Station 52 Restaurant to accommodate overflow parking submitted to the Village prior to approval of a temporary or final Certificate of Occupancy.
10. The special use constituting the establishment known as “Station 52 Truck Company Bar and Grill” shall be located within and associated with the restaurant building on the Subject Property addressed at 337 North Rand Road and shall be allowed to continue under successive ownership, so long as the general location, design and operation of the approved land uses are in substantial conformance with the approvals and conditions granted by this ordinance. Such Special Use Permit approvals shall expire if this restaurant use ceases operating at the property for a period of more than 365 days.
11. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
 - Approval Ordinance including the following exhibits
 - Exhibit A – Legal description of the subject property
 - Exhibit B – January 18, 2023 staff reports and planning and zoning commission recommendation/conditions and accompanying documentation

● Page 4

ORDINANCE NO. 2023-_____ - _____



**AN ORDINANCE APPROVING A SPECIAL USE PERMIT
 “Station 52” Truck Company Bar and Grill, 377 North Rand Road**

WHEREAS, Stone Cold Stunner LLC, represented by Mr. Kristopher Schoenberger is the applicant and owner (“Applicant” and “Owner”) for a special use permit for the property at 377 North Rand Road (“Subject Property”) and legally described in Exhibit A hereto; and

WHEREAS, the Subject Property is located within the Village’s B-1 Local Community Business District; and

WHEREAS, Applicant currently owns the BBQ’s Productions Bar and Grill restaurant use immediately adjacent to the north of the Subject Property; and

WHEREAS, Applicant proposes to demolish the interior of the former “Fritzl’s” restaurant space and rebuild to suit this proposed new restaurant layout and theme, with new perimeter landscaping; and

WHEREAS, most current site features will remain, with the pre-existing non-conforming parking lot and access points to the property continuing to be used, with a reduction of parking spaces and enhanced landscaping along the rear lot line which adjoins residential properties; and

WHEREAS, Applicant wishes to establish a restaurant bar and grill at the Subject Property as described in the preceding paragraph, such use being classified a permitted uses in the B-1 Local Community Business District; and

WHEREAS, Applicant wishes to operate such restaurant bar and grill at the Subject Property for the hours of operation stated in their Application as Monday – Thursday 11:00 a.m. – 10:00 p.m., Friday and Saturday 8:00 a.m. to midnight and Sunday 11:00 a.m. to 10:00 p.m., and to offer outdoor dining between the months of May and October of each year; and

WHEREAS, Applicant seeks special use permit approvals to provide outdoor seating, live entertainment, use certain exterior building materials and exterior design lighting on the Subject Property; and

WHEREAS, the Applicant has filed zoning application PZC 2023-02, dated December 14, 2022 (the "Application") seeking the approval of the following:

- Special Use Permit approval for the establishment of outdoor seating accessory to permitted eating places, live entertainment accessory to permitted eating places, building materials and exterior lighting within the B-1 Local Community Business District ("Special Use Permits").

WHEREAS, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on December 24, 2022, in The Daily Herald, and the Village posted a public hearing sign on the Subject Property, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission ("PZC") on January 18, 2023, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC received and considered the report dated January 18, 2023, of the Community Development Department, setting forth the background information and the evaluation, findings and recommendations regarding the Application, based on the applicable standards of the Village Code ("STAFF REPORT"), which was provided to the PZC for the meeting, addressing the request for approval of said Special Use Permits to allow for the establishment and operation of outdoor seating accessory to permitted eating places, live entertainment accessory to permitted eating places, the use of certain building materials and exterior lighting at the Subject Property in the B-1 Local Community Business District; and

WHEREAS, the PZC considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees approve the Special Use Permits requested in this Application, subject to those conditions of approval recommended by Village staff in the STAFF REPORT; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Zurich met on February 6, 2023, and considered the findings and recommendations of the PZC, including the STAFF REPORT dated January 18, 2023, all consisting of 12 pages, said required zoning standards, findings and recommendations attached hereto as Exhibit B and having considered all of the facts and circumstances affecting the Application and these recommended approvals, the Mayor and Board of Trustees have determined that the applicable standards related to these special use approvals have been met.

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

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

SECTION 2: GRANT OF SPECIAL USE PERMITS. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 4 (Section 9-4-3) and Chapter 19 (Sections 9-19-3 through 9-19-5) of the Lake Zurich Zoning Code, hereby grant the following approval, based on the STAFF REPORT dated January 18, 2023, and final findings and recommendations of the PZC dated, all consisting of 12 pages, attached hereto as **Exhibit B**, and submitted as part of the zoning application:

- Special Use Permit approval for the establishment of outdoor seating accessory to permitted eating places, live entertainment accessory to permitted eating places, building materials and exterior lighting, all for the Subject Property, within the B-1 Local Community Business District as described as follows:
 1. *Outdoor seating:* The Subject Property currently contains an outdoor dining area, which will continue to be used. The area used for outdoor dining will stay the same and in the same location.
 2. *Live Entertainment:* The Applicant proposes to offer live music within the restaurant building. This activity is proposed to take place within the southwest portion of the interior of the building in a space that will be designed with a small stage. Live entertainment can be offered during the stated hours of operation.
 3. *Exterior Building Materials:* The Applicant proposes the use of LP Smart Siding on the exterior of the restaurant building. Such siding will be used along with brick to give the restaurant building a modern industrial look.
 4. *Exterior Design Lighting:* The Applicant proposes the use of accent lighting on portions of the North, East, and South elevations of the restaurant building on the Subject Property. The lighting will be installed below the eaves of the building using soft red lighting consisting of RGB LED modules as accent colors. No lighting will be installed along the west elevation, which faces the adjacent residential property.

And subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application and Cover Letter and description dated December 14, 2022, prepared by Kristopher Schoenberger representing Stone Cold Stunner, LLC.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Proof of ownership by Stone Cold Stunner, LLC and its manager Kristopher Schoenberger dated September 8, 2022.

- d. ALTA/NSPS Land Title Survey and additionally depicted with paving prepared by Heritage Land Consultants LLC dated January 12, 2021.
 - e. Building Elevations, received on December 15, 2022, prepared by Kristopher Schoenberger depicting the exterior building lighting locations on the south, east and north elevations.
 - f. Photos of the existing south and southeast elevations, and proposed floor plan depicting the existing location of the outdoor seating area.
 - g. Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
 - h. Rendered Landscape Development Plan prepared by A.M. Woodland dated November 8, 2022 ("Landscape Plan").
 - i. Lighting and Controls Plan prepared by KSA dated November 28, 2022.
 - j. Lighting Specifications for Durite Pro Series lighting fixtures to be used for the accenting lighting on the restaurant building facades.
 - k. Information and specifications of LP Building Products provided by the Applicant with examples of its Application.
2. The Applicant shall submit any proposals for site and building signage or branding to the Village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.
 3. The live entertainment shall be conducted within the interior of the restaurant building on the Subject Property. At no time shall live entertainment be conducted in areas outside of the restaurant building such as parking lots, driveways and patios.
 4. The illumination levels for the parking lot and site lighting shall not exceed 0.5 foot-candles along the periphery of the Subject Property. Additionally, the maximum illumination on any portion of the Subject property shall not exceed 10 foot-candles.
 5. The accent lighting shall be restricted to the lighting and colors installed on the restaurant building. The lighting shall be designed to direct light in a downward direction to illuminate the immediately adjacent wall and ground and shall not negatively impact surrounding residential property. The illumination shall be steady and not depict any flashing, movement or other attention getting display or configuration.
 6. The building materials shall be installed on the restaurant building as depicted on the Architectural Elevations Sheet 9/18 contained within the Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.

7. The Landscape Plan shall include, but not be limited to a landscape buffer to the west to be planted with a combination of evergreen trees and shrubs to provide a year-round screening of the Subject Property land use and activity from the adjacent residential property to the west.
8. The existing 12 parking spaces located on the south side of the restaurant building that encroach into the Ravinia Terrace right-of-way deemed to be lawful nonconforming spaces were constructed when such features were allowed. These spaces shall be allowed to be retained to meet the requirement for parking and shall be maintained by the Owner through an encroachment agreement undertaken with the Village.
9. Overflow parking shall not impact neighboring adjacent streets. Owner also owns adjacent property to the north at 405 North Rand Road and can utilize that property for shared access and parking. Should the property to the south at 325 North Rand Road be utilized for overflow parking, Owner shall formalize an agreement between the property owner at 325 North Rand Road and proposed Station 52 Restaurant to accommodate overflow parking submitted to the Village prior to approval of a temporary or final Certificate of Occupancy.
10. The special use constituting the establishment known as "Station 52 Truck Company Bar and Grill" shall be located within and associated with the restaurant building on the Subject Property addressed at 337 North Rand Road and shall be allowed to continue under successive ownership, so long as the general location, design and operation of the approved land uses are in substantial conformance with the approvals and conditions granted by this ordinance. Such Special Use Permit approvals shall expire if this restaurant use ceases operating at the property for a period of more than 365 days.
11. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS. The findings, conditions and recommendations as set forth in the STAFF REPORT dated January 18, 2023, and the PZC recommendations, all consisting of 12 pages, along with the filings provided to the PZC, Chapter 4 (Section 9-4-3) and Chapter 19 of the Lake Zurich Zoning Code, are hereby accepted as the Board's own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

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

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

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

PASSED THIS _____ day of February, 2023.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of February, 2023.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal description of the Subject Property

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RAVINIA TERRACE IN ZURICH HEIGHTS GOLF CLUB ESTATES," A SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 18 AT A POINT 433 EAST OF THE WEST LINE OF FAIRWAY ROAD, THENCE NORTH PARALLEL TO THE WEST LINE EXTENDED NORTH OF SAID FAIRWAY ROAD, 127 FEET; THENCE EAST PARALLEL TO THE SAID NORTH LINE OF RAVINIA TERRACE 129 FEET TO THE WEST LINE OF U.S. ROUTE NO. 12; THENCE SOUTH ALONG THE SAID WEST LINE OF U.S. ROUTE NO. 12, 127 FEET TO SAID NORTH LINE OF RAVINIA TERRACE; THENCE WEST ALONG SAID NORTH LINE OF RAVINIA TERRACE, 131 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 AND 2 IN G AND L SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1529204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES, 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 86.49 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 46 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.64 FEET TO THE POINT OF BEGINNING).

Parcels Involved: 14-18-300-075

EXHIBIT B

January 18, 2023 staff reports and PZC recommendation/conditions and
accompanying documentation



At the Heart of Community

COMMUNITY SERVICES DEPARTMENT
Building and Zoning Division

505 Telsler Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2023-02
PZC Hearing Date: January 18, 2023

AGENDA ITEM 4.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: January 18, 2023
Re: PZC 2023-02 – 377 North Rand Road – “Station 52” Truck Company Bar and Grill
Special Use Permit

SUBJECT

Mr. Kristopher Schoenberger, representing Stone Cold Stunner LLC, (the “Applicant” and “Owner”) proposes to remodel and re-establish a restaurant at the property commonly known as 377 North Rand Road. The Applicant requests a Special Use permit for outdoor seating, live entertainment, building materials and exterior lighting at the property located within the B-1 Local Community Business district.

GENERAL INFORMATION

Requested Action: Special Use Permit
Current Zoning: B-1 Local Community Business District
Current Use: Vacant restaurant building
Property Location: 377 North Rand Road
Applicant and Owner: Kristopher Schoenberger representing Stone Cold Stunner LLC
Staff Coordinator: Tim Verbeke, Planner

Staff Report
APPLICATION PZC 2023-02

Community Development Department
PZC Hearing Date: January 18, 2023

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. Kristopher Schoenberger, representing Stone Cold Stunner LLC, (the “Applicant” and “Owner”), wishes to establish a new restaurant at the property at 377 North Rand Road, and legally described in Exhibit A attached hereto (the “Subject Property”). The property and building were operated by Fritzl’s European Restaurant & Pub (Fritzl’s) for the past 37 years.

The Applicant filed an application with the Village of Lake Zurich received on December 15, 2022 (the “Application”) seeking:

- Special Use Permit approval for the establishment of outdoor seating accessory to permitted eating places, live entertainment accessory to permitted eating places, building materials and exterior lighting within the B-1 Local Community Business District.

The Subject Property is located within the Village’s B-1 Local Community Business District. The property is located at the northwest corner of North Rand Road and Ravinia Terrace and North Old Rand Road. The previous restaurant at this location was operated as “Fritzl’s” restaurant for the past 37 years.

The Applicant is also the owner and operator of BBQ’s Productions Bar and Grill located immediately adjacent to the north at 405 North Rand Road.

Proposal

The Applicant proposes to demolish the interior of the former Fritzl’s restaurant space and rebuild to suit the new restaurant layout and theme. The existing exterior walls of the building will be the only original features of the building that will be reused. The facades will be redesigned in the new theme which will also change the roof line of the original building. Most site features will remain. The use of the pre-existing non-conforming parking lot and access points to the property to be able to maximize the use of the land. The parking lot will be repaved and re-stripped. Additional landscape material will be added.

The 12 parking spaces that are currently located along the west lot line will be set back between approximately 11 and 12 feet from the lot line to add an area for landscape material that will serve as a buffer between the Subject Property and the adjacent residential property to the west. The

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landscape area will also return permeable area to the property that is currently paved from lot line to lot line. Additionally, portions of the frontage of the property along Rand Road and Ravinia Terrace will also be designed with landscape material containing a combination of trees and shrubs.

Parking will be maintained in conformance with the requirements of the parking code. The requirement for parking is 1 space for each 3 persons of design capacity, for a total maximum load of 238 occupants. The number of spaces required by code is 80. The developer is proposing 80 spaces on the property. However, it should be noted that the proposed actual occupant load for the building is proposed at 223.

The Applicant currently owns the Subject Property and the property to the north at 405 North Rand Road which is also operated as a bar and grill. By virtue of unified control of both properties, the Applicant is proposing to provide a vehicular connection between the two properties. The connection will allow for sharing of parking spaces and also provide traffic from the property at 405 North Rand Road the ability to access Ravinia Terrace and onwards to its intersection with Rand Road to travel in a northbound direction.

The interior of the building will be completely reconfigured to provide for a bar, restaurant, banquet room and kitchen space. An outdoor patio and dining area will be located on the south side of the building at the same location of the previous outdoor seating for Fritzl's. Only the main 1st floor of the building will be used as the 2nd floor will be demolished to accommodate the new flat roof line. The existing basement area will be used for storage.

The site is proposed to be illuminated with standard parking lot lighting fixtures. The maximum illumination on all portions of the interior of the site meet the requirements of the code. In particular, the illumination along the common lot lines with residences to the west is set at 0.1-foot candle.

Pursuant to public notice published on December 24, 2022, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for January 18, 2023, to consider the Application. The Village also posted a public hearing sign on the Subject Property (Exhibit B).

Analysis

It should be noted that the primary uses at the property, namely the restaurant (Eating places (5812)), the bar area (Drinking places (5813) accessory to permitted eating places) are permitted to be established on the property by right. The Applicant is currently conducting interior demolition work at the property to begin the interior buildout of the building.

However, the following requested uses, activities, features, and materials are being requested, which are either classified as special uses, or require conditions that will accompany this special use permit:

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1. *Outdoor seating:* The property currently has an outdoor dining area, which will continue to be used. The area used for outdoor dining will stay the same and in the same location. The location and design of this component use will be formalized by the Special Use Permit.
2. *Live Entertainment:* The Applicant proposes to occasionally offer live music within the restaurant. This activity is proposed to take place within the southwest portion of the interior of the building in a space that will be designed with a small stage. Live entertainment will be offered during the stated hours of operation.
3. *Exterior Building Materials:* The code requires that all new commercial buildings be clad entirely in masonry materials. There are exceptions for existing buildings that are proposed to be remodeled. The Applicant is requesting the use of LP Smart Siding on the exterior of the building. LP smart siding will be used along with brick to give the building a modern industrial look. The shell of the building will continue to remain constructed with concrete masonry unit block walls that will be clad with the brick and the LP Smart Siding. The goal of this material combination is to portray the look of a modern style firehouse. The design and application of the building materials will be formalized by the Special Use Permit.
4. *Exterior Design Lighting:* Accent lighting is proposed on portions of the North, East, and South elevations. The lighting is proposed below the eaves of the building using soft red lighting consisting of RGB LED modules as accent colors. According to the Applicant, "...the Red lighting represents the red from Firemen and First Responders, as a memorial to Men and Woman in the fire Service as active Duty or who have passed away in the line of duty." No lighting is proposed along the west elevation, which faces the adjacent residential property. While this type of lighting is allowed, its unique and specific design and application will be formalized by the Special Use Permit.

Hours of operation of the restaurant facility are Monday – Thursday 11:00 a.m. – 10:00 p.m., Friday and Saturday 8:00 a.m. to midnight and Sunday 11:00 a.m. to 10:00 p.m. Outdoor dining will be offered between May and October of each year.

Staff offers the following additional information:

- A. **Courtesy Review.** Due to the low impact of this project and its location along the Rand Road commercial corridor where such uses are traditional and customary, courtesy review was not recommended.
- B. **Zoning History.** The Subject Property was platted in 1971 to allow for the construction of a building in 1975. Fritzl's acquired the property in the early 1980s and completed an expansion of the building and parking lot for the new restaurant that commenced operation in 1986. The restaurant has been continuously operated at this location since that time, up until September of 2022 when it closed and the Applicant acquired the property. The property has been zoned within a commercial zoning classification since its development. It is currently zoned within the B-1 Local Community Business district.

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- C. Surrounding Land Use and Zoning.** The subject property is located on Route 12, which is a major commercial arterial. The land immediately to the north is zoned within the B-3 Regional Shopping district and improved with a restaurant owned and operated by the Applicant – BBQ'd Productions Bar and Grill. The property to the west is zoned R-5 single-family district and improved with a single-family home. To the Subject Property's northwest corner is a village-owned open space that is located at the end of the cul-de-sac of Betty Drive and zoned within the OS Open Space district. Properties to the south and east are zoned within the B-1 Local Community Business District and improved with a mix of commercial uses to the south and the recently completed Lifetime Fitness facility to the east.
- D. Trend of Development.** The subject property is located along the thriving Route 12 / Rand Road commercial corridor that traverses the northern side of the Village. The accessibility and high visibility from a major north-south arterial such as Route 12 makes the Subject Property desirable for its proposed use.
- E. Zoning District.** Three (3) zoning districts are provided for business and commercial uses. When taken together, these districts are intended to permit development of property for the full range of business and commercial uses needed to serve the citizens of Lake Zurich and the surrounding suburban area.

The B-1 Local and Community Business District is intended to serve the everyday shopping needs of Village residents as well as to provide opportunities for specialty shops attractive to the wider suburban residential community around the Village. It permits uses that are necessary to satisfy most basic, frequently occurring shopping needs. It also permits compatible uses that, although not used as frequently, would be desirably located in close proximity to potential users. The district is located principally on primary or secondary thoroughfares, is relatively small in size, and has bulk standards that provide for compatibility with nearby residential uses.

GENERAL FINDINGS

As it relates to the proposed Special Use Permit, Chapter 19 of the Zoning Code entitled "Special Use Permits" provides for special uses that have some special impact or uniqueness that requires a careful review of their location, design, configuration, and special impact to determine, against fixed standards, the desirability of permitting their establishment on any given site. They are uses that may or may not be appropriate in a particular location depending on a weighing, in each case, of the public need and benefit against the local impact and effect. The standards for special uses examine the location, design and operational characteristics of a use. Staff offers the following findings on specific sections of the Code.

Standards for Special Use Permits

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

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

Staff Response: Standard met. The business will continue to remain in substantial conformance with the purpose and intent of the B-1 Local Community Business District, and the land use designation of the adopted Comprehensive Plan.

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

Staff Response: Standard met. The business is consistent with commercial-oriented development along the Route 12 corridor. The primary portion of the business including live entertainment is proposed to operate entirely within the enclosed building.

The outdoor seating area will be located on the south side of the building which is at the same location of the previous restaurant. This location faces the parking lot and street and away from adjacent residences.

The exterior lighting will only be located on the north, east and south elevations, facing other commercial properties or the street, and will not have any substantial or undue adverse effect upon any adjacent residential properties.

These activities will not adversely impact the public health, safety, and general welfare of the Village. Restaurants with similar activities continue to exist within commercial properties within the Village and operate with no undue adverse impacts.

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

Staff Response: Standard Met. The property is surrounded by commercial uses on three sides and residential uses on the west side. To further mitigate the impact of the new changes to the Subject Property, the Applicant is proposing to pull back the 12 parking spaces that are currently constructed

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along the west lot line. The resultant area will be used to create a landscape buffer that will screen the adjacent residence from light, noise and activity.

There are 12 parking spaces located on the south side of the building that encroach into the Ravinia Terrace right-of-way. These spaces are lawful nonconforming spaces and were constructed when such features were allowed. The current codes have rendered such spaces as non-conforming. These spaces are proposed to be retained to meet the requirement for parking, but will be maintained by the property owner through an encroachment agreement undertaken with the Village.

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

Staff Response: The property is currently served with adequate public utilities and services provided by the village.

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

Staff Response: Standard met. The Applicant currently owns the Subject Property and the property to the north at 405 North Rand Road which is also operated as a bar and grill. By virtue of unified control of both properties, the Applicant proposes to provide a vehicular connection between the two properties. The connection will allow for disbursement of traffic onto southbound and northbound Rand Road further relieving congestion.

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

Staff Response: Not applicable. The property on which the land use is proposed has been previously developed. There are therefore no features of natural, scenic, or historic importance that will be affected.

The Applicant is instead proposing to add additional landscape areas on the property especially along the west lot line to serve as a buffer between the Subject Property and the residential use to the west.

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

Staff Report
 APPLICATION PZC 2023-02

Community Development Department
 PZC Hearing Date: January 18, 2023

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

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

Staff Response: Standard met. The new restaurant will continue the utilization of the property in a manner in which it has always been used. It will also fill a recently rendered vacant building. Proximity to the other restaurant owned by the Applicant will create a unique pair of themed restaurants at this corner.

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

Staff Response: Standard met. Staff has not identified any additional special standards required for the proposed Special Use Permit.

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

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

Staff Response: Standard met. Improving an empty building with a thriving business will benefit the Village of Lake Zurich and its residents.

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

Staff Response: The Applicant has intentionally sought out this location due to the proximity of his other restaurant immediately adjacent to the Subject Property. The Applicant has therefore not explored other locations within village. The Applicant is currently the owner of the property and would have pursued ownership regardless of the requested special uses.

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

Staff Report
APPLICATION PZC 2023-02

Community Development Department
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Staff Response: Standard met. The building and its site design features have been developed to prevent any undue adverse effect on itself or on surrounding property in relation to its location, design and operation and orientation of the features.

RECOMMENDATION

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

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

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

Staff of the Community Development Department therefore recommends the approval of Application PZC 2023-02, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application and Cover Letter and description dated December 14, 2022, prepared by Kristopher Schoenberger representing Stone Cold Stunner, LLC.
 - b. Exhibit A: Legal Description of the Subject Property
 - c. Proof of ownership by Stone Cold Stunner, LLC and its manager Kristopher Schoenberger dated September 8, 2022.
 - d. ALTA/NSPS Land Title Survey and additionally depicted with paving prepared by Heritage Land Consultants LLC dated January 12, 2021.
 - e. Building Elevations, received on December 15, 2022, prepared by Kristopher Schoenberger depicting the exterior building lighting locations on the south, east and north elevations.
 - f. Photos of the existing south and southeast elevations, and proposed floor plan depicting the existing location of the outdoor seating area.
 - g. Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
 - h. Rendered Landscape Development Plan prepared by A.M. Woodland dated November 8, 2022.
 - i. Lighting and Controls Plan prepared by KSA dated November 28, 2022.
 - j. Lighting Specifications for Durite Pro Series lighting fixtures to be used for the accenting lighting on the building facades.
 - k. Information and specifications of LP Building Products provided by the Applicant with examples of its application.

Staff Report
APPLICATION PZC 2023-02

Community Development Department
PZC Hearing Date: January 18, 2023

2. The Applicant shall submit any proposals for site and building signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.
3. The live entertainment shall be conducted within the interior of the restaurant building. At no time shall live entertainment be conducted in areas outside of the building such as parking lots, driveways and patios.
4. The illumination levels for the parking lot and site lighting shall not exceed 0.5 foot-candles along the periphery of the property. Additionally, the maximum illumination on any portion of the property shall not exceed 10 foot-candles.
5. The accent lighting shall be restricted to the lighting and colors installed on the building. The lighting shall be designed to direct light in a downward direction to illuminate the immediately adjacent wall and ground and shall not negatively impact surrounding residential property. The illumination shall be steady and not depict any flashing, movement or other attention getting configuration.
6. The building materials shall be installed on the building as depicted on the Architectural Elevations Sheet 9/18 contained within the Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
7. The Landscape buffer to the west shall be planted with a combination of evergreen trees and shrubs to provide a year-round screening of the Subject land use and activity from the adjacent residential property to the west.
8. The 12 parking spaces located on the south side of the building that encroach into the Ravinia Terrace right-of-way deemed to be lawful nonconforming spaces and were constructed when such features were allowed. These spaces shall be allowed to be retained to meet the requirement for parking and shall be maintained by the property owner through an encroachment agreement undertaken with the Village.
9. The special use constituting the establishment known as “Station 52 Truck Company Bar and Grill” shall be located within and associated with the building on the property addressed at 337 North Rand Road and shall be allowed to continue under successive ownership, so long as the general location, design and operation of the approved land uses are in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this restaurant use ceases operating at the property for a period of more than 365 days.
10. 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 2023-02

Community Development Department
PZC Hearing Date: January 18, 2023

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

**377 NORTH RAND RD – “STATION 52 TRUCKING COMPANY BAR AND GRILL”
January 18, 2023**

The Planning & Zoning Commission recommends approval of Application PZC 2022-02, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **January 18, 2023** for this Application and subject to any changes or approval conditions as listed:

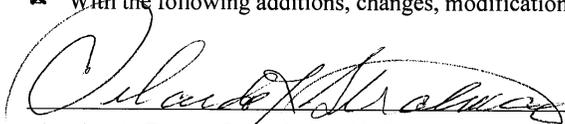
1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff and applicable governmental agencies:
 - a. Zoning Application and Cover Letter and description dated December 14, 2022, prepared by Kristopher Schoenberger representing Stone Cold Stunner, LLC.
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 - f. Photos of the existing south and southeast elevations, and proposed floor plan depicting the existing location of the outdoor seating area.
 - g. Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
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 - i. Lighting and Controls Plan prepared by KSA dated November 28, 2022.
 - j. Lighting Specifications for Durite Pro Series lighting fixtures to be used for the accenting lighting on the building facades.
 - k. Information and specifications of LP Building Products provided by the Applicant with examples of its application.
2. The Applicant shall submit any proposals for site and building signage or branding to the village prior to final plan approval. The final proposed signage plan shall be approved by Village staff.
3. The live entertainment shall be conducted within the interior of the restaurant building. At no time shall live entertainment be conducted in areas outside of the building such as parking lots, driveways and patios.
4. The illumination levels for the parking lot and site lighting shall not exceed 0.5 foot-candles along the periphery of the property. Additionally, the maximum illumination on any portion of the property shall not exceed 10 foot-candles.

Staff Report
APPLICATION PZC 2023-02

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- 5. The accent lighting shall be restricted to the lighting and colors installed on the building. The lighting shall be designed to direct light in a downward direction to illuminate the immediately adjacent wall and ground and shall not negatively impact surrounding residential property. The illumination shall be steady and not depict any flashing, movement or other attention getting configuration.
- 6. The building materials shall be installed on the building as depicted on the Architectural Elevations Sheet 9/18 contained within the Architectural Plan Set prepared by Kang Architect dated March 29, 2022 and last updated on January 10, 2023.
- 7. The Landscape buffer to the west shall be planted with a combination of evergreen trees and shrubs to provide a year-round screening of the Subject land use and activity from the adjacent residential property to the west.
- 8. The 12 parking spaces located on the south side of the building that encroach into the Ravinia Terrace right-of-way deemed to be lawful nonconforming spaces and were constructed when such features were allowed. These spaces shall be allowed to be retained to meet the requirement for parking and shall be maintained by the property owner through an encroachment agreement undertaken with the Village.
- 9. The special use constituting the establishment known as "Station 52 Truck Company Bar and Grill" shall be located within and associated with the building on the property addressed at 337 North Rand Road and shall be allowed to continue under successive ownership, so long as the general location, design and operation of the approved land uses are in substantial conformance with the approvals granted by this ordinance. Such Special Use shall expire if this restaurant use ceases operating at the property for a period of more than 365 days.
- 10. 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

- Overflow parking shall not impact neighboring adjacent streets.
- Formalize an agreement between the neighboring Orthodontic business & proposed Station 52 Restaurant regarding overflow parking prior to Village Board Approval.

Staff Report
APPLICATION PZC 2023-02

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RAVINIA TERRACE IN ZURICH HEIGHTS GOLF CLUB ESTATES," A SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 18 AT A POINT 433 EAST OF THE WEST LINE OF FAIRWAY ROAD, THENCE NORTH PARALLEL TO THE WEST LINE EXTENDED NORTH OF SAID FAIRWAY ROAD, 127 FEET; THENCE EAST PARALLEL TO THE SAID NORTH LINE OF RAVINIA TERRACE 129 FEET TO THE WEST LINE OF U.S. ROUTE NO. 12; THENCE SOUTH ALONG THE SAID WEST LINE OF U.S. ROUTE NO. 12, 127 FEET TO SAID NORTH LINE OF RAVINIA TERRACE; THENCE WEST ALONG SAID NORTH LINE OF RAVINIA TERRACE, 131 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 AND 2 IN G AND L SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1529204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES, 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 86.49 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 46 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.64 FEET TO THE POINT OF BEGINNING).

Parcels Involved: 14-18-300-075

Staff Report
APPLICATION PZC 2023-02

Community Development Department
PZC Hearing Date: January 18, 2023

EXHIBIT B
PUBLIC HEARING SIGN AT SUBJECT PROPERTY



Lake County, Illinois



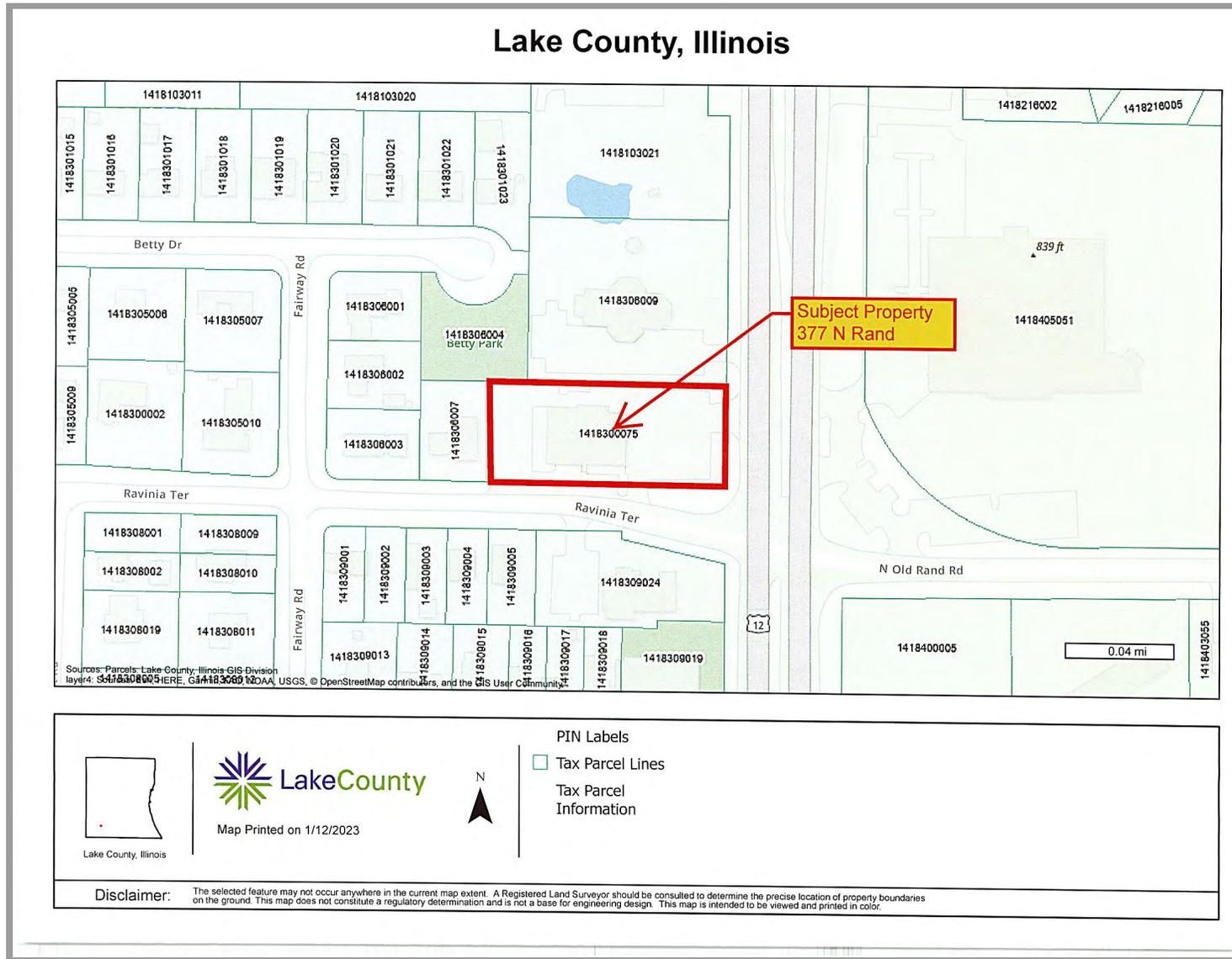
 Lake County, Illinois

 **LakeCounty**
Map Printed on 1/12/2023

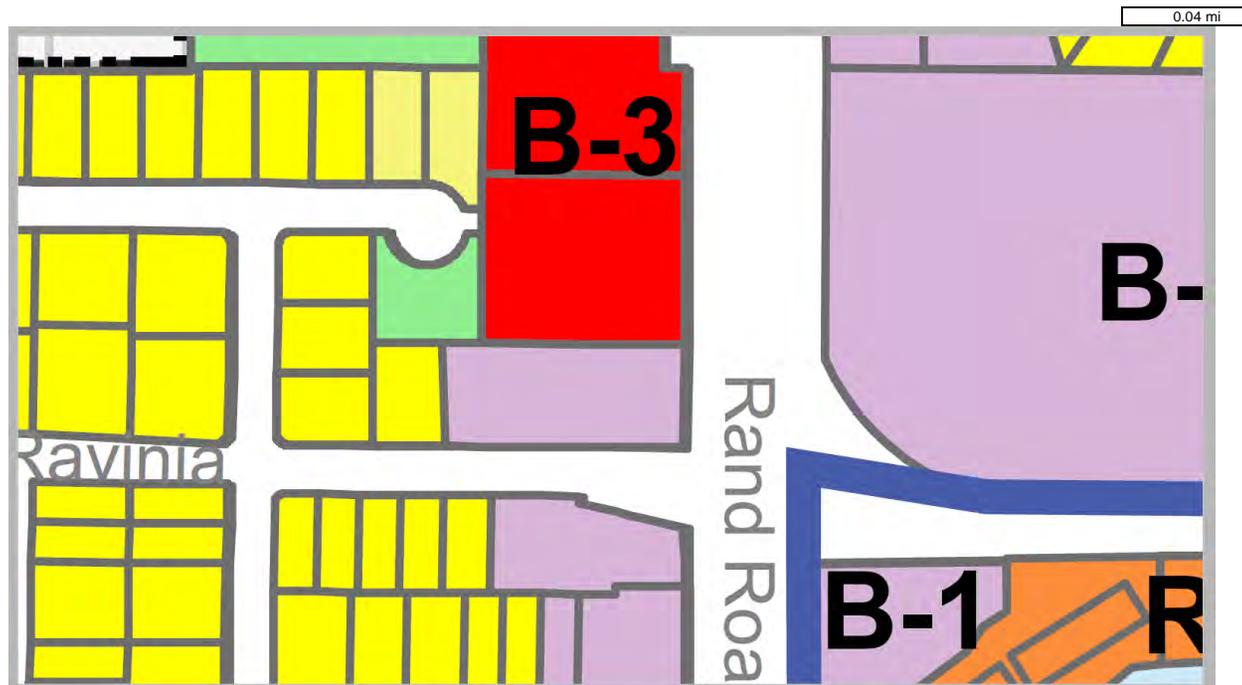
 N

Tax Parcel Lines
Tax Parcel Information

Disclaimer: The selected feature may not occur anywhere in the current map extent. A Registered Land Surveyor should be consulted to determine the precise location of property boundaries on the ground. This map does not constitute a regulatory determination and is not a base for engineering design. This map is intended to be viewed and printed in color.



Lake Zurich, Illinois
377 N Rand Road
Zoning Map





ZONING APPLICATION

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

(Please Type or Print)

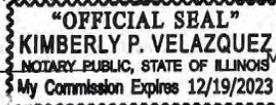
1. Address of Subject Property: 377 N Rand Rd
2. Please attach complete legal description
3. Property Identification number(s): 1418300075
4. Owner of record is: Steve Cold Stumes LLC Phone: 22446563658 (Kris Schoenberger)
E-Mail mobilegrilling@gmail.com Address: 405 N Rand Rd Lk Zurich IL 60047
5. Applicant is (if different from owner): Kris Schoenberger Phone: 22446563658
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: Restaurant & BAR & Canning niches
8. The proposed uses on the property are: Restaurant & BAR
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:
Outdoor Seating in existing Area already set for outdoor dining, options for live music inside, Building materials
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
None
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.

Kristopher J. Schoenberger (Name of applicant) [Signature] (Signature of applicant)

Subscribed and sworn to before me this 15 day of Dec, 2022.

[Signature]
(Notary Public)



Commission Expires 12/19/2023

(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 Chapter 17 of the LZ Zoning Code

(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 _____



Village of Lake Zurich Zoning Application Guide

IF APPLICABLE PETITION FOR ANNEXATION TO THE VILLAGE OF LAKE ZURICH PURSUANT TO ILLINOIS MUNICIPAL CODE SECTION 7-1-8

TO: The Mayor and Board of Trustees
Of the Village of Lake Zurich
Lake County, Illinois

THIS PETITION is made pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Petitioners state the following:

- a. The Petitioners are all of the owners of record of all of the territory that is legally described on Exhibit A attached hereto and, by this reference, incorporated herein (the "Territory").
- b. The Petitioners constitute at least 51 percent of the electors residing within the Territory.
- c. The Territory is not located within the corporate limits of any municipality, is unincorporated, and is contiguous to the Village of Lake Zurich ("Lake Zurich").

The Petitioners hereby request that the Territory be annexed to Lake Zurich by an ordinance passed and approved by the President and the Board of Trustees of Lake Zurich, pursuant to Section 7-1-8 of the Illinois Municipal Code, subject only to payment of the Annexation Fee of \$1,000/acre.

The Petitioners hereby further request that Lake Zurich give any and all notices required by statute and ordinance, and take all such further action as may be necessary or appropriate to effectuate such annexation of the Territory to Lake Zurich.

DATED this _____ day of _____, 2022.

Attested by _____
(Petitioner's Name)

(Signature)

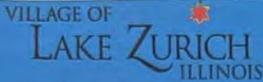
(Title)

(Address)

(Name of Owner)

(Signature of Owner)

N/A



At the Heart of Community

Village of Lake Zurich Zoning Application Guide

IF APPLICABLE VILLAGE OF LAKE ZURICH NOTIFICATION AFFIDAVIT

I, Kristopher J. Schenberger hereby certify as follows:

1. That on the 15 day of December, 2022, affiant caused to be mailed in the Post Office of Lake Zurich, Illinois, copies of the attached Notice of Public Hearing to all listed taxpayers of real estate within 250 feet, excluding all Public Right of Way, of the subject property and to the owners or representatives of property listed as exempt.
2. That the parties to whom said notice was mailed are set forth on Page 15, Item #13 of this application.

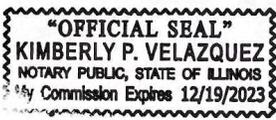
***Note: This is to be notarized and returned to Staff after notifications are mailed out.**

[Signature]
Signature

Subscribed and sworn to before me this 15 day of Dec, 2022.

[Signature]
(Notary Public)

My Commission Expires 12/19/2023





- GENERAL Profile
- Legal Description**
- Map
- Owner
- TAX Tax Summary
- Taxes Due
- Tax Payment History
- Tax Redemption
- Tax Adjustment
- Tax Status
- Special Assessments
- Mobile Home Information
- ASSESSOR Residential Building
- Commercial Building
- Other Building & Yard
- Land Information
- Agricultural Land Info.
- CAMA Summary
- Values Current
- Values History
- Property Transfer History
- Conveyance History
- Exemptions Current
- Exemption History
- Preferential Application
- Appeals History
- Appeals Comparables (SmartFile)
- Appeals Comparables (iasWorld)
- Documents
- Permits
- Photos
- Sketch
- Split/Combine History

PARID: 1418300075 ASSESSOR # 049
 NBHD: 1565110 ROLL: RP
 ROBERT J TSCHURTZ, TRUSTEE 377 N RAND RD
 Tax Year: 2022 (Taxes Payable in 2023) Select Tax Year on the right:
Legal Description
 Property Location: 377 N RAND RD LAKE ZURICH 60047
 Deeded Acres: .8509
 Square Feet: 37,065
 Legal 1: G & L SUB; LOT 1 (EX BEG AT SW COR SD LT, N 127', E 86.49',
 Legal 2: S01D24'46"E 127.03' TO S LN LT 1, W 90.64' TO POB & ALL LOT
 Legal 3: 2 ALSO PT NE1/4 SW1/4; BEG X N LN RAVINIA TERRACE & W LN
 Town/City: Y - MUNICIPALITY
 Tax Legal: G & L SUB; LOT 1 (EX BEG AT SW COR SD LT, N 127', E 86.49', S01D24'46"E 127.03' TO S LN LT 1, W 90.64' TO POB & ALL LOT 2 ALSO PT NE1/4 SW1/4; BEG X N LN RAVINIA TERRACE & W LN RTE 12, N 127', W 129', S 127' TO N LN RAVINIA TER, E 131' TO POB SECTION 18 TOWNSHIP 43 RANGE 10
 Tax Code Area: 15059 - ELA TWP 059
 Lot:
 Block:
 Act Front: .0000
 Act Depth: 0
 Subdivision ID:
 Subdivision Name:
 Dimensions:
Tax District Information
 Township: TOWNSHIP OF ELA
 Road & Bridge:
 Municipality: VIL OF LAKE ZURICH
 Community College: COLLEGE OF LAKE COUNTY #532
 Elementary School:
 High School: LAKE ZURICH COMM UNIT SCHOOL DIST #95
 Unit K-12 School District
 Park:
 Fire Protection:
 Library: ELA AREA PUBLIC LIBRARY DIST
 Sanitary:
 Mosquito Abatement:
 Central Lake Cty Joint AC:
 Special Service Area:
 Tax Increment Finance Area:

1 of 1
 Return to Search Results
 Tax Year: 2022

Actions

- Neighborhood Sales
- Create Comparables
- Printable Summary
- Printable Version

Reports

- CSV Export
- CSV Export (Commercial)
- CSV New Sales
- CSV New PINS
- Mailing List
- Envelope
- Residential PRC
- Commercial PRC
- Redemption Estimate
- Tax Bill Mobile Home
- Calendar Year Tax Payments
- Tax Bill
- Redemption Receipts

Go

Lake County 18 N County Street Waukegan, IL 60085
 Contact Us Monday-Friday 8:30am-5:00pm
 Location Google Map
 Website Disclaimer

Stone Cold Stunner, LLC
Station 52 Truck Company Bar & Grill, INC
377 N Rand Rd
Lake Zurich IL, 60047

Dear Mr. Orlando Stratman (Chair of Planning and Zoning)

Mr. Stratman, Today I am writing you to request a variation within Chapter 17 of the Lake Zurich Code for my new restaurant, which is being built in the former Fritzl's location at 377 N Rand Rd. Currently, the location was rand as a bar/restaurant/gaming facility located within the village of Lake Zurich. We are looking to continuing running the establishment, with a new concept and a new variation to dining, with a restaurant/bar/community venue located in the same 4 walls of the existing facility.

We are kindly asking for variations within Chapter 17 of the Village of Lake Zurich Zoning code.

1. Outdoor seating: Currently the restaurant has an ourdoor dining area, which we are looking to continue to use. The area used for outdoor dining will stay the same, in the same location, looking to continue the same use.
2. Live Entertainment: Inside of the restaurant, we will occassionaly have live music, and requesting permission to have options for live music
3. Building Materials: We are requesting the use of LP Smart Siding on the outside structure of our building. We have designed a very beautiful building to replace the currently building which is over 50 years old. We would like to use LP smart siding along with Brick to give the modern industrial look of building and restaurant Concept. (see attached Picture). The building will still be CMU Block walls with Masonry on the outside and the LP Smart Side, Giving the look of a Modern Style Firehouse, which is what our restaurant theme is.
4. Exterior Design Lighting: (See attached Photos) North Elevation, East Elevation, and South Elevation under eves of building, facing building with Soft Red Lighting Using RGB LED Modules as accent color. The Red lighting represents the red from Fireman and First Responders, as a memorial to Men and Woman in the fire Service as active Duty or who have passed away in the line of duty. The lighting will installed as the attached pictures depict.

Thank you for your consideration of these attached amendments, I really am excited to bring our new restaurant concept to Lake Zurich and this will be our second location of this concept.

Thank you

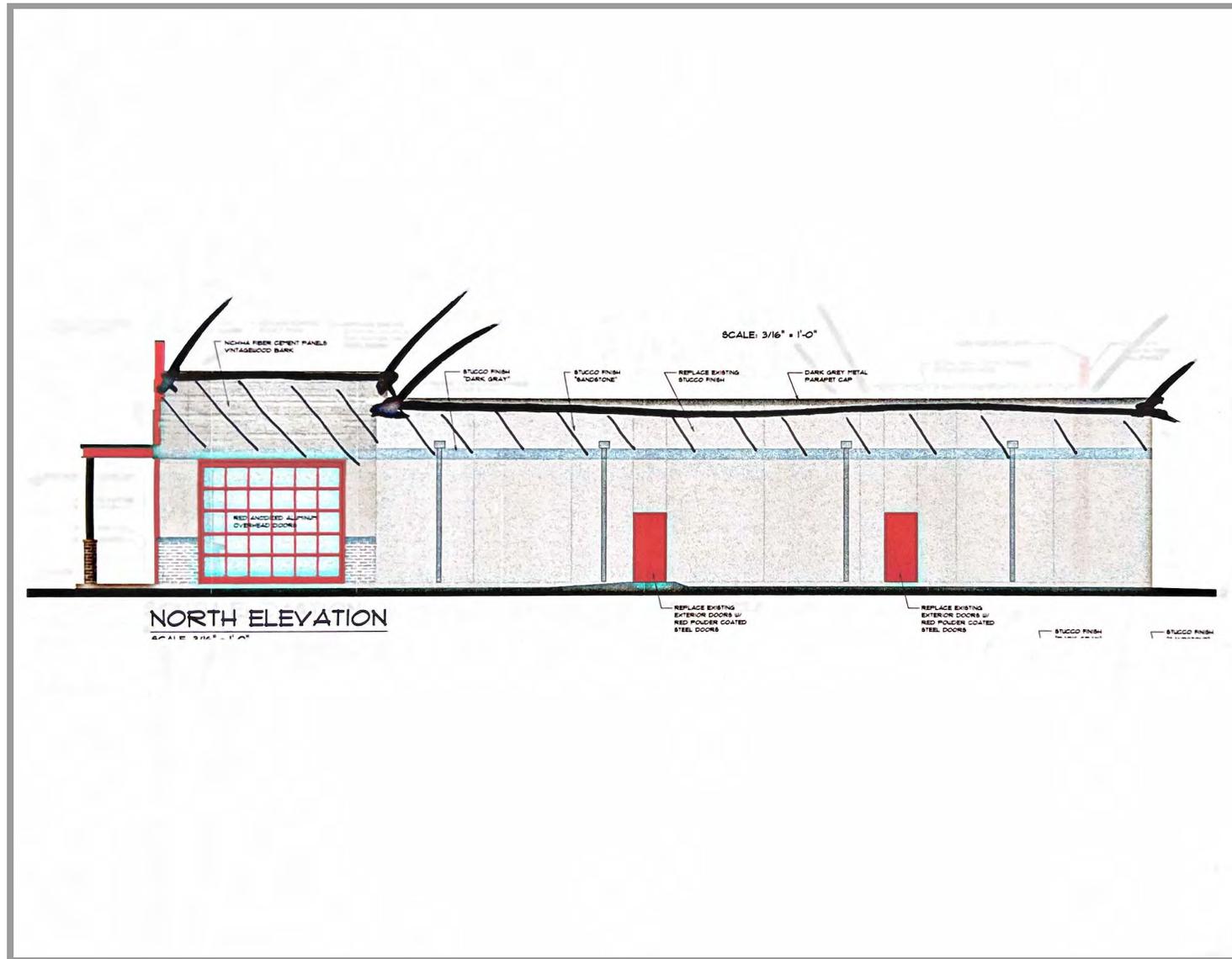


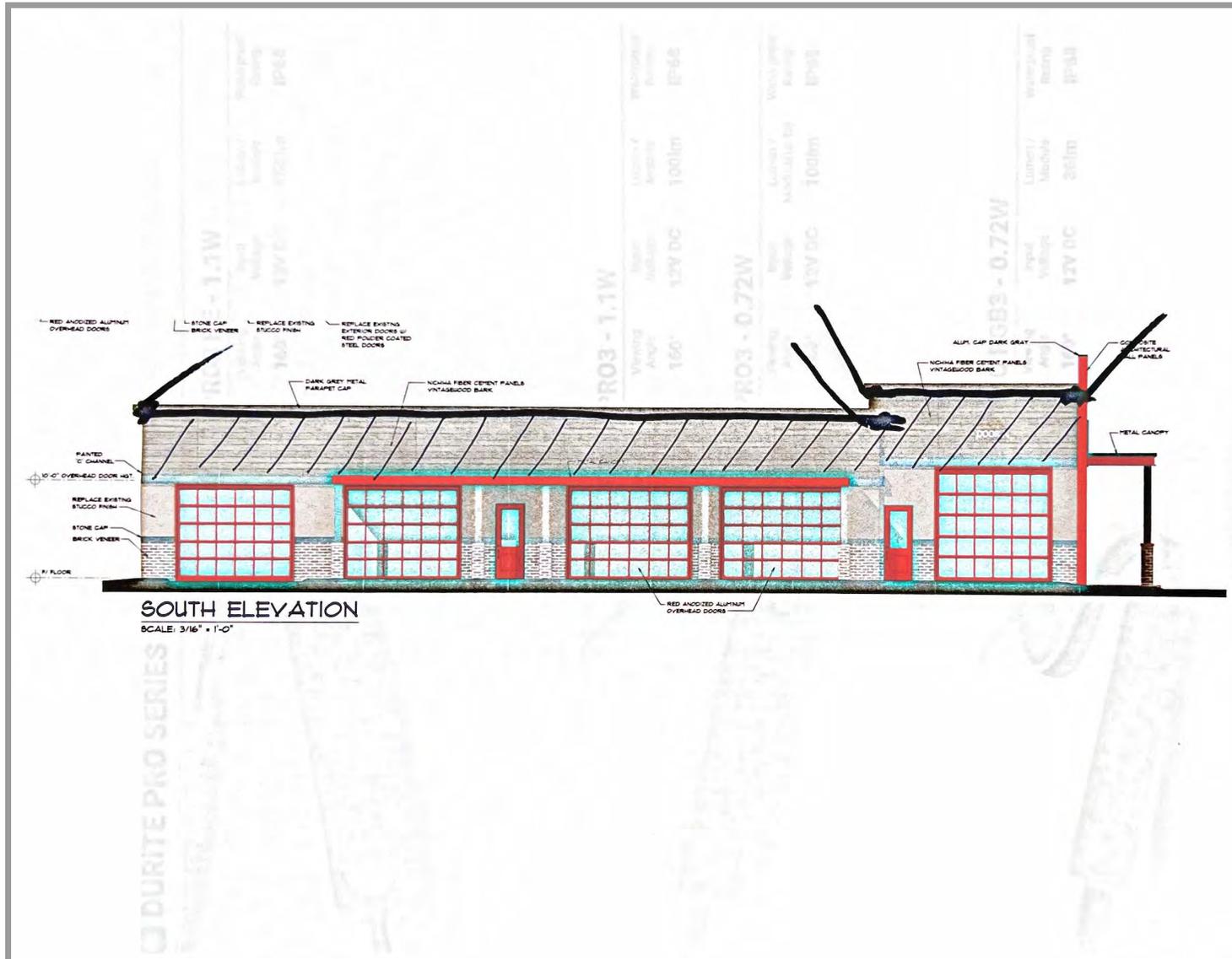
Kristopher J Schoenberger
Owner
Station 52 Truck Company Bar & Grill, INC
Stone Cold Stunner, LLC



EXTERIOR PERSPECTIVE VIEW
SCALE: N.T.S.







DURiTE PRO SERIES



DURiTE PRO3 HE - 1.1W

Specifications	Viewing Angle	Input Voltage	Lumen / Module	Waterproof Rating
	160°	12V DC	155lm	IP68



DURiTE PRO3 - 1.1W

Specifications	Viewing Angle	Input Voltage	Lumen / Module	Waterproof Rating
	160°	12V DC	100lm	IP68

DURiTE PRO3 - 0.72W

Specifications	Viewing Angle	Input Voltage	Lumen / Module (up to)	Waterproof Rating
	160°	12V DC	100lm	IP68



DURiTE PRO RGB3 - 0.72W

Specifications	Viewing Angle	Input Voltage	Lumen / Module	Waterproof Rating
	160°	12V DC	36lm	IP68

Legal Description of 377 N Rand Rd Lake Zurich, IL 60047

G & L SUB; LOT 1 (EX BEG AT SW COR SD LT, N 127', E 86.49', S01D24'46"E 127.03' TO S LN LT 1, W 90.64' TO POB & ALL LOT 2 ALSO PT NE1/4 SW1/4; BEG X N LN RAVINIA TERRACE & W LN RTE 12, N 127', W 129', S 127' TO N LN RAVINIA TER, E 131' TO POB SECTION 18 TOWNSHIP 43 RANGE 10

WHEREAS, an operating agreement was not created for STONE COLD STUNNER, LLC, and INCREASE, it is deemed desirable and in the best interests of this limited liability company that the following actions be taken by the Members of this Company pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that the undersigned, being all of the Members of this Company, hereby consent to, approve, and adopt the following:

The Limited Liability Company is authorized to purchase the following parcel of real estate and Christopher Schoenberger, Manager, is authorized to execute any necessary loan documentation for said purchase:

377 N. Rand Rd., Lake Zurich, Illinois 60047

FIN: 14-18-300-075-0000

Legal Description: See attached legal description.

OMNIBUS RESOLUTIONS

RESOLVED, that the Manager of this Company be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all loan documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such manager prior to the date of this foregoing resolutions-adopted hereby that are within the authority conferred hereby are hereby ratified, confirmed, and approved as the acts and deeds of this Company.

This Unanimous Written Consent may be executed in one or more original or facsimile counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this Company and become a part of the records of this Company.


Christopher Schoenberger, Manager

**ACTION BY UNANIMOUS WRITTEN CONSENT
OF MEMBERS
OF
STONE COLD STUNNER, LLC
AN ILLINOIS LIMITED LIABILITY COMPANY**

The undersigned, being all the Members of **STONE COLD STUNNER, LLC, AN ILLINOIS** limited liability company (this "Company"), by their signature below or on a counterpart hereof, hereby adopt the following resolutions on behalf of this Company, pursuant to applicable Illinois Corporations Code.

WHEREAS, Kristopher Schoenberger, is the sole member and manager of **STONE COLD STUNNER, LLC**; and

WHEREAS, an operating agreement was not created for **STONE COLD STUNNER, LLC**; and

WHEREAS, it is deemed desirable and in the best interests of this limited liability company that the following actions be taken by the Members of this Company pursuant to this Unanimous Written Consent:

NOW, THEREFORE, BE IT RESOLVED that the undersigned, being all of the Members of this Company, hereby consent to, approve, and adopt the following:

The Limited Liability Company is authorized to purchase the following parcel of real estate and **Kristopher Schoenberger**, Manager, is authorized to execute any necessary loan documentation for said purchase:

377 N. Rand Rd., Lake Zurich, Illinois 60047

PIN: 14-18-300-075-0000

Legal Description: See attached legal description

OMNIBUS RESOLUTIONS.

RESOLVED, that the Manager of this Company be, and each individually is, hereby authorized to do and perform any and all such acts, including execution of any and all loan documents and certificates, as said officers shall deem necessary or advisable, to carry out the purposes of the foregoing resolutions.

RESOLVED FURTHER, that any actions taken by such manager prior to the date of the foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, and approved as the acts and deeds of this Company.

This Unanimous Written Consent may be executed in one or more original or facsimile counterparts, each of which shall be an original and all of which together shall be one and the same instrument. This Unanimous Written Consent shall be filed in the Minute Book of this Company and become a part of the records of this Company.



Kristopher Schoenberger, Manager

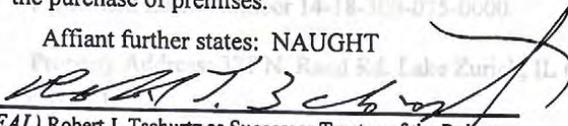
AFFIDAVIT OF TITLE COVENANT AND WARRANTY

State of Illinois

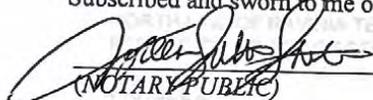
County of Lake

The undersigned, Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust (September 8, 1993) being first duly sworn, on oath says, and also covenants with and warrants to the

- That all water taxes, except the current bill, have been paid, and that all the insurance policies assigned have been paid for.
- That this instrument is made to induce, and in consideration of, the said Grantee's consummation of the purchase of premises.
- Affiant further states: NAUGHT


 (SEAL) Robert J. Tschurtz as Successor Trustee of the Robert Tschurtz Trust
 Dated September 8, 1993

Subscribed and sworn to me on September 6, 2022.


 (NOTARY PUBLIC)

OFFICIAL SEAL
 NOREEN SUTTON SHIKE
 NOTARY PUBLIC - STATE OF ILLINOIS
 MY COMMISSION EXPIRES 03/29/24.

(Impress Seal Here)

This instrument was prepared by: Kelleher + Holland, LLC, 102 S. Wynstone Park Dr., North Barrington, Illinois, 60010

SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1626204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES, 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 60 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 60.48 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 48 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.34 FEET TO THE POINT OF BEGINNING).

- That no labor or material has been furnished for premises within the last four months, that is not fully paid for;
- That since the title date of in the report on the title issued by Chicago Title Insurance Company, Affiant has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by or against Affiant, nor has any judgment or decree been rendered against Affiant, nor is there any judgment, note or other instrument that can result in a judgment or decree against Affiant within five days from the date hereof.
- That the parties, if any, in possession of premises are bona fide tenants only, and have paid promptly and in full their rent to date and are renting from N/A to N/A and not for any longer term and have no other or further interest whatsoever in premises.

AFFIDAVIT OF TITLE COVENANT AND WARRANTY

Illinois

State of Illinois)
County of Lake) SS.

The undersigned, Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993 being first duly sworn, on oath says, and also covenants with and warrants to the Grantee hereinafter named: Stone Cold Stunner, LLC, an Illinois Limited Liability Company

- The Affiant has an interest in the premises described below or in the proceeds thereof or is the Grantor in the deed dated 9-6-2022 to the Grantee, conveying the following described property
- Permanent Index Number 14-18-300-075-0000
- Property Address: 377 N. Rand Rd. Lake Zurich, IL 60047-2203

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RAVINIA TERRACE IN ZURICH HEIGHTS GOLF CLUB ESTATES," A SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 18 AT A POINT 433 EAST OF THE WEST LINE OF FAIRWAY ROAD; THENCE NORTH PARALLEL TO THE WEST LINE EXTENDED NORTH OF SAID FAIRWAY ROAD, 127 FEET; THENCE EAST PARALLEL TO THE SAID NORTH LINE OF RAVINIA TERRACE 129 FEET TO THE WEST LINE OF U.S. ROUTE NO. 12; THENCE SOUTH ALONG THE SAID WEST LINE OF U.S. ROUTE NO. 12, 127 FEET TO SAID NORTH LINE OF RAVINIA TERRACE; THENCE WEST ALONG SAID NORTH LINE OF RAVINIA TERRACE, 131 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY., ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 AND 2 IN G AND L SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1529204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES; 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 86.49 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 46 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.64 FEET TO THE POINT OF BEGINNING).

- That no labor or material has been furnished for premises within the last four months, that is not fully paid for.
- That since the title date of in the report on the title issued by Chicago Title Insurance Company, Affiant has not done or suffered to be done anything that could in any way affect the title to the premises, and no proceedings have been filed by or against Affiant, nor has any judgment or decree been rendered against Affiant, nor is there any judgment, note or other instrument that can result in a judgment or decree against Affiant within five days from the date hereof.
- That the parties, if any, in possession of premises are bonafide tenants only, and have paid promptly and in full their rent to date and are renting from N/A to N/A and not for any longer term, and have no other or further interest whatsoever in premises.

Trustee's Deed

IN WITNESS WHEREOF, Seller has signed this Bill of Sale at North Barrington, Illinois, on September 6, 2022

We certify that this is a true, correct, and accurate copy of the original instrument.
By _____

Area Space for Recorder's Use Only

This AGREEMENT between the GRANTOR, Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993, of 377 North Reed Rd., Lake Zurich the County of Lake, and the State of Illinois and GRANTEE, Sugar Cold Spinner, LLC, an Illinois Limited Liability Com...

Robert J. Tschurtz as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993

good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor, as said Trustee, and of every other power and authority the Grantor hereunto enabling, do hereby CONVEY and QUIT CLAIM unto the Grantee in fee simple the following described real estate, situated in the County of Lake, State of Illinois, to wit:

(See page 2 for legal description attached here to and made part here of)

together with the tenements, hereditaments and appurtenances therunto belonging or in any way appertaining.

This deed is executed by Robert J. Tschurtz as Trustee, as aforesaid, in the exercise of the power and authority vested in him in his capacity as Trustee of said trust above mentioned and of every power and authority thereunto enabling.

Subscribed and sworn to me on September 6, 2022.

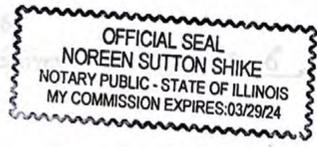
(Impress Seal Here)

SUBJECT TO: General taxes for 2022 and subsequent years and all other taxes, assessments, liens and encumbrances, if any, known, unknown, conditions and restrictions of record.

Permanent Real Estate Index Number: 14-18-300-075-0000
Address of Real Estate: 377 N. Reed Road, Lake Zurich, IL 60047-2206

Robert J. Tschurtz
Robert J. Tschurtz, as Trustee of the
aforesaid

Noreen Sutton Shike
(Notary Public)



State of Illinois, County of Cook as I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993, are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Trustee, for the uses and purposes therein set forth.

(Impress Seal Here)

Given under my hand and official seal this 6 day of September, 2022.



Noreen Sutton Shike
Notary Public

Trustee's Deed

ILLINOIS

We certify that this is a true, correct, and accurate copy of the original instrument.

Chicago Title and Trust Company
By _____

Above Space for Recorder's Use Only

This AGREEMENT between the GRANTOR, Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993, of 377 North Rand Rd., Lake Zurich the County of Lake, and the State of Illinois and GRANTEE, Stone Cold Stunner, LLC, an Illinois Limited Liability Company of _____

WITNESSES: The Grantor in consideration of the sum of TEN and 00/100 DOLLARS, and other good and valuable consideration in hand paid, receipt whereof is hereby acknowledged, and in pursuance of the power and authority vested in the Grantor, as said Trustee, and of every other power and authority the Grantor hereunto enabling, do hereby CONVEY and QUIT CLAIM unto the Grantee in fee simple the following described real estate, situated in the County of Lake, State of Illinois, to wit:

(See page 2 for legal description attached here to and made part here of)

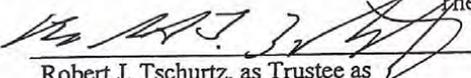
together with the tenements, hereditament and appurtenances thereunto belonging or in any wise appertaining.

This deed is executed by Robert J. Tschurtz as Trustee, as aforesaid, in the exercise of the power and authority granted to and vesting in him by the terms of the provisions of said trust above mentioned, and of every power and authority thereunto enabling.

SUBJECT TO: General taxes for 2022 and subsequent years not yet due and payable; building lines and easements, if any; terms, covenants, conditions and restrictions of record.

Permanent Real Estate Index Number: 14-18-300-075-0000
Address of Real Estate: 377 N. Rand Road, Lake Zurich, IL 60047-2206

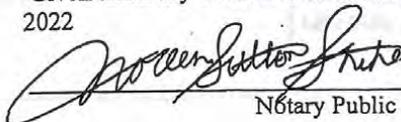
The date of this deed of conveyance is September 6, 2022


Robert J. Tschurtz, as Trustee as aforesaid

State of Illinois, County of Cook ss. I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY that Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993 are personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that he signed, sealed and delivered the said instrument as his free and voluntary act, as such Trustee, for the uses and purposes therein set forth.

(Impress Seal Here)

Given under my hand and official seal this 6 day of September, 2022


Notary Public



LEGAL DESCRIPTION

For the premises commonly known as: 377 North Rand Road, Lake Zurich, IL 60047-2203

The Land is described as follows:

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RAVINIA TERRACE IN ZURICH HEIGHTS GOLF CLUB ESTATES," A SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 18 AT A POINT 433 EAST OF THE WEST LINE OF FAIRWAY ROAD; THENCE NORTH PARALLEL TO THE WEST LINE EXTENDED NORTH OF SAID FAIRWAY ROAD, 127 FEET; THENCE EAST PARALLEL TO THE SAID NORTH LINE OF RAVINIA TERRACE 129 FEET TO THE WEST LINE OF U.S. ROUTE NO. 12; THENCE SOUTH ALONG THE SAID WEST LINE OF U.S. ROUTE NO. 12, 127 FEET TO SAID NORTH LINE OF RAVINIA TERRACE; THENCE WEST ALONG SAID NORTH LINE OF RAVINIA TERRACE, 131 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOTS 1 AND 2 IN G AND L SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1529204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES, 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 86.49 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 46 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.64 FEET TO THE POINT OF BEGINNING).

<p>This instrument was prepared by: Joseph P. Hudetz Kelleher + Holland, LLC 102 S. Wynstone Park Drive North Barrington, Illinois 60010</p>	<p>Send subsequent tax bills to: Stone Cold Stunner, LLC 377 N. Rand Rd., Lake Zurich, IL 60047-2203</p>	<p>Recorder-mail recorded document to: Law Office of Mark A. DeRue 102 E. Grand Avenue Lake Villa, IL 60046</p>
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BILL OF SALE

Illinois

The undersigned Seller, Robert J. Tschurtz, as Successor Trustee of the Robert Tschurtz Trust dated September 8, 1993 of 377 N. Rand Rd., Lake Zurich, IL 60047-2203 of County of Lake, State of Illinois, in consideration of TEN and 00/100 Dollars, receipt whereof is hereby acknowledged, do hereby sell, assign, transfer and set over to Buyers:

Stone Cold Stunner, LLC, an Illinois Limited Liability Company, the following described personal property to-wit:

PARCEL 1:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT ON THE NORTH LINE OF RAVINIA TERRACE IN ZURICH HEIGHTS GOLF CLUB ESTATES," A SUBDIVISION OF PART OF THE SOUTH HALF OF SAID SECTION 18 AT A POINT 433 EAST OF THE WEST LINE OF FAIRWAY ROAD; THENCE NORTH PARALLEL TO THE WEST LINE EXTENDED NORTH OF SAID FAIRWAY ROAD, 127 FEET; THENCE EAST PARALLEL TO THE SAID NORTH LINE OF RAVINIA TERRACE 129 FEET TO THE WEST LINE OF U.S. ROUTE NO. 12; THENCE SOUTH ALONG THE SAID WEST LINE OF U.S. ROUTE NO. 12, 127 FEET TO SAID NORTH LINE OF RAVINIA TERRACE; THENCE WEST ALONG SAID NORTH LINE OF RAVINIA TERRACE, 131 FEET TO THE PLACE OF BEGINNING, IN LAKE COUNTY, ILLINOIS.

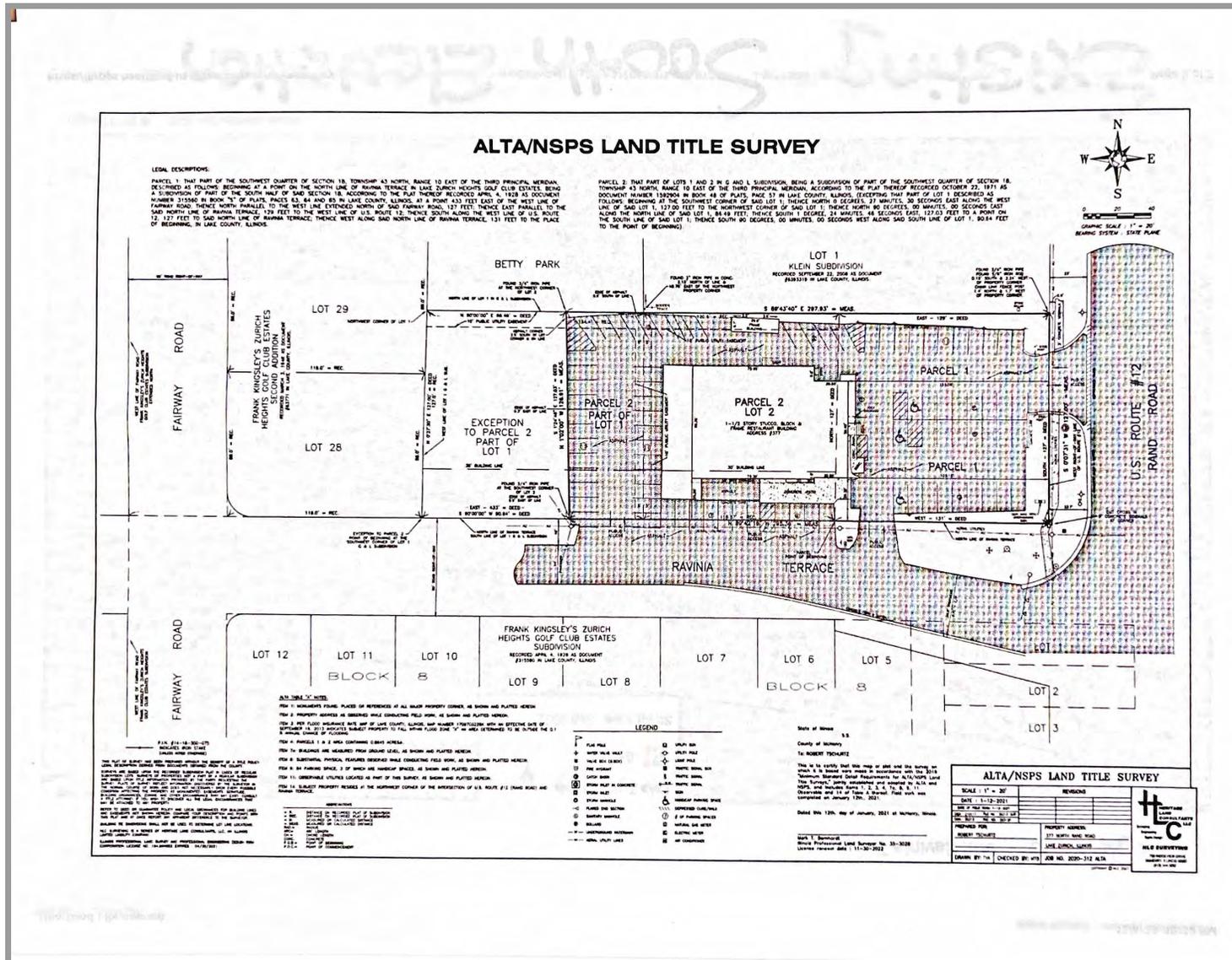
PARCEL 2:

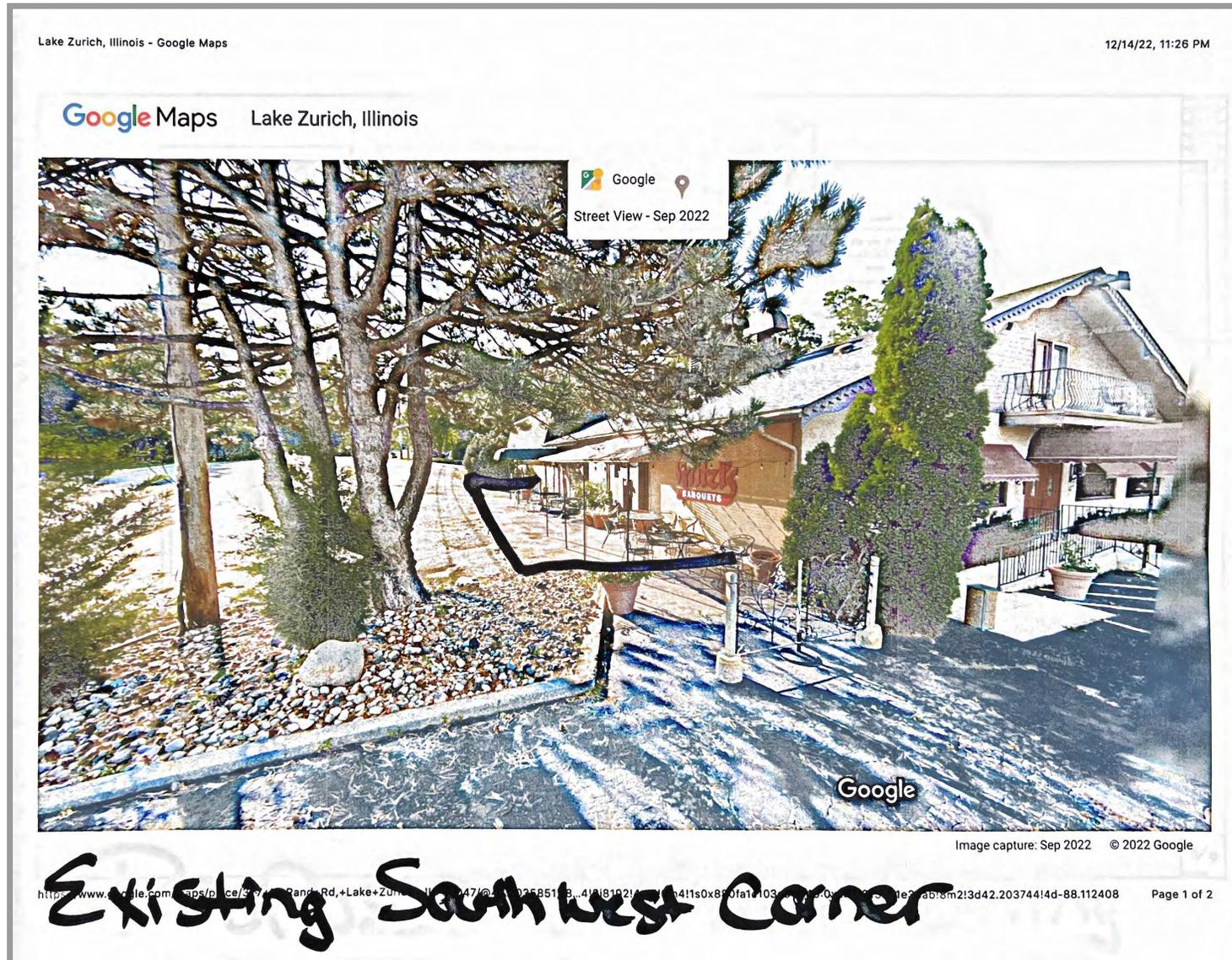
THAT PART OF LOTS 1 AND 2 IN G AND L SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHWEST QUARTER OF SECTION 18, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 22, 1971, AS DOCUMENT 1529204 IN BOOK 48 OF PLATS, PAGE 57, IN LAKE COUNTY, ILLINOIS, (EXCEPTING THAT PART OF LOT 1 DESCRIBED FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 1; THENCE NORTH 0 DEGREES, 27 MINUTES, 30 SECONDS EAST ALONG THE WEST LINE OF SAID LOT 1, 127.00 FEET TO THE NORTHWEST CORNER OF SAID LOT 1; THENCE NORTH 90 DEGREES, 00 MINUTES, 00 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, 86.49 FEET; THENCE SOUTH 1 DEGREE, 24 MINUTES, 46 SECONDS EAST, 127.03 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 1; THENCE SOUTH 90 DEGREES, 00 MINUTES 00 SECONDS WEST ALONG SAID SOUTH LINE OF LOT 1, 90.64 FEET TO THE POINT OF BEGINNING).

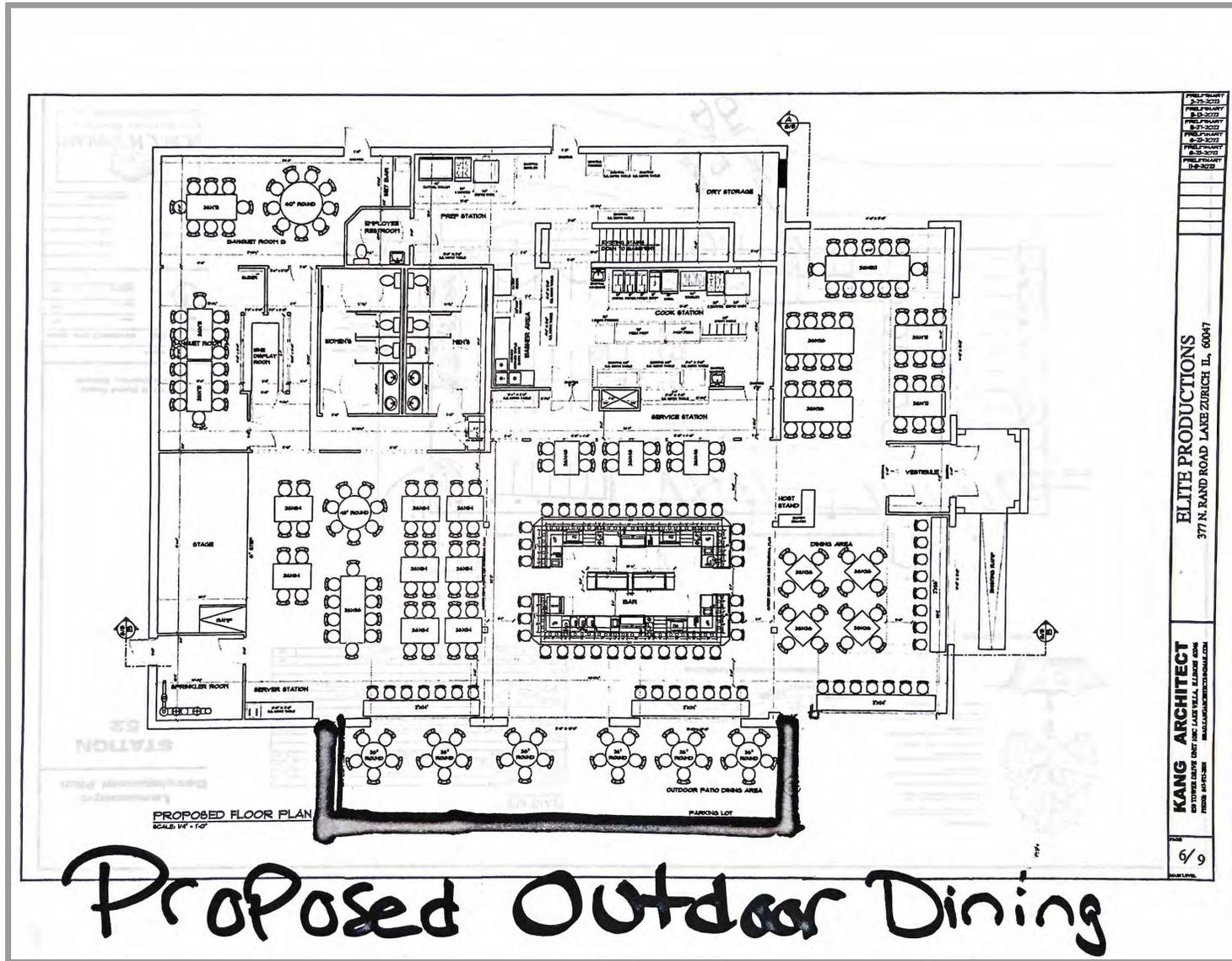
All items specified in Paragraph 3 of the Contract dated 11/23/2021 a copy of which is attached hereto and incorporated herein by reference.

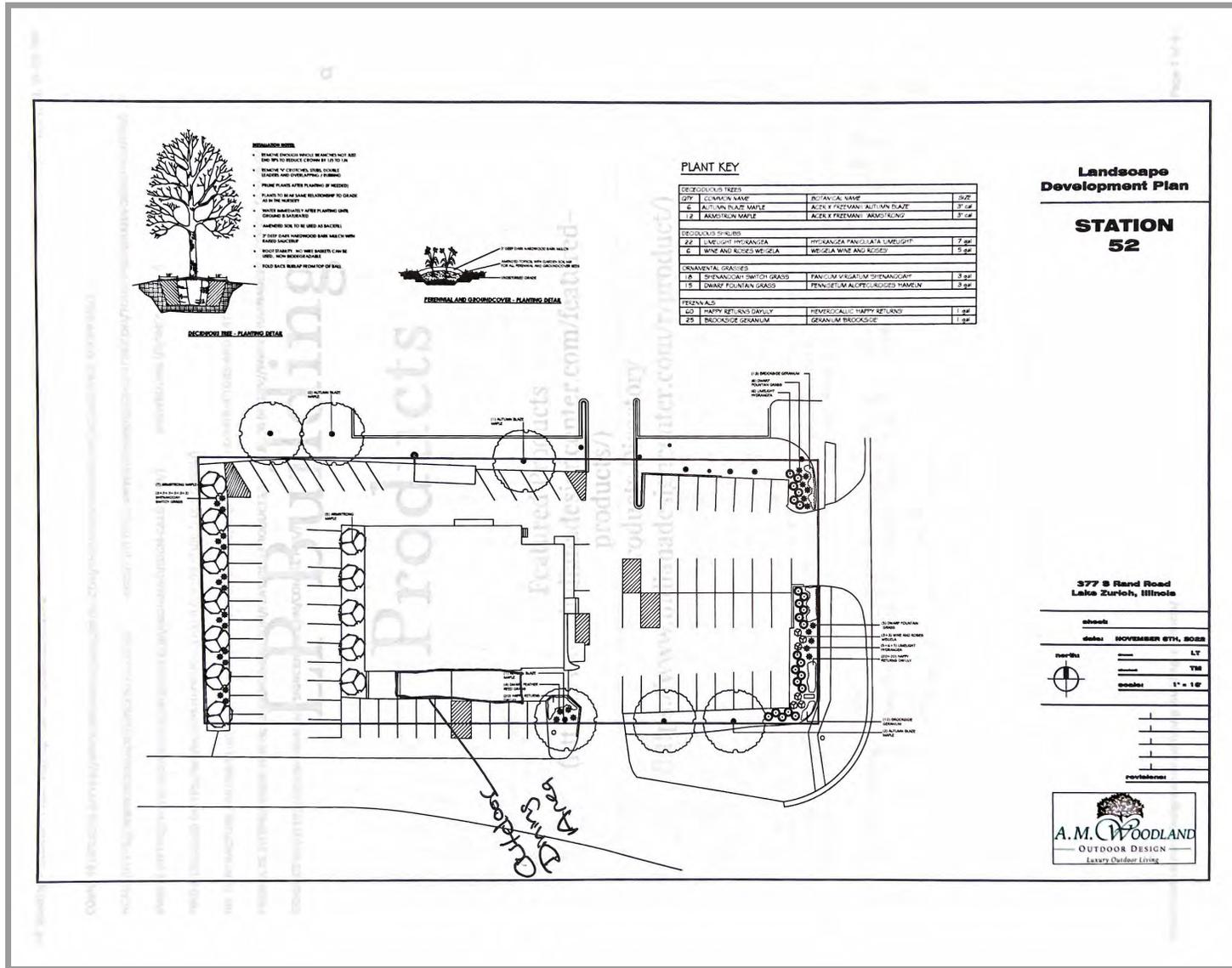
Sellers hereby represent and warrant to Buyers that Seller is the absolute owner of said property, that said property is free and clear of all liens, charges and encumbrances, and that Seller has full right, power and authority to sell said personal property and to make this Bill of Sale. **ALL WARRANTIES 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.



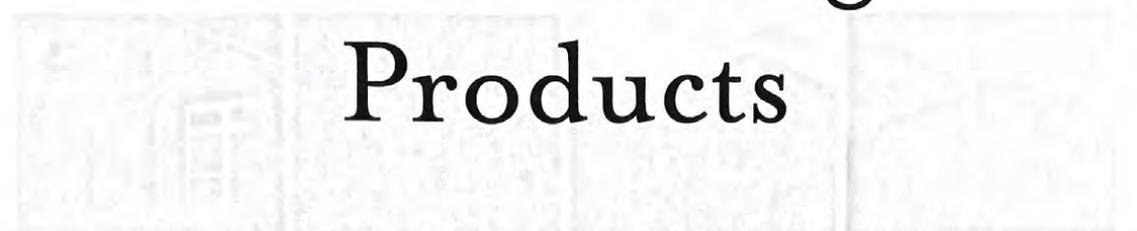






- COVID-19 UPDATES ([HTTPS://WWW.INDIANADESIGNCENTER.COM/SHOWROOM-HOURS-SOCIAL-DISTANCE-SHOPPING/](https://www.indianadesigncenter.com/showroom-hours-social-distance-shopping/))
- HOME ([HTTPS://WWW.INDIANADESIGNCENTER.COM/](https://www.indianadesigncenter.com/)) ABOUT ([HTTPS://WWW.INDIANADESIGNCENTER.COM/TOUR-THE-INDIANA-DESIGN-CENTER/](https://www.indianadesigncenter.com/tour-the-indiana-design-center/))
- EVENTS ([HTTPS://WWW.INDIANADESIGNCENTER.COM/INDIANA-DESIGN-CALENDAR/](https://www.indianadesigncenter.com/indiana-design-calendar/)) SHOWROOMS ([R/SHOWROOM/](https://www.indianadesigncenter.com/showroom/))
- FIND A DESIGNER ([HTTPS://WWW.INDIANADESIGNCENTER.COM/FEATURED-DESIGNERS/](https://www.indianadesigncenter.com/featured-designers/))
- IDC CONTRACTORS / ARTISANS ([HTTPS://WWW.INDIANADESIGNCENTER.COM/FEATURED-CONTRACTORS-AND-ARTISANS/](https://www.indianadesigncenter.com/featured-contractors-and-artisans/))
- PRODUCTS ([HTTPS://WWW.INDIANADESIGNCENTER.COM/FEATURED-PRODUCTS/](https://www.indianadesigncenter.com/featured-products/)) BLOG ([HTTPS://WWW.INDIANADESIGNCENTER.COM/BLOG/](https://www.indianadesigncenter.com/blog/))
- CONTACT US ([HTTPS://WWW.INDIANADESIGNCENTER.COM/CONTACT-US/](https://www.indianadesigncenter.com/contact-us/))

LP Building Products



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Commercial LP Siding Examples



https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP_Logo-Image.png
 LP Building Products Manager
 LP Building Products (mailto:lp@idcinc.com)
 317.417.1133



(https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP_SmartSide-Fair-Oaks-Farms-Farmhouse-Restaurant-2.jpg)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-FlameBlock-Ava.png>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-New-Home.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-Cabin.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-Craftsman-Home.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-FlameBlock-Gallery-2-1.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-Indiana-Golf-Academy.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-Duluth-Trading.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-FlameBlock-Gallery.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-FlameBlock-Varsity.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-Flameblock.jpg>)



(<https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP-SmartSide-Famous-Daves.jpg>)



Commercial LP Siding Examples

(https://www.indianadesigncenter.com/wp-content/uploads/2017/02/LP_Logo-Image.png)

Jeff Bills, Sr. Channel Manager

jeff.bills@lpcorp.com (mailto:jeff.bills@lpcorp.com)

317.627.3724

LP Building Products

533 Church Street, #228

Nashville, TN 37219

W: LP Building Products (<http://lpcorp.com/>)

W: LP SmartSide (<https://www.lpsmartside.com/>)

A L.P. Building Products kiosk display is located in the second floor library area of the IDC.



(<https://www.facebook.com/LPBuildingProducts/>) (<https://twitter.com/lpcorp>)

(<https://www.linkedin.com/company/204367?trk=prof-exp-company-name>)

LP Blog (<http://www.lpsmartside.com/blog/>)

About

At LP Building Products, new solutions for building is who we are. Since we pioneered our first engineered wood product, we've been creating better products to fit the changing needs of the building industry. From engineered wood panels and siding to outdoor building solutions and design software, our innovative products have combined strength, technology and durability.

And when we do it just right, we create entirely new solutions. Take our original and best-selling oriented strand board (OSB). We've incorporated strand technology into many of our building solutions such as: LP Top Notch® sub-flooring series, LP FlameBlock® fire-rated OSB sheathing, LP SmartSide® trim & siding, LP SolidStart® products and LP TechShield® radiant barrier sheathing. On top of that, we've added technology to make certain products moisture resistant, flame retardant, and stronger than traditional lumber and plywood.

Lines Represented

LP SmartSide®, LP FlameBlock®, LP TopNotch®, LP TechShield®, LP SolidStart®, LPArmorStrand®

Professional Affiliations

AIA, CSI

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200 SOUTH RANGLINE RD / CARMEL, IN / 46032 / 317.569.5975 / TF 866.317.9176



Indiana Design Center™

(<https://www.indianadesigncenter.com/>)

December 14, 2022

Dear Chairperson of the Planning & Zoning Commission, Mr. Orlando Stratman:

In Closing, Station 52 Truck Company Bar & Grill, INC is a phone eats first restaurant, featuring eye popping dishes such as our Foot-Long Mozzarella Sticks and our 24" Burritos, to our 14" Tacos and our amazing gourmet burgers. Station 52 will be our second location, with our sister store Station 51 in Antioch, IL.

We are very excited to bring this unique restaurant and dining experience to Lake Zurich. Along with our #StationNation Concepts, we also have 3 locations of BBQ'd Productions, & Elyte Productions at The Lehmann Mansion in Lake Villa, IL. The restaurant business is our specialty and we are confident that this concept will be a huge hit in Lake Zurich. Our sister location, BBQ'd Productions is located next door at 405 N Rand Rd. Between both of these locations, we have so many fun and exciting events, specials, and cross promotion utilization opportunities that will be sure to have the community buzzing and talking about the hottest new corner in Lake Zurich, The Old Rand/Rand Rd Corner.

Recently, the restaurant was operated for approx. 37 years as Fritzl's. We have attached photos of their outdoor dining area, which is located on the South End of the building. We are looking to have our outdoor dining area located in the same location as previous outdoor dining, with proposed pictures attached as well as previous area pictures also attached. Currently at Station 51 in Antioch, our hours are as follows:

Monday: 11am to 10pm

Tuesday: 11am to 10pm

Wednesday: 11am to 10pm

Thursday: 11am to 10pm

Friday: 8am to Mid

Saturday 8am to Mid

Sunday: 11am to 10pm

At Station 52 We are proposing the same hours. Outdoor dining consists during warmer weather, and traditionally is over by end of October, due to Cold Weather. Outdoor Dining usually Starts First or second week of May.

Live Entertainment is something we would like to have at Station 52. Live Music would be indoors only, and during business hours. We feel that this would be a great addition to the community, as there are not many options in the area to listen to live music. Since Covid, many have wanted more options for live music, and we want Station 52 to be their location for live music, fun, and entertainment in the immediate area.

Kris Schoenberger



Station 52 Truck Company Bar & Grill, INC
Stone Cold Stunner, LLC

GENERAL NOTES

- 1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING PERMITS...
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING PERMITS...
3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING PERMITS...
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING PERMITS...
5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE BUILDING PERMITS...

GLAZING & STOREFRONT SYSTEMS

- 1. ALL GLAZING SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL GLAZING SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL GLAZING SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

HVAC

- 1. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
2. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
3. ALL MECHANICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...

GYPSUM WALL BOARD SYSTEM

- 1. ALL GYPSUM WALL BOARD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL GYPSUM WALL BOARD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL GYPSUM WALL BOARD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

CAULKING AND SEALANT

- 1. ALL CAULKING AND SEALANT SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL CAULKING AND SEALANT SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL CAULKING AND SEALANT SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

ELECTRICAL

- 1. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
2. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
3. ALL ELECTRICAL SYSTEMS SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...

WOOD

- 1. ALL WOOD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL WOOD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL WOOD SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

DESIGN SPECIFICATIONS

- 1. ALL DESIGN SPECIFICATIONS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL DESIGN SPECIFICATIONS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL DESIGN SPECIFICATIONS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

EXCAVATION

- 1. ALL EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...
2. ALL EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...
3. ALL EXCAVATION SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...

CONCRETE

- 1. ALL CONCRETE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL CONCRETE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL CONCRETE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

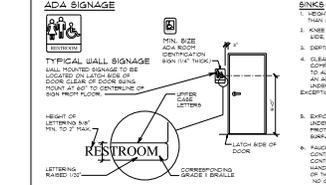
CLEANING

- 1. ALL CLEANING SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...
2. ALL CLEANING SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...
3. ALL CLEANING SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE...

PLUMBING

- 1. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
2. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...
3. ALL PLUMBING SHALL BE INSTALLED IN ACCORDANCE WITH ALL APPLICABLE...

ADA SIGNAGE



- 1. ALL ADA SIGNAGE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL ADA SIGNAGE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL ADA SIGNAGE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

HANDRAILS GRAB BAR SEATS

- 1. ALL HANDRAILS AND GRAB BAR SEATS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL HANDRAILS AND GRAB BAR SEATS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL HANDRAILS AND GRAB BAR SEATS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

WOOD TRUSS AND JOISTS

- 1. ALL WOOD TRUSS AND JOISTS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL WOOD TRUSS AND JOISTS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL WOOD TRUSS AND JOISTS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

DOOR HARDWARE

- 1. ALL DOOR HARDWARE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL DOOR HARDWARE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL DOOR HARDWARE SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

TOILETS

- 1. ALL TOILETS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL TOILETS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
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CLEAR GRAB BAR AT DOORS

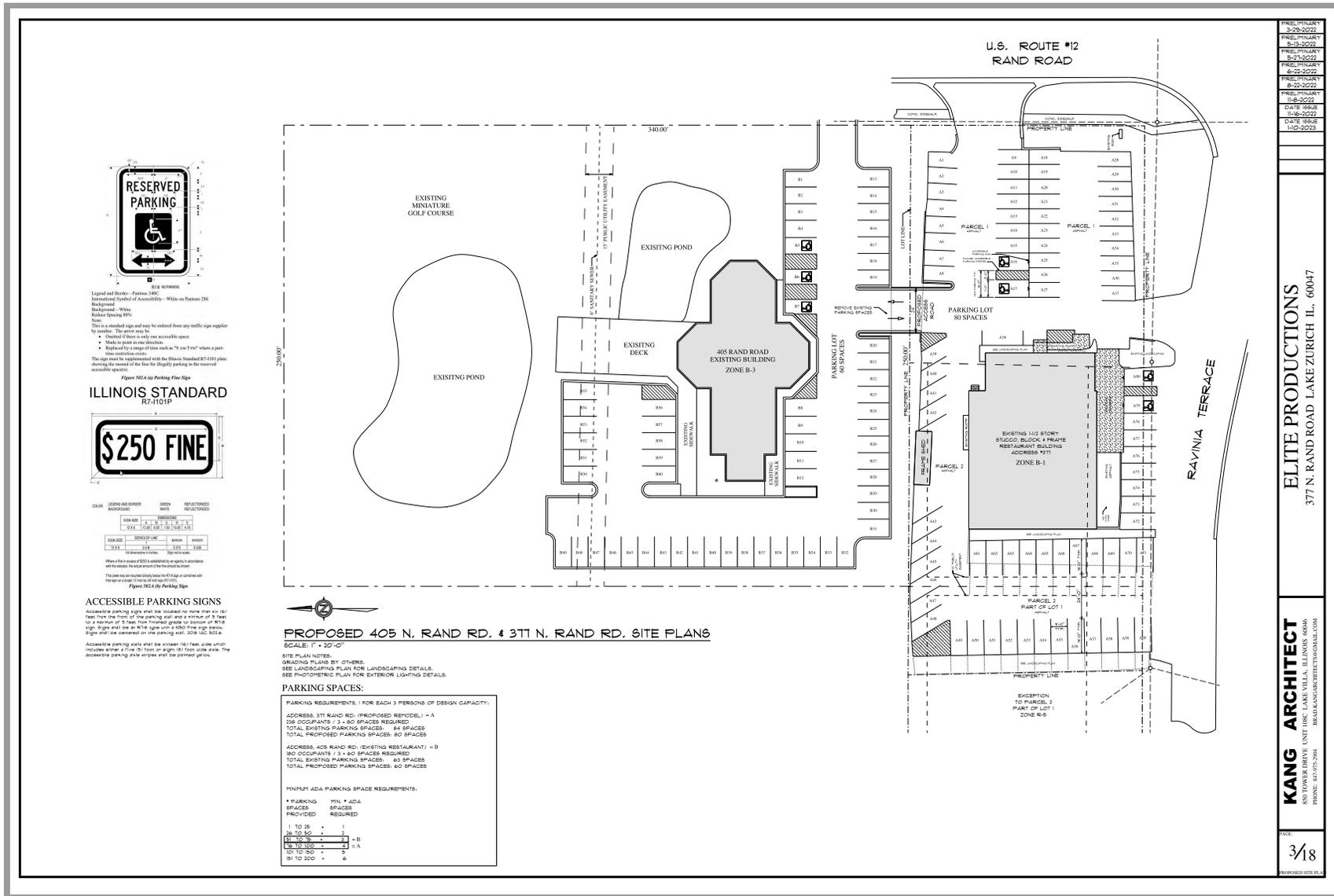
- 1. ALL CLEAR GRAB BARS AT DOORS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL CLEAR GRAB BARS AT DOORS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL CLEAR GRAB BARS AT DOORS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

ADA NOTES & DETAILS

- 1. ALL ADA NOTES AND DETAILS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
2. ALL ADA NOTES AND DETAILS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...
3. ALL ADA NOTES AND DETAILS SHALL BE MANUFACTURED BY THE LISTED MANUFACTURER...

Table with 2 columns: DATE, REVISION. Contains project revision history.

KANG ARCHITECT logo and address: 377 N. RAND ROAD LAKE ZURICH IL, 60047. Includes contact information for Elite Productions.

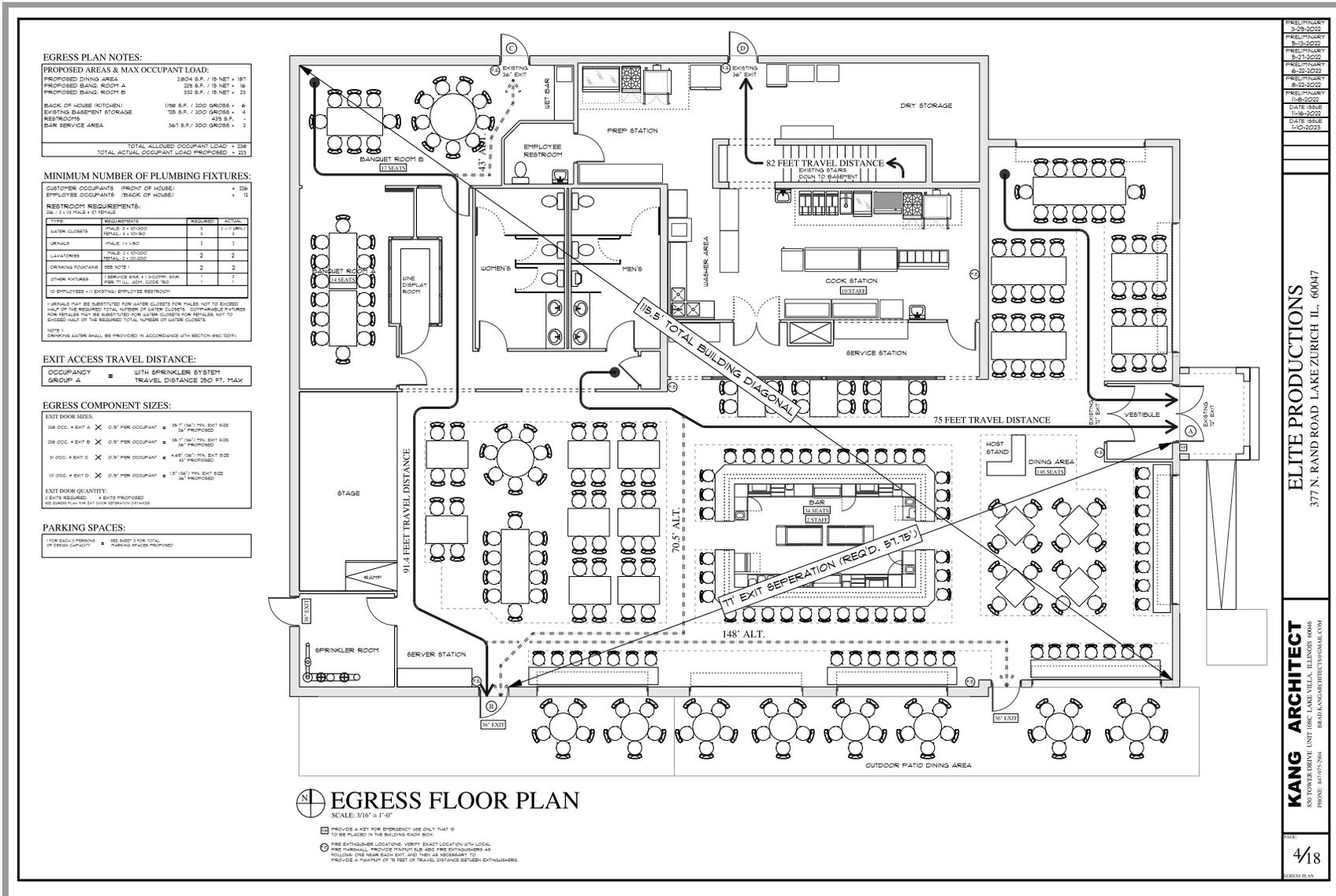


PRELIMINARY 2-28-2022
 PRELIMINARY 3-10-2022
 PRELIMINARY 3-29-2022
 PRELIMINARY 4-29-2022
 PRELIMINARY 5-22-2022
 PRELIMINARY 6-8-2022
 DATE FOR 6-8-2022
 DATE FOR 6-8-2022
 DATE FOR 6-8-2022
 DATE FOR 6-8-2022

ELITE PRODUCTIONS
 377 N. RAND ROAD LAKE ZURICH IL. 60047

KANG ARCHITECT
 850 TOWER DRIVE UNIT 108C LAKE VILLA, ILLINOIS 60046
 PHONE: 630.975.2504
 INFO@KANGARCHITECTS.COM

3/18
 PREPARED SITE PLAN

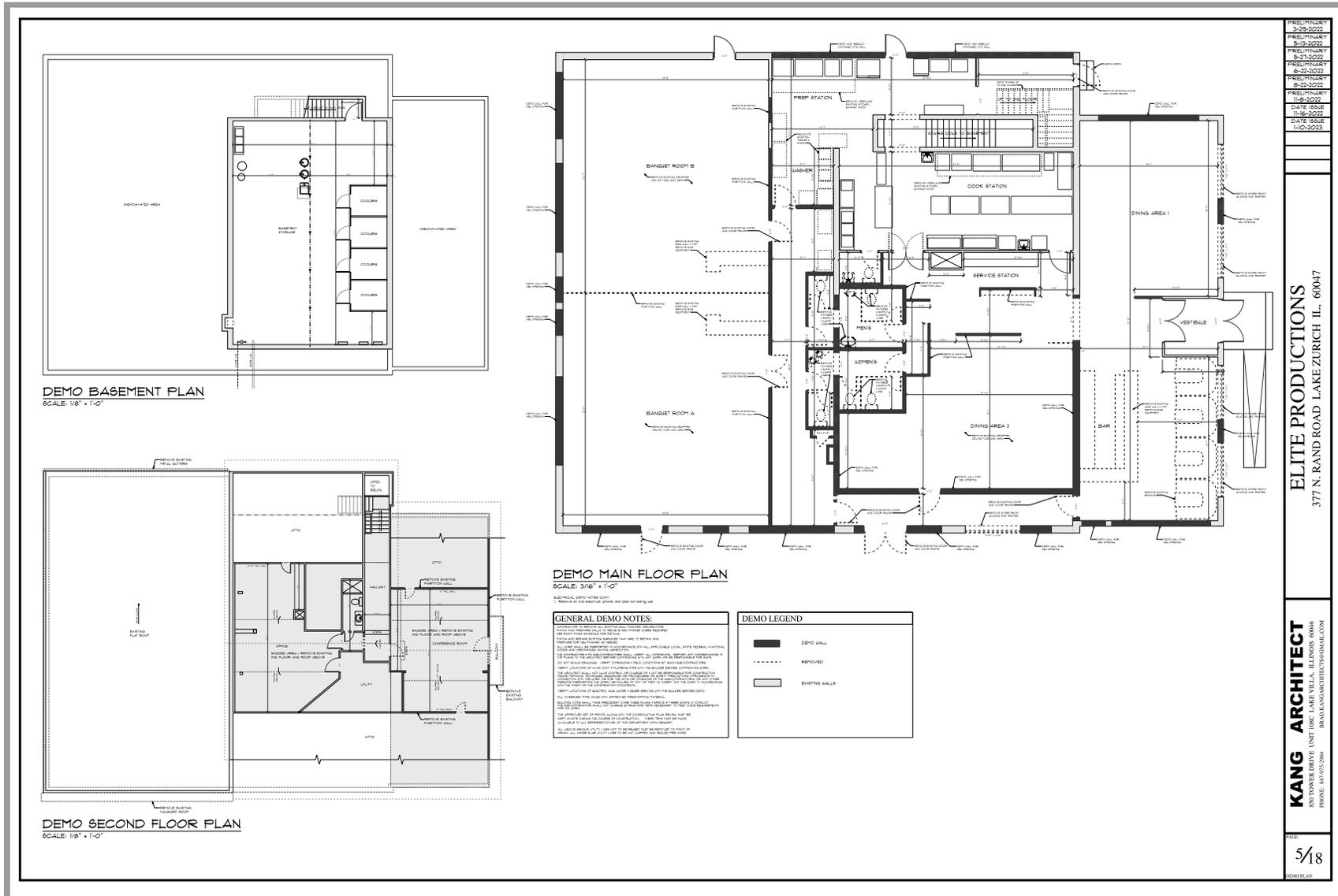


PRELIMINARY 3-23-2022
PRELIMINARY 8-13-2022
PRELIMINARY 8-20-2022
PRELIMINARY 8-22-2022
PRELIMINARY 8-22-2022
DATE REVISION 11-28-2022
DATE REVISION 11-28-2022
DATE REVISION 11-28-2022

ELITE PRODUCTIONS
377 N. RAND ROAD LAKE ZURICH IL, 60047

KANG ARCHITECT
850 TOWER DRIVE UNIT 100C LAKE VILLA, ILLINOIS 60066
PHONE: 847.995.2984
BRAD.KANG@KANGARCHITECTS.COM

4/18
EGRESS PLAN



DEMO EAST ELEVATION
SCALE: 3/16" = 1'-0"

DEMO SOUTH ELEVATION
SCALE: 3/16" = 1'-0"

DEMO NORTH ELEVATION
SCALE: 3/16" = 1'-0"

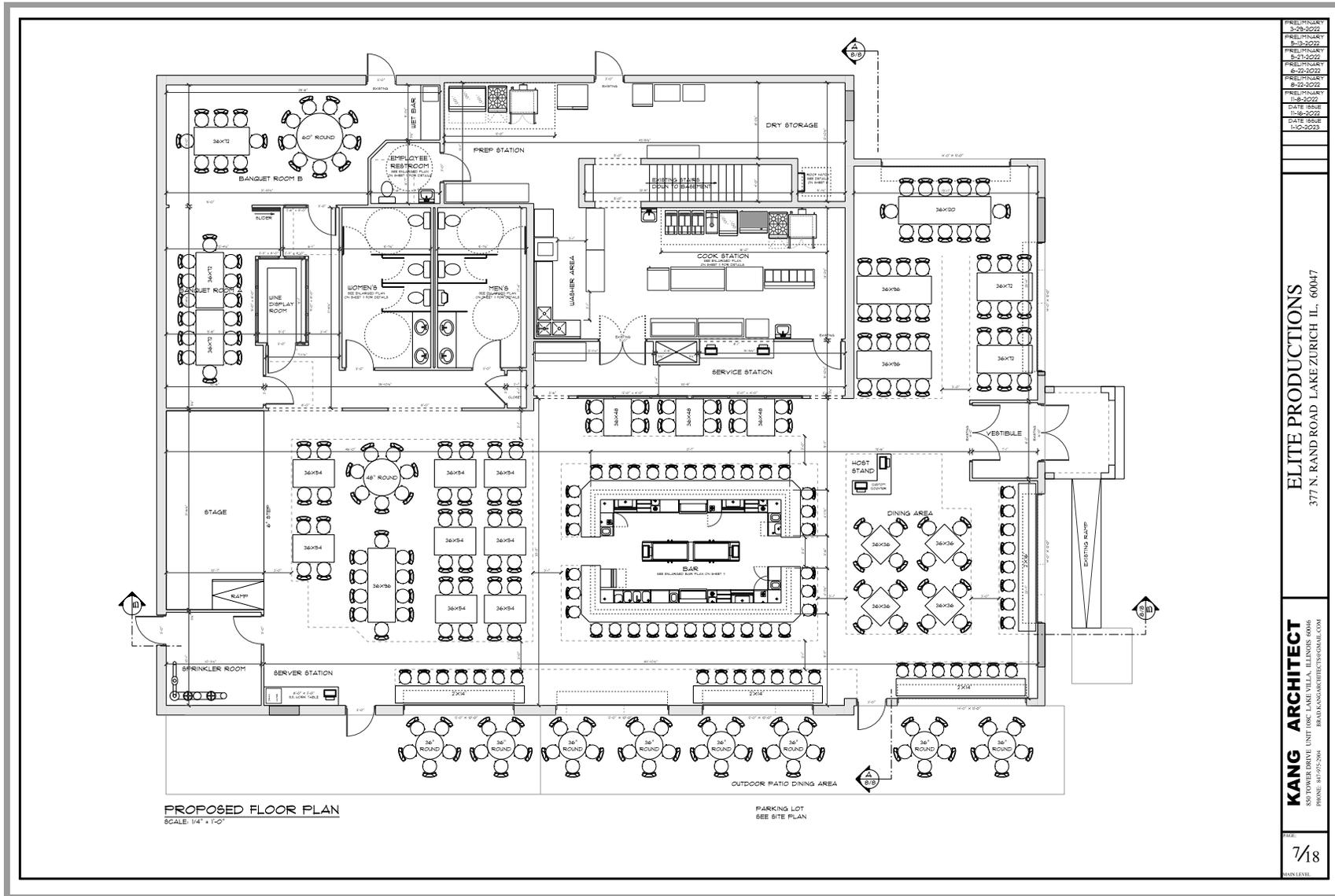
DEMO WEST ELEVATION
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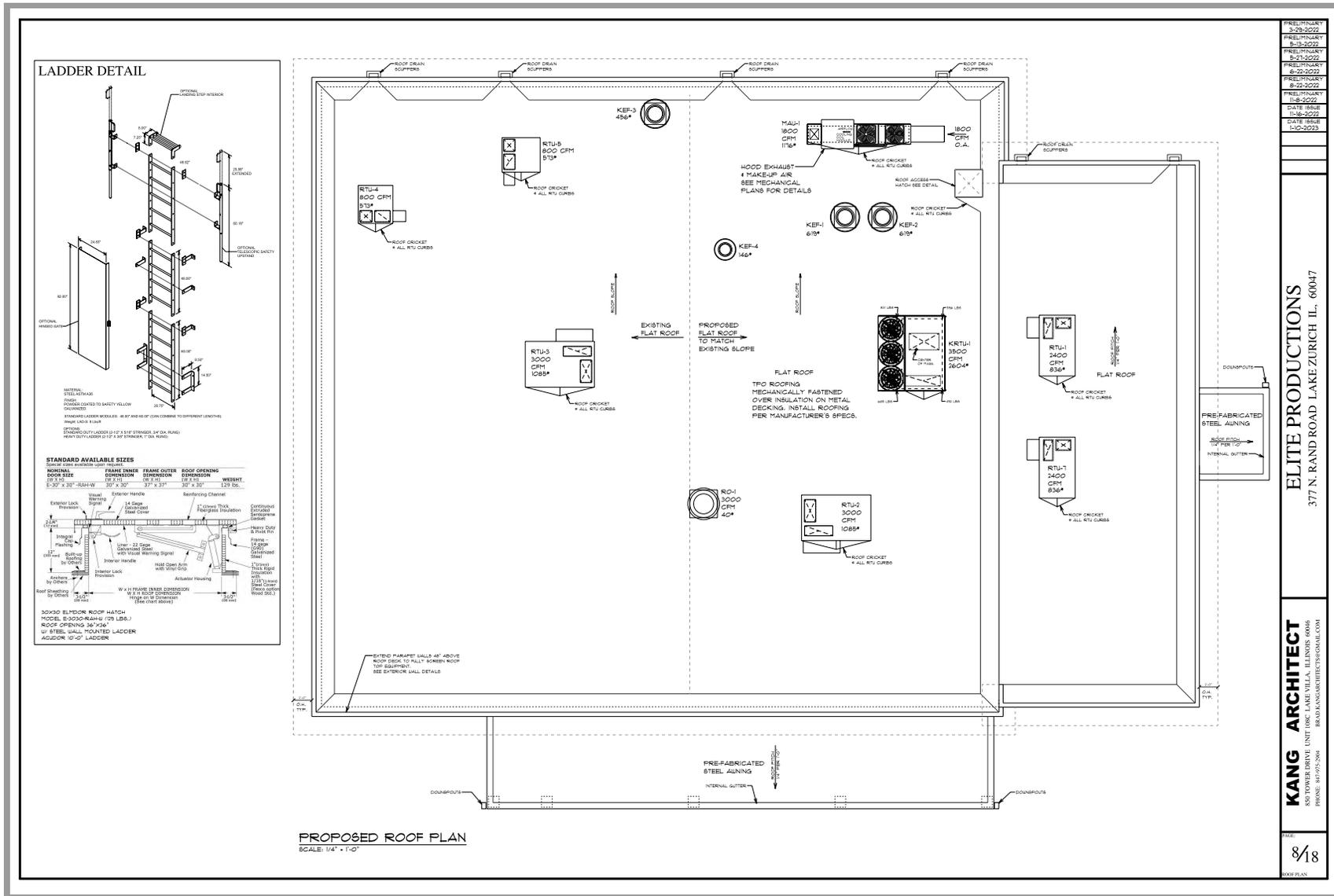
ELITE PRODUCTIONS
377 N. RAND ROAD LAKE ZURICH IL, 60047

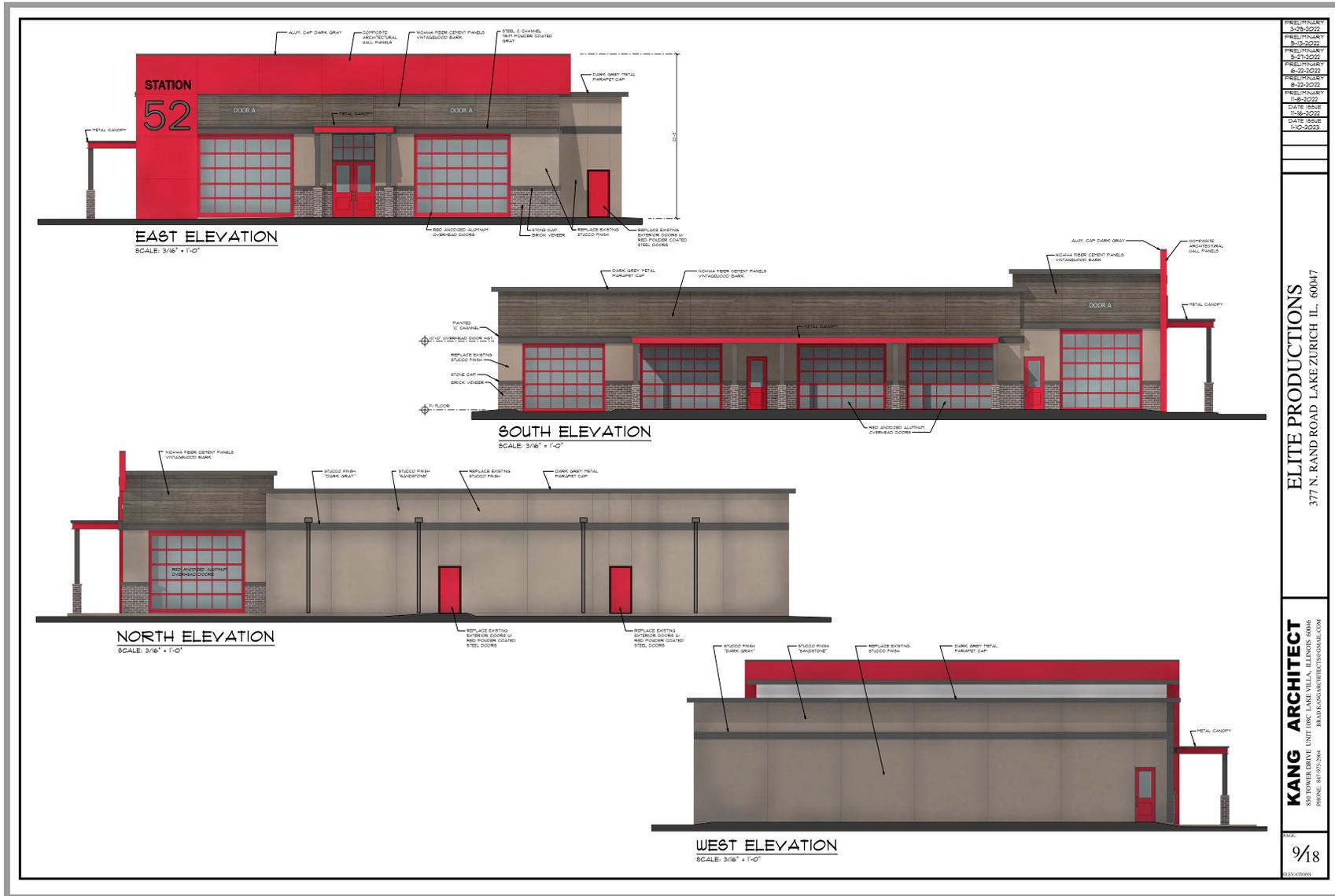
KANG ARCHITECT
850 TOWER DRIVE UNIT 100C LAKE VILLA, ILLINOIS 60046
PHONE: 847.995.2984
WWW.KANGARCHITECTURE.COM

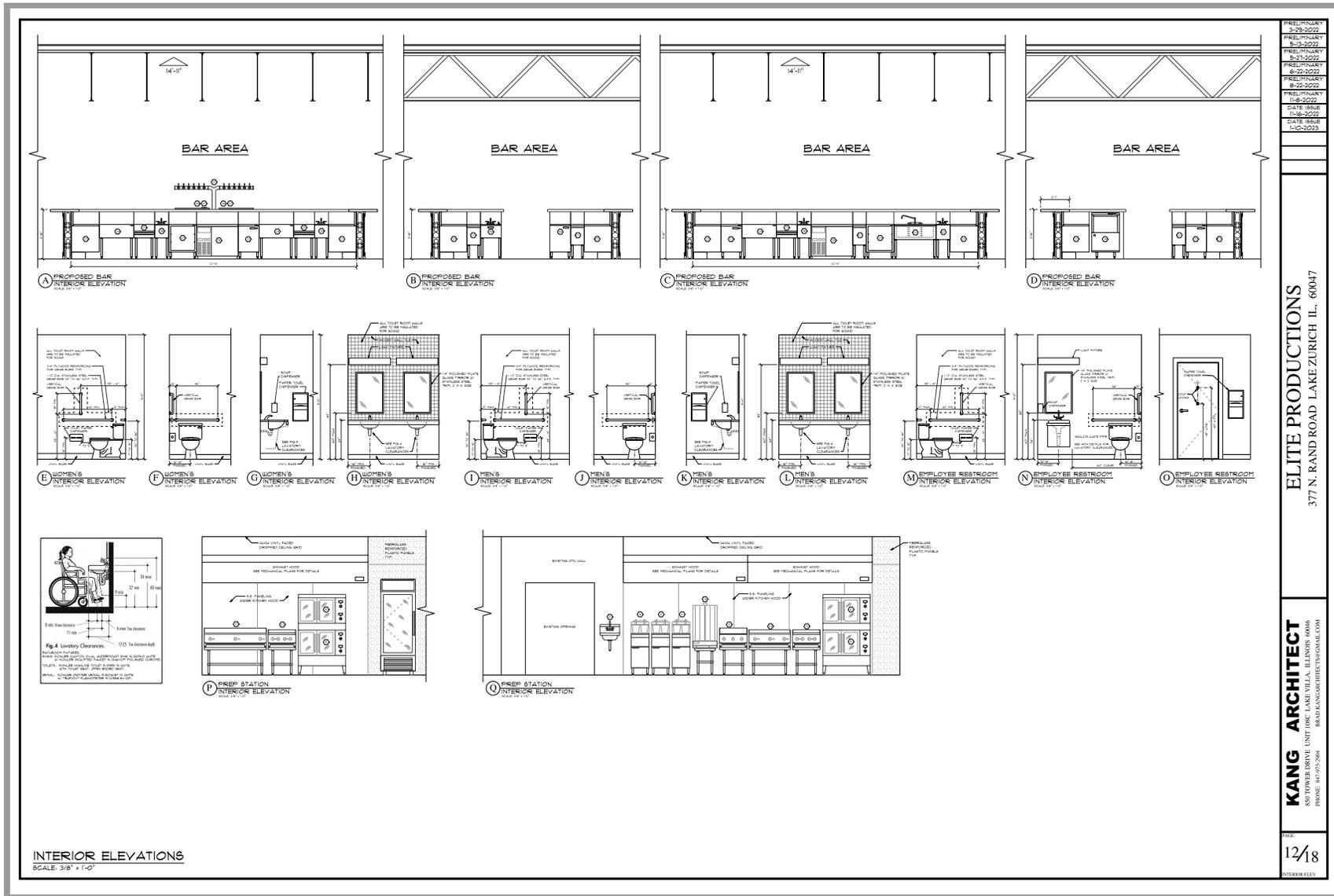
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PRELIMINARY 8-13-2022
PRELIMINARY 8-13-2022
PRELIMINARY 8-20-2022
PRELIMINARY 8-22-2022
PRELIMINARY 11-8-2022
DATE ISSUED 11-30-2022
1-10-2023

FILE: 6/18
2020 ELEVATIONS







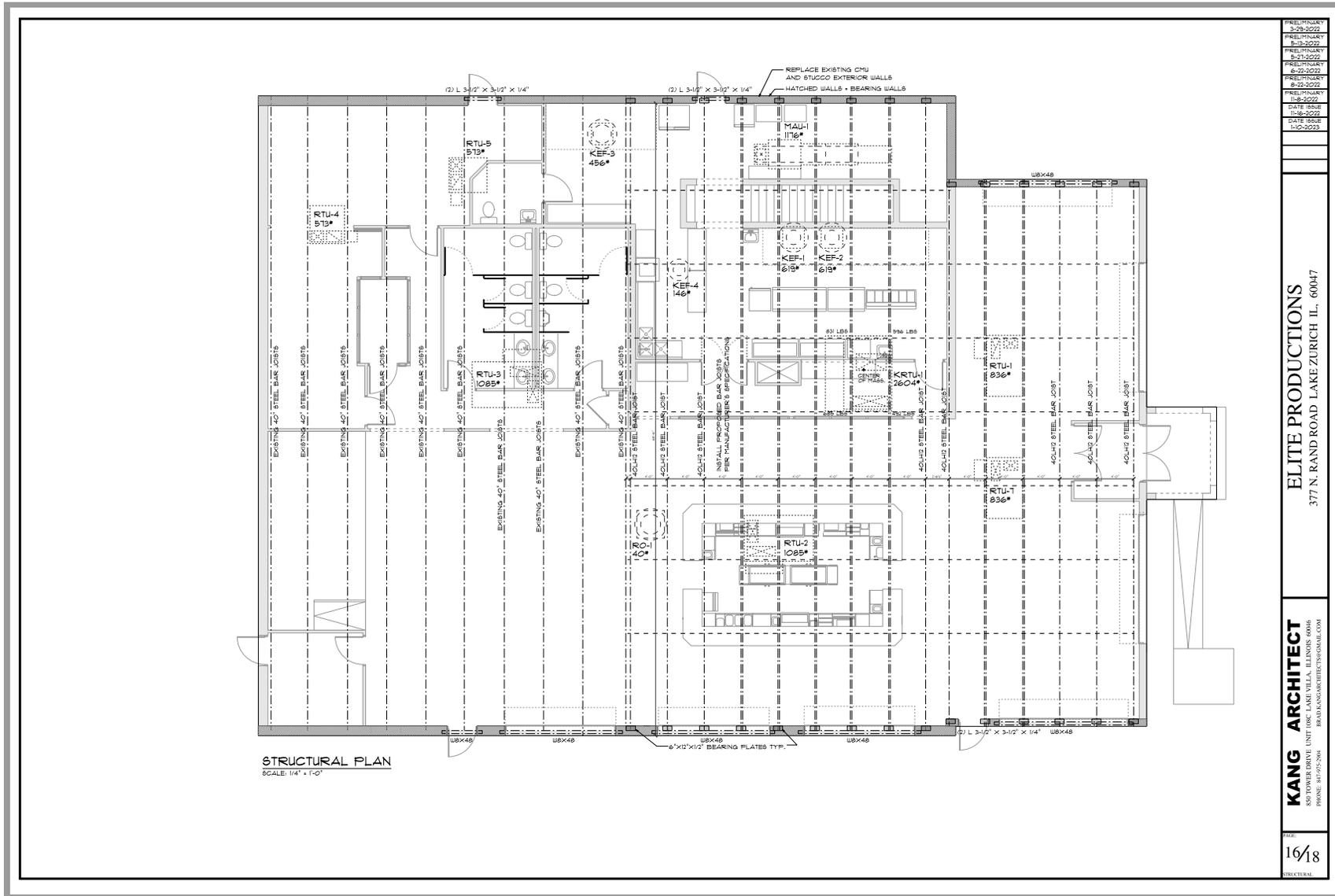


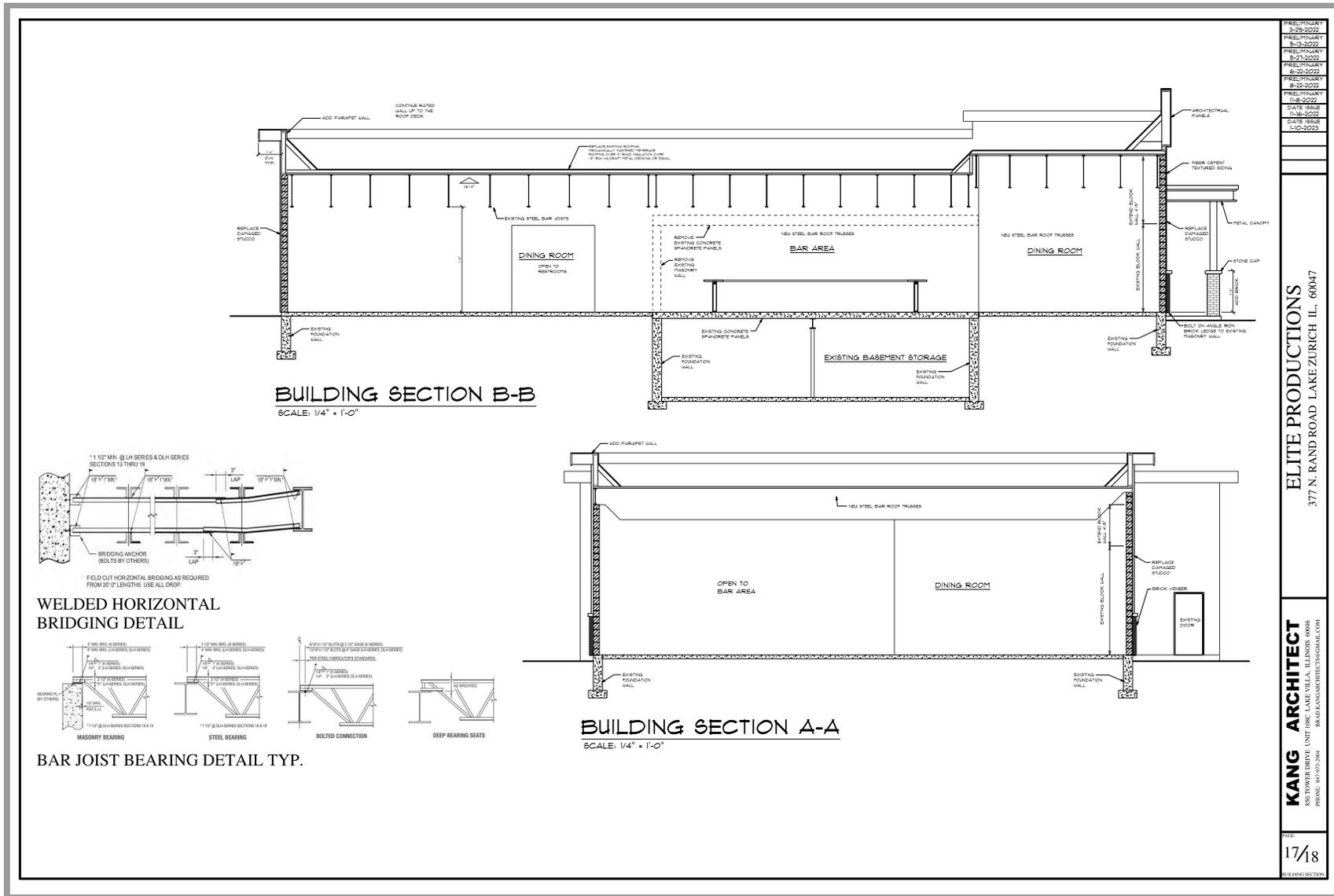
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PRELIMINARY	8-3-2022
PRELIMINARY	8-22-2022
DATE ISSUED	11-8-2022
DATE REVISION	11-8-2022
DATE REVISION	11-02-2023

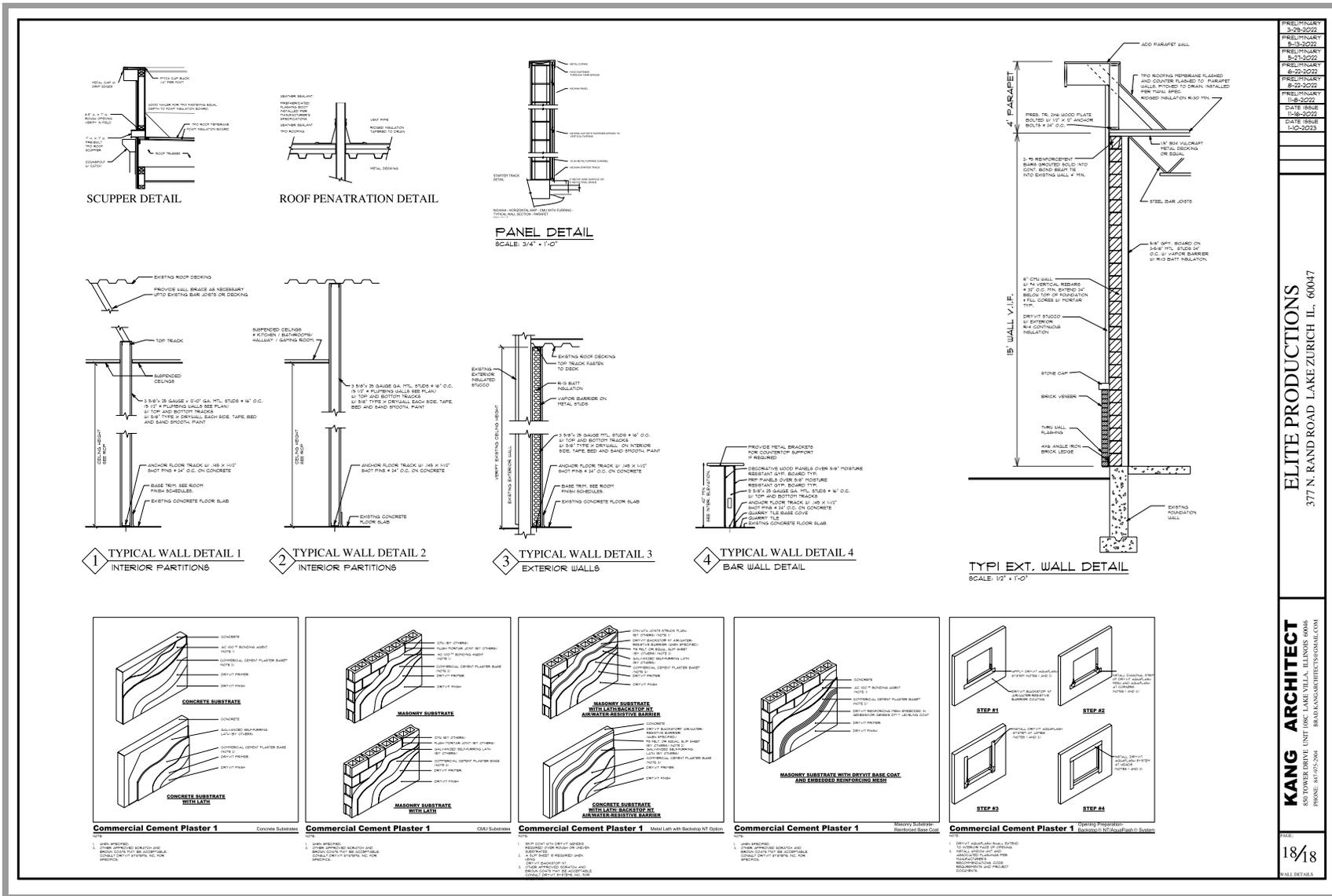
ELITE PRODUCTIONS
377 N. RAND ROAD LAKE ZURICH IL, 60047

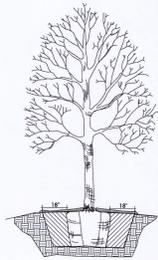
KANG ARCHITECT
850 TOWER DRIVE UNIT 100C LAKE VILLA, ILLINOIS 60066
PHONE: 847.995.2984
BRAD@KANGARCHITECTS.COM

FILE: 12/18
INTERIOR ELEV









- INSTALLATION NOTES**
- REMOVE ENOUGH WHOLE BRANCHES NOT JUST END TIPS TO REDUCE CROWN BY 1/3 TO 1/4
 - REMOVE 1" GROOVES (SOME DOUBLE LEADERS AND OVERLAPPING) RUBBING
 - PRUNE PLANTS AFTER PLANTING (IF NEEDED)
 - PLANTS TO BEAR SAME RELATIONSHIP TO GRADE AS IN THE NURSERY
 - WATER IMMEDIATELY AFTER PLANTING UNTIL GROUND IS SATURATED
 - AMENDED SOIL TO BE USED AS BACKFILL
 - 3" DEEP DARK HARDWOOD BARK MULCH WITH RAISED SHOULDER
 - ROOT STABILITY - 100 WIRE BASKETS CAN BE USED, NON BIODEGRADABLE
 - FOLD BACK BURLAP FROM TOP OF BALL



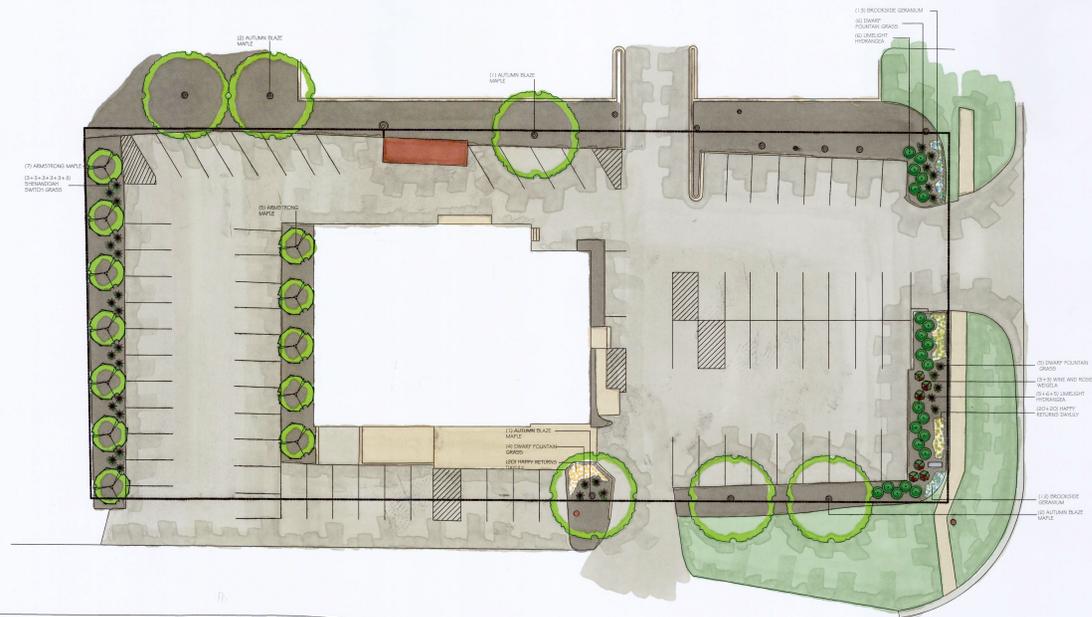
PERENNIAL AND GROUNDCOVER - PLANTING DETAIL

PLANT KEY

DECIDUOUS TREES			
QTY	COMMON NAME	BOTANICAL NAME	SIZE
6	AUTUMN BLAZE MAPLE	ACER X FREEMANII 'AUTUMN BLAZE'	3' cal
12	ARMSTRONG MAPLE	ACER X FREEMANII 'ARMSTRONG'	6' cal
DECIDUOUS SHRUBS			
22	LIMELIGHT HYDRANGEA	HYDRANGEA PANICULATA 'LIMELIGHT'	7' gal
6	WINE AND ROSES WEIGELA	WEIGELA 'WINE AND ROSES'	5' gal
ORNAMENTAL GRASSES			
18	SHENANDOAH SWITCH GRASS	PANICUM VIRGATUM 'SHENANDOAH'	3' gal
15	DWARF FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES 'TAMELEN'	3' gal
PERENNIALS			
60	HAPPY RETURNS DAYLILY	HEMEROCALLIS 'HAPPY RETURNS'	1' gal
25	BROOKSIDE GERANIUM	GERANIUM 'BROOKSIDE'	1' gal

Landscape Development Plan

STATION 52



**377 S Rand Road
Lake Zurich, Illinois**

sheet:

date: NOVEMBER 08TH, 2022

north:

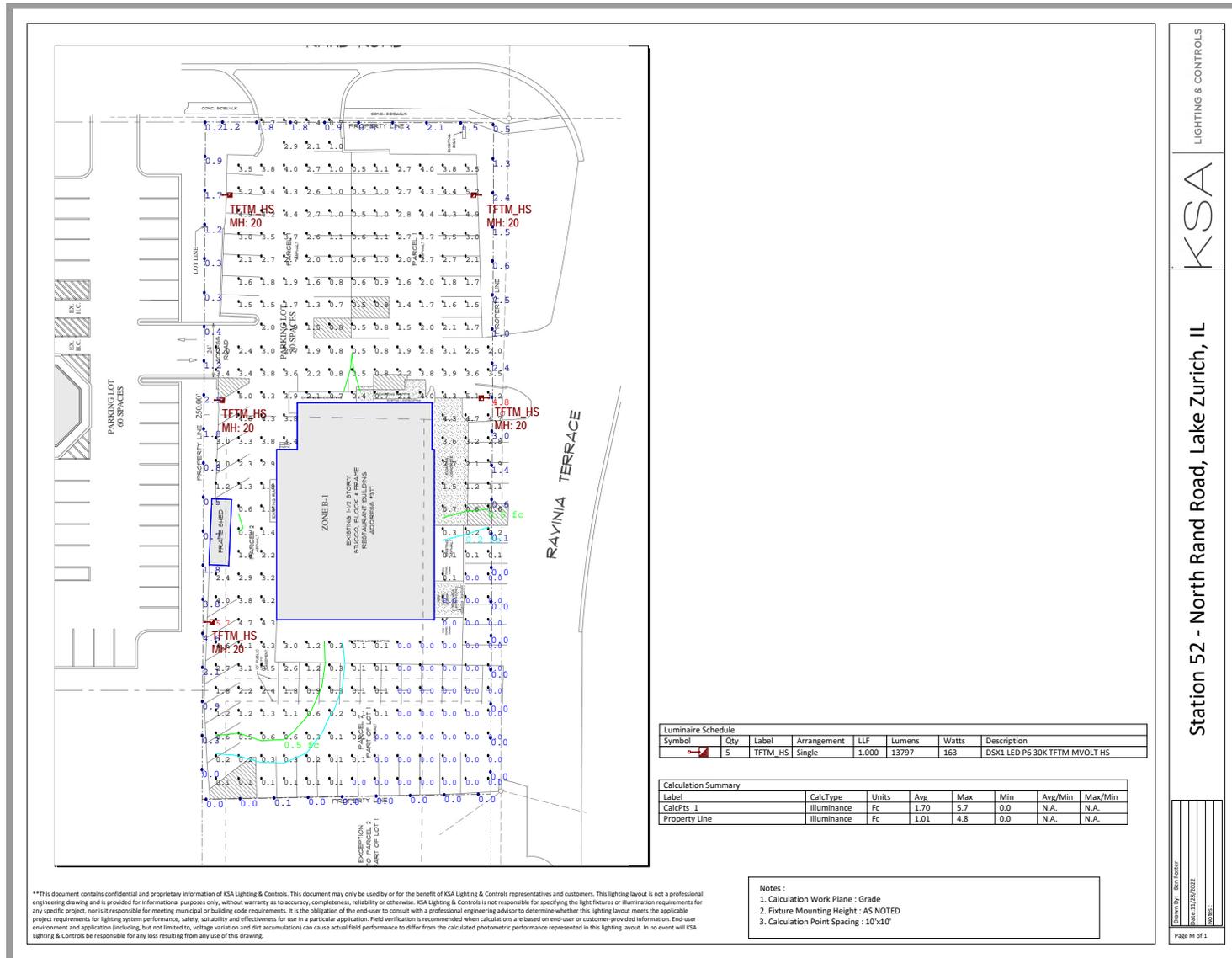
drawn by: LT

checked by: TM

scale: 1" = 16'

revisions:





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Luminaire Schedule							
Symbol	Qty	Label	Arrangement	LLF	Lumens	Watts	Description
	5	TFTM_HS	Single	1.000	13797	163	DSX1 LED P6 30K TFTM MVOLT HS

Calculation Summary							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
CalcPts_1	illuminance	Fc	1.70	5.7	0.0	N.A.	N.A.
Property Line	illuminance	Fc	1.01	4.8	0.0	N.A.	N.A.

- Notes:
1. Calculation Work Plane : Grade
 2. Fixture Mounting Height : AS NOTED
 3. Calculation Point Spacing : 10'x10'

LIGHTING & CONTROLS

KSA

Station 52 - North Rand Road, Lake Zurich, IL

DATE: 12/26/2023
TIME: 10:58:00 AM
USER: JAMES

Page M of 1