



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

March 6, 2023
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

MARCH 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. PUBLIC COMMENT

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

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

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 from Village Board Meeting of February 6, 2023 and February 21, 2023

Attachment: [6a.pdf](#)

B. Approval of Semi-Monthly Warrant Register Dated March 6, 2023 Totaling \$667,600.89

Attachment: [03-06-23 WARRANT Combined.pdf](#)

C. Resolution Approving an Intergovernmental Agreement between the Village of Lake Zurich and Village of Kildeer for Vehicle Servicing (Assign Reso. #2023-03-073)

Summary: The current agreement with Kildeer to provide fleet maintenance and repairs expires on April 30, 2023. This partnership for fleet maintenance has been in effect since 2013, allowing Kildeer to receive quality repairs and maintenance by Lake Zurich technicians familiar with emergency response vehicles in a secured location. Staff has negotiated this revised two-year agreement with a 4.3% increase charged to Kildeer for Lake Zurich's labor rate.

Attachment: [6c.pdf](#)

D. Resolution Approving an Intergovernmental Agreement between the Village of Lake Zurich and Village of Kildeer regarding the Use of Lake Zurich Gas Pumps and Fuel (Assign Reso. #2023-03-074)

Summary: The current agreement with Kildeer to utilize the Lake Zurich fueling system expires on April 30, 2023. This partnership for shared gas pumps and fuel has been in effect since 2003, allowing Kildeer to access re-fueling 24-hours a day in a secured location. Staff has negotiated this revised two-year agreement with an increase charged to Kildeer for Lake Zurich's fee from 15% of fuel used to 19% of fuel used.

Attachment: [6d.pdf](#)

E. Ordinance Granting a Zoning Map Amendment and Special Use Permit to Community Unit School District 95 for 400 South Old Rand Road (Assign Ord. #2023-03-504)

Summary: DLA Architects and Lake Zurich Community Unit School District 95 have filed an application seeking a Zoning Map amendment to change the existing zoning classification at 400 South Old Rand Road from B-1 Local & Community Business District to IB Institutional Building, as well as a Special Use Permit to establish a transition program center. The Planning and Zoning Commission held a public hearing on February 15, 2023 to consider this request. No objections were received and the PZC voted unanimously to recommend approval of the project.

Attachment: [6e.pdf](#)

F. Ordinance Authoring Disposal of Surplus Property Owned by the Village of Lake Zurich (Assign Ord. #2023-03-505)

Summary: Staff has identified pieces of equipment that are not in working order, would require repairs in excess of present market value, or are obsolete.

Attachment: [6f.pdf](#)

G. Two-Year Agreement with J&M Displays for Independence Day Fireworks for 2023 and 2024 in the Amount Not-to-Exceed \$40,000 Each Year

Summary: The FY 2023 budget includes \$40,000 in the Hotel/Motel Tax Fund for the annual July 4th fireworks display over the lake. In January 2022, the Village awarded a three-year fireworks contract to J&M Displays to provide fireworks through 2024 at \$33,000 each year. Due to price increases in the fireworks industry, J&M has requested a 20% increased fee to \$40,000 a year.

Attachment: [6g.pdf](#)

7. NEW BUSINESS

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

A. Agreement with Pir Tano for Main Street District Infrastructure and Streetscape Improvements in the Amount Not-to-Exceed \$5,102,922.49 (Trustee Bobrowski)

Summary: The FY 2023 budget includes \$6.4 million in the TIF District #2 Fund for multi-phase public improvements within Lake Zurich's Main Street District, advancing the Village's strategic goal of infrastructure investment.

- The first phase consists of replacing approximately 2,500 feet of 8-inch watermain, 1,460 feet of 8-inch sanitary sewer, 1,050 feet of storm sewer, and 240 feet sanitary force main on Main Street, Mionke Drive, and Lake Street, which includes full pavement resurfacing.
- The second phase consists of installing 1,015 feet of 12-inch watermain, which includes a 100-foot section of 20-inch steel casing pipe to be augured under the limits of the rail crossing on South Old Rand.
- The third phase consists of streetscape improvements and the relocation of the overhead utilities on South Old Rand.

A competitive bid opening was held on February 22, 2023, resulting in four bids received. The most competitive bid was submitted by Pir Tano Construction Company of Addison, Illinois for a base project amount of \$3,882,337.99. The total requested not-to-exceed amount of \$5,102,922.49 includes \$1,220,584.50 in construction and engineering contingency funds.

The project will be funded through TIF #2, advanced by \$2.0 million from the water fund and \$3.103 million from the capital improvement fund, which includes the Village's \$2.7 million from ARPA. Both the water and capital improvement funds would be eligible for reimbursement as future TIF increment revenue becomes available.

Recommended Action: A motion to approve an Agreement with Pir Tano for Main Street District Infrastructure Improvements in the Amount Not-to-Exceed \$5,102,922.49.

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) (11) pending, probable, or imminent litigation
- 5 ICLS 120/2(c)(12) the establishment of reserves or settlement of claims as provided in the Local Governmental and Governmental Employees Tort Immunity Act

11. ADJOURNMENT

UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH

Board of Trustees
70 East Main Street



AGENDA ITEM

6A

Monday, February 6, 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 (arrived 7.14pm), Trustee Jonathan Sprawka, Trustee Greg Weider. Trustee Dan Bobrowski was absent and excused. Also in attendance: Village Manager Ray Keller, Village Atty. Scott Uhler, Finance Dir. Amy Sparkowski, Management Services Dir. Michael Duebner, Fire Chief Dave Pilgard, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown.
3. PLEDGE OF ALLEGIANCE
4. PRESIDENT'S REPORT / COMMUNITY UPDATE
 - A. Oaths of Office were administered by Commissioner Mike Hilt after Chief Pilgard had introduced the two candidates.
Lieutenant Justin Brooks was pinned by his wife.
Firefighter / Paramedic Bryant Munoz was pinned by his father.
5. PUBLIC COMMENT
Eric Dubiel, 25 N. Pleasant Rd, addressed the Board on various issues.
6. CONSENT AGENDA
 - A. Approval of Minutes of the Village Board Meeting, January 16, 2023
 - B. Approval of Semi-Monthly Warrant Register Dated February 6, 2023
Totaling \$1,349,670.36
 - C. Ordinance Granting a Zoning Variation for a Room Addition at 710 Fieldstone Circle 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.
 - D. Agreement with Schroeder and Schroeder Inc. for 2023 Concrete Curb and Sidewalk Repairs in the Amount Not-to-Exceed \$175,000

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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.

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.

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.

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 Waive 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.

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

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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.

J. **Ordinance Approving a Special Use Permit for Lake Liquors at 103 South Rand Road 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.

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 40 South Rand Road 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 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.

Trustee Gannon requested information on Agenda Item H and Public Works Mike Brown explained the process and the availability of grant funds. All roads are analyzed every few years and then graded for quality. The Promenade will be redone this summer therefore the Food Trucks at Block A will be relocated to Paulus Park.

Recommended Action: A motion was made by Mayor Poynton, seconded by Trustee Weider, 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. **Ordinance Approving a Special Use Permit for Station 52 Truck Company Bar And Grill at 377 North Rand Road. ORD 2023-02-498**

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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.

Mariah Schoenberger of BBQ Productions addressed the Board on her request. There was discussion on the parking and the reciprocal agreement between the nearby dental office parking and the restaurant. There will be no on street parking except for the residents.

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

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

NAYS: 0

ABSENT: 1 Trustee Bobrowski.

MOTION CARRIED.

8. TRUSTEE REPORTS

Trustee Gannon thanked the staff of Public Works for their snow removal in a recent storm.

9. VILLAGE STAFF REPORTS

The Executive Session planned for the evening is cancelled.

10. EXECUTIVE SESSION called for the purpose of: Cancelled

11. ADJOURNMENT

The meeting closed at 7.41pm on a motion by Trustee Euker, seconded by Trustee Sprawka.

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

NAYS: 0

ABSENT: 1 Trustee Bobrowski. MOTION CARRIED.

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date

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



Tuesday, February 21, 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 Marc Spacone, Trustee Jonathan Sprawka, Trustee Greg Weider. Trustee Dan Bobrowski and Trustee Janice Gannon were absent and excused. Also in attendance: Village Manager Ray Keller, Village Atty. Carmen Forte Jr., Finance Dir. Amy Sparkowski, Management Services Dir. Michael Duebner, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown, Park and Rec. Dir. Bonnie Caputo, H.R. Dir. Doug Gibson.
3. **PLEDGE OF ALLEGIANCE**
4. **PRESIDENT'S REPORT / COMMUNITY UPDATE**

Presentation from "Techno Warrioz" on Environmental Sustainability. The group introduced themselves and then gave a PowerPoint presentation giving examples around the community.
5. **PUBLIC COMMENT**

Eric Dubiel, 25 N. Pleasant Rd., addressed the Board on many issues.
6. **CONSENT AGENDA**
 - A. Approval of Semi-Monthly Warrant Register Dated February 21, 2023 Totaling \$1,060,408.39.
 - B. Approval of 2023 External Special Event Requests for Purple Plunge on March 4, Unplugged Fest on August 6, Brazilian Festival on August 12, Alpine Races on August 20, Bushel of Apples Fest on September 22 – 24, My Density Matters 5k Walk on October 15 and Jack O' Lantern World every Thursday – Sunday from September 29 – October 31, 2023 plus Halloween Day

Summary: The Park and Recreation Advisory Board have reviewed and recommend approval of these 2023 special events managed and organized by external organizations seeking to hold their events within Lake Zurich.
 - C. Approval of 2023 Internal Village-sponsored Special Event Requests for the Egg Hunt on April 1, Tween Egg Dash on April 7, Arbor Day on April 29, Food Truck Socials every Wednesday June – August, Farmers Market every Friday from June 2 – September 8, Movies in the Park on June 16 and July 14, Family Fishing Derby on June 18, Groove Grove on June 28, July 26, and August 23, Independence Day on July 4, Rock the Block on September 9, and Miracle on Main on December 2

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Summary: The Park and Recreation Advisory Board have reviewed and recommend approval of these 2023 special events managed and organized by the Village of Lake Zurich.

D. Ordinance Approving the Annual Official Zoning Map of the Village of Lake Zurich ORD 2023-02-499

Summary: Illinois requires all municipalities publish an updated zoning map by March 31 of each year. Changes for 2023 include rezoning one parcel on Buesching Road from R-1/2 Single-Family Residential to R-5 Single-Family Residential, reconfiguring lots at 444 South Rand Road to create a new outlot in the B-3 Regional Shopping Business District, and consolidation of two lots related to the Alpha Tekniko development in the I-Industrial District.

E. Resolution Requesting Temporary Closure of Lake County Jurisdiction on Old McHenry Road on August 20, 2023 for Annual Alpine Races RES. #2023-02-072

Summary: The proposed Resolution authorizes a request to the Lake County Department of Transportation to close a portion of Old McHenry Road from the hours of 6:30 am – 1:00 pm on August 20, 2023 to support the annual Alpine Races.

F. Agreement to Purchase Bulk Rock Salt from Compass Minerals America Inc. in the Amount Not-to-Exceed \$169,200

Summary: The FY 2023 budget includes \$169,200 from the Motor Fuel Tax Fund for the purchase of road salt. On October 28, 2022, a contract was approved by the Illinois Department of Central Management Services with Compass Minerals America Inc. for the purchase of bulk road salt at \$80.57 per ton with the term of the contract to expire on September 30, 2023.

G. Agreement with Apex Landscaping Inc. for 2023 Landscape Maintenance in the Amount of \$214,297 with a Not-to-Exceed Amount of \$260,000 for Additional Landscaping Maintenance as Needed

Summary: The FY 2023 budget includes \$260,000 for landscaping that includes mowing and flower bed maintenance at municipal facilities, State right-of-ways, and public parks. Staff opened competitive bids on January 28, 2022, which revealed Apex Landscaping as the lowest competitive rate. The Village has historically bid landscaping maintenance as a three-year contract due to the extensive training needed to familiarize the contractor with Village parcels and maintenance requirements.

H. Ordinance Amending Title 7, Chapter 6 of the Lake Zurich Municipal Code Concerning the Regulations of Trees ORD. #2023-02-500

Summary: The existing tree ordinance was last comprehensively amended in October 2007 with minor text amendments in 2012 and 2019 to update certain procedural provisions. The Tree Commission met on February 7, 2023 to consider the final draft of these proposed amendments and voted unanimously in favor of Village Board approval.

I. Ordinance Proposing the Establishment of a Backup Special Service Area #20 in the Village of Lake Zurich and Providing for a Public Hearing and Other Procedures in Connection Therewith the Sanctuary of Lake Zurich at the

Village of Lake Zurich Board of Trustees Regular Meeting. Tuesday February 21, 2023 3

Southeast Corner of North Rand Road and North Old Rand Road ORD. #2023-02-501

Summary: The proposed Public Hearing is for the establishment of a backup Special Service Area #20 for maintaining, repairing, reconstructing and/or replacing certain improvements within the Sanctuary subdivision. Special Service Area #20 is being setup as a backup SSA in the event the owners of residential units, the homeowner's association, or any future parties of interest in the area fail to maintain stormwater management improvements or open space areas. No levy of taxes is proposed at this time.

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

AYES: 4 Trustees Euker, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon.

MOTION CARRIED.

7. PUBLIC HEARING TO CONSIDER FORMING BACKUP SPECIAL SERVICE AREA #20 FOR MAINTENANCE AND REPAIR OF CERTAIN IMPROVEMENTS WITHIN THE SANCTUARY OF LAKE ZURICH SUBDIVISION AT THE SOUTHEAST CORNER OF NORTH RAND ROAD AND NORTH OLD RAND ROAD

Summary: The Village proposed an ordinance and public hearing for the establishment of a backup Special Service Area for the ongoing maintenance of improvements such as wetland areas, lakefront beaches, lakefront shoreline, underground detention, storm sewer maintenance, retaining walls, and private roadways located within the property commonly referred to as the Sanctuary of Lake Zurich.

Special Service Area #20 is being set up as a backup SSA in the event that the owners of residential units, the homeowners association, the owner of the commercial restaurant property, or any future parties of interest in the property fail to maintain, repair, reconstruct and/or replace these improvements. No levy of taxes to fund this maintenance is proposed at this time.

Community Development Sarosh Saher explained the need for the hearing and the process.

Recommended Action #1: A motion was made by Trustee Sprawka, seconded by Trustee Euker, to Open the Public Hearing and receive into record any public comments or concerns on the proposed backup SSA #20. *Voice Vote.*

AYES: 4; NAYS: 0; ABSENT: 2. VOICE VOTE

MOTION CARRIED.

The Hearing opened at 7.25pm

PUBLIC COMMENT.

There were none.

Recommended Action #2: A motion was made by Trustee Sprawka, seconded by Trustee Euker, to Close the Public Hearing. *Voice Vote.*

AYES: 4; NAYS: 0; ABSENT: 2. VOICE VOTE

MOTION CARRIED.

The Hearing closed at 7.27pm.

8. NEW BUSINESS

A. **Ordinance Approving Budget Amendment #2 for Fiscal Year 2022 Budget**
ORD. #2023-02-502

Village of Lake Zurich Board of Trustees Regular Meeting. Tuesday February 21, 2023 4

Summary: An evaluation of the financial projections for the 2022 fiscal year has identified a number of necessary budget amendments based on the actual figures or best estimates for projected year-end results. Finance Dir. Amy Sparkowski reported on the process.

Recommended Action: A motion was made by Trustee Sprawka, seconded by Trustee Euker, to approve ordinance 2023-02-502 via a minimum two-thirds majority vote amending the Fiscal Year 2022 Budget.

AYES: 5 Trustees Euker, Spacone, Sprawka, Weider, Mayor Poynton.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon.

MOTION CARRIED.

B. Ordinance Approving Budget Amendment #1 for Fiscal Year 2023 Budget ORD. #2023-02-503

Summary: Recognizing the ever-increasing demand for repair and maintenance of public assets, staff is recommending a reorganization of the Public Works Department. Establishing the position of Project Manager in lieu of a Maintenance Worker II position will provide necessary resources for oversight of public improvement projects.

Recommended Action: A motion was made by Trustee Sprawka, seconded by Trustee Euker, to approve ordinance 2023-02-503 via a minimum two thirds majority vote amending the Fiscal Year 2023 Budget.

AYES: 5 Trustees Euker, Spacone, Sprawka, Weider, Mayor Poynton.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon.

MOTION CARRIED.

C. Agreement with G.E. Riddiford Company for Police Department Roof Replacement in the Amount of \$688,644 with a Total Not-to-Exceed Amount of \$810,000

Summary: The FY 2023 budget includes \$810,000 in the Capital Projects Fund for the replacement of the police department roof, which is the original roof from 2001. A competitive bid opening for this project was conducted on February 2, 2023 with six bids received. G.E. Riddiford Company provided the most competitive bid at \$688,644. The requested not-to-exceed amount of \$810,000 includes another \$121,356 for construction inspections and potential project contingency costs.

Recommended Action: A motion was made by Trustee Spacone, seconded by Trustee Weider, to approve an agreement with G.E. Riddiford Company for Police Department Roof Replacement in the Amount of \$688,644 with a Total Not-to-Exceed Amount of \$810,000.

AYES: 4 Trustees Euker, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon

MOTION CARRIED.

D. Agreement with Master Project for Buffalo Creek Park Facility Roof Replacement in the Amount of \$138,200 with a Total Not-to-Exceed Amount of \$230,000

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Summary: The FY 2023 budget includes \$230,000 in the Capital Projects Fund for the replacement of the Buffalo Creek facility roof. A competitive bid opening for this project was conducted on February 2, 2023 with eight bids received. Master Project provided the most competitive bid at \$138,200. The requested not-to-exceed amount of \$230,000 includes another \$91,800 for construction inspections and potential project contingency costs.

Recommended Action: A motion was made by Trustee Spacone, seconded by Trustee Weider, to approve an agreement with Master Project for Buffalo Creek Park Facility Roof Replacement in the Amount of \$138,200 with a Total Not-to-Exceed Amount of \$230,000

AYES: 4 Trustees Euker, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon.

MOTION CARRIED.

9. TRUSTEE REPORTS

There were none.

10. VILLAGE STAFF REPORTS

Monthly Data Metric Reports

11. ADJOURNMENT

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

AYES: 4 Trustees Euker, Spacone, Sprawka, Weider.

NAYS: 0

ABSENT: 2 Trustees Bobrowski, Gannon.

MOTION CARRIED.

The meeting adjourned at 7.41pm

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date

VILLAGE OF LAKE ZURICH					Page 1 of 13
WARRANT REPORT - 03/06/2023					
\$667,600.89					
<u>GL Number</u>	<u>GL Desc</u>	<u>Vendor</u>	<u>Invoice Description</u>	<u>Amount</u>	
Fund 101 GENERAL					
Dept 00000					
101-00000-21202	AMBULANCE FEES PAYABLE	BLUE CROSS BLUE SHIELD ILLINOIS	AMB REF - BARNABEE, W 10/22/22	1,118.40	
101-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - FEBRUARY 2023	471.59	
Total For Dept 00000					<u>1,589.99</u>
Dept 11006 LEGISLATIVE MAYOR & BOARD					
101-11006-51654	MEMBERSHIPS & SUBSCRIPTIONS	LZ AREA CHAMBER OF COMMERCE	ANNUAL CHAMBER MEMBERSHIP DUES	390.00	
101-11006-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	NOTARY STAMP - JOHNSON	24.95	
101-11006-54303	LEGAL NOTICE/PUBLISHING	STERLING CODIFIERS LLC	VILLAGE CODE UPDATES	336.64	
Total For Dept 11006 LEGISLATIVE MAYOR & BOARD					<u>751.59</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION					
101-12001-51652	TRAINING AND MEETINGS	LZ AREA CHAMBER OF COMMERCE	CHAMBER EXPO REGISTRATION	650.00	
101-12001-51652	TRAINING AND MEETINGS	TST* KOFFEE KUP RESTAU LAKE ZURI	COFFEE WITH THE MAYOR	29.04	
Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION					<u>679.04</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES					
101-12120-51655	EMPLOYEE RECOGNITION	OREGANO CORNER CAFE 847-56630	VH STAFF HOLIDAY LUNCHEON	318.80	
101-12120-54303	LEGAL NOTICE/PUBLISHING	ILIPRA.ORG ILIPRA.OR	JOB POSTING	180.00	
Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES					<u>498.80</u>
Dept 13001 FINANCE ADMINISTRATION					
101-13001-51654	MEMBERSHIPS & SUBSCRIPTIONS	ILLINOIS GFOA	MEMBERSHIP 2023	450.00	
101-13001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	FILE FOLDERS, STAPLES, TAPE, RIBBON, POST IT	50.19	
Total For Dept 13001 FINANCE ADMINISTRATION					<u>500.19</u>
Dept 17001 TECHNOLOGY ADMINISTRATION					
101-17001-52111	OTHER PROFESSIONAL SVCS	GOVHR USA, LLC	JOB ADVERTISEMENT	100.00	
101-17001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT - MAR	2,095.60	
101-17001-52111	OTHER PROFESSIONAL SVCS	MICROSYSTEMS INC.	MS CLOUD SERVICES - JAN	98.54	
101-17001-53407	EQUIP MAINT PART&SUPPLIE	MOTOROLA SOLUTIONS, INC	REPAIR LABOR	200.00	
101-17001-56601	CAPITAL LEASE	TOSHIBA FINANCIAL SERVICES	FINANCE COPIER LEASE	192.31	
Total For Dept 17001 TECHNOLOGY ADMINISTRATION					<u>2,686.45</u>
Dept 24001 POLICE ADMINISTRATION					
101-24001-51651	LICENSING/CERTIFICATIONS	VICTOR INSURANCE MANAGERS INC	STEINER - NOTARY	30.00	
101-24001-51652	TRAINING AND MEETINGS	LAKE COUNTY CHIEFS OF POLICE ASSOC	MONTHLY CHIEFS TRAINING MEETING	84.00	
101-24001-51652	TRAINING AND MEETINGS	NORTHERN ILLINOIS UNIVERSITY	REFUND: NIU FIN FORECAST - HUSAK	(74.00)	
101-24001-51654	MEMBERSHIPS & SUBSCRIPTIONS	FBINAA	HUSAK - FBI ANNUAL DUES	125.00	

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101-24001-51654	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY CHIEFS OF POLICE ASSOC	HUSAK - LCCPA ANNUAL DUES	50.00
101-24001-51654	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY CHIEFS OF POLICE ASSOC	LC CHIEFS ANNUAL DUES - ANDERSON	100.00
101-24001-52111	OTHER PROFESSIONAL SVCS	MIDWEST MEDICAL REC ASSOC INC	SUBPOENA FEES	91.34
101-24001-52602	WASTE REMOVAL	STERICYCLE, INC	BIOHAZARD WASTE REMOVAL - MAR	31.79
101-24001-53203	TELEPHONE & DATA SVCS	COMCAST CABLE COMMUNICATIONS MGMT	CABLE - PD	63.18
101-24001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	419.90
101-24001-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	TIE BAR - JOHNSON	28.34
Total For Dept 24001 POLICE ADMINISTRATION				949.55
Dept 24210 POLICE OPERATIONS				
101-24210-51652	TRAINING AND MEETINGS	HARPER CE-DESTINY www.ex.co	TRAINING COURSE - MAHANNA	195.00
101-24210-53207	PRINTING-STATIONERY/FORM	JUMBOPOSTCARD.COM, INC	BUSINESS CARDS - EBBING PARLBURG	63.00
101-24210-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	LENS CLEANING WIPES	400.28
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	OAKLEY BALLISTIC FRAM GLASSES - MITCH	209.64
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	SCOUT LIGHT, PANTS - MITCH	201.70
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	VEST - PARLBURG	655.00
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	DEFENDERS, TACTICAL 300 ELECTRO - MAHANNA	154.99
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	TACTICAL 3 LENS - MAHANNA	134.64
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	PANTS - PANIK	145.92
101-24210-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	POLOS - SIEBER	253.24
101-24210-53209	UNIFORMS	JG UNIFORMS INC.	PANTS - SIEBER	238.95
101-24210-53209	UNIFORMS	LONSKI, ANGELA	PANTS, POLOS	187.82
101-24210-53209	UNIFORMS	YOUNG, ADAM	DUTY BELT GEAR	214.83
101-24210-53209	UNIFORMS	YOUNG, ADAM	SUNGGLASSES	133.75
Total For Dept 24210 POLICE OPERATIONS				3,188.76
Dept 24230 POLICE CRIME PREVENTION				
101-24230-51652	TRAINING AND MEETINGS	DONATION FROM DAVID AN HTTPSWWW.	SGT. WITT CONFERENCE	375.00
101-24230-51652	TRAINING AND MEETINGS	EB HIGH IN PLAIN SIGH 801-413-7	TRAINING SEMINAR LONSKI FREY	150.00
101-24230-52111	OTHER PROFESSIONAL SVCS	CRITICAL REACH	APB.NET ANNUAL DUES	530.00
101-24230-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	2 DOORSTOP	69.90
Total For Dept 24230 POLICE CRIME PREVENTION				1,124.90
Dept 25001 FIRE ADMINISTRATION				
101-25001-51655	EMPLOYEE RECOGNITION	ALL AMERICAN GIFTS 760-32793	RETIREMENT FLAG CASE	211.90
101-25001-51655	EMPLOYEE RECOGNITION	ALL AMERICAN GIFTS 760-32793	FLAG CASE	211.90
101-25001-51655	EMPLOYEE RECOGNITION	JEWEL #3485 LAKE ZURI	COFFEE & CAKE - NEW HIRE	66.47
101-25001-51655	EMPLOYEE RECOGNITION	JEWEL #3485 LAKE ZURI	RETIREMENT CAKE	52.38
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE INC	SHIPPING COSTS	15.05
101-25001-53206	POSTAGE & SHIPPING	UNITED PARCEL SERVICE INC	SHIPPING COSTS	23.88

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101-25001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	PEN HOLDERS, CLIPS FOR CLIPBOARDS	55.88
101-25001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	FILTERS - ST. 2	22.49
101-25001-53208	OFFICE SUPPLIES	NATIONAL FIRE PROTECTION ASSN.	NFPA 1582	87.95
101-25001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	BINDERS, CERT FRAMES, SHEET PROTECTORS	49.20
101-25001-53209	UNIFORMS	5.11 INC. 866-45117	511 CAPITAL PANT	37.18
101-25001-53209	UNIFORMS	5.11 INC. 866-45117	511 FLEECE JACKET	63.21
101-25001-53209	UNIFORMS	AMAZON.COM SALES, INC	PAINT PENS - WHITE	19.89
101-25001-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	JACKET FOR KLEINHEINZ	78.61
101-25001-53209	UNIFORMS	TAYLOR'S TINS LLC	PASSPORTS (11)	118.00
101-25001-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	SCREWS FOR ST. 1	29.57
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	TRASH CAN DOLLY	41.97
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	HEATER - ST. 1	81.91
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAINT PENS - WHITE	6.79
101-25001-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	SCREWS FOR ST. 1	41.97
101-25001-53211	OTHER SUPPLIES	HOME DEPOT CREDIT SERVICES	CLOSET ROD, POLE SOCKET	155.44
101-25001-52111	OTHER PROFESSIONAL SVCS	LEADINGIT SOLUTIONS, INC	SUPPORT AGMT 2023 - MAR	1,128.40
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, DETERGENT - ST. 3	143.94
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER TOWELS, Z FOLDS - ST. 1	246.09
101-25001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	WATER PITCHER - ST. 1	67.50
101-25001-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	FILTERS - ST. 2	123.45
Total For Dept 25001 FIRE ADMINISTRATION				3,181.02
Dept 25310 FIRE EMERGENCY MANAGEMENT				
101-25310-53211	OTHER SUPPLIES	PETTY CASH - FIRE/RESCUE #1	CPR EVENT - DONUTS, COFFEE, CUPS	159.67
Total For Dept 25310 FIRE EMERGENCY MANAGEMENT				159.67
Dept 25320 FIRE FIRE SUPPRESSION				
101-25320-51652	TRAINING AND MEETINGS	BOOTH, CLAYTON	PER DIEM - FDIC APR '23	352.00
101-25320-51652	TRAINING AND MEETINGS	CLARION/FDIC 2023	FDIC TUITION - RECHT #36999	5,184.00
101-25320-51652	TRAINING AND MEETINGS	ELEVATED SAFETY LLC	TUITION SPRAT LEVEL I	1,595.00
101-25320-51652	TRAINING AND MEETINGS	ESO.COM* 2023 WAVE FEA ESO.COM	WAVE CONFERENCE TUITION X 2	2,198.00
101-25320-51652	TRAINING AND MEETINGS	HENRIKSEN, JASON	PER DIEM - FDIC APR '23	352.00
101-25320-51652	TRAINING AND MEETINGS	STODOLA, BRIAN	PER DIEM - FDIC APR '23	352.00
101-25320-51652	TRAINING AND MEETINGS	TANNER, ALEX	PER DIEM - FDIC APR '23	352.00
101-25320-51652	TRAINING AND MEETINGS	YEE, BENNY	PER DIEM - NAT'L FIRE STAFF/COMMAND CLASS	274.00
101-25320-53209	UNIFORMS	AIR ONE EQUIPMENT INC	REPLACE HELMETS - UPCOMING RETIRES, NEW HIRES, PROMOTIONS	3,789.00
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	REPLACE KNEE PADS	150.00
101-25320-53209	UNIFORMS	FIREGROUND SUPPLY	BOOTS - ROWE	410.00
101-25320-53210	SMALL TOOLS & EQUIP	AIR ONE EQUIPMENT INC	U-CUPS SEAL GRAY, O-RINGS	54.50
101-25320-54305	EMPLOYEE EXAMS	ISAAC RAY FORENSIC GROUP, LLC	FITNESS FOR DUTY EVALUATION - BLAAUW	9,831.25

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101-25320-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	SCBA SUPPLIES - REGULATORS	714.00	
101-25320-53407	EQUIP MAINT PART&SUPPLIE	TSI INCORPORATED	ISOPROPYL ALCOHOL FOR PORTACOUNT	185.94	
Total For Dept 25320 FIRE FIRE SUPPRESSION				<u>25,793.69</u>	
Dept 25330 FIRE EMS					
101-25330-52111	OTHER PROFESSIONAL SVCS	ANDRES MEDICAL BILLING	AMBULANCE FEES - JAN 2023	1,382.64	
101-25330-52111	OTHER SUPPLIES	AMERICAN GASES CORP	OXYGEN RENTAL	124.01	
Total For Dept 25330 FIRE EMS				<u>1,506.65</u>	
Dept 25340 FIRE SPECIAL RESCUE					
101-25340-51652	TRAINING AND MEETINGS	NE IL PUBLIC SAFETY TRAINING ACADEM	TUITION	630.38	
101-25340-52111	OTHER SUPPLIES	AFC INTERNATIONAL, INC	HXG-2D GAS DETECTORS W/ REPLACE SENSOR	1,951.71	
Total For Dept 25340 FIRE SPECIAL RESCUE				<u>2,582.09</u>	
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION					
101-28001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	JAN 2023 LIFETIME REVIEW	614.00	
101-28001-52113	ENGR/ARCHITECTURAL	PADDOCK PUBLICATIONS INC.	SANCTUARY BACKUP SSA - AD #1873180	322.00	
101-28001-52024	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW - JAN '23	49.17	
101-28001-53207	PRINTING-STATIONERY/FORM	JUMBOPOSTCARD.COM, INC	BUS CARDS - FRANCIS, HIGGINS, GERLING, POLONY	113.29	
101-28001-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	CD CHARGERS	13.98	
101-28001-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	WINTER GEAR	115.85	
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				<u>1,228.29</u>	
Dept 36001 PUBLIC WORKS ADMINISTRATION					
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 2/16	32.76	
101-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 2/23	32.76	
101-36001-52113	ENGR/ARCHITECTURAL	CHRISTOPHER B. BURKE ENG., LTD	JAN 2023 REVIEW - 400 S OLD RAND RD	1,031.75	
101-36001-52603	LAKE/WATER QUALITY MGMT	PADDOCK PUBLICATIONS INC.	NATURAL AREAS BID AD #4594771	93.15	
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS 2/16	53.33	
101-36001-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS - 2/23	89.37	
101-36001-52701	MAINT-BLDGS & GROUNDS	DOCK & DOOR NATIONAL LLC	505 EAST SERVICE DOOR	2,664.00	
101-36001-52701	MAINT-BLDGS & GROUNDS	MARTIN ENTERPRISES HEATING/AIR COND	PD HVAC RTU 3 LIMIT SWITCH	604.25	
101-36001-52701	MAINT-BLDGS & GROUNDS	MC GINTY BROS., INC.	HAZARD TREE REMOVAL	3,200.00	
101-36001-52701	MAINT-BLDGS & GROUNDS	MC GINTY BROS., INC.	HAZARD TREE REMOVAL	3,300.00	
101-36001-52701	MAINT-BLDGS & GROUNDS	METRO DOOR & DOCK, INC	505 UTIL 3 DOOR REPAIR	1,991.68	
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEN PEST MANAGEMENT SERVICES	PD PEST CONTROL - FEB	93.00	
101-36001-52701	MAINT-BLDGS & GROUNDS	SMITHREEN PEST MANAGEMENT SERVICES	PW PEST CONTROL - FEB	49.00	
101-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW - JAN	264.68	
101-36001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	MOUSE PAD, STAPLE REMOVER, PAPER	225.57	
101-36001-53209	UNIFORMS	AMAZON.COM SALES, INC	WINTER GEAR	116.80	

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101-36001-53209	UNIFORMS	ARLINGTON POWER EQUIPMENT	FORESTRY EQUIPMENT	264.98
101-36001-53210	SMALL TOOLS & EQUIP	ARLINGTON POWER EQUIPMENT	FORESTRY EQUIPMENT	94.22
101-36001-53405	BLDG & GROUNDS SUPPLIES	AMAZON.COM SALES, INC	BULBS	209.98
101-36001-53405	BLDG & GROUNDS SUPPLIES	AMAZON.COM SALES, INC	BULBS	48.20
101-36001-53405	BLDG & GROUNDS SUPPLIES	CONSERV FS, INC	SALT	195.60
101-36001-53405	BLDG & GROUNDS SUPPLIES	FERGUSON ENTERPRISES LLC	PD PLUMBING SUPPLIES	383.67
101-36001-53405	BLDG & GROUNDS SUPPLIES	HOME DEPOT CREDIT SERVICES	KEY TAGS	12.68
101-36001-55254	MACHINERY & EQUIPMENT	CABLE TIES AND MORE 877-284-7	Ground Protection Mats (G.S.)	<u>3,730.49</u>
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				18,781.92
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	PAULUS PK PEST CONTROL - FEB	73.05
101-36420-52701	MAINT-BLDGS & GROUNDS	ANDERSON PEST SOLUTIONS	BUFFALO CREEK PEST CONTROL - FEB	70.20
101-36420-52701	MAINT-BLDGS & GROUNDS	CINTAS CORPORATION #2	UNIFORMS/MATS - 2/23	110.45
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	972 MARCH ST	19.72
101-36420-53201	ELECTRICITY	COMMONWEALTH EDISON	200 S RAND RD	98.85
101-36420-53202	NATURAL GAS	NICOR GAS COMPANY	PARK FACILITY GAS - 125 N OLD RAND RD	49.91
101-36420-53401	CUSTODIAL SUPPLIES	HOME DEPOT CREDIT SERVICES	CUSTODIAL SUPPLIES	110.07
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	CD CHARGERS	96.70
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	EYE WASH	257.00
101-36420-53405	BLDG & GROUND MAINT SUPP	AMAZON.COM SALES, INC	BULBS	80.20
101-36420-53405	BLDG & GROUND MAINT SUPP	CONSERV FS, INC	SALT	203.75
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PEST CONTROL	10.54
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	COMPRESSION FITTINGS	9.67
101-36420-53405	BLDG & GROUND MAINT SUPP	HOME DEPOT CREDIT SERVICES	PARK MATS	<u>43.94</u>
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				1,234.05
Dept 36471 PUBLIC WORKS FLEET SERVICES				
101-36471-51654	MEMBERSHIPS & SUBSCRIP	MUNICIPAL FLEET MANAGERS ASSN.	2023 ANNUAL DUES - PAULUS	50.00
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 2/16	43.26
101-36471-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 2/23	43.26
101-36471-52111	OTHER PROFESSIONAL SVCS	IL STATE TOLLWAY HWY AUTHORITY	I-PASS	20.00
101-36471-52703	MAINT-VEHICLES	ADVANTAGE AUTO SERVICES INC	WINDSHIELD INSTALL	225.00
101-36471-53210	SMALL TOOLS & EQUIP	AMAZON.COM SALES, INC	FUNNEL	31.98
101-36471-53406	AUTO PARTS & SUPPLIES	AMAZON.COM SALES, INC	TPMS SENSORS	59.90
101-36471-53406	AUTO PARTS & SUPPLIES	CHICAGO PARTS & SOUND LLC	BRAKE PADS	294.86
101-36471-53406	AUTO PARTS & SUPPLIES	FOSTER COACH SALES INC.	ATTENDANT SEAT	<u>2,842.40</u>
101-36471-53406	AUTO PARTS & SUPPLIES	HOME DEPOT CREDIT SERVICES	INVERTOR PARTS 437	50.22
101-36471-53406	AUTO PARTS & SUPPLIES	INTERSTATE ALL BATTERY CENTER	BATTERY CABLE 437	64.74
101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	PUMP PLUG	38.24

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101-36471-53406	AUTO PARTS & SUPPLIES	MACQUEEN EQUIPMENT, LLC	WINDSHIELD 215	1,171.69
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	373.24
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	WIPER BLADES	79.96
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	SPLIT LOOM	23.70
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FUSE HOLDER	16.49
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	FILTERS	331.09
101-36471-53406	AUTO PARTS & SUPPLIES	MOTOR PARTS & EQUIPMENT CORP	BRAKE ROTORS 107	186.62
101-36471-53406	AUTO PARTS & SUPPLIES	RAY O'HERRON COMPANY INC.	DOME LIGHTS 247	1,002.00
101-36471-53406	AUTO PARTS & SUPPLIES	VEHICLESAFETYSUPPLYCOM 877-29564	LIGHT TRIM RINGS 214	65.35
101-36471-53406	AUTO PARTS & SUPPLIES	WICKSTROM AUTO GROUP, INC	DEFLECTOR 104	160.80
101-36471-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	SPREADER LIGHTS	329.71
101-36471-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	OIL PLUG GASKETS	9.80
101-36471-53407	EQUIP MAINT PART&SUPPLIE	AMAZON.COM SALES, INC	AIR FILTER COMPRESSOR	29.01
101-36471-53407	EQUIP MAINT PART&SUPPLIE	ARLINGTON POWER EQUIPMENT	CHOKE CONTROL	19.99
101-36471-53407	EQUIP MAINT PART&SUPPLIE	BRIGHTGUY.COM 888-881-1	LIGHT CLAMPS	22.00
101-36471-53407	EQUIP MAINT PART&SUPPLIE	BURRIS EQUIPMENT COMPANY	HYDRAULIC OIL	119.73
101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOTOR PARTS & EQUIPMENT CORP	FILTERS	143.92
101-36471-53415	FUELS	AL WARREN OIL CO, INC	DIESEL & FUEL #1734756 2/16/23	8,601.48
101-36471-53415	FUELS	AL WARREN OIL CO, INC	DIESEL & FUEL #1734757 2/16/23	5,679.42
101-36471-53418	LUBRICANTS & FLUIDS	BURRIS EQUIPMENT COMPANY	HYDRAULIC OIL	137.86
101-36471-53418	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL., INC	OIL	3,230.83
101-36471-53418	LUBRICANTS & FLUIDS	KELLER-HEARTT OIL., INC	BULK OIL REPLACE CK 126886	5,439.00
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				30,919.55
Dept 67001 RECREATION ADMINISTRATION				
101-67001-51652	TRAINING AND MEETINGS	ILLINOIS BASSET COURS 629-481-1	BASSET CERTIFICATION	13.95
101-67001-53208	OFFICE SUPPLIES	AMAZON.COM SALES, INC	BINDERS	19.29
101-67001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	PAPER	214.95
101-67001-53211	OTHER SUPPLIES	LAMINATOR.COM 800-323-4	LAMINATOR CABINET	579.50
101-67001-53211	OTHER SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	OFFICE CHAIR	210.00
101-67001-53212	PROGRAM SUPPLIES	ACCURATE REPRO INC 630-428-4	METAL SIGN	68.08
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				1,135.77
Dept 67935 RECREATION DANCE				
101-67935-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	RECITAL COSTUMES	677.12
101-67935-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	RECITAL COSTUMES	43.90
101-67935-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	RECITAL COSTUMES	15.99
101-67935-53211	OTHER SUPPLIES	WEISSMAN DESIGNS FOR D 314-773-9	RECITAL COSTUMES	55.52

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101-67935-53211	OTHER SUPPLIES	WEISSMAN DESIGNS FOR D 314-773-9	RECITAL COSTUMES	59.93
101-67935-53213	FUNDRAISING EXPENSES	JUST FOR KIX CATALOG L 218-82937	COSTUMES COMP	365.51
101-67935-53213	FUNDRAISING EXPENSES	NIMBLY	COSTUMES COMP	(33.99)
101-67935-53213	FUNDRAISING EXPENSES	REVDANCE.TENTH HOUSE 800-806-1	COSTUMES COMP	(23.65)
101-67935-53213	FUNDRAISING EXPENSES	WEISSMAN DESIGNS FOR D 314-773-9	COSTUMES COMP	158.88
		Total For Dept 67935 RECREATION DANCE		1,319.21
Dept 67940 RECREATION PRESCHOOL				
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	PLASTIC BOTTLES	20.99
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	VALENTINE'S STICKERS	29.97
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	VALENTINE'S CARDS	20.44
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	CONSTRUCTION PAPER, KINETIC SAND	215.85
101-67940-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	CLEAR GLUE	60.72
101-67940-53212	PROGRAM SUPPLIES	TEACHERSPAYTEACHERS.CO 646-588-0	NAME PRACTICE SHEETS	5.00
		Total For Dept 67940 RECREATION PRESCHOOL		352.97
Dept 67945 RECREATION YOUTH PROGRAMS				
101-67945-52115	RECREATION PROGRAM SERVICE	CRICKET THEATRE COMPANY	PROGRAM - STUART LITTLE	3,150.00
101-67945-52115	RECREATION PROGRAM SERVICE	FAMBROW MANAGEMENT, LLC	CHESS SCHOLARS WINTER II - (9)	684.00
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		3,834.00
Dept 67960 RECREATION CAMPS				
101-67960-53212	PROGRAM SUPPLIES	NATIONAL TICKET CO. 570-672-2	WRISTBANDS FOR CAMP	561.82
		Total For Dept 67960 RECREATION CAMPS		561.82
Dept 67970 RECREATION AQUATICS				
101-67970-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	PAINT FOR PIERS	17.52
101-67970-53211	OTHER SUPPLIES	AMAZON.COM SALES, INC	RECITAL COSTUMES	37.98
101-67970-53211	OTHER SUPPLIES	DICK'S SPORTING GOODS	TRAILBLAZE BOATS	2,699.93
101-67970-53211	OTHER SUPPLIES	GLOBAL EQUIPMENT COMPANY, INC	LOCKER LOCKS	76.50
		Total For Dept 67970 RECREATION AQUATICS		2,831.93
Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				
101-67975-52115	RECREATION PROGRAM SERVICE	MORETTI, KATHRYN A.	(6) GUITAR /UKULELE WINTER 1	641.16
		Total For Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS		641.16
Total For Fund 101 GENERAL				108,033.06

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<u>GL Number</u>	<u>GL Desc</u>	<u>Vendor</u>	<u>Invoice Description</u>	<u>Amount</u>	
Fund 202 MOTOR FUEL TAX					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
202-36001-52701	MAINT-BLDGS & GROUNDS	IL DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT IDOT - 1ST QTR 2022	10,291.41	
202-36001-52701	MAINT-BLDGS & GROUNDS	IL DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT IDOT - 4TH QTR 2022	9,905.49	
202-36001-52701	MAINT-BLDGS & GROUNDS	IL DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT IDOT - 2ND QTR 2022	(10,291.41)	
202-36001-52701	MAINT-BLDGS & GROUNDS	IL DEPARTMENT OF TRANSPORTATION	TRAFFIC SIGNAL MAINT IDOT - 3RD QTR 2022	470.88	
202-36001-52701	MAINT-BLDGS & GROUNDS	MEADE, INC	MAIN ST SIGNAL MAINT	200.00	
202-36001-53201	ELECTRICITY	COMMONWEALTH EDISON	STREETLIGHT ELECTRIC	419.51	
202-36001-53405	BLDG & GROUND MAINT SUPP	COMPASS MINERALS AMERICAN INC	ROAD SALT	17,585.21	
202-36001-53405	BLDG & GROUND MAINT SUPP	COMPASS MINERALS AMERICAN INC	ROAD SALT	23,296.01	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				51,877.10	
Total For Fund 202 MOTOR FUEL TAX					51,877.10
Fund 207 SPECIAL EVENTS FUND					
Dept 00000					
207-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - FEBRUARY 2023	2.71	
Total For Dept 00000				2.71	
Dept 67600 RECREATION SPECIAL EVENTS ADMIN					
207-67600-53212	PROGRAM SUPPLIES	CROWD CONTROL WAREHOUSE LLC	BARRICADES	1,457.05	
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	CREDIT RECREATION SIGN UP - JAN	(9.99)	
207-67600-53212	PROGRAM SUPPLIES	SIGNUPGENIUS WWW.SIGNUP	CREDIT RECREATION SIGN UP - FEB	(9.99)	
Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN				1,437.07	
Dept 67605 RECREATION WINTER FESTIVAL					
207-67605-52115	RECREATION PROGRAM SERV	TAYLOR RENTAL/PARTY PLUS	MOM '22 - TABLE, CHAIR, HEATER RENTAL	2,501.29	
Total For Dept 67605 RECREATION WINTER FESTIVAL				2,501.29	
Dept 67699 RECREATION MISC SPECIAL EVENTS					
207-67699-52115	RECREATION PROGRAM SERV	SWANK MOTION PICTURES SAINT LOU	MOVIES IN THE PARK	1,400.00	
207-67699-53212	PROGRAM SUPPLIES	AMAZON.COM SALES, INC	MOVIES IN THE PARK - SUPPLIES MOVIES	28.55	
Total For Dept 67699 RECREATION MISC SPECIAL EVENTS				1,428.55	
Total For Fund 207 SPECIAL EVENTS FUND					5,369.62
Fund 227 DISPATCH CENTER					
Dept 00000					
227-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - FEBRUARY 2023	48.31	
Total For Dept 00000				48.31	

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Dept 24220 POLICE DISPATCH					
227-24220-53209	UNIFORMS	GALL'S PARENT HOLDINGS LLC	PANTS - STEFFY	73.14	
Total For Dept 24220 POLICE DISPATCH					73.14
Total For Fund 227 DISPATCH CENTER					121.45
Fund 401 VILLAGE CAPITAL PROJECTS					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
401-36001-55251	LAND IMPROVEMENTS	HITCHCOCK DESIGN INC	PAULUS PARK PLANNING - FINAL OSLAD	1,574.50	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	AMAZON.COM SALES, INC	CD CHARGERS	67.76	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	AMAZON.COM SALES, INC	CHALET DECK SAW	463.39	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	AMAZON.COM SALES, INC	CHALET DECK SAW STAND	458.83	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	FISCHER BROS FRESH CONCRETE, INC.	CHALET DECK CONCRETE #119173	1,082.50	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	42.90	
401-36001-55252	BLDG & BLDG IMPROVEMENTS	HOME DEPOT CREDIT SERVICES	CHALET DECK MATERIALS	431.96	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION					4,121.84
Total For Fund 401 VILLAGE CAPITAL PROJECTS					4,121.84
Fund 501 WATER & SEWER					
Dept 00000					
501-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - FEBRUARY 2023	52.23	
501-00000-27102	IEPA LOAN PAYABLE	IL EPA	2008 IEPA LOAN PRINCIPAL AND INTEREST	48,761.09	
Total For Dept 00000					48,813.32
Dept 36001 PUBLIC WORKS ADMINISTRATION					
501-36001-51652	TRAINING AND MEETINGS	APWA	APWA JAN MEETING	60.00	
501-36001-51652	TRAINING AND MEETINGS	SIUE EMARKET HTTP:WWW.S	CLASS C/D TRAINING STEFKA	300.00	
501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS 2/16	39.56	
501-36001-52111	OTHER PROFESSIONAL SVCS	CINTAS CORPORATION #2	UNIFORMS/MATS - 2/23	32.16	
501-36001-53203	TELEPHONE & DATA SVCS	LINGO TELECOM LLC	ANALOG LINES - FEB	318.18	
501-36001-53204	CELL PHONES & PAGERS	AT & T	CELL PHONES - WTR/CS/PW - JAN	146.04	
501-36001-53208	OFFICE SUPPLIES	RUNCO OFFICE SUPPLY & EQUIPMENT CO.	MOUSE PAD, STAPLE REMOVER, PAPER	209.95	
501-36001-53209	UNIFORMS	AMAZON.COM SALES, INC	WINTER GEAR	116.80	
501-36001-56603	INTEREST	IL EPA	2008 IEPA LOAN PRINCIPAL AND INTEREST	7,838.57	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION					9,061.26

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Dept 36550 PUBLIC WORKS WATER SERVICE					
501-36550-52701	MAINT-BLDGS & GROUNDS	AMERICAN BACKFLOW & FIRE PREVENTION	BACKFLOW DEVICE REPAIR & RETEST WELL 12 BRINE MAKE-UP	650.00	
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #9	520.87	
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #12	486.60	
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #7	716.29	
501-36550-53202	NATURAL GAS	NICOR GAS COMPANY	NATURAL GAS - WELL #8	769.25	
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #9	3,082.00	
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #10	2,898.42	
501-36550-53414	CHEMICALS	MIDWEST SALT LLC	BULK WTR COND SALT - WELL #8	2,899.76	
Total For Dept 36550 PUBLIC WORKS WATER SERVICE					<u>12,023.19</u>
Dept 36560 PUBLIC WORKS SEWER SERVICE					
501-36560-52111	OTHER PROFESSIONAL SVCS	BAXTER & WOODMAN, INC	2023 PRETREATMENT ASSISTANCE	4,556.25	
501-36560-52111	OTHER PROFESSIONAL SVCS	STATE INDUSTRIAL PRODUCTS CORP	HYDROGEN SULFIDE REDUC PRG QUENTIN/NW PUMP STATS	5,149.99	
501-36560-53201	ELECTRICITY	CONSTELLATION NEW ENERGY, INC.	LIFT/PUMP STATION - 805 CHURCH ST	23.15	
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE					<u>9,729.39</u>
Total For Fund 501 WATER & SEWER					<u>79,627.16</u>
Fund 601 MEDICAL INSURANCE					
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION					
601-10001-52340	MEDICAL ADMIN FEE	BASIC BENEFITS LLC	FSA PLAN - FEB	124.25	
601-10001-52340	MEDICAL ADMIN FEE	BASIC BENEFITS LLC	COBRA PLAN - FEB	108.80	
601-10001-52341	HEALTH INS. FIXED COSTS	I P B C	IPBC INSURANCE - FEB	213,481.17	
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION					<u>213,714.22</u>
Total For Fund 601 MEDICAL INSURANCE					<u>213,714.22</u>
Fund 603 RISK MANAGEMENT					
Dept 00000					
603-00000-22501	ER - UNDISTRIBUTED LIFE INS	I P B C	IPBC INSURANCE - FEB	1.67	
Total For Dept 00000					<u>1.67</u>
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION					
603-10001-52114	LIABILITY INSURANCE CLAIMS	CHICAGO PARTS & SOUND LLC	TENSIONER	47.91	
603-10001-52114	LIABILITY INSURANCE CLAIMS	CHICAGO PARTS & SOUND LLC	BELT	44.24	
603-10001-52114	LIABILITY INSURANCE CLAIMS	FORCE AMERICA DISTRIBUTING LLC	BELT, GEAR PUMP	958.14	
603-10001-52114	LIABILITY INSURANCE CLAIMS	FORCE AMERICA DISTRIBUTING LLC	PULLEY	134.48	
603-10001-52114	LIABILITY INSURANCE CLAIMS	FORCE AMERICA DISTRIBUTING LLC	BELT	317.66	
603-10001-52114	LIABILITY INSURANCE CLAIMS	GEIB INDUSTRIES INC	HOSE, NYLON SLEEVE	189.58	

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603-10001-52114	LIABILITY INSURANCE CLAIMS	GEIB INDUSTRIES INC	HOSE	183.40	
603-10001-52114	LIABILITY INSURANCE CLAIMS	LAWSON PRODUCTS INC.	CABLE TIES, NYLON SLEEVE	326.99	
603-10001-52114	LIABILITY INSURANCE CLAIMS	MOTOR PARTS & EQUIPMENT CORP	BATTERY	138.69	
603-10001-52114	LIABILITY INSURANCE CLAIMS	MOTOR PARTS & EQUIPMENT CORP	BATTERY, BELT	179.74	
603-10001-52114	LIABILITY INSURANCE CLAIMS	MOTOR PARTS & EQUIPMENT CORP	RETURN - BATTERY	(107.99)	
603-10001-52114	LIABILITY INSURANCE CLAIMS	RAINBOW COLLISION CENTER, INC	PUBLIC WORKS TRUCK REPAIR	1,004.23	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	MISC TRUCK PARTS	5,942.18	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	CIRCUIT BREAKER	158.72	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	TUBES, VALVE ASY, SWITCH	215.53	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	HOSE	37.73	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	TUBE ASSY	272.51	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	OIL COOLER	195.84	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	TUBE, CABLE ASSY	44.42	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	CABLE ASSY	533.76	
603-10001-52114	LIABILITY INSURANCE CLAIMS	WICKSTROM AUTO GROUP, INC	GRILLE	106.65	
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				10,924.41	
Total For Fund 603 RISK MANAGEMENT				10,926.08	
Fund 615 EQUIPMENT REPLACEMENT					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
615-36001-55254	MACHINERY & EQUIPMENT	ALEXANDER EQUIPMENT CO., INC	2023 MORBARK 2131-TA CHIPPER	115,550.66	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				115,550.66	
Total For Fund 615 EQUIPMENT REPLACEMENT				115,550.66	
Fund 710 PERFORMANCE ESCROW					
Dept 00000					
710-00000-25201	BUILDING PERMIT DEPOSITS	A&R ELECTRIC SERVICES INC	BD BOND REF - PERMIT #BBD22-0665	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	ABC	BD BOND REF - PERMIT #BBD23-0002	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	ADVANCE DESIGN STUDIO	BD BOND REF - PERMIT #BBD22-0573	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	CERTASUN LLC	BD BOND REF - PERMIT #BBD22-0640	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	CONTROL SYSTEMS, INC	BD BOND REF - PERMIT #BBD22-0692	510.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	CPR HOME SOLUTIONS INC	BD BOND REF - PERMIT #BBD22-0618	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	EBY GRAPHICS INC	BD BOND REF - PERMIT #BBD22-0491	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	ECOBUILD PLUS	BD BOND REF - PERMIT #BBD22-0682	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	ELEVATE SIGN GROUP	BD BOND REF - PERMIT #BBD22-0371	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	FRESH COAST SOLAR	BD BOND REF - PERMIT #BBD22-0645	105.00	
710-00000-25201	BUILDING PERMIT DEPOSITS	FRESH COAST SOLAR	BD BOND REF - PERMIT #BBD22-0634	105.00	

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710-00000-25201	BUILDING PERMIT DEPOSITS	GENESIS CONSTRUCTION INC	BD BOND REF - PERMIT #BBD22-0631	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	GILKEY WINDOW COMPANY	BD BOND REF - PERMIT #BBD22-0559	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	KANWAR, ALKA & CHANDALA, NARENDRA	BD BOND REF - PERMIT #BBD22-0157	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	KAPITAL ELECTRIC INC	BD BOND REF - PERMIT #BBD23-0011	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	MALIK LIGHTING & SIGNS	BD BOND REF - PERMIT #BBD22-0287	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	MULLER EXTERIORS	BD BOND REF - PERMIT #BBD23-0037	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	MYSTERS SMOKE & VAPE	BD BOND REF - PERMIT #BBD22-0583	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NEON ART	BD BOND REF - PERMIT #BBD22-0574	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	NIXON, THOMAS & JANNA	BD BOND REF - PERMIT #BBD22-0487	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	ONLY SIGNS INC	BD BOND REF - PERMIT #BBD22-0241	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	OZKO SIGNS AND LIGHTING COMPANY	BD BOND REF - PERMIT #BBD22-0347	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	PERFORMANCE TANK INC	BD BOND REF - PERMIT #BBD22-0624	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	PIASECKI, CHRISTOPHER	BD PAYMENT REF - PERMIT #PB21-0628	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	REGENCY HOME REMODELING	BD BOND REF - PERMIT #BBD22-0684	105.00
710-00000-25201	BUILDING PERMIT DEPOSITS	TOTAL MIDWEST CONSTRUCTION	BD BOND REF - PERMIT #BBD22-0696	105.00
710-00000-25502	PEG CABLE FEES	APPLE STORE #R258 DEER PARK	CONFIG FILE BACKUPS	2.99
710-00000-25502	PEG CABLE FEES	APPLE STORE #R258 DEER PARK	MAGIC KEYBOARD TOUCH ID	199.00
Total For Dept 00000				3,336.99
Total For Fund 710 PERFORMANCE ESCROW				3,336.99

Fund 720 PAYROLL CLEARING

Dept 00000

720-00000-22253	IMRF W/H	I M R F	PR DEDUCTIONS - JAN 2023	53,726.89
720-00000-22301	DENTAL / VISION BENEFITS	STANDARD LIFE INSURANCE COMPANY	STANDARD PREMIUM - FEB 2023	11,497.04
720-00000-22301	DENTAL / VISION BENEFITS	VISION SERVICE PLAN OF ILLINOIS NFP	VISION INSURANCE - FEB 2023	2,050.81
720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INC.	INSURANCE PREMIUM - FEB 2023	6,408.50
720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	I P B C	IPBC INSURANCE - FEB 2023	1,239.47
Total For Dept 00000				74,922.71

Total For Fund 720 PAYROLL CLEARING**74,922.71**

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Fund Totals:				
			Fund 101 GENERAL	108,033.06
			Fund 202 MOTOR FUEL TAX	51,877.10
			Fund 207 SPECIAL EVENTS FUND	5,369.62
			Fund 227 DISPATCH CENTER	121.45
			Fund 401 VILLAGE CAPITAL PROJECTS	4,121.84
			Fund 501 WATER & SEWER	79,627.16
			Fund 601 MEDICAL INSURANCE	213,714.22
			Fund 603 RISK MANAGEMENT	10,926.08
			Fund 615 EQUIPMENT REPLACEMENT	115,550.66
			Fund 710 PERFORMANCE ESCROW	3,336.99
			Fund 720 PAYROLL CLEARING	74,922.71
PRIOR YEAR 2022	\$ 16,746.66			
CURRENT YEAR 2023	\$ 650,854.23			
	<hr/>			<hr/>
				667,600.89



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

ATTACHMENT
6C

MEMORANDUM

Date: February 22, 2023
To: Ray Keller, Village Manager *PK*
From: Kyle Kordell, Assistant to the Village Manager
Copy: Michael J. Brown, Public Works Director
Subject: **Kildeer Intergovernmental Agreement - Fleet Maintenance**

Issue: The current Intergovernmental Agreement (IGA) between the Village of Lake Zurich and Village of Kildeer to provide fleet maintenance and repairs expires on April 30, 2023. A revised IGA is proposed for renewal.

Background: An IGA for fleet maintenance with Kildeer has been in effect since 2013, allowing Kildeer to receive quality repairs and maintenance by Lake Zurich technicians familiar with emergency response vehicles at a secured location at 505 Telser Road.

Kildeer has traditionally been accessed an hourly labor rate charged by Lake Zurich, which has remained flat at \$94 per hour since May 1, 2019. During the previous renewal of this two-year IGA in May 2021, the rate charged by Lake Zurich remained flat at \$94 per hour. Prior to that, the labor rate was \$92 per hour from May 2017 – May 2019 and \$90 per hour from May 2015 – May 2017. Any parts and supplies used in the course of the repairs are also charged back to Kildeer.

Analysis: After four years of this labor rate remaining flat, Lake Zurich is proposing a slight increase in the rate from \$94 per hour to \$98 per hour, an increase of 4.3% that would be locked-in until the next renewal in April 2025. In the last two years, here is how much Lake Zurich has charged Kildeer for fleet maintenance:

2021: Labor \$6,528.30	Parts \$6,288.63.	Total \$12,816.93
2022: Labor \$5,160.60	Parts \$5,213.54.	Total \$10,374.14

Recommendation: Approve an Intergovernmental Agreement to provide fleet maintenance and repairs to the Village of Kildeer for a two-year period ending April 30, 2025.

Attachment: 2023-2025 Intergovernmental Agreement

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2023-08-_____



**APPROVAL OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER FOR VEHICLE SERVICING**

WHEREAS, the President and Board of Trustees for the Village of Kildeer (the "Village") previously entered into agreements with the Village of Lake Zurich ("Lake Zurich") for vehicle servicing; and

WHEREAS, the agreements between the Villages of Lake Zurich and Kildeer provided for a two year term; and

WHEREAS, the President and Board of Trustees of the Village of Kildeer determine that it is in the best interest of the Village of Kildeer to continue that Agreement for another two year period.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Kildeer, Lake County and State of Illinois, as follows:

Section 1. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. The Village President and Acting Clerk for the Village of Kildeer are authorized to execute an Intergovernmental Agreement with the Village of Lake Zurich for Vehicle Servicing, a copy of which is attached hereto as Exhibit A.

Section 3. This Resolution will be in full force and effect from and after its passage and approval.

APPROVED this ____ day of March, 2023.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of March, 2023.

By: _____
Thomas Poynton, Village President

ATTEST:

Kyle Kordell, Deputy Village Clerk

Exhibit A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER FOR VEHICLE SERVICING**

(Attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER FOR VEHICLE SERVICING**

THIS AGREEMENT entered into this ____ day of March 2023 by and between the Village of Lake Zurich, Illinois (the "Village") and the Village of Kildeer (the "Agency"),

W I T N E S S E T H:

WHEREAS, the Village is an Illinois municipal corporation; and

WHEREAS, the Agency is a unit of local government organized and existing under the laws of the State of Illinois; and

WHEREAS, the Village and the Agency have authority to enter into this Agreement pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., Article VII, Section 10 of the 1070 Constitution of the State of Illinois, and other applicable law; and

WHEREAS, the Village and the Agency enter into this Agreement for the purpose of the Village making repairs to and maintaining, Agency vehicles and equipment;

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and obligations expressed herein and other good and valuable consideration, the sufficiency, adequacy and receipt of which is hereby acknowledged, IT IS HEREBY AGREED by and between the Village and the Agency as follows:

Section 1. The foregoing recitals are incorporated by reference into the text of the Agreement as if fully set forth herein.

Section 2. The Agency shall:

A. To the extent possible, deliver the vehicles and equipment to and from the Village's Public Works facility for maintenance and repairs.

B. Maintain its vehicles and equipment in accordance with applicable operation manuals and manufacturer and dealer standards.

C. Pay the Village for all costs of all fuel operations and maintenance services for all vehicles serviced under this Agreement at the following labor rate effective **May 1, 2023 – April 30, 2025: \$98 / hour.**

D. Indemnify and hold harmless the Village, and its officers, employees, legal representatives, attorneys and agents from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions and defend the indemnified parties in any suit including appeals, for personal injury to or death of, any person or persons, or for loss or damage to property, including the execution and

performance of this Agreement. Said indemnification shall be only for acts occasioned by the Agency's employees, agents, independent contractors, officers, members and any person or entity performing services on behalf of the Agency. The Agency is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The Agency's duty to indemnify is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

Section 3. The Village shall:

A. Maintain the vehicles and equipment in accordance with manufacturer and dealer maintenance programs.

B. Invoice the Agency for all fuel, operations, maintenance and repair costs for vehicles and equipment at a rate determined on May 1st for the next fiscal year.

C. Indemnify and hold harmless the Agency, and its officers, employees, legal representatives, attorneys and agents from and against all liabilities, actions, damages, claims, demands, judgements, losses, costs, expenses, suits, or actions and defend the indemnified parties in any suit including appeals, for personal injury to or death of, any person or persons, or for loss or damage to property, including the execution and performance of this Agreement. Said indemnification shall be only for acts occasioned by the Village's employees, agents, independent contractors, officers, members and any person or entity performing services on behalf of the Village. The Village is not, however, required to protect, indemnify or hold harmless any indemnified party for loss or claim resulting from performance (or nonperformance) of the indemnified party's obligations or the negligence or willful misconduct of any indemnified party. The Village's duty to indemnify is for the exclusive benefit of the indemnified parties and in no event shall such indemnity inure to the benefit of any third person.

Section 4. The Agency acknowledges that emergency response vehicles in for service are the priority vehicles for service. The Agency also acknowledges that Village vehicles required for snow plowing or other time sensitive tasks might take priority over other vehicles in for service.

Section 5. This Agreement shall commence immediately upon the execution of this Agreement by both parties and shall be valid until April 30, 2025 unless terminated earlier as provided in Section 6.

Section 6. The Agreement can be terminated by either the Agency or the Village, for any reason or no reason, upon written notification of at least 30 calendar days in advance of the termination date. If the Agency terminates this Agreement, then the Agency nevertheless shall pay to the Village all eligible costs incurred by the Village prior to the date of such termination.

Section 7. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and all prior or contemporaneous agreements, understandings,

representations and statements, oral or written, are merged herein. This Agreement may be modified only by a written instrument executed by the parties.

Section 8. No consent or waiver, express or implied, as to any provisions of this Agreement shall constitute a consent or waiver of any other provisions, whether similar or dissimilar, of this Agreement.

Section 9. Notices to the parties shall be in writing and delivered by personal service or by U.S. or registered mail, postage prepaid, to the parties at the following address:

If to the Agency:

Steve Balinski, Police Chief, Village of Kildeer, 21911 Quentin Road, Kildeer, IL 60047.

If to the Village:

Steve Paulus, Superintendent-Fleet Services, Village of Lake Zurich, 505 Telser Road, Lake Zurich, IL 60047.

Either party may change the address for notices to such party by written notice to the other. Notice given by personal service shall be effective upon the date delivered. Notice given by mail shall be effective on the third business day after posting.

IN WITNESS WHEREOF, the parties have executed this Agreement pursuant to the ordinances or resolutions adopted by the relevant authorities of the respective parties.

VILLAGE OF LAKE ZURICH

VILLAGE OF KILDEER

Village President

Date

Village President

Date

ATTEST:

ATTEST:

Village Clerk

Date

Village Clerk

Date



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

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MEMORANDUM

Date: February 22, 2023

To: Ray Keller, Village Manager *PK*

From: Kyle Kordell, Assistant to the Village Manager

Copy: Michael J. Brown, Public Works Director

Subject: **Kildeer Intergovernmental Agreement - Refueling System**

Issue: The current Intergovernmental Agreement (IGA) between the Village of Lake Zurich and the Village of Kildeer to purchase fuel and utilize the Village's fueling system expires on April 30, 2023. A revised IGA is proposed for renewal.

Background: An IGA was mutually approved by the Village of Lake Zurich and the Village of Kildeer in March 2003. The agreement assures Kildeer has access to purchase fuel for its municipal fleet via the fueling system at 505 Telser Road.

Kildeer has traditionally been accessed an annual fee based on a percentage of its fuel usage. This fee is in addition to payment for the amount of fuel consumed in which they pay at cost, but tax-free. For the 16-year span of 2003 until 2019, the annual fee collected remained flat at 5% of fuel usage (*which was between \$1,000 - \$2,000 annually*). In 2019, Lake Zurich began slowing increasing the annual percentage fee.

We believe Kildeer has benefitted from the 24-hour fuel access and at-cost, tax-free fuel prices offered by Lake Zurich. We hope we can continue this intergovernmental agreement between our villages.

Analysis: Lake Zurich has proposed a slight increase in the annual fee paid by Kildeer from 15% of its fuel usage to 19%. This 15% fee has remained flat for four years, since 2019. In the last two years, here is how much Kildeer has used in fuel from Lake Zurich:

2021: \$18,039.27 in gas (+ \$2,705 with 15% fee)
2022: \$26,451.00 in gas (+ \$3,967 with 15% fee)

Lake Zurich's fuel system will need extensive investment within the coming years, including repairing the pump containment structures and replacement the concrete island at the fuel station. Estimated costs for this work are over \$170,000. Due to this pending capital investment, Lake Zurich is proposing the increase in the annual fuel usage fee upwards to 19%. All other sections of the existing IGA may be renewed in the current language.

Recommendation: Approve a two-year Intergovernmental Agreement between the Village of Lake Zurich and the Village of Kildeer regarding use of the fueling system at the Community Services Facility.

Attachment: 2023-2025 Intergovernmental Agreement

VILLAGE OF LAKE ZURICH
RESOLUTION NO. 2023-03-_____



**APPROVAL OF AN INTERGOVERNMENTAL
AGREEMENT BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER REGARDING THE USE OF
LAKE ZURICH GAS PUMPS AND FUEL**

WHEREAS, the President and Board of Trustees for the Village of Lake Zurich (the "Village") previously entered into agreements with the Village of Kildeer ("Kildeer") regarding the use of gas pumps and purchase of fuel; and

WHEREAS, the agreements between the Villages of Lake Zurich and Kildeer are provided for a two-year term; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich determine that it is in the best interest of the Village of Lake Zurich to continue that Agreement for another two-year period.

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

Section 1. The foregoing recitals are incorporated into this Resolution as findings of the President and Board of Trustees.

Section 2. The Village President and Village Clerk for the Village of Lake Zurich are authorized to execute an Intergovernmental Agreement with the Village of Kildeer Regarding the use of Lake Zurich Gas Pumps and Fuel, a copy of which is attached hereto as Exhibit A.

Section 3. This Resolution will be in full force and effect from and after its passage and approval.

APPROVED this _____ day of March, 2023.

AYES:

NAYS:

ABSENT:

ADOPTED this ____ day of March, 2023.

By: _____
Thomas Poynton, Village President

ATTEST:

Kyle Kordell, Deputy Village Clerk

Exhibit A

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER REGARDING THE USE OF
LAKE ZURICH GAS PUMPS AND FUEL**

(Attached)

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE ZURICH
AND THE VILLAGE OF KILDEER REGARDING USE OF
LAKE ZURICH GAS PUMPS AND FUEL**

THIS AGREEMENT is made as of this ____ day of March 2023 by and among the Village of Lake Zurich and Village of Kildeer.

WITNESSETH

WHEREAS, Lake Zurich and Kildeer are municipal corporations organized and existing under the laws of the State of Illinois; and

WHEREAS, Lake Zurich has a Public Works facility that includes a fuel pumping station (the "Station"), which Station supplies fuel to Lake Zurich's municipal vehicles; and

WHEREAS, Kildeer (the "Purchaser") desires to purchase fuel for their municipal vehicles from the Station pursuant to the terms established in this Agreement; and

WHEREAS, Lake Zurich desires to sell gasoline and diesel fuel (collectively "Fuel") to the Purchaser from the Station pursuant to the terms established in this Agreement; and

WHEREAS, the Villages have the authority under Illinois law to enter into this agreement;

NOW, THEREFORE. Lake Zurich and Purchaser hereby agree as follows:

Section 1. Agreement to Sell and Purchase. Lake Zurich agrees to sell, and the Purchaser agrees to purchase, Fuel from the Station for the Purchaser's municipal vehicles, pursuant to the terms of this Agreement.

Section 2. Monthly Usage Payments. In consideration of Lake Zurich's payment of all costs to construct and maintain the Station, Kildeer shall make a monthly payment to Lake Zurich that will include fuel consumed by Kildeer.

Section 3. Lake Zurich shall charge the Purchaser for Fuel at the same rate paid by Lake Zurich for the Fuel + 19%.

Section 4. Payments for Fuel. Lake Zurich shall provide monthly an invoice to the Purchaser for the Fuel used by the Purchaser for the preceding month. Such invoices shall be due and payable by the Purchaser immediately on receipt. Payment for Fuel purchases in the month shall be made no later than the end of the next month. The failure of the Purchaser to make any required payment within 30 days after notice from Lake Zurich that such payment is due shall be grounds for Lake Zurich, immediately and without notice, to terminate this Agreement as to the Purchaser. The Purchaser's duty to make payments required by this Agreement shall survive the termination or expiration of this Agreement.

Section 5. General Conditions.

A. Keys. Lake Zurich shall provide, to each Purchaser at the Purchaser's expense, one electronic station key for each of the Purchaser's vehicles or personnel. Lake Zurich shall charge the Purchaser the same cost, as paid by Lake Zurich, of the keys. The Purchaser shall pay the cost of the keys at the time of receipt of the keys. Lake Zurich shall provide replacement keys, or new keys for additional vehicles, to the Purchaser as needed, also at that Purchaser's expense. The Purchaser shall not allow the possession or use of any key except only for a municipally owned vehicle operated by a duly designated municipal employee or officer in accordance with the provisions of this Agreement.

B. Official Use Only. The Purchaser shall use Fuel from the Station only for municipally owned vehicles used for official purposes only. No person shall use the Station except municipal employees and officers duly designated by Lake Zurich or by the Purchaser. Lake Zurich reserves the right to deny use of the Station to any vehicle or person that Lake Zurich determines is not any official use or a duly authorized municipal employee or officer.

C. No Liability for Supply or Station Failure. Lake Zurich shall make all reasonable efforts to provide a continuous supply of Fuel at the Station. Lake Zurich shall not be liable for, however, and the Purchaser hereby waives and releases any and all claims that it or they may have at any time for any interruption of the supply of Fuel or any disruption in the use of the Station. In the event of any such interruption or disruption shall neither be grounds for any refund or any annual payment made hereunder nor relieves the Purchaser from any obligation to make any payment required hereunder.

D. Lake Zurich Regulations Apply. The generally applicable ordinances, resolutions, and rules and regulations of Lake Zurich shall apply to the use of the Station and the Public Works facility at which the Station is located.

Section 6. Term of Agreement. This Agreement shall expire on April 30, 2025. The Term of this Agreement may be extended for additional two-year terms by written agreements of the parties hereto.

Section 7. Termination of Agreement.

A. Termination by Lake Zurich for Breach. Lake Zurich may terminate this Agreement as to the Purchaser upon 15 days' notice to a Purchaser of a breach of this Agreement by the Purchaser and the failure of the Purchaser to cure such breach within said 15 days; provided, however, that Lake Zurich may terminate this Agreement immediately as to the Purchaser for any failure to pay pursuant to Section 2 or Section 4 of this Agreement.

B. Termination by Lake Zurich Without Cause. Lake Zurich may terminate this Agreement without cause as to the Purchaser upon 90 days written notice of such termination to the Purchaser.

C. Termination by Purchaser. The Purchaser may terminate this Agreement upon 60 days'

notice of such termination to Lake Zurich. No such termination shall be grounds for refund of any annual lump sum payment. The Purchaser shall remain responsible to pay for any Fuel used prior to such termination.

Section 8. Assumption of Risk by Purchaser: No Liability of Lake Zurich. Each Purchaser assumes full responsibility and liability for the actions of its employees, officers, officials and agents in the use of the Station and the Public Works facility at which the Station is located. Each Purchaser hereby agrees to, and does, indemnify and hold harmless forever Lake Zurich and its employees, officers, officials, attorneys, legal representatives, and agents against and from any and all claims, actions, and liabilities that arise from or are in any way related to the use by the Purchaser of, or the presence of the Purchaser at the Station or the Public Works facility at which the Station is located.

WHEREFORE, the Village of Lake Zurich and Village of Kildeer have caused this Agreement to be executed by their Presidents and attested by their clerks after the due approval hereof and authorization thereof of their corporate authorities as of the date first written above.

VILLAGE OF LAKE ZURICH

Village President

Date

VILLAGE OF KILDEER

Village President

Date

ATTEST:

ATTEST:

Village Clerk

Date

Village Clerk

Date



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

6E

MEMORANDUM

Date: March 6, 2023

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

**Re: 400 South Old Rand Road – Transition Program Center (CUSD-95)
Zoning Map Amendment from B-1 to Institutional Buildings (IB) &
Site Plan & Exterior Appearance Approval**

Issue: Ms. Shannon Baird, of DLA Architects, (the “Applicant”) and architect for Lake Zurich Community Unit School District 95 (CUSD-95) (the “Owner”) have filed an application for a Zoning Map Amendment from B-1 Local & Community Business District to IB Institutional Building to renovate the former CUSD-95 Administration Building at the property commonly known as 400 South Old Rand Road (“Subject Property”). Specifically, the Applicant is seeking approval of the following:

- Map Amendment to rezone the Subject Property to within the IB Institutional Building zoning district
- Special Use Permit to Establish a Transition Program Center classified under “Elementary and secondary schools” (821) within the IB district.
- Site Plan & Exterior Appearance Approval

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

- Become more business friendly and customer oriented.

400 South Old Rand Road – Transition Program Center (CUSD-95)
March 6, 2023

Background: The Subject Property consisting of approximately 1.5 acres is located on the southeastern corner of Old Rand Road and Surryse Road. It is currently zoned within the B-1 Local & Community Business District and contains two parcels – the northerly parcel with 32,980 square feet of land area containing a 9,900 square-foot building and parking lot containing 30 parking spaces; and the southerly parcel with 32,177 square feet of land area that is currently unimproved.

CUSD-95 acquired and used the building for administrative offices since 2002, but ceased operations at this site in 2016 when it moved its administrative offices to 832 South Rand Road. The District now intends to renovate and reuse the building for its transition program center.

The Applicant proposes to reconfigure the site by removing the existing pavement to the rear and utilizing the vacant parcel to the south for a new bus drop-off area, additional parking spaces, and trash enclosure. The areas to the rear (west) and side (north) containing the parking lot and its driveway will be regraded with soil backfill to slope towards the building thereby removing the need for the existing retaining walls, which will be buried in the process. The filled areas will be landscaped with trees and grass.

The front parking lot facing Surryse Road to the east will be pulled back from the street to accommodate additional landscape material in the form of trees and shrubs. New light fixtures are proposed for the parking lot. The Applicant has proposed both landscaping and lighting in compliance with the requirements of the zoning codes.

Analysis: The Planning and Zoning Commission (PZC) considered the application at a public hearing on February 15, 2023. There were no objections to the proposal from any adjacent property owners.

At the close of the hearing, the PZC voted unanimously to recommend approval of the project without any further conditions for approval:

The video from the PZC meeting can be accessed via the link:
<https://play.champds.com/lakezurichil/event/78>

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 February 15, 2023, the PZC recommended approval of the Zoning Map Amendment and Special Use Permits 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 the accompanying approval ordinance:

• Page 2

400 South Old Rand Road – Transition Program Center (CUSD-95)
March 6, 2023

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated January 13, 2023, and prepared by DLA Architects
 - b. Exhibit A: Legal Description of the Subject property.
 - c. Plat of Survey, dated January 13, 2023, and prepared by DLA Architects
 - d. Proof of Ownership, dated January 13, 2023, and prepared by DLA Architects
 - e. "Exterior Appearance Exhibits" consisting of the "Exterior Renderings" consisting of two pages for the Transition Program Facility prepared by DLA Architects and dated December 15, 2022.
 - f. Engineering Improvement Plans prepared by Gewalt Hamilton Associates, Inc. dated January 13, 2023 consisting of 15 sheets as outlined below:
 1. Title Sheet
 2. General Notes
 3. Existing Conditions and Demolition Plan
 4. Geometric Plan – comprising the "Site Plan"
 5. Utility Plan
 6. Grading Plan
 7. Details ADA Grading Plan
 8. SESC Plan
 9. SESC Details
 10. Lake Zurich Details
 11. Details
 - g. Landscape Plans prepared by Teska Associates dated January 12, 2023 and consisting of the following sheets:
 1. Existing Tree Inventory and Preservation Plan – Sheets L-1 and L-2
 2. Landscape Code Analysis – Sheet L-3
 3. Proposed Landscape Plan, further subject to the express conditions below.
 - h. Exterior Lighting Photometrics Plan, dated December 13, 2022 prepared by 20/10 Engineering Group LLC, further subject to the express conditions below.
 - i. Site Development Estimate of Probable Cost prepared by DLA Architects dated January 13, 2023.
 - j. Geotechnical Report prepared by Soil and Material Consultants, Inc. dated February 22, 2023 and per the approval of the Village Engineering Consultant.
2. The lot lines of the property and parking lots shall be properly screened with the required amount of landscaping and buffering plant material as required by Chapter 8, Article A, entitled "Landscaping" of the Lake Zurich Zoning Code (Title 9). The design and materials may take the form of shrubs, ornamental trees, shade trees or evergreens. The final landscape plan shall be approved by village staff prior to issuance of site engineering permits.

• Page 3

400 South Old Rand Road – Transition Program Center (CUSD-95)
March 6, 2023

3. The maximum permitted illumination shall not exceed 0.50 foot-candles at the property lines and shall not exceed 10.0 foot-candles at any point within the interior of the property as required by Chapter 8, Article B entitled "Exterior Lighting" of the Lake Zurich Zoning Code (Title 9).
4. The Applicant shall be permitted to backfill portions of the Subject Property up against the existing retaining walls along the west and north lots lines. The backfill shall be implemented in accordance with a report prepared by a qualified geotechnical engineer and shall include an opinion as to the efficacy of the approach proposed by the Applicant to backfill the rear and side of the property and provide specifications for the backfilling including direction on how the embankment will be keyed into the existing soil to prevent the embankment from lateral movement. Such report shall be provided to the Village prior to issuance of a site engineering permit for the project.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Attachments:

- Approval Ordinance including the following exhibits:
 - Exhibit A – legal description of the Subject Property
 - Exhibit B –Findings and Recommendations of the Planning and Zoning Commission (PZC) and accompanying Exhibits

● Page 4

ORDINANCE NO. 2023-03-____



**AN ORDINANCE GRANTING A ZONING MAP AMENDMENT AND
SPECIAL USE PERMIT
*400 South Old Rand Road – CUSD-95 Transition Program Center***

WHEREAS, Lake Zurich Community Unit School District 95 (CUSD-95) is the owner ("Owner") of the property at 400 South Old Rand Road, said property approximately 65,157 square feet or 1.5 acres in size ("Subject Property"), and legally described in Exhibit A attached hereto; and

WHEREAS, Ms. Shannon Baird, of DLA Architects, is the Applicant (the "Applicant") and architect for Owner; and

WHEREAS, the Subject Property comprises a commercial property zoned within the Village of Lake Zurich Zoning Code ("Zoning Code") B-1 Local Community Business District and with an existing building and associated parking lot and vehicular driveways while otherwise remaining vacant; and

WHEREAS, the Applicant wishes to rezone the Subject Property from its current B-1 zoning designation under the Zoning Code to the IB Institutional Building District under the Zoning Code and obtain approval of a Special Use Permit to establish a Transition Program Center classified under "Elementary and secondary schools" (SIC 821) (hereinafter referred to as the "Redevelopment"); and

WHEREAS, the Applicant has filed zoning application PZC 2022-05, dated January 13, 2023, (the "Application") seeking the approval of the following for the Subject Property:

- Map Amendment to rezone the Subject Property to within the IB Institutional Building Zoning District;
- Special Use Permit to establish a Transition Program Center classified under "Elementary and secondary schools" (821) within the IB Zoning District; and
- Site Plan & Exterior Appearance Approval.

and

WHEREAS, in compliance with the law, and the requirements of the Zoning Code, notice was published on January 28, 2023, in The Daily Herald, and the Village of Lake Zurich ("Village) posted a public hearing sign on the Subject Property on January 27, 2023, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (the "PZC") on February

15, 2023, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC received and considered the STAFF REPORT dated February 15, 2023, which was provided to the PZC for the meeting, addressing the request for approval of said Zoning Map Amendment, Special Use Permit, including review of Site Plan and Exterior Appearance submittals, to allow for the rezoning of the Subject Property within the IB Institutional Business District under the Zoning Code for the Redevelopment on the Subject Property; and considered all information presented by the Applicant, and the applicable standards and factors required under the Zoning Code, including the applicable criteria and standards set forth in Sections 9-18-3, 9-19-3, 9-20-3 and 9-21-3 of the Lake Zurich Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees approve the zoning approvals requested in this Application, subject to those changes or conditions of approval recommended by Village staff in said STAFF REPORT; and

WHEREAS, the President and Board of Trustees of the Village of Lake Zurich met on March 6, 2023, and considered the findings and recommendations of the PZC, including the STAFF REPORT dated February 15, 2023, all consisting of 14 pages, the required Zoning Code 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 President and Board of Trustees have determined that the applicable standards under the zoning code related to this zoning 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 President and Board of Trustees as Exhibit B referenced herein and made a part of and incorporated into this Ordinance and related approval, except as otherwise provided below.

SECTION 2: GRANT OF ZONING MAP AMENDMENT. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 18 of the Lake Zurich Zoning Code, hereby grant an amendment to the Lake Zurich Zoning Map to rezone the Subject Property within the IB Institutional Building Zoning District, as shown and provided in the STAFF REPORT dated February 15, 2023, and final findings and recommendations of the PZC, all consisting of 14 pages.

SECTION 3: GRANT OF SPECIAL USE PERMIT, SITE PLAN AND EXTERIOR APPEARANCE APPROVAL. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 19, Chapter 20 and Chapter 21 of the Lake Zurich Zoning Code, hereby grant the following approvals, as shown and provided in the STAFF REPORT dated February 15, 2023, and final findings and recommendations of the PZC, all consisting of 14 pages:

- Special Use Permit to establish a Transition Program Center classified under “Elementary and secondary schools” (821) within the IB Zoning District; and
- Site Plan & Exterior Appearance Approvals.

And subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated January 13, 2023, and prepared by DLA Architects
 - b. Exhibit A: Legal Description of the Subject property.
 - c. Plat of Survey, dated January 13, 2023, and prepared by DLA Architects
 - d. Proof of Ownership, dated January 13, 2023, and prepared by DLA Architects
 - e. “Exterior Appearance Exhibits” consisting of the “Exterior Renderings” consisting of two pages for the Transition Program Facility prepared by DLA Architects and dated December 15, 2022.
 - f. Engineering Improvement Plans prepared by Gewalt Hamilton Associates, Inc. dated January 13, 2023 consisting of 15 sheets as outlined below:
 1. Title Sheet
 2. General Notes
 3. Existing Conditions and Demolition Plan
 4. Geometric Plan – comprising the “Site Plan”
 5. Utility Plan
 6. Grading Plan
 7. Details ADA Grading Plan
 8. SESC Plan
 9. SESC Details
 10. Lake Zurich Details
 11. Details
 - g. Landscape Plans prepared by Teska Associates dated January 12, 2023 and consisting of the following sheets:
 1. Existing Tree Inventory and Preservation Plan – Sheets L-1 and L-2
 2. Landscape Code Analysis – Sheet L-3
 3. Proposed Landscape Plan, further subject to the express conditions below.
 - h. Exterior Lighting Photometrics Plan, dated December 13, 2022 prepared by 20/10 Engineering Group LLC, further subject to the express conditions below.
 - i. Site Development Estimate of Probable Cost prepared by DLA Architects dated January 13, 2023.

- j. Geotechnical Report prepared by Soil and Material Consultants, Inc. dated February 22, 2023 and per the approval of the Village Engineering Consultant.
- 2. The lot lines of the property and parking lots shall be properly screened with the required amount of landscaping and buffering plant material as required by Chapter 8, Article A, entitled "Landscaping" of the Lake Zurich Zoning Code (Title 9). The design and materials may take the form of shrubs, ornamental trees, shade trees or evergreens. The final landscape plan shall be approved by village staff prior to issuance of site engineering permits.
- 3. The maximum permitted illumination shall not exceed 0.50 foot-candles at the property lines and shall not exceed 10.0 foot-candles at any point within the interior of the property as required by Chapter 8, Article B entitled "Exterior Lighting" of the Lake Zurich Zoning Code (Title 9).
- 4. The Applicant shall be allowed to backfill the sides of the Subject Property up against the existing retaining walls along the west and north lots lines. The backfill shall be implemented in accordance with a report prepared by a qualified geotechnical engineer and shall include an opinion as to the efficacy of the approach proposed by the Applicant to backfill the rear and side of the property and provide specifications for the backfilling including direction on how the embankment will be keyed into the existing soil to prevent the embankment from lateral movement. Such report shall be provided to the Village prior to issuance of a site engineering permit for the project.
- 5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

SECTION 4: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF ZONING MAP AMENDMENT, SPECIAL USE PERMIT, SITE PLAN AND EXTERIOR APPEARANCE APPROVAL. The findings, conditions and recommendations as set forth in the STAFF REPORT dated February 15, 2023, and the PZC findings and recommendations, all consisting of 14 pages and attached hereto as Exhibit B, 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 5: 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 approvals granted in this Ordinance until all conditions precedent of this Ordinance to 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. As well, Applicant shall have no right to final approvals or permits for use and occupancy of the Subject Property until all work and requirements provided for hereinabove are properly completed. Ongoing maintenance in good repair, consistent with these approvals, shall be required at all times. Any failure or delay in the Village enforcing the above provisions of this Ordinance shall

not act as a waiver of the right to enforce, nor affect the enforcement of any other requirement, condition or provision herein.

SECTION 6: 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 7: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

SECTION 9: BINDING EFFECT; SUCCESSION IN INTEREST. This Ordinance shall constitute a covenant running with the land and be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Except as otherwise expressly provided herein, upon the conveyance or assignment by Applicant of its interest in the Subject Property to any successor, assign or nominee, Applicant shall be released from any and all further liability or responsibility under this Ordinance except to the extent previously undertaken by Applicant, or for which Applicant has posted security to perform an obligation in which case Applicant shall be bound to continue to complete its performance unless a replacement bond or letter of credit is posted by the new owner or Applicant, and accepted by the Village, which shall not be unreasonably withheld. In such event, the Applicant shall be released from the underlying obligation to perform. The Village shall thereafter look only to the successor, assign, or nominee of duties and obligations of Applicant hereby undertaken.

PASSED THIS _____ day of March, 2023.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of March, 2023.

Mayor Tom Poynton

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal description of the Subject Property

PARCEL 1:

LOT 5 IN ZURICH TOWN MALL SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON EXHIBIT RECORDED MAY 2, 1974 AS PART OF DOCUMENT 1662041, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 57 DEGREES 23 MINUTES 56 SECONDS EAST ALONG THE COMMON LINE BETWEEN LOTS 4 AND 5 IN SAID ZURICH TOWN MALL SUBDIVISION, A DISTANCE OF 194.0 FEET TO THE RIGHT OF WAY LINE OF SURRYSE ROAD AS RECORDED MARCH 28, 1984 AS DOCUMENT 2274118; THENCE SOUTH 32 DEGREES 36 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE RIGHT OF WAY LINE OF SAID SURRYSE ROAD, A DISTANCE OF 49.35 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 128.58 FEET TO THE INTERSECTION OF A LINE 194.0 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF OLD RAND ROAD AS DEDICATED BY SAID ZURICH MALL SUBDIVISION; THENCE SOUTH 57 DEGREES 23 MINUTES 56 SECONDS WEST ALONG A LINE 150.0 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE SAID COMMON LINE BETWEEN LOTS 4 AND 5, A DISTANCE OF 194.0 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID OLD RAND ROAD, BEING 150.0 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 32 DEGREES 36 MINUTES 04 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN ZURICH TOWN MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS SHOWN ON AN EXHIBIT RECORDED MAY 2, 1974 AS PART OF DOCUMENT 1662041.

Parcels Involved: 14-20-213-004, 14-20-213-022

EXHIBIT B

February 15, 2023 Staff Report and PZC final recommendation/conditions and accompanying exhibits including zoning application PZC 2022-05, dated January 13, 2023 as filed by the Applicant



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

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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: February 15, 2023

Re: PZC 2023-05 Zoning Application for 400 South Old Rand Road
Rezoning from B-1 to Institutional Buildings (IB) &
Site Plan & Exterior Appearance Approval

SUBJECT

Ms. Shannon Baird, of DLA Architects, (the “Applicant”) and architect for Lake Zurich Community Unit School District 95 (CUSD-95) (the “Owner”) requests a Zoning Map Amendment to rezone the Subject Property from B-1 Local & Community Business District to IB Institutional Building to renovate the former CUSD-95 Administration Building at the property commonly known as 400 South Old Rand Road and legally described in Exhibit A attached hereto (the “Subject Property”).

GENERAL INFORMATION

Requested Action:	<u>Zoning Map Amendment & Special Use Permit</u>
Current Zoning:	<u>B-1 Local & Community Business District</u>
Current Use:	<u>Vacant School District Building</u>
Proposed Use	<u>Transition Program for Lake Zurich High School</u>
Property Location:	<u>400 S Old Rand Road</u>
Applicant:	<u>Shannon Baird, DLA Architects</u>
Owner:	<u>Lake Zurich Community Unit School District 95 (CUSD-95)</u>
Staff Coordinator:	<u>Tim Verbeke, Planner</u>

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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. Shannon Baird, of DLA Architects, (the “Applicant”) and architect for Lake Zurich Community Unit School District 95 (“CUSD-95”) (“Owner”) requests a Zoning Map Amendment to rezone the Subject Property from B-1 Local & Community Business District to IB Institutional Buildings District and a special use permit to allow for a Transition Program Center to operate within the building on the Subject Property.

CUSD-95 plans to renovate their former Administration Building into Transition Program Center for Lake Zurich High School at the property commonly known as 400 S Old Rand Road and legally described in Exhibit A attached hereto (the “Subject Property”). The property has been under the ownership and operation of the school district since 2002 and is currently improved with a 9,900 square-foot building and parking lot. The Applicant filed an application with the Village of Lake Zurich received on January 16, 2023 (the “Application”) seeking:

- Map Amendment to rezone the Subject Property to within the IB Institutional Building zoning district
- Special Use Permit to Establish a Transition Program Center classified under “Elementary and secondary schools” (821) within the IB district.
- Site Plan & Exterior Appearance Approval

Existing conditions

The property is currently zoned within the B-1 Local & Community Business District. It contains two parcels – the northerly parcel with 32,980 square feet of land area containing a 9,900 square-foot building and parking lot containing 30 parking spaces, and the southerly parcel with 32,177 square feet of land area that is currently unimproved. The Subject Property consisting of approximately 1.5 acres is located on the southeastern corner of Old Rand Road and Surryse Road.

The building on the property was never built for use as an educational center. Constructed in 1974, it was used by the First National Bank until 2002, after which it was acquired and used for administrative offices by the Lake Zurich Community Unit School District 95. CUSD-95 ceased operations at this site in 2016 and moved their administrative offices to 832 South Rand Road.

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The existing building was built as a bank with banking and teller operations on the first floor, and offices above. Once CUSD-95 took ownership, the drive-thru banking lanes at the rear were removed and additional parking was added. The School District also converted the interior bank into general office space. The exterior character of the building is designed in the theme of Alpine Architecture, reflected through the elevations and profile of the building, its windows, and trim. The building and parking lot are in a physical condition requiring maintenance.

There is a significant grade change between the elevation of Old Rand Road and the Subject Property which gradually reduces along Surryse Road. The grade is currently supported by a retaining wall that was constructed as part of the original development of the bank. Over time, the wall has required stabilization and shoring up by the various owners of the property.

Proposal

The Applicant, Ms. Baird, DLA Architects, the lead architect for the CUSD-95 project, proposes to redesign the building to house the new Transition Program Center. The building will serve students with special education needs allowing them access to programming centered around employment preparation, education/training preparation, and independent living preparation. In addition to having access to a larger space, the relocation allows CUSD-95 to create an independent location for this program, leading to an increased community immersion experiences, increased vocational opportunities, and increased independent recreational opportunities.

The anticipated occupancy of this building is 50; 25 students and 25 staff. There are currently two full-size buses serving the program which will run throughout the current operating hours of 8:45 a.m. through 2:00 p.m.

The building will undergo renovation to make it ADA compliant, while revising the architectural features and adaptively reusing the spaces to a new use while retaining their original design and character. The exterior will be modernized and brought up to present day codes and standards. There is no signage proposed on the building. The work to the envelope of the building and its interior will be reviewed and approved by the Illinois State Board of Education (ISBE) and will need to confirm with those regulations.

Rezoning the property and redevelopment of the site is subject to the review and approval of the Village of Lake Zurich. The only suitable district recommended for the location, design and operation of the proposed use is the IB Institutional Building District. Elementary and secondary schools (SIC #821) require a special use permit to be established and operated within the IB district. The Applicant is therefore requesting approval to rezone the property within the IB district and a special use permit to establish the Transition Program Center. The Applicant believes that the low intensity and low traffic generated by this land use would be ideally suited to this location which is at the edge of the Village's Office/Business District.

The Applicant proposes to reconfigure the site through the removal of the existing pavement to the rear and utilization of the vacant parcel to the south with a new bus drop-off area, additional parking spaces, and trash enclosure. The areas to the rear (west) and side (north) containing the parking lot and its driveway will be regraded with soil backfill to slope towards the building

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thereby removing the need for the retaining walls, which will be buried in the process. The filled areas will be landscaped with trees and grass.

The front parking lot facing Surryse Road to the east will be pulled back from the street to accommodate additional landscape material in the form of trees and shrubs. New light fixtures are proposed for the parking lot.

Pursuant to public notice published on January 28, 2023, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for February 15, 2023, to consider the Application. On January 27, 2023, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to this being a public-school project that is permitted under the authority of the ISBE, the project will primarily be required to obtain all necessary permit approvals at the state. The purview of the village is to provide review and approval of issues related to zoning, site work, utilities and public safety. Therefore, this project was not brought before the Village Board for a Courtesy Review.
- B. Zoning History.** The property is located within the older parts of the community at the edge of an Office/Business District. The two parcels on the subject property were platted as a standard office/business lots within "Zurich Town Mall" with the possible intention to be developed with office or business type use similar in style and configuration to those surrounding the property on the south and east. The property was zoned within a PUD – Ordinance No. 769 and P-1 Planned Industries District in the Zoning Map of Lake Zurich approved in 1974. Subsequent amendments to the zoning code classified the property within B-1 Retail Business District and later within the B-1 Local and Community Business District following a comprehensive amendment to the zoning code in 1994. The property has since remained within the B-1 district.
- C. Surrounding Land Use and Zoning.** The subject property is located on the corner of Surryse Road and Old Rand Road in the center of Lake Zurich. Old Rand Road serves as a transition between the single-family residential areas along the west side and the commercial areas generally along the east side in this area. Access to the subject property is from Surryse Road, which is a local road serving all the office and business properties to the east and south.
- The property to the north/northeast is zoned within the IB Institutional Building District and improved with "The Chapel," a religious institution.
- D. Trend of Development.** The subject property is located on the edge of a business and institutional area of Lake Zurich. The area contains a number of commercial and institutional buildings and has been developed since the 1990s.

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E. Zoning District. The IB Institutional Building zoning district is established to accommodate existing and future public buildings and buildings having purposes and impacts similar to public buildings. It is the intent of the Zoning Code, by this district, to avoid the problems inherent in treating such buildings as permitted or special uses in zoning districts characterized by uses and structures bearing no similarity to public and institutional uses and buildings.

The proposed land use is allowed within the IB district and classified as “Elementary and secondary schools” (821) which requires a special use permit within such district.

GENERAL FINDINGS

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

STANDARDS FOR MAP AMENDMENTS

Amending the zoning map of the zoning code is a matter committed to the sound legislative discretion of the board of trustees and is not dictated by any set standard. However, in determining whether a proposed amendment should be granted or denied, the board of trustees shall act in what it reasonably believes to be in the best interest of the general public, and may consider, among other factors, the following factors as they may be relevant to a particular application:

A. The consistency of the proposed amendment with the purposes of this zoning code.

Staff Response: **The subject property has been zoned within a business district since the original platting of the property within Zurich Town Mall Subdivision and to be consistent with the zoning classification of business and office building on the east side of Old Rand Road.**

Additionally, the properties to the north are zoned within the IB Institutional Building district classification. These properties include library at the corner of IL Route 22 and Old Rand Road, a church known as “The Chapel” at 330 South Old Rand Road, and the Lake Zurich Police Department at 200 Mohawk Trail.

The Subject Property would constitute a contiguous extension of that existing IB zoning district with an institutional use that is compatible with the existing uses within the district.

B. The community need for the proposed amendment and for the uses and development it would allow.

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Staff Response: Standard met. The proposed amendment would allow a unique building to continue to be used adaptively with a land use that provides a service to the community.

C. If a specific parcel of property is the subject of the proposed amendment, then the following factors:

1. Existing Uses And Classifications: The existing uses and zoning classifications for properties in the immediate vicinity of the subject property.

Staff Response: Standard met. The Subject Property is proposed to be rezoned to IB Institutional Building District, which is consistent with the adjacent zoning classification to the north and will be contiguous to the existing district.

2. Trend Of Development: The trend of development in the immediate vicinity of the subject property, including changes, if any, in such trend since the subject property was placed in its present zoning classification.

Staff Response: Standard met. The subject property is located on the edge of the historic central business area of Lake Zurich. The area is part of a mature commercial and commercial and institutional district that contains a mix of compatible uses. These uses are separated and from the residential uses to the west across Old Rand Road and have not exhibited a negative impact on those residential uses.

3. Diminution Of Values: The extent to which the value of the subject property is diminished by the existing zoning classification applicable to it.

Staff Response: Standard Met. The subject property is zoned within the B-1 Local and Community Business Zoning District. The existing building configuration and use (vacant) is not viable for a business use. The proposed reconfiguration and land use are conducive to educational purposes.

4. Increase in Health, Safety, And Welfare: The extent, to which any such diminution in value is offset by an increase in the public health, safety, and welfare.

Staff Response: Standard Met. The Applicant proposes to adaptively reuse the building for the proposed Transition Center. The building will undergo renovation to make it ADA compliant, while renovating the exterior facade and adaptively reusing the spaces to a new use while retaining their original design. There is no signage proposed on the building.

The Applicant intends to meet the current requirements of the applicable building codes of the ISBE to be able to use the space for the proposed institutional use.

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5. Effects On Adjacent Properties: The extent to which the use and enjoyment of adjacent properties would be affected by the proposed amendment.

Staff Response: Standard Met. The proposed Transition Center will be surrounded on three sides by business/offices/institutional buildings and uses. Additionally, its low intensity is not expected to have any detrimental impact the residential properties to the west.

6. Value Of Adjacent Properties: The extent to which the value of adjacent properties would be affected by the proposed amendment.

Staff Response: Standard met. The entirety of the CUSD-95 operations for the Transition Program Center will be operated within the existing building. The Applicant has demonstrated that it will not have any substantial or undue adverse effect upon any adjacent properties and will not adversely impact the public health, safety, and general welfare of the Village.

7. Future Development: The extent to which the future orderly development of adjacent properties would be affected by the proposed amendment.

Staff Response: Standard Met. The adjacent residential properties to the west and the commercial/institutional properties to the north, east and south are already built out and will continue their operation and use. The proposed use at the Subject Property will not impede upon or negatively impact their ongoing use. No evidence has been submitted or found showing that the proposed location is inappropriate for the proposed land use.

8. Suitability Of Text Amendment: The suitability of the proposed text amendment for the zoning district in which the amendment is being proposed.

Staff Response: Not applicable. The Applicant is requesting an amendment to the zoning map (Map Amendment), not to the language and provisions of the zoning code (Text Amendment).

9. Ingress and Egress: The availability, where relevant, of adequate ingress to and egress from the subject property and the extent to which traffic conditions in the immediate vicinity of the subject property would be affected by the proposed amendment.

Staff Response: Standard Met. The Subject Property contains two means of access and egress to Surrye Road. The Applicant intends to use these existing access points to the existing and new parking lot constructed as part of the project.

10. Utilities and Services: The availability, where relevant, of adequate utilities and essential public services to the subject property to accommodate the uses permitted or permissible under its present zoning classification.

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Staff Response: Standard Met. The proposed business 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.

11. Length of Vacancy: The length of time that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property.

Staff Response: Standard Met. CUSD-95 has owned the property since 2002 for its administrative offices and these uses in early 2016 when the uses were moved to its current administrative center to 832 South Rand Rd. The Applicant intends to begin reconstruction of the Subject Property in late Spring with completion in December 2023.

12. Positive Effect: The proposed amendment creating a positive effect for the zoning district, its purposes, and adjacent properties shall be placed before the benefits of the petitioner. (Ord. 2013-12-944, 1-6-2014)

Staff Response: Standard Met. The Applicant intends to preserve and adaptively reuse the building allowing it to continue to contribute to the established character of Lake Zurich and the surrounding commercial/institutional uses.

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

The land use for the Transition Program Center under “Elementary and secondary schools” (821) is classified as a Special Use within the IB district. Staff has reviewed the proposal and plans and found that the project will continue to remain in substantial conformance with the standards for Special Use Permits as outlined below.

A. General Standards: No special use permit for a planned unit development 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. While the current land use designation of the Subject Property is Office/Service, by virtue of it being a part of the Zurich Town Mall Subdivision, its designation as an “Institutional” land use classification will be compatible with the immediately adjacent land uses to the north within this Institutional land use designation. The development will

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continue to remain in substantial conformance with the purpose and intent of the IB – Institutional Buildings District.

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 proposed Transition Program Center will not have any substantial or undue adverse effect upon any adjacent properties. The proposed development is consistent with the immediate IB – Institutional Buildings District to the north in terms of location, design and operation.

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 proposed development will be constructed and arranged so as not to dominate the immediate vicinity any more than the existing buildings did, but instead work in harmony with the surrounding character and land uses.

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 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 proposed reconfiguration of the site will not involve alterations to the access points onto the surrounding public street (Surryse Road) to and from the property. Vehicular and bus traffic onto and off the property will be dispersed via the southern entrance of the property on to Surryse Road. There will be two full-size school buses for this program which will run throughout the current operating hours of 8:45 a.m. to 2:00 p.m.

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.

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Staff Response: Standard met. The proposed development will not result in the destruction, loss, or damage of any natural, or scenic as the development is being constructed on previously developed land. Instead, the project proposes to remove the rear parking lot and driveway along the north and west with new soil backfill and landscape material which would compensate for the new parking lot proposed to the south of the building.

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 partially met.

1. **Landscape material.** While the Applicant is proposing to include new landscape material along the periphery of the property particularly in areas where the back filling is proposed, and along the Surryse Road frontage of the property, the plant material falls short of the numbers required by the Village landscape code requirements.
2. **Lighting.** There are certain areas on the interior of the property where the illumination exceeds the maximum allowed by the Village illumination codes. The Applicant is proposing a maximum illumination of 11.8 foot-candles around secondary doors to the building whereas the maximum allowed by the Village codes is 10 foot-candles.

Staff has brought both these to the attention of the Applicant who have indicated that they are working towards compliance of the necessary Village requirements.

The proposed development will also need to comply with all other additional standards imposed by the ISBE for education facilities.

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 construction of new, upgraded and larger education space, and indoor and outdoor offerings of activities will have a positive effect on the Village as a whole.

- 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.

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Staff Response: Standard met. Staff will ensure that zoning compliance is established for all site related work. The school district is additionally required to conform to all the state building permit requirements of the ISBE prior to commencing construction.

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. Since 1929, The CUSD-95 has served the residents of Lake Zurich and has provided a unique place to learn and gather. The project is part of a larger effort to upgrade their existing facilities and buildings or construct new facilities. The upgraded facility and services not only improve the aesthetic of an otherwise vacant older property in the Village, but also provides an essential service through the Transition Program for its students.

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: Not Applicable. The property is currently owned by the CUSD-95 since 2002. The school district does not intend to abandon this site and relocate the center to another location. The subject property continues to offers the Owner the ability to operate a use that is appropriate for the property and the area of the community in which it is presently located.

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

Staff Response: Standard met. All steps necessary have been taken to minimize any substantial adverse effects of the proposed development.

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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 9-18-3: Standards for Amendments
- Section 9-19-3: Standards for Special Use Permits

Based on the review of staff, the standards for approval will be met if the following conditions are met. Staff therefore 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 2023-05, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application and Cover Letter dated January 13, 2023, and prepared by DLA Architects
 - b. Exhibit A: Legal Description of the Subject property.
 - c. Plat of Survey, dated January 13, 2023, and prepared by DLA Architects
 - d. Proof of Ownership, dated January 13, 2023, and prepared by DLA Architects
 - e. Overall Site/Geometric Plan, dated January 13, 2023, and prepared by DLA Architects
 - f. Preliminary Engineering Plans, dated January 13, 2023, and prepared by DLA Architects
 - g. Landscape Plans, dated January 13, 2023, and prepared by DLA Architects
 - h. Tree Survey, dated January 13, 2023, and prepared by DLA Architects
 - i. Exterior Lighting Photometrics Plan, dated January 13, 2023, and prepared by DLA Architects
2. The lot lines of the property and parking lots shall be properly screened with the required amount of landscaping and buffering plant material as required by the village code. The design and materials may take the form of shrubs, ornamental trees, shade trees or evergreens. The final landscape plan shall be approved by village staff prior to approval of the project by the Village Board.
3. The maximum permitted illumination shall not exceed 0.50 foot-candles at the property lines and shall not exceed 10.0 foot-candles at any point within the interior of the property.
4. The Applicant shall provide a geotechnical report regarding the backfilling of the property up against the existing retaining walls along the west and north lots lines of the property. Such report shall be prepared by a qualified geotechnical engineer and shall include an opinion as to the efficacy of the approach proposed by the Applicant to backfill the rear

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and side of the property and provide specifications for the backfilling including direction on how the embankment will be keyed into the existing soil to prevent the embankment from lateral movement. Such report shall be provided to the Village prior to issuance of a site engineering permit for the project.

5. 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 2023-05

Community Development Department
PZC Hearing Date: February 15, 2023

LAKE ZURICH PLANNING & ZONING COMMISSION
FINAL FINDINGS & RECOMMENDATIONS

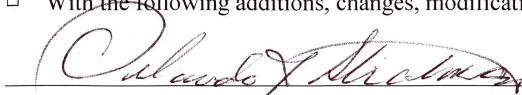
FOR 400 SOUTH OLD RAND ROAD
FEBRUARY 15, 2023

The Planning & Zoning Commission recommends approval of Application PZC 2023-05, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **February 15, 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, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Application/Cover Letter dated January 13, 2023, and prepared by DLA Architects
 - b. Exhibit A: Legal Description of the Subject property.
 - c. Plat of Survey, dated January 13, 2023, and prepared by DLA Architects
 - d. Proof of Ownership, dated January 13, 2023, and prepared by DLA Architects
 - e. Site/Geometric Plan, dated January 13, 2023, and prepared by DLA Architects
 - f. Engineering Plans, dated January 13, 2023, and prepared by DLA Architects
 - g. Landscape Plans, dated January 13, 2023, and prepared by DLA Architects
 - h. Tree Survey, dated January 13, 2023, and prepared by DLA Architects
 - i. Photometric Plan, dated January 13, 2023, and prepared by DLA Architects
2. The lot lines of the property and parking lots shall be properly screened with the required amount of landscaping and buffering plant material as required by the village code. The design and materials may take the form of shrubs, ornamental trees, shade trees or evergreens. The final landscape plan shall be approved by village staff prior to approval of the project by the Village Board.
3. The maximum permitted illumination shall not exceed 0.50 foot-candles at the property lines and shall not exceed 10.0 foot-candles at any point within the interior of the property.
4. The Applicant shall provide a geotechnical report regarding the backfilling of the property up against the existing retaining walls along the west and north lots lines of the property. Such report shall be prepared by a qualified geotechnical engineer and shall include an opinion as to the efficacy of the approach proposed by the Applicant to backfill the rear and side of the property and provide specifications for the backfilling including direction on how the embankment will be keyed into the existing soil to prevent the embankment from lateral movement. Such report shall be provided to the Village prior to issuance of a site engineering permit for the project.
5. The development shall be in compliance with all applicable codes and ordinances.

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 2023-05

Community Development Department
PZC Hearing Date: February 15, 2023

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

LOT 5 IN ZURICH TOWN MALL SUBDIVISION, BEING PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, AS SHOWN ON EXHIBIT RECORDED MAY 2, 1974 AS PART OF DOCUMENT 1662041, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

THAT PART OF LOT 4 DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 4; THENCE NORTH 57 DEGREES 23 MINUTES 56 SECONDS EAST ALONG THE COMMON LINE BETWEEN LOTS 4 AND 5 IN SAID ZURICH TOWN MALL SUBDIVISION, A DISTANCE OF 194.0 FEET TO THE RIGHT OF WAY LINE OF SURRYSE ROAD AS RECORDED MARCH 28, 1984 AS DOCUMENT 2274118; THENCE SOUTH 32 DEGREES 36 MINUTES 04 SECONDS EAST ALONG SAID RIGHT OF WAY LINE, A DISTANCE OF 1.74 FEET; THENCE NORTH 90 DEGREES 00 MINUTES 00 SECONDS EAST ALONG THE RIGHT OF WAY LINE OF SAID SURRYSE ROAD, A DISTANCE OF 49.35 FEET; THENCE SOUTH 13 DEGREES 44 MINUTES 10 SECONDS EAST, A DISTANCE OF 128.58 FEET TO THE INTERSECTION OF A LINE 194.0 FEET NORTHEASTERLY FROM AND PARALLEL WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF OLD RAND ROAD AS DEDICATED BY SAID ZURICH MALL SUBDIVISION; THENCE SOUTH 57 DEGREES 23 MINUTES 56 SECONDS WEST ALONG A LINE 150.0 FEET SOUTHEASTERLY FROM AND PARALLEL WITH THE SAID COMMON LINE BETWEEN LOTS 4 AND 5, A DISTANCE OF 194.0 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID OLD RAND ROAD, BEING 150.0 FEET FROM THE POINT OF BEGINNING; THENCE NORTH 32 DEGREES 36 MINUTES 04 SECONDS WEST ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE, A DISTANCE OF 150.0 FEET TO THE POINT OF BEGINNING, IN ZURICH TOWN MALL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST 1/4 OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED AS SHOWN ON AN EXHIBIT RECORDED MAY 2, 1974 AS PART OF DOCUMENT 1662041.

Parcels Involved: 14-20-213-004, 14-20-213-022

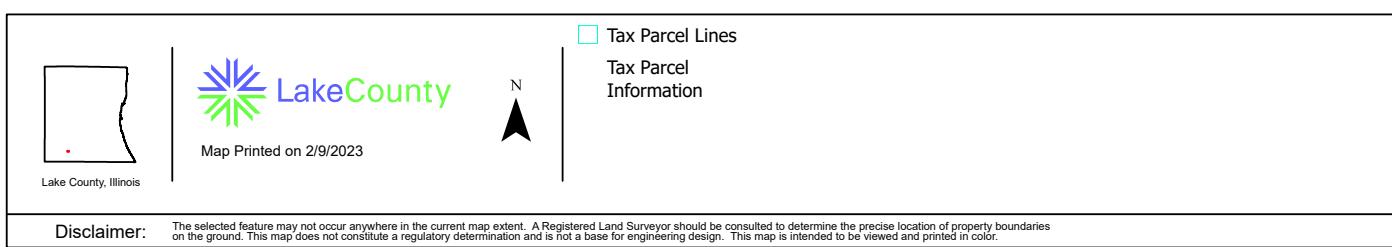
Staff Report
APPLICATION PZC 2023-05

Community Development Department
PZC Hearing Date: February 15, 2023

EXHIBIT B
PUBLIC HEARING SIGN PRESENT AT SUBJECT PROPERTY



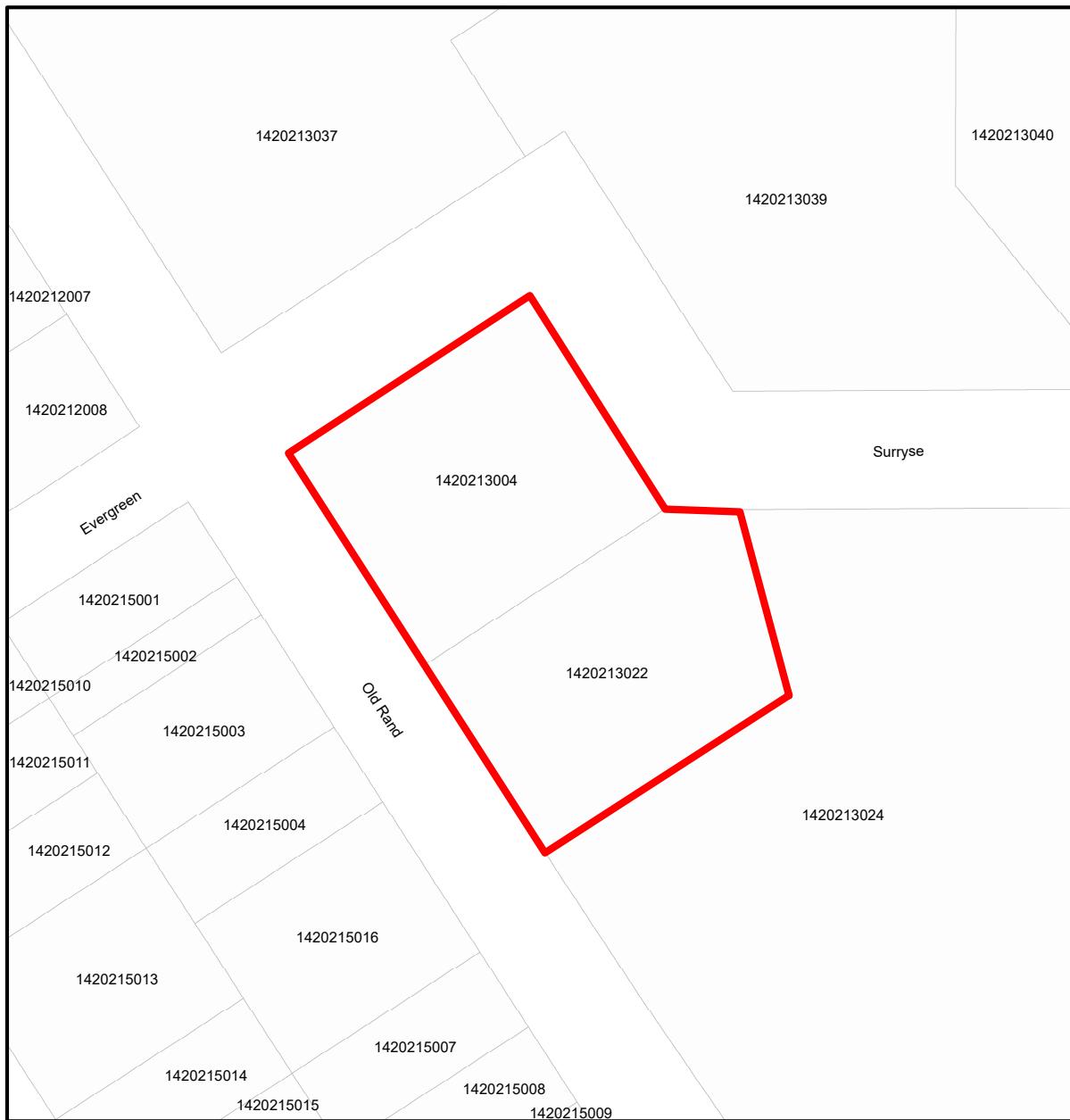
400 S Old Rand Road





CUSD-95 Transition Center

400 S Old Rand Rd



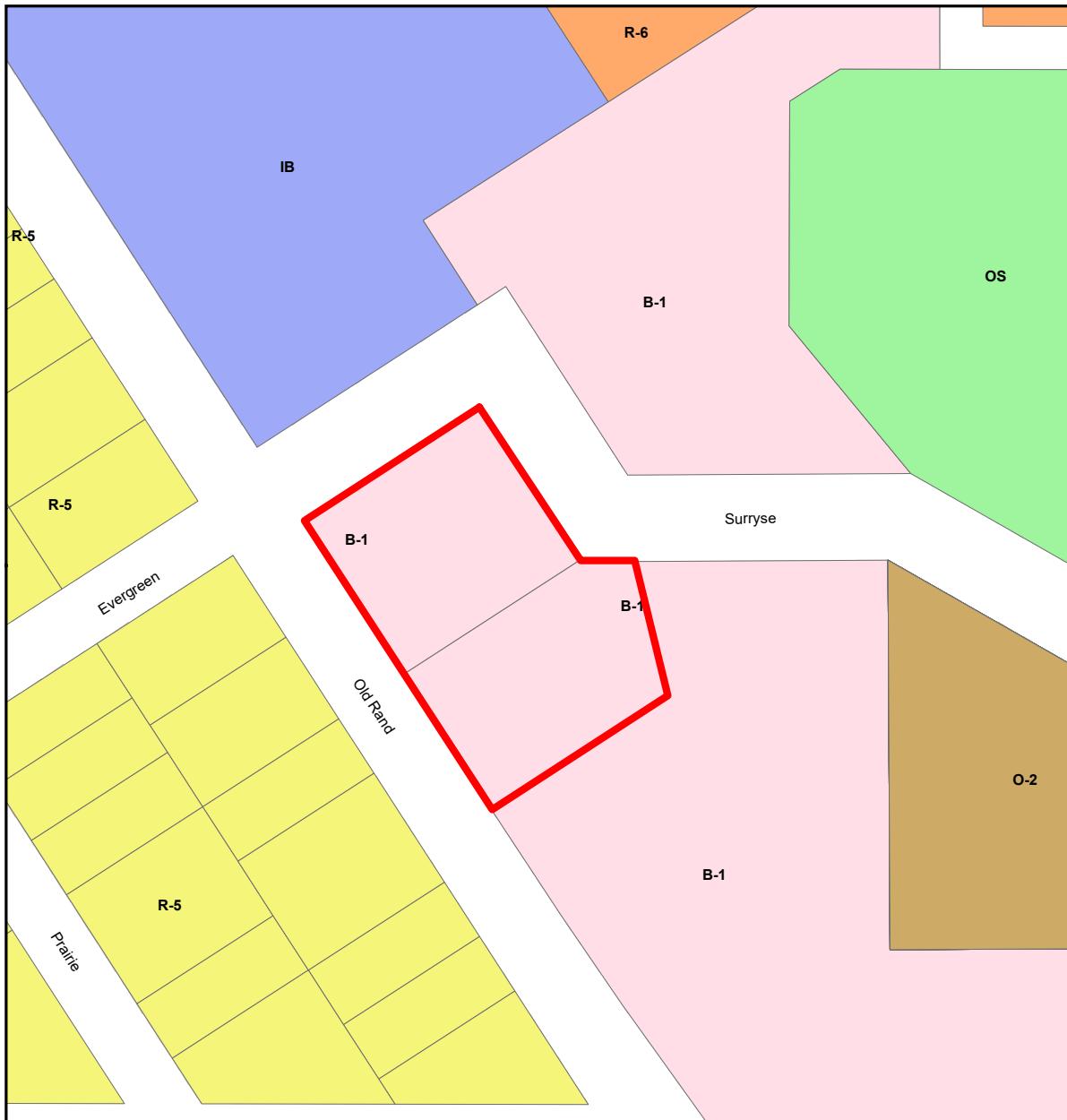
COMMUNITY SERVICES DEPARTMENT
Building and Zoning Division
505 Telser Road, Lake Zurich, Illinois 60047

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



CUSD-95 Transition Center

400 S Old Rand Road



COMMUNITY SERVICES DEPARTMENT
Building and Zoning Division
505 Telser Road, Lake Zurich, Illinois 60047

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



(Please Type or Print)

ZONING APPLICATION

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

1. Address of Subject Property: 400 S. Old Rand Road, Lake Zurich, IL 60047
2. Please attach complete legal description
3. Property Identification number(s): 1420213004, 1420213004
4. Owner of record is, Lake Zurich CUSD 95 Phone: 847-438-2831
E-Mail Lyle.Erstad@lz95.org Address: 832 S. Rand Road, Lake Zurich, IL 60047
5. Applicant is (if different from owner): Shannon Baird Phone: 847-742-4063
E-Mail s.baird@dla-ltd.com Address: 2 Pierce Place, Suite 1300, Itasca, IL 60143
6. Applicant's interest in the property (owner, agent, realtor, etc.): Architect
7. All existing uses and improvements on the property are: Education
8. The proposed uses on the property are: Education
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.

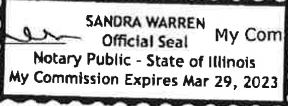
THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Shannon Baird
(Name of applicant)

Shannon Baird
(Signature of applicant)

Subscribed and sworn to before me this 12 day of Jan, 2022

Sandra Warren
(Notary Public)



For County unit

School District 95 Lyle S. Erstad
(Name of Owner, if different)

(Signature of Owner, if different)

Subscribed and sworn to before me this 12 day of JAN, 2022.

Cynthia M. Luebke
(Notary Public)



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 B1 to IB

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 _____



January 13, 2023

Mr. Orlando Stratman
Chairperson of the Planning & Zoning Commission
Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047

Re: Zoning Application
Project: Lake Zurich CUSD 95 Transition Program Facility Renovation at 400 S.
Old Rand Road
DLA Project No.: 2022.102

Dear Mr. Stratman,

On behalf of Lake Zurich Community Unit School District 95, DLA Architects is applying for Site Plan Approval of the proposed renovations to the former SD95 Administration Building located at 400 S. Old Rand Road. This proposed renovation will create a home for the Transition Program which is currently operating inside Lake Zurich High School.

The Transition Program serves students with special education needs allowing them access to programming centered around employment preparation, education/training preparation, and independent living preparation. In addition to having access to a larger space, the move to create an independent location for this program will allow for increased community immersion experiences, increased vocational opportunities, and increased independent recreational opportunities.

The anticipated occupancy of this building is 50; 25 students and 25 staff. There are currently two full-size buses for this program which will run throughout the current operating hours of 8:45 am through 2:00 pm. Depending upon the unique student transportation needs, this may vary somewhat from year to year.

The current zoning district for this property is Local & Community Business (B-1). We request an amendment to change the zoning of this property to Institutional Buildings (IB). Construction is anticipated to begin in late spring 2023 with substantial completion in December 2023.

Mr. Orlando Stratman
Page 2
January 13, 2023

Should you have any questions about the proposed project, do not hesitate to contact me.

Sincerely

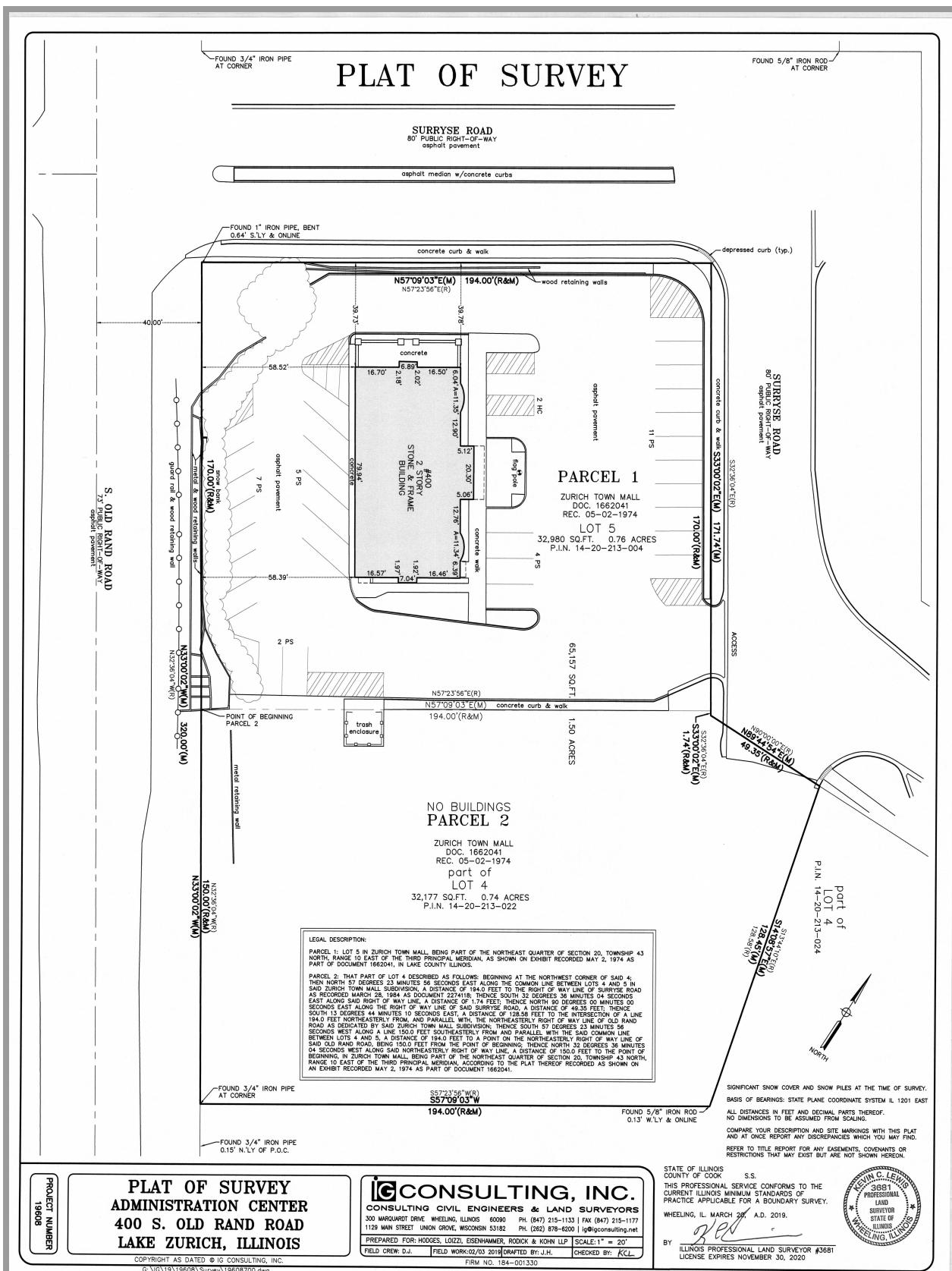
Shannon Baird

Shannon Baird, AIA

Items provided under separate cover:

- Completed Application
- Plat of Survey
- Legal Description of the Subject Property
- Proof of Ownership
- Overall Site/Geometric Plan and Preliminary Engineering Plans
- Landscape Plans and Tree Survey
- Exterior Lighting Photometrics Plan
- Proposed exterior building elevations
- Estimated cost of site development

c: Lyle Erstad, SD95
Chad Alexander, Lamp
Leo Morand, GHA



Parcel 1:

Lot 5 in Zurich Town Mall Subdivision, being part of the Northeast 1/4 of Section 20, Township 43 north, Range 10, East of the Third Principal Meridian, as shown on Exhibit recorded May 2, 1974 as part of Document 1662041, in Lake County, Illinois.

Parcel 2:

That part of Lot 4 described as follows: Beginning at the Northwest corner of said Lot 4; thence North 57 degrees 23 minutes 56 seconds East along the common line between Lots 4 and 5 in said Zurich Town Mall Subdivision, a distance of 194.0 feet to the right of way line of Surryse Road as recorded March 28, 1984 as Document 2274118; thence South 32 degrees 36 minutes 04 seconds East along said right of way line, a distance of 1.74 feet; thence North 90 degrees 00 minutes 00 seconds East along the right of way line of said Surryse Road, a distance of 49.35 feet; thence South 13 degrees 44 minutes 10 seconds East, a distance of 128.58 feet to the intersection of a line 194.0 feet Northeasterly from and parallel with the Northeasterly right of way line of Old Rand Road as dedicated by said Zurich Mall Subdivision; thence South 57 degrees 23 minutes 56 seconds West along a line 150.0 feet Southeasterly from and parallel with the said common line between Lots 4 and 5, a distance of 194.0 feet to a point on the Northeasterly right of way line of said Old Rand Road, being 150.0 feet from the point of beginning; thence North 32 degrees 36 minutes 04 seconds West along said Northeasterly right of way line, a distance of 150.0 feet to the point of beginning, in Zurich Town Mall Subdivision, being a Subdivision of part of the Northeast 1/4 of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded as shown on an Exhibit recorded May 2, 1974 as part of document 1662041.

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



CHICAGO TITLE
INSURANCE COMPANY

Commitment Number:

CCHI1803829LD

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Chicago Title Insurance Company

By:

President

Countersigned By:

Authorized Officer or Agent



Attest:

Secretary

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; 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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ALTA Commitment for Title Insurance (08/01/2016)

Page 1

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IL-CT-FA83-02100.231406-SPS-1-18-CCHI1803829LD



CHICAGO TITLE INSURANCE COMPANY**COMMITMENT NO. CCHI1803829LD*****Transaction Identification Data for reference only:***

ORIGINATING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Chicago Title Insurance Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Email: chicagocommercial@ctt.com	Chicago Title and Trust Company 10 South LaSalle Street, Suite 3100 Chicago, IL 60603 Main Phone: (312)223-4627 Main Fax: (312)223-3018

Order Number: CCHI1803829LD**Property Ref.:** Lake Zurich Community Unit School District No. 95**SCHEDULE A**

1. Commitment Date: December 10, 2018
2. Policy to be issued:
 - (a) ALTA Owner's Policy 2006
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at Item 4 below
Proposed Policy Amount: \$500,000.00
 - (b) ALTA Loan Policy 2006
Proposed Insured: Lender with a contractual obligation under a loan agreement with the Proposed Insured for an Owner's Policy
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
Fee Simple
4. The Title is, at the Commitment Date, vested in:
Lake Zurich Community Unit School District #95, a Public School Corporation
5. The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

END OF SCHEDULE A

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; 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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ALTA Commitment for Title Insurance (08/01/2016)

Page 2

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EXHIBIT "A"
Legal Description

Parcel 1:

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ALTA Commitment for Title Insurance (08/01/2016)

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EXTERIOR RENDERING



EXISTING ELEVATION

TRANSITION PROGRAM FACILITY

LAKE ZURICH CUSD 95
DECEMBER 15, 2022
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EXTERIOR RENDERING

TRANSITION PROGRAM FACILITY

LAKE ZURICH CUSD 95
DECEMBER 15, 2022
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**TRANSITION CENTER
LAKE ZURICH
COMMUNITY UNIT SCHOOL DISTRICT 95
400 S. RAND ROAD
LAKE ZURICH, ILLINOIS 60047**

STANDARD SYMBOLS

FEATURE	EXISTING	PROPOSED
BUFFALO BOX	○	●
BUSH/SHRUB	○	○
CATCH BBOX	○	○
CLEANOUT	○	○
DEAD SEWER LINE	—	—
CONTOUR	—	—
CULVERT	—	—
DRIVE/WALL	—	—
FEED LINE	—	—
ELECTRIC MANHOLE	○	○
FENCE	—X—X—X—X—	—X—X—X—X—
FEED HYDRANT	○	○
GLASS END SECTION	—	—
Gas LINE	—C—	—C—
Gas MANHOLE	○	○
GAS, VAC V/F	△	△
GATE	□	□
LIGHT POLE	○	○
OVERHEAD WIRES	—A—	—A—
POWER POLE	—D—	—D—
PIPE	—	—
R.O.W. MARKER	△	△
SANITARY FOREMAN LINE	—CC—CC—	—CC—CC—
SANITARY SEWER LINE	—	—
SEWER MANHOLE	○	○
SIGN	—	—
SLOT ELEVATION	—	—
STORM SEWER LINE	—	—
STORM SEWER MANHOLE	○	○
TELEPHONE LINE	—	—
TELEPHONE MANHOLE	○	○
TELEPHONE BOX/PEDESTAL	○	○
TREE—CONIFEROUS (SIZE/TAG#)		
TREE—DECIDUOUS (SIZE/TAG#)		
VALVE BOX	○	○
VALVE VAULT	○	○
WATER VALVE	○	○
WATER LINE	—	—

EXISTING UTILITIES: WHEN THE PLANS OR SPECIAL PROVISIONS INCLUDE INFORMATION PERTAINING TO THE LOCATION OF UNDERGROUND UTILITY FACILITIES, SUCH INFORMATION REPRESENTS ONLY THE OPINION OF THE ENGINEER AND OWNER AND IS NOT TO BE CONSTRUED AS A WARRANTY OR GUARANTEE FOR THE CONVENIENCE OF THE BIDDER. THE ENGINEER AND OWNER ASSUME NO RESPONSIBILITY WHETHER IN RESPECT TO THE SUFFICIENCY OR ACCURACY OF THE INFORMATION SHOWN ON THE PLANS RELATIVE TO THE LOCATION OF EXISTING UTILITIES. THE CONTRACTOR IS RESPONSIBLE FOR REMOVING OR ADJUSTING THE ACTUAL LOCATION OF ALL SUCH FACILITIES. HE SHALL ALSO BE RESPONSIBLE FOR REMOVING OR ADJUSTING THE WORKING SCHEDULES RELATIVE TO THE COMPANY FOR REMOVING OR ADJUSTING THE UTILITIES.

CONTRACTOR IS RESPONSIBLE FOR CONTACTING J.U.L.I.E. AT 1-800-892-0123 AND MUST ACQUIRE A DIG NUMBER A MINIMUM OF 72 HOURS PRIOR TO ANY WORK BEING DONE.

NOTE: CONSTRUCTION MEANS, METHODS AND JOB SITE SAFETY IS THE SOLE AND EXCLUSIVE RESPONSIBILITY OF THE CONTRACTOR

**GHA GEWALT HAMILTON
ASSOCIATES, INC.**
625 Forest Edge Drive ■ Vernon Hills, IL 60061
Tel. 847.478.9700 ■ Fax 847.478.9201

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Government of the United States, or in conjunction with other

TITLE SHEET
TRANSITION CENTER
LAKE ZURICH COMMUNITY UNIT SCHOOL DISTRICT 95
VILLAGE OF LAKE ZURICH, ILLINOIS 60047

LOCATION MAP



01/13/2023
Exp. 11/30/2023

THE JOURNAL OF

III.2.5.3.20.1

ISSUED FOR ZONING REVIEW

T# 80	SHEET NUMBER 1 OF 15 SHEETS
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GENERAL NOTES

- ALL CONSTRUCTION SHALL BE PERFORMED ACCORDING TO THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION" LATEST EDITION, THE ILLINOIS DEPARTMENT OF TRANSPORTATION "STORM SEWER CONSTRUCTION", THE STANDARD SPECIFICATIONS FOR WATER AND SEWER MAIN CONSTRUCTION IN ILLINOIS' LATEST EDITION, THE ILLINOIS PLUMBING CODE, THE DETAILS IN THESE PLANS, THE CONTRACT DOCUMENTS, ALL APPROVED DRAWINGS, THE CONTRACTOR'S CONTRACT WITH THE OWNER, THE IEPAs AND ORDINANCES OF AUTHORITIES HAVING JURISDICTION AND ALL ADDENDA THERETO.
- EASMENTS FOR THE EXISTING UTILITIES, BOTH PUBLIC AND PRIVATE AND UTILITIES WITHIN PUBLIC RIGHTS-OF-WAY ARE SHOWN ON THE PLANS ACCORDING TO AVAILABLE RECORDS. THE CONTRACTOR SHALL NOTIFY THE OWNERS OF THESE UTILITIES IMMEDIATELY SO THAT THE CONTRACTOR AND THEIR PROTECTION FROM DAMAGE DUE TO CONSTRUCTION OPERATIONS. IF EXISTING UTILITY LINES OF PUBLIC UTILITIES ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY SO THAT THE CONFLICT MAY BE RESOLVED.
- EVERYWHERE, DURING CONSTRUCTION OPERATIONS, ANY LOOSE MATERIAL IS DEPOSITED IN THE FLOW LINE OF GUTTERS, DRAINAGE STRUCTURES, DITCHES, ETC. SUCH THAT THE NATURAL FLOW LINE OF WATER IS OBSTRUCTED, THE LOOSE MATERIAL WILL BE REMOVED TO THE GUTTER EACH DAY AT THE CONSTRUCTION SITE. THE CONTRACTOR SHALL NOT DAMAGE THE DRAINAGE STRUCTURES AND FLOW LINES SHALL BE FREE FROM DIRT AND DEBRIS. THIS WORK SHALL BE CONSIDERED INCLUDED IN THE CONTRACT. THE CONTRACTOR'S FAILURE TO PROVIDE THE ABOVE WILL PRECLUDE ANY POSSIBLE ADDITIONAL COMPENSATION REQUESTED DUE TO DELAYS OR UNSUITABLE MATERIALS CREATED AS A RESULT THEREOF.
- THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS AFFECTING THEIR WORK ON THE CONSTRUCTION PLANS. IF THE CONTRACTOR FINDS ANY CONDITIONS NOT SHOWN ON THE CONSTRUCTION PLANS, THE CONTRACTOR MUST VERIFY THE LINE AND GRADES. IF THERE ARE ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE CONSTRUCTION PLANS, STANDARD SPECIFICATIONS AND/OR SPECIAL DETAILS, THE CONTRACTOR SHALL NOTIFY THE ENGINEER. THE CONTRACTOR SHALL NOT PROCEED WITH ANY PART OF THE WORK AFFECTED BY OMISSION OR DISCREPANCY. FAILING TO SECURE SUCH INSTRUCTION THE CONTRACTOR WILL BE CONSIDERED TO HAVE PROCEEDED AT HIS/HER OWN RISK AND EXPENSE AND NO ADDITIONAL COMPENSATION WILL BE PROVIDED FOR ANY COSTS INCURRED.
- ALL PAVING DIMENSIONS ARE SHOWN TO EDGE OF PAVEMENT UNLESS OTHERWISE NOTED.
- WHERE SECTION OR SUBSECTION MONUMENTS ARE ENCOUNTERED, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY. THE CONTRACTOR SHALL NOT REMOVE THESE MONUMENTS. THE CONTRACTOR SHALL NOT REMOVE PROPERTY MARKS AND MONUMENTS UNTIL THE OWNER, AUTHORIZED SURVEYOR OR AGENT HAS WITNESSED OR OTHERWISE REFERENCED THEIR LOCATION.
- THE CONTRACTOR SHALL NOTIFY THE ENGINEER AT LEAST 72 HOURS PRIOR TO BEGINNING WORK.
- IF DURING CONSTRUCTION THE CONTRACTOR ENCOUNTERS OR OTHERWISE BECOMES AWARE OF ANY SEWERS OR UNDERDRAINS OTHER THAN THOSE SHOWN ON THE PLANS, HE/SHE SHALL INFORM THE ENGINEER IMMEDIATELY. THE CONTRACTOR SHALL NOT DAMAGE THESE EXISTING UTILITIES IN SERVICE AND TO PROTECT THEM FROM DAMAGE DURING CONSTRUCTION IF MAINTAINED. EXISTING FACILITIES SHALL BE MAINTAINED AT THE CONTRACTOR'S OWN EXPENSE.
- THE CONTRACTOR SHALL PROVIDE TEMPORARY TOILET FACILITIES AND HAND SANITIZING STATIONS FOR THE USE OF ALL THE CONTRACTOR'S PERSONNEL EMPLOYED ON THE WORK SITE. THE FACILITIES SHALL BE MAINTAINED IN SANITARY CONDITION THROUGHOUT THE PROJECT. THE LOCATION OF THE FACILITIES SHALL BE APPROVED BY THE ENGINEER.
- THE CONTRACTOR IS RESPONSIBLE FOR COMPLYING WITH THE NPDES PERMIT AND SWPPP MANUAL. IF NO NPDES PERMIT OR SWPPP MANUAL IS NEEDED FOR THE PROJECT THE CONTRACTOR SHALL PERFORM SOIL EROSION/SEDIMENT CONTROL BEST PRACTICES OR AS DIRECTED BY THE OWNER TO PREVENT ILLEGAL DISCHARGES FROM THE SITE.

UTILITY NOTES

- UNDERGROUND WORK SHALL INCLUDE TRENCHING, DISPOSAL OF EXCESS MATERIAL, Dewatering, INSTALLATION OF PIPE, CASTINGS, STRUCTURES, BACKFILLING OF TRENCHES AND CONCRETE, AND TESTS FOR CONCRETE, METAL, AND PLASTIC. THE CONTRACTOR IS RESPONSIBLE FOR THE COST TO COMPLETE THE WORK MAY NOT BE SPECIFIED BUT SHALL BE CONSIDERED AS INCLUDED TO THE COST OF THE WORK. ALL SEWER SHALL BE INSTALLED USING A LASER AND BEGIN AT THE DOWNSTREAM END.
- MACHINE CORE ALL CONNECTIONS TO EXISTING STRUCTURES USING A CORE DRILL. HAMMERING OR SAWING OF STRUCTURES WILL NOT BE ALLOWED.
- ALL CONNECTIONS TO EXISTING OR DISSIMILAR STORM/SANITARY LINES SHALL BE DONE WITH STAINLESS STEEL NON-SHEAR COUPLINGS.
- STONE BEDDING AND BACKFILL SHALL BE OMITTED FOR A DISTANCE OF 15 FEET UP AND DOWNSTREAM OF SEWERS DRAINING TO OR FROM PONDS OR STREAMS. THE RECOMMENDED BEDDING SHALL BE SILT AND CLAY. THE CONTRACTOR IS RESPONSIBLE FOR SAVING THE SOILS FOR REUSE. THE USE OF PERMEABLE SOILS WILL NOT BE PERMITTED.
- ALL DOWNSPOUTS, SIDE YARD DRAINS, AND OUTSIDE DRAINS SHALL DISCHARGE TO THE STORM SEWER SYSTEM. FOOTING DRAINS SHALL FIRST DRAIN TO A SUMP PIT.

PROJECT SPECIFIC NOTES

- THE CONTRACTOR SHALL PROVIDE AS-BUILT DRAWINGS THAT INCLUDE: CRITICAL SPOT GRADES SUCH AS OVERFLOW ELEVATIONS, SPOT ELEVATIONS NEAR ENTRANCES, SPOT ELEVATIONS ALONG THE LINE OF THE NEW CONSTRUCTION, SPOT ELEVATIONS NEAR THE NEW CONSTRUCTION, RIM AND INVERT ELEVATIONS OF ALL SEWERS, RIM AND TOP OF PIPE ELEVATIONS OF ALL WATER MAIN, LOGS, AND TRENCHES, INSTALLED UNDERGROUND UTILITIES, AND ALL FIELD CHANGES FROM THE APPROVED DRAWINGS.
- ALL WORK PERFORMED UNDER THIS CONTRACT SHALL BE GUARANTEED BY THE CONTRACTOR AND HIS SURETY FOR A PERIOD OF 12 MONTHS FROM THE DATE OF INITIAL ACCEPTANCE OF THE WORK BY THE OWNER AGAINST ALL DEFECTS IN MATERIALS AND WORKMANSHIP OF WHATEVER NATURE.
- ALL CONSTRUCTION WILL BE INSPECTED BY THE OWNER'S REPRESENTATIVE. ALL WORK SHALL MEET THE REQUIREMENTS OF THE MUNICIPALITY AS WELL AS THE STANDARD SPECIFICATIONS.
- THE SEWER AND WATER CONTRACTOR SHALL BE REQUIRED TO BE LICENSED AND BONDED WITH THE VILLAGE OF LAKE ZURICH BEFORE WORK IS STARTED.
- CONTRACTOR SHALL NOTIFY THE VILLAGE OF LAKE ZURICH (847-540-1698) AND THE PROJECT ENGINEER (847-478-9700) AT LEAST 72 HOURS PRIOR TO BEGINNING ANY WORK ON THIS PROJECT.
- THE CONTRACTOR SHALL IDENTIFY THE OWNER, ENGINEER, THE MUNICIPALITY AND THEIR AGENTS FROM ALL LIABILITY INVOLVED IN CONSTRUCTION, INSTALLATION, AND TESTING OF THE WORK ON THIS PROJECT. THE CONTRACTOR SHALL CONFORM TO THE VILLAGE OF LAKE ZURICH ZONING CODE §7-7-8 AND §7-7-9 REGARDING THE INSURANCE AND LIABILITY REQUIREMENTS.
- THE CONTRACTOR MUST CARRY INSURANCE IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS. ALL INSURANCE POLICIES SHALL BE ISSUED BY GEWAULT HAMILTON ASSOCIATES, INC. AS ADDITIONAL INSURED. THE CONTRACTOR SHALL INCLUDE THE VILLAGE OF LAKE ZURICH AND MANHARD CONSULTING AS ADDITIONAL INSURED.
- ALL ELEVATIONS ARE ON NAVD 88 VERTICAL DATUM.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF ALL TRAFFIC CONTROL, TO ADEQUATELY INFORM AND PROTECT THE PUBLIC OF ALL CONSTRUCTION OPERATIONS.
- PRIOR TO REMOVAL OF FABRIC AND STONE, THE SURFACE SHALL BE PRO-ROLLED IN THE PRESENCE OF THE ENGINEER. PRO-ROLLING SHALL BE DONE USING A 10 AXLE DUMP TRUCK TOGETHER WITH LOAD WEIGHING AT LEAST TWENTY-FIVE (25) TONS. THE LOAD SHALL BE UNLOADING AND RELOADING. THE DUMP TRUCK SHALL BE REPAVED AND RE-PRO-ROLLED UNTIL FOUND ACCEPTABLE TO THE ENGINEER.
- CRUSHED CONCRETE IS NOT PERMITTED FOR USE ON THE PROJECT UNLESS PRIOR WRITTEN NOTICE IS GIVEN BY THE ENGINEER.
- ALL STONE USED ON THE PROJECT SHALL BE CRUSHED UNLESS SPECIFICALLY NOTED OTHERWISE.
- ALL CONNECTIONS TO EXISTING STORM MANHOLES SHALL BE INSTALLED WITH A NEOPRENE BOOT SECURED WITH DOUBLE STAINLESS STEEL STRAPS MEETING THE REQUIREMENTS OF ASTM C-923.
- ALL CONCRETE SHALL HAVE A LIGHT BROOM FINISH APPLIED WITHIN 1 HOUR OF FINAL STRIKING.
- ALL CONCRETE SHALL CONSIST OF PORTLAND CEMENT CONCRETE MEETING REQUIREMENTS OF SECTION 3020. ALL SIDEWALKS, CURBS AND POST FOUNDATIONS SHALL BE CLASS C 3,500 PS @ 14 DAYS AND PAVEMENT SHALL BE CLASS PV 3,500 PS @ 14 DAYS. WHERE NOTED ON THE PLANS, HIGH EARLY CONCRETE SHALL BE USED. ALL CONCRETE SHALL CURE FOR 30 DAYS. ALL CONCRETE REQUIRE A CURE TIME FASTER THAN 3 DAYS SHALL HAVE A MIX DESIGN SUBMITTED TO THE ENGINEER. CONCRETE MIX DESIGN SHALL BE APPROVED BY THE MUNICIPALITY. FLY ASH SHALL NOT BE USED IN THE MIX DESIGN. SUMP SHALL BE 4" AND AIR CONTENT SHALL BE BETWEEN 6-8% UNLESS APPROVED BY ARTICLE 1020.04.
- ALL CONCRETE SHALL HAVE SILENCER-A CURING COMPOUND APPLIED TO THE SURFACE WITHIN 1 HOUR OF STRIKING AT THE MANUFACTURER RECOMMENDED APPLICATION RATE.
- 3/4" THICK PRE-MOLDED FIBER EXPANSION JOINTS WITH 2, 3/4", 18" PLAIN ROUND, STEEL DOWEL BARS, AND 18" TIE BARS SHALL BE USED. THE DOWEL BARS SHALL BE PLACED 12" ON CENTER AND AT ALL P.C.S. P.T.S. AND CURB RETURN. ALTERNATE ENDS OF THE DOWEL BARS SHALL BE GREASED AND FITTED WITH METAL EXPANSION TUBES. ALL EXPANSION JOINTS MUST BE FREE OF CONCRETE FOR FULL DEPTH. CONTRACTION JOINTS SHALL BE TOLED AT 15' INTERVALS.
- UNLESS OTHERWISE NOTED ON THE PLANS, ALL CONCRETE JOINTS SHALL BE REINFORCED WITH NEW CONCRETE. THE CONTRACTOR SHALL PROVIDE TIE EXPANSION JOINT AND REINFORCED WITH 12" #4 BARS @ 24" O.C. THIS INCLUDES CONCRETE Poured ADJACENT TO EXISTING SIDEWALKS, CURBS AND BUILDING. THE DOWEL BARS SHOULD BE 4" INTO EXISTING CONCRETE WITH 8" EXTENDING INTO NEW CONCRETE.
- ALL DOWEL BARS AND TIE BARS SHALL BE EPOXY COATED UNLESS NOTED OTHERWISE.
- ALL PAVEMENT AND BUILDING SUBGRADE SHALL BE COMPACTED TO 95% MODIFIED PROCTOR DENSITY (ASTM D-1557). ALL TOPSOIL AND SUBGRADE 6" BELOW TOPSOIL SHALL BE COMPACTED TO 80% STANDARD PROCTOR DENSITY (ASTM D-698).
- SPREAD SCREENED TOPSOIL ON ALL DISTURBED AREAS AND PROPOSED GREEN AREAS. TOPSOIL SHALL COMPLY WITH REQUIREMENTS OF ARTICLE 1020.05.
- ALL SIGNAGE SHALL BE INSTALLED IN ACCORDANCE WITH THE MOST RECENT VERSION OF THE ILLINOIS DEPARTMENT OF TRANSPORTATION SERVICES AND ILLINOIS SUPPLEMENT OR ILLINOIS DEPARTMENT OF TRANSPORTATION DETAILS.
- ALL SIGNAGE NOT ATTACHED TO SIGNAL OR LIGHTING POLES SHALL BE MOUNTED ON TELESCOPING STEEL SIGN SUPPORTS WITH BREAKAWAY BASES IN ACCORDANCE WITH SECTION 728.
- ALL SIGNAGE SHALL HAVE TYPE ZZ SHEETING.

STORM SEWERS	MODEL/SPECIFICATION	STANDARDS/REQUIREMENTS
PVC SDR 26	PIPE/ASTM C-304	JOINT/ASTM D-3212
RCP CL IV	PIPE/ASTM C-304	JOINT/ASTM C-443
PEX-AL-PEX	PIPE/ASTM C-304	JOINT/ASTM D-2729
FINGERDRAINS	PIPE/ASTM D-3034	SOLVENT WELD JOINT
UNDERDRAINS	PVC SDR 26	PIPE/ASTM D-3034
	PVC SDR 35	JOINT/ASTM D-3212
	PVC SDR 35	PIPE/ASTM D-3034
WATER MAIN CLASS		
PVC SDR 26	PIPE/ASTM D-2241	JOINT/ASTM D-3130 GASKET/ASTM F-477
PVC SDR 35	PIPE/ASTM D-2240	JOINT/ASTM D-3130 GASKET/ASTM F-477
PAVED AREAS	OPEN/LD: SEE PLAN	CLOSED/LD: SEE PLAN
CURB STRUCTURES	OPEN/LD: SEE PLAN	CLOSED/LD: SEE PLAN
GRASS AREAS	OPEN/LD: SEE PLAN	CLOSED/LD: SEE PLAN
ADJUSTMENT RINGS		
CONCRETE	4" MINIMUM, 12" MAXIMUM	
PIPE BEARING MATERIAL		
CA-4/CA-7/CA-11		
TRENCH BACKFILL UNDERDRAIN	CA/CA-11	CRUSHED CONCRETE NOT ALLOWED. ALL STONE MUST BE WASHED
TRENCH BACKFILL FINGERDRAIN	CA/CA-11	CRUSHED CONCRETE NOT ALLOWED. ALL STONE MUST BE WASHED

WATER MAIN	MODEL/SPECIFICATION	STANDARDS/REQUIREMENTS
DIP CL 52	DIP CL 52	PIPE/ASTM D-304
PAVED AREAS	CLOSED/LD: DOT TYPE 1	LINKS/ANSI/AWWA C154/AC14/11
GRASS AREAS	CLOSED/LD: DOT TYPE 1	LINKS/ANSI/AWWA C154/AC14/11
ADJUSTMENT RINGS	CONCRETE	4" MINIMUM, 12" MAXIMUM

SANITARY SEWERS	MODEL/SPECIFICATION	STANDARDS/REQUIREMENTS
PVC SDR 26	PIPE/ASTM D-304	JOINT/ASTM D-3212 AND F-477
PVC SDR 35	PIPE/ASTM D-304	JOINT/ASTM D-3212 AND F-477
PAVED AREAS	CLOSED/LD: DOT TYPE 1	
GRASS AREAS	CLOSED/LD: DOT TYPE 1	
ADJUSTMENT RINGS	CONCRETE	4" MINIMUM, 12" MAXIMUM

TESTING REQUIREMENTS	WATER MAIN	STANDARDS/REQUIREMENTS
	ALL WATER MAIN SHALL HAVE A PRESSURE AND LEAKAGE TEST PERFORMED IN ACCORDANCE WITH SECTION 14.24 OF STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.	PIPE/ASTM D-304

STORM SEWER	STANDARDS/REQUIREMENTS
	ALL STORM SEWERS SHALL BE TELEVIEWED FOLLOWING PROJECT COMPLETION. THE CONTRACTOR SHALL PROVIDE THE ENGINEER A COPY OF THE VIDEO ON A DIGITAL VIDEO DISC OR SOLID STATE HARD DRIVE. THE VIDEO MUST BE IN COLOR AND PRODUCED NO FASTER THAN 1 FOOT PER SECOND.

SANITARY SEWER	STANDARDS/REQUIREMENTS
	ALL SANITARY SEWER CONSTRUCTION IN ILLINOIS SHALL MEET THE STANDARD REQUIREMENTS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS. ALL FLEXIBLE SANITARY SEWER PIPE SHALL BE TESTED BY METHOD B OR C AS OUTLINED IN SECTION 31-12. ALL FLEXIBLE SANITARY SEWER PIPE SHALL BE TESTED BY METHOD D AND EITHER METHOD A OR C. ALL SANITARY SEWER PIPE SHALL BE TESTED BY METHOD D AND EITHER METHOD A OR C. THE CONTRACTOR SHALL PROVIDE THE ENGINEER A COPY OF THE VIDEO ON A DIGITAL VIDEO DISC. THE VIDEO MUST BE IN COLOR AND PRODUCED NO FASTER THAN 1 FOOT PER SECOND.

BURIED WATER MAIN CROSSINGS	STANDARDS/REQUIREMENTS
	ALL WATER MAINS SHALL BE PARALLEL TO WATER MAINS SUBJECT TO IEPa REQUIREMENTS FOR WATER MAIN QUALITY. PIPE MUST BE PRESSURE TESTED ACCORDING TO 41-2-14 OF THE STANDARD SPECIFICATIONS FOR WATER AND SEWER CONSTRUCTION IN ILLINOIS.

NON-WOVEN	STYLE DESCRIPTION	STANDARDS/REQUIREMENTS	RECOMMENDED PRODUCTS
HEAVY DUTY	SUBGRADE/SUBBASE SEPARATION	10 oz	

WOVEN	STYLE DESCRIPTION	STANDARDS/REQUIREMENTS	RECOMMENDED PRODUCTS
HEAVY DUTY	SUBGRADE/SUBBASE SEPARATION	6 oz	

	MINIMUM GRAD TENSILE ASTM D4632 = 315 LBS	PROPER GEOTEX 315ST
	MINIMUM TRAPEZOID TEAR ASTM D4533 = 120 LBS	US FABRICS 315ST
	MINIMUM FLOW RATE ASTM D4491 = 1.75 GALLONS/SECFT	THRAKE LIND OTF-300

	MINIMUM FLOW RATE ASTM D4491 = 1.75 GALLONS/SECFT	TECATE MIRAFI 600X
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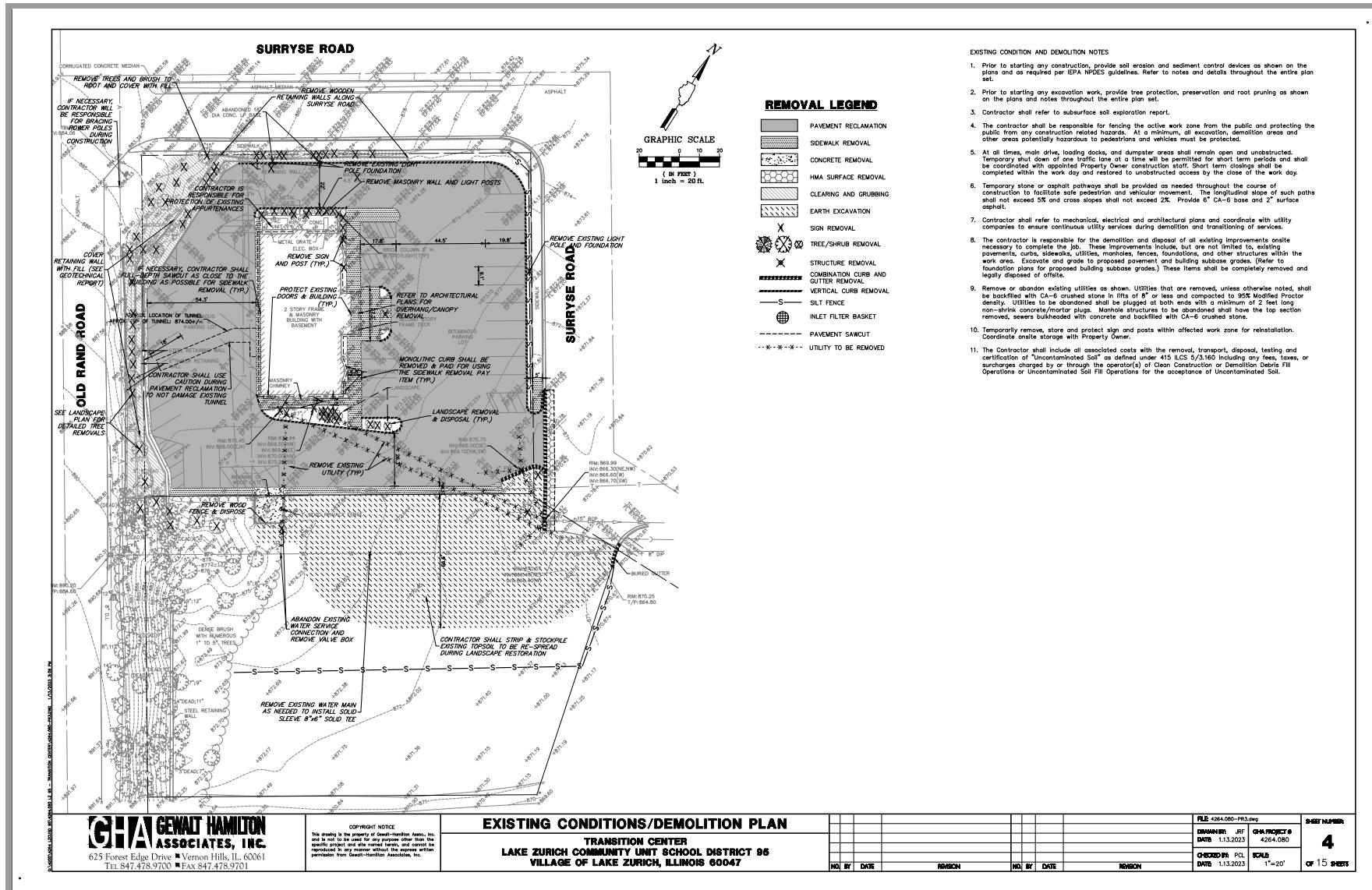
HOT-MIX ASPHALT MIXTURE REQUIREMENTS		
MIXTURE TYPE	AIR VOIDS	Ndnes
RECONSTRUCTION		
HOT-MIX ASPHALT SURFACE COURSE, MIX "D", IL-9.5, NS0, VARIES	3.5% @ 50 GYR	
HOT-MIX ASPHALT BINDER COURSE, IL-19.0, NS0, VARIES	3.5% @ 50 GYR	

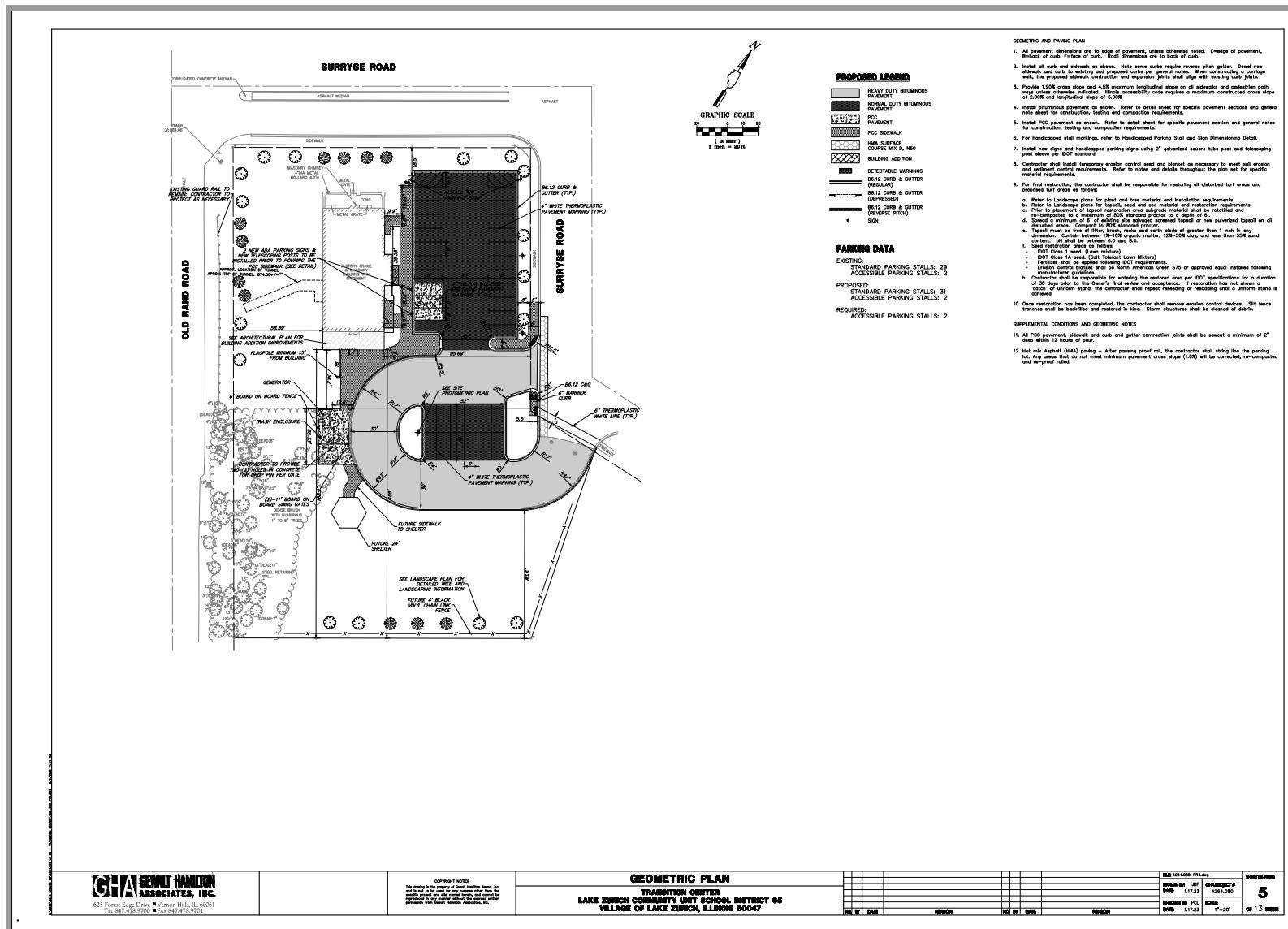
THE UNIT WEIGHT USED TO CALCULATE ALL HMA SURFACE MIXTURE QUANTITIES IS 112 LBS/50.YD.³

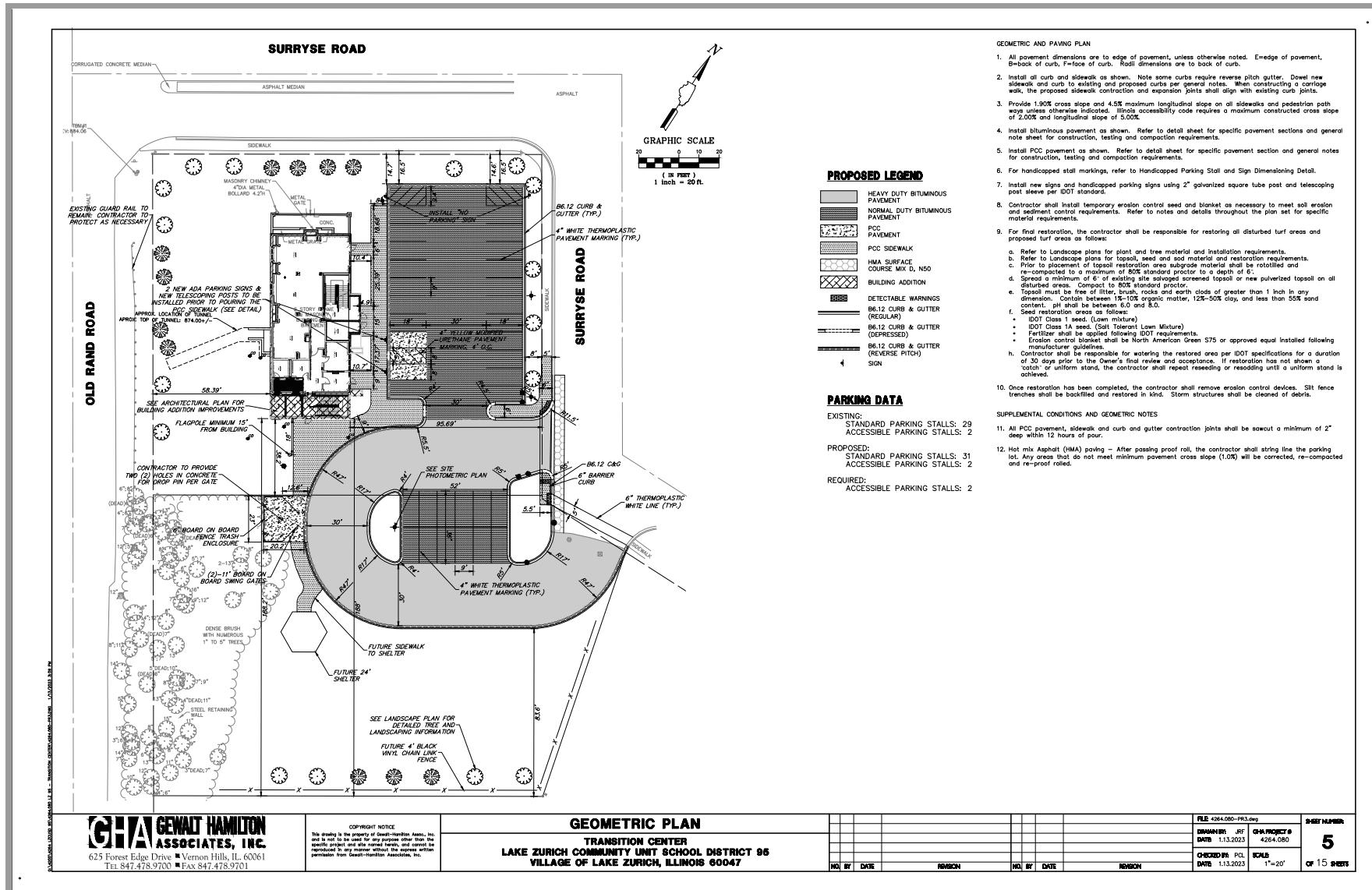
THE "AC TYPE" SHALL BE "PG 64-22" UNLESS MODIFIED BY DISTRICT ONE SPECIAL PROVISIONS.

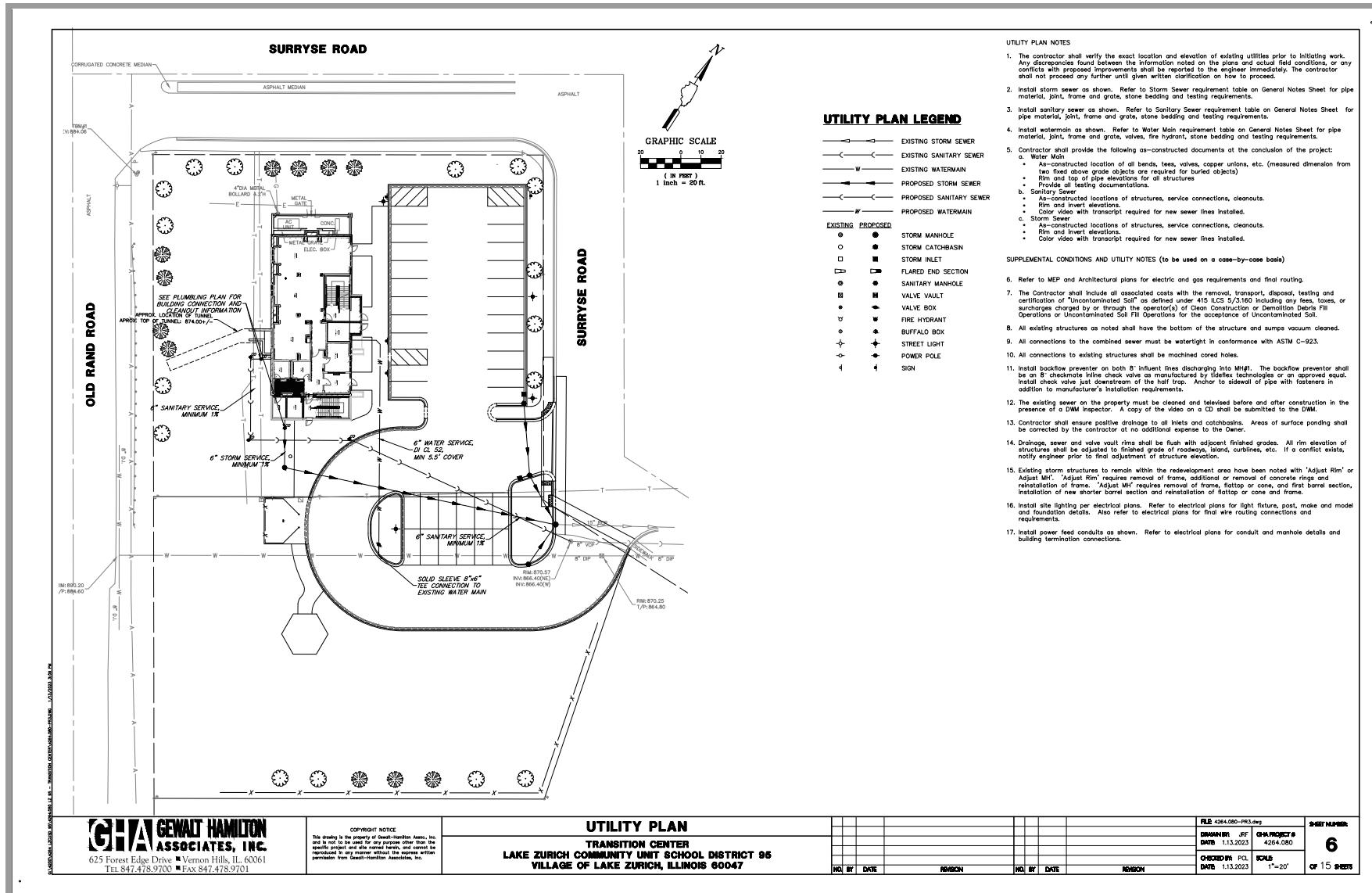
FOR USE OF RECYCLED MATERIALS SEE SPECIAL PROVISIONS.

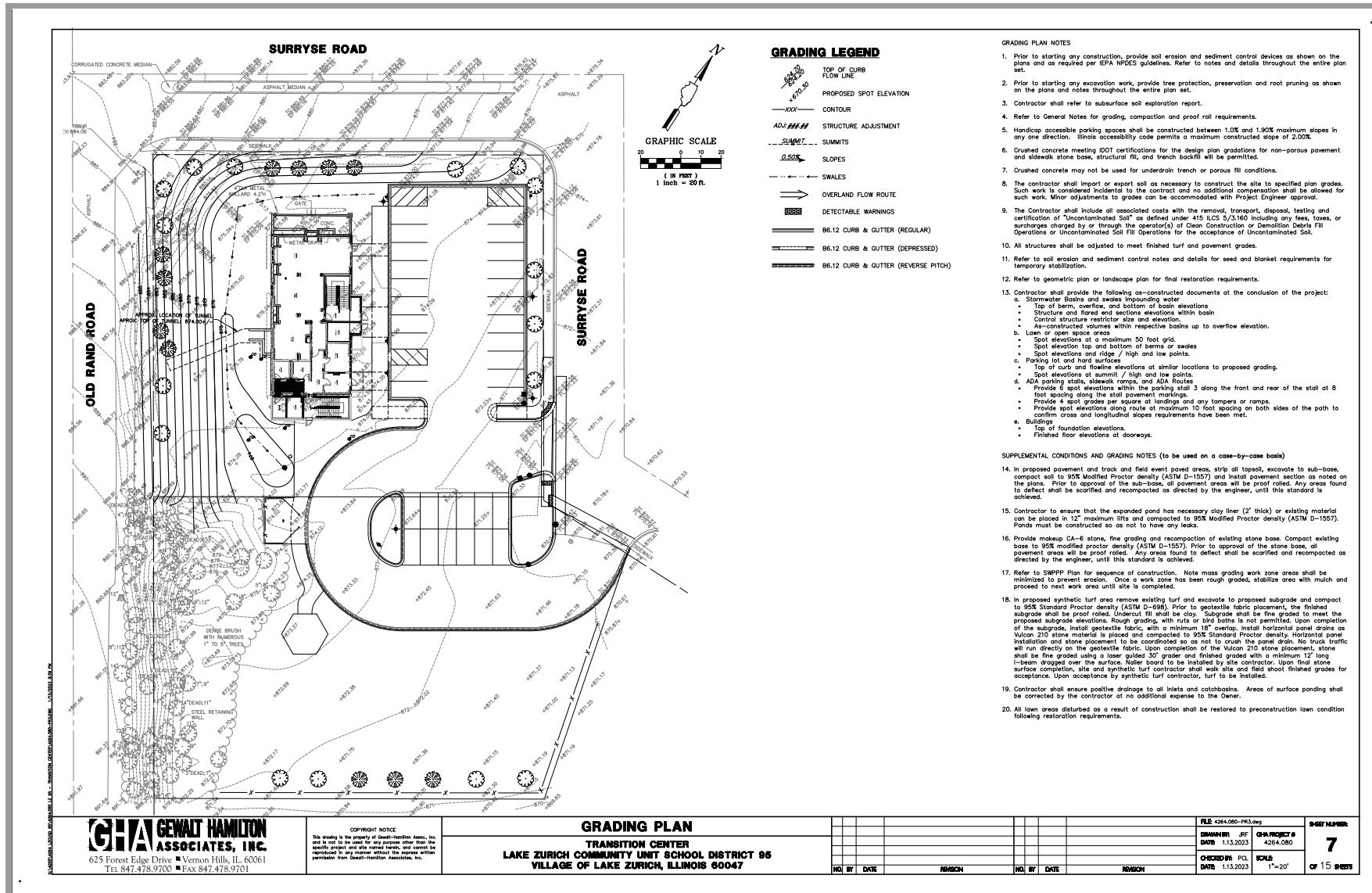
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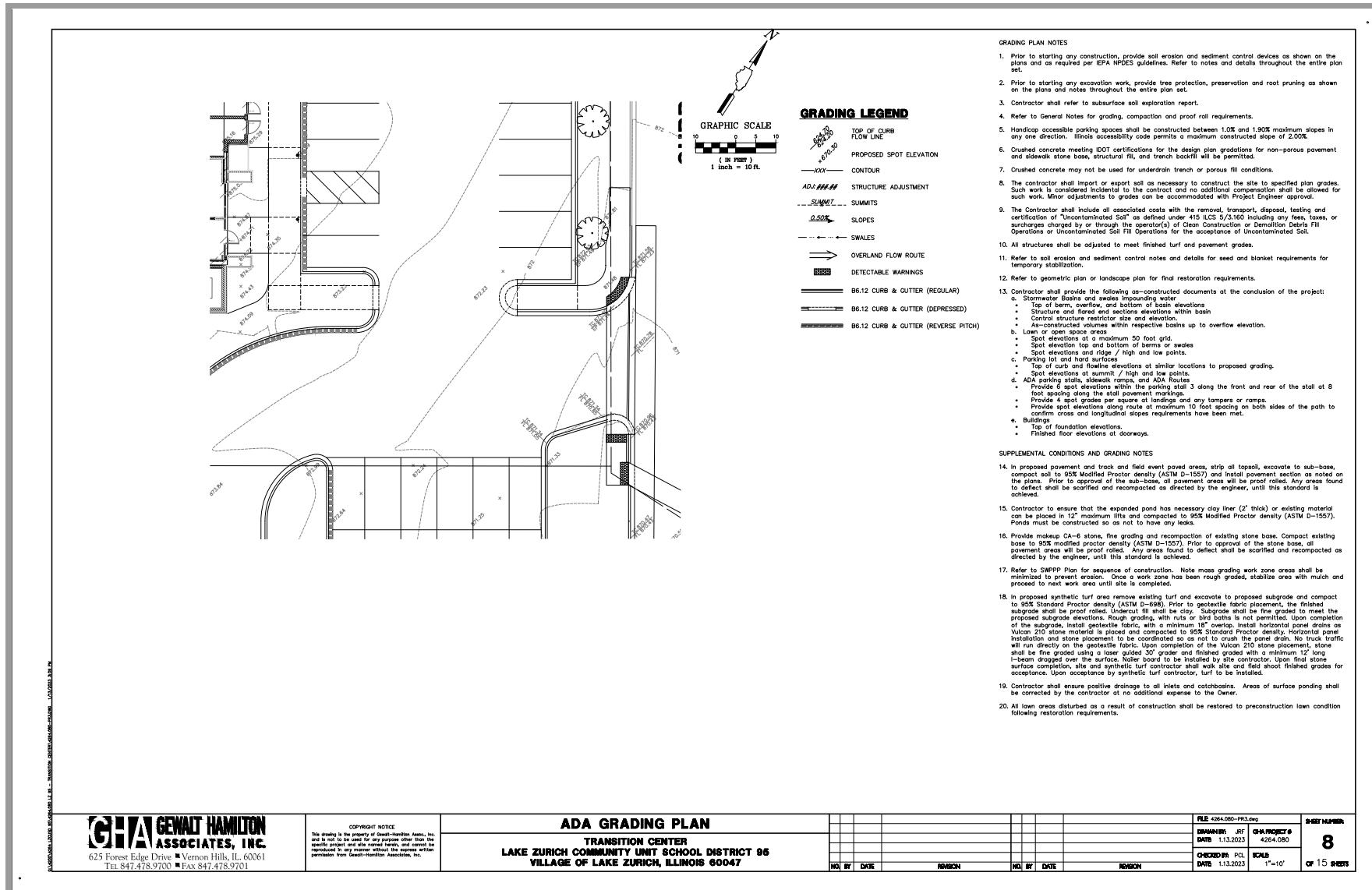


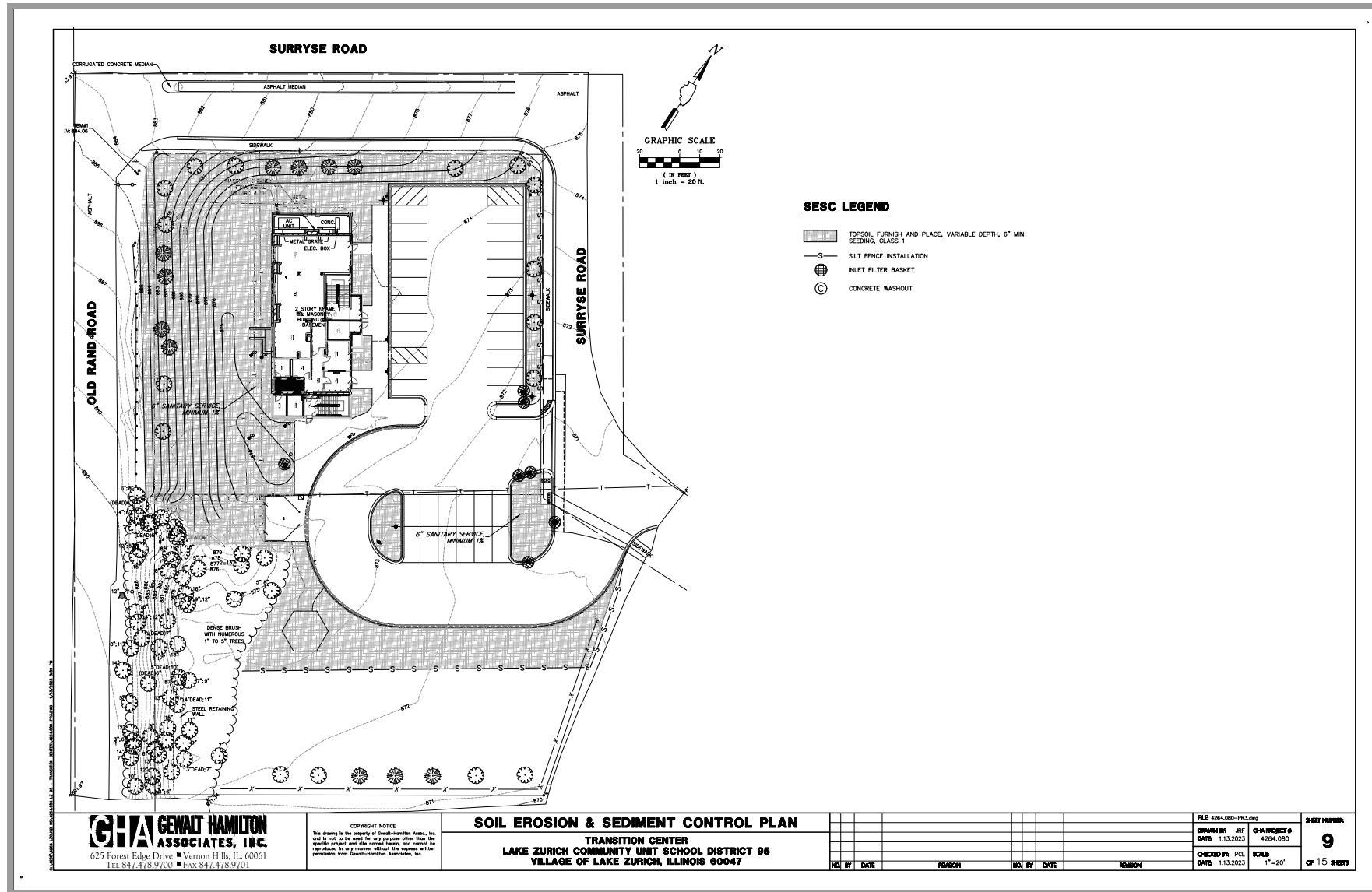


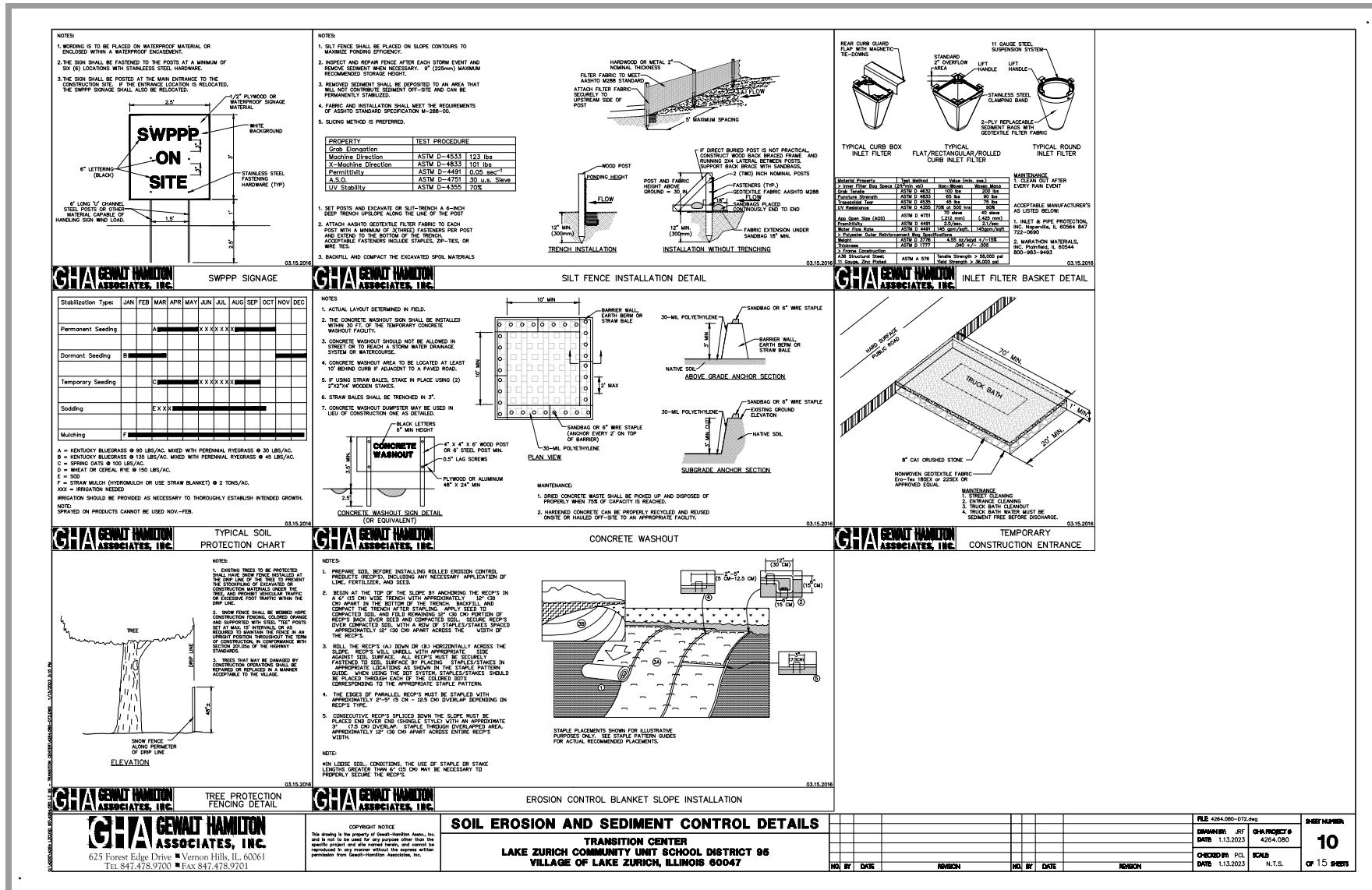


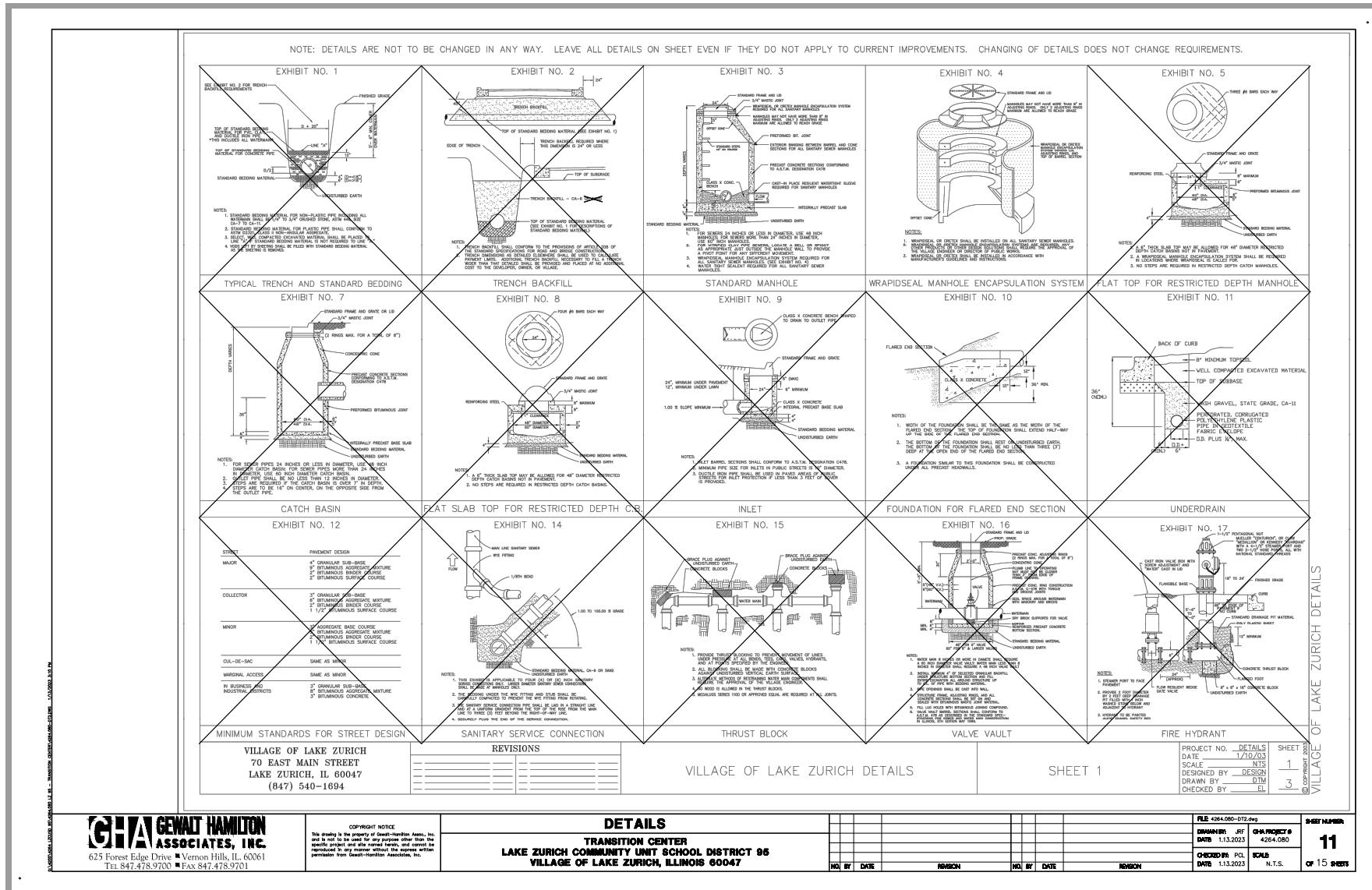


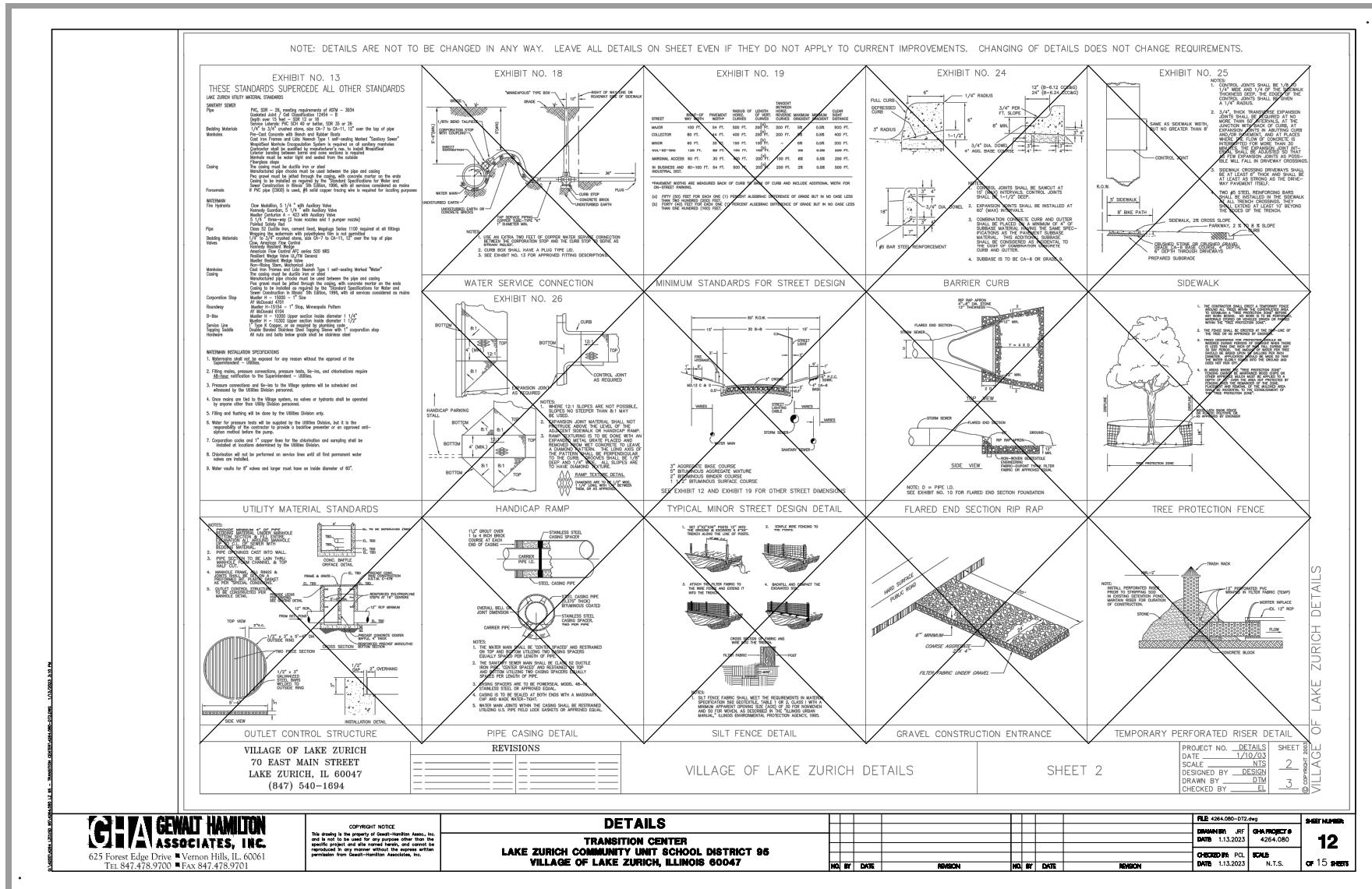


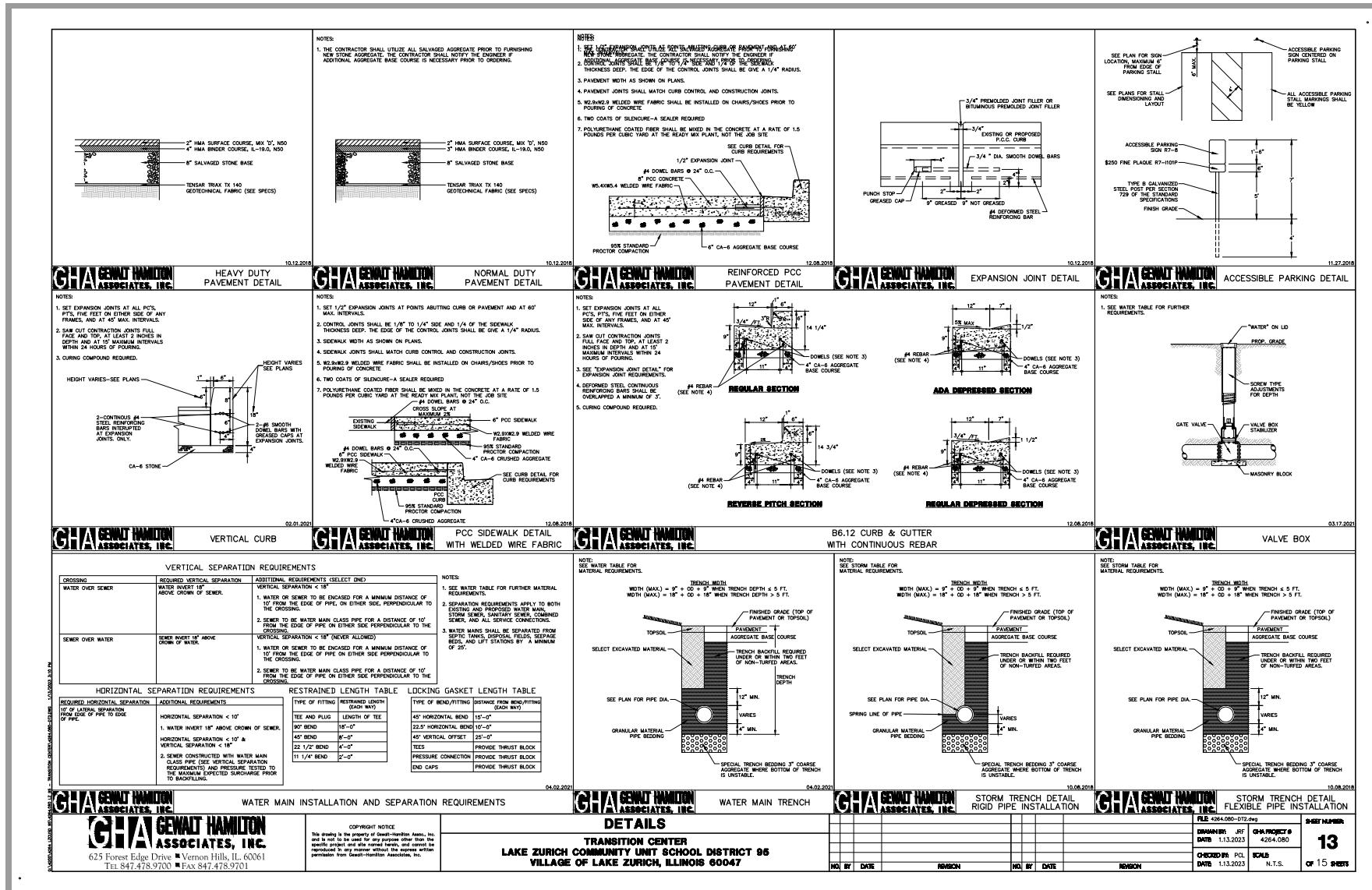


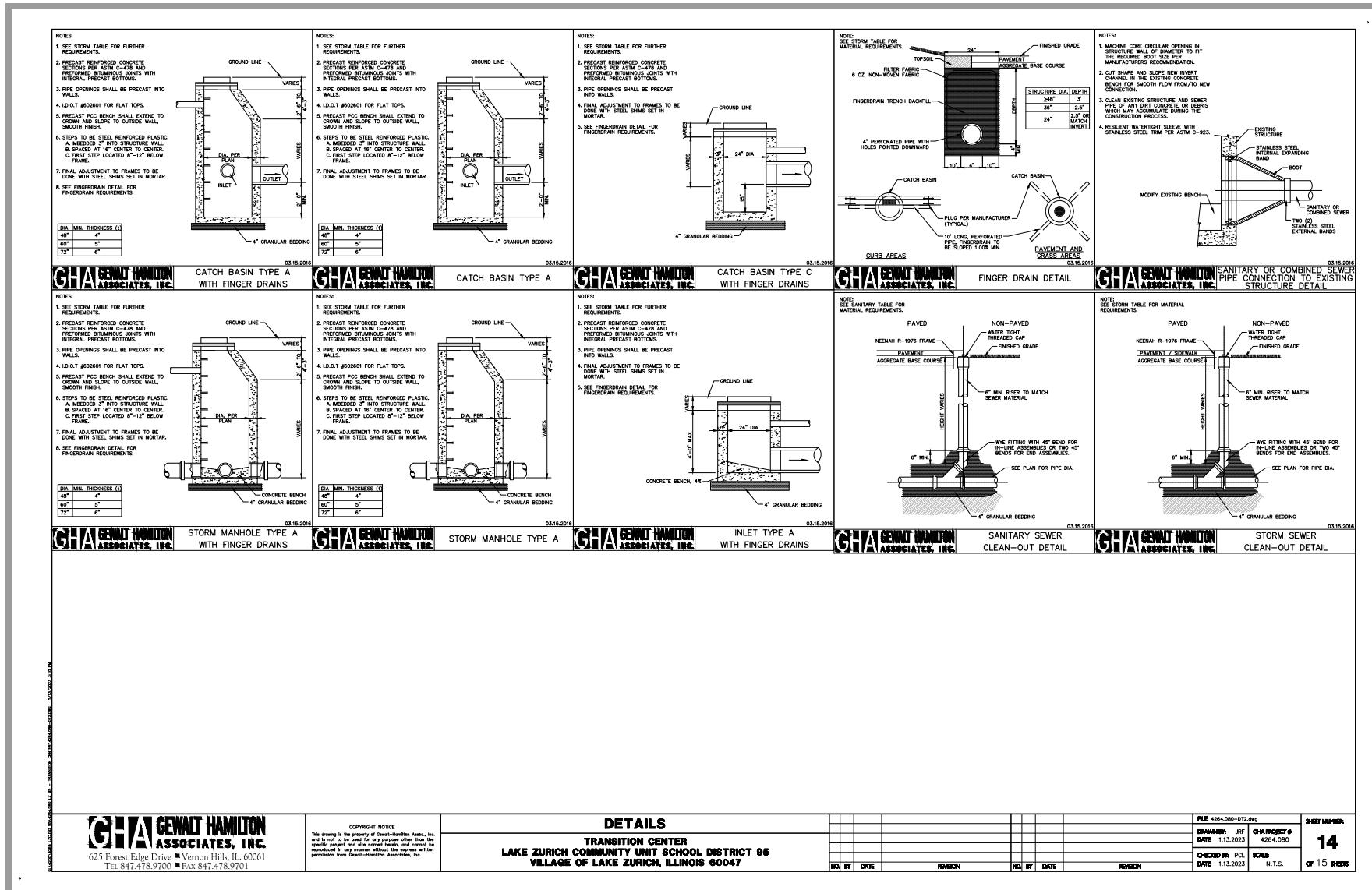


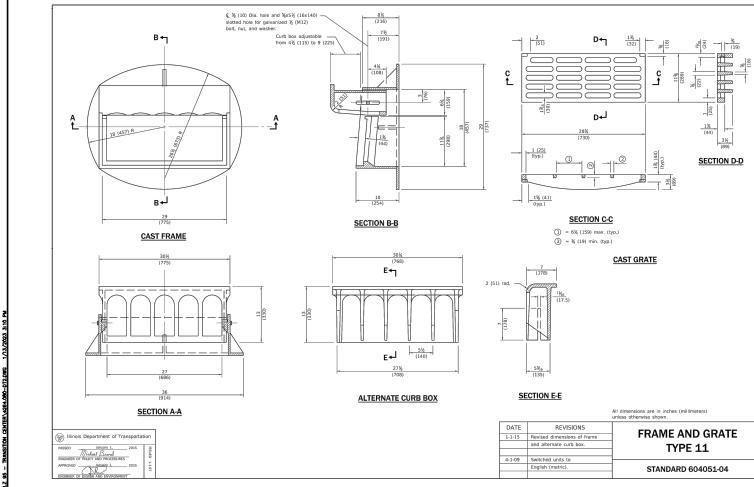
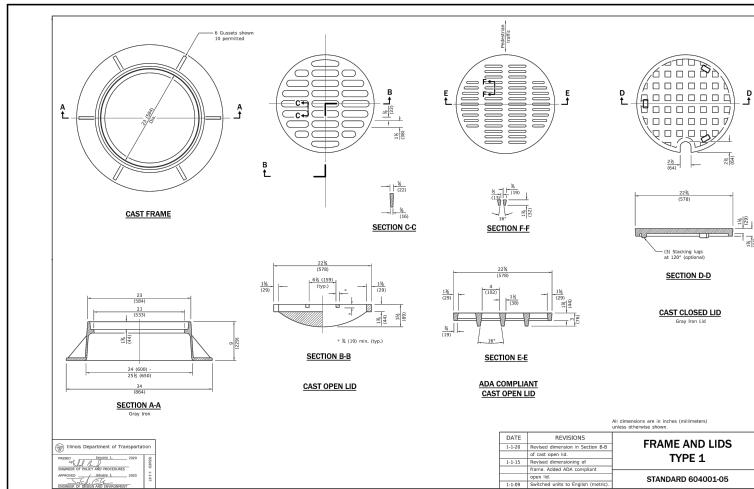










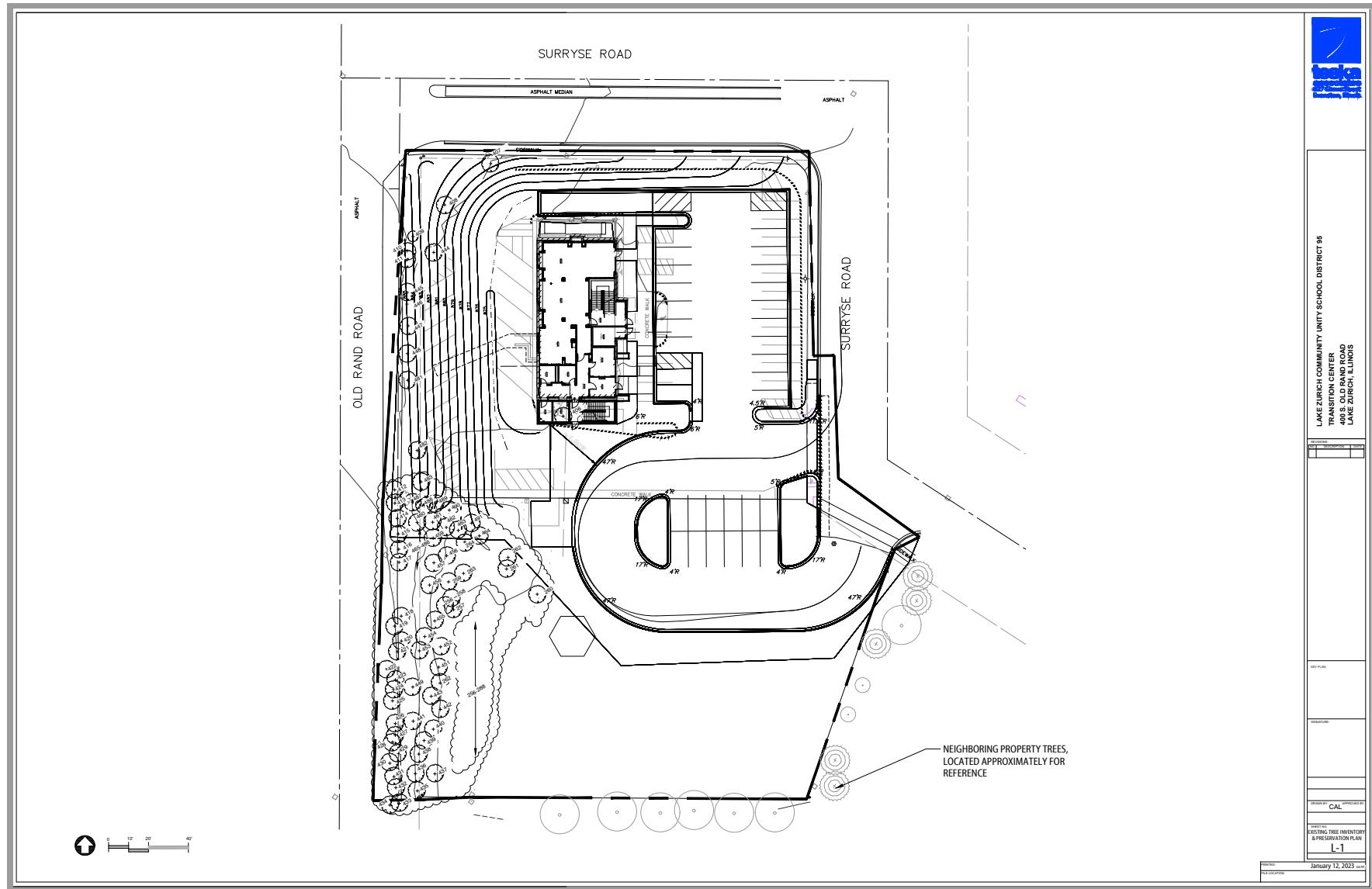


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DETAILS
TRANSITION CENTER
LAKE ZURICH COMMUNITY UNIT SCHOOL DISTRICT 95
VILLAGE OF LAKE ZURICH, ILLINOIS 60047

DETAILS

15
of 15 SHEET



Tag #	Genus species	Common name	Size	Condition rating	Notes
256	Acer platanoides	Norway maple	107' 0"	Good	
257	Fraxinus sp	Ash	4'	Dead	
258	Acer negundo	Sugar maple	107' 0"	Fair	
259	Populus deltoides	Cottonwood	22'	Good	
260	Alnus glutinosa	Tree of Heaven	17' 11"	Fair	
261	Acer negundo	Bowlster	10'	Poor	
262	Fraxinus sp	Common ash	49"	Fair	
263	Acer negundo	Sugar maple	113' 0"	Fair	
264	Robinia pseudoacacia	Black locust	9"	Good	
265	Acer saccharinum	Silver maple	6"	Fair	
266	Populus deltoides	Cottonwood	12"	Good	
267	Fraxinus sp	Ash	4"	Dead	
268	Fraxinus sp	Ash	8"	Dead	
269	Populus deltoides	Cottonwood	13' 0"	Good	
270	Fraxinus sp	Ash	4"	Dead	
271	Fraxinus sp	Ash	6"	Dead	
272	Acer negundo	Bowlster	4"	Dead	
273	Fraxinus sp	Ash	7"	Good	
274	Fraxinus sp	Ash	5"	Dead	
275	Acer saccharinum	Silver maple	57' 14"	Fair	
276	Populus tremuloides	Quaking aspen	17"	Dead	
277	Robinia pseudoacacia	Black locust	5"	Poor	
278	Robinia pseudoacacia	Black locust	50"	Poor	
279	Robinia pseudoacacia	Black locust	7"	Poor	
280	Alnus glutinosa	Tree of Heaven	4"	Good	
281	Alnus glutinosa	Tree of Heaven	107' 0"	Fair	
282	Alnus glutinosa	Tree of Heaven	5"	Good	
283	Populus deltoides	Cottonwood	17' 10"	Fair	
284	Robinia pseudoacacia	Black locust	6"	Fair	
285	Acer saccharinum	Silver maple	108' 0"	Fair	
286	Ulmus pumila	Siberian elm	30' 7 1/2"	Fair	
287	Fraxinus sp	Ash	4" 4"	Dead	Growing in to the utility wires
288	Fraxinus sp	Ash	6"	Dead	
406	Gleditsia triacanthos	Honey locust	18"	Good	Leans toward one of the trees Leans toward one parking lot to the right of the building
407	Diospyros virginiana	Rosy olive	14' 7 1/2"	Fair	Large trunk wound on one of the trees
408	Ulmus americana	American elm	12"	Good	Leans toward corner of building
409	Ulmus americana	American elm	4"	Good	Leans toward corner of building
410	Ulmus americana	American elm	11" 1/2"	Good	Growing in to the utility wires
411	Ulmus americana	American elm	9"	Good	Growing in to the utility wires
412	Ulmus pumila	Siberian elm	107' 0"	Fair	Tree compensated growing over guard rod for backhoe hit
413	Ulmus pumila	Siberian elm	6"	Dead	
414	Ulmus pumila	Siberian elm	8' 0"	Poor	Growing in to the utility wires
415	Ulmus pumila	Siberian elm	4"	Dead	Growing in to the utility wires
416	Acer platanoides	Norway maple	8"	Fair	Growing in to the utility wires
417	Acer pumila	Siberian elm	8"	Fair	Growing in to the utility wires
418	Acer saccharinum	Silver maple	10"	Poor	Tree has been topped for utility wire
419	Ulmus pumila	Siberian elm	34"	Fair	Growing in to the utility wires
420	Ulmus pumila	Siberian elm	6"	Fair	Growing in to the utility wires
421	Robinia pseudoacacia	Black locust	13"	Fair	Growing in to the utility wires
422	Robinia pseudoacacia	Black locust	14' 7 1/2"	Fair	Growing in to the utility wires
424	Acer negundo	Bowlster	6"	Fair	Tree has been topped for utility wire
425	Acer negundo	Bowlster	7"	Poor	Tree has been topped for utility wire
426	Robinia pseudoacacia	Black locust	14"	Fair	Growing in to the utility wires
427	Ulmus pumila	Siberian elm	9"	Dead	
428	Acer platanoides	Norway maple	6"	Fair	Growing in to the utility wires
429	Acer platanoides	Norway maple	8"	Fair	Tree has been topped for utility wire
430	Acer platanoides	Norway maple	8"	Poor	Tree has been topped for utility wire
431	Acer platanoides	Norway maple	4"	Poor	Tree has been topped for utility wire
432	Robinia pseudoacacia	Black locust	13"	Fair	Growing in to the utility wires
433	Robinia pseudoacacia	Black locust	2' 0"	Poor	Tree has been topped for utility wire
434	Robinia pseudoacacia	Black locust	13"	Fair	Growing in to the utility wires
435	Robinia pseudoacacia	Black locust	6"	Fair	Growing in to the utility wires
436	Robinia pseudoacacia	Black locust	6"	Dead	
437	Acer platanoides	Norway maple	8"	Fair	Growing in to the utility wires
438	Acer platanoides	Black locust	7"	Poor	Growing in to the utility wires
439	Acer negundo	Bowlster	11"	Poor	Tree is split in main trunk to ground
440	Rhamnus cathartica	Common buckthorn	4' 0"	Good	Growing in to the utility wires
441	Ulmus pumila	Siberian elm	12"	Good	
442	Ulmus pumila	Siberian elm	10"	Good	
443	Acer negundo	Bowlster	14"	Poor	Tree is split in main trunk to ground
444	Robinia pseudoacacia	Black locust	6"	Fair	
445	Melia sp.	Crape myrtle	14"	Good	*Adult tree form
446	Melia sp.	Crape myrtle	3"	Good	
447	Gleditsia triacanthos	Honey locust	6"	Good	
448	Acer saccharinum	Silver maple	6"	Fair	Evidence of the blight canker infection
450	Ulmus pumila	Siberian elm	12"	Dead	
451	Acer negundo	Bowlster	11"	Poor	
452	Acer negundo	Bowlster	6"	Fair	Severe lean
453	Acer negundo	Bowlster	6"	Dead	Large shrubbed
454	Acer platanoides	Norway maple	6"	Good	
455	Ulmus pumila	Siberian elm	12"	Poor	Tree is mostly dead
456	Ulmus pumila	Siberian elm	11"	Fair	
457	Acer platanoides	Norway maple	7"	Good	
458	Ulmus pumila	Siberian elm	10"	Fair	Tree is 1/2 dead



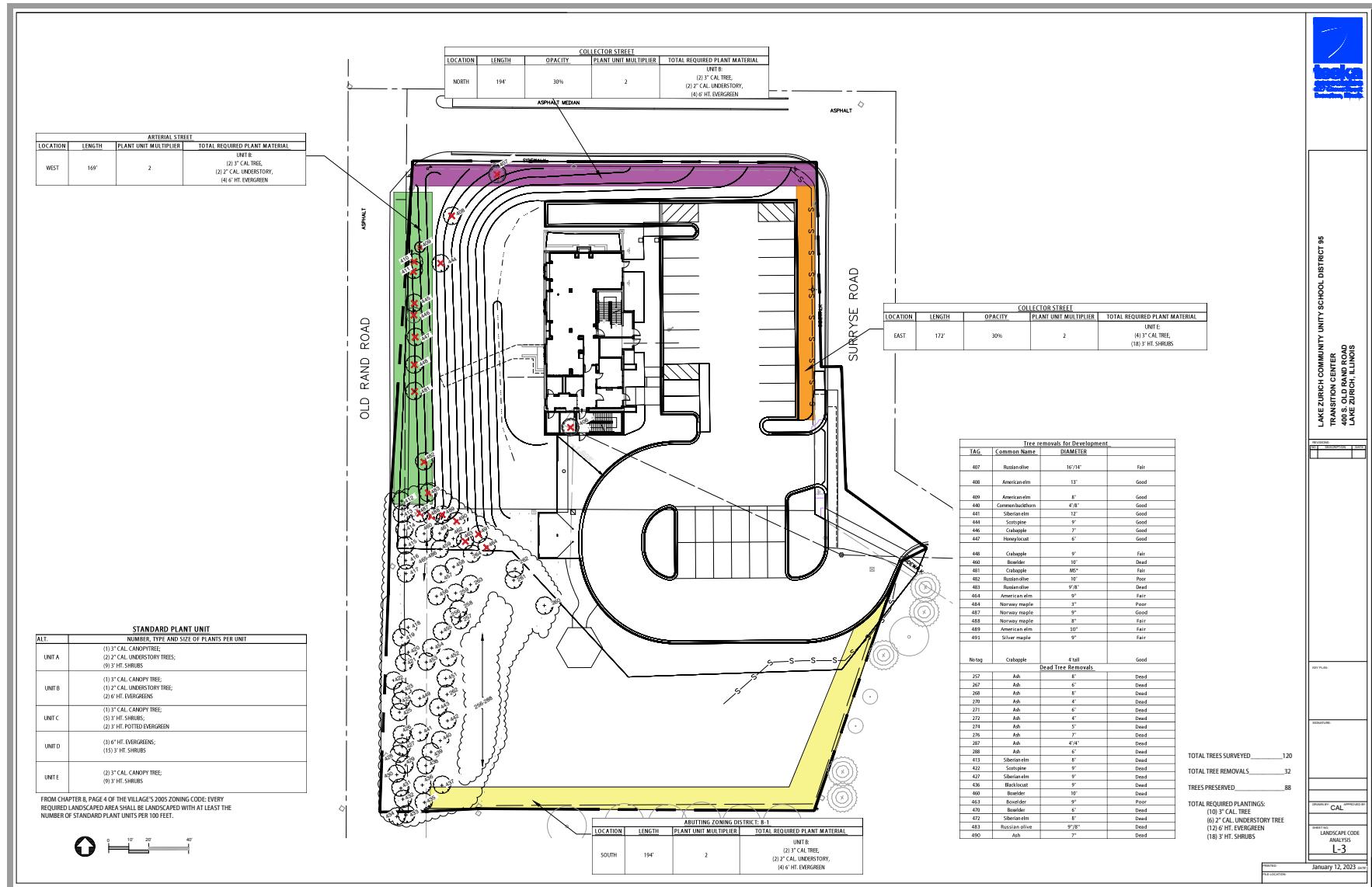
LAKE ZURICH COMMUNITY UNITY SCHOOL DISTRICT 95
TRANSITION CENTER
409 S. OLD RAND ROAD
LAKE ZURICH, ILLINOIS

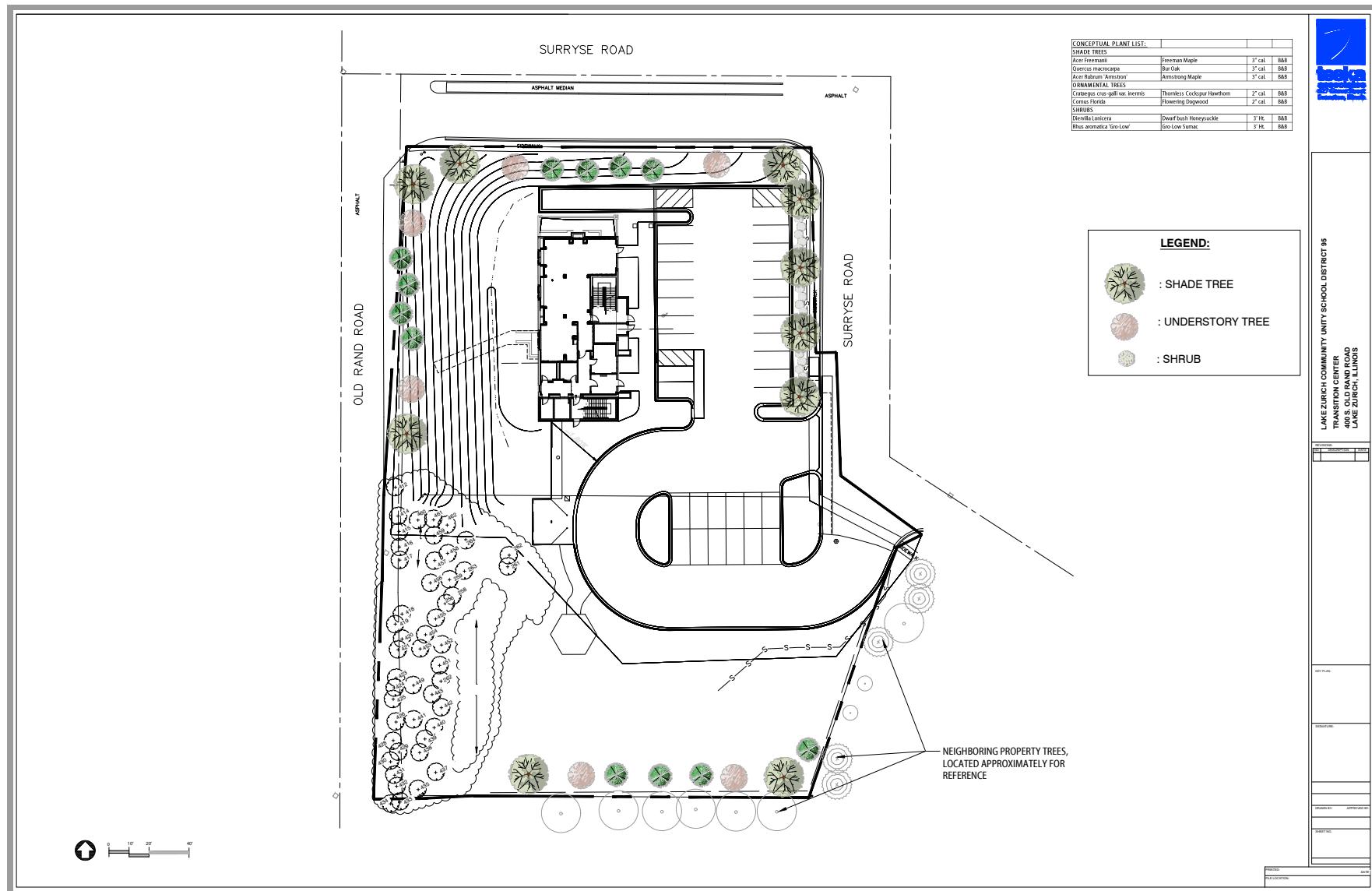
Condition Rating:	
Excellent=Tree is a specimen for the species	
Good=Tree is in good health and little to no care is needed	
Fair=Tree would benefit from care	
Poor=Tree is in decline and would require extensive care to be considered healthy and safe	
Dead=Tree is no longer living	

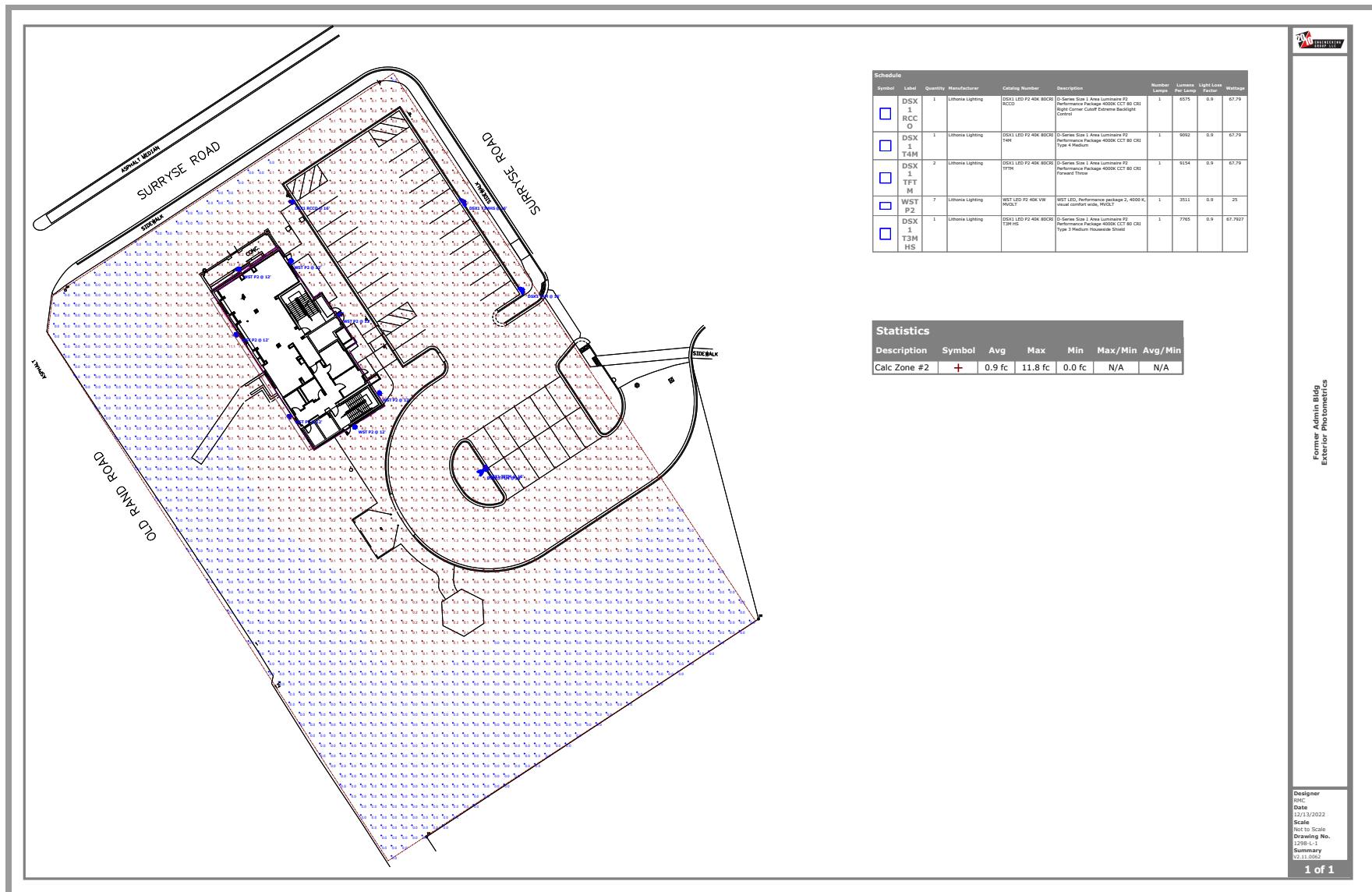
PRINTED: 1/12/2023

EXISTING TREE INVENTORY L-2

January 12, 2023 10:23









Proposed Renovation to the former SD95 Administration Building
400 S. Old Rand Road
Site Development Estimate of Probable Cost
January 13, 2023

Asphalt Paving	\$158,500
Site Concrete	\$123,500
Landscaping	\$97,500
Infill Retaining Wall	\$140,000
Site Utilities	\$110,000
Site Development Total:	\$629,500



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT
Building and Zoning Division

505 Telser Road
Lake Zurich, Illinois 60047

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

ZONING REVIEW

PROJECT: D-95 Transition Center

LOCATION: 400 S Old Rand Road

REVIEWED BY: Tim Verbeke

DATE: February 3, 2023

Zoning: IB Institutional Building
Requesting a rezoning from B-1 to IB

Minimum Yards Per Code for IB:

- Front and corner side (feet): 25 Feet
- Side (feet): 10 Feet
- Rear (feet): 25 Feet

Minimum Yards requested (Building Footprint will not change) Parking Lot setback listed below:

- Front and corner side (feet): Front: 13 Feet, Corner: 14.7 Feet
- Side (feet): 83.6 Feet
- Rear (feet): 58.39 Feet

The parking lot is an allowable encroachment into the setback due to the existing conditions.

Use: School D95 Educational Building. The Transition Program serves students with special education needs allowing them access to programming centered around employment preparation, education/training preparation, and independent living preparation.

Institutional Parking: **Required:** *1 for each 2 employees or 1 for each 15 students, whichever is greater: 25/2 = 13 spaces*
Proposed: 31 Spaces including 2 ADA Parking Space

Parking lot design is compliant. The turning radius will be approved by the fire department for compliance with Lake Zurich fire apparatus/emergency equipment.



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At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT
Building and Zoning Division

505 Telser Road
Lake Zurich, Illinois 60047

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LakeZurich.org

Lighting

The maximum Foot-Candles in the Institutional Building district is 0.50 foot-candles at the property boundary, and 10 foot-candles at any point on the property – with a maximum height of 20 feet. There are several areas on the photometric plan that exceed the maximum illumination of foot-candles. Along both Surryse Road frontages there are several areas that exceed the 0.50 foot-candle requirement.

Landscaping

There are three lot lines that are deficient in the landscape screening.

1. Northern property line along Surryse Road
 - a. Opacity should be 20%. With a length of 194' – required number of plant units is 3 (1.5 plant units per 100 feet x 2)
 - b. Add: 1 – 3" Cal Tree, 1 – 2" Cal Understory, 2 – 6' HT. Evergreens
2. Eastern property line along Surryse Road
 - a. Opacity should be 20%. With a length of 172' – required number of plant units is 3 (1.5 plant units per 100 feet x 2)
 - b. Add: 2 – 3" Cal Trees, 9 – 3' HT. Shrubs
3. Southern property line
 - a. Opacity should be 20%. With a length of 194' – required number of plant units is 3 (1.5 plant units per 100 feet x 2)
 - b. Add: 1 – 3" Cal Tree, 1 – 2" Cal Understory, 2 – 6' HT. Evergreens

Signage

No signage submitted. If including any monument signage or building signage, please submit those plans.



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At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

ACCESSION NUMBER

6F

MEMORANDUM

Date: February 27, 2023
To: Ray Keller, Village Manager *PK*
From: Kyle Kordell, Assistant to the Village Manager
Subject: **Disposal of Surplus Property**

Issue: Staff has identified various pieces of equipment that are not in working order, would require repairs in excess of present market value, or are obsolete. This equipment is therefore no longer useful and should be disposed of in accordance with Illinois Municipal Code 65 ILCS5/11-76.4

Analysis: The surplus equipment listed in Exhibit A has been stripped of any useful value, is of no further use to the Village and will be disposed of as indicated.

Recommendation: Staff recommends that the Village Board approve the Ordinance declaring the listed equipment no longer necessary.

w/Attachments: Ordinance Authorizing Disposal of Village Property

VILLAGE OF LAKE ZURICH
ORDINANCE NO. 2023-03-_____



**AN ORDINANCE AUTHORIZING DISPOSAL OF SURPLUS PROPERTY OWNED BY
 THE VILLAGE OF LAKE ZURICH**

WHEREAS, pursuant to 65 ILCS 5/11-76.4 and in the opinion of a simple majority of the corporate authorities holding office in the Village of Lake Zurich Lake County, Illinois, ("Village") it is no longer necessary, useful, or for the best interests of the Village to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of Lake Zurich to dispose of said personal property in the manner described in this Ordinance.

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

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

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described as follows in **Exhibit A** by this reference incorporated into this Ordinance (the "Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of Lake Zurich is hereby authorized to direct the sale or disposal of the property in the manner most appropriate to the Village consistent with 65 ILCS 5/11-76.4. The property shall be sold "as is."

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of March, 2023.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of March, 2023.

By:

Thomas Poynton, Village President

ATTEST:

 Kathleen Johnson, Village Clerk



EXHIBIT A
Disposal of Surplus Equipment
March 6, 2023

<u>Quantity</u>	<u>Description</u>	<u>Estimated Value</u>
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Fire Department:

8	Stearns Life jackets	\$0
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Police Department:

Public Works Department:

1- Goulds Water Technology Fire Pump	\$0
1- Home Hydrant Water Tank	\$0
1- 1992 LeRoi Air Compressor (92LeRoi)	\$100
1- 2000 Morbark Chipper (01CHIP)	\$500
1- 2000 Chevrolet 2500HD (010295)	\$1,000
1- 2005 International 7400 (050321)	\$1,000
1- 2012 Ford F550 (120339)	\$1,000
1- 2008 Ford F250 (080432)	\$1,000
1- 1988 Cat Generator (88CATGEN)	\$0
1- Whelen Strobe Light Bar	\$0
6- Motorola Radios	\$0

Parks and Rec Department:

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At the Heart of Community

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

AGENDA ITEM
66

MEMORANDUM

Date: March 6, 2023
To: Ray Keller, Village Manager *PK*
From: Bonnie Caputo, Recreation Director
Subject: **J&M Displays Fireworks Revised Contract 2023-2024**

Issue: The Fiscal Year 2023 budget includes \$40,000 for the Annual July 4th fireworks display over the lake.

Background: The Village of Lake Zurich's three-year firework contract was awarded in January of 2022 to J&M Displays (2022-2024) to provide the July 4th event displays for years 2022-2024 authorizing \$33,000 per year to the contractor.

After the 2022 July 4th event, representatives from J&M Displays reached out to the Village to discuss the contract and annual fee paid for the products/services. J&M informed the Village that due to unforeseeable price increases in their industry, particularly associated with the shipping and transporting of materials, they wanted to revisit the annual contract fee. J&M Displays stated that to continue to deliver the same quality of displays that Lake Zurich has had over the course of their contracts, they recommended a 20% increase of the annual fee.

J&M Displays did provide documentation from the American Pyrotechnics Association (APA) which sites the causes of the significant price increase that hit the fireworks industry in 2022. The FY23 July 4th budget, supported by the Hotel Motel Tax Fund, does include the 20% increase for an annual contracted fee of \$40,000.

Recommendation: A motion to approve the J&M Displays 2023 July 4th event invoice for the amount of \$40,000.00.

Attachments: J&M Displays Fireworks Revised Contract 2023-2024 Revised & APA Article

Roadcheck is a three-day commercial motor vehicle inspection and enforcement initiative. Commercial motor vehicle inspectors will conduct heightened inspections of commercial motor vehicles and drivers at weigh and inspection stations, on roving patrols, and at temporary inspection site.

Each year, CVSA focuses on a specific aspect of a roadside inspection. This year, the focus will be on wheel ends. Learn more about this year's focus by reviewing this CVSA flyer.

Make sure your CMV drivers are prepared to meet the criteria of a Level 1 inspection – a 37-point inspection covering critical item systems. Learn more about Road Check on the CVSA website.

Industry Braces for a Challenging Season

Small businesses across the nation are experiencing the uncertainty of the economy due to ongoing supply chain challenges and a surge in inflation. From consumer product retailers, to manufacturers, to fireworks display companies and live special effects entertainment, our various industry segments have all been impacted.

In October 2021, the Consumer Price Index, which tracks the prices consumers pay for goods and services, rose by the highest amount since 1990. Other measures of inflation show prices rising at the highest rate in 13 years. In a fourth quarter survey conducted by CNBC, 74% of small business owners said that were experiencing rising costs of supplies and 47% of those businesses were passing those costs on to their customers with another 32% indicating that they will have to raise prices soon if inflation persists.

While the fireworks industry proved to be recession resistant in the late 2000's, will the industry be able to weather the supply chain disruptions and surge in inflation?

Some of the areas where inflation has hit the fireworks industry include:

- The rising cost of supplies and raw materials has risen conservatively at approximately 20%, increasing the cost of producing safe, high-quality pyrotechnic products.
- Shipping costs have risen dramatically since 2019 from \$8,000-10,000 per shipping container to approximately \$45,000 per container which impacts the overall cost of the product by roughly 50%.
- Insurance has significantly increased during the past year including product liability, auto, truck, and hazardous materials insurance.
- Transportation costs have dramatically increased as well. Gas prices are the highest since 2015, almost doubling from just over a year ago for diesel fuel. This especially impacts truckers transporting containers from ports to warehouses as well as affecting the very high cost of tugboat fees for moving barges which consume 100-200 gallons per hour inside ports and up to 500 gallons consumed per hour when pushing a barge against a current.
- Operational costs, including labor, have increased as well.
- Domestic shipping/rental rates have skyrocketed. Truck and auto rental prices have nearly doubled from just a year ago, due to limited supply combined with high demand, especially in the early summer. Due to the supply chain crisis, the fireworks industry is competing with corporations like FedEx and Amazon to meet the high seasonal demands associated with Independence Day and other summer festivals, with limited rental

companies and an increased demand. Just like empty car dealership lots due to lack of computer chips, truck rental companies also are dealing with a 4 to 6 month backlog waiting for cargo boxes to be mounted on truck chassis.

The entire fireworks industry is faced with these challenges and overall costs are up 35%+ across the fireworks industry.

As the industry prepares for unprecedented demand and a post-pandemic full recovery in Independence Day celebrations, will it be able to weather the ongoing supply chain crisis and the economic impact of rising costs and inflation?

APA Std. 87-1 Revision Process

The 2018 APA Standards 87-1A, B, and C are currently being reviewed by APA's Standards Committee and they have begun a formal revision process. The 2018 Standards became effective in 2020 and now manufacturers and industry members have had an opportunity to utilize the new Standards and discover errors or omissions as well the need to address new products and chemicals.

By this notice, APA is seeking comments and suggested revisions to the APA Standards by members of the industry and general public. Please submit your comments or suggested revisions, including additional chemicals for consideration on the permissible chemicals list, by email to APA Executive Director, Julie Heckman at jheckman@americanpyro.com by April 30, 2022.

APA Seeks Renewal of HOS & ELD Exemption

On March 30, 2022, APA formally filed a request with the Federal Motor Carrier Safety Administration (FMCSA) to renew its exemptions for fireworks display carriers from the 14-hour Hours of Service (HOS) and the Electronic Logging Device (ELD) rule during the 11-day period surrounding the Independence Day holiday. In 2021, the exemptions were renewed for only a one-year period and the Agency then conducted a safety audit on 58 of 60 APA member company exemption participants.

In our request for a 5-year renewal of the exemptions, APA emphasized that the results of the safety audit presented to us during the Winter Education Conference were extremely skewed because the 2021 Independence Day holiday was not representative of the volume of community celebrations typically performed by the industry. Last year, only 60% of the nation's community Fourth of July celebrations resumed and most of the large community displays did not take place. APA further emphasized that the random selection of driver files requested during the audit did not focus on the drivers who actually operated under the exemptions. Accordingly, the audit sampling did not accurately reflect the utilization of the exemptions by our industry members.

We are hopeful that the Agency will issue the HOS & ELD exemptions for a 5-year period. However, participants need to keep in mind that the exemption notice is typically published

**VILLAGE OF LAKE ZURICH
PARKS AND RECREATION DEPARTMENT
Contract for Display at Annual Independence Day Celebration
For the Years 2023 & 2024**

SCOPE OF WORK

The Village of Lake Zurich (the “Village”) has holds an annual fireworks display on Independence Day (the “Fireworks Display”). The Village has chosen J&M Displays, Inc. (the “Provider”) to provide the Fireworks Display, for the years 2023 and 2024.

PART 1 – GENERAL PROVISIONS

1.1 COST

The Provider shall provide all services and equipment as described in this contract for the total sum of \$40,000.00 for each yearly display, with \$20,000.00 payable at the commencement of work on each respective year, and the balance for that year due and owing upon receipt of an invoice for that year’s Fireworks Display, pursuant to the terms of the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

1.2 ADMINISTRATION AND ADDITIONAL WORK

This contract will be under the direct administration of the Village’s Recreation Director or authorized representatives. Any alterations or modifications of the work performed under this contract shall be made only by written agreement between the Provider and the Recreation Director and shall be made prior to commencement of the altered or modified work. No claims for any extra work or materials shall be allowed unless authorized by further written agreement.

1.3 PERFORMANCE OF FIREWORKS DISPLAY

The 2023 and 2024 Firework Displays are to commence on July 4 of each year, weather permitting. The Provider agrees to perform the Fireworks Display on alternative “rain-dates” for these respective years, at no additional charge. These dates are as follows:

Friday, July 7, 2023
Friday, July 5, 2024

The Provider shall also provide a secondary rain-date in the even that the Fireworks Display does not occur on the primary rain-date. These dates are as follows:

Saturday, July 15, 2023
Saturday, July 13, 2024

In the event that neither the primary or secondary rain date are suitable for commencement of the Fireworks Display, the Provider agrees to provide the Fireworks Display for the Village at a mutually agreed upon alternate date, within one (1) month of the original display date.

The determination to cancel the Fireworks Display because of inclement or unsafe weather, or other unforeseen event of Act of God, shall be the decision of the Village’s Recreation Director, the

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Village's Fire Chief, and the Provider, and the Fire Chief shall have final authority to make the determination.

The Provider shall provide test shells to be fired during the day of the event. All pyrotechnics shall be electronically activated.

The Provider shall be responsible for providing, delivering, set-up and removal of a barge to facilitate the Fireworks Display on Lake Zurich ("the Lake"). The Provider agrees to furnish, set-up and fire all of the fireworks, as described in *Exhibit A* to this Contract (Fireworks RFP Contract Proposal). The Provider shall deliver to the Village an updated Fireworks Specification Sheet by January 1st of each year of this contract, for the Village's review.

The Provider shall also be responsible for the cost associated with placing the barge into, and removing it from the Lake, delivering the barge to the mutually agreed upon location in the Lake on July 4th, prior to the Fireworks Display, and retrieving the barge to be cleaned and removed from the lake at the end of the Fireworks Display. The Village of Lake Zurich will assist with the placement and removal of the barges at no cost to the Provider. Provider's representatives must arrive at the designated location to meet Village Fire Prevention Bureau (FPB) personnel to store/launch the barge, no later than 10:00 a.m. on the date of the Fireworks Display for set-up or such time as needed to properly prepare for the Fireworks Display to commence at complete darkness that evening.

The Provider shall be responsible for clean up of the firing area immediately following the completion of the Fireworks Display. Failure to do so shall cause the Village to clean up the site and to deduct a reasonable sum from the fee for the interruption of Village service and all other costs resulting from the clean-up effort.

The Village of Lake Zurich Fire Department has the authority and responsibility to insure the safe conduct of this event and in decisions of safe conduct, the Fire Department's decision is final.

Representative of the Provider shall meet with representatives of the Village of Lake Zurich's Fire Department and Park & Recreation Department before June 1 annually to review the firing site and to be apprised of any special regulation(s) imposed by the Village or the Fire Department.

Only certified pyrotechnicians shall be authorized to fire shells. Written documentation of the credentials of all pyrotechnicians must be provided to the Village forty-five (45) days prior to the display. All pyrotechnicians and assistants must be registered with the Illinois Office of the State Fire Marshall (OSFM), and present on the OSFM website a minimum of two (2) weeks before the scheduled shoot. If these individuals' names are not on the list, they will not be allowed on the firing site. Proof of all pyrotechnicians and assistants' registration with the American Pyrotechnics Association (APA) must be on file with the Village of Lake Zurich prior to the display. All fireworks must be suitable for shooting into a lake, meeting Illinois Department of Natural Resources (IDNR) regulations, and be biodegradable. Proof of compliance will be required.

1.4 PROTECTION OF PUBLIC AND PRIVATE PROPERTY

The Provider shall exercise all necessary caution to protect pedestrian traffic and to protect all public and private property from injury or damage caused by the operations of the Provider, during setup, cleanup, and execution of the Fireworks Display. Any practice obviously hazardous in the

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opinion of the Recreation Director shall be immediately discontinued by the Provider upon receipt of either written or oral notice to discontinue such practice.

Should the Provider or his representatives damage property of the Village or that of other persons, the repair or replacement shall be the sole responsibility of the Provider. Any such repair work shall be completed under the direction of the Village.

1.5 GENERAL OBSERVANCE OF LAWS, ORDINANCES AND REGULATIONS

The Provider at all times during the term of this contract shall observe and abide by all Federal, State, and local laws which in any way affect the conduct of the work and shall comply with all decrees and order of courts of competent jurisdiction.

The Provider shall comply fully and completely with any and all applicable State and Federal statutes, rules and regulations as they relate with hiring, wages, and any other applicable conditions of employment as further detailed in these specifications, including but not limited to Title 7 of the Civil Rights Act of 1964, the Immigration Reform and Control Act, the Illinois Drug-Free Workplace Act, Article 33E of the Illinois Criminal Code of 1961 and the Illinois Human Rights Act (775 ILCS 5/1-101, et seq.).

The Provider shall comply with all OSHA, IDOL, and other Federal and State safety standards applicable to the handling and discharge of pyrotechnic devices. The Provider/Provider must abide by the following rules/regulations/codes: International Fire Prevention Code 2006, Chapter 33; National Fire Protection Association (NFPA) 1123 (2014 edition)-Code or Fireworks Display; NFPA 1126 2011 edition); Standards for the Use of Pyrotechnics Before a Proximate Audience; Fireworks Use Act (425 ILCS 35); Pyrotechnic Distributor and Operator Licensing Act (225 ILCS 227) as well as all applicable local code amendments.

1.6 ILLINOIS LAWS

With regard to the Illinois Human Rights Act, Provider hereby agrees that this Contract shall be performed in compliance with all requirements of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and that the Provider and its Subcontractors shall not engage in any prohibited form of discrimination in employment as defined in that Act and shall maintain a sexual harassment policy as the Act requires.

The Provider shall maintain, and require that its Subcontractors maintain, policies of equal employment opportunity which shall prohibit discrimination against any employee or applicant for employment on the basis of race, religion, color, sex, national origin, ancestry, citizenship status, age, marital status, physical or mental disability unrelated to the individual's ability to perform the essential functions of the job, association with a person with a disability, or unfavorable discharge from military service. Provider and all Subcontractors shall comply with all requirements of the Act and of the Rules of the Illinois Department of Human Rights with regard to posting information on employees' rights under the Act.

Sexual Harassment Policy:

Pursuant to Section 2-105 (A)(4) of the Illinois Human Rights Act, the Provider and each subcontractor shall adopt and maintain written sexual harassment policies that shall include, at a minimum, the following information:

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- (1) the illegality of sexual harassment;
- (2) the definition of sexual harassment under state law;
- (3) a description of sexual harassment, utilizing examples;
- (4) the Provider/subcontractor's internal complaint process, including penalties;
- (5) the legal recourse, investigative and complaint process available through the Department and Commission (of Human Rights);
- (6) directions on how to contact the Department and the Commission; and
- (7) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act.

A copy of these policies shall be provided to the Village on request.

With regard to Article 33E of the Criminal Code of 1961, Provider certifies that it is not barred for bidding or entering into this Contract as a violation of either the bid rigging or bid rotating prior thereto. Provider also certifies that it is not delinquent in any taxes to the Illinois Department of Revenue.

CERTIFICATION UNDER 720 ILCS 5/33E-11

I, _____ (name), certify that I am employed as the _____ (title) of _____ (company), a bidder for the prime contract for the work described in the bid to which this certificate is attached, and I hereby certify that I am authorized to make this certificate and that I have personal knowledge of the matters certified to herein, and that the company named above is not barred from contracting with any unit of state or local government as a result of a violation of either Section 33E-3 or 33E-4 of Article 33E of the Illinois Criminal Code of 1961.

(name & title)

(company)

With regard to the Illinois Drug-Free Workplace Act, Provider, having 25 or more employees, certifies that it shall provide a drug-free workplace for all employees engaged in the performance of the work under the Contract by complying with the requirements of the Illinois Drug-Free Workplace Act and, further certifies, that it is not ineligible for award of this Contract by reasons of debarment for a violation of the Illinois Drug-Free Workplace Act.

The Provider agrees to pay its employees, if any, all rightful salaries, medical benefits, pensions and social security benefits pursuant to applicable labor agreements and federal and state statutes, and the Provider further agrees to make all required withholdings and deposits therefor. Such requirements shall be included by the Provider in all its contracts and agreements with subcontractors for the work performed under this Contract. The parties agree that the most recent of such state and federal requirements will govern the administration of this Contract at any particular time. Likewise, new state and federal laws, regulations, policies and administrative practices may

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be established after the date the Contract has been executed and may apply to this Contract. The Provider agrees to maintain full compliance with changing government requirements that govern or apply to its operation. Any complaint of such discrimination received by the Provider shall be immediately forwarded to the Village.

1.7 FEDERAL LAWS

With regard to the Immigration Reform and Control Act, Provider may not knowingly obtain the labor or services of an unauthorized alien. The Provider, not the Village, must verify eligibility for employment as required by the Immigration Reform and Control Act.

The Provider shall comply with the Americans with Disabilities Act.

Provider and all Subcontractors shall place appropriate statements identifying their companies as equal opportunity employers in all advertisements for workers to be employed in work to be performed under this Contract. Provider hereby certifies that it is in compliance with and is an "equal opportunity employer" as defined by the provisions of Section 2000(e) of Chapter 21, Title 42 of the United States Code and Federal Executive Order No. 11246 as amended by Executive Order No. 11375 which are incorporated herein by reference.

1.8 CHANGE IN LAWS

The Provider shall immediately notify the Village of any change in conditions or change in federal, state, county or local laws, or of any other event, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Contract.

1.9 LICENSES AND PERMITS

The Provider shall, at his/her expense, procure all necessary licenses and permits needed to conduct the work required under the terms of this contract. The Village will waive the cost of all required licenses and fees required by the Provider to complete the work included in the terms of this contract, with the exception of those fees associated with securing a business license to conduct business within the Village.

1.10 SUBCONTRACTS

The Provider will not be allowed to subcontract work under this contract unless written approval is granted by the Recreation Director. Any such Subcontractor, as approved, shall be bound by the conditions of this contract between the Village and the Provider, including all specifications provided by the Provider for completion of the work. All required notices, work orders, directives, and requests for emergency services will be directed to the Provider. All directions given to the Subcontractor in the field shall bind the Provider as if the notice had been given directly to the Provider by the Village.

1.11 SEPARABILITY

If any portion of this contract is found to be unenforceable by a competent court of law having jurisdiction, the remaining portions of the contract shall remain in full force and effect.

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1.12 LEGAL RESPONSIBILITY AND INSURANCE

A. **Additional Insured**

The Provider shall furnish one (1) copy of a Certificate of Insurance issued by an insurance carrier having at least an "A" rating as defined in the Best Key Rating Guide for coverage's required, with the Village of Lake Zurich named as additional insureds for coverage, other than Worker's Compensation and Employer's Liability coverage. This Certificate of Insurance shall reflect the actual amount of insurance in force. It should not reflect only the minimum insurance requirements required by the bid specification related to this contract.

B. **Accident Notification**

In the event of accidents of any kind which involve the general public and/or private or public property in the performance of the services covered in this contract, the Provider shall immediately notify the Recreation Director and shall provide a full accounting of all details of the accident. The Provider shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Provider shall also notify the Recreation Director immediately of any litigation threatened or commenced against the Provider as a result of the services provided under this contract.

In the event of accidents of any kind which involve the general public and/or private or public property in any other venue, the Provider shall immediately notify the Recreation Director and shall provide a full accounting of all details of the accident. The Provider shall furnish the Village with copies of all reports of such accidents at the same time that the reports are forwarded to any other interested parties. The Provider shall also notify the Recreation Director immediately of any litigation threatened or commenced against the Provider as a result of the services provided by the Provider in any venue other than under this contract.

C. **Indemnity Agreement**

The Provider shall indemnify and save harmless the Village and its officers and employees from any and all liability, losses or damages, including attorney's fees and costs of defense, that the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including worker's compensation claims, in any way resulting from or arising out of the operations of Provider under this contract, including operations of Subcontractor; and the Provider shall, at its own expense, appear, defend and pay all charges of attorneys and all costs and other expenses arising therefrom or incurred in connection therewith; and, if any judgments shall be rendered against the Village in any such act, the Provider shall, at its own expense, satisfy and discharge same. Provider expressly understands and agrees that any performance and or insurance protection required by the contract, or otherwise provided by Provider, shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the Village as herein provided.

In the event of any conflict between the language of the insurance policy(s) and the above-recited indemnity agreement, the indemnity agreement shall govern.

The Village shall not be deemed to waive any claim or right to assert a claim by making any payment hereunder.

D. Policy Cancellation/Change Notice

The Provider shall furnish a certified copy of the policy(s) to the Village upon request. The policy(s) shall provide, in the event the insurance should be changed or canceled, such change or cancellation shall not be effective until thirty (30) days after the Village has received written notice from the insurance company(s). Such notice shall be mailed to the Village in care of the Finance Director, 70 East Main Street, Lake Zurich, IL 60047. Only an insurance company having at least an "A" Policyholders Rating as listed in the most recently published "Alfred M. Best and Company Insurance Guide", will be considered acceptable.

E. Types and Amounts of Insurance

1. Comprehensive General Liability for Bodily Injury and Property Damage Minimum \$5,000,000.00 each occurrence, \$5,000,000.00 aggregate or the maximum allowable by insurance industry capacity, naming the Village of Lake Zurich as an additional insured. Thirty-day written notice of cancellation is required to be sent to the Village Clerk of the Village of Lake Zurich. Including General Coverage, Broad Form Property Damage (including completed operations), Explosion, Collapse and Underground Hazards, Contractual Liability assumed in the contract documents, Personal Injury Liability, Independent Provider protective products completed and operations liability.
2. Worker's Compensation and Worker's Occupational Disease. Worker's Compensation limits of coverage shall be as required by law in the State of Illinois. This shall include coverage for all persons whom the Provider may employ directly or through subcontractors in carrying out the work under this contract. Employer's Liability Insurance shall have limits of not less than \$1,000,000 per accident, naming the Village of Lake Zurich as an additional insured.
3. Comprehensive Automobile Liability for bodily injury and property damage arising out of owned, no-owned, and hired vehicles. A combined single limit of \$1,000,000 per occurrence is required.
4. Written Confirmation that liability arising out of injuries to the Contractor/Provider's employees, agents, independent contractors or representatives is covered under the general liability policy of the Contractor/Provider
5. The Provider and Subcontractors will retain the responsibility for loss or damage of their own or rented property or property of their employees of whatever kind or nature, including but not limited to tools, equipment, temporary structures including their contents.

PART 2 – PERFORMANCE AND PAYMENT

2.1 PERFORMANCE

340137_1

The Provider shall faithfully perform all work as set forth in these specifications. If the Provider 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 Recreation Director reserves the right to withhold authorization of Request 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 Provider and the Recreation Director, the dispute shall be resolved by the Village Manager, whose decision shall be final.

2.2 TERMINATION

The Recreation Director may, upon written notification to the Provider, terminate the remainder of the services no later than January 1 of the year in which services are to be provided to the Village by the Provider.

PART 3 - MISCELLANEOUS

3.1 GOVERNING LAW

This Agreement shall be construed and enforced in accordance with, and governed by, the laws of the state of Illinois. Venue for any legal action shall be in the Circuit Court of Lake County, Illinois.

3.2 ENTIRE AGREEMENT

The complete agreement entered into herein between the Village and Provider shall include the bid invitation, instruction, specifications, and all provisions herein. Except as otherwise provided herein, this Agreement may not be modified in any respect whatsoever or rescinded, in whole or in part, except by a writing executed by the parties hereto. Further, to the extent this Contract conflicts or is inconsistent with any other document or agreement, oral or written, between the parties, the provisions of this Contract shall control and prevail.

Provider:

Name _____

By _____

Village of Lake Zurich:

By _____

Address _____

Telephone _____

Attest _____

340137_1



FIREWORKS DISPLAY AGREEMENT

THIS AGREEMENT is made and entered into this 1st day of March, 2023, by and between J&M Displays, Inc., an Iowa corporation, having its principal place of business at Yarmouth, Iowa, including its employees, owners, and agents, hereinafter referred to as "Seller", and The Village Of Lake Zurich, hereinafter referred to as "Buyer".

Seller shall furnish to Buyer one (1) fireworks display, as per the \$ 40,000.00 program (the "Fireworks Program") submitted to and accepted by the Buyer, and which by reference is made a part hereof as Exhibit A. The display is to take place on the evening of July 4th, 2023 at approximately 9:15 p.m., weather permitting.

IT IS FURTHER UNDERSTOOD AND AGREED BETWEEN THE PARTIES AS FOLLOWS:

I. FIRING OF DISPLAY

- a. Seller agrees to furnish all necessary fireworks display materials and personnel for a professional fireworks display in accordance with the Fireworks Program approved by the Parties. Seller agrees to comply with all local, state, and federal regulations and guidelines pertaining to the storing and displaying of fireworks. Seller, with Buyer's assistance, shall obtain any necessary permits for the fireworks display.
- b. Buyer Agrees to provide:
 - i. Sufficient area for the display, including a minimum spectator set back as determined by Seller;
 - ii. Protection of the display area by roping off or similar facility;
 - iii. Adequate police or security protection to prevent spectators from entering the display area; and
 - iv. Persons to assist in the inspection and cleanup of fireworks debris in the fallout zone of the shoot site at first light in the morning following the display;
- c. The cost and acquisition of any site-specific materials or display restrictions (such as sand or the use of a barge) shall be discussed prior to adoption of this Agreement, and the Party responsible for any such acquisition and cost shall be specifically laid out in the Fireworks Program (Exhibit A).
- d. Buyer understands that its failure to provide an appropriate area for the fireworks display, with requirement minimum setbacks and security, may result in a change to Buyer's display (such as a restriction on the type(s) of products which can be utilized) or a cancellation of the display for safety reasons, at Seller's sole discretion. In such event, if Buyer cannot immediately remedy the setback or security concern prior to the Display time noted above, Buyer remains responsible for the entire purchase price of the display regardless of any limitation or cancellation of the display.

II. PAYMENT. The Buyer shall pay to the Seller (check one of the below options):

- The sum of \$ _____ as a down payment upon execution of this Agreement. The balance of \$ _____ shall be due and payable within fifteen (15) days after the date of the fireworks display. A service charge of one and one-half percent (1 1/2 %) per month shall be added to the unpaid balance if the account is not paid in full with the fifteen (15) days from the date of the display. If this account remains unpaid and is turned over to a collection agency for non-payment, all fees incurred in collecting the balance will be at the Buyer's expense. All returned checks will be assessed a \$30.00 fee.
- \$ 40,000.00 in full by April 25th (70 days prior to the display date). The Buyer will receive 8% prepayment bonus product in this fireworks display.
- \$ _____ in full by _____ (30 days prior to the display date). The Buyer will receive 5% prepayment bonus product in this fireworks display.

III. LOYALTY PROGRAM

- a. Seller has in place a bonus system for Buyer's who purchase their fireworks displays exclusively from Seller year-to-year. The full terms of Seller's loyalty program have been provided to Buyer with the Program and are available on J&M's website.
- b. Pursuant to Buyer's status in the loyalty program, Buyer will receive an additional 5% 10% 15% (check one) bonus product for this display.

IV. POSTPONEMENT/CANCELLATION

- a. Rain Date: Should inclement weather prevent the firing of the display on the date intended, the Parties agree to a mutually convenient rain date of TBD or another date as agreed to by both Parties. Once display set-up has begun, the determination to cancel the fireworks display because of inclement weather or unsafe weather conditions shall rest within the sole discretion of the Seller, the Authority Having Jurisdiction, and the Seller's lead pyrotechnician.
- b. Except as specifically provided for elsewhere in this Agreement, neither Party will be liable for any failure or delay in performing an obligation under this Agreement that is due to any of the following causes (hereinafter referred to as "Force Majeure"), to the extent beyond the Party's reasonable control: acts of God, accident, riots, public disturbances (including but not limited to an active-shooter situation, war, terrorist act, epidemic, pandemic, quarantine, civil commotion, breakdown of communication facilities, natural catastrophes, governmental acts or omissions, changes in laws or regulations, national strikes, fire, explosion, or generalized lack of availability of raw materials or energy).
- c. Disruption of Services due to Covid-19, supply chain disruptions, and public health. Fireworks displays and related events are prone to cancellation due to the ongoing and unforeseeable nature of the Covid-19 pandemic and related health issues, government intervention (such as stay-at-home orders or restrictions on gatherings), and unavailability of supplies and personnel. As such, Seller will work with all customers to ensure a timely and safe display, but due to circumstances outside Seller's and Buyer's control, certain fireworks displays may have to be cancelled or rescheduled with limited notice. Each Party's obligations to perform hereunder will be excused in the case of a Force Majeure Event, which is defined to include (but is not limited to) supply chain disruptions which prevent Seller from obtaining the necessary materials to perform the Display; medical conditions which result in quarantine or similar limitations, or restrictions on travel or congregation in the metropolitan area where the Display is scheduled to be held; and death, serious illness or incapacity of one or more of the display Shoot Team member(s) which renders it impossible, unsafe, or not reasonably practical for the Shoot Team to perform the display.

A governmental or municipal Buyer, who in its discretion and control, acts or adopts a restriction on public gatherings shall not be relieved of its obligations under the Force Majeure provisions of this Agreement. A Buyer who anticipates any such restriction or potential cancellation shall immediately notify and contact Seller to discuss alternative arrangements.

- d. Unless specified above: Displays postponed to an alternate date will be charged an additional 15% of the total contract price for additional expenses incurred in presenting the display on an alternate date; for Displays canceled and not rescheduled within the same calendar year, Seller shall be entitled to 20% of the contract price for out-of-pocket expenses incurred in preparation for the display.

V. INSURANCE and LIMITATIONS OF LIABILITY

- a. Seller agrees to provide, at its expense, general liability insurance coverage in an amount not less than \$10,000,000, and within two (2) weeks prior to the date of the fireworks display, shall submit to Buyer, if requested in writing, a certificate of insurance. All entities listed on the certificate of insurance will be deemed an additional insured. In the event of a claim by Buyer, the applicable deductible shall be paid by the Seller.

The Seller agrees to defend, indemnify, and hold harmless the Buyer and its agents and employees from and against all claims, costs, judgments, damages and expenses, including reasonable attorney's fees that

may or shall arise out of any negligent or wrongful act or omission by the Seller related to the performance of the fireworks for the Buyer. The Buyer agrees to give the Seller prompt notice of any claims or demands and to cooperate with the Seller or its successors in interest or assigns, if any, in the defense of any such claims and/or demands.

b. Separate from, and in addition to Seller's insurance of the fireworks, Buyer agrees to provide, at its expense, a general liability policy or "special event" insurance coverage, in an amount sufficient to meet or exceed municipality or industry standards and all applicable requirements of local, state, and federal law. For any injury or property claims that may arise during the course of Buyer's event, not arising out of Seller's acts or the performance of the fireworks, Buyer's insurance shall be primary. Buyer agrees to defend, indemnify, and hold harmless the Seller and its agents and employees from and against all such claims, costs, judgments, damages and expenses, including reasonable attorney's fees that may or shall arise out of any negligent or wrongful act or omission by the Buyer or third-parties occurring during the course of Buyer's event.

c. In no event shall Seller's liability to Buyer arising out of or related to this Agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, exceed the aggregate amount of insurance coverage as described in this section. Notwithstanding any provisions to the contrary, in no event shall either Party be liable to the other, or to any third party, for any loss of use, revenue or profit, or for any consequential, incidental, indirect, exemplary, special, or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages.

VI. Each Party has read all of the provisions of this Agreement, they understand all of its provisions, and agree to be bound by them. This written contract, and its Exhibits, contains the entire agreement of the Parties and modifies and supersedes all prior agreements or negotiations, all of which are merged into and incorporated into this Agreement. If any provision of this Agreement is held invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this agreement.

VII. Choice of Law, Jurisdiction, and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa without regard to conflict-of-law principles, except as otherwise specifically required for the storing and displaying of fireworks as set forth by State and Federal law. Notwithstanding, the Parties must bring any legal or equitable action or proceeding arising under or related to this Agreement exclusively in the Iowa District Court in and for Des Moines County, Iowa. The Iowa District Court in and for Des Moines County, Iowa shall have exclusive jurisdiction to decide any disputes arising out of or related to this Agreement. Each party knowingly and voluntarily consents to and expressly waives any objection or defense to personal jurisdiction, improper or inconvenient venue, or inconvenient forum in the Iowa District Court in and for Des Moines County, Iowa.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement the day and year first written above.

SELLER

BUYER

BY: _____



BY: _____

ROLE: _____

J&M Displays, Inc.

ROLE: _____

ENTITY: _____

Please include the **DISPLAY INFORMATION FORM** with this Agreement so your order is processed accurately.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

ACCIDENTAL
A/

MEMORANDUM

Date: February 28, 2023

To: Ray Keller, Village Manager

From: Michael J. Brown, Public Works Director

Subject: **Infrastructure Improvements-Main Street District- South Old Rand, Main Street, Block A, Lake Street, Mionske Drive.**

Issue: The FY 2023 budget includes \$6.4 million in the TIF #2 fund for infrastructure improvements within the Village's Main Street District (MSD). The Village held a bid opening on February 22, 2023 for infrastructure improvements within the proposed project limits.

Background: The Capital Improvement Plan Identified the Main Street District as a target area for a FY 2023 infrastructure improvement project. The proposed project consists of three phases.

The first phase consists of the replacement of approximately 2,500 feet of 8-inch watermain, 1,460 feet of 8-inch sanitary sewer, 1,050 feet of storm sewer, and 240 feet sanitary force main. This work will take place on Main Street, Mionske Drive, and Lake Street. In addition to the infrastructure, Lake Street and Mionske Drive will have full pavement resurfacing after the utility improvements have been completed.

The second phase of the project consists of the installation of 1,015 feet of 12-inch watermain which includes a 100-foot section of 20-inch steel casing pipe to be augured under the limits of the rail crossing on South Old Rand.

The third and final phase will consist of streetscape improvements and the relocation of the overhead utilities on South Old Rand. This phase is anticipated to follow in the 2024 fiscal year, given that there would need to be some coordination with other utility entities such as Com Ed, and Comcast.

This project will be funded through TIF #2, with funds advanced from the water fund (\$2.0 million) and the capital improvement fund (\$3.103 million, including the Village's \$2.7 million from ARPA). The water and the capital improvement funds would be eligible for potential reimbursement from TIF #2, as future TIF increment revenue becomes available.

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

- *Goal: Infrastructure Investment:*

- Ensure a sustainable, healthy and economical water source for current and future Lake Zurich residents.
- Complete televising of sanitary sewers and develop lining/replacement program to minimize future sewer collapses.
- Develop and formalize a long-range street maintenance program.

Analysis: The bid opening on February 22, 2023, yielded four (4) bids. The bid results are shown below.

Name of Bidder	Bid Amount
Campanella & Sons, INC.	\$5,391,255.50
Bolder Contractors, INC.	\$4,776,212.40
Lenny Hoffman Excavating, INC.	\$4,073,074.30
Pir Tano Construction Company	\$3,882,337.99

The bids have been reviewed and staff has provided the following recommendation:

Given the following variables, staff is recommending a 25% contingency:

- 1) Soils within the South Old Rand and Main Street limits adjacent to the former gas stations sites may have to be removed as non-special waste.
- 2) The existing water main is projected to be at an age of 70 to 90 years old. Transite (asbestos-cement) pipe cannot be accurately located and the potential for water main breaks during construction is a concern within the project area.
- 3) The large diameter storm sewer pipes on Mionske near the pond cannot be accurately located or surveyed due to the permanent water level in the pipes. Unforeseen issues and pipe bracing may be required.
- 4) Given that the Lake level is typically maintained at the 100-year level, staff is anticipating a greater demand for dewatering operations specifically in the Lake Street and Mionske Drive areas. Work in this lower lying area will begin in the spring and keeping the site dewatered while providing flood relief to upstream residents will be challenging.
- 5) Storm water control options at Main and Mionske are being explored. This would allow the Village to isolate the storm sewer pipes upstream of the Lake in order to maintain the current system.
- 6) Staff has identified several lead service lines that will need to be replaced per IEPA Public Act 102-0613. Additional service lines could be encountered during the project

and their replacement is mandated to for immediate replacement if encountered during construction.

7) Excavation depths for this project are as deep as 17 feet. Additional traffic control within the project area may be required if poor soils are encountered and excavations must be widened.

A summary of the proposed budget is provided below:

2023 Main Street District Infrastructure Improvements	
Construction	\$3,882,337.99
Contingency (25%)	\$970,584.50
Engineering/Design	\$250,000.00
Total Project Cost	\$5,102,922.49

Recommendation: Award a contract for the 2023 Main Street District Infrastructure Improvements to Pir Tano Construction Company of Addison, Illinois for the base project of \$3,882,337.99 with a total project expenditure including contingency not-to-exceed \$5,102,922.49.

W/Attachments:

1. Bid Tab
2. Bid Submittal.
3. Construction maps of the impacted areas
4. Detour Routes

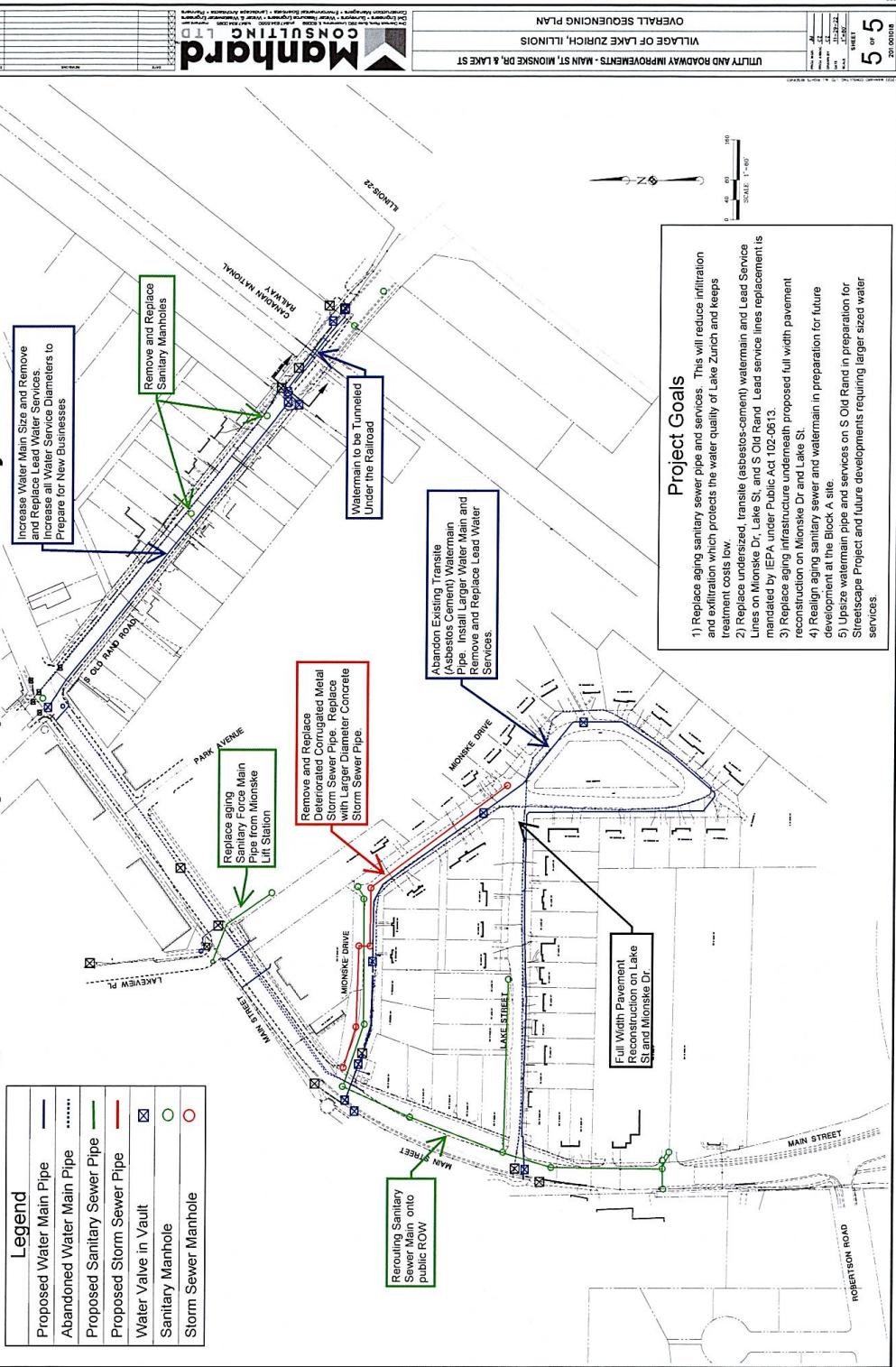
Utility & Roadway Improvements**February 22, 2023****10:00 A.M.**

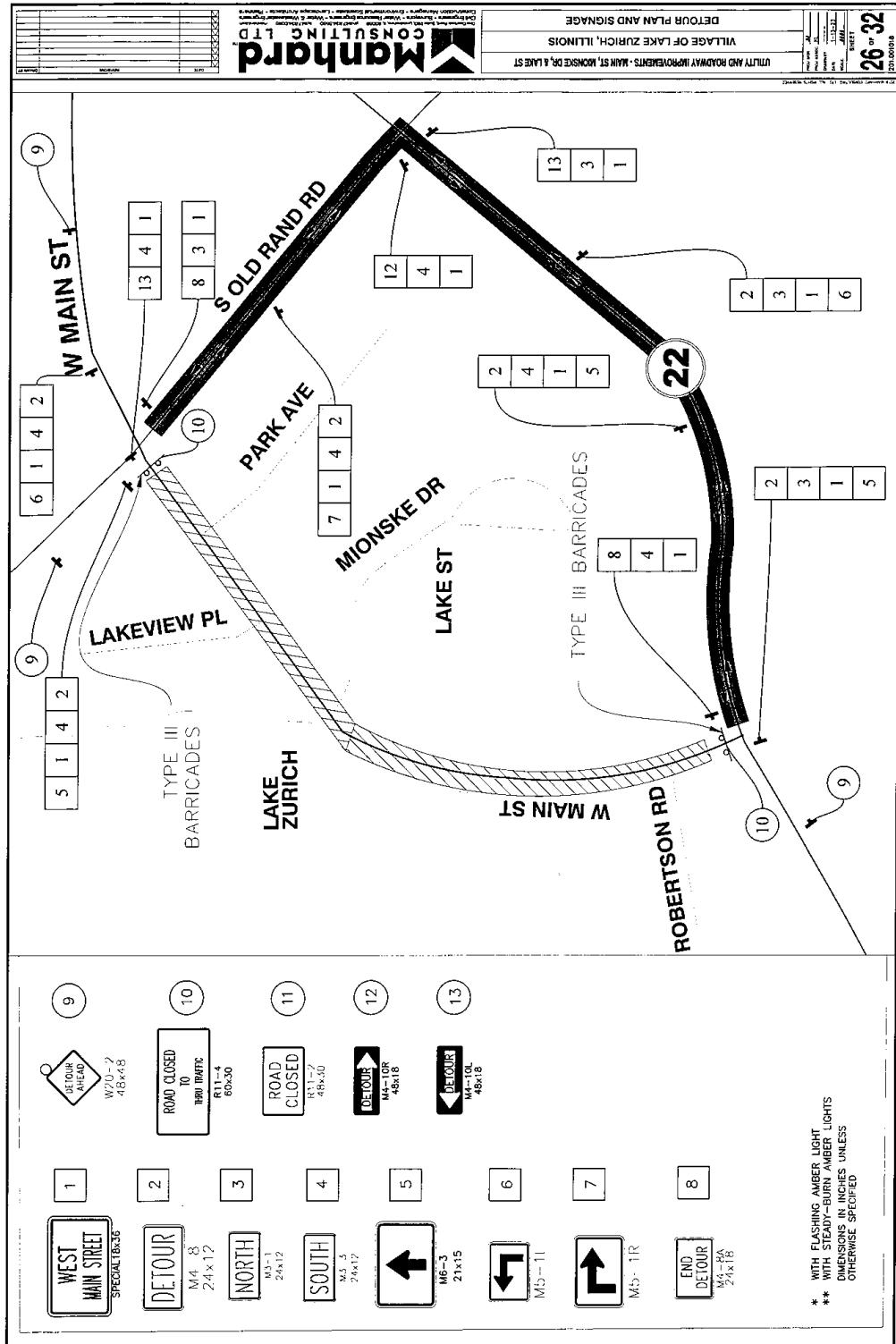
Company Name:	Base Bid	Alternative	Addendum #1 Addendum #2	Bid Bond
PirTano Construction Company 1766 Armitage Ct Addison, IL 60101	\$ 3,790,627.99	\$ 91,710.00	YES YES	YES 2/22/2023 8:51 AM
Campanella & Sons, Inc 39207 N Magnetics Blvd Wadsworth, IL 60083	\$ 5,280,525.50	\$ 118,100.00	YES YES	YES 2/22/2023 9:29 AM
Bolder Contractors, Inc 316 Cary Point Dr Cary, IL 60013	\$ 4,672,212.40	\$ 104,000.00	YES YES	YES 2/22/2023 9:39 AM
Lenny Hoffman Excavating, Inc 3636 Lake Ave Wilmette, IL 60091	\$ 3,992,454.30	\$ 80,620.00	YES YES	YES 2/22/2023 9:49 AM

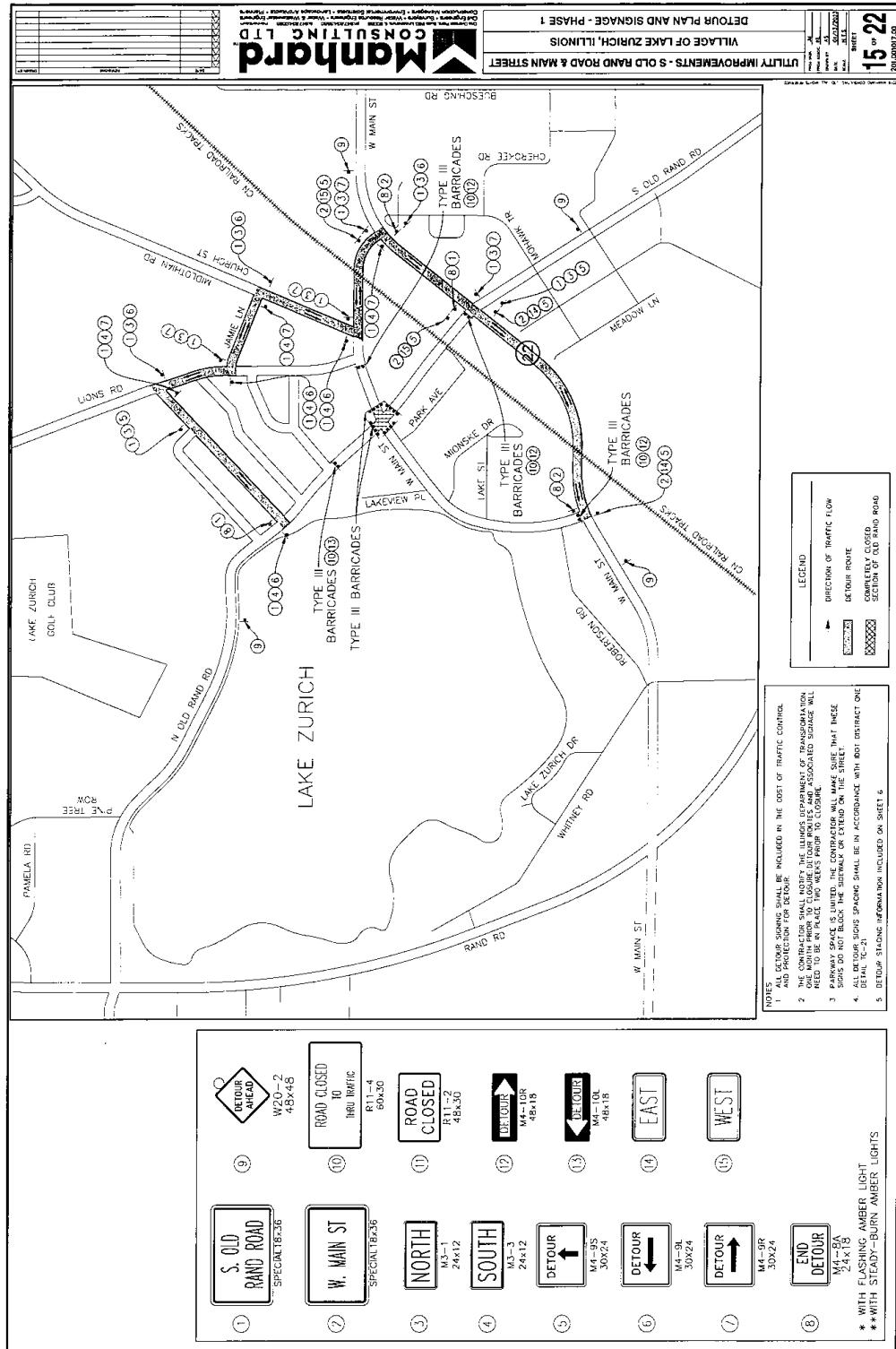
Mike Brown, Public Works Director
 Steve Schmitt, Utility Supt.
 Kevin Lill, Manhard Consulting
 Bea Corral, Senior Accountant

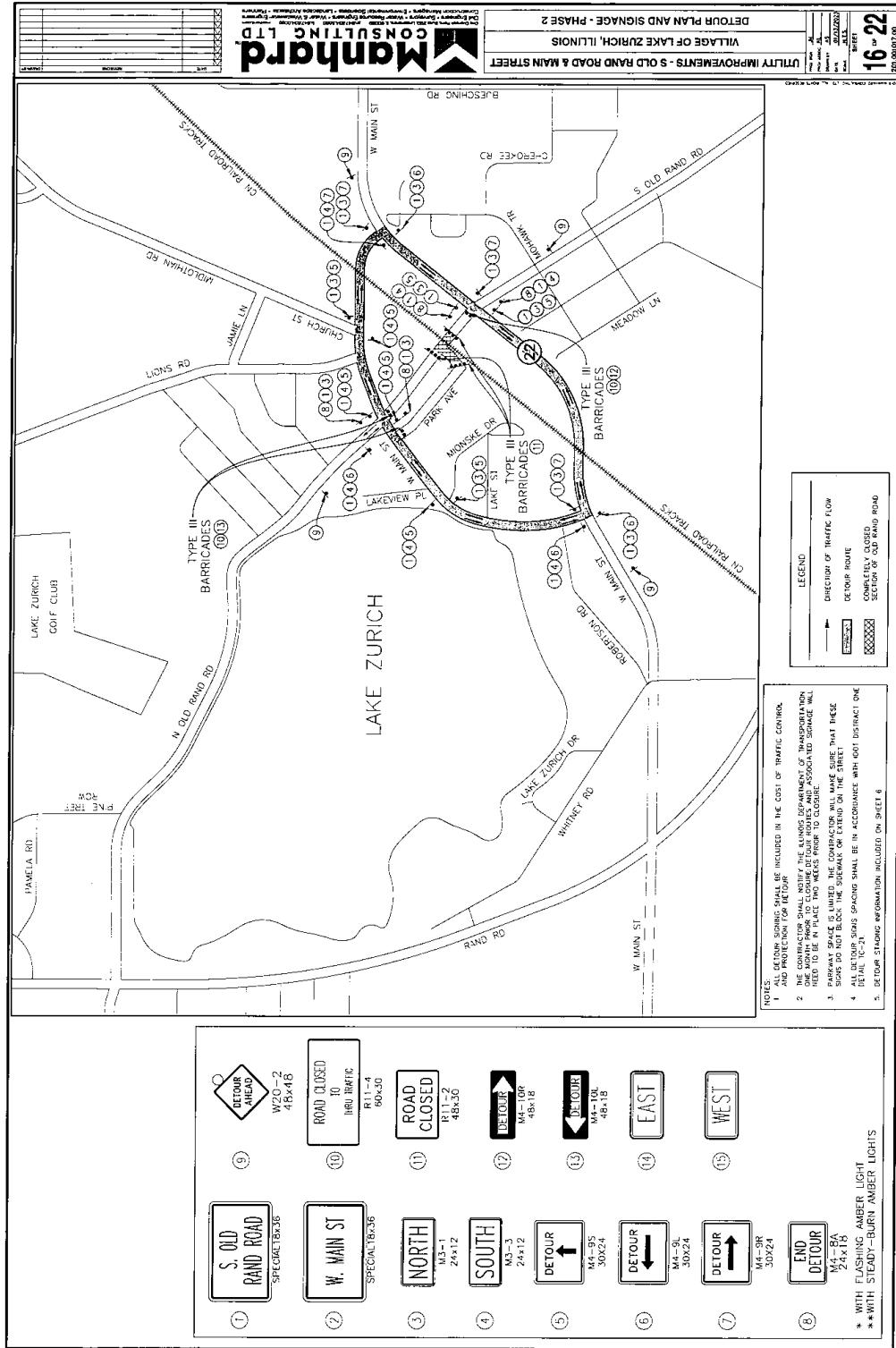
Village Hall Board Room
 2/22/2023
 10:01 a.m.

Utility and Roadway Improvement Project Overview









Village of Lake Zurich
Utility and Roadway Improvements
201-09-10-17.00

FORM OF PROPOSAL

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

FROM: PirTano Construction Company
CONTRACTOR
1766 Armitage Court
ADDRESS
Addison, IL 60101
CITY, STATE, ZIP CODE
630-932-1810
TELEPHONE NUMBER
Bill Griffin / Vic Garcia
CONTRACTOR'S CONTACT FOR THIS BID
bill.griffin@pirtano.com / vic.garcia@pirtano.com
E-MAIL

Gentlemen:

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 prepared by Manhard Consulting, 1 Overlook Point Suite 290, Lincolnshire, Illinois 60069, and entitled:

CONTRACT DOCUMENTS AND SPECIFICATIONS
FOR
UTILITY AND ROADWAY IMPROVEMENTS – MAIN STREET, MIONSKA DRIVE, AND LAKE ST
AND
UTILITY IMPROVEMENTS - S OLD RAND ROAD AND MAIN STREET
LAKE ZURICH, ILLINOIS

DATED: FEBRUARY 22ND, 2023

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.

Village of Lake Zurich
Pavilion and Restroom Improvements
2021-001017-00

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.

Unless granted additional time in writing by the Owner, the undersigned agrees to complete the work within the project milestones described upon the issue of a Notice to Proceed, with the understanding that the Notice to Proceed will be issued between March 20, 2023 and April 10, 2023.

The undersigned further agrees that he and his surety will execute and present within ten (10) days after the date of written notice of the award of the Contract to him, a Contract Bond in the form prescribed by the Owner, in the penal sum of the full amount of the Contract, guaranteeing the faithful performance and payment of labor and materials of the work in accordance with the terms of the Contract.

Accompanying this Proposal is a bank draft, cashier's check, bid bond or certified check complying with the requirements of the Specifications, for five percent (5%) of the total bid price, made payable to the Village of Lake Zurich.

The amount of the check or draft is: _____

(Fill in Amount)
Contractor-to-fill-in-Amount

If this Proposal is accepted and the undersigned fails to execute a Contract and Contract Bond 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 and lump sum 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.

Village of Lake Zurich
Utility and Roadway Improvements
201-001017-00

INSTRUCTIONS TO BIDDERS

BIDDER'S REPRESENTATIONS

a. Bidder has examined and carefully studied the Bidding Documents, other related data identified in the Bidding Documents, and the following Addenda, receipt of which is hereby acknowledged:

<u>Addendum No.</u>	<u>Addendum Date</u>
1	02/01/2023
2	02/17/2023

b. 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 the Work. Bidder has verified quantities in the field based on the information provided in the Bidding Documents.

c. Bidder is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the work.

d. 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.

BID PRICE

a. Type of bid: Unit Prices.

b. The Contractor shall provide pricing on the schedule of prices included in this Request for Bids ("RFB") per the specifications identified herein. The Contractor shall offer pricing for all of the items included on the schedule of prices.

SUBMISSION OF BIDS

a. Prepare bid on **Form of Proposal** included herewith.

b. Submit all pages *in duplicate* of the **Form of Proposal** in sealed envelope. The duplicate copy of all prepared pages shall be marked "COPY".

c. Sealed envelope shall be marked with bidder's return address, and shall be addressed as follows:
TO: Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, Illinois 60047

PROPOSAL FOR: Utility and Roadway Improvements – Main St, Mionske Dr, and Lake St.
AND
Utility Improvements - S Old Rand Road and Main Street

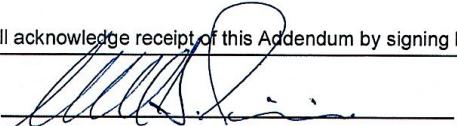
d. Retain Duplicate Copy for Bidder.

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

f. Business entity: Indicate on Proposal whether bidder is an individual, partnership, corporation or other business entity.

g. Submit documents outlined under subsection F.3.c of the WATERMAIN CONSTRUCTION PROCEDURES.

Bidders shall acknowledge receipt of this Addendum by signing below.

Signed: 

Michael D. Piraino

Printed Name

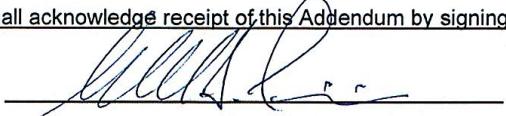
PirTano Construction Company

Name of Company

End of Addendum # 1

SUBMIT WITH BID

Bidders shall acknowledge receipt of this Addendum by signing below.

Signed: 

Michael D. Piraino

Printed Name

PirTano Construction Company

Name of Company

End of Addendum # 2

Village of Lake Zurich
Utility and Roadway Improvements
201001017.00

SCHEDULE OF PRICES

BIDDER agrees to perform all work described in the CONTRACT DOCUMENTS for the following unit prices as indicated on the below schedule:

NOTE: BIDS shall include sales tax and all other applicable taxes and fees.

See following Sheets for Bid Tabulation to be filled out and submitted with Bid

Prepared by:



Initiated by Bidder

SUBMIT WITH BID

BASE BIG IDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION PAY ITEMS (SSRB) and IDOT SPECIAL PROVISION (IDOT SP) PAY ITEMS

SSRB & IDOT SP	DESCRIPTION	BLOCK A	SO LD RAND	TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOV 6-16	50	0	50	UNIT	\$ 30.00	\$ 1,500.00
20100210	TREE REMOV OVER 1'5	50	0	50	UNIT	\$ 65.00	\$ 3,250.00
20101000	TEMPORARY FENCE	0	250	250	FOOT	\$ 5.00	\$ 1,250.00
20101200	TREE ROOT PRUNING	25	0	25	EACH	\$ 110.00	\$ 2,750.00
20800150	TRENCH BACKFILL	50	20	70	CY	\$ 98.00	\$ 6,860.00
28000510	INLET FILTERS	26	20	46	EACH	\$ 225.00	\$ 10,350.00
35100300	AGGREGATE BASE COURSE TYPE A 4"	215	0	215	SQ YD	\$ 22.00	\$ 4,730.00
35800100	PREPARATION OF BASE	6750	0	6750	SQ YD	\$ 3.00	\$ 20,250.00
35800200	AGGREGATE BASE REPAIR	450	0	450	TON	\$ 56.00	\$ 25,200.00
40600280	BITUMINOUS MATERIALS TACK COAT	1433	0	1433	POUND	\$ 2.00	\$ 2,866.00
40600982	HMA SURFACE REMOVAL BUTT JOINT	56	0	56	SQ YD	\$ 10.00	\$ 560.00
40603080	HMA BINDER COURSE 1'9 0" N50	1540	0	1540	TON	\$ 78.75	\$ 121,275.00
40603335	HMA SURFACE COURSE 'D' N50	770	0	770	TON	\$ 92.50	\$ 71,225.00
42001300	PROTECTIVE COAT	196	633	829	SQ YD	\$ 1.00	\$ 829.00
42300200	PCC DRIVEWAY PAVEMENT 6"	160	20	170	SQ YD	\$ 122.00	\$ 20,740.00
42400200	PCC SIDEWALK 5"	810	1270	2080	SQ FT	\$ 16.00	\$ 33,280.00
42400860	DEFECTABLE WARNINGS	100	0	100	SQ FT	\$ 40.00	\$ 4,000.00
44000100	PAVEMENT REMOVAL	6100	0	6100	SQ YD	\$ 9.00	\$ 54,900.00
44000200	DRIVEMAW PAVEMENT REMOVAL	800	150	950	SQ YD	\$ 11.00	\$ 10,450.00
44000500	COMBINATION CURB AND GUTTER REMOVAL	450	525	955	FOOT	\$ 11.00	\$ 10,505.00
44000600	SIDEWALK REMOVAL	810	1270	2080	SQ FT	\$ 4.00	\$ 8,320.00
44200976	CLASS B PATCH TYPE 4' 10"	0	400	400	SQ YD	\$ 225.00	\$ 90,000.00
44201299	DOWEL BARS 1 1/2"	30	320	350	EACH	\$ 25.00	\$ 8,750.00
44201713	CLASS D PATCH TYPE 1 6"	700	1200	1900	SQ YD	\$ 86.00	\$ 106,400.00
50102400	CONCRETE REMOVAL	10	10	20	CU YD	\$ 198.00	\$ 3,920.00
50105220	PIPE COUVERT REMOVAL	200	0	200	FOOT	\$ 15.00	\$ 3,000.00
54215545	METAL END SECTION 10"	26	0	26	EACH	\$ 437.00	\$ 11,362.00
54215547	METAL END SECTION 12"	5	0	5	EACH	\$ 448.00	\$ 2,230.00
54248810	CONCRETE COLLAR	5	0	5	CU YD	\$ 528.00	\$ 2,640.00
60200105	CATCH BASIN TYPE A 4" DIAMETER TYPE 1 F OL	2	0	2	EACH	\$ 4,066.00	\$ 8,132.00
60200705	CATCH BASIN TYPE C 13" & G	2	0	2	EACH	\$ 2,346.00	\$ 4,692.00
60203805	CATCH BASIN TYPE A 5" DIATIF OL	1	0	1	EACH	\$ 5,497.00	\$ 5,497.00
60221000	MANHOLE TYPE A 5" DIATIF OL	1	0	1	EACH	\$ 5,580.00	\$ 5,580.00
60221100	MANHOLE TYPE A 5" DIATIF CL	4	0	4	EACH	\$ 5,561.00	\$ 22,244.00
60250200	CATCH BASIN ADJUST	3	0	3	EACH	\$ 901.00	\$ 2,703.00
60255500	MANHOLE ADJUST	6	0	6	EACH	\$ 901.00	\$ 5,406.00
60287900	MANHOLE RECONSTRUCT	2	0	2	EACH	\$ 2,048.00	\$ 4,096.00
60406100	FRAME & LIDS TYPE 1 CLOSED LID	11	0	11	EACH	\$ 496.00	\$ 5,456.00
60500050	REMOVE CATCH-BASINS	4	0	4	EACH	\$ 222.00	\$ 928.00
60500060	REMOVE INLETS	2	0	2	EACH	\$ 212.00	\$ 424.00
60603800	COMBINATION CURB AND GUTTER TB6.12	600	625	1125	FOOT	\$ 60.00	\$ 67,500.00
66801003	REGULATED SUBSTANCES FINAL REPORT	0.5	0.5	1	L SUM	\$ 1,200.00	\$ 1,200.00
66801006	REGULATED SUBSTANCES MONITORING	5	35	40	CAL DA	\$ 760.00	\$ 30,400.00

Addendum #2

SUBMIT WITH BID

SSRB & IDOT SP NUMBER	DESCRIPTION	BLOCK A		SOLD RAND QUANTITY	TOTAL	UNIT	UNIT PRICE
		0.5	0.5				
67100100	MOBILIZATION	32	0	1	1	LUM SUM	\$ 140,000.00
X1021000	TEMPORARY ACCESS- PRIVATE ENTRANCE	4	2	6	6	EACH	\$ 694.00
X4022000	TEMPORARY ACCESS- COMMERCIAL ENTRANCE	2	0	2	2	EACH	\$ 1,182.00
X4023000	TEMPORARY ACCESS- ROAD	10	10	20	20	EACH	\$ 1,178.00
X7240600	REMOVE AND REERECT EXISTING SIGN	25	25	50	50	FOOT	\$ 451.00
X4034242	WATER MAIN INSULATION	7	0	7	7	EACH	\$ 33.00
X403424	CONNECT TO EXISTING STRUCTURE	0.5	0.5	1	1	EACH	\$ 2,488.00
X4089185	CONCRETE TRUCK WASHOUT	625	125	750	750	SQ YD	\$ 1,500.00
Z0004510	HMA DRIVEWAY PAVEMENT 3"	625	125	750	750	SQ YD	\$ 1,500.00
PROJECT SP	DESCRIPTION	BLOCK A		SOLD RAND	TOTAL	UNIT	UNIT PRICE
		0.5	0.5			LUM SUM	\$ 11,400.00
1	UTILITY/VERIFICATION (POTHOLING)	300	65	365	365	SQ FT	\$ 15.00
2	BRICK PAVEMENT REMOVAL AND REPLACEMENT	1500	50	1550	1550	CU YD	\$ 114.00
3	UNSUITABLE SUBGRADE REMOVAL, CA-6 REPLACE	150	10	160	160	CU YD	\$ 176,700.00
4	UNSUITABLE SUBGRADE REMOVAL, CA-1 REPLACE	100	0	100	100	CU YD	\$ 130.00
5	GRADING AND SHAPING OF DITCHES	7000	600	7800	7800	SQ YD	\$ 98.00
6	RESTORATION OF LAWNS AND PARKWAYS	2450	33	2483	2483	FOOT	\$ 7.00
7	WATERMAIN, 8"	20	1015	1035	1035	FOOT	\$ 139.00
8	WATERMAIN, 12"	32	186	228	228	FOOT	\$ 270.00
9	WATER SERVICE, 6"	0	100	100	100	FOOT	\$ 141.00
10	STEEL CASING PIPE BORED AND JACKED 20"	130	0	130	130	FOOT	\$ 110,000.00
11	CASING PIPE, 16"	15	0	12	27	FOOT	\$ 213.00
12	ABANDON EXISTING WATER MAIN	200	0	200	200	FOOT	\$ 18,900.00
13	REMOVE EXISTING WATER MAIN	6	7	13	13	EACH	\$ 20.00
14	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	4	6	10	10	EACH	\$ 700.00
15	REMOVE VALVE VAULT	5	6	11	11	EACH	\$ 250.00
16	REMOVE VALVE BOX	1	3	4	4	EACH	\$ 68.00
17	MECHANICALLY CAP WATERMAIN	20	20	40	40	FOOT	\$ 2,443.00
18	ADJUST EXISTING WATERMAIN	0	5	5	5	EACH	\$ 9,772.00
19	GATE VALVE, 6"	7	2	9	9	EACH	\$ 15,480.00
20	GATE VALVE, 8"	0	1	1	1	EACH	\$ 1,494.00
21	GATE VALVE, 12"	0	1	1	1	EACH	\$ 2,282.00
22	INSERT VALVE, 8"	1	1	2	2	EACH	\$ 4,389.00
23	INSERT VALVE, 12"	1	0	1	1	EACH	\$ 9,381.00
24	VALVE VAULT, 48"	0	4	4	4	EACH	\$ 15,581.00
25	VALVE VAULT, 60"	10	8	18	18	EACH	\$ 3,527.00
26	METER & VAULT, 60"	0	1	1	1	EACH	\$ 5,206.00
27	VALVE BOX	1	1	2	2	EACH	\$ 6,240.00
28	FIRE HYDRANT ASSEMBLY	7	4	11	11	EACH	\$ 679.00
29	LINE STOP, 4"	1	0	1	1	EACH	\$ 8,250.00
30	LINE STOP, 6"	0	1	1	1	EACH	\$ 6,738.00
31	LINE STOP, 8"	0	1	1	1	EACH	\$ 7,188.00
							\$ 7,588.00
							\$ 7,588.00

SUBMIT WITH BID

PROJECT SP	DESCRIPTION	BLOCK/A	SOLD RAND	TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
32	CONNECT TO EXISTING WATER (NON-PRESSURE)	1	1	2	EACH	\$ 5,451.00	\$ 10,902.00
33	PRESSURE CONNECTION 8"	2	0	2	EACH	\$ 7,200.00	\$ 14,400.00
34	PRESSURE CONNECTION 12"	0	1	1	EACH	\$ 7,682.00	\$ 7,682.00
35	SANITARY SEWER LATERAL, 6"	500	60	560	FOOT	\$ 83.00	\$ 46,480.00
36	SANITARY SEWER, 10"	71	0	71	FOOT	\$ 172.00	\$ 12,212.00
37	SANITARY SEWER, 8"	1460	0	1460	FOOT	\$ 148.00	\$ 216,080.00
38	SANITARY FORCEMAIN 6"	237	0	237	FOOT	\$ 155.00	\$ 36,735.00
39	SANITARY MANHOLE, 48"	12	5	17	EACH	\$ 6,117.00	\$ 114,188.00
40	REMOVE AND REPLACE SANITARY MANHOLE	2	5	7	EACH	\$ 7,191.00	\$ 50,337.00
41	SANITARY MANHOLE ADJUSTMENT	9	0	9	EACH	\$ 1,473.11	\$ 13,257.99
42	REMOVE EXISTING SANITARY MANHOLE	6	0	6	EACH	\$ 250.00	\$ 1,500.00
43	REMOVE SANITARY PIPES 6"-12"	300	100	400	FOOT	\$ 20.00	\$ 8,000.00
44	ABANDON SANITARY SEVERS	20	10	30	EACH	\$ 500.00	\$ 15,000.00
45	STORM SEWER REMOVAL (6"-12")	400	100	500	FOOT	\$ 25.00	\$ 12,500.00
46	STORM SEWER REMOVAL (15"-24")	400	0	400	FOOT	\$ 30.00	\$ 12,000.00
47	STORM SEWER (RCP), 24"	360	0	360	FOOT	\$ 171.00	\$ 61,560.00
48	STORM SEWER (RCP), 15"	24	0	24	FOOT	\$ 123.00	\$ 2,952.00
49	STORM SEWER (PVC), 12"	40	0	40	FOOT	\$ 127.00	\$ 5,080.00
50	STORM SEWER (PVC), 10"	120	0	120	FOOT	\$ 110.00	\$ 13,200.00
51	STORM SEWER (PVC), 6"	100	0	100	FOOT	\$ 93.00	\$ 9,300.00
52	WATER MAIN QUALITY PIPE (WQP) 16"	200	140	340	FOOT	\$ 92.00	\$ 31,280.00
53	WATERMAIN QUALITY PIPE (WQP) 8"	60	50	110	FOOT	\$ 102.00	\$ 11,220.00
54	WATERMAIN QUALITY PIPE (WQP) 12"	100	30	130	FOOT	\$ 124.00	\$ 16,120.00
55	WATERMAIN QUALITY PIPE (WQP) 15"	60	0	60	FOOT	\$ 152.00	\$ 9,120.00
56	NON-SPECIAL WASTE DISPOSAL	0	930	930	CU-YD	\$ 108.00	\$ 98,580.00
57	SPECIAL WASTE DISPOSAL	9	0	9	CU-YD	\$ -	\$ -
58	SOIL DISPOSAL ANALYSIS	0	3	3	EACH	\$ 2,050.00	\$ 6,150.00
59	TERMOPLASTIC PAVEMENT MARKING RESTORATION	0.5	0.5	1	LUM SUM	\$ 1,600.00	\$ 1,600.00
60	TRAFFIC CONTROL AND PROTECTION, SPECIAL	0.5	0.5	1	LUM SUM	\$ 22,300.00	\$ 22,300.00
61	DETOUR SIGNING (DETOUR NO.1)	1	0	1	EACH	\$ 1,500.00	\$ 1,500.00
62	DETOUR SIGNING (DETOUR NO.2)	0	1	1	EACH	\$ 1,500.00	\$ 1,500.00
63	DETOUR SIGNING (DETOUR NO.3)	0	1	1	EACH	\$ 1,500.00	\$ 1,500.00
64	EROSION AND SEDIMENT CONTROL	0.5	0.5	1	LUM SUM	\$ 20,000.00	\$ 20,000.00
65	DEWATERING	0.5	0.5	1	LUM SUM	\$ 5,000.00	\$ 5,000.00
66	SURVEY LAYOUT & STAKING	0.5	0.5	1	LUM SUM	\$ 17,700.00	\$ 17,700.00
67	CN RR PERMITTING AND COORDINATION	0	1	1	LUM SUM	\$ 90,000.00	\$ 90,000.00
68	REMOVE AND RE-ERECT FLASHING BEACON	0	2	2	EACH	\$ 2,463.00	\$ 4,926.00
69	WATER SERVICE 1.5" (SHORT)	23	0	23	EACH	\$ 2,768.00	\$ 63,616.00
70	WATER SERVICE 1.5" (LONG)	12	0	12	EACH	\$ 4,934.00	\$ 59,208.00
71	WATER SERVICE 2" (SHORT)	0	6	6	EACH	\$ 3,738.00	\$ 22,428.00
72	WATER SERVICE 2" (LONG)	0	11	11	EACH	\$ 5,871.00	\$ 64,581.00
73	PRIVATE WATER SERVICE, COMPLETE 1.5"	5	0	5	EACH	\$ 10,974.00	\$ 54,870.00
74	PRIVATE WATER SERVICE, COMPLETE 2.0"	0	4	4	EACH	\$ 10,931.00	\$ 43,724.00

SUBMIT WITH BID

ALTERNATE BID ITEMS - TO BE USED AT DISCRETION OF VILLAGE BASED ON FIELD CONDITIONS						
PROJECT SP OR SSB#	DESCRIPTION	BLOCK A	SOLD HAND	TOTAL	UNIT	UNIT PRICE
60221100	MAN TA 5 DIA T1F CL	2	0	2	EACH	\$ 5,560.00
60224459	MAN TA 8 DIA T1F CL	1	0	1	EACH	\$ 11,120.00
47	STORM SEWER (RCP), 24"	390	0	390	FOOT	\$ 14,280.00
						\$ 66,300.00

TOTAL BASE BID \$ 3,790,627.99

TOTAL ALTERNATE BID \$ 91,710.00

BASE BID AND ALTERNATE BID TOTAL \$ 3,882,337.99


AIA® Document A310™ – 2010
Bid Bond
CONTRACTOR:

(Name, legal status and address)
 PirTano Construction Company, LLC
 1766 Armitage Court
 Addison, IL 60101

OWNER:

(Name, legal status and address)
 Village of Lake Zurich
 70 E Main Street
 Lake Zurich, IL 60047

BOND AMOUNT: \$ 5% of Total Bid Amount (Five Percent of Total Bid Amount)

PROJECT:

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

Utility & Road Improvements on Main St / Mionske & Lake and Utility Improvements on Old Rand & Main

SURETY:

(Name, legal status and principal place of business)
 The Hanover Insurance Company
 440 Lincoln Street
 Worcester, MA 01653

ADDITIONS AND DELETIONS:

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

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

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

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

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

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

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(1481917559)

1

Signed and sealed this 9th day of February, 2023

Debrah Knepper
(Witness)

(Witness)

PirTano Construction Company, LLC
(Contractor as Principal)

(Seal)

(Title)

The Hanover Insurance Company
(Surety)

(Seal)

(Title) Paul F. Praxmarer (Attorney-in-Fact)

Init.

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User Notes: (1481917559)

2

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Luke F. Praxmarer, Paul F. Praxmarer, Pramod Venkatesh and/or David Abramson

Of Assured Partners of IL LLC dba Corkill Insurance Agency of Elk Grove Village, IL each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Forty Million and No/100 (\$40,000,000) in any single instance

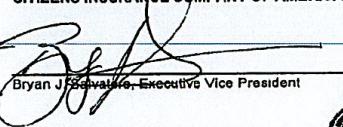
That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as it acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

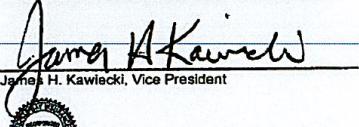
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 7th day of November, 2022.

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


Bryan J. Salvatore, Executive Vice President



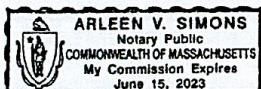
**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


James H. Kwiecki, Vice President



THE COMMONWEALTH OF MASSACHUSETTS)
COUNTY OF WORCESTER)
ss.

On this 7th day of November, 2022 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




 Arleen V. Simons, Notary Public
 My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 22nd day of February 2023.

CERTIFIED COPY

**THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA**


 John A. Rowedder, Vice President

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of Kane

On this **22nd** day of **February, 2023** before me appeared **Paul F. Praxmarer** to me personally known, who being duly sworn, did say that he/she is the aforesaid officer or attorney in fact of **The Hanover Insurance Company**, a corporation: that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by the aforesaid officer (or Attorney-in-Fact), by authority of its Board of Directors; and the aforesaid officer (or Attorney-in-Fact), acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

My Commission Expires:
August 30, 2025

County of **Kane**, State of **Illinois**

Village of Lake Zurich
Utility and Roadway Improvements
201.001617.00

SUBMITTED:

February 23, 2023

Date

(CORPORATE SEAL)

Attest:

Debrah Knepper

Secretary

CONTRACTOR: PirTano Construction Company

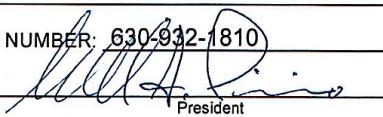
CORPORATE NAME: PirTano Construction Co., LLC

BUSINESS ADDRESS: 1766 Armitage Court

Addison, IL 60101

TELEPHONE NUMBER: 630-932-1810

SIGNED BY:


President

SUBMITTED:

Date

(CORPORATE SEAL)

Attest:

Secretary

OWNER: _____

CORPORATE NAME: _____

BUSINESS ADDRESS: _____

TELEPHONE NUMBER: _____

SIGNED BY:

President

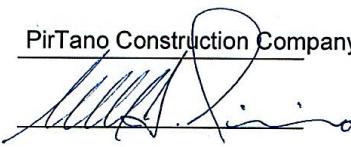
Village of Lake Zurich
Utility and Roadway Improvements
201.001017.00

CERTIFICATE OF COMPLIANCE
WITH ARTICLE 33E OF THE
CRIMINAL CODE OF 1961

The undersigned, Michael D. Piraino, 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.

Date: February 23, 2023

Contractor: PirTano Construction Company

By: 

Attest: Deborah Knepper

Village of Lake Zurich
Utility and Roadway Improvements
201 001017.00

NON-COLLUSION STATEMENT

By submission of this Bid, the undersigned certifies, and in the case of a joint Bid, each party thereto certifies as to his own organization, that in connection with the Bid:

1. The prices in the Bid have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any manner relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the Bid have not knowingly been disclosed by the Bidder, prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
4. He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being Bid but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to Paragraphs 1 through 3, above, and as their agent shall so certify; and shall also certify the he has not participated, and will not participate in any action contrary to Paragraphs 1 through 3 above.

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 23 day of February, 2023

Contractor:

PirTano Construction Company

By (Signature)

Title:

President

Business

Address:

1766 Armitage Court

City/State:

Addison, IL 60101

ATTEST:

Secretary

Debrah Knepper



CONTRACT DOCUMENTS AND SPECIFICATIONS

FOR



At the Heart of Community

BY:
FEB 22 2023
RECORDED

**Utility and Roadway Improvements – Main St, Mionske Dr, & Lake St
AND
Utility Improvements - S Old Rand Road and Main Street
Lake Zurich, Illinois**

Prepared By:



Manhard Consulting
One Overlook Point, Suite 290
Lincolnshire, Illinois 60069
(847) 634 - 5550

Dated: January 13th, 2023