



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

March 4, 2024
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

MARCH 4, 2024
07:00 PM
AGENDA

1. CALL TO ORDER

2. ROLL CALL

Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Mary Beth Euker, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, 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. 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 the Village Board Meeting of February 20, 2024

Attachment: [5a.pdf](#)

B. Approval of Executive Session Minutes from the Village Board Meeting of February 5, 2024

C. Approval of Semi-Monthly Warrant Register Dated March 4, 2024 Totaling \$811,741.68

Attachment: [5c.pdf](#)

D. Resolution Adopting and Acknowledging a Single Tax Rate for All Property within Backup Lake Zurich Special Service Area #20 for the Sanctuary of Lake Zurich (Assign Reso. #2024-03-083)

Summary: On May 1, 2023, Ordinance #2023-05-512 was approved to establish the backup SSA No. 20 for Sanctuary of Lake Zurich. The backup SSA 20 provided for two tax rates enabled by the same ordinance over an assemblage of residential and commercial properties within the Subdivision. While setting up the tax levies in its system, the Lake County Tax Department informed the Village that the Lake County tax system does not allow the same special service area to calculate different tax rates in a single tax year and recommend this be amended to reflect a single tax rate for all properties within SSA 20.

Attachment: [5d.pdf](#)

E. Agreement with One Water Lantern Festival LLC for Paulus Park Community Event on Saturday, May 18, 2024

Summary: The Parks and Recreation Advisory Board met on February 13, 2024 to review this new special event request from an external organization for a Water Lantern Festival on May 18, 2024 from 5 -- 9:30 pm. The approximate number of attendees for this event is 2,000 people to utilize the waterfront and playground pavilion at Paulus Park. The lanterns to be launched in the lake are made from rice paper and wood so they are eco-friendly and the LED candles are reused and recycled. Paulus Park grounds will remain open for public access throughout the duration of this event, which will also include food vendors and live entertainment.

Attachment: [5e.pdf](#)

F. Agreement with Rush Truck for Fire Engine Repair in the Amount Not-to-Exceed \$43,895.51

Summary: Fire engine 212 experienced an engine failure rendering the unit not usable and out of service. The unit is currently used as a backup and is scheduled for replacement in 2027 but a rebuilt engine until then is a prudent option. The requested not-to-exceed amount of \$43,895.51 includes a 10% contingency amount for unanticipated expenses.

Attachment: [5f.pdf](#)

G. Member Contribution to the Special Recreation Association of Central Lake County in the Amount Not-to-Exceed \$119,842

Summary: The Village of Lake Zurich is a member agency of SRACLC, which provides community-based therapeutic recreation programs and services to people of all ages with disabilities or special needs. The 2024 budget includes \$118,000 in the General Fund for this expense.

Attachment: [5g.pdf](#)

H. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Amend Authorized Class-C Convenience Retail Sales Liquor Licenses for 7-Eleven, Inc. #33893 at 600 East Route 22 (Assign Ord. #2024-03-549)

Summary: A new franchisee has taken over operations of the 7-Eleven at the Oakwood Commons Shopping Center and request a Convenience Retail Sales liquor license. This does not increase the number of Class-C liquor licenses issued in Lake Zurich as the previous franchisee also operated the business with a liquor license.

Attachment: [5h.pdf](#)

I. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Increase Authorized Class A-1 Full-Service Restaurant Liquor Licenses for Polka Dot Food, LLC at 83 South Rand Road (Assign Ord. #2024-03-560)

Summary: Polka Dot Food requests a full-service Class A-1 liquor license for the dispensing of alcoholic beverages inside and outside in the patio area of the establishment located within Lakeview Plaza Shopping Center.

Attachment: [5i.pdf](#)

6. NEW BUSINESS

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

A. Ordinance of the Village of Lake Zurich, Lake County, Illinois, Approving a TIF Redevelopment Agreement between the Village of Lake Zurich and The Walton Associates Family Limited Partnership (Assign Ord. #2024-03-561) (Trustee Bobrowski)

Summary: The Walton Associates Family Limited Partnership, doing business as True North Properties, proposes to redevelop and enhance the property at the northeast corner of Main Street and Old Rand Road, a parcel that has been owned by the Village of Lake Zurich since August 2006. An initial courtesy review of this Main Street proposal was conducted by the Village Board on February 5, 2024.

True North Properties is requesting tax-increment-financing assistance to support investment into this property with a minimum of \$1.5 million of enhancements including significant exterior facade improvements and updates to the interior of the three units with full renovations and raised ceilings. The proposed TIF redevelopment agreement formalizes the obligations of the Village and the Developer to facilitate this effort.

True North Properties will purchase the property from the Village for \$200,000 upfront and invest a minimum of \$1.5 million into the property within 24 months of the real estate closing. The total proposed TIF reimbursement is capped at \$100,000, representing approximately 6.7% of the total \$1.5 investment into the community Main Street District.

Recommended Action: A motion to approve Ordinance # 2024-03-561 of the Village of Lake Zurich, Lake County, Illinois, Approving a TIF Redevelopment Agreement between the Village of Lake Zurich and The Walton Associates Family Limited Partnership.

Attachment: [6a.pdf](#)

B. Agreement with PirTano Construction Company for 2024 Infrastructure Improvement Program Investing in Water Main and Roadway Resurfacing in the Amount Not to Exceed \$5,631,182.49 (Trustee Spaccone)

Summary: The Lake Zurich 2024 budget includes \$2.5 million in the Non-Home Rule Sales Tax Fund and \$3.6 million in the Water and Sewer Fund for significant community investments into our local municipal infrastructure. The scope of work this year includes pavement resurfacing, concrete repair, utility repairs, and storm water management improvements in multiple areas of the Village.

Project phases will include the replacement of 1,500 feet of water main on the south side of Route 22, the replacement of 3,500 feet of water main and roadway resurfacing of several streets in the Cedar Creek neighborhood, the replacement of 1,900 feet of water main on the south side of Route 12, and the resurfacing of the entirety of Golfview Road.

A competitive bid opening on February 15, 2024 resulted in five bids received, with the most competitive bid from PirTano Construction Company of Addison, Illinois. The requested not-to-exceed amount includes its base bid of \$4,896,680.43 plus an additional \$734,502.06 for project contingency costs as well as engineering and material testing.

Recommended Action: A motion to approve an Agreement with Pir Tano Construction Company for 2024 Infrastructure Improvement Program Investing in Water Main and Roadway Resurfacing in the Amount Not to Exceed \$5,631,182.49.

7. PRESIDENT'S REPORT / COMMUNITY UPDATE

8. VILLAGE STAFF REPORTS

9. TRUSTEE REPORTS

10. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, March 18, 2024.

11. EXECUTIVE SESSION called for the purpose of:

â€¢ 5 ILCS 120 / 2 (c) (21) review of executive session minutes

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

UNAPPROVED MINUTES
VILLAGE OF LAKE ZURICH

Board of Trustees
70 East Main Street



Board of Trustees
70 East Main Street

Tuesday, February 20, 2024 7:00 p.m.

AGENDA ITEM

54

1. CALL TO ORDER by Mayor Thomas M. Poynton at 7.00pm.
2. ROLL CALL: Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Trustee Mary Beth Euker was absent and excused. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Michael Duebner, Village Atty. Scott Uhler, Finance Dir. Amy Sparkowski, Management Services Dir. Kyle Kordell, Fire Chief Dave Pilgard, Police Chief Steve Husak, Public Works Dir. Mike Brown, H.R. Dir. Doug Gibson, Police and Fire Commissioners Mike Hilt, Marty Bush, John Kelly.
3. PLEDGE OF ALLEGIANCE
4. PRESIDENT'S REPORT / COMMUNITY UPDATE

Proclamation Honoring Officer Denise Bradstreet upon Her Retirement from the Village of Lake Zurich after 24 Years of Public Service read by Mayor Poynton.

Proclamation Honoring Officer Ralph Mitch upon His Retirement from the Village of Lake Zurich after 23 Years of Public Service read by Mayor Poynton.

Oath of Office for Police Officer Christopher Reese was administered by Commissioner Mike Hilt after Chief Husak gave background information on the new officer. Officer Reese's wife, Sarah, pinned her husband.
5. PUBLIC COMMENT

There were none.
6. CONSENT AGENDA
 - A. Approval of Minutes from the Village Board Meeting of February 5, 2024
 - B. Approval of Executive Session Minutes from the Village Board Meeting of January 15, 2024
 - C. Approval of Semi-Monthly Warrant Register Dated February 20, 2024 Totaling \$405, 848.68
 - D. Resolution of the Village of Lake Zurich to Induce the Redevelopment of Certain Property within the Downtown Main Street District Tax Increment Financing Redevelopment Project Area #2 RES. #2024-02-082

Village of Lake Zurich Board of Trustees Regular Meeting. Tuesday February 20th 2024. 2

Summary: The proposed development inducement resolution allows True North Properties to be eligible for future TIF reimbursements related to the acquisition and improvement of underutilized and aged restaurant/retail parcels at the northeast corner of Main Street and Old Rand Road, currently owned by the Village.

E. Resolution Requesting State Permission for Detours Related to Alpine Fest Parade on July 21, 2024 RES. #2024-02-083

Summary: The proposed resolution authorizes a request to the Illinois Department of Transportation to close State Route 22 to facilitate the Lions Club Alpine Fest parade between the hours of 10:30 am to 1:30 pm on July 21, 2024.

F. Ordinance Adopting Division 2.1 of the Illinois Municipal Code and Creating a Code Hearing Unit and Other Actions in Connection Therewith for the Village of Lake Zurich ORD. #2024-02-547

Summary: The proposed ordinance expands options and local authority for non-home rule communities like Lake Zurich with the ability to have a more cost-effective method to pursue local ordinance violations. Adopting Division 2.1 of the Illinois Municipal Code allows the Lake Zurich Hearing Officer to issue final enforceable orders in the same method as a judgement entered by a court. Division 2.1 also allows the imposition of penalties in amounts up to \$50,000, increased from the existing non-home rule limit of \$2,500.

G. Agreement with Filotto Roofing for Roof Replacements and Exterior Improvements to Village Hall and the Paulus Park Chalet and Concession Stand in the Amount Not-to-Exceed \$155,075

Summary: The 2024 Lake Zurich budget includes \$325,000 for exterior projects at these three municipal facilities, as planned in the Village's 20-year Community Investment Plan. A bid opening on February 1, 2024 resulted in six bids received, with Filotto Roofing submitting the most competitive qualified bid package. The requested not-to-exceed amount includes its base bid of \$117,900 and another \$37,175 for construction inspection services and project contingency.

H. Agreement with All American Exterior Solutions for Roof and Windows Replacement at the Community Services Facility in the Amount Not-to-Exceed \$560,200

Summary: The 2024 Lake Zurich budget includes \$600,000 for window and roof replacement at the Community Services Facility at 505 Telser Road, as planned in the Village's 20-year Community Investment Plan. A bid opening on February 1, 2024 resulted in nine bids received, with All American Exterior Solutions submitting the most competitive qualified bid package. The requested not-to-exceed amount includes its base bid of \$438,640 and another \$121,560 for construction inspection services and project contingency.

I. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Increase Authorized Class – A1 Restaurant Full-Service Liquor Licenses for El Vado Mexican Restaurant, Inc. DBA El Vado Mexican Restaurant #2 at 471 South Rand Road Ord. #2024-02-548

Village of Lake Zurich Board of Trustees Regular Meeting. Tuesday February 20th 2024. 3

Summary: El Vado Mexican Restaurant at 471 South Rand Road requests a full-service restaurant Class A1 liquor license for the dispensing of alcoholic beverages inside and in the patio area outside of the establishment.

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

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 1 Trustee Euker.

MOTION CARRIED.

7. **NEW BUSINESS**

None at this time.

8. **TRUSTEE REPORTS**

There were none.

9. **VILLAGE STAFF REPORTS**

Monthly Data Metric Reports

10. **EXECUTIVE SESSION called for the purpose of:**

5 ILCS 120 / 2 (c) (21) review 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 or imminent litigation

Motion was made by Trustee Weider, seconded Trustee Riley, for the purpose of 5 ILCS 120 / 2 (c) (21) review of Executive Session minutes, 5 ILCS 120 / 2 (c) (1) appointment, employment, compensation, discipline, performance or dismissal of specific employees and 5 ILCS 120 / 2 (c) (11) pending or imminent litigation

AYES: 5 Trustees Bobrowski, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 1 Trustee Euker.

MOTION CARRIED.

There was no further business conducted in Open Session.

11. **ADJOURNMENT**

Meeting adjourned at 7.21pm

Respectfully submitted:

Kathleen Johnson

Village Clerk.

Approved by

Mayor Thomas M. Poynton

Date.

VILLAGE OF LAKE ZURICH WARRANT REPORT - 03/04/2024 <u>\$811,741.68</u>					Page 1 of 18
Item #	GL Number	GL Desc	Invoice Description	Amount	
Fund 101 GENERAL					
Dept 00000					
1	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - FEB 2023	462.11	
2	101-00000-25201	BUILDING PERMIT DEPOSITS	PAYMENT REF #PF24-0005 - 83 S RAND RD	264.00	
3	101-00000-25201	BUILDING PERMIT DEPOSITS	PAYMENT REF #PB23-0469 - 1440 BRISTOL TR	113.60	
Total For Dept 00000				839.71	
Dept 12001 VILLAGE ADMIN ADMINISTRATION					
1	101-12001-51652	TRAINING AND MEETINGS	ILCMA WINTER CONFERENCE	290.00	
2	101-12001-51652	TRAINING AND MEETINGS	FINANCIAL FORECAST FORUM	79.00	
3	101-12001-51652	TRAINING AND MEETINGS	COFFEE WITH THE MAYOR	53.70	
4	101-12001-51652	TRAINING AND MEETINGS	LUNCH MEETING - YMCA	47.97	
5	101-12001-53207	PRINTING-STATIONERY/FORM	BUS CARDS - RAUSCHER	33.00	
Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION				503.67	
Dept 13001 FINANCE ADMINISTRATION					
1	101-13001-53208	OFFICE SUPPLIES	RUBBERBANDS, FILE FOLDERS	44.37	
2	101-13001-53208	OFFICE SUPPLIES	COPY PAPER	63.80	
Total For Dept 13001 FINANCE ADMINISTRATION				108.17	
Dept 17001 TECHNOLOGY ADMINISTRATION					
1	101-17001-52111	OTHER PROFESSIONAL SVCS	DOMAIN RENEWAL	23.17	
2	101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE SERVICE - JAN	36.00	
3	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - MAR	2,095.60	
4	101-17001-52111	OTHER PROFESSIONAL SVCS	MS CLOUD SERVICES - JAN	103.26	
5	101-17001-52118	SOFTWARE MAINTENANCE	MSG 2 PDF	137.06	
6	101-17001-52118	SOFTWARE MAINTENANCE	PDF ALTERNATIVE TO ADOBE	114.88	
7	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - FEB/MAR 2024	5,601.32	
8	101-17001-53407	EQUIP MAINT PART&SUPPLIE	12V BATTERIES	129.00	
9	101-17001-56601	CAPITAL LEASE	FIRE & CS - COPIER LEASE	119.50	
Total For Dept 17001 TECHNOLOGY ADMINISTRATION				8,359.79	

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Item #	GL Number	GL Desc	Invoice Description	Amount
Dept 24001 POLICE ADMINISTRATION				
1	101-24001-51652	TRAINING AND MEETINGS	LAKE COUNTY CHIEFS MEETING - TRAINING	84.00
2	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING	100.00
3	101-24001-51652	TRAINING AND MEETINGS	FIRE & POLICE COMMISSION - DINNER	44.66
4	101-24001-51654	MEMBERSHIPS & SUBSCRIP	FBI DUES - HUSAK	125.00
5	101-24001-51654	MEMBERSHIPS & SUBSCRIP	LCCPA DUES - JOHNSON	150.00
6	101-24001-51654	MEMBERSHIPS & SUBSCRIP	LAKE COUNTY CHIEF DUES	75.00
7	101-24001-51655	EMPLOYEE RECOGNITION	MITCH RETIREMENT LUNCHEON - PIZZA	121.21
8	101-24001-51655	EMPLOYEE RECOGNITION	TRAFFIC NAMEPLATES	32.00
9	101-24001-51655	EMPLOYEE RECOGNITION	BRADSTREET RETIREMENT CAKE	56.97
10	101-24001-51655	EMPLOYEE RECOGNITION	BRADSTREET RETIREMENT WATER, PLATES	12.60
11	101-24001-52701	MAINT-BLDGS & GROUNDS	FLAG POLE PARTS	531.30
12	101-24001-52701	MAINT-BLDGS & GROUNDS	RECORDS WINDOW	1,822.00
13	101-24001-53203	TELEPHONE & DATA SVCS	CABLE - PD	63.00
14	101-24001-53209	UNIFORMS	SERVICE WEAPON	936.82
15	101-24001-53211	OTHER SUPPLIES	COFFEE CREAMER, SUGAR, STIR STICKS	105.23
16	101-24001-53211	OTHER SUPPLIES	POW-MIA FLAG	32.99
Total For Dept 24001 POLICE ADMINISTRATION				4,292.78
Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	TRAINING COURSES - SIEBER	200.00
2	101-24210-52111	OTHER PROFESSIONAL SVCS	LOCAL PROSECUTOR FEES - JAN	6,666.67
3	101-24210-53209	UNIFORMS	REIMB: MOLLE PANEL	184.25
4	101-24210-53209	UNIFORMS	NEW OFFICER - DUDEK	1,985.00
5	101-24210-53210	SMALL TOOLS & EQUIP	EXPLORERS, POLYTAC	110.80
6	101-24210-53211	OTHER SUPPLIES	GUN CLEANER	99.99
7	101-24210-53211	OTHER SUPPLIES	TRANSPORT HOOD - SIEBER	215.20
8	101-24210-53211	OTHER SUPPLIES	BALLISTIC SHIELDS	9,015.00
9	101-24210-54305	EMPLOYEE EXAMS	POLICE OFFICER POLYGRAPHS	840.00
Total For Dept 24210 POLICE OPERATIONS				19,316.91
Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-51652	TRAINING AND MEETINGS	TRAINING COURSES - BUTLER	200.00

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Item #	GL Number	GL Desc	Invoice Description	Amount
2	101-24230-52111	OTHER PROFESSIONAL SVCS	APBNET ANNUAL FEE	560.00
3	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE - YEARLY FEE	3,626.00
4	101-24230-53211	OTHER SUPPLIES	EVIDENCE TAPE COCAINE SWABS	333.02
			Total For Dept 24230 POLICE CRIME PREVENTION	<u>4,719.02</u>
			Dept 24240 POLICE INTERGOVERNMENTAL	
1	101-24240-51652	TRAINING AND MEETINGS	ILEAS CONFERENCE - GAFFNEY	175.00
2	101-24240-51652	TRAINING AND MEETINGS	TRAINING COURSES - LONSKI	375.00
			Total For Dept 24240 POLICE INTERGOVERNMENTAL	<u>550.00</u>
			Dept 25001 FIRE ADMINISTRATION	
1	101-25001-51654	MEMBERSHIPS & SUBSCRIP	MEMBERSHIP RENEWAL - 2024	200.00
2	101-25001-51654	MEMBERSHIPS & SUBSCRIP	2024 DUES - PILGARD	50.00
3	101-25001-51654	MEMBERSHIPS & SUBSCRIP	2024 DUES - KELLY	50.00
4	101-25001-51654	MEMBERSHIPS & SUBSCRIP	2024 DUES - CHRISTOPHERSON	50.00
5	101-25001-51654	MEMBERSHIPS & SUBSCRIP	2024 FD EXPLORER POST RENEWAL	500.00
6	101-25001-51655	EMPLOYEE RECOGNITION	RETIREMENT -GRIFFITH, CAKE	66.96
7	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - MAR	1,128.40
8	101-25001-52707	MAINT-OTHER	FITNESS MAINT - REPAIR OF TREADMILL	285.36
9	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - FEB/MAR 2024	2,800.66
10	101-25001-53204	CELL PHONES & PAGERS	ICLOUD 50BG STORAGE - FEB	0.99
11	101-25001-53206	POSTAGE & SHIPPING	SHIPPING CHARGES	16.05
12	101-25001-53209	UNIFORMS	UNIFORM MODIFICATION - MURRAY	180.00
13	101-25001-53209	UNIFORMS	UNIFORM BOOTS	561.65
14	101-25001-53209	UNIFORMS	UNIFORM BOOTS	239.95
15	101-25001-53209	UNIFORMS	SHIRTS - PORTILLO	88.00
16	101-25001-53209	UNIFORMS	SHIRTS, JOB SHIRT, PANTS, BELT, HAT - CORNELL	499.50
17	101-25001-53209	UNIFORMS	HAT - HALL	24.00
18	101-25001-53209	UNIFORMS	JOB SHIRT, TSHIRT, SHORTS - PENKAVA	154.00
19	101-25001-53209	UNIFORMS	HAT, SHIRTS, POLOS, SHIRTS - STAPLETON	311.50
20	101-25001-53209	UNIFORMS	HAT - LUCAS	20.00
21	101-25001-53209	UNIFORMS	SHIRTS - KELLY	90.00
22	101-25001-53209	UNIFORMS	SHIRTS, PANTS, BELT, SHORTS, HATS - MUNOZ	425.00

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Item #	GL Number	GL Desc	Invoice Description	Amount
23	101-25001-53209	UNIFORMS	SHIRTS, PANTS, HAT - JOHNSON	223.00
24	101-25001-53209	UNIFORMS	PANTS, SHIRTS, HAT - HEDQUIST	326.00
25	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE, REHAB SUPPLIES	79.97
26	101-25001-53211	OTHER SUPPLIES	TISSUE	69.76
27	101-25001-53211	OTHER SUPPLIES	DETERGENT, CLEANER, TOWELS	224.87
28	101-25001-56601	CAPITAL LEASE	FIRE & CS - COPIER LEASE	<u>119.50</u>
Total For Dept 25001 FIRE ADMINISTRATION				<u>8,785.12</u>
Dept 25320 FIRE FIRE SUPPRESSION				
1	101-25320-51652	TRAINING AND MEETINGS	STRENGTH & CONDITIONING SESSIONS - JAN	300.00
2	101-25320-53209	UNIFORMS	PASSPORT TAGS	37.00
3	101-25320-53211	OTHER SUPPLIES	TOWELS, TISSUE, REHAB SUPPLIES	25.98
4	101-25320-55254	MACHINERY & EQUIPMENT	FORCEABLE ENTRY DOOR	<u>9,180.00</u>
Total For Dept 25320 FIRE FIRE SUPPRESSION				<u>9,542.98</u>
Dept 25330 FIRE EMS				
1	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	<u>71.52</u>
Total For Dept 25330 FIRE EMS				<u>71.52</u>
Dept 25340 FIRE SPECIAL RESCUE				
1	101-25340-55254	MACHINERY & EQUIPMENT	SWIFT WATER VEST - PILOT KNIFE - SLIDE MOUNTS	1,650.00
2	101-25340-55254	MACHINERY & EQUIPMENT	DUFFEL BAGS, INFALTABLE PFDS, RAIN SUITS	<u>781.70</u>
Total For Dept 25340 FIRE SPECIAL RESCUE				<u>2,431.70</u>
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-52111	OTHER PROFESSIONAL SVCS	PLANNER JOB POSTING ON APA IL	100.00
2	101-28001-52111	OTHER PROFESSIONAL SVCS	PLANNER JOB POSTING ON APA IL	195.00
3	101-28001-52111	OTHER PROFESSIONAL SVCS	JANUARY 2024 BUILDING SERVICES	<u>8,712.10</u>
4	101-28001-53207	PRINTING-STATIONERY/FORM	BUS CARDS - KOVALCIK	<u>33.00</u>
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				<u>9,040.10</u>

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Item #	GL Number	GL Desc	Invoice Description	Amount
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	101-36001-51652	TRAINING AND MEETINGS	APWA LAKE BRANCH AWARDS	130.00
2	101-36001-51652	TRAINING AND MEETINGS	PLOWING LUNCH PW - PIZZA	250.01
3	101-36001-51652	TRAINING AND MEETINGS	HOLIDAY LUNCH PW - PIZZA	264.01
4	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/08	34.68
5	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/15	34.68
6	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/22	34.68
7	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 NATURAL AREAS BID AD #2077841	92.00
8	101-36001-52701	MAINT-BLDGS & GROUNDS	BACKFLOW TESTING - MULTIPLE BLDGS	375.00
9	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - FEB	75.00
10	101-36001-52701	MAINT-BLDGS & GROUNDS	BLIZZARD SNOW REMOVAL FD	1,245.99
11	101-36001-52701	MAINT-BLDGS & GROUNDS	BLIZZARD SNOW REMOVAL PD	1,454.99
12	101-36001-52701	MAINT-BLDGS & GROUNDS	BLIZZARD SNOW REMOVAL VH	3,587.97
13	101-36001-52701	MAINT-BLDGS & GROUNDS	BLIZZARD SNOW REMOVAL BC	1,285.99
14	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 02/08	57.44
15	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 02/15	57.44
16	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 02/22	96.25
17	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - FEB	5,716.85
18	101-36001-52701	MAINT-BLDGS & GROUNDS	ANNUAL SPRINKLER MAINT 505	285.00
19	101-36001-52701	MAINT-BLDGS & GROUNDS	PD RTU 1 REGULATOR	441.61
20	101-36001-52701	MAINT-BLDGS & GROUNDS	PD PEST CONTROL - FEB	93.00
21	101-36001-52702	MAINT-LAWN & LANDSCAPING	2024 TRIMMING	1,454.00
22	101-36001-52702	MAINT-LAWN & LANDSCAPING	2024 TRIMMING	23,536.00
23	101-36001-52704	MAINT-EQUIPMENT	CAMERA REEL REPAIR	384.09
24	101-36001-53206	POSTAGE & SHIPPING	SHIPPING FEES - COMED	33.24
25	101-36001-53206	POSTAGE & SHIPPING	SHIPPING	50.53
26	101-36001-53208	OFFICE SUPPLIES	ROOF TIES	29.17
27	101-36001-53208	OFFICE SUPPLIES	PPE GLOVES COLD SNAP	59.00
28	101-36001-53208	OFFICE SUPPLIES	PACKING WRAP	17.98
29	101-36001-53209	UNIFORMS	BATTERIES	19.98
30	101-36001-53209	UNIFORMS	TELION PPE GLOVES	9.99
31	101-36001-53209	UNIFORMS	PPE EYE PROTECTION	64.44
32	101-36001-53404	RIGHT OF WAY SUPPLIES	BOLLARD BULBS	18.59

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33	101-36001-53404	RIGHT OF WAY SUPPLIES	POWER STRIP	127.00
34	101-36001-53405	BLDG & GROUNDS SUPPLIES	BATTERIES	225.81
35	101-36001-53405	BLDG & GROUNDS SUPPLIES	POWER STRIP	65.96
36	101-36001-53405	BLDG & GROUNDS SUPPLIES	WADDERS	69.95
37	101-36001-53405	BLDG & GROUNDS SUPPLIES	BASES	15.99
38	101-36001-53405	BLDG & GROUNDS SUPPLIES	PD WALLPACK	359.40
39	101-36001-53405	BLDG & GROUNDS SUPPLIES	PLUMBING FITTINGS	99.60
40	101-36001-53405	BLDG & GROUNDS SUPPLIES	PLUMBING FITTINGS	80.83
41	101-36001-53405	BLDG & GROUNDS SUPPLIES	WALLPLATES	5.76
42	101-36001-53405	BLDG & GROUNDS SUPPLIES	FD WINDOW CLOSURE	29.15
43	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 PLUMBING VALVE	22.65
44	101-36001-53405	BLDG & GROUNDS SUPPLIES	SIGNS	91.44
45	101-36001-53407	EQUIP MAINT PART&SUPPLIE	DEICER FITTINGS AND FLOW METER	1,028.77
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				43,511.91

Dept 36420 PUBLIC WORKS PARK MAINTENANCE

1	101-36420-52701	MAINT-BLDGS & GROUNDS	BACKFLOW TESTING - MULTIPLE BLDGS	450.00
2	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - FEB	70.20
3	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - FEB	73.05
4	101-36420-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 02/22	125.36
5	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - FEB	4,837.86
6	101-36420-52701	MAINT-BLDGS & GROUNDS	ANNUAL SPRINKLER MAINT BC	245.00
7	101-36420-52701	MAINT-BLDGS & GROUNDS	ANNUAL SPRINKLER MAINT PD	1,126.48
8	101-36420-52701	MAINT-BLDGS & GROUNDS	BCA A/C 3 AND 4	11,153.00
9	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK GLASS	388.00
10	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	42.12
11	101-36420-53401	CUSTODIAL SUPPLIES	SWEEP COMPOUND	10.25
12	101-36420-53401	CUSTODIAL SUPPLIES	SOAP	35.94
13	101-36420-53405	BLDG & GROUND MAINT SUPP	STORAGE BINS	59.39
14	101-36420-53405	BLDG & GROUND MAINT SUPP	WADDERS	199.98
15	101-36420-53405	BLDG & GROUND MAINT SUPP	BRACKETS	42.99
16	101-36420-53405	BLDG & GROUND MAINT SUPP	BASES	90.58
17	101-36420-53405	BLDG & GROUND MAINT SUPP	FACILITY BATTERIES	179.92

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18	101-36420-53405	BLDG & GROUND MAINT SUPP	FLANGES, CLAMP, GASKET, ADAPTER	121.74
19	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET STAIN	12.59
20	101-36420-53405	BLDG & GROUND MAINT SUPP	BUILDING MAINTENANCE SUPPLIES	235.94
21	101-36420-53405	BLDG & GROUND MAINT SUPP	OLD MILL EPOXY	21.74
22	101-36420-53405	BLDG & GROUND MAINT SUPP	STUDS, SCREWS	39.46
23	101-36420-53405	BLDG & GROUND MAINT SUPP	WAX RINGS	11.96
24	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET STAIN	61.08
25	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET STAIN	32.93
26	101-36420-53405	BLDG & GROUND MAINT SUPP	SPLIT RAIL	85.05
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				19,752.61
Dept 36471 PUBLIC WORKS FLEET SERVICES				
1	101-36471-51654	MEMBERSHIPS & SUBSCRIP	ANNUAL DUES	50.00
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/08	36.63
3	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/15	47.19
4	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/22	36.63
5	101-36471-52703	MAINT-VEHICLES	COMPRESSOR SERVICE	1,795.00
6	101-36471-53209	UNIFORMS	BOOTS - MATHESON	143.04
7	101-36471-53210	SMALL TOOLS & EQUIP	TIRE GAUGE	2.64
8	101-36471-53211	OTHER SUPPLIES	WELDING GAS	229.39
9	101-36471-53211	OTHER SUPPLIES	NUMBERS	5.82
10	101-36471-53211	OTHER SUPPLIES	SPLIT LOOM	39.50
11	101-36471-53406	AUTO PARTS & SUPPLIES	LIGHT BRACKET NEW 432	10.36
12	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PADS	58.19
13	101-36471-53406	AUTO PARTS & SUPPLIES	WIRE SET	182.48
14	101-36471-53406	AUTO PARTS & SUPPLIES	CONTROL PANEL 246	4,822.79
15	101-36471-53406	AUTO PARTS & SUPPLIES	PANEL LIGHT 210	175.85
16	101-36471-53406	AUTO PARTS & SUPPLIES	HEAT EXCHANGER 212	3,124.38
17	101-36471-53406	AUTO PARTS & SUPPLIES	GAUGE	198.32
18	101-36471-53406	AUTO PARTS & SUPPLIES	HOSE DIVIDER	2,663.64
19	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	124.30
20	101-36471-53406	AUTO PARTS & SUPPLIES	FUSE	6.90
21	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PADS	58.99

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22	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE ROTORS	152.74
23	101-36471-53406	AUTO PARTS & SUPPLIES	FUSES	9.43
24	101-36471-53406	AUTO PARTS & SUPPLIES	HOUSING	15.00
25	101-36471-53406	AUTO PARTS & SUPPLIES	LIGHT 327	199.04
26	101-36471-53406	AUTO PARTS & SUPPLIES	AUDIO MODULE 7491	949.76
27	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - BELT RETURNED	(37.85)
28	101-36471-53406	AUTO PARTS & SUPPLIES	SEAT BELT 336	37.85
29	101-36471-53406	AUTO PARTS & SUPPLIES	SEAT BELT 336	55.42
30	101-36471-53406	AUTO PARTS & SUPPLIES	DOOR CHECK 435	11.52
31	101-36471-53407	EQUIP MAINT PART&SUPPLIE	RELAY	39.99
32	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PLOW STAND	38.35
33	101-36471-53407	EQUIP MAINT PART&SUPPLIE	WHEEL CHOCKS	37.53
34	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HOSE	248.79
35	101-36471-53407	EQUIP MAINT PART&SUPPLIE	WIRE CONNECTOR	58.00
36	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	61.17
37	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SWITCH	68.05
38	101-36471-53407	EQUIP MAINT PART&SUPPLIE	NOZZLE END	295.65
39	101-36471-53407	EQUIP MAINT PART&SUPPLIE	ROLLER CHAIN	50.80
40	101-36471-53415	FUELS	DIESEL & FUEL # 1813130 2/16/24	4,076.49
41	101-36471-53415	FUELS	DIESEL & FUEL # 1813129 2/16/24	7,471.93
42	101-36471-53418	LUBRICANTS & FLUIDS	ATF	1,366.53
43	101-36471-53418	LUBRICANTS & FLUIDS	BULK OIL	4,929.75
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				33,947.98

Dept 67001 RECREATION ADMINISTRATION

1	101-67001-51652	TRAINING AND MEETINGS	MEMBERSHIPS & SUBSCRIPTIONS - CAPUTO	325.00
2	101-67001-51654	MEMBERSHIPS & SUBSCRIP	SESAC MUSIC PERFORMANCE LICENSE	581.00
3	101-67001-53207	PRINTING-STATIONERY/FORM	SPRING/SUMMER 2024 BROCHURE PRINTING	7,569.48
4	101-67001-53208	OFFICE SUPPLIES	DESK CALENDAR	9.30
5	101-67001-53208	OFFICE SUPPLIES	BULLETIN BOARD	345.53
6	101-67001-53208	OFFICE SUPPLIES	FILE SORTERS	55.85
7	101-67001-53208	OFFICE SUPPLIES	2-TIERED WOOD LITERATURE WALL	298.94
8	101-67001-53211	OTHER SUPPLIES	STAIN REMOVER, WINDOW CLINGS	23.73

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9	101-67001-53211	OTHER SUPPLIES	VISITOR BADGES	39.89
10	101-67001-53211	OTHER SUPPLIES	MR CLEAN, STEEL WOOL, SCRAPER, KEY	18.98
11	101-67001-53211	OTHER SUPPLIES	SCRAPERS	8.38
12	101-67001-53211	OTHER SUPPLIES	PAINT	489.22
13	101-67001-53211	OTHER SUPPLIES	PAINT	120.62
14	101-67001-53212	PROGRAM SUPPLIES	DESK CALENDAR	24.69
15	101-67001-53212	PROGRAM SUPPLIES	POSTER BOARD	48.97
16	101-67001-53212	PROGRAM SUPPLIES	PICTURES	15.99
Total For Dept 67001 RECREATION ADMINISTRATION				<u>9,975.57</u>
Dept 67920 RECREATION SPECIAL RECREATION				
1	101-67920-52116	SRA PROGRAMS	SRACLIC INCLUSION	<u>6,209.25</u>
Total For Dept 67920 RECREATION SPECIAL RECREATION				<u>6,209.25</u>
Dept 67935 RECREATION DANCE				
1	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	69.00
2	101-67935-52115	RECREATION PROGRAM SERVICE	REFINISH BCA STUDIO FLOOR	900.00
3	101-67935-53211	OTHER SUPPLIES	STORAGE RACKS, HEADBANDS	232.96
4	101-67935-53211	OTHER SUPPLIES	COSTUME RIBBONS	125.12
5	101-67935-53211	OTHER SUPPLIES	STAIN REMOVER, WINDOW CLINGS	90.18
6	101-67935-53211	OTHER SUPPLIES	RETURN - POSTER BOARD	(44.40)
7	101-67935-53211	OTHER SUPPLIES	COSTUMES	208.85
8	101-67935-53211	OTHER SUPPLIES	COSTUMES - DRESSES, PANTS, LEOTARDS	545.71
9	101-67935-53212	PROGRAM SUPPLIES	DESK CALENDAR	54.99
10	101-67935-53212	PROGRAM SUPPLIES	FREEZER BAGS	10.82
11	101-67935-53212	PROGRAM SUPPLIES	GARNMENT RACKS	72.86
12	101-67935-53212	PROGRAM SUPPLIES	RETURN - DANCE STICKERS	(39.98)
Total For Dept 67935 RECREATION DANCE				<u>2,226.11</u>
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53212	PROGRAM SUPPLIES	VALENTINE'S DAY STICKERS	26.62
2	101-67940-53212	PROGRAM SUPPLIES	SPEAKER	69.99

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3	101-67940-53212	PROGRAM SUPPLIES	STICKERS	23.06
		Total For Dept 67940 RECREATION PRESCHOOL		<u>119.67</u>
		Dept 67960 RECREATION CAMPS		
1	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - MAR	275.00
2	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP DEPOSIT	<u>100.00</u>
		Total For Dept 67960 RECREATION CAMPS		<u>375.00</u>
		Dept 67970 RECREATION AQUATICS		
1	101-67970-53211	OTHER SUPPLIES	GARNMENT RACKS	14.95
2	101-67970-53211	OTHER SUPPLIES	JOB FAIR MATLS - HARD CANDY	<u>21.16</u>
		Total For Dept 67970 RECREATION AQUATICS		<u>36.11</u>
		Total For Fund 101 GENERAL		<u>184,715.68</u>
		Fund 202 MOTOR FUEL TAX		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	202-36001-53201	ELECTRICITY	STREETLIGHT ELECTRIC	13,693.75
2	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 SIGN PROGRAM	<u>180.70</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>13,874.45</u>
		Total For Fund 202 MOTOR FUEL TAX		<u>13,874.45</u>
		Fund 207 SPECIAL EVENTS FUND		
		Dept 00000		
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - FEB 2023	2.66
		Total For Dept 00000		<u>2.66</u>
		Dept 67600 RECREATION SPECIAL EVENTS ADMIN		
1	207-67600-53212	PROGRAM SUPPLIES	SPECIAL EVENTS GENERATOR	2,299.00
2	207-67600-53212	PROGRAM SUPPLIES	SPECIAL EVENTS GENERATOR SHIPPING	<u>100.00</u>
		Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN		<u>2,399.00</u>

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Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-53212	PROGRAM SUPPLIES	RTB 2024 TICKETS	876.50
			Total For Dept 67601 RECREATION ROCK THE BLOCK	<u>876.50</u>
Dept 67604 RECREATION FOURTH OF JULY FESTIVAL				
1	207-67604-52111	OTHER PROFESSIONAL SVCS	2024 FIREWORKS	40,000.00
			Total For Dept 67604 RECREATION FOURTH OF JULY FESTIVAL	<u>40,000.00</u>
Dept 67699 RECREATION MISC SPECIAL EVENTS				
1	207-67699-52115	RECREATION PROGRAM SERV	WIDESCREEN DVD - FROZEN	720.00
			Total For Dept 67699 RECREATION MISC SPECIAL EVENTS	<u>720.00</u>
Total For Fund 207 SPECIAL EVENTS FUND				<u>43,998.16</u>
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
1	214-10490-52201	VILLAGE ATTORNEY	TIF LEGAL SERVICES - JANUARY 2024	138.00
2	214-10490-55253	INFRASTRUCTURE IMPROVEMT	INFRASTRUCTURE IMPROVEMENTS	1,620.50
			Total For Dept 10490 GENERAL GOVERNMENT TIF	<u>1,758.50</u>
Total For Fund 214 TIF #2 DOWNTOWN				<u>1,758.50</u>
Fund 227 DISPATCH CENTER				
Dept 00000				
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - FEB 2023	47.34
			Total For Dept 00000	<u>47.34</u>
Dept 24220 POLICE DISPATCH				
1	227-24220-52704	MAINT-EQUIPMENT	SERVICE REPAIR	275.00
2	227-24220-53209	UNIFORMS	LEGEND - TORRES	41.86

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3	227-24220-53209	UNIFORMS	POLO, PANTS - TORRES	112.29
		Total For Dept 24220 POLICE DISPATCH		429.15
		Total For Fund 227 DISPATCH CENTER		476.49

Fund 401 VILLAGE CAPITAL PROJECTS

Dept 36001 PUBLIC WORKS ADMINISTRATION

1	401-36001-55251	LAND IMPROVEMENTS	ROOF TIES	210.00
2	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD NEW BUILD ELECTRICAL SUPPLIES	186.44
3	401-36001-55251	LAND IMPROVEMENTS	ELECTRICAL SUPPLIES BREEZEWALD	883.94
4	401-36001-55251	LAND IMPROVEMENTS	ELECTRIC PANEL FOR BREEZEWALD NEW BUILDING	313.57
5	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD PLUMBING SUPPLIES	23.08
6	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD PLUMBING SUPPLIES	228.85
7	401-36001-55251	LAND IMPROVEMENTS	PLUMBING INSTALLATION BREEZEWALD PARTIAL PYMNT	3,000.00
8	401-36001-55251	LAND IMPROVEMENTS	NAILS, HEX HEADS	67.33
9	401-36001-55251	LAND IMPROVEMENTS	INTERIOR PLUMBING SUPPLIES BREEZEWALD	51.82
10	401-36001-55251	LAND IMPROVEMENTS	INTERIOR ELECTRICAL SUPPLIES BREEZEWALD	81.95
11	401-36001-55251	LAND IMPROVEMENTS	FLANGES	35.08
12	401-36001-55251	LAND IMPROVEMENTS	NAIL STOP	13.60
13	401-36001-55251	LAND IMPROVEMENTS	ICE AND WATER SHIELD ARMOR	179.94
14	401-36001-55251	LAND IMPROVEMENTS	INSULATION MATL'S - BREEZEWALD	402.27
15	401-36001-55251	LAND IMPROVEMENTS	PLUMBING/ELECTRICAL MATERIALS BREEZEWALD	778.93
16	401-36001-55252	BLDG & BLDG IMPROVEMENTS	505 PAINT	28.49
17	401-36001-55252	BLDG & BLDG IMPROVEMENTS	505 PAINT	174.87
18	401-36001-55252	BLDG & BLDG IMPROVEMENTS	505 PAINT	68.51
19	401-36001-55252	BLDG & BLDG IMPROVEMENTS	505 PAINT	59.21
20	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DECALS BEAM	325.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		7,112.88

Dept 36470 PUBLIC WORKS STORM WATER CONTROL

1	401-36470-55253	INFRASTRUCTURE IMPROVEMT	REVIEW FEES	1,200.00
2	401-36470-55253	INFRASTRUCTURE IMPROVEMT	INSPECTION FEES	960.00
3	401-36470-55254	MACHINERY & EQUIPMENT	LOT 42 PUMP	8,416.00

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4	401-36470-55254	MACHINERY & EQUIPMENT	LOT 42 STANDBY PUMP	8,415.00
		Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL		<u>18,991.00</u>
			Total For Fund 401 VILLAGE CAPITAL PROJECTS	<u>26,103.88</u>
Fund 501 WATER & SEWER				
Dept 00000				
1	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 1275 ENSELL RD	17,006.60
2	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 550 ENTERPRISE PKWY	19,344.00
3	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #004183-14 FINAL	137.44
4	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - FEB 2023	51.18
5	501-00000-27102	IEPA LOAN PAYABLE	2008 IEPA LOAN PRINCIPAL	49,987.74
		Total For Dept 00000		<u>86,526.96</u>
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	501-36001-51652	TRAINING AND MEETINGS	HOLIDAY LUNCH PW - PIZZA	264.01
2	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/08	36.51
3	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/15	36.51
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 02/22	36.51
5	501-36001-52118	SOFTWARE MAINTENANCE	SCADA SOFTWARE ANNUAL SUPPORT	2,251.00
6	501-36001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - FEB	159.40
7	501-36001-53208	OFFICE SUPPLIES	SCREEN CLEANER	15.58
8	501-36001-53208	OFFICE SUPPLIES	PENS, NOTEBOOKS, RUBBERBANDS, CLEANER	139.87
9	501-36001-53208	OFFICE SUPPLIES	WOODGRAIN CAPS	12.00
10	501-36001-53209	UNIFORMS	SHIRTS, SWEATSHIRTS	352.00
11	501-36001-56603	INTEREST	2008 IEPA LOAN INTEREST	<u>6,611.92</u>
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>9,915.31</u>
Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	31,101.79
2	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #8	600.43
3	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #12	324.64

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4	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #7	549.40
5	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #9	376.07
6	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #8	2,946.87
7	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,971.53
8	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #9	2,903.03
9	501-36550-55252	BLDG & BLDG IMPROVEMENTS	WATER FILL STATION	499.00
10	501-36550-55256	VEHICLES	WARNING LIGHTS NEW 431	607.32
11	501-36550-55256	VEHICLES	HAND LIGHT NEW 431	221.99
12	501-36550-55256	VEHICLES	LIGHT BRACKET NEW 432	603.20
13	501-36550-55256	VEHICLES	TOOL BOXES NEW 432	2,199.11
14	501-36550-55256	VEHICLES	THIEMAN TT15ETAL-5632-6 LIFTGATE	3,412.00
15	501-36550-55256	VEHICLES	TT-15ET AL 56X32+6 THIEMAN LIFTGATE FY2024	3,412.00
16	501-36550-55256	VEHICLES	SNOW PLOW NEW 431	7,551.00
17	501-36550-55256	VEHICLES	SAFETY INSPECTION	39.00
18	501-36550-55256	VEHICLES	FLOOR MATS NEW 431	146.95
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				60,465.33

Dept 36560 PUBLIC WORKS SEWER SERVICE			
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2024 PRETREATMENT ASSISTANCE
2	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS
3	501-36560-52704	MAINT-EQUIPMENT	CAMERA REEL REPAIR
4	501-36560-52708	MAINT-PUMPS	PUMP REPLACEMENT/BETTY DR LIFT STATION
5	501-36560-53201	ELECTRICITY	ELECTRICITY/SANITARY FLOW CONTROL
6	501-36560-53201	ELECTRICITY	ELECTRICITY VACUUM PRIME STRUCTURES
7	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S,SANITARY PUMP/LIFT STA
8	501-36560-53211	OTHER SUPPLIES	CONFINED SPACE BLOWER PARTS
9	501-36560-53211	OTHER SUPPLIES	CONFINED SPACE MONITOR CALIBRATION GAS
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE			

Total For Fund 501 WATER & SEWER **180,199.75**

Fund 601 MEDICAL INSURANCE
 Dept 10001 GENERAL GOVERNMENT ADMINISTRATION

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Item #	GL Number	GL Desc	Invoice Description	Amount
1	601-10001-52340	MEDICAL ADMIN FEE	FSA PLAN - FEB	120.98
2	601-10001-52340	MEDICAL ADMIN FEE	COBRA PLAN - FEB	108.80
3	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - FEB	262,365.39
			Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	<u>262,595.17</u>
				<u>262,595.17</u>
			Total For Fund 601 MEDICAL INSURANCE	<u>262,595.17</u>
			Fund 603 RISK MANAGEMENT	
			Dept 00000	
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - FEB	1.64
		Total For Dept 00000		<u>1.64</u>
			Dept 12125 RISK EVENT MANAGEMENT	
1	603-12125-53211	OTHER SUPPLIES	KITCHEN SINK, FAUCET, CABINETS, FLOORING, TILE	2,487.63
		Total For Dept 12125 RISK EVENT MANAGEMENT		<u>2,487.63</u>
			Total For Fund 603 RISK MANAGEMENT	<u>2,489.27</u>
			Fund 615 EQUIPMENT REPLACEMENT	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	615-36001-55261	VEHICLES - POLICE	DECALS 121	525.00
2	615-36001-55263	VEHICLES - PUBLIC WORKS	THIEMAN TT15ETAL-5632-6 LIFTGATE	3,412.00
3	615-36001-55263	VEHICLES - PUBLIC WORKS	SHOCK KIT	406.50
4	615-36001-55263	VEHICLES - PUBLIC WORKS	PLOW DEFLECTOR	760.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>5,103.50</u>
			Total For Fund 615 EQUIPMENT REPLACEMENT	<u>5,103.50</u>
			Fund 710 PERFORMANCE ESCROW	
			Dept 00000	
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0003 - 388 FAIRWAY RD	105.00

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Item #	GL Number	GL Desc	Invoice Description	Amount
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0220 - 1025 PETERS CT	105.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0531 - 1170 TRACIE DR	105.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0016 - 320 WATERFORD DR	500.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0145 - 1108 BERKSHIRE LN	105.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0022 - 740 COLUMBINE	500.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0173 - 1 N RAND RD	105.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0048 - 207 PARKWAY AVE	105.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0185 - 1440 BRISTOL TRL	105.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0011 - 1180 THORNDALE	500.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0498 - 500 ELA RD	155.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0492 - 500 ELA RD	105.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0051 - 1 N RAND RD	105.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0172 - 1 N RAND RD	105.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD22-0673 - 430 TELSER RD	105.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0361 - 1232 BERKSHIRE	105.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0443 - 8 HOLLYCOURT TER	105.00
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0043 - 1050 S OLD RAND	250.00
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0068 - 577 S COUNTRY RID	105.00
20	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0126 - 590 IVY CT	105.00
21	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0171 - 1545 CORAL REEF	105.00
22	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0523 - 16 BUTTERFIELD RD	105.00
23	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0533 - 758 EDELWEISS DR	105.00
24	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0176 - 532 W RT 22	105.00
25	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0012 - 1320 THORNDALE LN	500.00
26	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0101 - 466 CROMWELL CT	105.00
27	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0100 - 510 RED BRIDGE RD	105.00
28	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0499 - 95 E MAIN ST	510.00
29	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0529 - 575 CORTLAND DR	105.00
30	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0055 - 191 N PLEASANT	105.00
31	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0020 - 1066 MEMORY LN	105.00
32	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0004 - 1159 STANTON RD	105.00
33	710-00000-25202	OCCUPANCY PERMIT DEPOSITS	BOND REF #BBD24-0027 - 81 E MAIN ST	1,000.00
34	710-00000-25202	OCCUPANCY PERMIT DEPOSITS	BOND REF #BOD23-0012 - 430 TELSER RD	5,100.00

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Item #	GL Number	GL Desc	Invoice Description	Amount
35	710-00000-25502	PEG CABLE FEES	PEG CHANNEL CONFIGURATION FILES	2.99
36	710-00000-25502	PEG CABLE FEES	COMBINED INTERNET - FEB/MAR 2024	933.56
37	710-00000-25502	PEG CABLE FEES	UTILITY SOFTWARE SUBSCRIPTION	29.99
		Total For Dept 00000		<u>12,606.54</u>
			Total For Fund 710 PERFORMANCE ESCROW	<u>12,606.54</u>
Fund 720 PAYROLL CLEARING				
Dept 00000				
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - JAN	54,195.92
2	720-00000-22301	DENTAL / VISION BENEFITS	VISION INSURANCE - FEB	2,228.91
3	720-00000-22301	DENTAL / VISION BENEFITS	DENTAL INSURANCE - FEB	12,747.68
4	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - JAN	6,427.90
5	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - FEB	2,219.88
		Total For Dept 00000		<u>77,820.29</u>
			Total For Fund 720 PAYROLL CLEARING	<u>77,820.29</u>

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<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
			Fund 101 GENERAL	184,715.68
			Fund 202 MOTOR FUEL TAX	13,874.45
			Fund 207 SPECIAL EVENTS FUND	43,998.16
			Fund 214 TIF #2 DOWNTOWN	1,758.50
			Fund 227 DISPATCH CENTER	476.49
			Fund 401 VILLAGE CAPITAL PROJECTS	26,103.88
			Fund 501 WATER & SEWER	180,199.75
			Fund 601 MEDICAL INSURANCE	262,595.17
			Fund 603 RISK MANAGEMENT	2,489.27
PRIOR YEAR 2023	\$	8,729.58	Fund 615 EQUIPMENT REPLACEMENT	5,103.50
CURRENT YEAR 2024	\$	803,012.10	Fund 710 PERFORMANCE ESCROW	12,606.54
			Fund 720 PAYROLL CLEARING	77,820.29
		<u>\$ 811,741.68</u>		<u>\$ 811,741.68</u>



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

AGENDA ITEM

5-1-D

MEMORANDUM

Date: March 4, 2024

To: Ray Keller, Village Manager

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor

**Re: Resolution Adopting and Acknowledging a Single Tax Rate for all Property
Within Backup Special Service Area No. 20
Sanctuary of Lake Zurich**

Issue: Resolution Adopting and Acknowledging a Single Tax Rate for all Property within Backup Special Service Area No. 20 enabled by Ordinance No. 2023-05-512, located within the Sanctuary of Lake Zurich (the “Subject Property”). No levy of taxes is proposed at this time.

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

- Expand the Village’s role as a major regional economic hub in Lake County
- Continue Route 12 (Rand Road) Corridor Development
- Become more business friendly and customer oriented.

Background: On May 1, 2023, Ordinance No. 2023-05-512 was approved to establish the backup SSA No. 20 for Sanctuary of Lake Zurich. The backup SSA 20 provided for 2 tax rates enabled by the same ordinance over an assemblage of residential and commercial properties within the Subdivision. The tax rate for the residential properties was established at \$0.847 per \$100.00 of EAV and the tax rate for the commercial property was established at \$2.874 per \$100.00 of EAV of the property.

However, while setting up the tax levies in their system, the Lake County Tax Department informed the Village that the Lake County tax system does not allow the same special service area to calculate different tax rates in a single tax year, and recommended that Ordinance No. 2023-05-512 be amended to reflect a single tax rate for all properties being considered within Special Service Area Number 20.

Backup Special Service Area No. 20 – Sanctuary of Lake Zurich – Resolution
March 4, 2024

Analysis: To address this issue, the Village recommended to the County Tax department that all property within the subdivision be eventually assessed using the rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation – the lower of the two rates.

This would not require an amendment to the ordinance establishing the special service area, as long as the Village never attempts to levy separate amounts for the commercial and residential portions of the special service area. Rather, staff recommended that the Village Board pass a resolution acknowledging and adopting this approach. If the Village ever levies a tax under the SSA Ordinance, the tax would be levied at a uniform rate that is consistent with the lower rate.

Since the SSA is set up as a backup (dormant) SSA and no tax is being levied on any property at this time, the Village is comfortable with reducing the maximum tax levy rate for the commercial parcel to the same maximum tax levy rate as the residential parcels (\$0.847 per \$100.00 of equalized assessed valuation of property), thereby unifying all properties under a single tax levy rate.

Lake County Tax department has confirmed that this approach is suitable to allow them to proceed with the setup of the backup (dormant) SSA.

Because taxes will not be levied until the Village actually takes action to remedy the HOA's or owner's obligations and expends funds for the implementation of these Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year. The line item for the SSA will therefore show up on a property owner's tax bill with a tax rate of zero.

Finally, in the future, if the Village is required to take action to remedy the HOA's or property owner's obligations and expend funds for the implementation of the Special Services within the subdivision, an appropriation ordinance will need to be adopted for those items to be financed out of the annual tax levy, and be published and considered through a separate public hearing of the Village Board.

Recommendation: Staff recommends that the Village Board pass a Resolution acknowledging and adopting the approach to assess all properties within the Subdivision at a single tax rate - a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation.

Attachments:

- Resolution adopting and acknowledging a single tax rate
- Original Ordinance establishing backup SSA No. 20

• Page 2

VILLAGE OF LAKE ZURICH

RESOLUTION NO. 2024-03-_____



A RESOLUTION
ADOPTING AND ACKNOWLEDGING A SINGLE TAX RATE FOR ALL
PROPERTY WITHIN BACKUP LAKE ZURICH SPECIAL SERVICE AREA #20
(Sanctuary of Lake Zurich)

WHEREAS, the Village of Lake Zurich Special Service Area Number 20 (hereinafter referred to as "SSA #20") was established through Ordinance No. 2023-05-512 by the Lake Zurich Village Board on May 1, 2023, after considering a proposal and data presented at a public hearing on February 21, 2023, through Ordinance No 2023-02-501, and having received no objection to such SSA #20; and

WHEREAS, the area hereinafter described is commonly referred to as the Sanctuary of Lake Zurich (the "Subject Property"), is compact and contiguous, lies within and is approved as a Planned Unit Development (PUD) for a Townhouse (single-family attached) development within the R-6 multiple-family residential district and a commercial restaurant development within the B-1 local and community business district, in the Village of Lake Zurich (the "Village"); and

WHEREAS, SSA #20 was established for the purpose of maintaining, repairing, reconstructing and/or replacing certain improvements within the Subject Property including but not limited to the following – wetland areas, lakefront beaches, lakefront shoreline, underground detention and vortex, storm sewer maintenance, and special projects including retaining walls and private roadways (hereinafter referred to as the "Improvements"); and

WHEREAS, Ordinance No. 2023-05-512 established the following two (2) tax levies of direct annual taxes described as follows:

- A tax levy at a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation of such property; for properties designated as "Residential Townhouse Properties," "Common open space around Residential Townhouse Properties including the lake shore and lake bottom property" and "Common Building Areas – Sprinkler/Meter Rooms"

- A tax levy at a rate not to exceed \$2.874 per \$100.00 of equalized assessed valuation of such property; for property designated as "Restaurant Property"

WHEREAS, the Village determined that since taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services described in Ordinance No. 2023-05-512, it is unknown as to the actual amount of the taxes that will be levied for the initial year, if any, within SSA #20; and

WHEREAS, the Village has been made aware by the Lake County Tax Department that the Lake County tax system does not allow the same special service area to calculate different tax rates in a single tax year: and

WHEREAS, the Village has recommended that all property within the subdivision be assessed using a single rate, such rate being the lower of the two established rates; and

WHEREAS, Lake County Tax department has confirmed that this approach is suitable to allow them to proceed with the setup of the backup (dormant) special service area.

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

SECTION 1: AUTHORITY. SSA #20 is authorized pursuant to the provisions of Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

A. SSA #20 shall establish the levy of annualized taxes only for the following described property:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

Residential Townhouse Properties
Building A (Lot 2)

<i>PIN</i>	14-18-403-100
<i>Common Street Address:</i>	40 Natalie Lane 42 Natalie Lane 44 Natalie Lane 46 Natalie Lane 48 Natalie Lane 50 Natalie Lane 52 Natalie Lane 54 Natalie Lane 56 Natalie Lane - Common Building Areas – Sprinkler/Meter Room

Building B (Lot 3)

<i>PIN</i>	14-18-403-101
<i>Common Street Address:</i>	18 Natalie Lane - Common Building Areas – Sprinkler/Meter Room 20 Natalie Lane 22 Natalie Lane 24 Natalie Lane 26 Natalie Lane 28 Natalie Lane 30 Natalie Lane 32 Natalie Lane 34 Natalie Lane

Building C (Lot 4)

<i>PIN</i>	14-18-403-102
<i>Common Street Address:</i>	2 Golden Sunset Drive 4 Golden Sunset Drive 6 Golden Sunset Drive 8 Golden Sunset Drive 10 Golden Sunset Drive 12 Golden Sunset Drive 14 Golden Sunset Drive 16 Golden Sunset Drive - Common Building Areas – Sprinkler/Meter Room

Common open space around Residential Townhouse Properties including the lake shore and lake bottom property

<i>PIN</i>	14-18-400-008 – Lake bottom property 14-18-403-099 – Outlot A 14-18-403-103 – Outlot B
<i>Common Street Address:</i>	60 Natalie Lane

Commercial Restaurant Property (Lot 1)

<i>PIN</i>	14-18-403-098
<i>Common Street Address:</i>	350 North Rand Road

Street Location: The Southeast Corner of North Rand Road and North Old Rand Road, Lake Zurich, Illinois.

(hereinafter the “Subject Property”). An accurate map of the Subject Property is attached hereto as Exhibit 2, and made part hereof.

B. In the event that the Village is required to expend funds relative to Special Services as described in Ordinance No. 2023-05-512, the Village shall levy a direct annual tax as follows:

- A tax levy at a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation of all such property as described in Section 1.A of this Resolution

in SSA #20, for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as the Improvements, as referenced in Ordinance No. 2023-05-512 exist. As taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year, if any, within SSA #20; however, any such initial tax levy shall not exceed the maximum tax rate as set forth above. Said tax is to be levied upon all taxable property within the proposed SSA #20 and shall be in addition to all other taxes provided by law.

C. Existing Ordinance No. 2023-05-512. The terms and provisions of the Existing Ordinance No. 2023-05-512 shall remain in full force and effect but only to the extent that those provisions of the Existing Ordinance are not in conflict herewith. All provisions, terms and conditions of the Existing Ordinance No. 2023-05-512 that are in conflict herewith are hereby repealed to the extent of such conflict.

PASSED by a roll call vote of the Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, at a Regular Meeting thereof, held on the _____ day of March ___, 2024, and approved by me as Village President, and attested by the Village Clerk, on the same day.

Village President

ATTEST:

Village Clerk

Exhibit 1

Ordinance No. 2023-05-512, approved on May 1, 2023 entitled
“AN ORDINANCE ESTABLISHING VILLAGE OF
LAKE ZURICH SPECIAL SERVICE AREA NUMBER 20”

Exhibit 2

Map of Village of Lake Zurich Special Service Area Number 20
Depicting areas subject to this Resolution

PAMPHLET

FRONT OF PAMPHLET



Image# 063114980017 Type: ORD
Recorded: 05/10/2023 at 02:37:18 PM
Receipt#: 2023-00019394
Page 1 of 17
Fees: \$50.00
Lake County IL
Anthony Vega Lake County Clerk
File 7972545



ORDINANCE #2023-05-512

**AN ORDINANCE ESTABLISHING VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20.**

Published in pamphlet form this May 5th, 2023 by Order of the Corporate Authorities
of the Village of Lake Zurich, Lake County, Illinois.

17 Jn

STATE OF ILLINOIS)
) SS.
COUNTY OF LAKE)

CERTIFICATE

I, KATHLEEN JOHNSON, certify that I am the duly elected Village Clerk of the Village of Lake Zurich, Lake County, Illinois.

I DO HEREBY CERTIFY that as such Village Clerk I am keeper of Ordinances, Resolutions, Minutes, Entries, Orders, Books, Papers, Records and Seal of said Village.

I DO HEREBY CERTIFY that the attached is a true and correct copy of:

ORDINANCE #2023-05-512

**AN ORDINANCE ESTABLISHING VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20**

WITNESS my Hand and Corporate Seal of said Village of Lake Zurich, Illinois, this day, May 3rd 2023.

Kathleen Johnson
Kathleen Johnson
Village Clerk

(SEAL)



VILLAGE OF LAKE ZURICH



ORDINANCE No. 2023-05-512

AN ORDINANCE ESTABLISHING VILLAGE OF
LAKE ZURICH SPECIAL SERVICE AREA NUMBER 20

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

SECTION 1: AUTHORITY. Special Service Area Number 20 is established pursuant to the provisions of Article VII, Section 7 of the Constitution of the State of Illinois, and pursuant to the provisions of the Special Service Area Tax Law, 35 ILCS 200/27-5 *et seq.*

SECTION 2: FINDINGS. The Village Board finds:

- A. The question of the establishment of the area hereinafter described as a special service area was considered by the President and Board of Trustees (hereinafter the "Village Board") pursuant to Ordinance No 2023-02-501 entitled: "An Ordinance Proposing the Establishment of a Special Service Area Number 20 in the Village of Lake Zurich, and Providing for a Public Hearing and Other Procedures in Connection Therewith," adopted February 21, 2023, and was considered pursuant to a hearing held on February 21, 2023 by the Village Board pursuant to a Newspaper Notice duly published in *the Daily Herald*, a newspaper published in the Village of Lake Zurich (hereinafter the "Village"), at least fifteen (15) days prior to the hearing, and pursuant to Personal Notice by mail addressed to the person or persons in whose name the general taxes for the last preceding year were paid on each lot, block, tract or parcel of land lying within the special service area. Said Personal Notice by mail was given by depositing said Personal Notice in the United States mail not less than ten (10) days prior to the time set for the public hearing. A Certificate of Publication of said Newspaper Notice and an Affidavit of Mailing of said Personal Notice are attached to this Ordinance as Exhibit 1 and Exhibit 2, respectively, and made part hereof. Said Newspaper Notice and Personal Notice conformed in all respects to the requirements of Section 27-25 of the Special Service Area Tax Law (35 ILCS 200/27-25).
- B. That a public hearing on the question set forth in the Newspaper Notice and Personal Notice was held on February 21, 2023. All interested persons were given an opportunity to be heard on the question of the creation of the special service

area, and the levy of an annual tax to pay for the proposed Special Services (as defined in Section 4 below), as set forth in the Newspaper Notice and Personal Notice. The public hearing was opened on February 21, 2023, and there was final adjournment thereof on February 21, 2023, as part of the regular Lake Zurich Village Board meeting on said date.

- C. That after considering the data, as presented at the public hearing, the Village Board finds that it is in the public interest and in the interest of the Village of Lake Zurich Special Service Area Number 20 that said special service area, as hereinafter described, be established.
- D. That the area hereinafter described is compact and contiguous, and said area lies within and is approved as a Planned Unit Development (PUD) for a Townhouse (single-family attached) development within the R-6 multiple-family residential district and a commercial restaurant development within the B-1 local and community business district, in the Village of Lake Zurich (the "Village").
- E. It is in the best interest of said special service area that the furnishing of the municipal services proposed be considered for the common interests of said area.
- F. That the area hereinafter described will benefit specifically from the municipal services to be provided, and that the proposed municipal services are unique and in addition to municipal services provided to the Village as a whole, and it is, therefore, in the best interests of the Village that the expenditure of funds by the Village, and the levy of special taxes against said area, for the services to be provided, be considered.

SECTION 3: VILLAGE OF LAKE ZURICH SPECIAL SERVICE AREA NUMBER 20 ESTABLISHED.

- A. A special service area to be known and designated as "Village of Lake Zurich Special Service Area Number 20" (hereinafter "Special Service Area Number 20") is hereby established and shall consist of the following-described territory:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

**Residential Townhouse Properties
Building A (Lot 2)**

<i>PIN</i>	14-18-403-100
<i>Common Street Address:</i>	40 Natalie Lane
	42 Natalie Lane
	44 Natalie Lane
	46 Natalie Lane
	48 Natalie Lane

	50 Natalie Lane 52 Natalie Lane 54 Natalie Lane 56 Natalie Lane - Common Building Areas – Sprinkler/Meter Room
--	---

Building B (Lot 3)

<i>PIN</i>	14-18-403-101
<i>Common Street Address:</i>	18 Natalie Lane - Common Building Areas – Sprinkler/Meter Room 20 Natalie Lane 22 Natalie Lane 24 Natalie Lane 26 Natalie Lane 28 Natalie Lane 30 Natalie Lane 32 Natalie Lane 34 Natalie Lane

Building C (Lot 4)

<i>PIN</i>	14-18-403-102
<i>Common Street Address:</i>	2 Golden Sunset Drive 4 Golden Sunset Drive 6 Golden Sunset Drive 8 Golden Sunset Drive 10 Golden Sunset Drive 12 Golden Sunset Drive 14 Golden Sunset Drive 16 Golden Sunset Drive - Common Building Areas – Sprinkler/Meter Room

Common open space around Residential Townhouse Properties including the lake shore and lake bottom property

<i>PIN</i>	14-18-400-008 – Lake bottom property 14-18-403-099 – Outlot A 14-18-403-103 – Outlot B
<i>Common Street Address:</i>	60 Natalie Lane

Restaurant Property (Lot 1)

<i>PIN</i>	14-18-403-098
<i>Common Street Address:</i>	350 North Rand Road

Street Location: The Southeast Corner of North Rand Road and North Old Rand Road, Lake Zurich, Illinois.

(hereinafter the "Subject Property"). An accurate map of the Subject Property is attached hereto as Exhibit 3, and made part hereof.

SECTION 4: PURPOSE OF THE AREA.

A. That the special services to be provided by the Village shall consist of the maintenance, repair, reconstruction and/or replacement of certain improvements within the Subject Property including but not limited to the following – wetland areas, lakefront beaches, lakefront shoreline, underground detention and vortex, storm sewer maintenance, and special projects including retaining walls and private roadways (hereinafter referred to as the "Improvements") located within the Sanctuary of Lake Zurich Subdivision (the "Subdivision") in the event that the owners of Residential Townhouse Properties, Common open space around said Residential Townhouse Properties including the lake shore and lake bottom property and Common Building Areas – Sprinkler/Meter Rooms,; and the "Restaurant Property," or interests in the area as provided and required by:

- (i) The Development Agreement entitled "An Agreement By And Between The Village of Lake Zurich and LZ Development Group LLC, Relating to the Development of Sanctuary of Lake Zurich Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*, approved by Ordinance No. 2021-07-422 on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895544;
- (ii) Village Ordinance No. 2021-07-421 Granting Approval of a Planned Unit Development (PUD), Amendment to the Official Zoning Map, Subdivision Plat, Development Concept and Final Plan, Special Use Permits and Modifications to the Zoning and Land Development Code for a Mixed-Use Subdivision (*300 North Rand Road/881 North Old Rand Road and 320 North Rand Road*) approved on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on April 11, 2022 as document number 7895543.
- (iii) The Plat of Subdivision for The Sanctuary of Lake Zurich, being a Subdivision in part of the southeast quarter of Section 18, Township 43 north, Range 10, east of the Third Principal Meridian, in Lake County, Illinois, approved by the Village on the 19th day of July, 2021, and recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523; and

(hereinafter the "Special Services"), within said Special Service Area Number 20.

In the event that the Village is required to expend funds relative to said Special Services, the Village shall levy a direct annual tax as follows:

- For properties designated as "Residential Townhouse Properties," "Common open space around Residential Townhouse Properties including the lake shore and lake bottom property" and "Common Building Areas – Sprinkler/Meter Rooms":
A tax levy at a rate not to exceed \$0.847 per \$100.00 of equalized assessed valuation of such property;
- For property designated as "Restaurant Property"
A tax levy at a rate not to exceed \$2.874 per \$100.00 of equalized assessed valuation of such property.

in Special Service Area Number 20, for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as the stormwater management improvements and/or roadway improvements, as referenced above, exist, will be considered at the public hearing. As taxes will not be levied until such time, if any, as the Village actually expends funds for said Special Services, it is currently unknown as to the actual amount of the taxes that will be levied for the initial year, if any, for which taxes will be levied within Special Service Area Number 20; however, any such initial tax levy shall not exceed the maximum tax rate as set forth above. Said tax is to be levied upon all taxable property within the proposed Special Service Area Number 20 and shall be in addition to all other taxes provided by law.

SECTION 5: EFFECTIVE DATE.

The Village is in receipt of a "Waiver of Right to File an Objection Petition Opposing the Creation of Village of Lake Zurich Special Service Area Number 20 (A copy of which is attached hereto as Exhibit 4 and made part hereof. As such, and as there are no electors residing within the Subject Property, and as Owner is the sole owner of the Subject Property, this Ordinance shall be in full force and effect from and after its adoption, approval and publication in pamphlet form as required by law. The Village Clerk is hereby directed and ordered to file a certified copy of this Ordinance with the Lake County Clerk, and record a certified copy of this Ordinance with the Lake County Recorder's Office, within sixty (60) days of the effective date hereof.

PASSED by a roll call vote of the Board of Trustees of the Village of Lake Zurich, Lake County, Illinois, at a Regular Meeting thereof, held on the 1st day of May, 2023, and approved by me as Village President, and attested by the Village Clerk, on the same day.

AYES: *b* Trustees Bobrowski, Euker, Riley, Spancure, Sugrue, Wieder.
NAYS: *d*
ABSENT: *d*

M. Poynter
Village President

Karen Johnson
Village Clerk



Exhibit 1

Certificate of Publication of Newspaper Notice

NOTICE OF PUBLIC HEARING
VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20
NOTICE IS HEREBY GIVEN that on February 21, 2023, at 7:00 p.m. In the Lake Zurich Village Hall Board Room, 70 East Main Street, Lake Zurich, Illinois, a public hearing will be held by the Board of Trustees of the Village of Lake Zurich to consider forming a special service area consisting of the following described property:
The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southwest Quarter of Section 10, Township 42 North, Range 1 West, in the Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 236522.
The lots in the subdivision are Lot 2, 3, 4 and Outlots A and B (herein referred to as the "Residential Townhouse Properties") addressed as follows:

2 Golden Sunset Drive	20 Natalie Lane	41 Natalie Lane
4 Golden Sunset Drive	22 Natalie Lane	42 Natalie Lane
6 Golden Sunset Drive	24 Natalie Lane	44 Natalie Lane
8 Golden Sunset Drive	26 Natalie Lane	46 Natalie Lane
10 Golden Sunset Drive	28 Natalie Lane	48 Natalie Lane
12 Golden Sunset Drive	30 Natalie Lane	50 Natalie Lane
14 Golden Sunset Drive	32 Natalie Lane	52 Natalie Lane
16 Golden Sunset Drive	34 Natalie Lane	54 Natalie Lane
Common open spaces around Residential Townhouse Properties including the lake shore and lake bottom property.		60 Natalie Lane

Common Building Areas - 16 Golden Sunset Drive
Sprinkler/Meter Rooms - 18 Natalie Lane
56 Natalie Lane

CERTIFICATE OF PUBLICATION

Paddock Publications, Inc.

Lake County
Daily Herald

Corporation organized and existing under and by virtue of the laws of the State of Illinois, DOES HEREBY CERTIFY that it is the publisher of the **Lake County DAILY HERALD**. That said **Lake County DAILY HERALD** is a secular newspaper, published in Libertyville and has been circulated daily in the Village(s) of:

Antioch, Bannockburn, Deerfield, Fox Lake, Fox River Grove, Gages, Lake, Grandwood Park, Grayslake, Green Oaks, Gurnee, Hainesville, Hawthorn Woods, Highland Park, Highwood, Indian Creek, Ingleside, Island Lake, Kildeer, Lake Barrington, Lake Bluff, Lake Forest, Lake Villa, Lake Zurich, Lakemoor, Libertyville, Lincolnshire, Lindenhurst, Long Grove, Long Lake, Mundelein, North Barrington, Prairie View, Riverwoods, Round Lake, Round Lake Beach, Round Lake Park, Third Lake, Vernon Hills, Volo, Wadsworth, Waukegan, Wauconda, Wildwood

County(ies) of Lake
 and State of Illinois, continuously for more than one year prior to the date of the first publication of the notice hereinafter referred to and is of general circulation throughout said Village(s), County(ies) and State.

I further certify that the **Lake County DAILY HERALD** is a newspaper as defined in "an Act to revise the law in relation to notices" as amended in 1992 Illinois Compiled Statutes, Chapter 715, Act 5, Section 1 and 5. That a notice of which the annexed printed slip is a true copy, was published 02/01/2023 in said **Lake County DAILY HERALD**.

IN WITNESS WHEREOF, the undersigned, the said PADDICK PUBLICATIONS, Inc., has caused this certificate to be signed by, this authorized agent, at Arlington Heights, Illinois.

PADDICK PUBLICATIONS, INC.
 DAILY HERALD NEWSPAPERS

BY Deana Baetz
 Designee of the Publisher and Officer of the Daily Herald

Control # 4594784

Exhibit 2

Affidavit of Mailing of Personal Notice



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

February 1, 2023

RE: Sanctuary of Lake Zurich Backup SSA #20 Public Hearing Notices

The attached notice for public hearing is sent to the following recipients:
(includes all the property owners in the proposed SSA and to persons who paid the property taxes for the preceding year)

LZ DEVELOPMENT GROUP LLC
ROMEO KAPUDIJA
601 DUNDEE AVE
EAST DUNDEE , IL 60118

HOLMES LAKE PROPERTIES, LLC
TIMOTHY T ANDREWS
3000 GARLAND LN #3463
BARRINGTON , IL 60010

KAPITAL INVESTMENTS, LLC
ROMEO KAPUDIJA
601 DUNDEE AVE
EAST DUNDEE , IL 60118

For questions or comments, please contact:

Sarosh B. Saher, AICP
Community Development Director
Village of Lake Zurich
505 Telser Road, Lake Zurich, IL 60047
sarosh.saher@lakezurich.org
Direct: 847-540-1754

A handwritten signature in black ink, appearing to read "Sarosh Saher".

Sarosh Saher
Community Development Director

Copy to: File

Exhibit 3

Map of Village of Lake Zurich Special Service Area Number 20

Lake County, Illinois

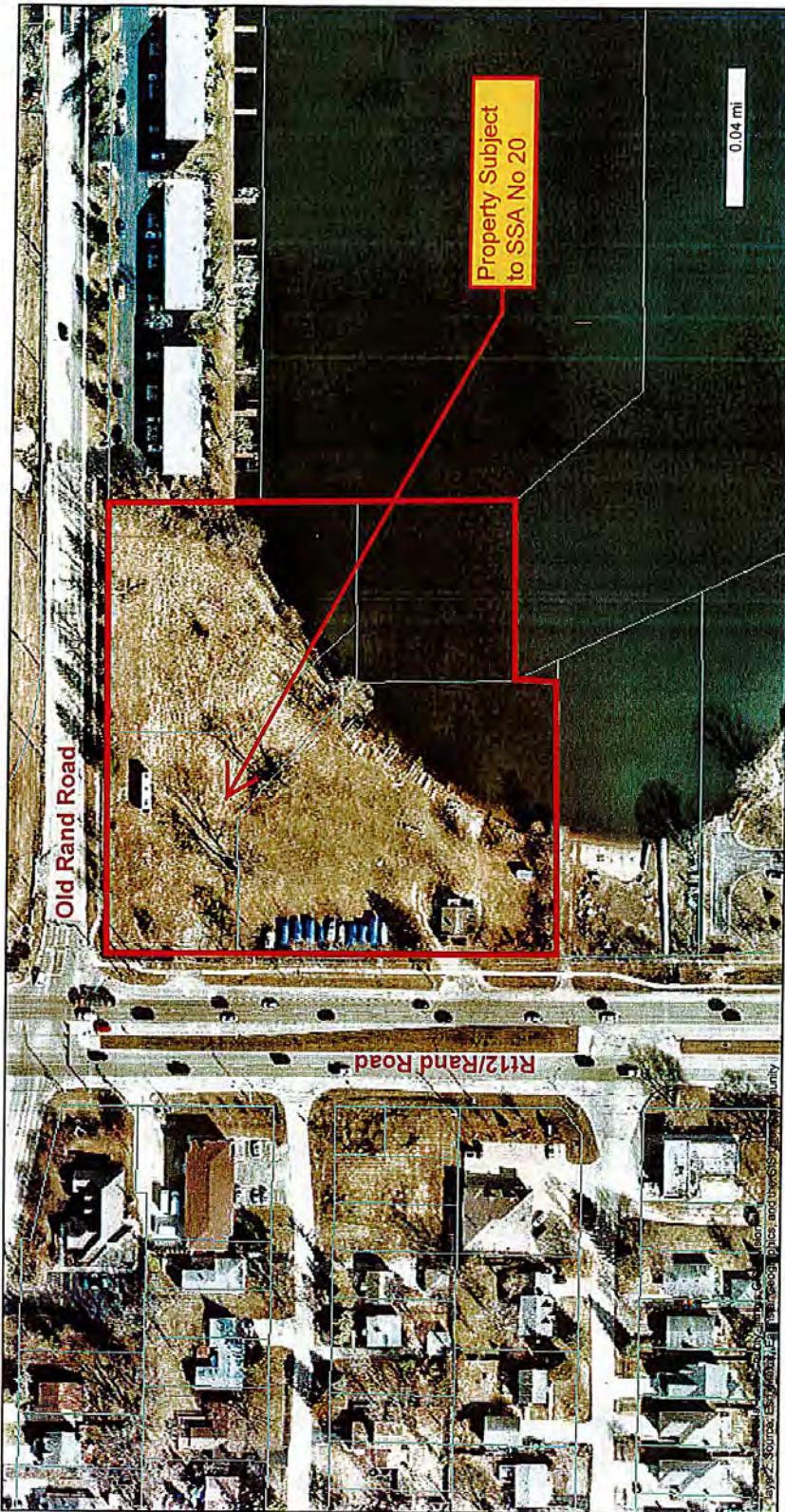


Exhibit 4

WAIVER OF RIGHTS TO FILE AN OBJECTION PETITION
OPPOSING THE CREATION OF OR ANY OTHER LEGAL ACTION CONTESTING THE
LEGALITY OF LAKE ZURICH SPECIAL SERVICE AREA NUMBER 20
(Sanctuary of Lake Zurich Subdivision)

Exhibit 4

**WAIVER OF RIGHTS TO FILE AN OBJECTION PETITION
OPPOSING THE CREATION OF OR ANY OTHER LEGAL ACTION CONTESTING THE
LEGALITY OF LAKE ZURICH SPECIAL SERVICE AREA NUMBER 20
(SANCTUARY OF LAKE ZURICH SUBDIVISION)**

LZ Development Group, LLC, fee simple owner of the following property, commonly referred to as the Sanctuary of Lake Zurich and herein described as follows:

The Sanctuary of Lake Zurich Subdivision described as being a subdivision in part of the Southeast Quarter of Section 18, Township 43 North, Range 10, East of the Third Principal Meridian, Lake County, Illinois, recorded with the Lake County Recorder of Deeds on October 3, 2022 as document number 7936523;

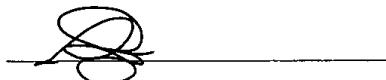
agrees to voluntarily waive its rights to file any objection petition opposing the creation of Lake Zurich Special Service Area Number 20 (hereinafter the "SSA") or to file any claim or cause of action in any legal action that could be brought relative to the creation of said Special Service Area Number 20 or the Village notice to me of the February 21, 2023, or public hearing conducted relative to the creation of said Special Service Area Number 20.

The undersigned agrees that this waiver form shall be admissible in evidence in any action in which the terms of this waiver form are sought to be enforced.

I have carefully read and fully understand and agree that this is a waiver of my rights to file an objection petition opposing or any legal action challenging the creation of the SSA, and have signed it of my own free will.

LZ DEVELOPMENT GROUP, LLC

By: _____



Its Manager

Printed Name: Romeo Kapudija

Date: 4/3/2023

448835_1

PAMPHLET

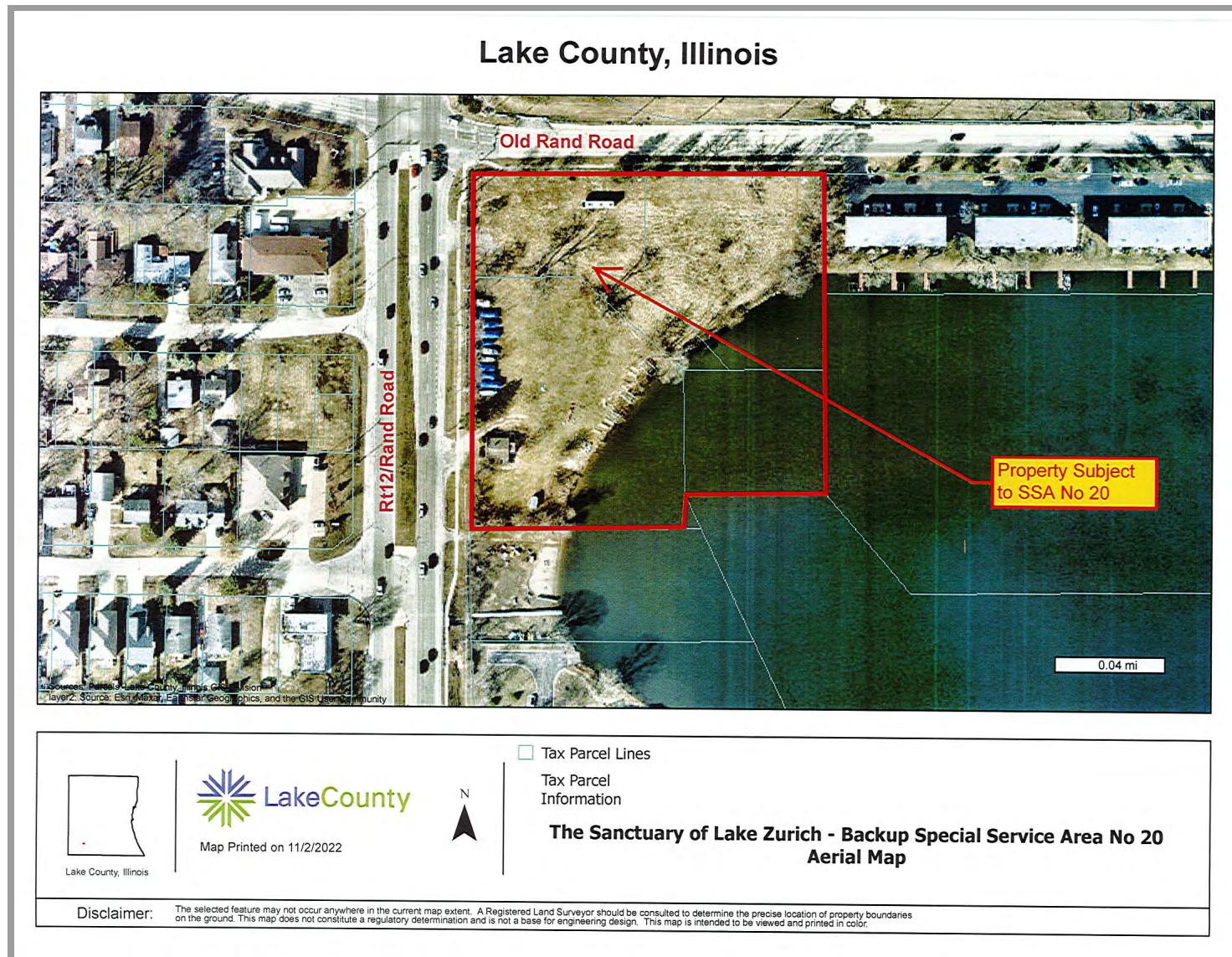
BACK OF PAMPHLET



ORDINANCE #2023-05-512

**AN ORDINANCE ESTABLISHING VILLAGE OF LAKE ZURICH
SPECIAL SERVICE AREA NUMBER 20.**

Published in pamphlet form this May 5th, 2023 by Order of the Corporate Authorities
of the Village of Lake Zurich, Lake County, Illinois.





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

5E

MEMORANDUM

Date: February 16, 2024
To: Ray Keller, Village Manager
From: Steven J. Paulus, Assistant Director of Public Works
Copy: Michael J. Brown, Director of Public Works
Subject: Engine Repairs

Issue: Engine repairs to fire engine 212.

Background: Fire engine 212 has experienced an engine failure in cylinder #2 rendering the unit not usable and out of service. This engine was totally rebuilt in 2013 and currently has 162,000 miles. This unit is currently used as a backup since August 2022 and is scheduled for replacement in 2027.

Analysis: Rush Truck has disassembled and thoroughly examined the internal engine components and has determined that there is too much damage to repair the engine and remain cost effective. The estimated cost of replacing the engine is \$39,905.01. We are adding a ten percent contingency for any related unanticipated expenses. In order to reduce downtime, preliminary approval has been granted to Rush Truck to proceed.

Recommendation: Authorize Rush Truck to replace the engine on fire engine 212 in the amount not to exceed \$43,895.51.

W/Attachments:

1. Quote Submittal

Repair Management
BY **NAVISTAR**

RUSH TRK CTR OF N IL
575 SAINT PAUL BLVD. - CAROL STREAM, IL 601881847
Phone: (1) 630-9092430 - Fax: (1) 630-9092499
Estimate Number: 4250292 - RO Number: 43091266
Service Writer: Josh Conley - Date: 2/7/2024 9:16 AM (C)



Currency: USD

Unit No: E321**Lake Zurich**

VIN: 4P1CT02U93A002825
Model: Fire Apparatus PIERCE MANUFACTURING Tilt Cab
Engine: DDC S40 Diesel
Make: PIERCE MANUFACTURING
Mileage: 162227 Eng Hrs: 0

Contact Name: STEVE PAULUS
Position: service-primary
Phone: (847) 815-6318
E-Mail: STEVE.PAULUS@LAKEZURICH.ORG
PO Number:

Operation (All Sections)	Labor Cost	Parts Cost	Core Charge	Total Cost
DIAGNOSTICS	\$1,090.00	\$0.00	\$0.00	\$1,090.00
R+R ENGINE	\$19,620.00	\$17,732.01	\$0.00	\$37,352.01
(1) ENGINE, TRIMD HT530 REMAN 00-03 (5) 846437 (34) 125152EXX (1) SHIPPING				
REPLACE TRANS COOLER LINES	\$763.00	\$450.00	\$0.00	\$1,213.00
(1) TRANS COOLER LINES, GASKETS & CLAMPS				

Notes: [2/7/2024 9:16 AM] - Dealer: ESTIMATE FOR ENGINE REPLACEMENT **Parts:** \$18,182.01
Core: \$0.00
Labor: \$21,473.00
Shop: \$250.00
Tax: \$0.00
TOTAL: \$39,905.01

This estimate is subject to teardown and inspection and is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY: _____
 DATE: _____/_____/_____



At the Heart of Community

PARK AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

AGENDA ITEM

5
11

MEMORANDUM

Date: March 4, 2024
To: Ray Keller, Village Manager
From: Bonnie Caputo, Recreation Director
Subject: **Park and Rec External Special Event Request, Water Lantern Festival**

Issue: The Park and Recreation Department would like consideration to partner with One Water Lantern Festival LLC to offer a late Spring special event for our community at Paulus Park on Saturday, May 18, 2024. This would continue to meet the Village's Strategic Goal to enhance our community image and positive interactions through special events. According to Special Events guidelines, private events requiring only Park/Facility use with attendance over 100 must be reviewed and approved by the Park and Recreation Advisory Board and the Village Board of Trustees.

Analysis: The Park and Recreation Department has received an event application from One Water Lantern Festival LLC to host their event at Paulus Park on Saturday, May 18th from 5-9:30pm requesting use of the grounds including North and South beach land and water areas. Their anticipated attendance is approximately 2,000+ event goers.

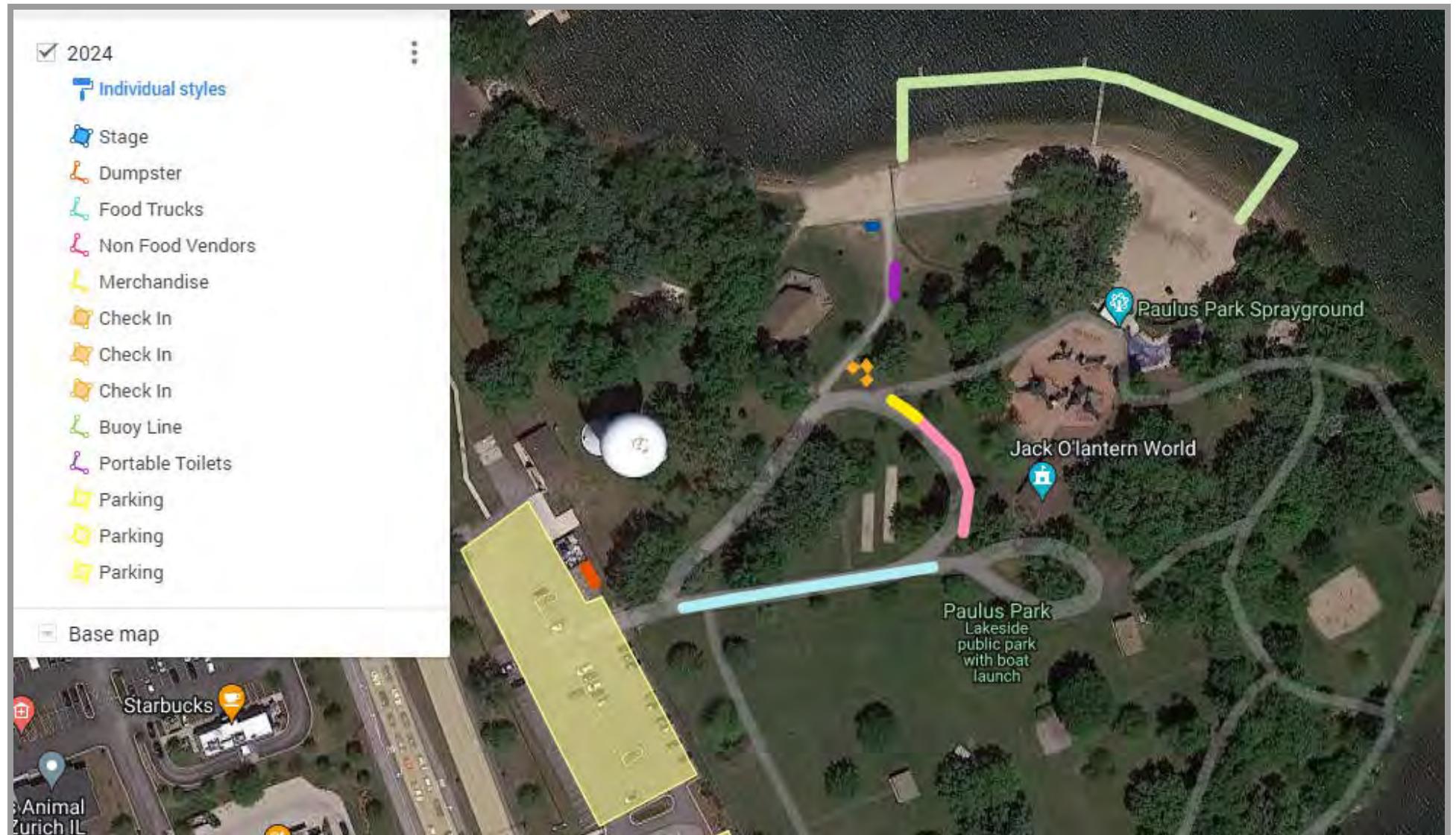
One Water Lantern Festival LLC is a for profit organization whose mission is to provide an incredible experience where thousands of family, friends and strangers celebrate life together. The lanterns that are to be launched in the lake are made from rice paper and wood so they are eco-friendly. They also reuse and recycle the LED candles from the lanterns when possible. One Water Lantern Festival LLC does take responsibility for ensuring all lanterns are removed from the lake at the conclusion of their event (assisted by a buoy line surrounding the beach water areas to pull all lanterns back to shore at the end of the event).

The department did receive clarification that the park grounds would stay open for public access throughout the duration of their event. The event will also provide food vendors and live entertainment. One Water Lantern Festivals are offered at many locations nationwide and further information on their events can be found at <https://www.waterlanternfestival.com/>

As the event utilizes Lake Zurich, the department did reach out to the LPOA to make them aware of the event application and provide them the opportunity to ask any questions or to provide feedback.

Recommendation: The Park and Recreation Advisory Board and Staff recommends approval of the One Water Lantern Festival LLC request to utilize the Paulus Park property for Water Lantern Festival on Saturday, May 18, 2024.

w/Attachments: Event Park Map, Special Events Application and Special Event Permit



SPECIAL EVENT APPLICATION & AGREEMENT

EVENT SUMMARY

Event Name Water Lantern Festival

Event Type/Purpose Community Festival

Event Date(s) May 18th Event Start/End Time Start: 5 PM End: 9:30 PM

Event Location Paulus Park

Note: The Village does not grant exclusive use of their parks and outdoor facilities.

APPLICANT INFORMATION

Organization Name Water Lantern Festival

Applicant's Name/Responsible Party Sydney Head

Organization/Applicant/Address/City/State/Zip 881 W 700 N ST 102, Logan, Utah 84321

Applicant Phone Numbers 541-419-4529

Applicant E-Mail Address Sydney@waterlanternfestival.com

Contact Name & Phone Number During Event Sydney Head 541-419-4529

*Representative must be on site and available during event hours

EVENT SITE DETAILS

If your event is for a run/walk/parade, you must include a MAP of your route with the application

Provide a detailed description of your event _____

The Water Lantern Festival is an incredible event that promotes peace, community, connection, and love.

There is music from the stage, food trucks, artisans, and fun games in the festival area where participants take in the environment leading up to the lantern launch. With our highly experienced event execution team, detailed event coordination plan, and our commitment to safety and excellence, this is truly an inspiring event.



Approximate number of people expected at event 2,000

Is this a returning event to Lake Zurich or first time event? First time event

Will there be food concessions at the event? Yes Contact the Lake County Health Dept. for requirements

Will there be inflatables/bounce houses at the event? No
(You will be required to note this on your certificate of insurance and contact JULIE)

Will there be emergency medical services present? Yes
(Outside municipalities may not provide services in the Village)

Will you be selling or serving alcohol (**only for LZ residents + LZ businesses/organizations**) at the event? No If yes, contact Village Hall and see LH for details

Number and location of portable toilet facilities provided # 9 Location: Near the north pavilion

Will there be assembly tents/canopies erected at the event? Only 10x10 tents
(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10))

Will you be selling items or raffling items? Yes, our merchandise.

Are you requesting the closure of any streets? If so, provide street names and include a map

No street closures are necessary.

(Note that street closures require Police, Fire, Park Advisory, Village Board and/or IDOT approval and may incur additional fees. In addition, you must notify property owners along the route of the date and time of street closures - check with Park & Recreation staff for assistance.)

Are you requesting any other Village services? (i.e. water, electric, etc) No

Does the applicant/organization owe any outstanding invoices to the Village? No
(Unpaid invoices may result in denial of event application.)

Would you like your event listed on the Village's social media (free of charge) Yes

Note your event's website address, if you'd like that included waterlanternfestival.org

With my signature, I certify that I have read and agree to the Village of Lake Zurich Special Event Policy and all items listed on this application. I agree to abide by all applicable ordinances & regulations.

Signature

Sydney Head

Date 1/23/2024



WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations. As a user of the park, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injury, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any activities connected with or associated with the use of Department parks. I agree to waive and relinquish all claims I may have against the Village of Lake Zurich and its officers, agents, servants, employees and volunteers. I further agree to indemnify and hold harmless and defend the Village of Lake Zurich and its officers, agents, servants, employees and volunteers from any and all claims sustained by me and/or my guests. I have read and fully understand the above details and waive and release all claims.

It will be my responsibility to assure our group follow all special event policies outlined in the policy/application including the Village of Lake Zurich park rules.

Signature

Sydney Head

Date 1/23/2024

FOR OFFICE USE ONLY

Date application received _____

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by _____

Raffle Permit received by _____

Liquor License received by _____

Tent Permit received by _____

JULIE contacted _____





VILLAGE OF LAKE ZURICH SPECIAL EVENT PERMIT APPLICATION (ATTENDANCE OVER 500)

PLEASE COMPLETE PAGE ONE OF THE APPLICATION

Organization 	Name of Organization Water Lantern Festival		Type of Organization For Profit	Is this a "Not For Profit Organization <input checked="" type="checkbox"/> No <input type="checkbox"/>		
	Address for Organization 881 W 700 N ST 102, Logan Utah 84321		Email Address sydney@waterlanternfestival.com			
	Contact Person Sydney Head		Home Number 541-419-4529	Business Number 541-419-4529	Cell Phone Number 541-419-4529	
	Chairman/Presidents Name (If Different) Nate Sorensen		Home Number	Business Number 435-890-2098	Cell Phone Number	
Event	Is your Organization willing to reimburse the Village for costs of services rendered? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If not, indicate why?					
	Date(s) of Event May 18, 2024	Day(s) of the week Saturday	Time(s) of Event Start: 5 PM End: 9:30 PM	Has this event been held in the past? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No When? Not in Lake Zurich		
	Describe the Type of Event you wish to hold Community Festival			Location(s) of event Paulus Park		
Police Department	Will your event require the assistance of the Police Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will the event require the closing of any roadways? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Name(s) of roads to be closed N/A		
	Type of assistance needed from the Police Department (Check all that apply) <input type="checkbox"/> Road Closure <input type="checkbox"/> Traffic Control <input type="checkbox"/> Pedestrian Control <input type="checkbox"/> Security <input type="checkbox"/> Parking Control <input type="checkbox"/> Crowd Control <input type="checkbox"/> Other					
	List any other assistance the Police Department would be providing		Type of Police Department Equipment Needed <input type="checkbox"/> Squad Cars <input type="checkbox"/> No Parking Signs <input type="checkbox"/> Traffic Cones <input type="checkbox"/> Other:			
	Has contact been made with a representative of the Police Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of Police Official Contacted		Rank	When Contacted:
Fire Department	Will your event require the assistance of the Fire Department? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will your event require the use of Fire Department Personnel? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will any equipment belonging to the Fire Department be used? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain		
	Type of Equipment <input type="checkbox"/> Ambulance <input type="checkbox"/> Engine <input type="checkbox"/> Other (Please Describe)					
	Describe the type of assistance required from the Fire Department					
	Has contact been made with a representative of the Fire Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of Fire Department Official Contacted		Rank	When Contacted:
Park & Recreation Dept.	Will your event require assistance of the Park & Recreation Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain		Will the event require the use of any Village Parks or Park Property <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Certain			
	Name of Park Property to be used (if applicable) Paulus Park		Address of Park Property to be used (if applicable) 200 S Rand Rd, Lake Zurich, IL 60047			
	Will the event require use of Park & Recreation Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Uncertain		Describe the type of personnel assistance required			
	Will any Park & Recreation Department equipment be required? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Type of Equipment <input type="checkbox"/> Stage <input type="checkbox"/> Beaches <input type="checkbox"/> Shelters <input type="checkbox"/> Picnic Tables <input type="checkbox"/> Tents			
Describe any other Park & Recreation Department Equipment Needed N/A						
Public Works	Has contact been made with a representative of the Park & Recreation Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of Park & Recreation Department Official Contacted Marisa Boynton	Title Special Events Rec. Supervisor	When Contacted: 2023	
	Will the event require the assistance of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain		Will the event require the use of Public Works Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Will the Event require the use of Public Works Equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
	Describe the type of assistance required from the Public Works Department N/A					
	Type of equipment needed <input type="checkbox"/> Barricades <input type="checkbox"/> Signs <input type="checkbox"/> Clean up Crew <input type="checkbox"/> Trucks <input type="checkbox"/> Others:					
Building	Will the event require the use of any Public Works Property <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Not Certain					
	Has contact been made with a representative of the Public Works Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of Public Works Department Official Contacted		Title	When Contacted:
	Will the event require the assistance of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown		Will the event involve the use of electrical equipment <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will any electrical equipment be used outdoors <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
	Will the event involve the modification of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will the event involve the building of any structures <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Will the event require the assistance of any Building Department Personnel <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Has contact been made with a representative of the Building Department <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Name of Building Department Official Contacted		Title	When Contacted:	



At the Heart of Community

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

AGENDA ITEM

5
G

MEMORANDUM

Date: March 4, 2024
To: Ray Keller, Village Manager
From: Bonnie Caputo, Recreation Director
Subject: **2024/2025 SRACLC Member Agency Contribution**

Issue: The 2024/2025 Special Recreation Association of Central Lake County member agency contribution of \$119,842 has been requested of the Village of Lake Zurich.

Analysis: The Village of Lake Zurich is a cooperative member agency of the Special Recreation Association of Central Lake County. SRACLC provides community based therapeutic recreation programs and services to people of all ages with disabilities or special needs. SRACLC is a cooperative effort of the Grayslake, Round Lake, Vernon Hills, and Mundelein Park Districts and the Villages of Hawthorn Woods, Lake Zurich, Libertyville, and Lincolnshire.

Individuals residing within the boundaries of the Member Agencies are considered “residents” of SRACLC and may utilize the services. SRACLC offers more than 500 weekly programs, special events, and camps during the year. SRACLC also recognizes that some people with disabilities prefer to participate in our recreation programs at the Village of Lake Zurich and allows assistance for individuals to do so. SRACLC assists in these efforts by providing an extra staff, if deemed necessary, behavior management support, disability awareness training, and other adaptive services necessary for safe and successful participation.

As a result of being part of SRACLC, the Village of Lake Zurich is able to levy a tax (FY24 \$375,000) to support inclusion assistance and ADA accessible facilities and equipment. Over the course of the year, we have numerous youth who participate in both Village of Lake Zurich programs (with inclusion assistance such as Dance, Day Camp, youth sports, etc.) as well as SRA programs and events. We were also able to complete the following projects in FY23:

Administration (staff)	\$37,256.80
Pathway surfacing/ADA Park Picnic Tables/Tech	\$19,895.12
Inclusion	\$4,392.12
Healthy Minds, Healthy Bodies (Vet program)	\$2,510.00
Jonquil Playground	\$23,421.75
TOTAL:	\$87,475.79

Recommendation: A motion to approve the Special Recreation Association of Central Lake County member agency contribution for the amount of \$119,842.

w/ Attachments; 2024/2025 Special Recreation Association of Central Lake County member agency invoice.

SPECIAL RECREATION ASSOCIATION OF CENTRAL LAKE COUNTY
271 North Archer Avenue
Mundelein, IL 60060
TELEPHONE (847) 816-4866

INVOICE

TO: Ms. Bonnie Caputo
Village of Lake Zurich
200 S. Rand Road
Lake Zurich, IL 60047

Date: February 14, 2024

FOR: 2024/25 Member Agency Contribution (May 1, 2024 – April 30, 2025)

Member Agency Contribution: \$119,842.00

NOTE – This total, along with the 2024/25 Annual Budget, will be formally approved by the SRACLC Board of Directors at the April 17, 2024 Board meeting. The check from Lake Zurich will not be deposited until May 1, 2024.

PLEASE MAKE CHECK PAYABLE TO: SPECIAL RECREATION ASSOCIATION OF CENTRAL LAKE COUNTY

PLEASE REMIT TO:

SRACLC
271 North Archer Avenue
Mundelein, IL 60060





At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

AGENDA ITEM

5
H

MEMORANDUM

Date: February 26, 2023
To: Ray Keller, Village Manager
From: Michael Duebner, Assistant Village Manager
Subject: **Liquor License Issuance to 7-Eleven**

Issue: 7-Eleven, Inc. dba/7-Eleven #33893 located at 600 E Route 22 in Oakwood Commons Shopping Center has taken over the previously franchised location. They are requesting a Convenience Store Class-C Liquor License for the sale of packaged alcoholic beverages.

Analysis: 7-Eleven, Inc. completed the application, and the manager passed the background check for issuance of a Class-C Liquor License for sale of packaged alcoholic beverages. The required documentation, certificate of insurance and BASSET certifications (Beverage Alcohol Sellers and Servers Education and Training) have been submitted. This does not increase the number of Class-C liquor licenses as the franchisee also operated the business with a liquor license.

Recommendation: Consideration and approval of the proposed ordinance to issue a Class-C Liquor License to 7-Eleven, Inc.

w/Attachments: Ordinance issuing a Class-C license.

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-03-549

**ORDINANCE AMENDING TITLE 3 OF CHAPTER 3 OF THE VILLAGE OF LAKE
ZURICH MUNICIPAL CODE TO AMEND AUTHORIZED CLASS – C
CONVENIENCE RETAIL SALES LIQUOR LICENSES FOR 7-ELEVEN, INC.
#33893 AT 600 EAST ROUTE 22**

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

SECTION 1: The number of Class C – Retail liquor licenses authorized by section 3-3b-14 of Chapter 3 of Title 3 of the Village Code of the Village of Lake Zurich is hereby amended for 7-Eleven, Inc. located at 600 East Route 22 in accordance with the Village Code of the Village of Lake Zurich. Issuance of the license is subject to the approval and action of the Local Liquor Commissioner of the Village of Lake Zurich.

SECTION 2: If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

SECTION 4: That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

SECTION 5: That Section 3-3B-14 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled "NUMBER OF LICENSES" be and is hereby further amended with the corresponding number of licenses in each class, shown with bold letters with underscoring below:

Class	Description	Maximum Number Issued
A	Restaurant Full Service	18
A-1	Restaurant Outdoor Café Full Service	17
B	Retail Sales and Delivery	15
B-1	Annual Tasting Add-On	3
B-2	Single Event Add-On	0
C	Retail Sales Convenience	7
E	Club	1
F	Single Private Event	0
G	Single Public Event	0
G-1	Multiple Public Event	1
H	Complimentary Dispensing of Beer & Wine	1
I	Indoor Interactive Sports Facilities	1
K	Gift Boutique	0
M	BYOB Corkage	0
N	Craft Distillery	1
O	Off-Site Catering	0
P	Craft Brewery	2
R	Outdoor Concession / Beer Garden	1
V	Video Gaming	15
W	Boutique Wine & Sparking Beverage	1
Y	Brew Pub	0

ADOPTED this 4th of March, 2024 by the following vote:

Ayes: _____

Nays: _____

Absent: _____

APPROVED by the Mayor on this _____ day of March, 2024.

Tom Poynton, MAYOR

Kathleen Johnson, VILLAGE CLERK



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

AGENDA ITEM

5
H

MEMORANDUM

Date: February 26, 2023
To: Ray Keller, Village Manager
From: Michael Duebner, Assistant Village Manager
Subject: **Liquor License Issuance to Polka Dot Food, LLC**

Issue: Polka Dot Food, LLC located at 83 S Rand Road in the Lake View Plaza Shopping Center has requested a full-service restaurant Class-A1 Liquor License for the dispensing of alcoholic beverages inside and in the patio area outside of the establishment.

Analysis: Polka Dot Food, LLC completed the application and passed the background check for issuance of a Class-A1 Liquor License for dispensing of alcoholic beverages. The required documentation, certificate of insurance and BASSET certifications (Beverage Alcohol Sellers and Servers Education and Training) have been submitted.

Recommendation: Consideration and approval of the proposed ordinance to issue a Class-A1 Liquor License to Polka Dot Food, LLC

w/Attachments: Ordinance issuing a Class-A1 license.

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-03-____

ORDINANCE AMENDING TITLE 3 OF CHAPTER 3 OF THE VILLAGE OF LAKE ZURICH MUNICIPAL CODE TO INCREASE AUTHORIZED CLASS – A1 FULL-SERVICE RESTAURANT LIQUOR LICENSES FOR POLKA DOT FOOD, LLC LOCATED AT 83 SOUTH RAND ROAD

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

SECTION 1: The number of **Class A-1 – Full Service Restaurant** liquor licenses authorized by section 3-3b-14 of Chapter 3 of Title 3 of the Village Code of the Village of Lake Zurich is hereby **increased** by one for **Polka Dot Food, LLC** located at **83 South Rand Road** in accordance with the Village Code of the Village of Lake Zurich. Issuance of the license is subject to the approval and action of the Local Liquor Commissioner of the Village of Lake Zurich.

SECTION 2: If any section, paragraph, clause or provision of this Ordinance shall be invalid, the invalidity thereof shall not affect any of the other provisions of this Ordinance.

SECTION 3: This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law.

SECTION 4: That if any provision of this ordinance or application thereof to any entity or person or circumstance is declared invalid or held to be unlawful, such declaration or holding shall not affect the validity of any other portion or provision of this Ordinance and such declaration or holding shall be severable from the remainder hereof.

SECTION 5: That Section 3-3B-14 of Chapter 3 of Title 3 of the Lake Zurich Municipal Code entitled “NUMBER OF LICENSES” be and is hereby further amended with the corresponding number of licenses in each class, shown with bold letters with underscoring below:

Class	Description	Maximum Number Issued
A	Restaurant Full Service	18
A-1	Restaurant Outdoor Café Full Service	17 18
B	Retail Sales and Delivery	15
B-1	Annual Tasting Add-On	3
B-2	Single Event Add-On	0
C	Retail Sales Convenience	7
E	Club	1
F	Single Private Event	0
G	Single Public Event	0
G-1	Multiple Public Event	1
H	Complimentary Dispensing of Beer & Wine	1
I	Indoor Interactive Sports Facilities	1
K	Gift Boutique	0
M	BYOB Corkage	0
N	Craft Distillery	1
O	Off-Site Catering	0
P	Craft Brewery	2
R	Outdoor Concession / Beer Garden	1
V	Video Gaming	15
W	Boutique Wine & Sparking Beverage	1
Y	Brew Pub	0

ADOPTED this 4th of March, 2024 by the following vote:

Ayes: _____

Nays: _____

Absent: _____

APPROVED by the Mayor on this _____ day of March, 2024.

Tom Poynton, MAYOR

Kathleen Johnson, VILLAGE CLERK



At the Heart of Community

VILLAGE MANAGER'S OFFICER

70 East Main Street
Lake Zurich, Illinois 60047

Phone (847) 540-1684
LakeZurich.org

MEMORANDUM

Date: March 1, 2024

To: Ray Keller, Village Manager

From: Kyle Kordell, Management Services Director

Re: Main Street TIF Redevelopment Agreement with True North Properties for Northwest Corner of Main Street & Old Rand Road (2 East Main Street, 10 East Main Street, & 8 North Old Rand Road)

Issue: The Walton Associates Family Limited Partnership, doing business as True North Properties and represented by Mr. Nicholas Ieremciuc (the “Applicant”) proposes to redevelop and enhance the property at the northeast corner of Main Street and Old Rand Road, currently leased by *Craving Gyros*, *Johnny’s Shoe Repair*, and *My Flavor It! Place*. The property is currently owned by the Village of Lake Zurich and is one of the most highly-visible corners of the Main Street District.

The Illinois Tax Increment Allocation Redevelopment Act authorizes the Village of Lake Zurich to support development and investment within the Downtown Main Street District Tax Increment Financing Redevelopment Project Area #2. The proposed redevelopment agreement is intended to allow True North Properties to incur all upfront costs related to the purchase and redevelopment of this property, which will be considered “Redevelopment Project Costs” under the TIF Act and eligible for future reimbursement under the terms of the Development Agreement.

Village Strategic Plan: This agenda item is consistent with the following strategic objectives:

- *Financial Sustainability*
 - Revitalize underutilized village-owned properties for sale.
- *Economic Development*
 - Revitalization of Main Street Area.
 - Expand the Village’s role as a regional economic hub in Lake County.
 - Become more business friendly and customer oriented.

Redevelopment Agreement – Northwest Corner of Main Street & Old Rand Road (True North Properties) page 2
March 4, 2024

Background: An initial courtesy review of this proposal was conducted by the Village Board on February 5, 2024 and a TIF Development Inducement Resolution was approved by the Village Board on February 20, 2024.

True North Properties is requesting TIF assistance to support investment into this property with a minimum of \$1.5 million of enhancements including significant exterior facade improvements, updating the interior of the three units with full renovations and raised ceilings, and potentially adding a drive-through or pedestrian pickup window at 10 East Main Street (*My Flavor It! Place*).

The property is comprised of approximately 4,500 square feet over 0.16 acres and located within the B-2 Central Business district and DR downtown redevelopment overlay district. It is also located within the boundaries of the Village's TIF 2 community redevelopment district.

The south and west elevations (*front of the buildings*) would have raised parapet walls as part of the facade to give the building a new height and feel, more in line with brand new construction. Materials used would include glass for the store fronts, brick, masonry, stone, and Hardie-board smart-trim.

At the north and east elevations (*back and alley side of the buildings*), the parapet wall would be raised to give more uniform lines to the exterior appearance of the building, and to screen newly installed rooftop mechanical equipment.

There is no dedicated parking lot for these three corner properties. Available parking for these corner properties remain the same as has been utilized over the last decade:

- 39 shared spots available directly behind property, leased by a private party.
- 20 on-street shared spots available on the north side of Main Street.
- 39 shared spots available at the public-private lot across the street behind DiPiero's Ristorante.

Since the land uses are to remain the same and the alterations are either related to the facade and on the interior, no zoning relief or variances are requested from the Applicant to proceed with the improvements.

The Village acquired the property in August 2006 as part of a master downtown redevelopment plan of a bygone era. All three units have been leased by the Village since that time. *Johnny's Shoe Repair* has leased 8 North Old Rand Road from the village since 2006. *My Flavor It! Place* has leased 10 East Main Street from the village since 2009, and *Craving Gyros* has leased 2 East Main Street from the village since 2015.

True North Properties has over 30 years of experience in the Chicago suburbs specializing in converting underutilized properties into successful destinations. Recent projects in Crystal Lake, Huntly, and Cary have been managed professionally and with good results, earning praise from professional municipal staff in those communities. In 2021, the City of Crystal Lake presented

Redevelopment Agreement – Northwest Corner of Main Street & Old Rand Road (True North Properties) page 3
March 4, 2024

True North Properties with a Community Investment Award for its contributions that positively impact economic vitality in that community.

Analysis: Tax Increment Financing allows for flexibility in the use of property taxes attributable to the new investment (*the tax increment*), while the existing tax base will continue to be allocated among existing community taxing bodies. All community taxing bodies unanimously approved this Downtown Main Street TIF District

The proposed TIF redevelopment agreement formalizes the following obligations to facilitate this effort:

- True North Properties will purchase the property from the Village for \$200,000 upfront.
- True North Properties will invest a minimum of \$1.5 million into the property within 24 months of the real estate closing.
- True North Properties will not raise rents for existing small business tenants by more than 10% through June 2025.
- True North Properties will not sell, transfer, or convey the property for the term of this agreement without the consent of the Village.
- The Village will reimburse True North Properties with 80% of the actual property tax increment generated by its redevelopment efforts each year until a total of \$100,000 is reimbursed. This is expected to take eight or nine years.
- The remaining 20% of actual property increment generated by its redevelopment efforts will be deposited into the Village Downtown Main Street District TIF #2 Fund to be used for future funding of municipal infrastructure, such as stormwater management, water and sanitary sewer main replacements, and road resurfacing.
- After \$100,000 is reimbursed back to True North Properties, the Village will receive 100% of all actual property increment through the end of this TIF District, which ends on December 31, 2038.
- The Village can start the annual 80% TIF reimbursements to True North Properties in December 2025, so long as True North Properties has invested at least 16.6% (or \$250,000) of its minimum \$1.5 million required by December 2025.

The total proposed TIF reimbursement is capped at **\$100,000**, representing approximately **6.7%** of the total **\$1.5** investment into the community.

The proposed agreement is performance based, or based on the real-life performance of the property tax increment that is actually generated from the proposed project. This performance is influenced by local taxing rates as well as larger economic trends. Property values that increase

Redevelopment Agreement – Northwest Corner of Main Street & Old Rand Road (True North Properties) page 4
March 4, 2024

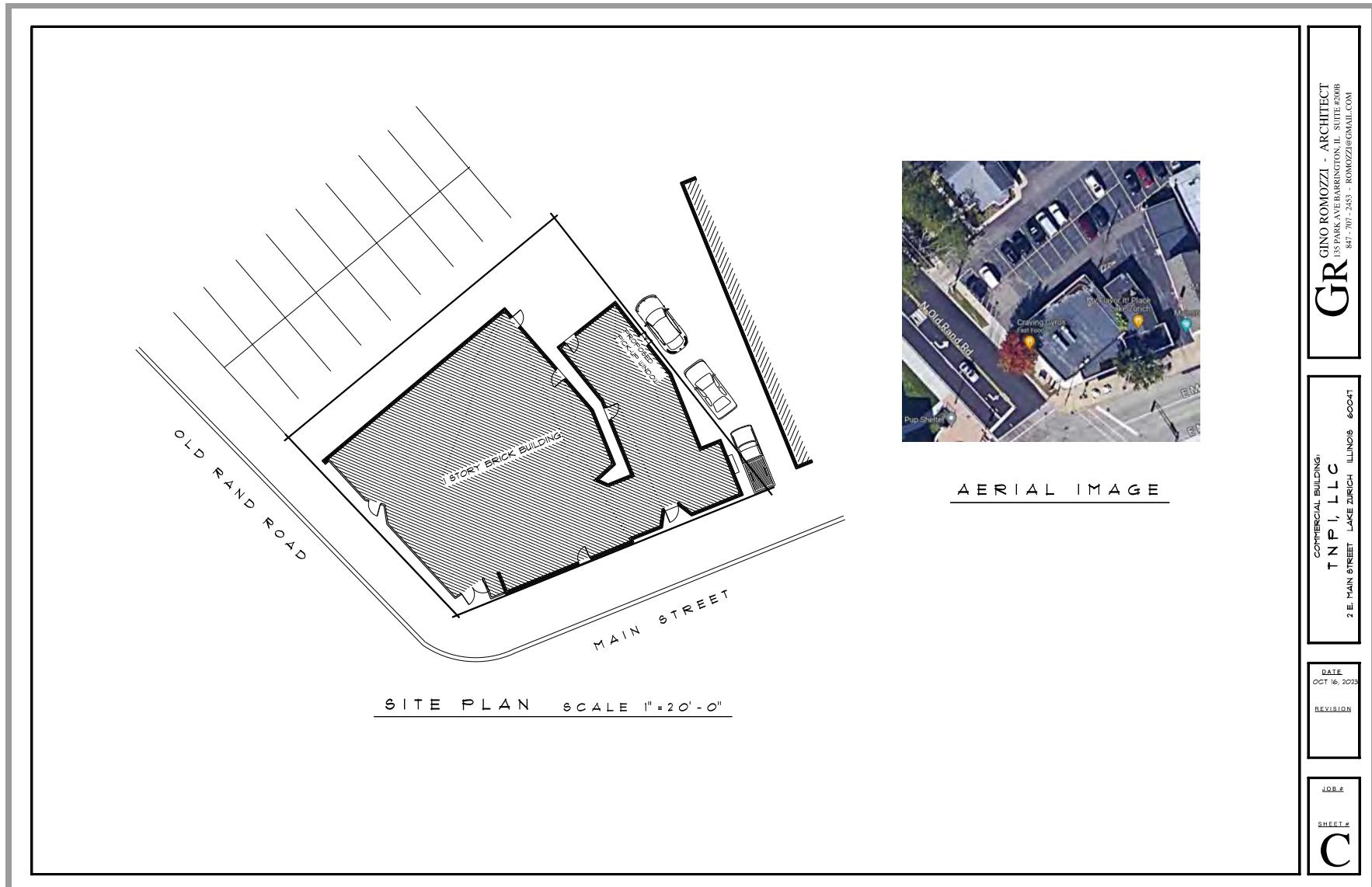
more quickly would see the Village's annual reimbursement grow larger, thus reaching the total TIF reimbursement sooner. Conversely, property values that increase slowly (*or even decrease in some years*) would see the Village's annual reimbursement shrink, thus reaching the overall TIF reimbursement amount later.

Recommendation: Approval of the attached Ordinance and TIF Redevelopment Agreement.

w/ attachments

- Concept Renderings of Proposal
- True North Bio
- Ordinance Authorizing TIF
- TIF Redevelopment Agreement





INFORMATION RE TRUE NORTH PROPERTIES, INC.

INTRODUCTION: My name is George Ieremciuc, the owner of True North Properties, Inc. I am an experienced developer specializing in the conversion of distressed and under-utilized commercial, industrial, and special use properties into highly successful multi-family facilities. Below I present some of my more recent conversion projects, and I have included a list of references whom you are welcome to contact to confirm the quality and the work ethic my construction crews exemplify.

DEVELOPER PROFILE: As noted above, I have extensive experience extending over thirty years in Chicago and northern Illinois. I own approximately 300 single family residences, all of which upon acquisition I subjected to rigorous remodeling to make them most appealing and easy to rent. Consequently, I enjoy 100% occupancy with respect to these single-family rental units.

More recently, I completed the successful renovation of several following structures in Crystal Lake, Huntley, and Cary:

- At 95 Grant Street in Crystal Lake is a former downtown office building that was converted in 2015 to six rental units, all of which were rented upon completion.
- In 2018 I purchased a former 17,300 SF, two-story, medical office building located at 460 Coventry Lane in Crystal Lake, and converted it into seventeen one-bedroom and two-bedroom units. The entire building was leased up within two months of obtaining the occupancy permit.
- In 2020 I acquired the former Immanuel Lutheran Church at 178 McHenry Avenue and the adjacent high school at 174 McHenry Avenue. I have converted the church into five loft-style apartments, added garages for each unit, and all of the units were pre-rented by the time the conversion was complete. The renovation of the 38,100 SF school building into twenty-seven apartments was completed last year and, as a result, within four months a total of twenty-seven apartments were 100% rented.
- In 2022 I completed the acquisition of a 110+ year old, vacant, multi-story building from the Village of Huntley. The 33,100 SF building was once a manufacturing facility that reached its present 33,100 SF size by virtue of multiple additions spanning several decades. Both the exterior and the interior of the building evidenced the impact of years of neglect and abandonment. In the summer of 2023, we successfully completed the conversion of this building into 38 apartment units while preserving much of the exterior façade and original architecture and quickly enjoyed 100% occupancy.

- In late 2023 I received approval for (a) the conversion of a 100+ year old former senior living center building on Main Street in Cary into four apartment units, and (b) the construction of two new apartment buildings. This project will be completed in the spring of 2024.
- In late 2023, the Village of Huntley invited True North Properties to facilitate the conversion of the prior Village Hall building into an upscale destination restaurant. This project is currently in the later design phase.

For references, details, and feedback on any of the above projects, please contact any of the following city officials:

Haig Halebian	City of Crystal Lake Mayor
Elizabeth Maxwell	City of Crystal Lake Senior Planner
Dave Johnson	Huntley Village Manager
Mark Kownick	Village of Cary Mayor

TRANSACTION MATTERS: As a successful entrepreneur, I do not have to make my proposal contingent upon any financial approval. Nevertheless, I enjoy excellent credit relationships with several northern Illinois financial institutions if their unforeseen assistance should ever become necessary.

George & Nick Ieremciuc
True North Properties, Inc.

VILLAGE OF LAKE ZURICH



ORDINANCE # 2024-03-__

**AN ORDINANCE OF THE VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS,
APPROVING A REDEVELOPMENT AGREEMENT BETWEEN THE VILLAGE OF LAKE
ZURICH AND THE WALTON ASSOCIATES FAMILY LIMITED PARTNERSHIP**

WHEREAS, the Village of Lake Zurich, Illinois (the "Village") is a duly organized and validly existing non-home-rule municipality created in accordance with the Constitution of the State of Illinois of 1970 and the laws of the State; and

WHEREAS, pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act"), the President and Board of Trustees of the Village (collectively, the "Corporate Authorities") are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a "blighted area" or a "conservation area" as such terms are defined in the TIF Act; and

WHEREAS, to stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 19th day of January, 2015, pursuant to Ordinance Nos. 2015-2-030, 2015-2-031 and 2015-2-032 approved a Redevelopment Plan and Project (the "Redevelopment Plan") for an area designated as the Downtown TIF District #2 (the "Project Area") which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of "redevelopment project costs" incurred within the Project Area as authorized by the TIF Act; and

WHEREAS, The Walton Associates Family Limited Partnership, an Illinois Corporation (the "Developer") has advised the Village that it intends to purchase the certain parcels commonly known as 2 East Main St., 10 East Main St., 8 North Old Rand Road, Lake Zurich, Illinois, and identified by parcel number 14-20-100-008 (the "Subject Property"), which the Village has owned since 2006; and

WHEREAS, the Developer has advised the Village that once it has secured ownership of the Subject Property, it intends to renovate the Subject Property with the construction of a parapet and new building façade, replacement of the roof and the HVAC system, as well as interior improvements to the Subject Property (collectively the "Project"); and

WHEREAS, the Developer has advised the Village that in order to proceed with the

Project and complete the redevelopment and renovation of the Subject Property it will require an investment of approximately 1.5 million dollars, and therefore, financial assistance from the Village is necessary to proceed; and

WHEREAS, the Corporate Authorities have determined that in order to induce the Developer to undertake the Project it is in the best interests of the Village, and the health, safety, morals, and welfare of the residents of the Village, for the Village to provide financial assistance pursuant to the terms of a redevelopment agreement between the Village and the Developer thereby eliminating blight factors found within the Project Area; increasing the tax base of the Village and taxing districts authorized to levy taxes upon the Subject Property; and providing job opportunities for its citizens.

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

Section 1: That the Redevelopment Agreement by and between the Village and the Developer, attached hereto and made a part hereof, is hereby approved and the Village President and Clerk are hereby authorized to execute and deliver said Agreement and undertake any and all actions as may be required to implement its terms on behalf of the Village.

Section 2: This Ordinance shall be in full force and effect immediately upon its passage by the President and Board of Trustees of the Village and approval as provided by law.

ADOPTED this _____ day of March, 2024, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by me this _____ day of March, 2024

Village President

Attest:

Village Clerk

**REDEVELOPMENT AGREEMENT BY AND BETWEEN THE VILLAGE OF LAKE ZURICH,
LAKE COUNTY, ILLINOIS AND THE WALTON ASSOCIATES FAMILY LIMITED
PARTNERSHIP**

THIS REDEVELOPMENT AGREEMENT (the “*Agreement*”) is entered into as of the _____ day of March, 2024, by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation (“*Village*”), and Walton Associates Family Limited Partnership, an Illinois Corporation (“*Developer*”).

In consideration of the mutual covenants and agreements set forth in this Agreement, the Village and the Developer hereby agree as follows:

ARTICLE 1: RECITALS

1.1 The Village is engaged in the revitalization of its commercial properties known as the “Block A” of the Village which includes certain parcels commonly known as 2 East Main St., 10 East Main St., 8 North Old Rand Road, Lake Zurich, Illinois, and identified by parcel number 14-20-100-008 (the “*Subject Property*”), which the Village has owned since 2006.

1.2 The Village has the authority pursuant to the laws of the State of Illinois, to promote the health, safety, and welfare of its inhabitants, to prevent the spread of blight, to encourage private development in order to enhance the local tax base, to increase job opportunities, and to enter into contractual agreements with third parties for the purpose of achieving these purposes.

1.3 Pursuant to the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the “*TIF Act*”), the President and Board of Trustees of the Village (collectively the “*Corporate Authorities*”) are empowered to undertake the redevelopment of a designated area within its municipal limits in which existing conditions permit such area to be classified as a “blighted area” or a “conservation area” as such terms are defined in the TIF Act.

1.4 To stimulate and induce redevelopment pursuant to the TIF Act, the Village, after giving all required notices, conducting a public hearing and making all findings required by law, on the 19th day of January, 2015, pursuant to Ordinance Nos. 2015-2-030, 2015-2-031 and 2015-2-032 approved a Redevelopment Plan and Project (the “*Redevelopment Plan*”) for an area designated as the Downtown TIF District #2 (the “*Project Area*”) which Project Area includes the Subject Property, and adopted tax increment financing for the payment and financing of “redevelopment project costs” incurred within the Project Area as authorized by the TIF Act.

1.5 The Developer has submitted a proposal to the Village to purchase the Subject Property from the Village and to undertake its renovation with the construction of a parapet and new building façade, replacement of the roof and the HVAC system, as well as interior improvements to the Subject Property (collectively the “*Project*”); provided however, because the Subject Property is currently occupied by commercial businesses, it is understood that all work shall be done with as little interruption as possible to the operation of these businesses during the construction of the Project.

1.6 The Developer has advised the Village that in order to proceed with the Project and complete the redevelopment and renovation of the Subject Property it will require an investment

of approximately 1.5 million dollars, and therefore, financial assistance from the Village is necessary to proceed.

1.7 After a review of all of the goals and objectives of the Redevelopment Plan and the Project as presented by the Developer, the Corporate Authorities have concluded that the Project is in furtherance of the Redevelopment Plan and the Village's future plan for its downtown commercial district, and therefore, the Village is prepared to convey the Subject Property to the Developer and provide financial assistance in accordance with the terms and conditions as hereinafter provided.

1.8 The Village believes that the development of the Subject Property as proposed, shall eliminate blight factors found within the Project Area; increase the tax base of the Village and taxing districts authorized to levy taxes upon the Subject Property; provide job opportunities for its citizens; and, improve the general welfare of the community and is therefore the Village is willing to proceed as hereinafter set forth.

ARTICLE 2: CONDITIONS PRECEDENT TO THE CONVEYANCE OF THE SUBJECT PROPERTY

2.1 Within thirty (30) days of the execution of this Agreement, the Developer shall submit to the Village an estimated budget listing all costs to be incurred (including the cost of acquisition) to redevelop the Subject Property including all legal fees; architectural and design fees; costs for the renovation of both exterior and interior of the building; and any other cost as may be required to complete the Project (the "*Project Budget*").

2.2 Within thirty (30) days after the submission of the Project Budget, the Developer shall submit to the Village proof of financing in an amount equal to the Project Budget.

ARTICLE 3: OBLIGATIONS OF THE VILLAGE

3.1 Upon receipt of the documentation from the Developer as required by Article 2 above, the Village agrees to convey the Subject Property to the Developer for a purchase price of \$200,000 (the "*Purchase Price*") in accordance with the terms set forth on the Letter of Intent for Sale – Commercial Real Estate dated January 31, 2024 attached hereto as Exhibit A ("*Letter of Intent*") and those terms and conditions hereinafter set forth upon notice from the Developer of the termination of the Due Diligence Period as set forth in the Letter of Intent.

3.2 At the sole cost of the Developer, the Village shall deliver to the Developer at closing a title insurance policy in the amount of the Purchase Price insuring title to the Developer subject to all current leases and covenants and conditions of record. The Village shall not be responsible for the cost of any survey, environmental investigations or closing costs on the transfer of the Subject Property. Conveyance of the Subject Property to the Developer shall be by recordable warranty deed, subject to all current leases and the covenants and conditions of record and shall occur:

- (a) upon written confirmation from the Developer that rents for existing tenants shall not increase by more than ten percent (10%) through June, 2025; and
- (b) payment in full of the purchase price.

3.3 The Developer shall submit all paid invoices, receipts and such other documentation for costs incurred by the Developer after completion of each phase of the Project.

ARTICLE 4: DEVELOPER'S OBLIGATIONS

4.1 The Developer covenants to construct the Project in phases, the first phase being the exterior facade ("Phase 1") and commence construction of Phase 1 within thirty days of conveyance to the Subject Property and receipt of all permits as required by all applicable Village Codes. Upon completion of *Phase 1*, the Developer shall immediately proceed with the replacement of the roof and the HVAC and needed electrical systems ("Phase 2"). Upon completion of Phase 2, the Developer shall undertake interior improvements as tenants may permit ("Phase 3"). The Developer agrees to continue to do all work required to complete the construction of the Project and complete all Phases of the Project within twenty-four months of the commencement date.

4.2 The Developer further warrants, covenants and agrees:

- (a) To proceed with the Project and work cooperatively with the current tenants so as not to interfere with their operations;
- (b) Not to raise the rent of the current tenants by more than ten percent (10%) before June, 2025;
- (c) Not to sell, transfer, gift or convey the Subject Property for the term of this Agreement without the consent of the Village;
- (d) To maintain the Subject Property in accordance with all applicable Village Codes throughout the term of this Agreement; and
- (e) To pay all fees, licenses, taxes of any kind assessed upon the Subject Property, including real estate taxes throughout the term of this Agreement.

ARTICLE 5: REIMBURSEMENT

5.1 The Village has established a special tax allocation fund solely for the Project Area (the "STAF") into which the Village shall deposit all Incremental Taxes, as defined below, generated from the Project Area.

5.2 So long as the Developer has not received a notice of an event of default pursuant to Article 7 which remains outstanding, commencing December 1, 2025, or ten (10) days following the date upon which the Village receives Incremental Taxes from the final installment of real estate taxes for 2024, upon proof to the Village that the Developer has expended a minimum of \$250,000, the Village shall reimburse the Developer an amount equal to eighty percent (80%) of the Incremental Taxes derived solely from the Subject Property. On December 1, 2026 or ten days following the date of receipt of by the Village of Incremental Taxes from the final installment of the real estate taxes, and annually thereafter, the Village agrees to reimburse the Developer eighty percent (80%) of the Incremental Taxes derived solely from the Subject Property for eligible "Redevelopment Project" costs as hereinafter defined until the Developer has been reimbursed in an amount not to exceed \$100,000.00

5.3 As used in this Agreement, "Incremental Taxes" shall mean the amount in the STAF equal to the amount of ad valorem taxes, if any, paid in respect of the Project Area and its improvements which is attributable to the increase in the equalized assessed value of all the parcels of property located herein over the initial equalized assessed value of said parcels.

5.4 For purposes of the Agreement, Redevelopment Project Costs shall mean and include all costs and expenses defined as "redevelopment Project Costs" in Section 11 – 74.4-3 (q) of the TIF Act.

5.5 THE VILLAGE'S OBLIGATION TO REIMBURSE THE DEVELOPER UNDER THIS AGREEMENT IS A LIMITED OBLIGATION PAYABLE SOLELY FROM INCREMENTAL TAXES DEPOSITED INTO THE STAF FROM TIME TO TIME AND SHALL NOT BE SECURED BY THE FULL FAITH AND CREDIT OF THE VILLAGE.

ARTICLE 6. REPRESENTATIONS, WARRANTIES, AND COVENANTS

6.1 To induce the Village to enter into this Agreement and to adopt the ordinances and resolutions and grant the rights herein provided to the Developer, the Developer represents, covenants, warrants, and agrees, as the basis for the undertakings on the Developer's part herein contained, that:

- (a) All representations and agreements made by the Developer in the Agreement are true, complete, and accurate in all respects.
- (b) The Developer is an Illinois corporation duly formed and existing under the laws of the State of Illinois authorized to do business in Illinois, and the Developer has the power to enter into, and by proper action has been duly authorized to execute, deliver, and perform, this Agreement. The Developer will do, or cause to be done, all things necessary to preserve and keep in full force and effect its existence and standing as a limited liability company authorized to do business in the State of Illinois for so long as the Developer is developing and constructing the Development Plans.
- (c) The execution, delivery, and performance of this Agreement by the Developer, the consummation of the transactions contemplated hereby, and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of any of the terms, conditions, or provisions of any offering or disclosure statement made, or to be made, on behalf of the Developer, or any restriction, organizational document, agreement, or instrument to which the Developer, or any of its partners or venturers, is now a party or by which the Developer, or any of its partners or venturers, is bound, or constitute a default under any of the foregoing.

6.2 The Developer further warrants there are no actions at law or similar proceedings either pending or, to the best of the Developer's knowledge, threatened against the Developer that would materially or adversely affect:

- (i) The ability of the Developer to proceed with the acquisition and construction of the Project;
- (ii) The Developer's financial condition;
- (iii) The level or condition of the Developer's assets as of the date of this Agreement; or,
- (i) The Developer's reputation.

6.3 To induce the Developer to enter into this Agreement and to undertake the performance of its obligations under this Agreement, the Village represents, covenants, warrants and agrees as follows:

- (a) All representations and agreements made by the Village in this Agreement are true, complete, and accurate in all respects.
- (b) The Village has the power to enter into and perform its obligations under this Agreement and by proper action has duly authorized the Village President and Village Clerk to execute and deliver this Agreement.
- (c) The execution, delivery, and performance of this Agreement by the Village, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement shall not conflict with or result in a violation or breach of the terms of any order, agreement, or other instrument to which the Village is a party or by which the Village is now bound.

ARTICLE 7: ENFORCEMENT AND REMEDIES

7.1 Enforcement: Remedies. The Village may enforce or compel the performance by the Developer of this Agreement, in law or in equity, by suit, action, mandamus, or any other proceeding, including specific performance. Notwithstanding the foregoing, the Developer agrees that it will not seek, and does not have the right to seek, to recover a judgment for monetary damages against the Village or any elected or appointed officials, officers, employees, agents, representatives, engineers, consultants, or attorneys thereof, on account of the negotiation, execution, or breach of any of the terms and conditions of this Agreement.

7.2 Notice; Cure; Self-Help. In the event of a breach of this Agreement by the Developer, the Village agrees that, unless specifically provided otherwise by any other provision of this Article 5, the Developer shall have thirty (30) days after notice of any breach delivered in accordance with Article 8 to correct the same prior to the pursuit of any remedy provided for in Section 5; provided, however, that the 30-day period shall be extended, but only (i) if the alleged breach is not reasonably susceptible to being cured within the 30-day period, and (ii) if the Developer has promptly initiated the cure of the breach, and (iii) if the Developer diligently and continuously pursues the cure of the breach until its completion. If the Developer shall fail to perform any of its obligations under this Agreement, and if the Village shall have given written notice of the default to the Developer, and if the Developer shall have failed to cure the default as provided in this Section 5.2, then, except as specifically provided otherwise in the following

sections of this Article 5 and in addition to any and all other remedies that may be available either in law or equity, the Village shall have the right (but not the obligation) to take any action as in its discretion and judgment shall be necessary to cure the default. In any event, the Developer hereby agrees to pay and reimburse the Village for all costs and expenses reasonably incurred by it in connection with action taken to cure the default, including attorney's fees and court costs.

7.3 Any of the following events or circumstances shall be an event of default by Developer with respect to this Agreement:

- (a) If any material representation made by the Developer in this Agreement, or in any certificate; notice, demand to the Village; or request made by the Village in connection with any of documents, shall prove to be untrue or incorrect in any material respect as of the date made.
- (b) Default by the Developer in the performance or breach of any material covenant contained in this Agreement concerning the existence, structure, or financial condition of the Developer.
- (c) The Developer's default in the performance or breach of any material covenant, warranty, or obligation contained in this Agreement.
- (d) The Developer's breach of the covenants as set forth in Section 4.2.
- (e) The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Developer in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official of the Developer for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order un-stayed and in effect for a period of 60 consecutive days. There shall be no cure period for this event of default.
- (f) The commencement by the Developer of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency, or other similar law, or the consent by the Developer to the appointment of or taking possession, by a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of the Developer or of any substantial part of the Developer's property, or the making by any such entity of any assignment for the benefit of creditors or the failure of the Developer generally to pay such entity's debts as such debts become due or the taking of action by the Developer in furtherance of any of the foregoing. There shall be no cure period for this event of default.

7.4 The Village shall have the following remedies in the event of default by the Developer:

- (a) In the case of an event of default by the Developer no further reimbursements shall be made to the Developer. The Developer shall pay the Village all sums received as reimbursement of the Initial Payment. The Village may institute such legal proceedings as necessary to enforce the terms in this Agreement.
- (b) In case the Village shall have proceeded to enforce its rights under this Agreement and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Village, then, and in every such case, the Developer and the Village shall be restored respectively to their several positions and rights hereunder, and all rights, remedies and powers of the Developer and the Village shall continue as though no such proceedings had been taken.

7.5 The Developer agrees to indemnify the Village, and all of its elected and appointed officials, officers, employees, agents, representatives, engineers, consultants, and attorneys, against any and all claims that may be asserted at any time against any of such parties in connection with or as a result of (i) the Developer's development, construction, maintenance, or use of any property; or, (ii) the Developer's default under the provisions of this Agreement.

ARTICLE 8: GENERAL PROVISIONS

8.1 The Developer acknowledges and agrees that (i) the Village is not, and shall not be, in any way liable for any damages or injuries that may be sustained as the result of the Village's review and approval of any plans or improvements or as a result of the issuance of any approvals, permits, certificates, or acceptances for the development or use of any portion of the Subject Property or the improvements and (ii) the Village's review and approval of any plans and the issuance of any approvals, permits, certificates, or acceptances does not, and shall not, in any way be deemed to insure the Developer, or any of its successors, assigns, tenants, or licensees, or any third party, against violations or damage or injury of any kind at any time.

8.2 The Developer shall hold harmless the Village, and all of its elected and appointed officials, employees, agents, representatives, engineers, consultants, and attorneys from any and all claims that may be asserted at any time against any of such parties in connection with (i) the Village's review and approval of any plans or improvements or (ii) the Village's issuance of any approval, permit or certificate. The foregoing provision, however, shall not apply to claims made against the Village as a result of a Village event of default under this Agreement, claims that are made against the Village that relate to one or more of the Village's representations, warranties, or covenants under Section 6.3 and claims that the Village, either pursuant to the terms of this Agreement or otherwise explicitly has agreed to assume.

8.3 The Village shall be under no obligation to exercise rights granted to it in this Agreement except as it shall determine to be in its best interest from time to time. Except to the extent embodied in a duly authorized and written waiver of the Village, no failure to exercise at any time any right granted herein to the Village shall be construed as a waiver of that or any other right.

8.4 Time is of the essence of this Agreement, provided, however, a party shall not be deemed in material breach of this Agreement with respect to any of its obligations under this

Agreement on such party's part to be performed if such party fails to timely perform the same and such failure is due in whole or in part to any strike, lock-out, labor trouble (whether legal or illegal), civil disorder, weather conditions, failure or interruptions of power, restrictive governmental laws and regulations, condemnations, riots, insurrections, acts of terrorism, war, fuel shortages, accidents, casualties, floods, earthquakes, fires, acts of God, epidemics, quarantine restrictions, freight embargoes, acts caused directly or indirectly by the other party (or the other party's agents, employees or invitees) or similar causes beyond the reasonable control of such party ("Force Majeure"). If one of the foregoing events shall occur or either party shall claim that such an event shall have occurred, the party to whom such claim is made shall investigate same and consult with the party making such claim regarding the same and the party to whom such claim is made shall grant any extension for the performance of the unsatisfied obligation equal to the period of the delay, which period shall commence to run from the time of the commencement of the Force Majeure; provided that the failure of performance was reasonably caused by such Force Majeure.

8.5 This Agreement may not be assigned by the Developer without the prior written consent of the Village, which consent shall not be unreasonably withheld.

ARTICLE 9. TERM

9.1 This Agreement shall be in full force and effect upon its execution by the parties and terminate upon the first to occur: (i) payment in full of the Initial Payment and the Note; or, (ii) December 31, 2038.

ARTICLE 10. NOTICES

10.1 All notices and other communications in connection with this Agreement shall be in writing and shall be deemed delivered to the addressee thereof (a) when delivered in person on a business day at the address set forth below, or (b) on the third business day after being deposited in any main or branch United States post office, for delivery by properly addressed, postage prepaid, certified or registered mail, return receipt requested, at the address set forth below, or (c) by facsimile or email transmission, when transmitted to either the facsimile telephone number or email address set forth below, when actually received.

Notices and communications to Developer shall be addressed to, and delivered at, the following addresses:

Walton Associates Family
Limited Partnership

With a copy to:

Notices and communications to the Village shall be addressed to and delivered at these addresses:

with a copy to:

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

Ottosen DiNolfo Hasenbalg & Castaldo, Ltd.
Attn: Kathleen Field Orr
1804 N Naper Blvd., Suite 350,

Attn: Village Manager

Naperville, Illinois 60563

By notice complying with the requirements of this Article, each party shall have the right to change the address or addressee, or both, for all future notices and communications to such party, but no notice of a change of address or addressee shall be effective until actually received.

ARTICLE 11. IN GENERAL

11.1 No modification, addition, deletion, revision, alteration, or other change to this Agreement shall be effective unless and until the change is reduced to writing and executed and delivered by the Village and the Developer. No term or condition of this Agreement shall be deemed waived by any party unless the term or condition to be waived, the circumstances giving rise to the waiver and, where applicable, the conditions and limitations on the waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach whether of the same or different provisions of this Agreement.

11.2 No claim as a third party beneficiary under this Agreement by any person, firm, or corporation shall be made, or be valid, against the Village or the Developer.

11.3 This Agreement shall constitute the entire agreement of the Parties; all prior agreements between the Parties, whether written or oral, are merged into this Agreement and shall be of no force and effect.

11.4 This Agreement is to be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the dates set forth below their respective signatures, to be effective as of the date first written above.

VILLAGE OF LAKE ZURICH

Attest:

By: _____
Village President

By: _____
Village Clerk

Date: _____, 2024

Walton Associates Family Limited Partnership, an Illinois Corporation

By: _____
President

Attest:

Date: _____, 2024



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

6B

MEMORANDUM

Date: February 28, 2024

To: Ray Keller, Village Manager

From: Michael J. Brown, Public Works Director

Subject: **2024 Infrastructure Improvement Program**

Issue: The FY 2024 budget includes \$2.5 million in the Non-Home Rule Sales Tax Fund and \$3.6 million in the Water and Sewer Fund for the 2024 infrastructure improvement program.

Village Strategic Plan: This agenda item is consistent with the following strategic objectives:

- Infrastructure Investment
 - Address issues of stormwater management and roadway resurfacing
 - Identify means to enhance pedestrian mobility
- Economic Development
 - Revitalization of Main Street Area

Background: With the overall project efficiencies that were gained by combining infrastructure improvements and road resurfacing with the 2023 program, staff is recommending to continue with the same approach for 2024. The Village's Pavement Management Plan identifies roadways to be resurfaced in the Cedar Creek Subdivision and Golfview Road in the Manor subdivision.

The scope of the work includes pavement resurfacing, concrete repair, utility infrastructure repair, and storm water improvements. Upon completion of the proposed improvements, the roads should have an estimated service life of 15-20 years with proper maintenance.

In addition, the proposed project includes areas that are prone to water main breaks and are nearing the end of their structural life. The scope includes the installation of PVC water mains through horizontal directional drilling (HDD), a method that reduces the impacts to public and private assets such as trees, driveways, and pedestrian walkways.

Analysis: The 2024 program consists of four phases.

- 1) The first phase of the project consists of the replacement of 1,500 feet of 12-inch water main on the south side of Route 22 from 1111 East Route 22 (Knox Park), to approximately 400 feet east of Fern Drive (subdivision limits of Cedar Creek).

- 2) The second phase consists of the replacement of approximately 3,500 feet of 8-inch watermain, and roadway resurfacing in the Cedar Creek Subdivision.
- 3) The third phase of this project consists of the resurfacing of Golfview Road from North Rand Road east to Lions Drive.
- 4) The fourth and final phase of the project consists of the replacement of 1,900 feet of 12-inch water main on the south side of Route 12 from 775 South Rand Road (Starbucks) east to 875 South Rand Road (Lake Zurich Well House 9).

The bid opening on February 15, 2024 yielded five (5) bids, the results are shown below:

Name of Bidder	Bid Amount
PirTano Construction Company	\$4,896,680.43
Lenny Hoffman Excavating, Inc.	\$5,014,363.19
Mauro Sewer Construction	\$5,193,649.80
Joel Kennedy Construction	\$5,414,708.51
Bolder Contractors, Inc.	\$5,694,049.51

A summary of the proposed budget is provided below:

2024 Watermain and Roadway Improvements	
Construction (Base Project)	\$4,896,680.43
Contingency (10%)	\$489,668.04
Engineering/Design/Material Testing (5%)	\$244,834.02
Total Project Cost	\$5,631,182.49

Given the following variables, staff is recommending a 10% contingency:

- 1) For most of the Cedar Creek Subdivision water main installation, the proposed water main will be installed approximately 4 feet away from the existing water main. Due to this close proximity, existing water main breaks may occur and require immediate attention by the onsite contractor.
- 2) Excavation depths for this project are as deep as 17 feet at a jack and auger pit on the south side of Route 22 East of Fern Road. Additional traffic control within the project area may be required if the soils create unsafe working conditions and excavations must be widened.

- 3) The roadway cores performed during preliminary engineering yielded a wide variety of existing asphalt thicknesses. Due to this variability, roadway reconstruction rather than resurfacing may be required in some areas.

Recommendation: Award a contract for the 2024 Infrastructure Improvement Program to Pir Tano Construction Company of Addison, Illinois for the base project of \$4896,680.43 with a total project expenditure including contingency not-to-exceed \$5,631,182.49.

W/ attachments:

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

BID: 2024 Water Main and Roadway Improv.

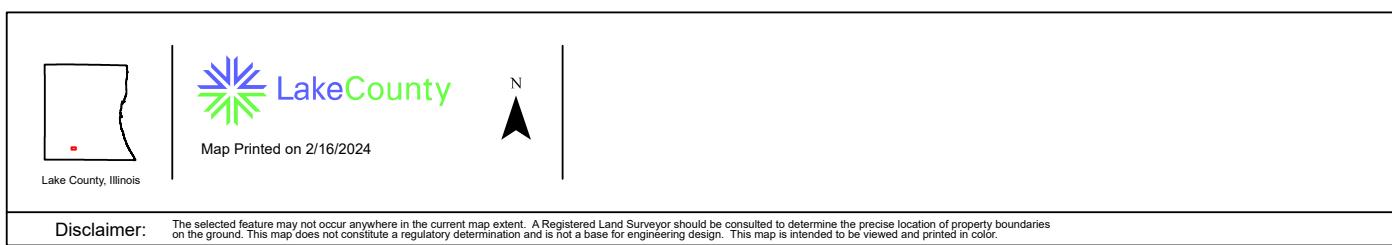
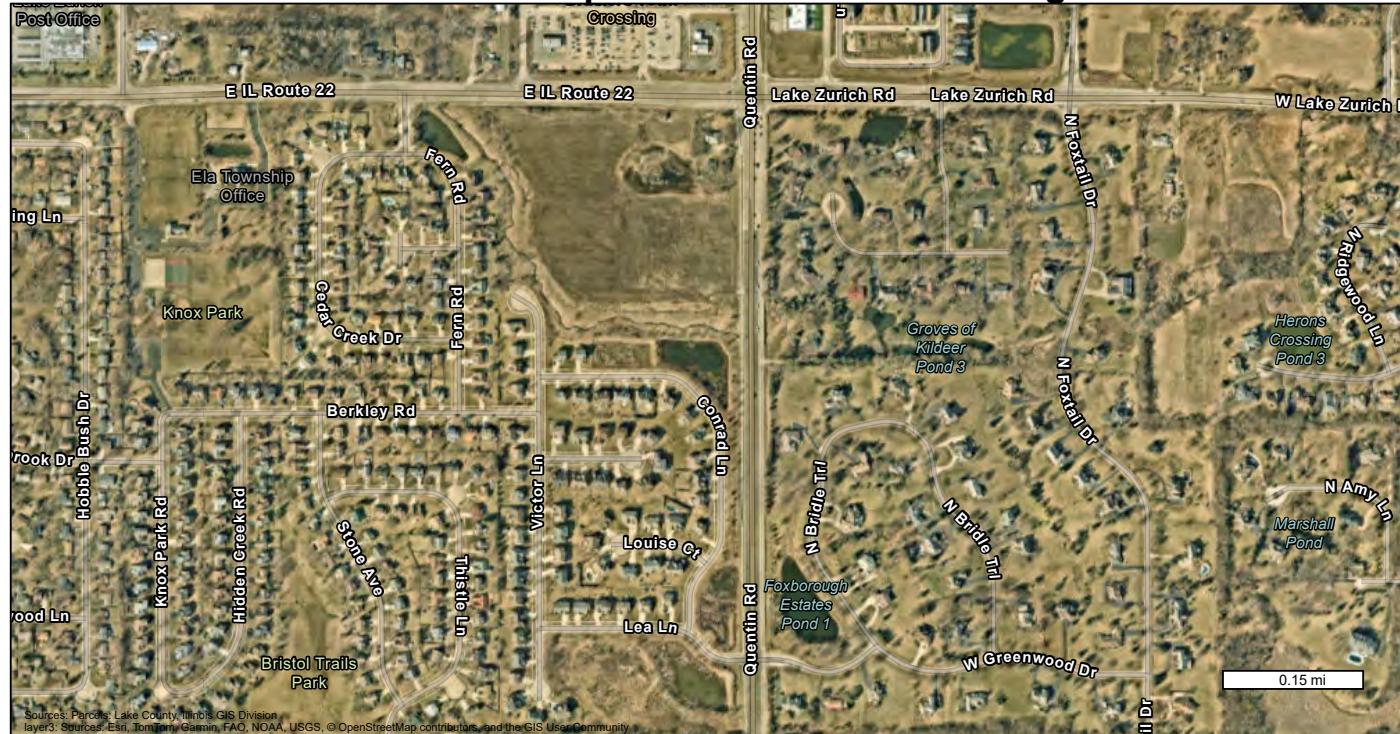
Due: February 15, 2024 10:00 a.m.

Bidder	Bid Amount	Total
PirTano Construction Co LLC 1766 Armitage Ct Addison, IL 60101	Bond - Yes Addendum 1, 2, 3 - Yes 02/15/2024 8:18 a.m.	\$4,896,680.43
Joel Kennedy Constructing Corp 2830 N. Lincoln Ave Chicago, IL 60657	Bond - Yes Addendum 1, 2, 3 - Yes 02/15/2024 9:28 a.m.	\$5,414,708.51
Mauro Sewer Construction Inc 1251 Redeker Rd Des Plaines, IL 60016	Bond - Yes Addendum 1, 2, 3 - Yes 02/15/2024 9:37 a.m.	\$5,193,644.80
Bolder Contractors Inc 316 Cary Point Dr Cary, IL 60013	Bond - Yes Addendum 1, 2, 3 - Yes 02/15/2024 9:41 a.m.	\$5,694,049.51
Lenny Hoffman Excavating Inc 5400 W. Elm St, Ste 204 McHenry, IL 60050	Bond - Yes Addendum 1, 2, 3 - Yes 02/15/2024 9:50 a.m.	\$5,018,308.19

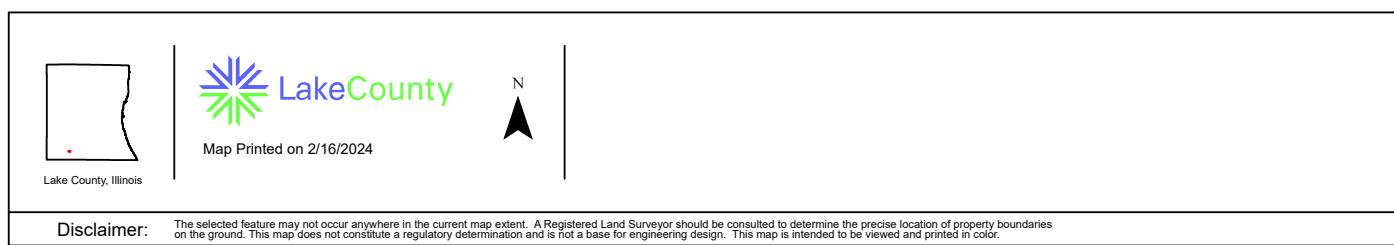
Mike Brown, PW Director
 Laura Berg, Accounts Payable
 Adam Hartmann, Project Mgr
 Kevin Lill, Project Eng. Manhard
 Steve Paulus, Assistant Director

2/15/2024 10:01a.m.
 Village Hall 1st Floor Conference Room

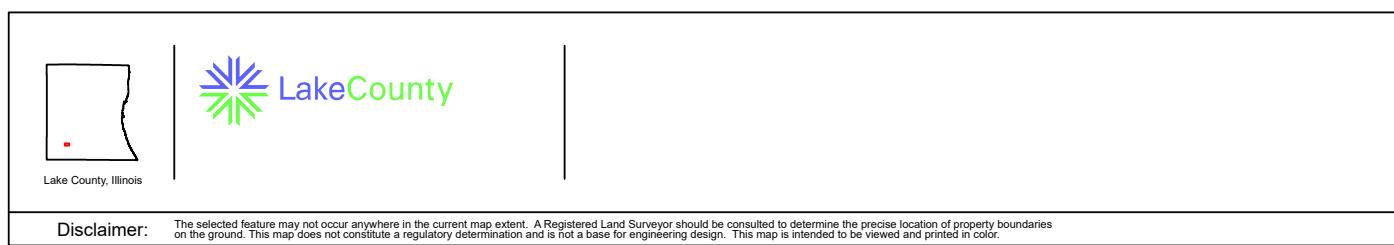
Route 22 and Cedar Creek Subdivision Watermain Replacement and Resurfacing



Route 12 Watermain Replacement



Golfview Rd Resurfacing



Project: 2024 Water Main and Roadway Improvements
 Location: Village of Lake Zurich

Bid Opening: 2/15/2024



Budgeted
 Non-Home Rule \$2,500,000.00
 Sewer and Water \$3,600,000.00



Apparent Low Bidder

PirTano Construction Company

SSRB NUMBER	DESCRIPTION	CEDAR CREEK SUBDIVISION ON WATERMAIN AND RESURFACING	ROUTE 22 WATERMAIN AIN	ROUTE 12 WATERMAIN AIN	GOLFVIEW ROAD RESURFACING	TOTAL	UNIT	UNIT PRICE	TOTAL PRICE
20100110	TREE REMOV 6-15	50	50	50	0	150	UNIT	\$18.00	\$2,700.00
20100210	TREE REMOV OVER 15	50	50	50	0	150	UNIT	\$34.00	\$5,100.00
20101000	TEMPORARY FENCE	0	250	250	0	500	FOOT	\$4.00	\$2,000.00
50102400	CONCRETE REMOVAL	10	10	10	0	30	CU YD	\$285.00	\$8,550.00
66901001	REGULATED SUBSTANCE PRE-CONSTRUCTION PLAN	0.25	0.25	0.25	0.25	1	LUM SUM	\$2,000.00	\$2,000.00
66901003	REGULATED SUBSTANCE FINAL CONSTRUCTION PLAN	0.25	0.25	0.25	0.25	1	LUM SUM	\$500.00	\$500.00
66901006	REGULATED SUBSTANCES MONITORING	1	1	13	0	15	CAL DAY	\$400.00	\$6,000.00
67100100	MOBILIZATION		0.25	0.25		0.5	LUM SUM	\$286.873.00	\$143,436.50
AR156510	SILT FENCE	0	2145	0	0	2145	FOOT	\$3.15	\$6,756.75
B2004120	TREE, MALUS PRAIRIFIRE (PRAIRIFIRE CRABAPPLE), 2-1/2" CALIPER, TREE FORM, BALLED AND BURLAPPED	5	1	1	0	7	EACH	\$500.00	\$3,500.00
X7240600	REMOVE RE-ERECT EXISTING SIGN	5	5	5	0	15	EACH	\$150.00	\$2,250.00
XX003402	WATER MAIN INSULATION	25	25	25	0	75	FOOT	\$40.00	\$3,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	8	0	0	3	11	EACH	\$1,200.00	\$13,200.00
1	UTILITY VERIFICATION (POTHOLING)	0.3	0.3	0.3	0	1	LUM SUM	\$25,000.00	\$25,000.00
8	WATERMAIN, 8" BORED	2215	0	0	0	2215	FOOT	\$144.00	\$318,960.00
9	WATERMAIN, 12" BORED	0	270	1260	0	1530	FOOT	\$228.00	\$348,840.00
10	WATERMAIN, 8" OPEN CUT	1260	12	10	0	1282	FOOT	\$265.86	\$340,832.52
11	WATERMAIN, 10" OPEN CUT	0	0	25	0	25	FOOT	\$221.94	\$5,548.50
12	WATERMAIN, 12" OPEN CUT	0	980	580	0	1560	FOOT	\$236.00	\$368,160.00
13	WATERMAIN 12" IN CASING PIPE	0	222	0	0	222	FOOT	\$102.00	\$22,644.00
14	STEEL CASING PIPE BORED AND JACKED 24"	0	222	0	0	222	FOOT	\$681.00	\$151,182.00
15	CASING PIPE, 16"	20	20	20	0	60	FOOT	\$100.00	\$6,000.00
16	ABANDON EXISTING WATER MAIN	2	12	2	0	16	EACH	\$700.00	\$11,200.00
17	REMOVE EXISTING WATER MAIN	40	980	230	0	1250	FOOT	\$10.00	\$12,500.00
18	REMOVE EXISTING FIRE HYDRANT ASSEMBLY	11	2	1	0	14	EACH	\$1,000.00	\$14,000.00
19	REMOVE VALVE VAULT	8	2	4	0	14	EACH	\$750.00	\$10,500.00
20	REMOVE VALVE BOX	1	3	2	0	6	EACH	\$252.00	\$1,512.00
21	MECHANICALLY CAP WATERMAIN	1	0	1	0	2	EACH	\$1,800.00	\$3,600.00
22	ADJUST EXISTING WATERMAIN	20	20	20	0	60	FOOT	\$250.00	\$15,000.00
23	GATE VALVE, 8"	9	2	1	0	12	EACH	\$2,370.00	\$28,440.00
24	GATE VALVE, 10"	0	0	2	0	2	EACH	\$3,625.00	\$7,250.00
25	GATE VALVE, 12"	0	6	6	0	12	EACH	\$4,473.00	\$53,676.00
26	INSERT VALVE 10"	0	0	1	0	1	EACH	\$10,000.00	\$10,000.00
27	INSERT VALVE 12"	0	1	1	0	2	EACH	\$11,000.00	\$22,000.00
28	VALVE VAULT, 60"	9	8	9	0	26	EACH	\$5,646.00	\$146,796.00
29	VALVE BOX	1	1	1	0	3	EACH	\$695.00	\$2,085.00
30	FIRE HYDRANT ASSEMBLY	11	3	3	0	17	EACH	\$9,620.00	\$163,540.00
31	LINE STOP, 8"	1	2	0	0	3	EACH	\$6,000.00	\$18,000.00
32	LINE STOP, 10"	0	1	1	0	2	EACH	\$8,000.00	\$16,000.00
33	LINE STOP, 12"	0	1	1	0	2	EACH	\$8,500.00	\$17,000.00
34	CONNECT TO EXISTING WATER (NON-PRESSURE)	2	4	4	0	10	EACH	\$4,000.00	\$40,000.00
35	PRESSURE CONNECTION 8"	1	0	1	0	2	EACH	\$9,000.00	\$18,000.00
36	PRESSURE CONNECTION 10"	0	0	1	0	1	EACH	\$11,000.00	\$11,000.00
37	PRESSURE CONNECTION 12"	1	1	1	0	3	EACH	\$11,500.00	\$34,500.00
38	SANITARY SEWER LATERAL, 6"	200	0	0	60	260	FOOT	\$115.00	\$29,900.00
39	SANITARY SEWER, 12"	20	20	0	0	40	FOOT	\$160.00	\$6,400.00
40	SANITARY SEWER, 10"	20	0	0	20	40	FOOT	\$146.00	\$5,840.00
41	SANITARY SEWER, 8"	60	0	0	20	80	FOOT	\$135.00	\$10,800.00
42	SANITARY MANHOLE ADJUSTMENT	7	0	0	10	17	EACH	\$2,357.00	\$40,689.00
43	REMOVE SANITARY PIPES 6"-12"	300	20	0	100	420	FOOT	\$15.00	\$6,300.00
51	WATERMAIN QUALITY PIPE (WQP) 36"	0	22	0	0	22	FOOT	\$165.00	\$3,630.00
52	NON-SPECIAL WASTE DISPOSAL	15	15	125	0	155	CU YD	\$50.00	\$7,750.00
53	SOIL DISPOSAL ANALYSIS	1	1	1	0	3	EACH	\$750.00	\$2,250.00
54	TRAFFIC CONTROL AND PROTECTION, SPECIAL		0.25	0.25		0.5	LUM SUM	\$152,271.00	\$76,135.50
55	EROSION AND SEDIMENT CONTROL	0.25	0.25	0.25	0.25	1	LUM SUM	\$1,000.00	\$1,000.00
56	DEWATERING	0.3	0.3	0.3	0	1	LUM SUM	\$10,000.00	\$10,000.00
57	SURVEY LAYOUT & STAKING	0.3	0.3	0.3	0	1	LUM SUM	\$11,500.00	\$11,500.00
58	WATER SERVICE 1.5" (SHORT)	24	1	0	0	25	EACH	\$3,651.62	\$91,290.50
59	WATER SERVICE 1.5" (LONG)	40	0	0	0	40	EACH	\$5,664.68	\$226,587.20
20800150	TRENCH BACKFILL	200	20	20	200	440	CY	\$76.00	\$33,440.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	300	0	0	100	400	SY	\$3.40	\$1,360.00
28000510	INLET FILTERS	43	0	0	0	43	EACH	\$125.00	\$5,375.00
35800100	PREPARATION OF BASE	500	0	0	500	1000	SO YD	\$7.75	\$7,750.00
35800200	AGGREGATE BASE REPAIR	40	0	0	40	80	TON	\$72.00	\$5,760.00
40600291	BITUMINOUS MATERIALS TACK COAT	24773	0	0	7178	31951	POUND	\$0.01	\$319.51
40600982	HMA SURFACE REMOVAL BUTT JOINT	70	0	0	214	284	SQ YD	\$30.00	\$8,520.00
40600627	LEVELING BINDER (MACHINE METHOD), IL-9.5FG, N50	2825.9	0.0	0.0	863.6	3689	TON	\$89.50	\$330,165.50
40603355	HMA SURFACE COURSE "D" N50 (1.75")	3704	0	0	1132	4837	TON	\$87.60	\$423,721.20
42300205	PCC DRIVEWAY PAVEMENT 6"	800	0	0	20	820	SQ YD	\$83.00	\$68,060.00
42400205	PCC SIDEWALK 5"	11500	0	1000	0	12500	SQ FT	\$10.00	\$125,000.00
42400800	DETECTABLE WARNINGS	400	0	0	0	400	SQ FT	\$40.00	\$16,000.00
44000161	HOT-MIX ASPHALT SURFACE REMOVAL, 3"	36700	0	0	11215	47915	SY	\$4.00	\$191,660.00

Non-Home Rule	44000200	DRIVeway PAVEMENT REMOVAL	1064	150	0	36	1250	SQ YD	\$8.75	\$10,937.50
	44000500	COMBINATION CURB AND GUTTER REMOVAL	2300	20	30	0	2350	FOOT	\$12.00	\$28,200.00
	44000600	SIDEWALK REMOVAL	11500	0	1000	0	12500	SQ FT	\$3.15	\$39,375.00
	44201692	CLASS D PATCHES, TYPE II, 4"	1211	0	0	336	1548	SQ YD	\$15.00	\$23,220.00
	44201694	CLASS D PATCHES, TYPE III, 4"	1211	0	0	336	1548	SQ YD	\$15.00	\$23,220.00
	44201698	CLASS D PATCHES, TYPE IV, 4"	2051	0	0	336	2388	SQ YD	\$15.00	\$35,820.00
	44201745	CLASS D PATCHES, TYPE III, 8"	0	0	24	0	24	SQ YD	\$310.00	\$7,440.00
	54215545	METAL END SECTION 10"	0	0	0	2	2	EACH	\$640.00	\$1,280.00
	54215547	METAL END SECTION 12"	0	0	0	2	2	EACH	\$572.00	\$1,144.00
	54262724	METAL END SECTION 24"	2	0	0	0	2	EACH	\$1,160.00	\$2,320.00
	60255500	MANHOLE ADJUST	6	0	0	1	7	EACH	\$962.00	\$6,734.00
	60257900	MANHOLE RECONSTRUCT	2	0	0	1	3	EACH	\$2,647.00	\$7,941.00
	60406100	FRAME & LIDS TYPE I CLOSED LID	6	0	0	9	15	EACH	\$403.00	\$6,045.00
	60603800	COMBINATION CURB AND GUTTER TB6.12	0	0	10	0	10	FOOT	\$78.00	\$780.00
	60605000	COMBINATION CONCRETE CURB AND GUTTER, TYPE B-6.24	0	20	20	0	40	FOOT	\$83.00	\$3,320.00
	67100100	MOBILIZATION	0.25	0	0	0.25	0.5	LUM SUM	\$286,873.00	\$143,436.50
	78000400	THERMOPLASTIC PAVEMENT MARKING, 6"	800	20	20	0	840	FOOT	\$3.95	\$3,318.00
	78000650	THERMOPLASTIC PAVEMENT MARKING, 24"	160	0	0	165	325	FOOT	\$8.65	\$2,811.25
	*X0600079	COMBINATION CURB & GUTTER, TYPE M-4.12 SPECIAL	2300	0	0	2300	FOOT	\$40.20	\$92,460.00	
	XX009185	CONCRETE TRUCK WASHOUT	0.5	0	0.5	0	1	EACH	\$805.00	\$805.00
	2	BRICK PAVEMENT REMOVAL AND REPLACEMENT	20	0	0	20	40	SQ FT	\$26.00	\$1,040.00
	3	HMA DRIVEWAY PAVEMENT 3"	264	0	0	36	300	SQ YD	\$53.00	\$15,900.00
	4	UNSUITABLE SUBBASE REMOVAL, CA-6 REPLACE	100	50	50	100	300	CU YD	\$95.00	\$28,500.00
	5	UNSUITABLE SUBGRADE REMOVAL, CA-1 REPLACE	20	10	10	20	60	CU YD	\$75.00	\$4,500.00
	6	GRADING AND SHAPING OF DITCHES	0	0	0	50	50	CU YD	\$133.00	\$6,650.00
	7	RESTORATION OF LAWNS AND PARKWAYS	1500	600	700	2670	5470	SQ YD	\$8.00	\$43,760.00
	44	STORM SEWER REMOVAL (6"-12")	570	0	22	205	797	FOOT	\$15.00	\$11,955.00
	45	STORM SEWER REMOVAL (15"-24")	95	0	0	95	95	FOOT	\$20.00	\$1,900.00
	46	WATER MAIN QUALITY PIPE (WQP) 6"	100	0	0	20	120	FOOT	\$60.00	\$7,200.00
	47	WATER MAIN QUALITY PIPE (WQP) 8"	0	0	22	0	22	FOOT	\$70.00	\$1,540.00
	48	WATERMAIN QUALITY PIPE (WQP) 10"	460	0	0	135	595	FOOT	\$80.00	\$47,600.00
	49	WATERMAIN QUALITY PIPE (WQP) 12"	10	0	0	50	60	FOOT	\$125.00	\$7,500.00
	50	WATERMAIN QUALITY PIPE (WQP) 24"	95	0	0	0	95	FOOT	\$130.00	\$12,350.00
	54	TRAFFIC CONTROL AND PROTECTION, SPECIAL	0.25	0	0	0.25	0.5	LUM SUM	\$152,271.00	\$76,135.50

PirTano Construction Company
As Read As Calculated

Bid Total

\$4,896,680.43 \$4,896,680.43

Water and Sewer Fund	\$2,972,411.47
15% Contingency	\$445,861.72
5% Engineering	\$170,913.66
Water and Sewer Fund Total	\$3,589,186.85
Non-Home Rule Fund	\$1,924,268.96
15% Contingency	\$288,640.34
5% Engineering	\$110,645.47
Non-Home Rule Fund Total	\$2,323,554.77
Total Project Cost	\$5,912,741.62

Village of Elgin Unknown document property name:
2024 Water Main and Roadway Improvements
201.001009.00

FORM OF PROPOSAL

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

FROM: PirTano Construction Co., LLC
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
2024 Water Main and Roadway Improvements
For Cedar Creek Subdivision, Route 22, Route 12, Church Street, and Golfview Rd
Lake Zurich, Illinois

DATED: January 15th, 2024

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.

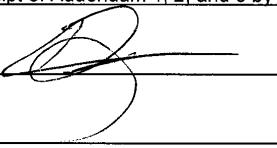
ADDENDUM NO. 3
SUBMIT WITH BID FORMS
VILLAGE OF LAKE ZURICH
2024 Water Main and Roadway Improvements
For Cedar Creek Subdivision, Route 22, Route 12, and Golfview Road
Lake Zurich, Illinois

February 9th, 2024

TO: ALL PROSPECTIVE BIDDERS

FROM: VILLAGE OF LAKE ZURICH

Bidders shall acknowledge receipt of Addendum 1, 2, and 3 by signing below.

Signed: 

James Davis

Printed Name

PirTano Construction Co., LLC

Name of Company

End of Addendum # 3

Village of Lake Zurich
2024 Water Main and Roadway Improvements
201.001008.06

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	1/31/24	
2	2/9/24	PLACE TAB HERE FOR BID OPENING
3	2/9/24	

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:
2024 Water Main and Roadway Improvements
For Cedar Creek Subdivision, Route 22, Route 12, and Golfview Rd
Lake Zurich, Illinois

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.j.i of the WATERMAIN CONSTRUCTION PROCEDURES.


AIA® Document A310™ – 2010
Bid Bond
CONTRACTOR:

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

OWNER:

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

BOND AMOUNT: \$ 10% of Total Bid Amount (Ten Percent of Total Bid Amount)

PROJECT:

(Name, location or address, and Project number, if any)
 2024 Watermain Improvements - Cedar Creek Subdivision
 Route 22, Route 12 & Golfview Road

SURETY:

(Name, legal status and principal place of business)
 Trisura Insurance Company
 2 Stamford Plaza, Suite 1504, 281 Tressor Blvd.
 Stamford, CT 06901

ADDITIONS AND DELETIONS:

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



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

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

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

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

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

Init.

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1

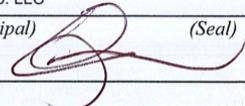
Signed and sealed this 5th day of February, 2024

Debrah Knepper
(Witness)

Mo C. Wolff
(Witness)

PirTano Construction Co. LLC

(Contractor as Principal)



(Seal)

(Title)

VP ESTIMATING

(Surety)



(Seal)

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

Init.

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User Notes:

2

(1481917559)



2 Stamford Plaza
Suite 1504, 281 Tresser Boulevard
Stamford, Connecticut 06901
us.surety@trisura.com

POWER OF ATTORNEY

Bond Number: _____
Bond issuance date: February 15, 2024

KNOW ALL MEN BY THESE PRESENTS: That **TRISURA INSURANCE COMPANY**, a corporation organized and existing under the laws of the State of Oklahoma, authorized to conduct a surety business, and having its principal place of business at 2 Stamford Plaza, Suite 1504, Tresser Boulevard, Stamford, Connecticut 06901, does hereby constitute and appoint:

Paul F Praxmarer, Diana Baker

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said **TRISURA INSURANCE COMPANY**, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

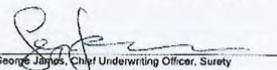
This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of **TRISURA INSURANCE COMPANY** and is granted under and by authority of the following resolution adopted by the Board of Directors of **TRISURA INSURANCE COMPANY** at a meeting duly held on the 11th day of December, 2020.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

IN WITNESS WHEREOF, **TRISURA INSURANCE COMPANY** have each executed and attested these presents

on this 25th day of February, 2022.

STATE OF Connecticut
County of Fairfield


George James, Chief Underwriting Officer, Surety



On this 25th day of February, 2022, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said he is the therein described and authorized officer of **TRISURA INSURANCE COMPANY**; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.

IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at
Fairfield, Connecticut the day and year first above written.

SERENA I. SZEKELY	Seal
Notary Public, State of Connecticut	
My Commission Expires 10/31/2026	a Notary Public of Connecticut
My Commission Expires: 10/31/2026	

CERTIFICATION

I, the undersigned officer of **TRISURA INSURANCE COMPANY** do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day,


Richard Grant
Richard Grant, Vice President, U.S. Surety

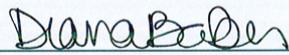
TO CONFIRM AUTHENTICITY OF THIS BOND OR DOCUMENT EMAIL: us.surety@trisura.com

ACKNOWLEDGMENT OF CORPORATE SURETY

STATE OF ILLINOIS

County of **Kane**

On this 15th day of **February, 2024** 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 **Trisura 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:
September 6, 2026

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

Village of Elgin Unincorporated property name
2024 Water Main and Roadway Improvements
201,001008.06

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 sixty (60) calendar days of the issue of a Notice to Proceed, with the understanding that the Notice to Proceed will be issued between March 18th, 2024 and April 15th, 2024.

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 Elgin Unknown document property name:
2024 Water Main and Roadway Improvements
201 001008-08

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

The undersigned, James Davis, 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.

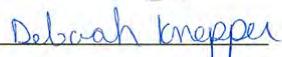
Date: February 15, 2024

Contractor: PirTano Construction Co., LLC

By:



Attest:



Village of Elmhurst
Unknown document property name
2024 Water Main and Roadway Improvements
201-001008-005

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 15 day of February, 2024

Contractor: PirTano Construction Co., LLC
 By (Signature) 
 Title: Vice President Estimating
 Business Address: 1766 Armitage Court
 City/State: Addison, IL 60101

ATTEST:

xxxxxx
Secretary
Witness

Debrah Knepper

SEAL

SUMMARY OF QUANTITIES - SUBMIT WITH BID									
SSRB NUMBER	DESCRIPTION	CEDAR CREEK SUBDIVISION WATERMAIN AND	ROUTE 22 WATERMAIN	ROUTE 12 WATERMAIN	GOLFVIEW ROAD RESURFACING	TOTAL	UNIT	UNIT PRICE	TOTAL
20100110	TREE REMOV 6-15	50	50	50	0	150	UNIT	\$ 18.00	\$ 2,700.00
20100210	TREE REMOV OVER 15	50	50	50	0	150	UNIT	\$ 34.00	\$ 5,100.00
20101000	TEMPORARY FENCE	0	250	250	0	500	FOOT	\$ 4.00	\$ 2,000.00
20800150	TRENCH BACKFILL	200	20	20	200	440	CY	\$ 76.00	\$ 33,440.00
21001000	GEOTECHNICAL FABRIC FOR GROUND	300	0	0	100	400	SY	\$ 3.40	\$ 1,360.00
28000510	INLET FILTERS	43	0	0	0	43	EACH	\$ 125.00	\$ 5,375.00
35800100	PREPARATION OF BASE	500	0	0	500	1000	SQ YD	\$ 7.75	\$ 7,750.00
35800200	AGGREGATE BASE REPAIR	40	0	0	40	80	TON	\$ 72.00	\$ 5,760.00
40600290	BITUMINOUS MATERIALS TACK COAT	24773	0	0	7178	31951	POUN	\$ 0.01	\$ 319.51
40600982	HMA SURFACE REMOVAL BUTT JOINT	70	0	0	214	284	SQ YD	\$ 30.00	\$ 8,520.00
40600627	LEVELING BINDER (MACHINE METHOD), IL-	2825.9	0.0	0.0	863.6	3689	TON	\$ 89.50	\$ 330,165.50
40603335	HMA SURFACE COURSE "D" N50 (1.75")	3704	0	0	1132	4837	TON	\$ 87.60	\$ 423,721.20
42300200	PCC DRIVEWAY PAVEMENT 6"	800	0	0	20	820	SQ YD	\$ 83.00	\$ 68,060.00
42400200	PCC SIDEWALK 5"	11500	0	1000	0	12500	SQ FT	\$ 10.00	\$ 125,000.00
42400800	DETECTABLE WARNINGS	400	0	0	0	400	SQ FT	\$ 40.00	\$ 16,000.00
44000161	HOT-MIX ASPHALT SURFACE REMOVAL,	36700	0	0	11215	47915	SY	\$ 4.00	\$ 191,660.00
44000200	DRIVEWAY PAVEMENT REMOVAL	1064	150	0	36	1250	SQ YD	\$ 8.75	\$ 10,937.50
44000500	COMBINATION CURB AND GUTTER	2300	20	30	0	2350	FOOT	\$ 12.00	\$ 28,200.00
44000600	SIDEWALK REMOVAL	11500	0	1000	0	12500	SQ FT	\$ 3.15	\$ 39,375.00
44201692	CLASS D PATCHES, TYPE II, 4"	1211	0	0	336	1548	SQ YD	\$ 15.00	\$ 23,220.00
44201694	CLASS D PATCHES, TYPE III, 4"	1211	0	0	336	1548	SQ YD	\$ 15.00	\$ 23,220.00
44201696	CLASS D PATCHES, TYPE IV, 4"	2051	0	0	336	2388	SQ YD	\$ 15.00	\$ 35,820.00
44201745	CLASS D PATCHES, TYPE III, 8"	0	0	24	0	24	SQ YD	\$ 310.00	\$ 7,440.00
50102400	CONCRETE REMOVAL	10	10	10	0	30	CU YD	\$ 285.00	\$ 8,550.00
54215545	METAL END SECTION 10"	0	0	0	2	2	EACH	\$ 640.00	\$ 1,280.00
54215547	METAL END SECTION 12"	0	0	0	2	2	EACH	\$ 572.00	\$ 1,144.00
54262724	METAL END SECTION 24"	2	0	0	0	2	EACH	\$ 1,160.00	\$ 2,320.00
60255500	MANHOLE ADJUST	6	0	0	1	7	EACH	\$ 962.00	\$ 6,734.00
60257900	MANHOLE RECONSTRUCT	2	0	0	1	3	EACH	\$ 2,647.00	\$ 7,941.00
60406100	FRAME & LIDS TYPE 1 CLOSED LID	6	0	0	9	15	EACH	\$ 403.00	\$ 6,045.00
60603800	COMBINATION CURB AND GUTTER TB6.12	0	0	10	0	10	FOOT	\$ 78.00	\$ 780.00
60605000	COMBINATION CONCRETE CURB AND	0	20	20	0	40	FOOT	\$ 83.00	\$ 3,320.00
78000400	THERMOPLASTIC PAVEMENT MARKING,	800	20	20	0	840	FOOT	\$ 3.95	\$ 3,318.00
78000650	THERMOPLASTIC PAVEMENT MARKING,	160	0	0	165	325	FOOT	\$ 8.65	\$ 2,811.25
66901001	REGULATED SUBSTANCE PRE-	0.25	0.25	0.25	0.25	1	LUM	\$ 2,000.00	\$ 2,000.00
66901003	REGULATED SUBSTANCE FINAL	0.25	0.25	0.25	0.25	1	LUM	\$ 500.00	\$ 500.00
66901006	REGULATED SUBSTANCES MONITORING	1	1	13	0	15	CAL	\$ 400.00	\$ 6,000.00
67100100	MOBILIZATION	0.25	0.25	0.25	0.25	1	LUM	\$ 286,873.00	\$ 286,873.00
AR156510	SILT FENCE	0	2145	0	0	2145	FOOT	\$ 3.15	\$ 6,756.75
B2004120	TREE, MALLUS PRAIRIFIRE (PRAIRIFIRE	5	1	1	0	7	EACH	\$ 500.00	\$ 3,500.00
*X6060079	COMBINATION CURB & GUTTER, TYPE M-	2300	0	0	0	2300	FOOT	\$ 40.20	\$ 92,460.00
X7240600	REMOVE AND RE-ERECT EXISTING SIGN	5	5	5	0	15	EACH	\$ 150.00	\$ 2,250.00
XX003402	WATER MAIN INSULATION	25	25	25	0	75	FOOT	\$ 40.00	\$ 3,000.00
XX003424	CONNECT TO EXISTING STRUCTURE	8	0	0	3	11	EACH	\$ 1,200.00	\$ 13,200.00
XX009185	CONCRETE TRUCK WASHOUT	0.5	0	0.5	0	1	EACH	\$ 805.00	\$ 805.00

SP PAY ITEMS	DESCRIPTION	CEDAR CREEK SUBDIVISION WATERMAIN AND	ROUTE 22 WATERMAIN	ROUTE 12 WATERMAIN	GOLFVIEW ROAD RESURFACING	TOTAL	UNIT	UNIT PRICE	Total
1	UTILITY VERIFICATION (POTHOLING)	0.3	0.3	0.3	0	1	LUM	\$ 25.000.00	\$ 25,000.00
2	BRICK PAVEMENT REMOVAL AND	20	0	0	20	40	SQ FT	\$ 26.00	\$ 1,040.00
3	HMA DRIVEWAY PAVEMENT 3"	264	0	0	36	300	SQ YD	\$ 53.00	\$ 15,900.00
4	UNSUITABLE SUBBASE REMOVAL, CA-6	100	50	50	100	300	CU YD	\$ 95.00	\$ 28,500.00
5	UNSUITABLE SUBGRADE REMOVAL, CA-1	20	10	10	20	60	CU YD	\$ 75.00	\$ 4,500.00
6	GRADING AND SHAPING OF DITCHES	0	0	0	50	50	CU YD	\$ 133.00	\$ 6,650.00
7	RESTORATION OF LAWNS AND	1500	600	700	2670	5470	SQ YD	\$ 8.00	\$ 43,760.00
8	WATERMAIN, 8" BORED	2215	0	0	2215	2215	FOOT	\$ 144.00	\$ 318,960.00
9	WATERMAIN, 12" BORED	0	270	1260	0	1530	FOOT	\$ 228.00	\$ 348,840.00
10	WATERMAIN, 8" OPEN CUT	1260	12	10	0	1282	FOOT	\$ 265.86	\$ 340,832.52
11	WATERMAIN, 10" OPEN CUT	0	0	25	0	25	FOOT	\$ 221.94	\$ 5,548.50
12	WATERMAIN, 12" OPEN CUT	0	980	580	0	1560	FOOT	\$ 236.00	\$ 368,160.00
13	WATERMAIN 12" IN CASING PIPE	0	222	0	0	222	FOOT	\$ 102.00	\$ 22,644.00
14	STEEL CASING PIPE BORED AND JACKED	0	222	0	0	222	FOOT	\$ 681.00	\$ 151,182.00
15	CASING PIPE, 16"	20	20	20	0	60	FOOT	\$ 100.00	\$ 6,000.00
16	ABANDON EXISTING WATER MAIN	2	12	2	0	16	EACH	\$ 700.00	\$ 11,200.00
17	REMOVE EXISTING WATER MAIN	40	980	230	0	1250	FOOT	\$ 10.00	\$ 12,500.00
18	REMOVE EXISTING FIRE HYDRANT	11	2	1	0	14	EACH	\$ 1,000.00	\$ 14,000.00
19	REMOVE VALVE VAULT	8	2	4	0	14	EACH	\$ 750.00	\$ 10,500.00
20	REMOVE VALVE BOX	1	3	2	0	6	EACH	\$ 252.00	\$ 1,512.00
21	MECHANICALLY CAP WATERMAIN	1	0	1	0	2	EACH	\$ 1,900.00	\$ 3,800.00
22	ADJUST EXISTING WATERMAIN	20	20	20	0	60	FOOT	\$ 250.00	\$ 15,000.00
23	GATE VALVE, 8"	9	2	1	0	12	EACH	\$ 2,370.00	\$ 28,440.00
24	GATE VALVE, 10"	0	0	2	0	2	EACH	\$ 3,625.00	\$ 7,250.00
25	GATE VALVE, 12"	0	6	6	0	12	EACH	\$ 4,473.00	\$ 53,676.00
26	INSERT VALVE 10"	0	0	1	0	1	EACH	\$ 10,000.00	\$ 10,000.00
27	INSERT VALVE 12"	0	1	1	0	2	EACH	\$ 11,000.00	\$ 22,000.00
28	VALVE VAULT, 60"	9	8	9	0	26	EACH	\$ 5,646.00	\$ 146,796.00
29	VALVE BOX	1	1	1	0	3	EACH	\$ 695.00	\$ 2,085.00
30	FIRE HYDRANT ASSEMBLY	11	3	3	0	17	EACH	\$ 9,620.00	\$ 163,540.00
31	LINE STOP, 8"	1	2	0	0	3	EACH	\$ 6,000.00	\$ 18,000.00
32	LINE STOP, 10"	0	1	1	0	2	EACH	\$ 8,000.00	\$ 16,000.00
33	LINE STOP, 12"	0	1	1	0	2	EACH	\$ 8,500.00	\$ 17,000.00
34	CONNECT TO EXISTING WATER (NON-	2	4	4	0	10	EACH	\$ 4,000.00	\$ 40,000.00
35	PRESSURE CONNECTION 8"	1	0	1	0	2	EACH	\$ 9,000.00	\$ 18,000.00
36	PRESSURE CONNECTION 10"	0	0	1	0	1	EACH	\$ 11,000.00	\$ 11,000.00
37	PRESSURE CONNECTION 12"	1	1	1	0	3	EACH	\$ 11,500.00	\$ 34,500.00
38	SANITARY SEWER LATERAL, 6"	200	0	0	60	260	FOOT	\$ 115.00	\$ 29,900.00
39	SANITARY SEWER, 12"	20	20	0	0	40	FOOT	\$ 160.00	\$ 6,400.00
40	SANITARY SEWER, 10"	20	0	0	20	40	FOOT	\$ 146.00	\$ 5,840.00
41	SANITARY SEWER, 8"	60	0	0	20	80	FOOT	\$ 135.00	\$ 10,800.00
42	SANITARY MANHOLE ADJUSTMENT	7	0	0	10	17	EACH	\$ 2,357.00	\$ 40,069.00
43	REMOVE SANITARY PIPES 6"-12"	300	20	0	100	420	FOOT	\$ 15.00	\$ 6,300.00
44	STORM SEWER REMOVAL (6"-12")	570	0	22	205	797	FOOT	\$ 15.00	\$ 11,955.00
45	STORM SEWER REMOVAL (15"-24")	95	0	0	0	95	FOOT	\$ 20.00	\$ 1,900.00
46	WATER MAIN QUALITY PIPE (WQP) 6"	100	0	0	20	120	FOOT	\$ 60.00	\$ 7,200.00
47	WATER MAIN QUALITY PIPE (WQP) 8"	0	0	22	0	22	FOOT	\$ 70.00	\$ 1,540.00
48	WATERMAIN QUALITY PIPE (WQP) 10"	460	0	0	135	595	FOOT	\$ 80.00	\$ 47,600.00
49	WATERMAIN QUALITY PIPE (WQP) 12"	10	0	0	50	60	FOOT	\$ 125.00	\$ 7,500.00
50	WATERMAIN QUALITY PIPE (WQP) 24"	95	0	0	0	95	FOOT	\$ 130.00	\$ 12,350.00
51	WATERMAIN QUALITY PIPE (WQP) 36"	0	22	0	0	22	FOOT	\$ 165.00	\$ 3,630.00
52	NON-SPECIAL WASTE DISPOSAL	15	15	125	0	155	CU YD	\$ 50.00	\$ 7,750.00

SP PAY ITEMS	DESCRIPTION	CEDAR CREEK SUBDIVISION	ROUTE 22 WATERMAIN	ROUTE 12 WATERMAIN	GOLFVIEW ROAD RESURFACING	TOTAL	UNIT	UNIT PRICE	
53	SOIL DISPOSAL ANALYSIS	1	1	1	0	3	EACH	\$ 750.00	\$ 2,250.00
54	TRAFFIC CONTROL AND PROTECTION.	0.25	0.25	0.25	0.25	1	LUM	\$ 152,271.00	\$ 152,271.00
55	EROSION AND SEDIMENT CONTROL	0.25	0.25	0.25	0.25	1	LUM	\$ 1,000.00	\$ 1,000.00
56	DEWATERING	0.3	0.3	0.3	0	1	LUM	\$ 10,000.00	\$ 10,000.00
57	SURVEY LAYOUT & STAKING	0.3	0.3	0.3	0	1	LUM	\$ 11,500.00	\$ 11,500.00
58	WATER SERVICE 1.5" (SHORT)	24	1	0	0	25	EACH	\$ 3,651.62	\$ 91,290.50
59	WATER SERVICE 1.5" (LONG)	40	0	0	0	40	EACH	\$ 5,664.68	\$ 226,567.20
TOTAL								\$ 4,896,680.43	

Prepared By: Mainland Consulting, Ltd.
One Overlook Point, Suite 200 Lincolnshire, Illinois 60656
NOTE: This Engineer's Opinion of Probable Cost is made on the basis of Engineer's experience and qualifications using plan quantities and represents Engineer's best judgment as an experienced and qualified professional engineer generally familiar with the construction industry. However, since the Engineer has no control over the cost of labor, materials, equipment or services furnished by others, or over methods of construction, or over conditions existing at the time of bidding or market conditions, or over quantities of work actually performed, Engineer cannot and does not guarantee that proposals, bids or actual Construction Cost will not vary from Opinions of Probable Cost prepared by Engineer. This Opinion of Probable Construction Cost is limited to those items stated herein and does not include permit fees, recording fees, consulting fees, landscaping, dewatering, maintenance, bonds or the like.

Insert TAB
HERE for Bid
Prepared



**Illinois Department
of Transportation**

Certificate of Eligibility

PirTano Holdings, LLC
1766 Armitage Court Addison, IL 60101

Contractor No 4786

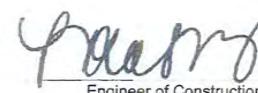
WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

\$133,867,000.00

001	EARTHWORK	\$13,300,000
005	HMA PAVING	\$4,975,000 B
012	DRAINAGE	\$28,750,000
014	ELECTRICAL	\$34,575,000
017	CONCRETE CONSTRUCTION	\$8,125,000
08A	AGGREGATE BASES & SURF. (A)	\$13,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 9/5/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 9/5/2023.

B Restricted to 1200 tons in any 1 contract (Class I and/or BAM) or as specified by local agency


Gary
Engineer of Construction

IL 494-0645

Village of Elgin Unknown document property name
2024 Water Main and Roadway Improvements
201,001008.06

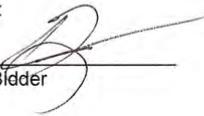
SCHEDULE OF PRICES

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:


Initialed by Bidder



**Illinois Department
of Transportation**

Certificate of Eligibility

Builders Paving, LLC
4401 W. Roosevelt Road HILLSIDE, IL 60162

Contractor No 2341

WHO HAS FILED WITH THE DEPARTMENT AN APPLICATION FOR PREQUALIFICATION STATEMENT OF EXPERIENCE, EQUIPMENT AND FINANCIAL CONDITION IS HEREBY QUALIFIED TO BID AT ANY OF DEPARTMENT OF TRANSPORTATION LETTINGS IN THE CLASSES OF WORK AND WITHIN THE AMOUNT AND OTHER LIMITATIONS OF EACH CLASSIFICATION, AS LISTED BELOW, FOR SUCH PERIOD AS THE UNCOMPLETED WORK FROM ALL SOURCES DOES NOT EXCEED

SUPER UNLIMITED

001	EARTHWORK	\$1,050,000
003	HMA PLANT MIX	Unlimited
017	CONCRETE CONSTRUCTION	\$225,000
032	COLD MILL,PLAN. & ROTOMILL	\$5,750,000
08A	AGGREGATE BASES & SURF. (A)	\$1,875,000

THIS CERTIFICATE OF ELIGIBILITY IS VALID FROM 7/27/2023 TO 4/30/2024 INCLUSIVE, AND SUPERSEDES ANY CERTIFICATE PREVIOUSLY ISSUED, BUT IS SUBJECT TO REVISION OR REVOCATION, IF AND WHEN CHANGES IN THE FINANCIAL CONDITION OF THE CONTRACTING FIRM OR OTHER FACTS JUSTIFY SUCH REVISIONS OR REVOCATION. ISSUED AT SPRINGFIELD, ILLINOIS ON 7/27/2023.



Harry
Engineer of Construction

IL 494-0645



PROJECT REFERENCES

Project: Skokie Street Resurfacing Programs

Owner: Village of Skokie
Customer: Village of Skokie
Contact: Paul W. Ryan, P.E. – Phone (847) 673-0500

Project: Village of Lake Zurich Road Programs

Owner: Village of Lake Zurich
Customer: Village of Lake Zurich
Contact: Mike Brown- Phone- (847) 540-1696

Project: Wheeling Street Improvements

Owner: Village of Wheeling
Customer: Village of Wheeling
Contact: John Scott Mulford- Phone (847) 344-4251

Project: Rolling Meadows Resurfacing/Reconstructions

Owner: City of Rolling Meadows
Customer: City of Rolling Meadows
Contact: Ryan Lindeman, P.E.- Phone (847) 343-2963

Project: Sugar Grove MFT Street Programs

Owner: Village of Sugar Grove
Customer: Engineering Enterprises, Inc
Contact: Christopher Ott, P.E.- (630) 466-6757

Village of Crystal Lake Annual Street property name
2024 Water Main and Roadway Improvements
201,001,008,00

REFERENCES AND SUBCONTRACTORS

Project Name: Utility and Roadway Improvement Project - Main,
Description: Mionske & Lake and Utility Improvement Project - Main and S. Old Rand

Underground Utility Improvements, Roadway Reconstruction, Curb/Gutter, Sidewalk, Landscape, Restoration

Location: Village of Lake Zurich

Year: 2023

Owner Contact Information: Kevin Lill - Manhard Construction
847-325-7087
Klill@manhard.com

Project Name: Prairie Lawn Rd & Spruce Street Roadway

Description: Utility Improvements

Underground Utility Improvements, Roadway Reconstruction, Curb/Gutter, Sidewalk, Landscape, Restoration

Location: Village of Glenview

Year: 2023

Owner Contact Information: Eric Pugh
847-904-4235
epugh@glenview.il.us

Project Name: IDOT Item 67 / Contract 62G11

Description: Underground Utility Improvements, Roadway Reconstruction, Curb / Gutter, Sidewalk, Landscape and Restoration

Location: Village of Hampshire

Year: 2022

Owner Contact Information: Chris Kustes
Christopher.Kustes@illinois.gov

HOT MIX ASPHALT SUBCONTRACTOR: Builders Paving LLC

HOT MIX ASPHALT PLANT LOCATION: Wheeling & Crystal Lake