



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

**April 15, 2024**  
**07:00 pm**

# **VILLAGE OF LAKE ZURICH**

## **VILLAGE BOARD OF TRUSTEES MEETING**

**APRIL 15, 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 April 1, 2024**

Attachment: [5a.pdf](#)

##### **B. Approval of Semi-Monthly Warrant Register Dated April 15, 2024, Totaling \$493,360.55**

Attachment: [5b.pdf](#)

##### **C. Lease Agreement with Kiki's Cotton Candy for Concessions at Paulus Park, 200 South Rand Road**

**Summary:** Kiki's Cotton Candy of Wauconda proposes to operate concessions at Paulus Park for the summer of 2024. The proposed lease outlines operations as a public park amenity offering a selection of non-alcoholic beverages and light food options. The lease is structured as a one-year term ending December 31, 2024, with a one-year extension allowed if mutually agreeable. Rent to the Village is proposed at \$250 a month or 12% of gross sales, whichever is greater, for the months the venue is operating.

Attachment: [5c.pdf](#)

##### **D. Special Event Request with 10 x EM for Lake Zurich Triathlon on Sunday, July 13, 2025**

**Summary:** The 2024 triathlon event was previously approved for July 7, 2024, with organizer 10 x EM. Due to construction projects this year scheduled for Fairfield Road and the intersection of Miller and Route 12 and the potential unsafe conditions, the event organizers are requesting a one-year hiatus and revival of the event to July 13, 2025.

Attachment: [5d.pdf](#)

##### **E. Paulus Park Lakeside Pavilion Event Request for Great Clips Company Picnic on Sunday, July 28, 2024**

**Summary:** Great Clips is requesting use of the lakeside pavilion on July 28 from 1 -- 8 pm for its company picnic. Estimated attendance is 120 people.

Attachment: [5e.pdf](#)

##### **F. Agreement with Patriot Pavement Maintenance for 2024 Crack Sealing Community Investment in the Amount Not-to-Exceed \$60,000**

**Summary:** The 2024 budget includes \$60,000 in the Motor Fuel Tax Fund for preventative street maintenance. A competitive bid opening on February 19, 2024 resulted in four bids received, with the most competitive bid from Patriot Pavement Maintenance.

Attachment: [5f.pdf](#)

**G. Agreement with Schroeder Asphalt Services for 2024 Pavement Patching Community Investment in the Amount Not-to-Exceed \$150,000**

**Summary:** The 2024 budget includes \$150,000 in the Non-Home Rule Sales Tax Fund for street resurfacing and pavement patching. A competitive bid opening on April 5, 2024, with the Lake County Municipal League resulted in two bids received, with the most competitive bid from Schroeder Asphalt Services, which includes an option to extend the original one-year contract for four additional single-years.

Attachment: [5g.pdf](#)

**H. Full Release of Letter of Credit for True North Gas Station at 449 South Rand Road**

**Summary:** A guarantee of site improvements in the form of a Performance Bond in the amount of \$244,992 was provided by Western Surety Company as a performance and payment security for site work and development. All work has been completed and the bond can now be released in its entirety.

Attachment: [5h.pdf](#)

**I. Ordinance Establishing Village of Lake Zurich Special Area Number 21 for Wildwood Estates of Lake Zurich Duplex Residential Lots 1-12 and Outlot 1 (Assign Ord. #2024-04-565)**

**Summary:** On February 5, 2024, the Village Board conducted a public hearing to propose the establishment of this backup SSA. Since then, no petitions to veto the establishment of this SSA has been received. This SSA will allow the Village to assess a tax, in the future and only if necessary, on the property owners of the single-family homes within that subdivision to pay for maintenance and repairs to the stormwater management facilities, and only in the event the subdivision's Homeowners Association (HOA) is delinquent in fulfilling these obligations.

Attachment: [5i.pdf](#)

**J. Ordinance Establishing Village of Lake Zurich Special Area Number 22 for Wildwood Estates of Lake Zurich Outlot 2 (Assign Ord. #2024-04-566)**

**Summary:** On February 5, 2024, the Village Board conducted a public hearing to propose the establishment of this backup SSA. Since then, no petitions to veto the establishment of this SSA has been received. This SSA will allow the Village to assess a tax, in the future and only if necessary, on the property owner of Outlot 2 to pay for maintenance and repairs to the stormwater management facilities, and only in the event such owner is delinquent in fulfilling these obligations.

Attachment: [5j.pdf](#)

**K. Ordinance Amending Title 3 of Chapter 3 of the Village of Lake Zurich Municipal Code to Amend Authorized Class -- C Convenience Store Liquor License for Riya Enterprises Chicago DBA 7-Eleven at 600 East Route 22 (Assign Ord. #2024-04-567)**

**Summary:** 7-Eleven at 600 East Route 22 in Oakwood Commons Shopping Center has signed a new franchise agreement with Riya Enterprises Chicago and are requesting a Convenience Store Class-C liquor license for the sale of packaged alcoholic beverages. The applicant has passed all background checks and has obtained all required documentation and insurance.

Attachment: [5k.pdf](#)

**6. NEW BUSINESS**

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

**A. Agreement with Hitchcock Design Group for the Development and Administration of the Paulus Park Open Space Land Acquisition and Development Grant Program in the Amount Not-to-Exceed \$329,300 (Trustee Weider)**

**Summary:** The Lake Zurich 2024 budget includes \$3.3 million for Paulus Park enhancements as part of a \$600,000 OSLAD grant program awarded to the village earlier in 2024. The park enhancement includes shoreline restoration with an overlook, renovation of the water splash pad, the creation of a new gathering space with game tables, the addition of a bandshell on the stage, more bocce courts, and site landscaping.

Hitchcock Design Group has submitted a proposal to manage the development and construction administration for these improvements. It's professional service fee accounts for 12.3% of the project total, below the grant-permitted 15.3% of the construction

costs for architectural/engineer fees.

**Recommended Action:** A motion to approve and agreement with Hitchcock Design Group for the Development and Administration of an Open Space Land Acquisition and Development Grant Program in the Amount Not-to-Exceed \$329,300.

Attachment: [6a.pdf](#)

**B. Agreement with Bluestem Ecological Services for 2024 Natural Areas Community Investment in the Amount Not-to-Exceed \$174,814 (Trustee Spacone)**

**Summary:** With the completion of the Emerald Ash Borer parkway tree replacement program in 2023, the Village Board has decided to reallocate that annual tree funding of \$100,000 to the enhancement and restoration of Lake Zurich natural open space areas. The Village has developed a comprehensive five-year plan for the maintenance of natural areas and the 2024 program includes community investment in 17 different areas, including Oak Ridge Marsh Nature Park, Breezewald Park, Kildeer Creek, and Whispering Creek.

A competitive bid opening on April 4, 2024, resulted in five proposals, with Bluestem Ecological Services offering the most competitive bid. This investment into natural areas is funded by \$113,469 from the General Fund and \$61,345 from four Special Services Areas.

**Recommended Action:** A motion to approve an agreement with Bluestem Ecological Services for 2024 Natural Areas Community Investment in the Amount Not-to-Exceed \$174,814.

Attachment: [6b.pdf](#)

**C. Intergovernmental Agreement Between the Village of Lake Zurich and the Lake County Housing Authority In Regard to Providing Water and Sewer Service (Mayor Poynton)**

**Summary:** The Lake County Housing Authority is requesting approval of an intergovernmental agreement to secure potable water and sanitary sewer services from the Village of Lake Zurich for their property at 22843 Lakewood Lane, the property formerly known as Midlothian Manor. The 2.6-acre property, which is presently served by well and septic, would be allowed to connect to the Village's public water and sewer systems. The proposed connections would improve public health and safety, as well as facilitate the Housing Authority's exploration of their options for future reuse or redevelopment of the property.

The subject property would remain outside of the Village's jurisdiction and subject to Lake County's zoning and development regulations. The Housing Authority and/or a successor owner would be required to submit permits and plans to the Village demonstrating compliance with the Village's infrastructure requirements.

The property owner would be required to pay the connection fees and the ongoing user fees at the nonresident rates in effect at the time of connection. The Housing Authority also agrees to pay for any additional connection fees that may be owed to CLCJAWA, when the Village connects to their system, as a result of the reuse of the subject property. The intergovernmental agreement would be valid until July 1, 2029, by which time the Housing Authority would be required to connect to the Village's system.

**Recommended Action:** A Motion to of the provided intergovernmental agreement between the Village of Lake Zurich and the Lake County Housing Authority in Regard to Providing Water and Sewer Service.

Attachment: [6c.pdf](#)

**7. TRUSTEE REPORTS**

**8. VILLAGE STAFF REPORTS**

- Attachment: [Village Managers Office.pdf](#)
- Attachment: [Community Development.pdf](#)
- Attachment: [Finance.pdf](#)
- Attachment: [Parks and Recreation.pdf](#)
- Attachment: [Police.pdf](#)
- Attachment: [Public Works.pdf](#)
- Attachment: [Fire Department.pdf](#)

**9. PRESIDENT'S REPORT / COMMUNITY UPDATE**

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

- 5 ILCS 120/2(c)(21) review of executive session minutes

**11. ADJOURNMENT**

The next regularly scheduled Village Board meeting is on Monday, May 6, 2024.



UNAPPROVED MINUTES  
VILLAGE OF LAKE ZURICH

Board of Trustees  
70 East Main Street



Monday, April 1, 2024 7:00 p.m.

1. CALL TO ORDER by Mayor Thomas M. Poynton at 7:01 pm.
2. ROLL CALL: Mayor Thomas Poynton, Trustee Dan Bobrowski, Trustee Mary Beth Euker, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Trustee Riley and Spacone are absent.  
Also in attendance: Village Manager Keller, Asst. Village Manager Duebner, Village Atty. Uhler, Police Chief Husak, Public Works Dir. Brown, Parks Director Caputo, and Deputy Village Clerk Kordell.
3. PLEDGE OF ALLEGIANCE
4. PUBLIC COMMENT
  - Eric Dubiel, 25 North Pleasant Road, spoke against Lake Zurich water rates increasing to cover the costs of Lake Michigan water, suggesting that each household should be allowed to dig their own private property wells and detach from the municipal water system.
5. PRESIDENT'S REPORT / COMMUNITY UPDATE
  - Mayor Tom Poynton gave a Mayoral Proclamation to Lake Zurich Resident Allan Titov on Being a Top Ranked Judo Champion.
  - The Mayor also proclaimed April 14 – 20, 2024 as National Telecommunicator Week in Lake Zurich and Arbor Day in Lake Zurich on April 27, 2024.
  - Following the issuance of these three proclamations, the Mayor gave the podium to Adam Hoover, Director of Strategic Accounts with NIMEC, for a community update on the 100% Green Power Electricity Aggregation Program.
6. CONSENT AGENDA
  - A. Approval of Minutes from the Village Board Meeting of March 18, 2024
  - B. Approval of Executive Session Minutes from the Village Board Meeting of March 4, 2024
  - C. Approval of Semi-Monthly Warrant Register Dated April 1, 2024, Totaling \$632,581.67
  - D. Intergovernmental Agreement among the Member Agencies of the Northeastern Illinois Regional Crime Laboratory  
Summary: The Lake Zurich Police Department has been a member of the NIRCL for over 25 years as a way to efficiently provide forensic services to member law enforcement agencies.
  - E. Intergovernmental Agreements between the Village of Lake Zurich and the Village of Island Lake for Dispatch Services and Detainee Housing  
Summary: Lake Zurich has provided public safety radio dispatch services to Island Lake since 2013. The current agreement expires April 30, 2024 and both

parties seek to extend the agreement for two more years or until all parties agree to transition dispatch operations to a regional 911 system.

State law requires that facilities housing detainees be staffed and monitored. Since the Island Lake Police station is not staffed 24 hours a day, they are unable to house detainees when staff is not in the building. The Lake Zurich police station is currently staffed 24 hours a day, 7 days a week and thus have developed an agreement that would enable Island Lake to house their detainees at the Lake Zurich Police Department.

**F. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Lake Zurich (Assign Ord. #2024-04-565)**

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

**G. Agreement with Pavement Systems Inc. for 2024 Seal Coating Program in the Amount Not-to-Exceed \$48,784.41**

**Summary:** The 2024 budget includes \$50,000 in the Capital Projects Fund for pavement maintenance of parking facilities and pathways. This year the Village will be investing in 21 locations around Lake Zurich. A competitive bid opening on March 14, 2024, resulted in five bids received, with the most competitive bid received from Pavement Systems of Blue Island, Illinois.

**H. Agreement with Metropolitan Pump Company for Replacement Control Panel at Mionske Sanitary Sewer Lift Station in the Amount Not-to-Exceed \$71,751**

**Summary:** The 2024 budget includes \$90,000 in the Water and Sewer Fund for this planned improvement to the Mionske lift station, which was installed in 1996. Metropolitan Pump Company is the Village's designated lift station manufacturer at 13 of the 14 lift stations in Lake Zurich and also the sole source vendor for the specific controls the Village has been utilizing in recent lift station upgrades that facilitates equipment standardization.

**I. Authorization to Waive the Competitive Bid Process and Approve Change Order #1 with Layne Christensen Company for Well Number 12 Repairs in the Total Amount Not-to-Exceed \$344,725**

**Summary:** On September 6, 2022, the Village Board approved a five-year professional services agreement with Layne Christensen Company, a sole-source provider of Byron Jackson parts and service in Illinois. All five Village wells utilize Byron Jackson pumping equipment.

On December 4, 2023, the Village Board authorized \$131,481 to Layne Christensen to remove equipment from well 12 after an electrical fault left the well inoperable. Evaluation of this equipment was completed in mid-February 2024 and necessitates a change order and increased expenditure amount. The requested not-to-exceed amount includes the original 2023 authorization of \$131,481, the change order increase of \$193,244 and a \$10,000 project contingency.

**Actions:** A motion was made by Mayor Poynton, seconded by Trustee Euker, to approve the Consent Agenda as presented.

AYES: 4 Trustees Bobrowski, Euker, Sugrue, Weider.

NAYS: 0

ABSENT: 2 Trustees Riley and Spacone.

MOTION CARRIED.

7. NEW BUSINESS

A. Authorization to Waive the Competitive Bid Process and Proceed with Agreements with AquaPro Plumbing, Paint Platoon USA Company, and All Partitions to Complete Emergency Repairs at the Paulus Park Chalet in the Amount Not-to-Exceed \$55,291

**Summary:** The Paulus Park Chalet has been closed since mid-February for program use due to extensive repairs to the sanitary service. The repair requires partial demolition and replacement of interior plumbing, flooring, walls, and the replacement of the sanitary lift station servicing the facility. The facility will continue to be unavailable until the completion of this work, creating the potential for interruption of scheduled summer programs, activities, and camp.

Proposals were solicited from vendors capable of performing the necessary repairs and replacements. On-site visits were conducted with vendors and Village Staff received proposals for both the plumbing and restoration. Due to the high use of this facility, especially heading into summer camp activities, Staff is recommending the competitive bid process be waived in an effort to expedite the repairs and return it to service as quickly as possible.

Directors Brown and Caputo explained how multiple proposals were received from companies for this emergency repair work and Staff is proposing the least expensive estimates received. A full competitive bid opening would simply take too long and result in significant service interruptions for Lake Zurich families that depend the Parks and Rec Department offering summer programs.

**Actions:** A motion was made by Trustee Weider, seconded by Trustee Sugrue, to waive the competitive bid process and approve agreements with AquaPro Plumbing, Paint Platoon USA Company, and All Partitions for emergency repairs at the Paulus Park Chalet in the amount not-to-exceed \$55,291.

AYES: 4 Trustees Weider, Sugrue, Euker, Bobrowski

NAYS: 0

ABSENT: 2 Trustees Riley and Spacone.

MOTION CARRIED.

B. Agreement with Vicarious Multimedia - St. Steven Public Relations for Referendum Communications in the Amount Not-to-Exceed \$30,000

**Summary:** On March 18, 2024, the Village Board approved the wording for a referendum question to appear before Lake Zurich voters on the November 2024 General Election ballot. If approved by Lake Zurich voters, this referendum would increase the local non-home rule sales tax by 0.5%, or half-a-penny on the dollar.

This new revenue would mitigate the 5-Year water rate increases that are necessary to fund the transition to Lake Michigan water. Residents will get the choice to decide if the approximately 40% of non-residents that contribute to Lake Zurich's sales tax should assist in paying for the Lake Michigan water transition or if the cost of this should transition should be funded by increased water rates over the next five years.

After reviewing proposals for referendum educational communications, Village staff is recommending Vicarious Multimedia to enhance internal efforts in a multi-channel, multi-media public information and community engagement campaign starting on April 15 and running through November 5, 2024.

Assistant Village Manager Duebner explained to the Board how Vicarious Multimedia came to be the recommended vendor for supplemental referenda communications and introduced Vicarious Multimedia CEO Melanie Santostefano, who explained to the Board the services she offers and her proposed scope of work for educating Lake Zurich voters about the upcoming November 2024 referenda.

**Actions:** A motion was made by Mayor Poynton, seconded by Trustee Weider, to approve an agreement with Vicarious Multimedia - St. Steven Public Relations for referendum communications in the amount not-to-exceed \$30,000.

AYES: 4 Trustees Euker, Sugrue, Weider, Bobrowski.

NAYS: 0

ABSENT: 2 Trustees Riley and Spacone.

**MOTION CARRIED.**

**8. TRUSTEE REPORTS**

- Trustee Weider previewed Lake Zurich's upcoming Arbor Day event on April 27, 2024 at Paulus Park, encouraging the community to get involved.
- Trustee Euker, thanked the Parks and Rec staff for their work on organizing another successful egg hunt on March 23, 2024, despite the snowy weather.

**9. VILLAGE STAFF REPORTS**

- Assistant Village Manager Duebner informed the Board the new Paulus Park message sign is now installed and operational.

**10. ADJOURNMENT**

A motion was made by Trustee Euker, seconded by Trustee Sugrue, to adjourn the meeting.

AYES: 4 Trustees Euker, Sugrue, Weider, Bobrowski.

NAYS: 0

ABSENT: 2 Trustees Riley and Spacone.

**MOTION CARRIED.**

The meeting adjourned at 7:41 pm

5

Respectfully submitted by:

Kyle Kordell, Deputy Village Clerk

Approved by:

/s/Mayor Thomas M. Poynton

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Date

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 04/15/2024  
**\$493,360.55**

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<b>Item #</b>	<b>GL Number</b>	<b>GL Desc</b>	<b>Invoice Description</b>	<b>Amount</b>
<b>Fund 101 GENERAL</b>				
Dept 00000				
1	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - SAND VOLLEYBALL	14.66
2	101-00000-25201	BUILDING PERMIT DEPOSITS	BD PYMNT REF #PB24-0144 - 363 LINDEN	128.00
3	101-00000-25201	BUILDING PERMIT DEPOSITS	BD PYMNT REF #PB23-0578 - 164 VISTA	164.00
4	101-00000-25201	BUILDING PERMIT DEPOSITS	442 S RAND - CHIPOTLE	2,465.50
Total For Dept 00000				<u>2,772.16</u>
Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-51654	MEMBERSHIPS & SUBSCRIP	2024 LEAGUE DUES	1,787.01
2	101-11006-52111	OTHER PROFESSIONAL SVCS	COUNTY RECORDER SERVICES	50.00
Total For Dept 11006 LEGISLATIVE MAYOR & BOARD				<u>1,837.01</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	ILCMA PROFESSIONAL DEVELOPMENT	35.00
2	101-12001-52111	OTHER PROFESSIONAL SVCS	PROPERTY TAX APPEALS REVIEW BOARD	673.43
3	101-12001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - FEB 2024	5,463.87
4	101-12001-52202	LITIGATION	LEGAL SERVICES - FEB 2024	4,980.97
Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION				<u>11,153.27</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
1	101-12120-52111	OTHER PROFESSIONAL SVCS	EMPLOYMENT SCREENING	52.92
2	101-12120-52203	LABOR ATTORNEY	LEGAL SERVICES - JAN	106.50
Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				<u>159.42</u>
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				
1	101-12180-54308	TAX REBATES	TAX REBATE - DECEMBER 2023	29,206.43
2	101-12180-54308	TAX REBATES	TAX REBATE - DECEMBER 2023	9,164.50

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3	101-12180-54308	TAX REBATES	TAX REBATE - DECEMBER 2023	18,328.99
			Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT	56,699.92
<b>Dept 17001 TECHNOLOGY ADMINISTRATION</b>				
1	101-17001-52111	OTHER PROFESSIONAL SVCS	CREATIVE CLOUD - FEB	379.92
2	101-17001-52111	OTHER PROFESSIONAL SVCS	ADOBESTOCK	43.87
3	101-17001-52111	OTHER PROFESSIONAL SVCS	AWS CLOUD SVCS - MAR	15.55
4	101-17001-52111	OTHER PROFESSIONAL SVCS	MS CLOUD SERVICES - FEB	98.25
5	101-17001-52111	OTHER PROFESSIONAL SVCS	DOCUWARE SUPPORT - APR	435.01
6	101-17001-52118	SOFTWARE MAINTENANCE	MICROSOFT ENTERPRISE AGREEMENT 2024-2025	13,755.72
7	101-17001-53203	TELEPHONE & DATA SVCS	VH ELEVATOR 540-9255	673.47
8	101-17001-53203	TELEPHONE & DATA SVCS	INTERNET - 133 N OLD RAND	117.90
9	101-17001-53203	TELEPHONE & DATA SVCS	INTERNET - 133 N OLD RAND	117.90
10	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - MAR/APR 2024	5,601.32
11	101-17001-53203	TELEPHONE & DATA SVCS	BARN ELEVATOR PHONE	75.71
12	101-17001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - APR	1,207.76
13	101-17001-53205	COMPUTER SUPPLIES	TONER	131.98
14	101-17001-53205	COMPUTER SUPPLIES	HP LASER JET 400 TONER	139.00
15	101-17001-53205	COMPUTER SUPPLIES	HP LASER JET 58A TONER	101.00
16	101-17001-53205	COMPUTER SUPPLIES	TONER	1,923.00
17	101-17001-53407	EQUIP MAINT PART&SUPPLIE	LAPTOP BATTERY, HEADLAMP	77.87
18	101-17001-55255	COMPUTER SOFTWARE	MICROSOFT ENTERPRISE AGREEMENT 2024-2025	22,961.82
19	101-17001-56601	CAPITAL LEASE	FIRE & PD - COPIER LEASE	164.73
			Total For Dept 17001 TECHNOLOGY ADMINISTRATION	48,021.78
<b>Dept 24001 POLICE ADMINISTRATION</b>				
1	101-24001-51652	TRAINING AND MEETINGS	INTERNAL INVESTIGATION PROCEDURES	25.00
2	101-24001-51652	TRAINING AND MEETINGS	REIMB: CALEA CONFERENCE - TRAVEL	383.20
3	101-24001-52111	OTHER PROFESSIONAL SVCS	CALEA 2024 DUES	4,595.00

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4	101-24001-52111	OTHER PROFESSIONAL SVCS	RED LIGHT CAMERA FEE	6,210.00
5	101-24001-52701	MAINT-BLDGS & GROUNDS	FLAG POLE REPAIRS	1,800.00
6	101-24001-53203	TELEPHONE & DATA SVCS	CABLE - PD	63.00
7	101-24001-53206	POSTAGE & SHIPPING	SHIPPING CHARGE - UNIFORM RETURN	15.12
8	101-24001-53208	OFFICE SUPPLIES	PAPER	419.90
9	101-24001-53209	UNIFORMS	REIMB: GUN LIGHT	297.14
10	101-24001-53401	CUSTODIAL SUPPLIES	TOWELS, TISSUE, CUPS, LINERS, SOAP	573.96
Total For Dept 24001 POLICE ADMINISTRATION				14,382.32
Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	ILEAS CONFERENCE GAS	43.49
2	101-24210-51652	TRAINING AND MEETINGS	ILEAS CONFERENCE HOTEL	370.64
3	101-24210-52204	OTHER LEGAL	LOCAL PROSECUTOR FEES - MAR	6,666.67
4	101-24210-52704	MAINT-EQUIPMENT	MILO ANNUAL FEE	1,500.00
5	101-24210-53209	UNIFORMS	REIMB: POUCHES, BATON HOLDER	126.97
6	101-24210-53209	UNIFORMS	REIMB: PANTS	140.59
7	101-24210-53209	UNIFORMS	TIE BAR - DUDEK	34.20
8	101-24210-53211	OTHER SUPPLIES	RANGE SUPPLIES	184.25
9	101-24210-54305	EMPLOYEE EXAMS	PYSCHOLOGICAL EXAM	725.00
10	101-24210-54305	EMPLOYEE EXAMS	POLYGRAPH EXAMINATIONS	630.00
Total For Dept 24210 POLICE OPERATIONS				10,421.81
Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-51652	TRAINING AND MEETINGS	IDOA CONFERENCE - WITT	225.00
2	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE	75.00
3	101-24230-52111	OTHER PROFESSIONAL SVCS	CREDIT CHECKS	132.58
4	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE	240.19
5	101-24230-53209	UNIFORMS	REIMB: FIREARM	750.00
6	101-24230-53209	UNIFORMS	REIMB: CID CLOTHING	60.19

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7	101-24230-53209	UNIFORMS	REIMB: SHOES	138.07
8	101-24230-53209	UNIFORMS	REIMB: PANTS, SHIRTS, SOCKS	407.32
9	101-24230-53209	UNIFORMS	REIMB: JACKET, SHIRTS	158.83
10	101-24230-53209	UNIFORMS	REIMB: SHIRTS, PANTS	235.59
11	101-24230-53211	OTHER SUPPLIES	EVIDENCE SUPPLIES	34.00
			Total For Dept 24230 POLICE CRIME PREVENTION	<hr/> 2,456.77
			Dept 24240 POLICE INTERGOVERNMENTAL	
1	101-24240-53209	UNIFORMS	SHIRT, PATCH - PANIK	72.00
			Total For Dept 24240 POLICE INTERGOVERNMENTAL	<hr/> 72.00
			Dept 25001 FIRE ADMINISTRATION	
1	101-25001-51654	MEMBERSHIPS & SUBSCRIP	MABAS 2024 DUES	2,964.00
2	101-25001-52111	OTHER PROFESSIONAL SVCS	PROFESSIONAL GRANT WRITING SERVICES	3,000.00
3	101-25001-52203	LABOR ATTORNEY	LEGAL SERVICES - JAN 2024	25,566.00
4	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - MAR/APR 2024	2,800.66
5	101-25001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - APR 2024	168.19
6	101-25001-53204	CELL PHONES & PAGERS	CELL PHONES - FIRE	36.89
7	101-25001-53209	UNIFORMS	SHIRTS, PANTS, BELT - CORAL	243.00
8	101-25001-53209	UNIFORMS	SHIRT - GLASDER	18.00
9	101-25001-53209	UNIFORMS	PANTS, SHIRTS, SHORTS - HOLDEN	410.00
10	101-25001-53209	UNIFORMS	CAPS, SHIRTS, SHORTS - KINSLEY	233.00
11	101-25001-53209	UNIFORMS	CAP, SHIRT, SHORTS, PANTS - PORTILLO	319.00
12	101-25001-53209	UNIFORMS	TIE, DRESS COAT, SHIRTS, BELT, PANTS - ROWE	468.00
13	101-25001-53209	UNIFORMS	SHIRT - STODOLA	75.00
14	101-25001-53209	UNIFORMS	PANTS, SWEATPANTS - DAHL	199.00
15	101-25001-53209	UNIFORMS	SHIRTM PANTS - MURRAY	168.00
16	101-25001-53210	SMALL TOOLS & EQUIP	AIR COUPLER, AIR PLUG, SILICONE LUBE	25.13
17	101-25001-53211	OTHER SUPPLIES	MOUSE TRAPS	9.15

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18	101-25001-53211	OTHER SUPPLIES	TOWELS, DETERGENT, TISSUE, CLEANER - STA 1	278.55
19	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE - STA 3	100.86
20	101-25001-53405	BLDG & GROUND MAINT SUPP	AIR FURNACE FILTERS	137.76
21	101-25001-53405	BLDG & GROUND MAINT SUPP	BUNGEE WITH BALL	16.98
22	101-25001-53405	BLDG & GROUND MAINT SUPP	CREDIT BUNGEE WITH BALL	(16.98)
23	101-25001-56601	CAPITAL LEASE	FIRE & PD - COPIER LEASE	164.74
Total For Dept 25001 FIRE ADMINISTRATION				37,384.93
Dept 25320 FIRE FIRE SUPPRESSION				
1	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - LEADERSHIP, DEVELOP MAKING	235.25
2	101-25320-53210	SMALL TOOLS & EQUIP	BLUE TARPS	112.75
3	101-25320-53211	OTHER SUPPLIES	BRASS KEY	10.18
Total For Dept 25320 FIRE FIRE SUPPRESSION				358.18
Dept 25330 FIRE EMS				
1	101-25330-53211	OTHER SUPPLIES	MEDICAL OXYGEN	149.16
2	101-25330-53211	OTHER SUPPLIES	EXAM GLOVES	79.95
3	101-25330-53211	OTHER SUPPLIES	EXAM GLOVES	159.90
4	101-25330-53211	OTHER SUPPLIES	4 EMS STAT PACK BAGS (PERFUSION-BLUE)	1,108.96
5	101-25330-53211	OTHER SUPPLIES	MICRODOT HI LO SOLUTION	51.92
Total For Dept 25330 FIRE EMS				1,549.89
Dept 25340 FIRE SPECIAL RESCUE				
1	101-25340-51652	TRAINING AND MEETINGS	PER DIEM - STRUCTURAL COLLAPSE OPS	235.25
2	101-25340-51654	MEMBERSHIPS & SUBSCRIP	MABAS 2024 DUES	6,047.00
Total For Dept 25340 FIRE SPECIAL RESCUE				6,282.25
Dept 25350 FIRE FIRE PREVENTION BUREAU				
1	101-25350-51652	TRAINING AND MEETINGS	STRIKE FORCE SEMINAR - WIECEK	75.00

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2	101-25350-53211	OTHER SUPPLIES	PUBED/OPEN HOUSE - COLORING BOOKS, CRAYONS, WRISTBANDS	1,277.53
		Total For Dept 25350 FIRE FIRE PREVENTION BUREAU		1,352.53
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-52111	OTHER PROFESSIONAL SVCS	MARCH 2024 BUILDING SERVICES	8,966.74
2	101-28001-52111	OTHER PROFESSIONAL SVCS	COMP PLAN CONSULTANT SERVICES LAK23-67	3,445.00
3	101-28001-52113	ENGR/ARCHITECTURAL	CREDIT - JANKE SUBDIVISION OVERCHARGE	(277.50)
4	101-28001-52113	ENGR/ARCHITECTURAL	1110 HONEY LAKE RD	240.00
5	101-28001-52113	ENGR/ARCHITECTURAL	550 ENTERPRISE	240.00
6	101-28001-52113	ENGR/ARCHITECTURAL	287 SUNRISE LN	150.00
7	101-28001-52113	ENGR/ARCHITECTURAL	316 FAIRWAY	180.00
8	101-28001-52113	ENGR/ARCHITECTURAL	940 TELSER - BUILDING ADDITION	249.00
9	101-28001-52113	ENGR/ARCHITECTURAL	255 QUENTIN RD - HERITAGE CHURCH	3,907.75
10	101-28001-52113	ENGR/ARCHITECTURAL	BUILDING PERMIT REVIEWS - 2024	1,149.75
11	101-28001-52113	ENGR/ARCHITECTURAL	1265 COUNTRY CLUB	145.00
12	101-28001-52113	ENGR/ARCHITECTURAL	1110 HONEY LAKE RD	128.00
13	101-28001-52113	ENGR/ARCHITECTURAL	629 ROSE RD	560.50
14	101-28001-52113	ENGR/ARCHITECTURAL	SEC US 12 & N OLD RAND DEV - SANCTUARY	1,681.50
15	101-28001-52113	ENGR/ARCHITECTURAL	350 N RAND RESTAURANT	2,585.00
16	101-28001-52113	ENGR/ARCHITECTURAL	WILDWOOD ESTATES	3,932.00
17	101-28001-52113	ENGR/ARCHITECTURAL	1186 SYCAMORE	448.00
18	101-28001-52113	ENGR/ARCHITECTURAL	940 TELSER - BUILDING ADDITION	128.00
19	101-28001-52113	ENGR/ARCHITECTURAL	41 LAKEVIEW	1,167.00
20	101-28001-52113	ENGR/ARCHITECTURAL	504 N OLD RAND RD	437.25
21	101-28001-52113	ENGR/ARCHITECTURAL	148 OAK	177.50
22	101-28001-52113	ENGR/ARCHITECTURAL	898 S RAND RD	297.00
		Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		29,937.49

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		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/28	34.68
2	101-36001-52701	MAINT-BLDGS & GROUNDS	SNOW REMOVAL BC	604.16
3	101-36001-52701	MAINT-BLDGS & GROUNDS	SNOW REMOVAL FD	240.00
4	101-36001-52701	MAINT-BLDGS & GROUNDS	SNOW REMOVAL PD	948.70
5	101-36001-52701	MAINT-BLDGS & GROUNDS	SNOW REMOVAL VH	1,342.35
6	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 03/28	57.44
7	101-36001-52701	MAINT-BLDGS & GROUNDS	DOWNTOWN FLOWERS	2,310.00
8	101-36001-52701	MAINT-BLDGS & GROUNDS	ANNUAL SPRINKLER MAINT FD	410.00
9	101-36001-52701	MAINT-BLDGS & GROUNDS	505 VENT REPAIRS	2,085.87
10	101-36001-52701	MAINT-BLDGS & GROUNDS	GUARDRAIL REPAIR	1,700.00
11	101-36001-52701	MAINT-BLDGS & GROUNDS	505 TRIPLE TRAP CLEANING	1,934.40
12	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PEST CONTROL - MAR	49.00
13	101-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - FEB	37.06
14	101-36001-53204	CELL PHONES & PAGERS	PW TRUCK DATA PLAN	300.00
15	101-36001-53209	UNIFORMS	POLOS	152.00
16	101-36001-53401	CUSTODIAL SUPPLIES	TOWELS, TISSUE, BAGS	728.38
17	101-36001-53403	LANDSCAPING SUPPLIES	SUNNY GLAMOUR COATED, NOZZLE	434.50
18	101-36001-53405	BLDG & GROUNDS SUPPLIES	BREAKER	77.95
19	101-36001-53405	BLDG & GROUNDS SUPPLIES	BENDER	99.97
20	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 ELECTRIC	10.98
21	101-36001-53405	BLDG & GROUNDS SUPPLIES	PLIERS, HANDY HOOK	20.25
22	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 ELECTRIC	50.00
23	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 ELECTRIC	297.43
24	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 ELECTRIC	88.91
25	101-36001-53405	BLDG & GROUNDS SUPPLIES	DRYWALL SAND PAPER	8.49
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				14,022.52

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Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
1	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN PEST REMEDIATION DEPOSIT	2,617.50
2	101-36420-52701	MAINT-BLDGS & GROUNDS	BLIND CREDIT	(8.22)
3	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN ANNUAL INSPECTION	950.00
4	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN ELEVATOR TROUBLESHOOT	1,033.00
5	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PARK DUMPSTER ENCLOSURE REPAIR	800.00
6	101-36420-53201	ELECTRICITY	200 S RAND RD	144.65
7	101-36420-53201	ELECTRICITY	7 E MAIN ST	26.81
8	101-36420-53201	ELECTRICITY	125 N OLD RAND RD	372.51
9	101-36420-53210	SMALL TOOLS & EQUIP	TILE SAW	425.00
10	101-36420-53401	CUSTODIAL SUPPLIES	TOWELS, TISSUE, BAGS	755.16
11	101-36420-53401	CUSTODIAL SUPPLIES	SOAP	152.00
12	101-36420-53405	BLDG & GROUND MAINT SUPP	SHELF PD	43.32
13	101-36420-53405	BLDG & GROUND MAINT SUPP	BC BALLAST	41.95
14	101-36420-53405	BLDG & GROUND MAINT SUPP	MOUNTING HARDWARE	29.92
15	101-36420-53405	BLDG & GROUND MAINT SUPP	PLUMBING FITTINGS	23.63
16	101-36420-53405	BLDG & GROUND MAINT SUPP	COPPER	38.50
17	101-36420-53405	BLDG & GROUND MAINT SUPP	LOCKER	809.00
18	101-36420-53407	EQUIP MAINT PART&SUPPLIE	PLAYGROUND EQUIPMENT	1,310.71
19	101-36420-54306	EQUIPMENT RENTAL	PAULUS PARK PORT-O-POTTY	158.74
20	101-36420-54306	EQUIPMENT RENTAL	CHESTNUT PORT-O-POTTY	205.66
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				9,929.84
Dept 36471 PUBLIC WORKS FLEET SERVICES				
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/28	34.40
2	101-36471-52111	OTHER PROFESSIONAL SVCS	SAFETY INSPECTION	39.00
3	101-36471-52118	SOFTWARE MAINTENANCE	ALldata SOFTWARE SUBSCRIP #101399199	1,500.00
4	101-36471-52703	MAINT-VEHICLES	ENGINE REPLACEMENT	39,139.14
5	101-36471-52704	MAINT-EQUIPMENT	OIL GUN CONTROL	446.44

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6	101-36471-53210	SMALL TOOLS & EQUIP	JIG SAW	199.00
7	101-36471-53210	SMALL TOOLS & EQUIP	WIRE BRUSH	19.83
8	101-36471-53210	SMALL TOOLS & EQUIP	VALVE SERVICE TOOL	305.54
9	101-36471-53211	OTHER SUPPLIES	FASTENERS	7.00
10	101-36471-53406	AUTO PARTS & SUPPLIES	TPM SENSOR	89.22
11	101-36471-53406	AUTO PARTS & SUPPLIES	TPM SENSOR	178.44
12	101-36471-53406	AUTO PARTS & SUPPLIES	TPMS SENSORS 7496	178.44
13	101-36471-53406	AUTO PARTS & SUPPLIES	A/C LINES	199.40
14	101-36471-53406	AUTO PARTS & SUPPLIES	DEF HEADER	631.85
15	101-36471-53406	AUTO PARTS & SUPPLIES	A/C SWITCH	88.88
16	101-36471-53406	AUTO PARTS & SUPPLIES	DOOR LATCH	138.82
17	101-36471-53406	AUTO PARTS & SUPPLIES	VALVE KIT	275.51
18	101-36471-53406	AUTO PARTS & SUPPLIES	DIVIDER BRACKETS	31.31
19	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	198.72
20	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES 292	599.00
21	101-36471-53406	AUTO PARTS & SUPPLIES	FILLER PLATES	218.97
22	101-36471-53406	AUTO PARTS & SUPPLIES	CABLE	260.66
23	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - BUMPER ASY RETURN	(723.74)
24	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	558.31
25	101-36471-53407	EQUIP MAINT PART&SUPPLIE	A/C MACHINE FILTERS	88.49
26	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TUBE	553.50
27	101-36471-53414	CHEMICALS	ALCOHOL	8.34
28	101-36471-53415	FUELS	DIESEL & FUEL #1821803 3/29/24	9,336.63
29	101-36471-53415	FUELS	DIESEL & FUEL #1821804 3/29/24	9,410.31
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				64,011.41
Dept 67001 RECREATION ADMINISTRATION				
1	101-67001-53208	OFFICE SUPPLIES	TAPE, MARKERS	51.97
2	101-67001-53211	OTHER SUPPLIES	PA HORN SPEAKERS	47.50

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3	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCH - LEARNING EXPRESS	1,229.32
		Total For Dept 67001 RECREATION ADMINISTRATION		1,328.79
		Dept 67935 RECREATION DANCE		
1	101-67935-52115	RECREATION PROGRAM SERVICE	FINAL PYMNT - IMPULSE STREAM RECORDING	687.50
		Total For Dept 67935 RECREATION DANCE		687.50
		Dept 67945 RECREATION YOUTH PROGRAMS		
1	101-67945-52115	RECREATION PROGRAM SERVICE	REGISTRATION - CORDUROY BEAR	4,900.00
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		4,900.00
		<b>Total For Fund 101 GENERAL</b>		<b>319,721.79</b>
		<b>Fund 202 MOTOR FUEL TAX</b>		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	202-36001-52701	MAINT-BLDGS & GROUNDS	MAIN ST SIGNAL MAINT	208.20
2	202-36001-53201	ELECTRICITY	45 S OLD RAND RD	31.92
3	202-36001-53201	ELECTRICITY	280 CLAIRVIEW DR	38.66
4	202-36001-53201	ELECTRICITY	139 MOHAWK TRAIL	51.11
5	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2023 ROAD PROGRAM	33,842.58
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		34,172.47
		<b>Total For Fund 202 MOTOR FUEL TAX</b>		<b>34,172.47</b>
		<b>Fund 207 SPECIAL EVENTS FUND</b>		
		Dept 67604 RECREATION FOURTH OF JULY FESTIVAL		
1	207-67604-54302	PUBLIC RELATIONS	LAWN SIGNS AND BANNERS FOR RTB, MOM	933.16
		Total For Dept 67604 RECREATION FOURTH OF JULY FESTIVAL		933.16

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			Dept 67605 RECREATION WINTER FESTIVAL	
1	207-67605-54302	PUBLIC RELATIONS	LAWN SIGNS AND BANNERS FOR RTB, MOM	709.16
			Total For Dept 67605 RECREATION WINTER FESTIVAL	709.16
			<b>Total For Fund 207 SPECIAL EVENTS FUND</b>	<b>1,642.32</b>
			<b>Fund 227 DISPATCH CENTER</b>	
			Dept 24220 POLICE DISPATCH	
1	227-24220-52118	SOFTWARE MAINTENANCE	ANNUAL DUES	4,896.00
			Total For Dept 24220 POLICE DISPATCH	4,896.00
			<b>Total For Fund 227 DISPATCH CENTER</b>	<b>4,896.00</b>
			<b>Fund 401 VILLAGE CAPITAL PROJECTS</b>	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	401-36001-55251	LAND IMPROVEMENTS	TILE BREEZEWALD	2,630.82
2	401-36001-55251	LAND IMPROVEMENTS	TILE BREEZEWALD RETURN	(2,630.82)
3	401-36001-55251	LAND IMPROVEMENTS	DRYWALL MATERIALS/BREEZEWALD	143.54
4	401-36001-55251	LAND IMPROVEMENTS	DRYWALL MATERIALS/BREEZEWALD	47.77
5	401-36001-55251	LAND IMPROVEMENTS	SAW BLADES BREEZEWALD	35.97
6	401-36001-55251	LAND IMPROVEMENTS	DRYWALL SCREWS	15.98
7	401-36001-55251	LAND IMPROVEMENTS	DRYWALL MATERIALS	58.92
8	401-36001-55251	LAND IMPROVEMENTS	COMPOUND, PIGMENTED BOX	67.13
9	401-36001-55251	LAND IMPROVEMENTS	DRYWALL MATERIALS/BREEZEWALD	508.56
10	401-36001-55251	LAND IMPROVEMENTS	TILE MATERIALS/BREEZEWALD BATHROOM	2,390.66
11	401-36001-55251	LAND IMPROVEMENTS	DRYWALL TOOLS	10.42
12	401-36001-55251	LAND IMPROVEMENTS	DRYWALL MATERIALS/BREEZEWALD	635.96
13	401-36001-55252	BLDG & BLDG IMPROVEMENTS	CARPET POLICE DEPT BALANCE	4,575.00
14	401-36001-55252	BLDG & BLDG IMPROVEMENTS	BC FLOORING BID AD #2096578	96.60

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15	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PREP,PAINT LISTED WALLS, DOORS, TRIM	24,601.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		33,187.51
			<b>Total For Fund 401 VILLAGE CAPITAL PROJECTS</b>	<b>33,187.51</b>
			<b>Fund 405 NHR CAPITAL PROJECTS</b>	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	405-36001-55253	INFRASTRUCTURE IMPROVEMT	MARKING PAINT	204.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		204.00
			<b>Total For Fund 405 NHR CAPITAL PROJECTS</b>	<b>204.00</b>
			<b>Fund 501 WATER &amp; SEWER</b>	
			Dept 00000	
1	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #004491-08 FINAL	4.69
2	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #003832-01 FINAL	61.01
		Total For Dept 00000		65.70
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/28	27.49
2	501-36001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - FEB	607.10
3	501-36001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - APR	152.89
4	501-36001-53203	TELEPHONE & DATA SVCS	SCADA CELLPHONE/MODEM CONNECTION - MAR	30.80
5	501-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - FEB	333.62
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		1,151.90
			Dept 36530 PUBLIC WORKS WATER BILLING	
1	501-36530-52111	OTHER PROFESSIONAL SVCS	WATER BILL PROCESSING - MAR 2024	619.85
2	501-36530-53206	POSTAGE & SHIPPING	WATER BILL PROCESSING - MAR 2024	2,645.94
		Total For Dept 36530 PUBLIC WORKS WATER BILLING		3,265.79

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Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-52607	WATER SAMPLE ANALYSIS	WATER SAMPLE ANALYSIS	1,547.60
2	501-36550-52709	MAINT-METERS	WATER METER TESTING	1,969.00
3	501-36550-53211	OTHER SUPPLIES	HYDRANT EXTENSION 475 CAPITAL	1,338.00
4	501-36550-53211	OTHER SUPPLIES	CHLORINE GASBADGE DETECTORS, DOCKING STA, CAL GAS & REG	4,555.87
5	501-36550-53211	OTHER SUPPLIES	CHLORINE ROOM GAS MONITORS	4,185.00
6	501-36550-53407	EQUIP MAINT PART&SUPPLIE	CHLORINE FEED EQUIPMENT REPAIR PARTS	2,184.74
7	501-36550-53409	PUMP REPAIR SUPPLIES	WELL 10 WTP BACKWASH WASTE PUMP PARTS	2,448.50
8	501-36550-53413	DISTRIBUTION SYS REPAIR	HYDRANT EXTENSION 475 CAPITAL	39.00
9	501-36550-53413	DISTRIBUTION SYS REPAIR	WM REP CLAMPS, COUPLINGS, SRVC, B-BOX PARTS	6,658.16
10	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #9	2,800.28
11	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #8	2,890.70
12	501-36550-55256	VEHICLES	2024 FORD F250 4X4	48,232.00
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				78,848.85
Dept 36560 PUBLIC WORKS SEWER SERVICE				
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2024 PRETREATMENT ASSISTANCE	1,050.00
2	501-36560-52111	OTHER PROFESSIONAL SVCS	METRCLOUD DATA MONITORING/LIFT STATIONS	540.00
3	501-36560-52111	OTHER PROFESSIONAL SVCS	HYDROGEN SULFIDE REDUCTION PRGM QUENTIN/NW PUMP STA	5,306.00
4	501-36560-53201	ELECTRICITY	ELECTRICITY/SANITARY FLOW CONTROL	50.83
5	501-36560-53201	ELECTRICITY	ELECTRICITY/VACUUM PRIMING STRUCTURES	18.28
6	501-36560-53408	LIFT STATION PARTS & SUP	3" PIPE NIPPLES FOR NW ARV'S	129.99
7	501-36560-53408	LIFT STATION PARTS & SUP	NW PUMP STATION ARV REPLACEMENT	410.92
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE				7,506.02
Total For Fund 501 WATER & SEWER				<b>90,838.26</b>
<b>Fund 603 RISK MANAGEMENT</b>				
Dept 12125 RISK EVENT MANAGEMENT				

**VILLAGE OF LAKE ZURICH**  
**WARRANT REPORT - 04/15/2024**  
**\$493,360.55**

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<b>Item #</b>	<b>GL Number</b>	<b>GL Desc</b>	<b>Invoice Description</b>	<b>Amount</b>
1	603-12125-53212	PROGRAM SUPPLIES	REPLACEMENT OF SHOWER PAN LINER CHALET FLOOR	2,515.00
		Total For Dept 12125 RISK EVENT MANAGEMENT		2,515.00
			<b>Total For Fund 603 RISK MANAGEMENT</b>	<b>2,515.00</b>
			<b>Fund 615 EQUIPMENT REPLACEMENT</b>	
			Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	
1	615-10001-55254	MACHINERY & EQUIPMENT	FORTINET FORTIAP 231F	512.64
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		512.64
			<b>Total For Fund 615 EQUIPMENT REPLACEMENT</b>	<b>512.64</b>
			<b>Fund 710 PERFORMANCE ESCROW</b>	
			Dept 00000	
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0099 - 83 S RAND RD	250.00
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0066 - 461 PHEASANT RIDG	500.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0075 - 363 LINDEN	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0534 - 1025 CEDAR CREEK	105.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0079 - 34 EVERGREEN ST	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0269 - 1040 AVERY RIDGE	105.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0097 - 223 ALPINE	500.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0028 - 869 BROADWAY	500.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0469 - 975 MANCHESTER	105.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0034 - 17 S OLD RAND	1,000.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0002 - 820 FOXMOOR	500.00
12	710-00000-25502	PEG CABLE FEES	COMBINED INTERNET - MAR/APR 2024	933.56
		Total For Dept 00000		5,498.56
			<b>Total For Fund 710 PERFORMANCE ESCROW</b>	<b>5,498.56</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 04/15/2024  
**\$493,360.55**

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<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 720 PAYROLL CLEARING</b>				
	Dept 00000			
1	720-00000-22404		SUPPLEMENTAL LIFE INS PAYABLE GROUP LIFE INSURANCE - APR	172.00
		Total For Dept 00000		172.00
		<b>Total For Fund 720 PAYROLL CLEARING</b>		<b>172.00</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 04/15/2024  
**\$493,360.55**

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<i>Item #</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
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**Fund Totals:**

Fund 101 GENERAL	319,721.79
Fund 202 MOTOR FUEL TAX	34,172.47
Fund 207 SPECIAL EVENTS FUND	1,642.32
Fund 227 DISPATCH CENTER	4,896.00
Fund 401 VILLAGE CAPITAL PROJECTS	33,187.51
Fund 405 NHR CAPITAL PROJECTS	204.00
Fund 501 WATER & SEWER	90,838.26
Fund 603 RISK MANAGEMENT	2,515.00
Fund 615 EQUIPMENT REPLACEMENT	512.64
Fund 710 PERFORMANCE ESCROW	5,498.56
Fund 720 PAYROLL CLEARING	172.00
	<hr/> <hr/> 493,360.55



*At the Heart of Community*

PARK AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

MEMORANDUM

Date: April 15, 2024

To: Ray Keller, Village Manager *PK*

From: Bonnie Caputo, Recreation Director

C : Michael Duebner, Assistant Village Manager

Subject: **Paulus Park Food and Beverage Concession License Agreement with Kiki's Cotton Candy**

MEMORANDUM  
JCC

**Issue:** In January of 2022, the Village issued a Request for Proposal (RFP) for operating concessions at Paulus Park. Concessions had previously been operated by Lake Zurich's Kooker's Restaurant and was discontinued in 2020. There were no responses to the 2022 RFP. Recently, Robert Colson dba/Kiki's Cotton Candy (Kiki) out of Wauconda, expressed interesting in operating the concession at Paulus Park.

**Analysis:** Kiki's has been a long-time vendor at July 4<sup>th</sup> and the Farmers Market. Staff has worked with the vendor on a draft agreement to operate concessions for the summer 2024. The proposed agreement outlines operations as a public park amenity offering a selection of non-alcoholic beverages and light food options.

Agreement Highlights:

- *Hours of Operation:* Limited to park hours (dawn to dusk) Monday through Sunday from mid-April 2024 through mid-September.
- *Lease Term:* One-year term ending December 31, 2024, with a subsequent one-year extension if mutually agreeable.
- *Rent:* Monthly payment of \$250 or 12% of gross sales of other items, whichever is greater. Gross sales are tabulated to not include applicable sales taxes. Rent is due only for the months the venue is operating.

**Recommendation:** Staff is recommending approval of the food and beverage concession agreement with Robert Colson dba/Kiki's Cotton Candy for the 2024 season.

w/Attachments: Lease Agreement for Concessions

**LEASE AGREEMENT FOR CONCESSIONS AT PAULUS PARK, 200 SOUTH RAND  
ROAD, VILLAGE OF LAKE ZURICH, LAKE COUNTY, ILLINOIS**

THIS LEASE AGREEMENT (“Lease”), is made and entered into as of the \_\_\_\_\_ day of April, 2024 (“Agreement Date”) by and between the **VILLAGE OF LAKE ZURICH, ILLINOIS**, an Illinois municipal corporation, located in Lake County, Illinois (the “Village”), and **ROBERT COLSON dba/KIKI’S COTTON CANDY** (the “Lessee”).

**Landlord:** Village of Lake Zurich (the “Village”)

**Lessee:** Robert Colson dba/Kiki’s Cotton Candy  
329 Willow Road, Wauconda, IL 60084 (“Lessee”)

**Premises:** Concession facility located at 200 South Rand Road, Lake Zurich, Illinois

- A. **Access:** Village shall always have access to the interior of the concession facility (“Concession”), 24 hours, as well as the surrounding areas provided for herein (“Premises”).
- B. **Permitted Uses:** The Premises will be used to operate a facility for the service of non-alcoholic beverages, as provided herein, as a public amenity Village Park property that will offer a selection non-alcoholic beverages and light food options. No uses of the Premises shall be allowed except as provided herein.
- C. **Hours of Operation:** Lessee and Village agree that the hours of operations for the Concession shall be limited to regular park hours (dawn to dusk) including 90 minutes prior and post to facilitate setup and cleanup.
- D. **Months of Operation:** April 15 through September 15
- E. **Lease Term:** One (1) year term commencing January 1, 2024, and ending December 31, 2024 with subsequent one-year extensions if mutually agreeable between the Village and Lessee. If Lessee desires to terminate this Lease, thirty (30) days advance written notice shall be served upon the Village. If the Village desires to terminate this Lease, thirty (30) days advance written notice shall be served upon Lessee.
- F. **Rent and Late Fees:** Lessee shall pay Village monthly rent of \$250 *OR* 12% of gross sales of other items supported by daily sales documentation, whichever is *greater*, payable for months of operation only. Gross sales are hereby tabulated to not include applicable sales taxes. The rental payment is due on the 1<sup>st</sup> day of the month. Rental payments received by the Village later than the 10<sup>th</sup> day after the due date shall bear a late charge of \$50. If payment is made by check that is dishonored by Lessee’s bank, Lessee shall be assessed any bank fees incurred by the Village as a result of such dishonored check in addition to the late charge. This covenant to pay rent shall be independent of and separate from the other terms of this Lease.
- G. **Subletting:** Lessee shall not assign this Lease nor sublet any portion of the Premises without prior written consent of the Village.

H. **Sales Report:** Lessee agrees to furnish, by the 15<sup>th</sup> calendar day of each month, a detailed summary sales report of food and beverages sold (format to be agreed upon) and additional amounts due above the rent payment of \$250 *OR* 12% of gross sales of other items, whichever is *greater*. Gross sales are hereby tabulated to not include applicable sales taxes. The Village shall keep sales reports confidential where applicable by law, provided such information shall be subject to disclosure as may be required by law. Village reserves the right to audit sales records/receipts of Lessee in detail to confirm that appropriate rental payments are made.

I. **Utilities:** Lessee shall not be responsible for all utility payments and use, including electricity, water, and phone service. Lessee's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the heating systems of the Premises.

J. **Security Deposit:** Upon execution of the Lease, Lessee shall deposit with the Village a Security deposit of \$500 for the Premises to be held by the Village to secure the faithful performance of the Lessee. If the Lessee performs all of the obligations as provided by this Lease and pays all sums due the Village when due, then the Village shall refund the security deposit to Lessee within 45 days after possession of the Premises is relinquished by Lessee. If the Lessee fails to comply with the provisions of this Lease, then the Village may apply all or any part of the security deposit as payment of any sums due from Lessee to the Village or pay for repair of damages caused by Lessee, their agents or customer. The security deposit shall not be treated as advance payment of rent and Lessee shall not apply the security deposit as rent during the term of the Lease.

K. **Health Department:** Lessee shall be responsible for all health and sanitation requirements, and for maintaining the Premises in a clean and sanitary condition for and during the operation of the Concession on the Premises, including the Lake County Health Department and Illinois Department of Public Health code requirements.

L. **Garbage:** Lessee shall be responsible for keeping Concession and immediate surrounding area clean and sanitary at all times during the term of this Lease, including emptying garbage cans immediately surrounding the Concession. The Village will provide access to rolling dumpsters in the enclosure at the entrance to the park.

M. **Equipment:** Lessee shall be responsible for maintenance of all equipment, whether owned or installed by Lessee or Village, including but not limited to equipment outlined in EXHIBIT A. No equipment provided by the Village shall be removed or replaced by Lessee without prior written consent of the Village and if consent is secured, such removal or replacement shall be at the expense of the Lessee. Lessee shall be responsible and liable for any damage to Village equipment.

N. **Signage:** Lessee is permitted to use two flutter flags and two self-standing menu boards near the concession during operating hours. Lessee shall not affix any sign of any size or character to any portion of the property without prior written approval of the Village.

O. **Alterations or Damage:** Lessee shall cause any alterations to the Concession or Premises to be performed in compliance with all applicable permits, laws and requirements. No alterations shall be completed by Lessee without prior written approval of the Village.

Lessee shall be responsible for and liable to the Village for any damage to the Concession or Premises caused by Lessee or Lessee's use of the Concession or Premises.

P. **Insurance to be Maintained by Village:** The Village shall maintain "all-risk" property insurance covering the Premises and Concession (at its full replacement cost) but excluding Lessee's property.

Q. **Insurance to be Maintained by Lessee:** Lessee shall purchase at its own expense and keep in force during this Lease, a policy or policies of commercial general liability insurance, including personal injury and property damage in the following amount:  
*Commercial General Liability:* \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The Minimum General Aggregate shall be no less than \$2,000,000.  
 All insurance policies shall specifically name the Village of Lake Zurich as an additional insured, be issued by an insurance company licensed to do business in the State of Illinois. The Village has the right to request a copy of such certificate of insurance at any time. Said insurance shall remain in full force and effect and must contain a provision that it cannot be cancelled prior notice, in writing, received by the Village, at least 45 days prior to expiration.

R. **Notice of Injury or Damage:** Lessee shall be responsible for notifying the Village in writing of any injury to any person(s) occurring on or damage to the Premises or Concession, or any complaint of such, immediately upon the occurrence of or upon learning of such matter.

S. **Notice of Hazardous Condition(s) or Complaints:** Lessee shall advise the Village, in writing, of any condition of or on the Premises or within the Concession that constitutes a hazard or danger, or of any complaints of such, that come to the attention of Lessee.

T. **Taxes and Costs:** Lessee shall pay all applicable taxes on revenue generated at the Concession. Except as provided herein, Lessee shall be responsible for all costs, expenses and fees associated with its service of beverages on the Premises and its operation of the Concession.

U. **Conflicts of Interest:** Lessee certifies that to their best knowledge no employee of the Village, nor any member thereof, nor any public agency or official affected by any agreement that results from this Lease, has any pecuniary interest in the business of the Lessee, and that no person associated with the Lessee has any interest that would conflict in any manner with the Concession operation.

V. **Parking:** During the term of this Lease, Lessee has the non-exclusive right to use the non-reserved common automobile parking areas and driveways and the pedestrian access areas at Paulus Park. Parking is to be used for business related purposes only. No overnight long-term storage of vehicles or other personal property shall be permitted.

W. **Condition and Delivery of Premises:** Lessee agrees that Lessee is familiar with the condition of both the Premises and the Property and Lessee hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, provided however the Landlord agrees the Premises shall be suitable for use as a Concession as provided herein, with all mechanicals,

plumbing, and HVAC systems to be delivered and kept in good working order by the Village.

X. **Indemnification:** Nothing in this Lease nor any of the following terms or provisions shall serve to impact or waive any of the legal protections available to the Village under Illinois law and/or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10/1-101 et. seq.

**Lessee Indemnification.** Lessee hereby indemnifies, defends, and holds the Village and its respective affiliates, directors, officers, agents and employees (collectively, "Village Indemnified Parties") harmless from and against any and all Losses (defined below) arising from or in connection with (a) the conduct or management of either or both the Concession and the Premises or any business therein, or any work or alterations done, or any condition created by any or all of Lessee and Lessee's in or about the Premises or Concession during the Term or during the period of time, if any, prior to the Commencement Date that Lessee is given access to the Premises or Concession; (b) any act, omission or negligence of any or all of Lessee and Lessee's parties; (c) any accident, injury or damage whatsoever (unless caused by the Village's willful or intentional misconduct) occurring in, at or upon either or both of the Concession and/or the Premises and caused by any or all of the Lessee and Lessee's parties;; (d) any breach by Lessee of any of its warranties and representations under this Lease; (e) any actions necessary to protect the Village's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code; (f) any violation or alleged violation by any or all of the Lessee and Lessee's parties of any Law including, without limitation, any Environmental Law; (g) any breach of the provisions of Section 7 by any or all of the Lessee and Lessee's parties; (h) claims for work or labor performed or materials supplies furnished to or at the request of any or all of the Lessee and Lessee's parties; (i) claims arising from any breach or default on the part of Lessee in the performance of any covenant contained in this Lease; (j) any hazardous materials used, exposed, emitted, released, discharged, generated, manufactured, sold, transported, handled, stored, treated, reused, presented, disposed of or recycled in, at, near or under all or any portion of the Premises or Concession as a result of the acts or omissions of any or all of the Lessee and Lessee's parties; or (k) the violation of any Environmental Law or any permit, application or consent required in connection with any Environmental Law by any or all of the Lessee and Lessee's parties with respect to the Premises or Concession during the Term, excluding, however, any violation of any Environmental Law resulting from form the acts or omissions of the Village and the Village's employees, agents and contractors (collectively, "Lessee's Indemnified Matters"). In case any action or proceeding is brought against any or all of the Village and the Village Indemnified Parties by reason of any of Lessee's Indemnified Matters, Lessee, upon notice from the Village, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, the Village. The term "Losses"" shall mean all claims, demands, expenses, actions,

judgments, damages (whether direct or indirect known or unknown, foreseen or unforeseen), penalties, fines, liabilities, losses of every kind and nature (including, without limitation, property damage, diminution in value of the Village's interest in the Premises or the Concession, damages for the loss or restriction on use of any space or amenity within the Premises or the Concession, damages arising from any adverse impact on marketing space in the Premises or the Concession, sums paid in settlement of claims and any costs and expenses associated with injury, illness or death to or of any person), suits, administrative proceedings, costs and fees, including, without limitation, attorneys' and consultants' fees and expenses, and the costs of cleanup, remediation, removal and restoration, that are in any way related to any matter covered by the foregoing indemnity. The provisions of this subsection shall survive the expiration or termination of this Lease.

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

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

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

Robert Colson  
dba/Kiki's Cotton Candy  
329 Willow Road  
Wauconda, IL 60084

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

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

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

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

**WHEREFORE**, the **VILLAGE OF LAKE ZURICH** and **ROBERT COLSON dba/KIKI'S COTTON CANDY** have caused this Agreement to be executed and attested after the due approved hereof and authorization thereof of their corporate authorities this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**VILLAGE OF LAKE ZURICH**

Printed name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

Printed name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

**ROBERT COLSON dba/KIKI'S COTTON CANDY**

Owner 1 printed name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

Owner 2 printed name: \_\_\_\_\_  
 Signature: \_\_\_\_\_  
 Title: \_\_\_\_\_

ATTEST:

Printed name: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT A**

**EXISTING EQUIPMENT**

The following is a summary of what is provided in the food service area, and is represented to be in good working order:

- Painted drywall and cinderblock walls, fluorescent tube lighting, and tile floor.
- A wash/rinse/sanitize sink with floor drain and a hand-washing sink.
- Five service windows onto the concession area
- GE Upright Freezer – Model FUF 21SVARWW
- 4 Stainless Steel Counter Tables
- Stainless Steel Turbo Air Refrigerant Model #TUR-48SD
- Ice Maker (will need to be accessed throughout the Summer season by Village of Lake Zurich to support aquatics, day camp and special event operations)
- LG Portable Air Conditioner – Model #LP1200DXRY8



*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

MEMORANDUM

Date: April 15, 2024  
To: Ray Keller, Village Manager *PK*  
From: Bonnie Caputo, Recreation Director  
Subject: Lake Zurich Triathlon 2025 Special Event Request

MEMORANDUM  
U  
O

**Issue:** The LZ Tri 2024 event was approved by the Village Board to operate at Paulus Park on Sunday, July 7<sup>th</sup>.

The approved organizer, 10xEM, has been diligently following up with Lake County Department of Transportation (LCDOT) regarding the construction projects for Fairfield Road (resurfacing) and the intersection of Miller and Rt. 12 that would affect the route of the bike course portion of the event.

**Analysis:** LCDOT representatives did confirm that both areas will be open to traffic but active construction sites at the time of the event with milled surfaces on Fairfield and milled surfaces with drop offs for widening on Rt. 12. Organizers did review area maps and reach out to the Village to determine if there was an alternative route that could be utilized to avoid these areas allowing for a revised bike route. After discussions, it was determined that there are no alternate options for a bike route.

Due to the potential unsafe conditions and no viable alternative route for the biking course, the organizers are asking to delay the revival of the event to July 13, 2025. Typically, the department would present 2025 applications to the Village Board as of the new year, however, 10xEM would like to begin cross promoting the 2025 event to all of their other races and events this Spring and Summer.

**Recommendation:** Staff recommends accepting the July 13, 2025 event request for the operation of the LZ Tri at Paulus Park by 10xEM.

w/Attachments: Letter of request from 10xEM to secure a 2025 event date



To the Village of Lake Zurich,

We want to request a postponement of the Village Board approved event formally, The Lake Zurich Triathlon. Upon receiving approval from the February 5<sup>th</sup> board meeting, we have been working with Lake County to receive the best updates on current construction project. The Fairfield road resurfacing project and the Miller road at US12 projects are not scheduled for completion until after our planned date. After consulting with our team, we would like to request the postponement of the event into 2025. Due to what day of the week July 4<sup>th</sup> falls in 2025, we would like to request July 13<sup>th</sup>, 2025. This date gives us all the best opportunity for a successful event in 2025.

It would be our intent, with your approval, to start the marketing and promotion for the 2025 event in July. This gives us a full calendar year to promote the return of this great event. Please let me know if you have any questions, concerns or issue with the proposed 2025 event date. Thanks again for the opportunity to bring this event back to Lake Zurich.

Nick Lynch

A handwritten signature in black ink, appearing to read "Nick Lynch".

President/CEO  
10xEM, LLC



*At the Heart of Community*

PARK AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

**MEMORANDUM**

Date: April 15, 2024  
To: Ray Keller, Village Manager *PK*  
From: Bonnie Caputo, Recreation Director  
Subject: Park and Recreation Pavilion Event Request FY24

APRIL 15, 2024  
35

**Issue:** 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 then the Village Board of Trustees.

**Analysis:** Below is a summary of the pavilion event requests the Park and Recreation Department is requesting approval for FY24:

Event	Date(s) and Time(s)	Location	Estimated Attendance
Great Clips (Barbara Polk)	7/28/24 1pm-8pm	Paulus Park Lakeside Pavilion	120

**Recommendation:** Staff recommends accepting the above applicant request to utilize Paulus Park property.

w/Attachments: Pavilion & Field Reservation Application



# PAVILION & FIELD

ATT: Julie 847-8380-5471  
 PLEASE NOTE, PICNIC TABLES ARE ONLY AVAILABLE AT PAULUS PARK DRIVING IN OUR PARKS IS STRICTLY PROHIBITED FOR ANY REASON

PAVILION RENTALS

- Woodland Trails Pavilion - 200 S. Rand Rd
- Playground Pavilion - 200 S. Rand Rd
- Center Stage Pavilion - 200 S. Rand Rd
- Lakeside Pavilion - 200 S. Rand Rd *by Volleyball net*
- Paulus Park Stage - 200 S. Rand Rd

1 Rental Date 7/28/24  S  M  T  W  T  F  S

Arrival 1:00 PM Departure 8:00 PM

2 Contact Barbara Polk  
 Cell 847-494-3019  Home

3 Street Address 295 Sandy Point Lane  
 City Lake Zurich, IL 60047

4 E-Mail Address barbara.polk@greatclip.net  
 Date of Birth 1/8/54

5 Purpose of Rental Company Picnic

6 Expected Attendance 120

Will Alcohol Be Served?  Yes  No (If yes, see policy 13)  
 \*Lake Zurich Residents Only; It is not permissible for Non-Residents to secure a liquor license.

7 Please describe any material, literature or equipment you will supply for your group:

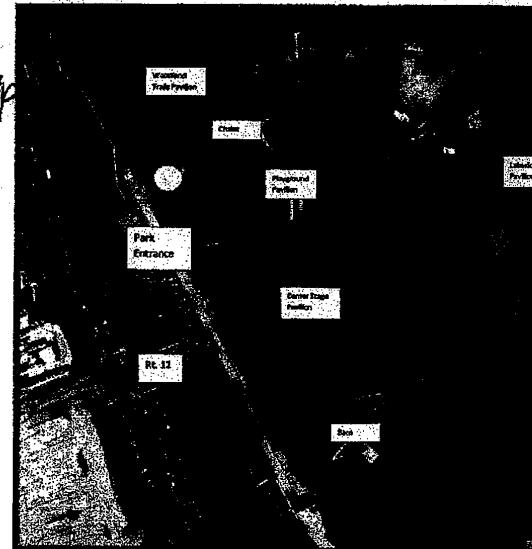
8 Americans with Disabilities Act Special Needs:  
 Yes  No (If so, please specify)

9 Will there be an admission charge/donation?  
 Yes  No (If so, how much and why?)

WILL YOU BE USING SPECIAL EQUIPMENT?

Yes  No (If so, please specify)

The Village does not supply special equipment. You must request permission & obtain a certificate of insurance naming Village of Lake Zurich as an additional insured to use special equipment on Village property. The use of generators and other noisy equipment is prohibited. Water is not available at any of the parks. **TENT PERMITS/FEES ARE APPLICABLE**







*At the Heart of Community*

## PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

### MEMORANDUM

**Date:** April 3, 2024

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

**From:** Michael J. Brown, Director of Public Works

**Subject:** 2024 Crack Sealing Program

5F

**Issue:** The FY 2024 budget includes \$60,000 in the Motor Fuel Tax (MFT) fund for preventive street maintenance.

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

- *Infrastructure Investment:* Develop and formalize a long-range street maintenance program.

**Background:** In order for the Village to receive maximum returns on the significant investments made towards the annual street resurfacing program, a maintenance program is necessary. The preferred method of crack sealing addresses the freeze/thaw cycles that cause bituminous asphalt to become brittle and develop cracks.

If left untreated, these cracks introduce moisture to the pavement structure which leads to premature pavement deterioration and higher reconstruction costs. A crack sealing program is typically introduced three to five years after a street is resurfaced and can add 10 years to the life of a street.

**Analysis:** Staff solicited bids for the 2024 Crack Sealing Program on February 19, 2024. The bid opening occurred on March 25, 2024. The Village received four (4) bids. The bid results are shown below. A full reference list was made available to Village staff for review. The results of the reference inquiries were found to be favorable. Staff has also confirmed with Patriot Pavement Maintenance Inc. that all operations, installation practices, and documentation shall comply with the specifications set forth in the bid documentation.

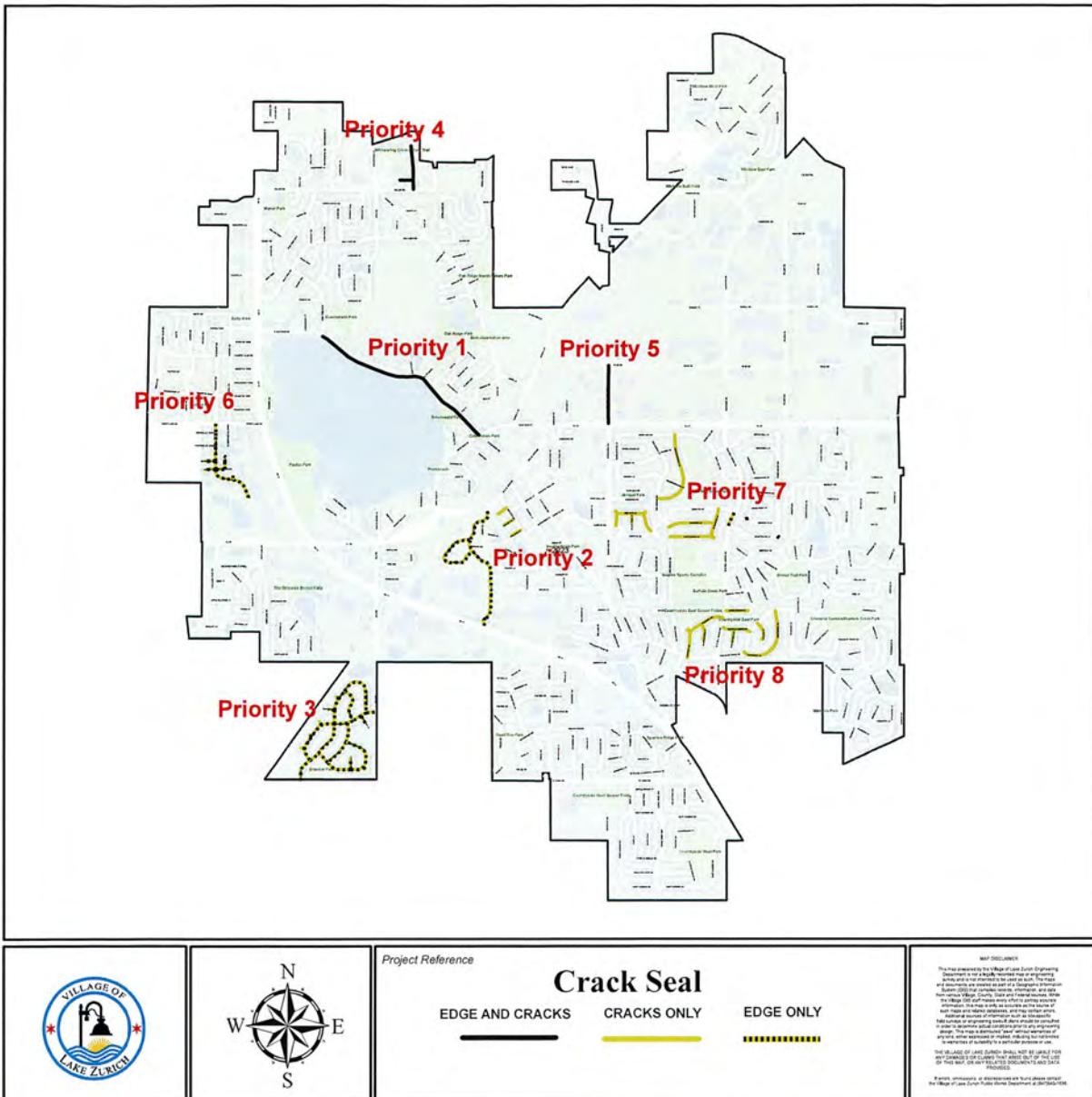
Bid results can be found below.

<b>Bidder</b>	<b>Unit Price</b>
Patriot Pavement Maintenance (Des Plaines, IL)	\$1.44
SKC Construction (West Dundee, IL)	\$2.40
National Industrial Maintenance (East Chicago, IN)	\$2.64
Denler Inc (Joliet, IL)	\$1.89

**Recommendation:** Award a contract for the 2024 Crack Sealing Program to Patriot Pavement Maintenance, Inc. of Des Plaines, IL at the unit price of \$1.44 per pound of sealant, in a not-to-exceed amount of \$60,000.

**W/Attachments:**

1. Bid Submittal – Patriot Pavement Maintenance, Inc.
2. 2024 Program Map



Western National Mutual Insurance Company  
Edina MN 55435

## BID BOND

**CONTRACTOR:**  
(Name, legal status and address)

PATRIOT PAVEMENT MAINTENANCE, INC  
165 HINTZ RD  
WHEELING, IL 60090

**OWNER:**  
(Name, legal status and address)  
VILLAGE OF LAKE ZURICH  
70 EAST MAIN ST  
LAKE ZURICH, IL 60047

**BOND AMOUNT: FIVE PERCENT (5%) OF BID AMOUNT**

**PROJECT:**

(Name, location or address, and Project number, if any)  
CRACK FILLING OF STREETS

**SURETY:**  
(Name, legal status and principal place of business)

Western National Mutual Insurance Company  
4700 West 77th Street  
Edina MN 55435

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.

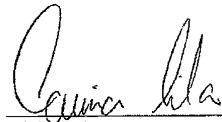
The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

1

Signed and sealed this 13 day of MARCH, 2024.

  
(Witness)

  
(Principal)   
**PRESIDENT**  
(Title)

  
(Witness)

  
(Surety)   
**JENNIFER ANGELL, ATTORNEY-IN-FACT**  
(Title)



The Company executing this bond vouches that this document conforms to American Institute of Architects Document A310, 2010 edition

2



## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Western National Mutual Insurance Company, a Minnesota mutual insurance company, does make, constitute, and appoint: Oaklane Insurance Agency #10472

John P. Brandi, Samuel P. Brandi, Jennifer Angeli, Gabrina Cecoh

Its true and lawful Attorney(s)-in-Fact, with full power and authority for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required) bond, undertakings recognizances or other written obligations in the nature thereof, (other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds, self-insurance workers compensation bonds guaranteeing payment of benefits, hazardous waste remediation bonds or black lung bonds), as follows:

All written instruments in an amount not to exceed an aggregate of Seven Million Five Hundred Thousand and 00/100 Dollars (\$7,500,000.00) for any single obligation, regardless of the number of instruments issued for the obligation.

and to bind Western National Mutual Insurance Company thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This appointment is made under and by authority of the board of directors at a meeting held on September 28, 2010. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of Western National Mutual Insurance Company on September 28, 2010:

RESOLVED that the president, any vice president, or assistant vice president in conjunction with the secretary or any assistant secretary, may appoint attorneys-in-fact or agents with authority as defined or limited in the instrument evidencing the appointment in each case, for and on behalf of the company to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, and said officers may remove any such attorney-in-fact or agent and revoke any Power of Attorney previously granted to such person.

RESOLVED FURTHER that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company

- (i) when signed by the president, any vice president or assistant vice president, and attested and sealed (if a seal be required) by any secretary or assistant secretary; or
- (ii) when signed by the president, any vice president or assistant vice president, secretary or assistant secretary, and countersigned and sealed (if a seal be required) by a duly authorized attorney-in-fact or agent; or
- (iii) when duly executed and sealed (if a seal be required) by one or more attorneys-in-fact or agents pursuant to and within the limits of the authority evidenced by the Power of Attorney issued by the Company to such person or persons.

RESOLVED FURTHER that the signature of any authorized officer and the seal of the company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, Western National Mutual Insurance Company has caused these presents to be signed by its proper officer and its corporate seal to be affixed this 5th day of December, 2023.

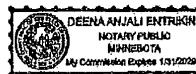
Jennifer A. Young, Secretary



Mark S. Hewitt, Vice President, Surety

### STATE OF MINNESOTA, COUNTY OF HENNEPIN

On this 5th day of December, 2023, personally came before me, Jennifer A. Young and Mark S. Hewitt and to me known to be the individuals and officers of the Western National Mutual Insurance Company who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally dispose and say; that they are the said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said corporation.



Deena Anjali Entrikin, Notary Public  
My commission expires January 31, 2029

### CERTIFICATE

I, the undersigned, Secretary of the Western National Mutual Insurance Company, a Minnesota corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.



Jennifer A. Young, Secretary

Signed and sealed at the City of Edina, MN this \_\_\_\_\_ day of \_\_\_\_\_



Illinois Department  
of Transportation

RECEIVED  
MAR 25 2024

Local Public Agency  
Formal Contract Proposal

COVER SHEET BY:

1

Proposal Submitted By:

Contractor's Name

Patriot Pavement Maintenance

Contractor's Address

165 W. Hintz Rd

City

Wheeling

State

IL 60090

Zip Code

STATE OF ILLINOIS

Local Public Agency

County

Section Number

Village of Lake Zurich

Lake

24-00000-00-GM

Route(s) (Street/Road Name)

Various Locations throughout Village

Type of Funds

MFT

Proposal Only  Proposal and Plans  Proposal only, plans are separate

Submitted/Approved

For Local Public Agency:

For a County and Road District Project

Submitted/Approved

Highway Commissioner Signature & Date

Submitted/Approved

County Engineer/Superintendent of Highways Signature & Date

For a Municipal Project

Submitted/Approved/Passed

Signature & Date

*Michael J. Bensinger*  
Official Title  
*Director of Public Works*

Department of Transportation

Released for bid based on limited review

Regional Engineer Signature & Date

Note: All proposal documents, including Proposal Guaranty Checks or Proposal Bid Bonds, should be stapled together to prevent loss when bids are processed.

Completed 11/20/23

Page 1 of 6



BLR 12200 (Rev. 01/19/23)

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	24-00000-00-GM	Various Locations throughout V

### NOTICE TO BIDDERS

Sealed proposals for the project described below will be received at the office of Village of Lake Zurich Village Hall

70 E Main Street, Lake Zurich 60047	Name of Office
Address	until 10:00 AM on 03/25/24

Sealed proposals will be opened and read publicly at the office of <u>Village of Lake Zurich Village Hall</u>	Name of Office
70 E Main Street, Lake Zurich 60047	at 10:00 AM on 03/25/24
Address	Time
	Date

### DESCRIPTION OF WORK

Location	Project Length
Various	N/A

#### Proposed Improvement

Crack Sealing for various locations throughout Village. Priority locations are shown on Exhibit A included with the specifications.

1. Plans and proposal forms will be available in the office of [www.questcdn.com](http://www.questcdn.com), project number 8825211 for a fee of \$22.00. Contact Mike Cernock at 847-540-1696 with questions.
2.  Prequalification  
If checked, the 2 apparent as read low bidders must file within 24 hours after the letting an "Affidavit of Availability" (Form BC 57) in triplicate, showing all uncompleted contracts awarded to them and all low bids pending award for Federal, State, County, Municipal and private work. One original shall be filed with the Awarding Authority and two originals with the IDOT District Office.
3. The Awarding Authority reserves the right to waive technicalities and to reject any or all proposals as provided in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals.
4. The following BLR Forms shall be returned by the bidder to the Awarding Authority:
  - a. Local Public Agency Formal Contract Proposal (BLR 12200)
  - b. Schedule of Prices (BLR 12201)
  - c. Proposal Bid Bond (BLR 12230) (if applicable)
  - d. Apprenticeship or Training Program Certification (BLR 12325) (do not use for project with Federal funds.)
  - e. Affidavit of Illinois Business Office (BLR 12326) (do not use for project with Federal funds)
5. The quantities appearing in the bid schedule are approximate and are prepared for the comparison of bids. Payment to the Contractor will be made only for the actual quantities of work performed and accepted or materials furnished according to the contract. The scheduled quantities of work to be done and materials to be furnished may be increased, decreased or omitted as hereinafter provided.
6. Submission of a bid shall be conclusive assurance and warranty the bidder has examined the plans and understands all requirements for the performance of work. The bidder will be responsible for all errors in the proposal resulting from failure or neglect to conduct an in depth examination. The Awarding Authority will, in no case, be responsible for any costs, expenses, losses or changes in anticipated profits resulting from such failure or neglect of the bidder.
7. The bidder shall take no advantage of any error or omission in the proposal and advertised contract.
8. If a special envelope is supplied by the Awarding Authority, each proposal should be submitted in that envelope furnished by the Awarding Agency and the blank spaces on the envelope shall be filled in correctly to clearly indicate its contents. When an envelope other than the special one furnished by the Awarding Authority is used, it shall be marked to clearly indicate its contents. When sent by mail, the sealed proposal shall be addressed to the Awarding Authority at the address and in care of the official in whose office the bids are to be received. All proposals shall be filed prior to the time and at the place specified in the Notice to Bidders. Proposals received after the time specified will be returned to the bidder unopened.
9. Permission will be given to a bidder to withdraw a proposal if the bidder makes the request in writing or in person before the time for opening proposals.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	24-00000-00-GM	Various Locations throughout Village of Lake Zurich

**PROPOSAL**

1. Proposal of \_\_\_\_\_  
Contractor's Name \_\_\_\_\_  
Contractor's Address \_\_\_\_\_

2. The plans for the proposed work are those prepared by Village of Lake Zurich \_\_\_\_\_  
and approved by the Department of Transportation on \_\_\_\_\_.

3. The specifications referred to herein are those prepared by the Department of Transportation and designated as "Standard Specifications for Road and Bridge Construction" and the "Supplemental Specifications and Recurring Special Provisions" thereto, adopted and in effect on the date of invitation for bids.

4. The undersigned agrees to accept, as part of the contract, the applicable Special Provisions indicated on the "Check Sheet for Recurring Special Provisions" contained in this proposal.

5. The undersigned agrees to complete the work within \_\_\_\_\_ working days or by 10/31/24 \_\_\_\_\_ unless additional time is granted in accordance with the specifications.

6. The successful bidder at the time of execution of the contract will \_\_\_\_\_ be required to deposit a contract bond for the full amount of the award. When a contract bond is not required, the proposal guaranty check will be held in lieu thereof. If this proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority.

7. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the products of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price. A bid may be declared unacceptable if neither a unit price nor a total price is shown.

8. The undersigned submits herewith the schedule of prices on BLR 12201 covering the work to be performed under this contract.

9. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12201, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

10. A proposal guaranty in the proper amount, as specified in BLRS Special Provision for Bidding Requirements and Conditions for Contract Proposals, will be required. Bid Bonds will \_\_\_\_\_ be allowed as a proposal guaranty. Accompanying this proposal is either a bid bond, if allowed, on Department form BLR 12230 or a proposal guaranty check, complying with the specifications, made payable to: Lake Zurich \_\_\_\_\_  
Treasurer of the Village of Lake Zurich \_\_\_\_\_.

The amount of the check is 5% of Bid Total \_\_\_\_\_ (\_\_\_\_\_).

**Attach Cashier's Check or Certified Check Here**

In the event that one proposal guaranty check is intended to cover two or more bid proposals, the amount must be equal to the sum of the proposal guaranties which would be required for each individual bid proposal. If the proposal guaranty check is placed in another bid proposal, state below where it may be found.

The proposal guaranty check will be found in the bid proposal for: Section Number \_\_\_\_\_.

Local Public Agency	County	Section Number	Route(s) (Street/Road Name)
Village of Lake Zurich	Lake	24-00000-00-GM	Various Locations throughout V

### CONTRACTOR CERTIFICATIONS

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

1. **Debt Delinquency.** The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedure established by the appropriate Revenue Act, its liability for the tax or the amount of the tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense, or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or Local government. No corporation shall be barred from contracting with any unit of State or Local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent on behalf of the corporation.

3. **Bribery.** The bidder or contractor or subcontractor, respectively, certifies that, it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter or record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
4. **Interim Suspension or Suspension.** The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be canceled.

Local Public Agency Village of Lake Zurich	County Lake	Section Number 24-00000-00-GM	Route(s) (Street/Road Name) Various Locations throughout V
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**SIGNATURES**

(If an individual)

Bidder Signature &amp; Date

Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

(If a partnership)

Firm Name

Signature &amp; Date

Title

Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Insert the Names and Addresses of all Partners

(If a corporation)

Corporate Name

*Patriot Pavement Maintenance*

Signature &amp; Date

Title

*PRESIDENT*

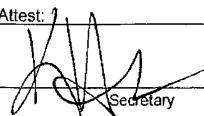
Business Address

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

Insert Names of Officers

President

*Matt Sollars*

Attest:   
Secretary

Secretary

Matt Sollars

Treasurer

Matt Sollars



### Check Sheet for Recurring Special Provisions

Local Public Agency

Village of Lake Zurich

County

Lake

Section Number

24-00000-00-GM

Check this box for lettings prior to 01/01/2024.

The Following Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

#### Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
1	<input type="checkbox"/> Additional State Requirements for Federal-Aid Construction Contracts	59
2	<input type="checkbox"/> Subletting of Contracts (Federal-Aid Contracts)	62
3	<input type="checkbox"/> EEO	63
4	<input type="checkbox"/> Specific EEO Responsibilities Non Federal-Aid Contracts	73
5	<input type="checkbox"/> Required Provisions - State Contracts	78
6	<input type="checkbox"/> Asbestos Bearing Pad Removal	84
7	<input type="checkbox"/> Asbestos Waterproofing Membrane and Asbestos HMA Surface Removal	85
8	<input type="checkbox"/> Temporary Stream Crossings and In-Stream Work Pads	86
9	<input type="checkbox"/> Construction Layout Stakes	87
10	<input type="checkbox"/> Use of Geotextile Fabric for Railroad Crossing	90
11	<input type="checkbox"/> Subsealing of Concrete Pavements	92
12	<input type="checkbox"/> Hot-Mix Asphalt Surface Correction	96
13	<input type="checkbox"/> Pavement and Shoulder Resurfacing	98
14	<input type="checkbox"/> Patching with Hot-Mix Asphalt Overlay Removal	99
15	<input type="checkbox"/> Polymer Concrete	101
16	<input type="checkbox"/> Reserved	103
17	<input type="checkbox"/> Bicycle Racks	104
18	<input type="checkbox"/> Temporary Portable Bridge Traffic Signals	106
19	<input type="checkbox"/> Nighttime Inspection of Roadway Lighting	108
20	<input type="checkbox"/> English Substitution of Metric Bolts	109
21	<input type="checkbox"/> Calcium Chloride Accelerator for Portland Cement Concrete	110
22	<input type="checkbox"/> Quality Control of Concrete Mixtures at the Plant	111
23	<input type="checkbox"/> Quality Control/Quality Assurance of Concrete Mixtures	119
24	<input type="checkbox"/> Reserved	135
25	<input type="checkbox"/> Reserved	136
26	<input type="checkbox"/> Temporary Raised Pavement Markers	137
27	<input type="checkbox"/> Restoring Bridge Approach Pavements Using High-Density Foam	138
28	<input type="checkbox"/> Portland Cement Concrete Inlay or Overlay	141
29	<input type="checkbox"/> Portland Cement Concrete Partial Depth Hot-Mix Asphalt Patching	145
30	<input type="checkbox"/> Longitudinal Joint and Crack Patching	148
31	<input type="checkbox"/> Concrete Mix Design - Department Provided	150
32	<input type="checkbox"/> Station Numbers in Pavements or Overlays	151

Local Public Agency

Village of Lake Zurich

County

Lake

Section Number

24-00000-00-GM

The Following Local Roads And Streets Recurring Special Provisions Indicated By An "X" Are Applicable To This Contract And Are Included By Reference:

Local Roads And Streets Recurring Special Provisions

<u>Check Sheet #</u>		<u>Page No.</u>
LRS 1	<b>Reserved</b>	153
LRS 2	<input type="checkbox"/> Furnished Excavation	154
LRS 3	<input type="checkbox"/> Work Zone Traffic Control Surveillance	155
LRS 4	<input checked="" type="checkbox"/> Flaggers in Work Zones	156
LRS 5	<input type="checkbox"/> Contract Claims	157
LRS 6	<input type="checkbox"/> Bidding Requirements and Conditions for Contract Proposals	158
LRS 7	<input type="checkbox"/> Bidding Requirements and Conditions for Material Proposals	164
LRS 8	<b>Reserved</b>	170
LRS 9	<input type="checkbox"/> Bituminous Surface Treatments	171
LRS 10	<b>Reserved</b>	175
LRS 11	<input checked="" type="checkbox"/> Employment Practices	176
LRS 12	<input checked="" type="checkbox"/> Wages of Employees on Public Works	178
LRS 13	<input checked="" type="checkbox"/> Selection of Labor	180
LRS 14	<input type="checkbox"/> Paving Brick and Concrete Paver Pavements and Sidewalks	181
LRS 15	<input checked="" type="checkbox"/> Partial Payments	184
LRS 16	<input type="checkbox"/> Protests on Local Lettings	185
LRS 17	<input checked="" type="checkbox"/> Substance Abuse Prevention Program	186
LRS 18	<input type="checkbox"/> Multigrade Cold Mix Asphalt	187
LRS 19	<input type="checkbox"/> Reflective Crack Control Treatment	188



## Schedule of Prices



Contractor's Name

## Patriot Pavement Maintenance

Contractor's Address

City

State Zip Code

### Local Public Agency

**Country**

**Section Number**

**Local Public Agency**

County

Section Number  
34 00000 00 0

8  
Bauta/s) (Street/Road Name)

### Route(s)

### Schedule for Multiple Bids

### **Schedule for Single Bid**

(For complete information covering these items, see plans and specifications.)

1. Each pay item should have a unit price and a total price.
2. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern.
3. If a unit price is omitted, the total price will be divided by the quantity in order to establish a unit price.
4. A bid may be declared unacceptable if neither a unit price or total price is shown.

Village of Lake Zurich  
Crack Sealing Program

**EXHIBIT B**

**BID PROPOSAL FORM**

**To:** Office of the Village Manager  
Village of Lake Zurich  
70 E. Main Street  
Lake Zurich, IL 60047

**From:** Patriot Pavement Maintenance 165 W. Hunt Rd Wheeling, IL 60090  
 Bidder 847-813-9034 Address (City, State, Zip) mailto:patriotpavement.net  
 Phone Number Matt Sollars Email \_\_\_\_\_  
 Bidder's Contact for Bid Additional Contact information \_\_\_\_\_

Having carefully examined the terms set forth in the Notice to Bidders, Instructions to Bidders, Bid Award, General Conditions, Contract and Description of the Work and Procedures and having thoroughly examined the probable work conditions at the work sites/locations and pertinent areas adjacent thereto, the undersigned Bidder acknowledges the same to be accurate and complete insofar as the Work to be performed and related work details are concerned, the undersigned Bidder agrees to furnish all labor, materials, equipment, tools and services or whatever else is required for the Work as set forth in the 2024 Contract Documents for Crack Sealing documents referenced above.

The undersigned Bidder acknowledges that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease and 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 Bidder further agrees that if the Village 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 Village prior to performing extra work or at a Unit Price determined in the same manner.

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

Upon award of the Contract, the Village will send a Notice of Award to the successful Bidder and the Bidder must then execute the Contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed and Bidder will thereafter shall commence Work not later than ten (10) calendar days thereafter and, unless otherwise provided,

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, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract the costs of additional engineering and observation, maintenance of detours, interest, and other items incurred by the Village resulting from the failure of the Bidder to complete the Work within the time specified in the Contract.

Village of Lake Zurich  
Crack Sealing Program

The undersigned Bidder agrees to complete the Work by **Thursday, October 31, 2024** unless granted additional time in writing by the Village.

Included with this bid Proposal is a bank cashier's check, certified check or bid bond in the amount of ~~10% of the bid~~, being ten percent (10%) of the total amount bid by \_\_\_\_\_, the Bidder, in favor of the Village of Lake Zurich.

It is hereby agreed that, should Bidder be awarded the Contract for services contemplated under this bid and fail or refuse to execute a Contract for the performance of said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Lake Zurich as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date.

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

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

**Bidder hereby bids on all items and has provided a price for all requested services.** The Bidder acknowledges it understands all the requested services for which it has submitted a bid. The undersigned proposes to furnish all labor, materials, tools, equipment and perform all necessary requirements for the Work for the crack sealing, with the attached conditions and specifications, and at the terms and schedule prices herein given:

**Location Maps are located in Exhibit "D"**

Village of Lake Zurich  
Crack Sealing Program

**Exhibit "1"**

	ITEM	UNIT	UNIT PRICE
1.	Crack Sealing	POUND	\$ 1.44

Patriot Pavement Maintenance 165 W. Hintz Rd Wheeling, IL  
 Company Name Address (City, State, Zip)  
847-813-9034 165 W. Hintz Rd Wheeling, IL  
 Phone Number Business Address  
matt@patriotpavement.net  
 Email

**Submitted**  
3.25.2023  
 Date

**Bidder**  
Patriot Pavement Maintenance  
 Corporate Name

165 W. Hintz Rd Wheeling, IL  
 Business Address

847-813-9034  
 Phone Number

KH  
 Attest: Secretary

Matt Sollars  
 Corporate Seal  
 Signed By  
Matt Sollars  
 President



## PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

*At the Heart of Community*

## MEMORANDUM

**Date:** April 10, 2024

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

**From:** Michael J. Brown, Director of Public Works

**Subject:** 2024 Patching Program (LCML Cooperative Bid)

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**Issue:** The FY 2024 budget includes \$150,000 in the Non-Home Rule Sales Tax fund for the 2024 Patching Program.

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

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

- Goal – Infrastructure Investment: Develop and formalize a long-range street maintenance program.
- Goal – Service Sustainability: Identify Methods of Alternate Service Delivery.

**Analysis:** The Village has historically participated in a cooperative bid agreement with other municipalities through the Lake County Municipal League (LCML). Doing so allows the Village to secure a more competitive unit price. The LCML Pavement Patching program was bid on April 5, 2024. It is a one (1) year contract with an option to extend the contract for four (4) additional single years.

**Recommendation:** Award a contract for the 2024 Patching Program to Schroeder Asphalt Services, McHenry, IL in a not-to-exceed amount of \$150,000.00.

**W/Attachments:**

1. Contract Documents-Part 1
2. Contract Documents-Part 2
3. Bid Submittal – Schroeder Asphalt Services

**LAKE COUNTY MUNICIPAL LEAGUE**  
**OPENING OF BIDS**  
**Pavement Patching and Pavement Marking**

April 5, 2024, 1pm

**Round Lake Beach Village Hall, Council Chambers, 1937 N. Municipal Way, Round Lake Beach, IL 60073**

*Chesoland*

**CONTRACTOR'S 2024 SCHEDULE OF PRICES**

**COMPLETE TABLE AS INDICATED  
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	4000	55 -	220,000 -
2	Class D Patches, Type III, 4 Inch	SY	1550	55 -	85,250 -
3	Class D Patches, Type IV, 4 Inch	SY	8600	43.92	377,712 -
4	Class D Patches, Type II, 6 Inch	SY	0	125 -	-
5	Class D Patches, Type III, 6 Inch	SY	0	100 -	-
6	Class D Patches, Type IV, 6 Inch	SY	200	85 -	17,000 -
7	Repair and Preparation of Base Course	SY	0	100 -	-
8	Aggregate Base Repair	TON	0	50 -	-
Bidder's Proposal for Making Entire Improvements					699,962 -

*SCHROEDER  
ASPHALT SERVICES*

**CONTRACTOR'S 2024 SCHEDULE OF PRICES**

**COMPLETE TABLE AS INDICATED  
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	4000	44.00	176000.00
2	Class D Patches, Type III, 4 Inch	SY	1550	43.50	67425.00
3	Class D Patches, Type IV, 4 Inch	SY	8600	43.00	369800.00
4	Class D Patches, Type II, 6 Inch	SY	0		
5	Class D Patches, Type III, 6 Inch	SY	0		
6	Class D Patches, Type IV, 6 Inch	SY	200	65.00	13000.00
7	Repair and Preparation of Base Course	SY	0		
8	Aggregate Base Repair	TON	0		
Bidder's Proposal for Making Entire Improvements					
<b>1626,125.00</b>					

# LAKE COUNTY MUNICIPAL LEAGUE COOPERATIVE PURCHASING PROGRAM



## BID SUBMITTAL PACKAGE

### PART II

## PAVEMENT PATCHING

**Sealed Bid Due: Defined in PART I**

**Lake County Municipal League  
Cooperative Purchasing Program**

**CONTRACT FOR  
PAVEMENT PATCHING**

**TABLE OF CONTENTS**

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

**Lake County Municipal League  
Cooperative Purchasing Program**

**TAPE OR STAPLE THIS PAGE TO OUTSIDE OF BID ENVELOPE**

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

**CHECK LIST**

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

**COMMODITY      PAVEMENT PATCHING**

**DUE DATE      FRIDAY, APRIL 5th at 1:00 PM**

**CONTRACTOR** \_\_\_\_\_

**Lake County Municipal League  
Cooperative Purchasing Program**

**BIDDER'S PROPOSAL**

**PAVEMENT PATCHING**

Full Name of Bidder \_\_\_\_\_ ("Bidder")

Principal Office Address \_\_\_\_\_

Local Office Address \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone \_\_\_\_\_

Contact E-mail Address \_\_\_\_\_

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

Attention: **LCML COOP REP**

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

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

**1. Work Proposal**

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

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

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

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

## 2. Contract Price Proposal

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

## 3. Bid Security

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

## 4. Bidder's Obligations

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

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Attest/Witness: \_\_\_\_\_

Bidder

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

**ATTACHMENT A  
SPECIAL PROVISIONS**

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

**I. AWARD OF CONTRACT**

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

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

**II. CONTRACT TIME and START DATE**

Contractor shall complete the Work between April 15, 2024 through November 15, 2024, and may be extended for up to four additional consecutive years at the Owner's discretion.

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

**III. DESCRIPTION OF WORK**

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

**IV. FUNDING SOURCE**

This maintenance function is funded with either General Revenue or Motor Fuel Tax funds depending on the municipality and is subject to all requirements set forth by the State of Illinois.

#### **V. SCOPE OF WORK**

As directed by the Village Representative of each awarding municipality, Contractor shall complete Pavement Patching in the locations determined and laid out by the OWNER Representative. Contractor will be provided a list of addresses and or map of all the work locations.

#### **VI. PAVEMENT PATCHING - CLASS D – OF TYPE AND DEPTH SPECIFIED**

This work shall be done in accordance with Section 442 of the Standard Specifications except as modified herein:

This work shall include the full-depth saw cutting, removal, and disposal of the existing pavement; base course preparation; and replacement with new hot-mix asphalt pavement to **the thickness specified**. Materials shall be installed in lifts not to exceed 4", which shall be compacted to the satisfaction of the OWNER. Final lift shall consist of a minimum of 1 ½" of Hot-mix Asphalt Surface Course.

Where unsuitable material is encountered in the subgrade or subbase and its removal and replacement is directed by the OWNER, such removal and replacement shall be performed by Contractor. The cost of removal, disposal, and replacement of unsuitable material with crushed stone (CA-6), compacted to the satisfaction of the OWNER, shall be the unit price for SPECIAL UNDERCUT.

The area measured shall be the actual area as marked by the OWNER. If additional area is removed or damaged by Contractor, the additional area shall not be measured for payment, but shall be removed and replaced at Contractor's expense.

All material removed shall be replaced with new material by the end of the working day in accordance with these specifications.

All material must be approved by the State of Illinois and certified inspection tickets shall be furnished to the OWNER.

#### **VII. REPAIR AND PREPARATION OF BASE COURSE**

**Description:** This work shall consist of removal and offsite disposal of existing aggregate base course and subgrade to a depth as directed by the Village Representative, but no greater than 18 inches, in areas determined to be unstable or unsuitable. The excavated undercut area shall be filled with CA 6 aggregate and may include the placement of geotextile fabric as directed by the Village Representative, prior to placement of the CA 6 aggregate. The new material shall be graded and compacted to match the adjacent prepared aggregate base course.

**General:** The work shall be performed according to Section 358 of the "Standard Specifications." Material testing required for CCDD sign off will be considered incidental to the contract and shall be provided by the Contractor.

**Method of Measurement:** This work in connection with the repair and preparation of aggregate base course will be measured in square yards.

**Basis of Payment:** This work shall be paid for at the contract unit price per square yard for REPAIR AND PREPARATION OF BASE COURSE. The unit price shall include all equipment, materials, offsite disposal of unsuitable materials and labor required to furnish and place the repair and preparation of base course. Additional aggregate material required for the repair of aggregate bases will be paid for at the contract unit price per ton for AGGREGATE BASE REPAIR.

## **VIII. COORDINATION WITH THE OWNER**

Contractor shall notify the OWNER at least forty-eight (48) hours prior to the commencement of any work.

## **IX. CONTROL OF WORK**

### **A. Mailboxes**

Contractor may remove mailboxes if they interfere with Contractor's operation. Upon completion, or sooner when requested by the OWNER, Contractor shall replace all mailboxes at Contractor's expense, which mailboxes shall be in as good or better condition as when removed.

## **X. TRAFFIC CONTROL**

The Contractor shall obtain, erect, maintain, and remove all signs, barricades, flagmen, and other traffic control devices as may be necessary for the purpose of regulating, warning, or guiding traffic. Placement and maintenance of all traffic control devices shall be as directed by the OWNER and in accordance with applicable parts of Section 701 of the Standard Specifications.

The Contractor is notified that all streets are to be kept open to traffic and access to private property will be maintained at all times during the construction of this project except when repairs are required through driveways. Prior to removal of a section of Asphalt at any private driveway the homeowner must be notified **24 hours** in advance of the repair by the contractor with this work being incidental to the contract.

The cost of any material, labor or equipment necessary for traffic control and protection to comply with the above shall be considered as incidental to the cost of the project

## **XI. PAYMENT**

Each request for payment of the Contract Price shall be itemized so as to indicate the portion of the requested payment that is allocable to Work performed by Contractor.

Once the OWNER has certified the completion and quality of the Work, payment will be made to Contractor.

Contractor shall be paid at the unit price per SQUARE YARD for PAVEMENT PATCHING CLASS D – OF TYPE AND THICKNESS specified and per CUBIC YARD for SPECIAL UNDERCUT as specified in the Schedule of Prices.

**LCML COOP 2024****PAVEMENT PATCHING****SCHEDULE OF QUANTITIES**

The table below represents estimated quantities provided by each Owner. The quantities listed below are the quantities included in the Schedule of Prices. The approximate quantities set forth in the table below for each item are the Owner's estimate only and that Owner reserves the right to increase or decrease such quantities based on the Standard Specifications.

Name	Municipality	Email Address
Erika Frable	Hawthorn Woods	<a href="mailto:EFrable@vhw.org">EFrable@vhw.org</a>
Alicia Dodd	Fremont Township	<a href="mailto:highway@fremonttownship.com">highway@fremonttownship.com</a>
Mike Cernock	Lake Zurich	<a href="mailto:mcernock@lakezurich.org">mcernock@lakezurich.org</a>
Jonathan Meyer	Volo	<a href="mailto:jmeyer@villageofvolo.org">jmeyer@villageofvolo.org</a>
Scott Hilts	Round Lake Beach	<a href="mailto:shilts@roundlakebeachil.gov">shilts@roundlakebeachil.gov</a>
Chaz Hernandez	Lindenhurst	<a href="mailto:chernandez@lindenhurstil.org">chernandez@lindenhurstil.org</a>
Wally Dittrich	Lincolnshire	<a href="mailto:wdittrich@lincolnshireil.gov">wdittrich@lincolnshireil.gov</a>
Ryan Horton	Lake Villa	<a href="mailto:RHorton@lake-villa.org">RHorton@lake-villa.org</a>

ITE M NO.	UNIT PRICE ITEMS	UNIT	MUNICIPALITY					Lake Zurich	Lindenhurst	Fremont Township	Lake Villa
			Hawthorn Woods	Lincolnshire	Round Lake Beach	Volo					
1	CLASS D PATCHES	TYP E II	SY	400	100	0	300	3000	0	200	
2		TYP E III	SY	400	450	200	0	0	0		500
3	, 4-INCH	TYP E IV	SY	3000	1350	1000	0	0	1400	300	1550
4	CLASS D PATCHES	TYP E II	SY	0	0	0	0	0	0		
5		TYP E III	SY	0	0	0	0	0	0		
6	, 6-INCH	TYP E IV	SY	0	0	0	0	0	0	200	
7	Repair and Preparation of		SY	0	0	0	0	0	0		
8	Aggregate Base Repair	TO N		0	0	0	0	0	0		

**CONTRACTOR'S 2024 SCHEDULE OF PRICES**

**COMPLETE TABLE AS INDICATED  
SCHEDULE OF PRICES**

Item No.	Items	Unit	Quantity	Unit Price	Total
1	Class D Patches, Type II, 4 Inch	SY	4000		
2	Class D Patches, Type III, 4 Inch	SY	1550		
3	Class D Patches, Type IV, 4 Inch	SY	8600		
4	Class D Patches, Type II, 6 Inch	SY	0		
5	Class D Patches, Type III, 6 Inch	SY	0		
6	Class D Patches, Type IV, 6 Inch	SY	200		
7	Repair and Preparation of Base Course	SY	0		
8	Aggregate Base Repair	TON	0		
	Bidder's Proposal for Making Entire Improvements				

LR107-7  
Page 1 of 1

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

SPECIAL PROVISION  
FOR  
WAGES OF EMPLOYEES ON PUBLIC WORKS

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

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



*At the Heart of Community*

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

**MEMORANDUM**

Date: April 15, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Mike Brown, Public Works Director  
Mary Meyer, Building Services Supervisor

**Re: Release of Site Improvement Performance Bond  
True North Energy, LLC – Gas Station at 449 South Rand Road**

APR 15 2024  
SH

**Issue:** Village staff received the attached request to release the bond dated March 11, 2019 from Mr. Dan Keating, General Manager of Finance at “TrueNorth” regarding the new gas station was constructed at the Northwest corner of the intersection of Rand Road and IL Rt. 22.

**Background:** A guarantee of site improvements in the form of a Site Improvement Performance Bond No. 30059453 (the “Bond”) in the amount of \$244,992.00 was provided by Western Surety Company as a performance and payment security for site work at the development. This included underground earthwork, water main, and sanitary sewer improvements. The work has been completed. The Bond was further maintained at its full amount through the required 2-year maintenance period.

A request to release the guarantee has been requested and agreed to by the Village’s Development Review Team (DRT).

**Analysis:** The proposed release is based on completion of the items denoted in the Engineer’s Opinion of Probable Cost approved at the time of issuance of permits for the development. Village Engineer Manhard Consulting and Staff have inspected the property, reviewed the request and concur that the Bond can be released.

**Recommendation:** Staff recommends of the Western Surety Company Site Improvement Performance Bond No. 30059453.

**Attachments:**

- Developer's request for reduction dated April 5, 2024
- Original Performance Bond No. 30059453 dated March 11, 2019



Ray Keller  
 Village Manager  
 70 E Main Street  
 Lake Zurich, IL 60047

**RE: Request for Surety Letter of Credit Reduction for Shell Station at 449 S Rand Rd**

Mr. Keller,

True North Energy, LLC kindly requests a reduction in the surety Letter of Credit amount for Shell Station at 449 S Rand Rd

Total current surety amount (110% of all applicable items based on the EOPC) is   \$244,992.00  .

The following actions have been completed or submitted to the village as part of the completion process:

- Inspections of improvements that have been completed. Inspections have been completed by the Village Engineer, Manhard Consulting.
- Record Drawings (as-built plans) covering the improvements to be accepted have been submitted for review. (All as built drawings shall satisfy all standards of section 10-5-8-1 of this chapter and of the Lake Zurich stormwater management ordinance)
- A revised surety Letter of Credit in the amount of   \$244,992.00   has been submitted guaranteeing the improvements against faulty workmanship and/or materials for a period of two (2) years after acceptance.

We are requesting the release of the Letter of Credit. Attached is a list of the items, amounts and completion status.

True North Energy, LLC appreciates the cooperation of the Village of Lake Zurich during the improvement project.

Sincerely,

Daniel P. Keating

Daniel Keating – GM of Finance  
 True North Energy, LLC  
[dkeating@truenorth.org](mailto:dkeating@truenorth.org)  
 440-792-4200 x 116

4/5/14

Date



# Western Surety Company

## SITE IMPROVEMENT Performance Bond

Effective: March 11, 2019

Bond # 30059453KNOW ALL PERSONS BY THESE PRESENTS: That we TRUE NORTH ENERGY, LLC

Principal, and WESTERN SURETY COMPANY, a corporation authorized to do surety business in the State of IL as Surety, are held and firmly bound unto VILLAGE OF LAKE ZURICH, IL as Obligee, in the sum of Two Hundred Forty Four Thousand Nine Hundred Ninety Two and 00/100 Dollars (\$ 244,992.00) lawful money of the United States of America, for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns firmly by these presents.

WHEREAS, the Principal has entered into an agreement with the Obligee, guaranteeing only that the Principal will complete site improvements as per estimate prepared by: RTM Engineering Consultants which covers Underground Earthwork, Sanitary Sewer, and Waterlines.

True North #997, which is located at 449 South Rand Road Lake Zurich, IL 60047 attached to and made a part hereof at certain land known as True North #997, which is located at 449 South Rand Road Lake Zurich, IL 60047 all of which improvements shall be completed on or before the date set forth in the agreement or any extension thereof, and the Principal provides this bond as security for such agreement.

NOW, THEREFORE, the condition of this obligation is such, that if the Principal shall carry out all the terms of said agreement relating to the site improvements only and perform all such work as set forth in the attached agreement, then this obligation shall be null and void; otherwise, to remain in full force and effect.

No party other than the Obligee shall have any rights hereunder as against the Surety. The aggregate liability of the Surety on this bond obligation shall not exceed the sum stated above for any reason whatsoever.

SIGNED, SEALED AND DATED THIS 7th DAY OF March, 2019.

## PRINCIPAL:

TRUE NORTH ENERGY, LLC

By:

## SURETY:

WESTERN SURETY COMPANY

By:

Aerie Walton, Attorney-in-Fact

Form F7485-12-2004

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Marcia K Cesafsky, Sandra M Winsted, Jennifer L Jakaitis, Christopher P Troha, Debra J Doyle, Sandra M Nowak, Derek J Elston, Susan A Welsh, Christina L Sandoval, Judith A Lucky-Eftimov, Ann Mullins, Bartlomiej Siepierski, Aerie Walton, Individually**

of Chicago, IL, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereunto affixed on this 13th day of February, 2019.

WESTERN SURETY COMPANY



Paul T. Brufat, Vice President

State of South Dakota      }  
County of Minnehaha      } ss

On this 13th day of February, 2019, before me personally came Paul T. Brufat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 7th day of March, 2019.

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to [www.cnasurety.com](http://www.cnasurety.com) > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS  
COUNTY OF COOK

On this 7<sup>th</sup> day of March, 2019, before me, Derek Elston, a Notary Public, within and for said County and State, personally appeared Aerie Walton to me personally known to be the Attorney-in-Fact of and for Western Surety Company and acknowledged that s/he executed the said instrument as the free act and deed of said Company.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, at my office in the aforesaid County, the day and year in this certificate first above written.

Derek Elston  
Notary Public in the State of Illinois  
County of Cook




**Engineer's Opinion of Construction Costs**

**Project:** 449 S. RAND ROAD, LAKE ZURICH, IL  
**Description:** Engineering Plans for Convenience Store  
**Date:** 5/8/2018

**Total Site Improvements**

<u>Item</u>	<u>Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Amount</u>
<b>Earthwork</b>					
1	Construction Entrance	1	EA	3,000.00	\$3,000.00
2	Silt Fence	765	LF	2.50	\$1,912.50
3	Inlet Protection	6	EA	100.00	\$600.00
4	Demolition & Site Clearing	1	LS	20,000.00	\$20,000.00
5	Grading	1,500	CY	12.00	\$18,000.00
6	Topsoil Respread	265	CY	3.50	\$927.50
<b>Subtotal - Earthwork</b>					<b>\$44,440.00</b>
<b>Storm Sewer</b>					
1	12" RCP Pipe	215	LF	24.00	\$5,160.00
2	2' Dia. Inlet	1	EA	1,200.00	\$1,200.00
3	4' Dia. Water Quality Catch Basin	2	EA	5,500.00	\$11,000.00
4	4' Dia. Storm Manhole	3	EA	4,000.00	\$12,000.00
5	Remove Existing Vault and Bulkhead	1	LS	4,000.00	\$4,000.00
6	StormTrap Vault (14'x30'x8')	1	LS	35,000.00	\$35,000.00
7	Trench Backfill	160	CY	35.00	\$5,600.00
<b>Subtotal - Storm Sewer</b>					<b>\$73,960.00</b>
<b>Sanitary Sewer</b>					
1	6" PVC Pipe	16	LF	20.00	\$320.00
2	8" PVC Pipe	270	LF	25.00	\$6,750.00
3	4' Dia. Manhole	4	EA	3,000.00	\$12,000.00
4	Demo Existing and Re-connect to New Manholes	1	LS	3,000.00	\$3,000.00
5	Trench Backfill	765	CY	35.00	\$26,775.00
<b>Subtotal - Sanitary Sewer</b>					<b>\$48,845.00</b>
<b>Water Main</b>					
1	6" DIP Pipe	300	LF	65.00	\$19,500.00
2	Service Connection (Valve Box and Tee)	1	EA	2,500.00	\$2,500.00
3	Fire Hydrant with Aux. Valve Complete	1	EA	2,700.00	\$2,700.00
4	Cap & Remove Existing Watermain	1	LS	3,500.00	\$3,500.00
5	Connect to existing pipe w/valves	2	EA	4,000.00	\$8,000.00
6	Trench Backfill	265	CY	35.00	\$9,275.00
<b>Subtotal - Water Main</b>					<b>\$45,475.00</b>

**Pavement**

1	Concrete Pavement (8") - including stone base	7,100	SF	9.00	\$63,900.00
2	Heavy Duty Paving 1-1/2" Surface Course	1,815	SY	8.00	\$14,520.00
3	Heavy Duty Paving 2-1/2" Binder Course	1,815	SY	14.00	\$25,410.00
4	Heavy Duty Paving 12" Aggregate Base Course	1,815	SY	10.00	\$18,150.00
5	Light Duty Paving 1 1/2" Surface Course	330	SY	8.00	\$2,640.00
6	Light Duty Paving 2-1/2" Binder Course	330	SY	10.00	\$3,300.00
7	Light Duty Paving 10" Aggregate Base Course	330	SY	8.50	\$2,805.00
8	Concrete Sidewalk - including stone base	84	SF	4.00	\$336.00
9	Public Concrete Sidewalk - including stone base	2,195	SF	4.00	\$8,780.00
10	Curb & Gutter (B6-12)	640	LF	18.00	\$11,520.00
11	Pavement Striping (Stripes, Letters & Symbols)	1	LS	1,500.00	\$1,500.00

**Subtotal - Pavement**

\$152,861.00

**Landscaping**

1	Trees, shrubs, plants and grasses	1	LS	10,000.00	\$10,000.00
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**Subtotal - Landscaping**

\$10,000.00

**Miscellaneous**

1	Light Standard (Fixture, pole, base, electric)	4	EA	8,000.00	\$32,000.00
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**Subtotal - Miscellaneous**

\$32,000.00

**TOTAL**

\$407,581.00

*This opinion of probable construction cost as prepared by RTM Engineering Consultants, Inc. (RTM) is made on the basis of RTM's experience and qualifications and represents RTM's best judgment as professionals generally familiar with the industry. However, since RTM has no control over the cost of labor, materials, equipment, or services furnished by others, or over any Contractor's methods of determining prices, or over competitive bidding or market conditions, RTM cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable construction cost as prepared by RTM. If Owner wishes greater assurance as to probable construction costs, Owner shall employ an independent cost estimator or contractor.*

**Notes:**

1. Items and quantities are based on a review of plans dated 8/21/17
2. Landscape irrigation systems are not included.
3. Municipality and other agency fees (e.g. permit fees, review fees, impact fees, etc.) are not included.
4. Design fees and costs of other professional services are not included.



*At the Heart of Community*

**COMMUNITY DEVELOPMENT DEPARTMENT**

505 Telser Road  
Lake Zurich, Illinois 60047

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

**MEMORANDUM**

Date: April 15, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

**Re: Backup Special Service Area No. 21 – Establishing Ordinance  
Wildwood Estates Subdivision – Honey Lake Road**

(Areas designated as the “Duplex Residential Lots 1-12 and Outlot 1,” “Common areas around Residential Duplex Properties including the stormwater management areas”)

S  
H

**Issue:** An ordinance establishing backup Special Service Area No 21 (SSA No. 21) for maintaining, repairing, reconstructing and/or replacing the stormwater management improvements for the portion of Wildwood Estates Subdivision designated as the “Duplex Residential Lots 1-12 and Outlot 1,” “Common areas around Residential Duplex Properties including the stormwater management areas.” The owner of Outlot 2 is “Wildwood of Lake Zurich LLC.” No levy of taxes is proposed at this time.

The backup SSA was required as a condition of the Annexation Agreement between the Village of Lake Zurich and developer, Projades LLC for the development of the property.

**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
- Become more business friendly and customer oriented.

**Background.** On February 5, 2024, the Village Board conducted the required public hearing pursuant to Ordinance No 2024-01-543 approved on January 15, 2024, to propose the establishment of the backup SSA. Following the close of the public hearing, the required comment period of 60 days commenced. Within that period, any petition to veto (object to) the backup SSA would need to be submitted. If vetoed, the SSA would not be re-proposed by the Village for two years. However, no such petition was filed within the required 60 days and as such, staff finds that

Backup Special Service Area No. 21 – Wildwood Estates Subdivision – Establishing Ordinance  
April 15, 2024

no further public hearings need to be conducted. The ordinance establishing the backup SSA may therefore be approved.

**Analysis.** Because taxes will not be levied until the Village actually takes action to remedy the HOA's obligations and expends funds for the implementation of these Special Services, the line item for the SSA will show up on a property owner's tax bill with a tax rate of zero. In the event a tax is levied for work conducted by the village, any such initial tax levy shall not exceed a maximum tax rate of \$2.272 per \$100 (of equalized assessed value of the property), for the year in which village expends funds to conduct the repairs/improvements. At that time, a public hearing will need to be conducted by the Village Board to activate the SSA and impose the tax levy.

A tax rate of \$2.272 is estimated to generate approximately \$48,347.60 per year in maintenance costs to be shared by twenty-four (24) duplex residential homes on the property with an average market value of approximately \$550,000. This will amount to approximately \$2,014 per owner per year on the tax bill if and when levied. Final amounts in the future if and when levied will need to be adjusted to costs of services and materials at that time.

This SSA will allow the Village to assess a tax, in the future and only if necessary, on the property owners of the single-family homes within that subdivision to pay for maintenance and repairs to the stormwater management facilities, and only in the event the subdivision's Homeowners Association (HOA) is delinquent in fulfilling these obligations.

**Recommendation.** Staff recommends that the Village Board approve the ordinance establishing backup SSA No 21.

Attachments:

- Ordinance establishing backup SSA No. 21 and its attachments

● Page 2

ORDINANCE No. 2024-\_\_\_\_\_

AN ORDINANCE ESTABLISHING VILLAGE OF  
LAKE ZURICH SPECIAL SERVICE AREA NUMBER 21

*Wildwood Estates of Lake Zurich - "Duplex Residential Lots 1-12 and Outlot 1,"  
(Common Areas around Residential Duplex Properties including the stormwater  
management areas)*

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 21 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 2024-01-543 entitled: "An Ordinance Proposing the Establishment of a Special Service Area Number 21 in the Village of Lake Zurich, and Providing For a Public Hearing and Other Procedures in Connection Therewith *Wildwood Estates Subdivision – Duplex Residential Lots 1-12 and Outlot 1*" adopted on January 15, 2024, and was considered pursuant to a hearing held on February 5, 2024 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 5, 2024. 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 5, 2024, and there was final adjournment thereof on February 5, 2024, 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 21 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 duplex residential development within the R-6 multiple-family residential district in the Village of Lake Zurich (the "Subject Property").
- 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 21 ESTABLISHED.**

- A. A special service area to be known and designated as "Village of Lake Zurich Special Service Area Number 21" (hereinafter "Special Service Area Number 21") is hereby established and shall consist of the following-described territory:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

Common Street Addresses and Associates PINs:

1121 Honey Lake Road – 14-19-101-112 (Lot 12B)  
 1125 Honey Lake Road – 14-19-101-111 (Lot 12A)  
 1131 Honey Lake Road – 14-19-101-110 (Lot 11B)  
 1135 Honey Lake Road – 14-19-101-109 (Lot 11A)  
 1141 Honey Lake Road – 14-19-101-108 (Lot 10B)  
 1145 Honey Lake Road – 14-19-101-107 (Lot 10A)  
 1151 Honey Lake Road – 14-19-101-106 (Lot 9B)  
 1155 Honey Lake Road – 14-19-101-105 (Lot 9A)  
 1161 Honey Lake Road – 14-19-101-104 (Lot 8B)  
 1165 Honey Lake Road – 14-19-101-103 (Lot 8A)  
 1171 Honey Lake Road – 14-19-101-102 (Lot 7B)  
 1175 Honey Lake Road – 14-19-101-101 (Lot 7A)  
 1181 Honey Lake Road – 14-19-101-100 (Lot 6B)  
 1185 Honey Lake Road – 14-19-101-099 (Lot 6A)

1191 Honey Lake Road – 14-19-101-098 (Lot 5B)  
 1195 Honey Lake Road – 14-19-101-097 (Lot 5A)  
 1201 Honey Lake Road – 14-19-101-096 (Lot 4B)  
 1205 Honey Lake Road – 14-19-101-095 (Lot 4A)  
 1211 Honey Lake Road – 14-19-101-094 (Lot 3B)  
 1215 Honey Lake Road – 14-19-101-093 (Lot 3A)  
 1221 Honey Lake Road – 14-19-101-092 (Lot 2b)  
 1225 Honey Lake Road – 14-19-101-091 (Lot 2A)  
 1231 Honey Lake Road – 14-19-101-090 (Lot 1B)  
 1235 Honey Lake Road – 14-19-101-089 (Lot 1A)

Common areas comprising of stormwater management facilities; 24909 W. Signal Hill Road, 14-19-101-113 (Outlot 1).

And generally located on the south side of Honey Lake Road in 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 stormwater management improvements and common area maintenance within the Subject Property, in the event that the owners of units or interests in the area described in Section 3 herein, fail to maintain, repair, reconstruct and/or replace said stormwater management improvements and areas as provided and required by:
  - (i) The Amended Annexation and Development Agreement for Wildwood estates of Lake Zurich – 24909 West Signal Hill Road (Honey Lake Road), approved by Resolution entitled “Resolution Ratifying and Reauthorizing the Execution and Attestation of an Annexation Agreement (for the Wildwood Estates of Lake Zurich at 24909 West Signal Hill Road/ Honey Lake Road) approved by the Village on the 19<sup>th</sup> day of July, 2022 and recorded with the Lake County Recorder of Deeds as document number 7982922;
  - (ii) Village Ordinance No 2020-09-383 entitled “An Ordinance Annexing Certain Property to the Village of Lake Zurich (24909 West Signal Hill Road – Hummel Property),” approved by the Village on the 24<sup>th</sup> of September 2020 and recorded with the Lake County Recorder of Deeds as document number 7982920;
  - (iii) Village Ordinance No. 2020-09-384 entitled “An Ordinance Rezoning Newly Annexed Property within an R-6 Multiple-family Residential District, and Open Space District, and Granting Approval of a Planned Unit

Development (PUD), Development Concept Plan and Final Plan and Modifications to the Zoning and Land Development Code for a Residential Subdivision [Wildwood Estates of Lake Zurich, at 24909 West Signal Hill Road (Hummel Property)], approved by the Village on the 24<sup>th</sup> day of September, 2020;

- (iv) The Plat of Subdivision for Wildwood Estates Subdivision in Lake County, Illinois, approved by the Village on the 24<sup>th</sup> day of September, 2020 and recorded with the Lake County Recorder of Deeds on July 24, 2023 as document number 7986179; and
- (v) Homeowners Association Declaration for Wildwood Estates approved by the Village on the 24<sup>th</sup> day of September, 2020; and

(hereinafter the "Special Services"), within said Special Service Area Number 21.

In the event that the Village is required to expend funds relative to said Special Services, the Village shall levy a direct annual tax at a rate not to exceed \$2.272 per \$100.00 (tax rate) of equalized assessed valuation of property in Special Service Area Number 21, 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 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 21; 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 21 and shall be in addition to all other taxes provided by law.

#### SECTION 5: EFFECTIVE DATE.

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 \_\_\_\_\_ day of \_\_\_\_\_, 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**

**Certificate of Publication of Newspaper Notice**

**Exhibit 2**

**Affidavit of Mailing of Personal Notice**

**Exhibit 3**

**Map of Village of Lake Zurich Special Service Area Number 21**

**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 21  
(*Wildwood Estates of Lake Zurich*)**



*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

January 18, 2024

RE: Wildwood Estates of Lake Zurich Backup SSA #21 and #22 Public Hearing Notices

**Please note the rescheduled dates of the hearings as set by the Lake Zurich Village Board on January 15, 2024.**

The attached notices for public hearings on February 5, 2024 are 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).

WILDWOOD OF LAKE ZURICH LLC  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

MANAGERS:  
PRASHANTHA, RAMU  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

SCHMITT, GREGORY C.,  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

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 B. Saher".

Sarosh Saher  
Community Development Director

Copy to: File

**"NOTICE OF PUBLIC HEARING  
VILLAGE OF LAKE ZURICH  
SPECIAL SERVICE AREAS NUMBER 21**

NOTICE IS HEREBY GIVEN that on February 5, 2024, at 7:00 p.m. public hearings will be held by the President and Board of Trustees of the Village of Lake Zurich to consider forming special service areas consisting of the following described property:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

Special Service Area Number 21

Common Street Addresses and Associates PINs:

1121 Honey Lake Road – 14-19-101-112 (Lot 12B)  
1125 Honey Lake Road – 14-19-101-111 (Lot 12A)  
1131 Honey Lake Road – 14-19-101-110 (Lot 11B)  
1135 Honey Lake Road – 14-19-101-109 (Lot 11A)  
1141 Honey Lake Road – 14-19-101-108 (Lot 10B)  
1145 Honey Lake Road – 14-19-101-107 (Lot 10A)  
1151 Honey Lake Road – 14-19-101-106 (Lot 9B)  
1155 Honey Lake Road – 14-19-101-105 (Lot 9A)  
1161 Honey Lake Road – 14-19-101-104 (Lot 8B)  
1165 Honey Lake Road – 14-19-101-103 (Lot 8A)  
1171 Honey Lake Road – 14-19-101-102 (Lot 7B)  
1175 Honey Lake Road – 14-19-101-101 (Lot 7A)  
1181 Honey Lake Road – 14-19-101-100 (Lot 6B)  
1185 Honey Lake Road – 14-19-101-099 (Lot 6A)  
1191 Honey Lake Road – 14-19-101-098 (Lot 5B)  
1195 Honey Lake Road – 14-19-101-097 (Lot 5A)  
1201 Honey Lake Road – 14-19-101-096 (Lot 4B)  
1205 Honey Lake Road – 14-19-101-095 (Lot 4A)  
1211 Honey Lake Road – 14-19-101-094 (Lot 3B)  
1215 Honey Lake Road – 14-19-101-093 (Lot 3A)  
1221 Honey Lake Road – 14-19-101-092 (Lot 2b)  
1225 Honey Lake Road – 14-19-101-091 (Lot 2A)  
1231 Honey Lake Road – 14-19-101-090 (Lot 1B)  
1235 Honey Lake Road – 14-19-101-089 (Lot 1A)

Common open space comprising of stormwater management facilities; 24909 W. Signal Hill Road, 14-19-101-113 (Outlot 1).

General Street Location: The south side of Honey Lake Road in Lake Zurich, Illinois.

All interested persons affected by the formation of Lake Zurich Special Service Area Number 21 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 21 and those with a qualifying legal interest

may object to the formation of Special Service Areas Number 21 and the levy of taxes affecting said Special Service Area Number 21.

The purpose of the formation of Lake Zurich Special Service Area Number 21 is to fund the Village of Lake Zurich's cost of maintaining, repairing, reconstructing and/or replacing the stormwater management improvements and open space maintenance in the Subdivision for the above-described property, in the event that the owners of the above-described property fail to maintain, repair, reconstruct and/or replace said stormwater management improvements and open space as required by:

- (i) The Amended Annexation and Development Agreement for Wildwood estates of Lake Zurich – 24909 West Signal Hill Road (Honey Lake Road), approved by Resolution entitled “Resolution Ratifying and Reauthorizing the Execution and Attestation of an Annexation Agreement (for the Wildwood Estates of Lake Zurich at 24909 West Signal Hill Road/ Honey Lake Road) approved by the Village on the 19<sup>th</sup> day of July, 2022 and recorded with the Lake County Recorder of Deeds as document number 7982922;
- (ii) Village Ordinance No 2020-09-383 entitled “An Ordinance Annexing Certain Property to the Village of Lake Zurich (24909 West Signal Hill Road – Hummel Property),” approved by the Village on the 24<sup>th</sup> of September 2020 and recorded with the Lake County Recorder of Deeds as document number 7982920;
- (iii) Village Ordinance No. 2020-09-384 entitled “An Ordinance Rezoning Newly Annexed Property within an R-6 Multiple-family Residential District, and Open Space District, and Granting Approval of a Planned Unit Development (PUD), Development Concept Plan and Final Plan and Modifications to the Zoning and Land Development Code for a Residential Subdivision [Wildwood Estates of Lake Zurich, at 24909 West Signal Hill Road (Hummel Property)], approved by the Village on the 24<sup>th</sup> day of September, 2020;
- (iv) The Plat of Subdivision for Wildwood Estates Subdivision in Lake County, Illinois, approved by the Village on the 24<sup>th</sup> day of September, 2020 and recorded with the Lake County Recorder of Deeds on July 24, 2023 as document number 7986179; and
- (v) Homeowners Association Declaration for Wildwood Estates approved by the Village on the 24<sup>th</sup> day of September, 2020; and

(hereinafter the “Special Services”) within said Special Service Areas Number 21.

A Tax Levy at the following rate of equalized assessed valuation of the following property in Special Service Area Number 21 is determined as follows:

- Properties designated as the “Duplex Residential Lots 1-12 and Outlot 1,” “Common open space around Residential Duplex Properties including the stormwater management areas”:

A tax levy at a rate not to exceed \$2.272 per \$100.00 (tax rate) of equalized assessed valuation of such property;

A tax levy, not to exceed the above depicted tax rates, 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 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 21; however, any such initial tax levy shall not exceed the maximum tax rates as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 21.

At the public hearing, all persons affected by the formation of said Special Service Area Number 21, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned by the President and Board of Trustees to another date without further notice, other than a motion, to be entered upon the minutes of its meeting, fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 21 and by at least fifty-one (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 21 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 21, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the areas, or to a proposed increase in the tax rate, said Special Service Area Number 21 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 13<sup>th</sup> day of January, 2024.

Kathleen Johnson  
Village Clerk  
Village of Lake Zurich

**NOTICE OF PUBLIC HEARING**  
 VILLAGE OF LAKE ZURICH  
 SPECIAL SERVICE AREA NUMBER 21

NOTICE IS HEREBY GIVEN that on February 5, 2024 at 7:00 p.m. the Village of Lake Zurich, its President and Board of Trustees of the Village of Lake Zurich to consider forming special service areas consisting of the following Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of Section 13, Township 110 North, Range 10 West of the third principal meridian, in Lake County, Illinois.

Special Service Area Number 21

Properties that are located in the following PINs:

1121 Honey Lake Road - 14-19-101-112 (Lot 12B)  
 1122 Honey Lake Road - 14-19-101-111 (Lot 12A)  
 1123 Honey Lake Road - 14-19-101-109 (Lot 11B)  
 1141 Honey Lake Road - 14-19-101-108 (Lot 10B)  
 1142 Honey Lake Road - 14-19-101-107 (Lot 10A)  
 1151 Honey Lake Road - 14-19-101-106 (Lot 9B)  
 1152 Honey Lake Road - 14-19-101-105 (Lot 9A)  
 1161 Honey Lake Road - 14-19-101-104 (Lot 8B)  
 1162 Honey Lake Road - 14-19-101-103 (Lot 8A)  
 1171 Honey Lake Road - 14-19-101-102 (Lot 7B)  
 1172 Honey Lake Road - 14-19-101-101 (Lot 7A)  
 1181 Honey Lake Road - 14-19-101-100 (Lot 6B)  
 1182 Honey Lake Road - 14-19-101-099 (Lot 6A)  
 1195 Honey Lake Road - 14-19-101-098 (Lot 5B)  
 1201 Honey Lake Road - 14-19-101-096 (Lot 4B)  
 1205 Honey Lake Road - 14-19-101-095 (Lot 4A)  
 1213 Honey Lake Road - 14-19-101-093 (Lot 3A)  
 1221 Honey Lake Road - 14-19-101-092 (Lot 2D)  
 1222 Honey Lake Road - 14-19-101-091 (Lot 2B)  
 1231 Honey Lake Road - 14-19-101-090 (Lot 1B)

Corporation name: **Corporate Seal Water Management facilities**; 2499 W. Signal Hill Road, 14-19-101-113 (Outlot 1).

Corporation Street Location: The south side of Honey Lake Road in Lake Zurich, Illinois.

All interested persons affected by the formation of Lake Zurich Special Service Area Number 21 will be given an opportunity to be heard regarding the formation of one or more boundaries of Special Service Area Number 21 and those boundaries will be determined by the Village of Lake Zurich in the formation of Special Service Areas Number 21 and the levy of taxes affecting said Special Service Area Number 21.

The purpose of the formation of Special Service Area Number 21 is to fund the Village of Lake Zurich's cost of maintaining, repairing, reconstructing and/or replacing stormwater management facilities, including open space maintenance in the Subdivision for the above-described property. In the event that the owners of the property do not consent to the formation of Special Service Areas Number 21 and/or replace said stormwater management improvements and open space as required by:

(i) The Wildwood Estates of Lake Zurich and Annexation Agreement (ii) Wildwood Estates of Lake Zurich - 2499 West Signal Hill Road (Honey Lake Road), approved by Resolution entitled "Resolution Relating to the Annexation of the Execution and Attestation of an Annexation Agreement (for the Wildwood Estates of Lake Zurich of 2499 West Signal Hill Road, Honey Lake Road) approved by the Village of Lake Zurich on the 19th day of July, 2022 and recorded with the Lake County Recorder of Deeds as document number 798222;

(iii) Village Ordinance No. 2020-07, entitled "An Ordinance Amending the Zoning and Land Use Code of the Village of Lake Zurich (2499 West Signal Hill Road - Hummel Property)," approved by the Village on the 24th of September, 2020 and recorded with the Lake County Recorder of Deeds as document number 798220;

(iv) Village Ordinance No. 2020-07-001 entitled "An Ordinance Relating to Annexed Property within an R-4 Multi-Family Residential District, and Open Space District, and Granting Approval of a Planned Unit Development (PUD) for the Wildwood Estates of Lake Zurich, and Modifications to the Zoning and Land Development Code for a Residential Subdivision (Wildwood Estates of Lake Zurich, 2499 West Signal Hill Road - Hummel Property)," approved by the Village on the 24th of September, 2020;

(v) Village Resolution No. 2020-07-002 entitled "An Ordinance Relating to Annexed Property within an R-4 Multi-Family Residential District, and Open Space District, and Granting Approval of a Planned Unit Development (PUD) for the Wildwood Estates of Lake Zurich, and Modifications to the Zoning and Land Development Code for a Residential Subdivision (Wildwood Estates of Lake Zurich, 2499 West Signal Hill Road - Hummel Property)," approved by the Village on the 24th of September, 2020 and recorded with the Lake County Recorder of Deeds as document number 798417;

(vi) (v) Homeowners Association Declaration for Wildwood Estates, approved by the Village on the 24th day of September, 2020;

(vii) (vii) (hereinafter the "Special Services") within said Special Service Areas Number 21.

the following rate of equalized assessed valuation of the following property in Special Service Area Number 21 is determined as follows:

• Properties located in the Wildwood Estates Subdivision Lots 1-12 and Outlot 1, "Common open space around Residential Duplex Properties including the stormwater management facilities."

A tax levy at a rate not to exceed \$2,272 per \$100.00 (tax rate) of equalized assessed valuation of such property; All taxes levied by the Village of Lake Zurich shall be paid for each year during which the Village of Lake Zurich is required to expend funds relative to said Special Services, so long as such amounts are expended for the benefit of the public herein. As taxes are not to be levied until such time, if any, as the Village actually expend funds for the benefit of the public herein, the current amount as to the actual amount of the taxes that will be levied for the initial year, if any, for which taxes will be levied will be the Special Service Area Number 21; however, such initial tax levy may not exceed the amount tax rates as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 21.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 21 and by at least fifty (50%) of the owners of record of property not included within the boundaries of Special Service Area Number 21 is filed with the Village Clerk, within sixty (60) days of the formation of the Special Service Areas Number 21, relating to the creation of Special Service Area Number 21, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the areas, or to a change in the boundaries of the areas, the Special Service Area Number 21 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 13th day of January, 2024.

Kathleen Johnson  
 Village Clerk  
 Village of Lake Zurich

Published in Daily Herald January 13, 2024 (4610462)

**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, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

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 01/13/2024

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY Dana Baetz  
 Designee of the Publisher of the Daily Herald

Control # 4610462





**VILLAGE OF LAKE ZURICH  
NOTIFICATION AFFIDAVIT  
SPECIAL SERVICE AREAS NUMBER 21**

I, Sarosh Saher, Community Development Director, of the Village of Lake Zurich, hereby certify as follows:

- I. That on the 18<sup>th</sup> day of January, 2024, affiant caused to be mailed in the Post Office of Lake Zurich, Illinois, a copy of the attached Notice of Public Hearing to all listed taxpayers of real estate of the property described in the attached notice, of the subject property and to the owners or representatives of property listed as exempt.
- II. That the parties to whom said notice was mailed are set forth below.

WILDWOOD OF LAKE ZURICH LLC  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

MANAGERS:  
PRASHANTHA, RAMU  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

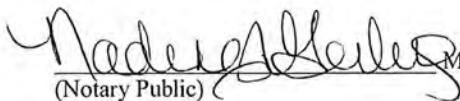
SCHMITT, GREGORY C.,  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

The parties have subsequently acknowledged receipt of such notice.



\_\_\_\_\_  
Signature

Subscribed and sworn to before me this 8 day of April, 2024.



\_\_\_\_\_  
(Notary Public)

My Commission Expires 06/30/2024





**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 21**  
(*WILDWOOD ESTATES OF LAKE ZURICH*  
*"Duplex Residential Lots 1-12 and Outlot 1," "Common open space around Residential Duplex*  
*Properties including the stormwater management areas."*)

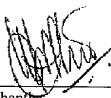
I, Wildwood of Lake Zurich, LLC, fee simple owner of parts of the following property:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

agree to voluntarily waive my rights to file any objection petition opposing the creation of Lake Zurich Special Service Area Number 21, 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 21 or the Village notice to me of the February 5, 2024, public hearing conducted relative to the creation of said Special Service Area Number 21.

I agree 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 Special Service Area Number 21, and have signed it of my own free will.

Signature:   
\_\_\_\_\_  
Ram Prashantha

Its: Manager

Date: April 2, 2024



*At the Heart of Community*

**COMMUNITY DEVELOPMENT DEPARTMENT**

505 Telser Road  
Lake Zurich, Illinois 60047

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

**MEMORANDUM**

Date: April 15, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

**Re: Backup Special Service Area No. 22 – Establishing Ordinance  
Wildwood Estates Subdivision – Honey Lake Road**  
(Areas designated as “Outlot 2” including the open space containing stormwater management areas, wetlands and waterways)

MEMORANDUM  
4/15/2024

**Issue.** An ordinance establishing backup Special Service Area No 22 (SSA No. 22) for maintaining, repairing, reconstructing and/or replacing the stormwater management improvements for the portion of Wildwood Estates Subdivision designated as “Outlot 2” including the open space containing stormwater management areas, wetlands and waterways. The owner of Outlot 2 is “Wildwood of Lake Zurich LLC.” No levy of taxes is proposed at this time.

The backup SSA was required as a condition of the Annexation Agreement between the Village of Lake Zurich and developer, Projades LLC for the development of the property.

**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
- Become more business friendly and customer oriented.

**Background.** On February 5, 2024, the Village Board conducted the required public hearing pursuant to Ordinance No 2024-01-544 approved on January 15, 2024, to propose the establishment of the backup SSA. Following the close of the public hearing, the required comment period of 60 days commenced. Within that period, any petition to veto (object to) the backup SSA would need to be submitted. If vetoed, the SSA would not be re-proposed by the Village for two years. However, no such petition was filed within the required 60 days and as such, staff finds that no further public hearings need to be conducted. The ordinance establishing the backup SSA may therefore be approved.

Backup Special Service Area No. 22 – Wildwood Estates Subdivision – Establishing Ordinance  
April 15, 2024

**Analysis.** Because taxes will not be levied until the Village actually takes action to remedy the property owner's obligations and expends funds for the implementation of these Special Services, the line item for the SSA will show up on a property owner's tax bill with a tax rate of zero. In the event a tax is levied for work conducted by the village, any such initial tax levy shall not exceed a maximum tax rate of \$21.110 per \$100 (of equalized assessed value of the property), for the year in which village expends funds to conduct the repairs/improvements. At that time, a public hearing will need to be conducted by the Village Board to activate the SSA and impose the tax levy.

A tax rate of \$21.110 is estimated to generate approximately \$34,550.50 per year in maintenance costs to be borne by the property owner of the Outlot 2, with an average market value of approximately \$1,000,000. Final amounts in the future if and when levied will need to be adjusted to costs of services and materials at that time.

This SSA will allow the Village to assess a tax, in the future and only if necessary, on the property owner of Outlot 2 to pay for maintenance and repairs to the stormwater management facilities, and only in the event such owner is delinquent in fulfilling these obligations.

**Recommendation.** Staff recommends that the Village Board approve the ordinance establishing backup SSA No 22.

Attachments:

- Ordinance establishing backup SSA No. 22 and its attachments

● Page 2

ORDINANCE No. 2024-\_\_\_\_\_

AN ORDINANCE ESTABLISHING VILLAGE OF  
LAKE ZURICH SPECIAL SERVICE AREA NUMBER 22

*Wildwood Estates of Lake Zurich - "Outlot 2"*

(Including the open space containing stormwater management areas,  
wetlands and waterways)

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 22 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 2024-01-544 entitled: "An Ordinance Proposing the Establishment of a Special Service Area Number 22 in the Village of Lake Zurich, and Providing For a Public Hearing and Other Procedures in Connection Therewith *Wildwood Estates Subdivision - "Outlot 2"*" adopted on January 15, 2024, and was considered pursuant to a hearing held on February 5, 2024 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 5, 2024. 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 5, 2024, and there was final adjournment thereof on February 5, 2024, 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 22 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 open space and stormwater management facilities(the “Subject Property”).
- 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 22 ESTABLISHED.**

- A. A special service area to be known and designated as “Village of Lake Zurich Special Service Area Number 22” (hereinafter “Special Service Area Number 22”) is hereby established and shall consist of the following-described territory:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

Open space comprising of stormwater management facilities, wetlands and waterways; 24909 W. Signal Hill Road – 14-19-101-114 (Outlot 2).

And generally located on the south side of Honey Lake Road in 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 stormwater management improvements and open space maintenance within the Subject Property, in the event that the owners of units or interests in the area described in

Section 3 herein, fail to maintain, repair, reconstruct and/or replace said stormwater management improvements and areas as provided and required by:

- (i) The Amended Annexation and Development Agreement for Wildwood estates of Lake Zurich – 24909 West Signal Hill Road (Honey Lake Road), approved by Resolution entitled “Resolution Ratifying and Reauthorizing the Execution and Attestation of an Annexation Agreement (for the Wildwood Estates of Lake Zurich at 24909 West Signal Hill Road/ Honey Lake Road) approved by the Village on the 19<sup>th</sup> day of July, 2022 and recorded with the Lake County Recorder of Deeds as document number 7982922;
- (ii) Village Ordinance No 2020-09-383 entitled “An Ordinance Annexing Certain Property to the Village of Lake Zurich (24909 West Signal Hill Road – Hummel Property),” approved by the Village on the 24<sup>th</sup> of September 2020 and recorded with the Lake County Recorder of Deeds as document number 7982920;
- (iii) Village Ordinance No. 2020-09-384 entitled “An Ordinance Rezoning Newly Annexed Property within an R-6 Multiple-family Residential District, and Open Space District, and Granting Approval of a Planned Unit Development (PUD), Development Concept Plan and Final Plan and Modifications to the Zoning and Land Development Code for a Residential Subdivision [Wildwood Estates of Lake Zurich, at 24909 West Signal Hill Road (Hummel Property)], approved by the Village on the 24<sup>th</sup> day of September, 2020;
- (iv) The Plat of Subdivision for Wildwood Estates Subdivision in Lake County, Illinois, approved by the Village on the 24<sup>th</sup> day of September, 2020 and recorded with the Lake County Recorder of Deeds on July 24, 2023 as document number 7986179; and
- (v) Homeowners Association Declaration for Wildwood Estates approved by the Village on the 24<sup>th</sup> day of September, 2020; and

(hereinafter the “Special Services”), within said Special Service Area Number 22.

In the event that the Village is required to expend funds relative to said Special Services, the Village shall levy a direct annual tax at a rate not to exceed \$21.110 per \$100.00 (tax rate) of equalized assessed valuation of property in Special Service Area Number 22, 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 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 22; 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 22 and shall be in addition to all other taxes provided by law.

**SECTION 5: EFFECTIVE DATE.**

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 \_\_\_\_\_ day of \_\_\_\_\_, 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**

**Certificate of Publication of Newspaper Notice**

**Exhibit 2**

**Affidavit of Mailing of Personal Notice**

**Exhibit 3**

**Map of Village of Lake Zurich Special Service Area Number 22**

**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 22**  
***(Wildwood Estates of Lake Zurich)***



*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

January 18, 2024

RE: Wildwood Estates of Lake Zurich Backup SSA #21 and #22 Public Hearing Notices

**Please note the rescheduled dates of the hearings as set by the Lake Zurich Village Board on January 15, 2024.**

The attached notices for public hearings on February 5, 2024 are 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).

WILLOWOOD OF LAKE ZURICH LLC  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

MANAGERS:  
PRASHANTHA, RAMU  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

SCHMITT, GREGORY C.,  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

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

**"NOTICE OF PUBLIC HEARING  
VILLAGE OF LAKE ZURICH  
SPECIAL SERVICE AREAS NUMBER 21**

NOTICE IS HEREBY GIVEN that on February 5, 2024, at 7:00 p.m. public hearings will be held by the President and Board of Trustees of the Village of Lake Zurich to consider forming special service areas consisting of the following described property:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

Special Service Area Number 21

Common Street Addresses and Associates PINs:

1121 Honey Lake Road – 14-19-101-112 (Lot 12B)  
1125 Honey Lake Road – 14-19-101-111 (Lot 12A)  
1131 Honey Lake Road – 14-19-101-110 (Lot 11B)  
1135 Honey Lake Road – 14-19-101-109 (Lot 11A)  
1141 Honey Lake Road – 14-19-101-108 (Lot 10B)  
1145 Honey Lake Road – 14-19-101-107 (Lot 10A)  
1151 Honey Lake Road – 14-19-101-106 (Lot 9B)  
1155 Honey Lake Road – 14-19-101-105 (Lot 9A)  
1161 Honey Lake Road – 14-19-101-104 (Lot 8B)  
1165 Honey Lake Road – 14-19-101-103 (Lot 8A)  
1171 Honey Lake Road – 14-19-101-102 (Lot 7B)  
1175 Honey Lake Road – 14-19-101-101 (Lot 7A)  
1181 Honey Lake Road – 14-19-101-100 (Lot 6B)  
1185 Honey Lake Road – 14-19-101-099 (Lot 6A)  
1191 Honey Lake Road – 14-19-101-098 (Lot 5B)  
1195 Honey Lake Road – 14-19-101-097 (Lot 5A)  
1201 Honey Lake Road – 14-19-101-096 (Lot 4B)  
1205 Honey Lake Road – 14-19-101-095 (Lot 4A)  
1211 Honey Lake Road – 14-19-101-094 (Lot 3B)  
1215 Honey Lake Road – 14-19-101-093 (Lot 3A)  
1221 Honey Lake Road – 14-19-101-092 (Lot 2b)  
1225 Honey Lake Road – 14-19-101-091 (Lot 2A)  
1231 Honey Lake Road – 14-19-101-090 (Lot 1B)  
1235 Honey Lake Road – 14-19-101-089 (Lot 1A)

Common open space comprising of stormwater management facilities; 24909 W. Signal Hill Road, 14-19-101-113 (Outlot 1).

General Street Location: The south side of Honey Lake Road in Lake Zurich, Illinois.

All interested persons affected by the formation of Lake Zurich Special Service Area Number 21 will be given an opportunity to be heard regarding the formation of and the boundaries of Special Service Area Number 21 and those with a qualifying legal interest

may object to the formation of Special Service Areas Number 21 and the levy of taxes affecting said Special Service Area Number 21.

The purpose of the formation of Lake Zurich Special Service Area Number 21 is to fund the Village of Lake Zurich's cost of maintaining, repairing, reconstructing and/or replacing the stormwater management improvements and open space maintenance in the Subdivision for the above-described property, in the event that the owners of the above-described property fail to maintain, repair, reconstruct and/or replace said stormwater management improvements and open space as required by:

- (i) The Amended Annexation and Development Agreement for Wildwood estates of Lake Zurich – 24909 West Signal Hill Road (Honey Lake Road), approved by Resolution entitled “Resolution Ratifying and Reauthorizing the Execution and Attestation of an Annexation Agreement (for the Wildwood Estates of Lake Zurich at 24909 West Signal Hill Road/ Honey Lake Road) approved by the Village on the 19<sup>th</sup> day of July, 2022 and recorded with the Lake County Recorder of Deeds as document number 7982922;
- (ii) Village Ordinance No 2020-09-383 entitled “An Ordinance Annexing Certain Property to the Village of Lake Zurich (24909 West Signal Hill Road – Hummel Property),” approved by the Village on the 24<sup>th</sup> of September 2020 and recorded with the Lake County Recorder of Deeds as document number 7982920;
- (iii) Village Ordinance No. 2020-09-384 entitled “An Ordinance Rezoning Newly Annexed Property within an R-6 Multiple-family Residential District, and Open Space District, and Granting Approval of a Planned Unit Development (PUD), Development Concept Plan and Final Plan and Modifications to the Zoning and Land Development Code for a Residential Subdivision [Wildwood Estates of Lake Zurich, at 24909 West Signal Hill Road (Hummel Property)], approved by the Village on the 24<sup>th</sup> day of September, 2020;
- (iv) The Plat of Subdivision for Wildwood Estates Subdivision in Lake County, Illinois, approved by the Village on the 24<sup>th</sup> day of September, 2020 and recorded with the Lake County Recorder of Deeds on July 24, 2023 as document number 7986179; and
- (v) Homeowners Association Declaration for Wildwood Estates approved by the Village on the 24<sup>th</sup> day of September, 2020; and

(hereinafter the “Special Services”) within said Special Service Areas Number 21.

A Tax Levy at the following rate of equalized assessed valuation of the following property in Special Service Area Number 21 is determined as follows:

- Properties designated as the “Duplex Residential Lots 1-12 and Outlot 1,” “Common open space around Residential Duplex Properties including the stormwater management areas”:

A tax levy at a rate not to exceed \$2.272 per \$100.00 (tax rate) of equalized assessed valuation of such property;

A tax levy, not to exceed the above depicted tax rates, 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 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 21; however, any such initial tax levy shall not exceed the maximum tax rates as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 21.

At the public hearing, all persons affected by the formation of said Special Service Area Number 21, including all persons owning taxable real estate therein, will be given an opportunity to be heard. The public hearing may be adjourned by the President and Board of Trustees to another date without further notice, other than a motion, to be entered upon the minutes of its meeting, fixing the time and place of its adjournment and/or as otherwise required by law.

If a petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 21 and by at least fifty-one (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 21 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, objecting to the creation of Special Service Area Number 21, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the areas, or to a proposed increase in the tax rate, said Special Service Area Number 21 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 13<sup>th</sup> day of January, 2024.

Kathleen Johnson  
Village Clerk  
Village of Lake Zurich

NOTICE OF PUBLIC HEARING  
VILLAGE OF LAKE ZURICH

## SPECIAL SERVICE AREA NUMBER 21

NOTICE IS HEREBY GIVEN that on February 5, 2024, at 7:00 p.m. the President and Board of Trustees of the Village and Board of Trustees of the Village of Lake Zurich to consider forming special service areas consisting of the following described property:

Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest  $\frac{1}{4}$  of section 14, being a portion of the northwest  $\frac{1}{4}$  of the third principal meridian, in Lake County, Illinois.

## Special Service Area Number 21

Constituted by the following property and associate PINs:

1121 Honey Lake Road - 14-19-101-335 (Lot 12A)  
1125 Honey Lake Road - 14-19-101-111 (Lot 12A)  
1126 Honey Lake Road - 14-19-101-110 (Lot 12A)  
1135 Honey Lake Road - 14-19-101-109 (Lot 11B)  
1141 Honey Lake Road - 14-19-101-108 (Lot 10B)  
1149 Honey Lake Road - 14-19-101-107 (Lot 10A)  
1158 Honey Lake Road - 14-19-101-106 (Lot 9B)  
1155 Honey Lake Road - 14-19-101-105 (Lot 9A)  
1163 Honey Lake Road - 14-19-101-104 (Lot 8B)  
1165 Honey Lake Road - 14-19-101-103 (Lot 8A)  
1171 Honey Lake Road - 14-19-101-102 (Lot 7B)  
1185 Honey Lake Road - 14-19-101-101 (Lot 7A)  
1186 Honey Lake Road - 14-19-101-099 (Lot 6A)  
1185 Honey Lake Road - 14-19-101-099 (Lot 6A)  
1193 Honey Lake Road - 14-19-101-098 (Lot 5B)  
1205 Honey Lake Road - 14-19-101-097 (Lot 5A)  
1201 Honey Lake Road - 14-19-101-096 (Lot 4B)  
1205 Honey Lake Road - 14-19-101-095 (Lot 4A)  
1213 Honey Lake Road - 14-19-101-094 (Lot 3B)  
1215 Honey Lake Road - 14-19-101-093 (Lot 3A)  
1221 Honey Lake Road - 14-19-101-092 (Lot 2B)  
1223 Honey Lake Road - 14-19-101-091 (Lot 2A)  
1233 Honey Lake Road - 14-19-101-090 (Lot 1B)

1235 Honey Lake Road - 14-19-101-089 (Lot 1A)

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, Lake

County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

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, Lake County, State of Illinois, and has been in general circulation daily throughout Lake County, continuously for more than 50 weeks prior to the first Publication of the attached notice, and a newspaper as defined by 715 ILCS 5/5.

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 01/13/2024

in said **Lake County DAILY HERALD**. This notice was also placed on a statewide public notice website as required by 5 ILCS 5/2.1.

BY Paula Baetz  
Designee of the Publisher of the Daily Herald

Control # 4610462



Number 21 is determined as follows:

• (I) Common open space ground Residential Lots 1-12 and Outlot 1, "Common open space ground Residential Duplex Properties including the stormwater management system."

A tax levy of a rate not to exceed \$2,272 per \$100.00 (tax rate) of equalized assessed valuation of such property;

A tax levy to be levied in the other described property 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 above, exist, will be levied until such time, if any, as the Village actually expends funds for said Special Services. If it is currently understood that no such taxes will be levied, then no taxes will be levied for the initial year, if any, for which taxes will be levied within Special Service Area Number 21; however, any such taxes will be levied for the subsequent years in accordance as set forth above. Said taxes are to be levied upon all taxable property within the proposed Special Service Area Number 21.

At the public hearing, all persons affected by the formation of said Special Service Area Number 21, including all persons affected by the proposed Special Service Area Number 21, will have the opportunity to be heard. The public hearing may be adjourned by the President and Board of Trustees to another date and time if a majority of the members of the Board are entered upon the minutes of its meeting, fixing the time and place of the adjournment and/or as otherwise required by law.

A petition signed by at least fifty-one (51%) of the electors residing within Special Service Area Number 21, and by at least fifty-one (51%) of the owners of record of the land included within the boundaries of Special Service Area Number 21 is filed with the Village Clerk, within sixty (60) days following the final adjournment of the public hearing, during the time for which notice of the public hearing was given, the enlargement thereof, the levy or imposition of a tax for the provision of the Special Services to the areas, or to a portion of the areas, within the boundaries of Special Service Area Number 21 may not be created or enlarged, and no tax may be levied or imposed nor the rate increased.

DATED this 13th day of January, 2024.

Kathleen Johnson

Village Clerk

Village of Lake Zurich

Published in Daily Herald January 13, 2024 (4610462)

SATURDAY, JANUARY 13, 2024

## SECTION 2

The logo for dhmarketplace features a blue circle on the left containing the lowercase letters "dh" in a white, italicized font. To the right of the circle, the word "marketplace" is written in a large, bold, black sans-serif font. A thin blue horizontal line runs through the middle of the letters "a", "r", "k", "e", "t", "p", and "l". Below the word "marketplace" is a smaller, thin blue line that ends in a small blue arrow pointing to the right. At the bottom right of the page, the text "your trusted local classified source" is written in a small, black, sans-serif font.

dhmarketplace

find your ad: [marketplace.dailyherald.com](http://marketplace.dailyherald.com) place your ad: [dailyherald.com/placead](http://dailyherald.com/placead) 847-427-4444 [chicagojobs.com](http://chicagojobs.com)

**VILLAGE OF LAKE ZURICH  
NOTIFICATION AFFIDAVIT  
SPECIAL SERVICE AREAS NUMBER 22**

I, Sarosh Saher, Community Development Director, of the Village of Lake Zurich, hereby certify as follows:

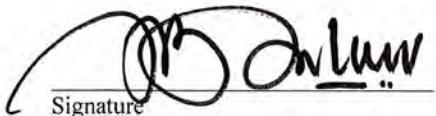
- I. That on the 18<sup>th</sup> day of January, 2024, affiant caused to be mailed in the Post Office of Lake Zurich, Illinois, a copy of the attached Notice of Public Hearing to all listed taxpayers of real estate of the property described in the attached notice, of the subject property and to the owners or representatives of property listed as exempt.
- II. That the parties to whom said notice was mailed are set forth below.

WILDWOOD OF LAKE ZURICH LLC  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

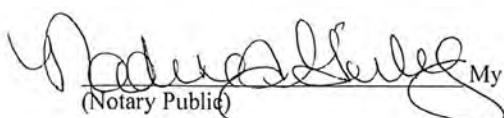
MANAGERS:  
PRASHANTHA, RAMU  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

SCHMITT, GREGORY C.,  
35 W. HIGGINS, SUITE 720  
SOUTH BARRINGTON, IL 60010

The parties have subsequently acknowledged receipt of such notice.

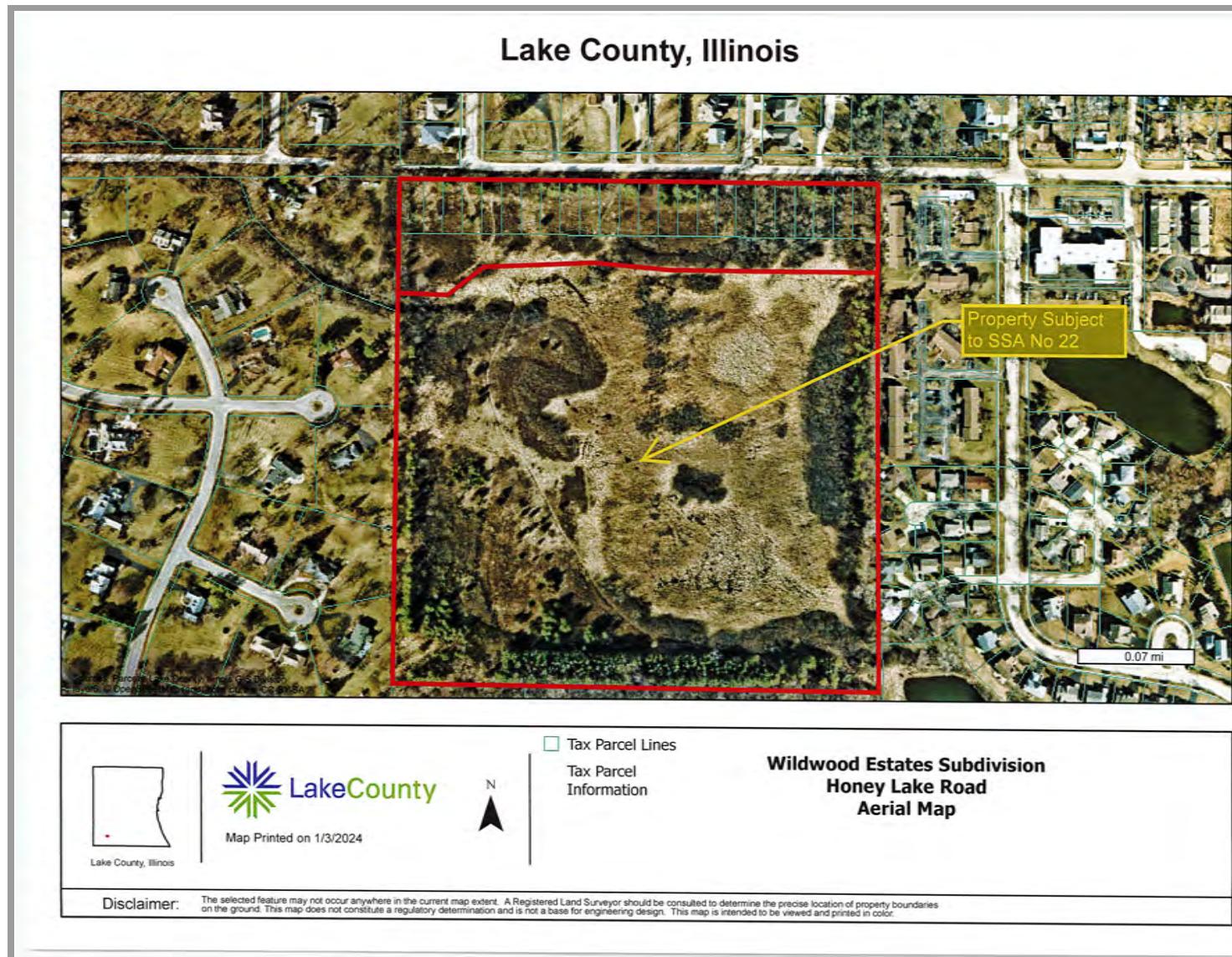
  
Signature

Subscribed and sworn to before me this 8<sup>th</sup> day of April, 2024.

  
(Notary Public)

My Commission Expires 06/30/2024





**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 22**  
(*WILDWOOD ESTATES OF LAKE ZURICH*  
*"Outlot 2" including the open space containing stormwater management areas,  
wetlands and waterways*)

I, Wildwood of Lake Zurich, LLC, fee simple owner of parts of the following property:

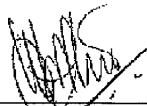
Wildwood Estates of Lake Zurich Subdivision being described as being a subdivision of part of the northwest 1/4 of section 19, township 43 north, range 10 east of the third principal meridian, in Lake County, Illinois.

agree to voluntarily waive my rights to file any objection petition opposing the creation of Lake Zurich Special Service Area Number 22, 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 22 or the Village notice to me of the February 5, 2024, public hearing conducted relative to the creation of said Special Service Area Number 22.

I agree 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 Special Service Area Number 22, and have signed it of my own free will.

Signature:



\_\_\_\_\_  
Ram Prashantia

Its: Manager

Date: April 2, 2024



*At the Heart of Community*

OFFICE OF THE VILLAGE MANAGER

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

**MEMORANDUM**

Date: April 9, 2024  
To: Ray Keller, Village Manager *PK*  
From: Michael Duebner, Assistant Manager  
Subject: **Liquor License Issuance to Riya Enterprises Chicago, Inc.**

ROUTING ITEM

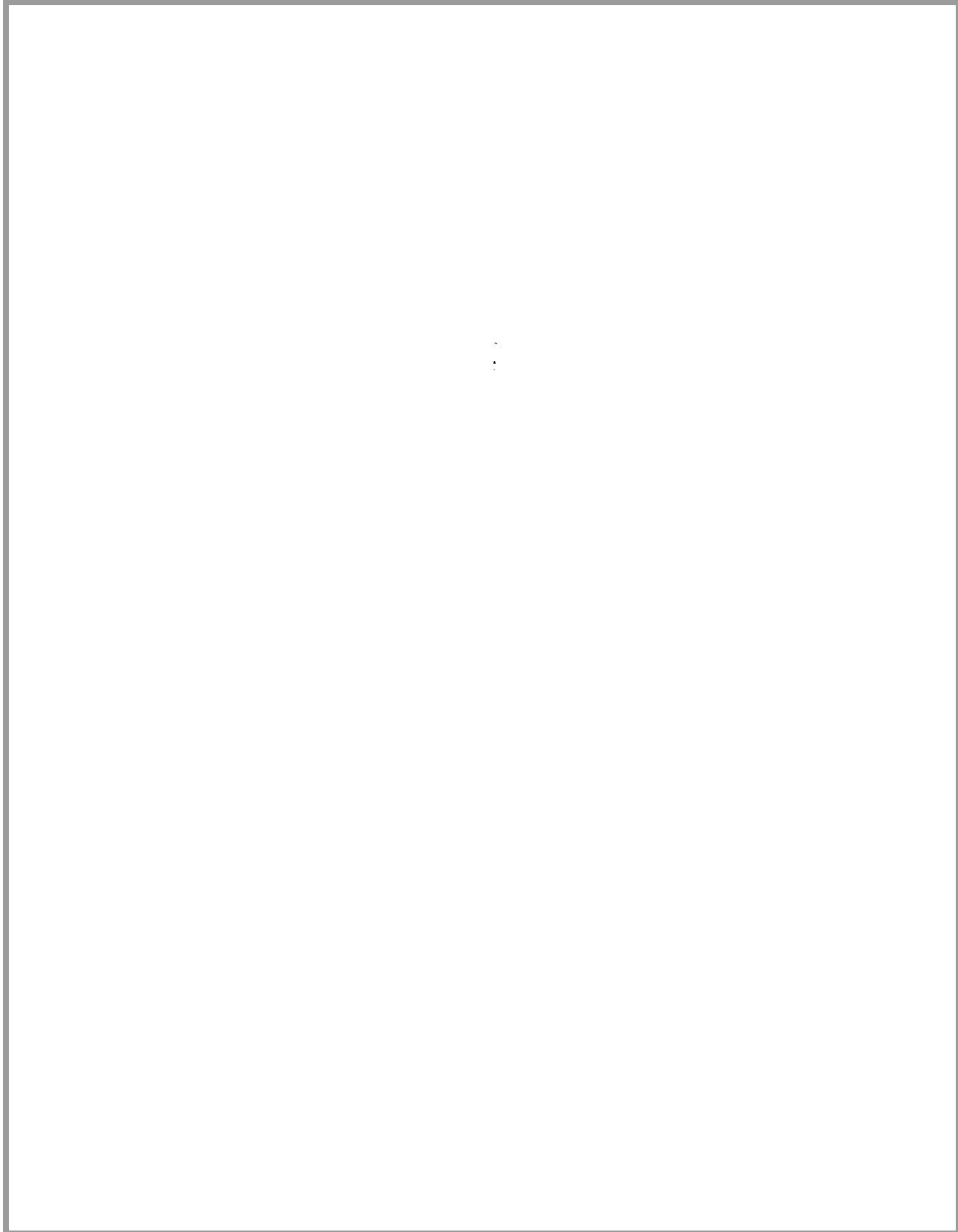
5K

**Issue:** 7-Eleven, Inc. dba/7-Eleven #33893B located at 600 E Route 22 in Oakwood Commons Shopping Center has signed a new franchise agreement with Riya Enterprises Chicago, Inc. They are requesting a Convenience Store Class-C Liquor License for the sale of packaged alcoholic beverages.

**Analysis:** Riya Enterprises Chicago, Inc. completed the application, and the owner, Mr. Rajendra Patel 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 received. This does not increase the number of Class-C liquor licenses as the original franchisee, then 7-Eleven Inc. also operated the business with a liquor license.

**Recommendation:** Consideration and approval of the proposed ordinance to issue a Class-C Liquor License to Riya Enterprises Chicago, Inc.

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



VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-04-\_\_\_\_

**ORDINANCE AMENDING TITLE 3 OF CHAPTER 3 OF THE VILLAGE OF LAKE ZURICH MUNICIPAL CODE TO AMEND AUTHORIZED CLASS – C CONVENIENCE STORE LIQUOR LICENSES FOR RIYA ENTERPRISES CHICAGO dba/7-ELEVEN 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 – Convenience Store 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 Riya Enterprises Chicago dba 7-Eleven, 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:

<b>Class</b>	<b>Description</b>	<b>Maximum Number Issued</b>
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 20<sup>th</sup> of February, 2024 by the following vote:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Absent: \_\_\_\_\_

APPROVED by the Mayor on this \_\_\_\_\_ day of April, 2024.

Tom Poynton, MAYOR

Kathleen Johnson, VILLAGE CLERK



*At the Heart of Community*

PARK & RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

Phone (847) 438-5146  
Fax (847) 380-5471  
LakeZurich.org

**MEMORANDUM**

Date: April 15, 2024  
To: Ray Keller, Village Manager *PK*  
From: Bonnie Caputo, Recreation Director  
CC: Michael J. Brown, Public Works Director  
Subject: Paulus Park OSLAD Grant Professional Service Agreement

*6/1*  
*CA*

**Issue:** The FY 2024 budget includes \$3,300,000 for Paulus Park Improvements as part of the OSLAD grant program thru the State of Illinois.

**Village Strategic Plan:** This agenda items progresses the following Goal and Objective of the Strategic Plan.

- *Service Sustainability:* Continue to enhance recreational program offerings and park facilities to support current and future needs.

**Background:** The Village of Lake Zurich hired Hitchcock Design Group in April of 2023 to assist the staff team with the Open Space Land Acquisition and Development (OSLAD) grant program preparation and application for continued improvements at Paulus Park. The grant projects identified thru community engagement sessions, review of the Open Space Master plan and thru staff feedback included: shoreline restoration on the Northern end of the property with an overlook, renovation of the splash pad and creation of a gathering space with game tables, addition of a bandshell on the stage in the center of the park (including sound and lighting), addition of baggo courts and site landscaping.

The Village of Lake Zurich was awarded a \$600,000 OSLAD grant (50% matching grant) and entered into an agreement with the State of Illinois in March of 2024 with the approved grant projects to be fully completed within a 24-month period.

Hitchcock Design Group has submitted a professional services agreement proposal which includes design development, construction documents, permitting, bidding and construction administration

for the improvements identified in the Paulus Park OSLAD grant. The agreement provides an overview of their services including project schedules for the scope of work.

Their professional fee shall be \$329,300 which consists of the basic services itemized above as well as a topographic survey, wetland delineation and DECI inspection reports. In the case of any changes to the project scope, requirements, and design direction, extra service fees may be assessed.

The Hitchcock Design Group professional service fee accounts for 12.28% of the project total falling well below the grant permitted 15.25% of the construction costs for architectural/engineer fees. In addition, the professional services fee is in line with the OSLAD budget submitted to the IDNR (budgeted \$408,400 for A/E services). With the knowledge that Hitchcock Design Group is the firm utilized to prepare the Paulus Park OSLAD grant proposals from 2015 and 2019, we recommend that we continue to utilize their services and not bid out to other firms as their fees are in line with the services and their firm is very familiar with the IDNR OSLAD process, our community and planned projects.

**Recommendation:** Approval of the professional service agreement from Hitchcock Design Group, Naperville, Illinois, in the amount of \$329,300 for the design development construction documents, permitting, bidding, construction administration, Topographic Survey, DECI Inspections and Wetland Delineation.

**W/Attachments:**

1. OSLAD Grant Program Development Cost Estimate
2. Hitchcock Design Group Professional Service Agreement



## FY24 OSLAD Cost Opinion

Date: July 28, 2023  
 RE: Paulus Park - Phase 2

### Bandshell

Description	Qty.	Unit	Unit Cost	Extended Cost
remove concrete paving	1,290	SF	\$ 4	\$5,160
silt fence	560	LF	\$ 4	\$2,240
temporary fencing	560	LF	\$ 8	\$4,480
inlet protection	2	EA	\$ 500	\$1,000
topsoil strip and respread, 6"	100	CY	\$ 40	\$4,000
earthwork, 12"	50	CY	\$ 50	\$2,500
bandshell with lighting and storage - purchase	1	LS	\$ 80,000	\$80,000
bandshell - installation	1	LS	50%	\$40,000
theatrical lighting system (allowance)	1	LS	\$ 20,000	\$20,000
theatrical sound system (allowance)	1	LS	\$ 20,000	\$20,000
bandshell footings/foundation	15	CY	\$ 900	\$13,500
electrical connection at existing panel	1	LS	\$ 2,500	\$2,500
conduit and wiring to audio/visual station	200	LF	\$ 50	\$10,000
power pedestal at audio/visual station	1	EA	\$ 5,000	\$5,000
banner posts	4	EA	\$ 1,500	\$6,000
concrete paving	1,660	SF	\$ 12	\$19,920
asphalt paving	100	SY	\$ 45	\$4,500
turf grass seeding	450	SY	\$ 4	\$1,800
erosion control blanket	450	SY	\$ 4	\$1,800
				Section Subtotal: \$ 244,400

\* waiting on updated pricing from NuToys

\* confirm adequate allowance with vendor

### Other Project Costs

contractor general conditions (%)	1	LS	10%	\$24,440
design contingency (%)	1	LS	15%	\$36,660
bid contingency (%)	1	LS	5%	\$12,220
construction contingency (%)	1	LS	10%	\$24,440
escalation	1	LS	5%	\$12,220
				Section Subtotal: \$ 109,980
				Total: \$ 354,380

### Splash Pad - Recirculation

Description	Qty.	Unit	Unit Cost	Extended Cost
remove concrete paving	1,250	SF	\$ 4	\$5,000
remove splash pad surfacing	2,500	SF	\$ 6	\$15,000
remove concrete curb	300	LF	\$ 8	\$2,400
remove fencing and gates	300	LF	\$ 15	\$4,500
remove splash pad equipment	1	LS	\$ 7,500	\$7,500
remove splash pad mechanical	1	LS	\$ 5,000	\$5,000
remove underground vault	1	LS	\$ 10,000	\$10,000
silt fence	500	LF	\$ 4	\$2,000
tree protection fencing	200	LF	\$ 6	\$1,200

temporary fencing	500	LF	\$ 8	\$4,000
inlet protection	2	EA	\$ 500	\$1,000
topsoil strip and respread, 6"	60	CY	\$ 20	\$1,200
earthwork, 12"	250	CY	\$ 45	\$11,250
splash pad equipment - purchase	1	LS	\$ 200,000	\$200,000
splash pad equipment - installation	1	LS	50%	\$100,000
<b>mechanical/storage building (allowance)</b>	<b>1</b>	<b>LS</b>	<b>\$ 300,000</b>	<b>\$300,000</b>
water line connection to existing main	1	LS	\$ 3,500	\$3,500
water line, 2"	250	LF	\$ 60	\$15,000
water service lines, 1-1/2"	1	LS	\$ 5,000	\$5,000
backflow preventor/meter	1	LS	\$ 5,000	\$5,000
drinking fountain (maintain existing)		EA	\$ 10,000	
hose bib (maintain existing)		EA	\$ 2,500	
electrical panels and service upgrades	1	LS	\$ 20,000	\$20,000
wiring and conduit	600	LF	\$ 50	\$30,000
mechanical equipment	1	LS	\$ 100,000	\$100,000
reservoir/vault	1	LS	\$ 75,000	\$75,000
pumps and equipment	1	LS	\$ 20,000	\$20,000
concrete paving	4,000	SF	\$ 12	\$48,000
splash pad surfacing, life floor	3,000	SF	\$ 50	\$150,000
storm sewer, inlet	3	EA	\$ 2,500	\$7,500
storm sewer, CB	1	EA	\$ 5,000	\$5,000
storm sewer, 12" RCP	250	LF	\$ 100	\$25,000
storm sewer connection to existing	1	LS	\$ 5,000	\$5,000
ornamental fencing and gates	330		\$ 125	\$41,250
benches	4	EA	\$ 1,500	\$6,000
table and chairs	3	EA	\$ 6,000	\$18,000
turf grass seeding	800	SY	\$ 4	\$3,200
erosion control blanket	800	SY	\$ 4	\$3,200
Section Subtotal:				\$ 1,255,700

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$125,570
design contingency (%)	1	LS	15%	\$188,355
bid contingency (%)	1	LS	5%	\$62,785
construction contingency (%)	1	LS	10%	\$125,570
escalation	1	LS	5%	\$62,785
Section Subtotal:				\$ 565,065
Total:				\$ 1,820,765

**Shoreline Restoration**

Description	Qty.	Unit	Unit Cost	Extended Cost
shoreline stabilization	250	LF	\$ 300	\$75,000
timber mats	1	LS	\$ 10,000	\$10,000
silt fence, double row	600	LF	\$ 4	\$2,400
floating silt curtain	300	LF	\$ 10	\$3,000
shoreline seeding	500	SY	\$ 4	\$2,000
shoreline plugs	2,000	EA	\$ 6	\$12,000
erosion control blanket	500	SY	\$ 4	\$2,000
Section Subtotal:				\$ 106,400

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$10,640
design contingency (%)	1	LS	15%	\$15,960
bid contingency (%)	1	LS	5%	\$5,320
construction contingency (%)	1	LS	10%	\$10,640
escalation	1	LS	5%	\$5,320
				Section Subtotal: \$ 47,880
				Total: \$ 154,280

**Gathering Space with Game Tables**

Description	Qty.	Unit	Unit Cost	Extended Cost
remove flagstone paving	1,800	SF	\$ 4	\$7,200
silt fence, double row	200	LF	\$ 4	\$800
temporary fencing	150	LF	\$ 8	\$1,200
topsoil strip and respread, 6"	160	CY	\$ 40	\$6,400
earthwork, 6"	160	CY	\$ 50	\$8,000
specialty paving, colored concrete	1,800	SF	\$ 20	\$36,000
game tables, 3 seats	2	EA	\$ 6,000	\$12,000
game tables, 4 seats	5	EA	\$ 6,000	\$30,000
turf grass seeding	150	SY	\$ 4	\$600
erosion control blanket	150	SY	\$ 4	\$600
				Section Subtotal: \$ 102,800

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$10,280
design contingency (%)	1	LS	15%	\$15,420
bid contingency (%)	1	LS	5%	\$5,140
construction contingency (%)	1	LS	10%	\$10,280
escalation	1	LS	5%	\$5,140
				Section Subtotal: \$ 46,260
				Total: \$ 149,060

**Baggo Courts (2)**

Description	Qty.	Unit	Unit Cost	Extended Cost
topsoil strip and respread, 6"	30	CY	\$ 40	\$1,200
earthwork, 6"	30	CY	\$ 50	\$1,500
baggo court - purchase	4	EA	\$ 1,200	\$4,800
baggo court - installation	1	LS	35%	\$1,680
concrete paving	700	SF	\$ 12	\$8,400
bench	1	EA	\$ 1,500	\$1,500
turf grass seeding	150	SY	\$ 4	\$600
erosion control blanket	150	SY	\$ 4	\$600
				Section Subtotal: \$ 14,880

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$1,488
design contingency (%)	1	LS	15%	\$2,232
bid contingency (%)	1	LS	5%	\$744
construction contingency (%)	1	LS	10%	\$1,488
escalation	1	LS	5%	\$744
				Section Subtotal: \$ 6,696
				Total: \$ 21,576

**Overlook**

Description	Qty.	Unit	Unit Cost	Extended Cost
silt fence	100	LF	\$ 4	\$400
temporary fencing	150	LF	\$ 8	\$1,200
topsoil strip and respread, 6"	20	CY	\$ 40	\$800
earthwork, 6"	20	CY	\$ 50	\$1,000

specialty paving, colored concrete	450	SF	\$ 20	\$9,000
seatwall foundation	15	CY	\$ 900	\$13,500
seatwall coping	60	SF	\$ 200	\$12,000
seatwall veneer	130	SFF	\$ 150	\$19,500
bench	2	EA	\$ 1,500	\$3,000
turf grass seeding	150	SY	\$ 4	\$600
erosion control blanket	150	SY	\$ 4	\$600
interpretive sign	1	EA	\$ 2,000	\$2,000
				Section Subtotal: \$ 63,600

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$6,360
design contingency (%)	1	LS	15%	\$9,540
bid contingency (%)	1	LS	5%	\$3,180
construction contingency (%)	1	LS	10%	\$6,360
escalation	1	LS	5%	\$3,180
				Section Subtotal: \$ 28,620
				Total: \$ 92,220

**Landscape (allowance)**

Description	Qty.	Unit	Unit Cost	Extended Cost
shade tree	3	EA	\$ 600	\$1,800
ornamental tree	3	EA	\$ 400	\$1,200
shrub	50	EA	\$ 75	\$3,750
perennial	2,000	EA	\$ 25	\$50,000
mulch	20	EA	\$ 80	\$1,600
planting amendments	15	CY	\$ 80	\$1,200
				Section Subtotal: \$ 59,550

**Other Project Costs**

contractor general conditions (%)	1	LS	10%	\$5,955
design contingency (%)	1	LS	15%	\$8,933
bid contingency (%)	1	LS	5%	\$2,978
construction contingency (%)	1	LS	10%	\$5,955
escalation	1	LS	5%	\$2,978
				Section Subtotal: \$ 26,798
				Landscape (allowance) Total: \$ 86,348

Total Construction Cost: \$ 2,678,628.50

**OSLAD Grant Phase 1 - OSLAD Format for DOC-4 / Development Data Worksheet**

Description	Qty.	Unit	Estimated Cost	Rounded and Adjusted
1 Bandshell	1	LS	\$ 354,380	\$ 354,400
2 Splash Pad - Recirculation	1	LS	\$ 1,820,765	\$ 1,820,800
Shoreline Restoration	1	LS	\$ 154,280	\$ 154,200
3 Gathering Space with Game Tables	1	LS	\$ 149,060	\$ 149,000
4 Baggo Courts (2)	1	LS	\$ 21,576	\$ 21,600
5 Overlook	1	LS	\$ 92,220	\$ 92,200
Landscape (allowance)	1	LS	\$ 86,348	\$ 86,400
				Section Subtotal: \$ 2,678,600

CPA Reporting Costs	\$ 2,600	\$ 2,600
A/E Design Fees (survey, design, engineering, soils) 15.25%	\$ 408,487	\$ 408,400
Potential Archaeological Survey / Testing Services	\$ -	\$ -
		Section Subtotal: \$ 411,000
		Total Estimated Cost: \$ 3,089,600

State Funded: \$ 600,000  
Local Match: \$ 2,489,600



April 5, 2024

Bonnie Caputo  
Recreation Director  
Village of Lake Zurich  
200 South Rand Road  
Lake Zurich, IL 60047

**RE: Paulus Park Phase 2**

Dear Bonnie,

Thank you for asking Hitchcock Design Group to submit this proposal for your Paulus Park Phase 2 project. We appreciate the opportunity to continue our work with you and the Village of Lake Zurich.

#### PROJECT UNDERSTANDING

Based on our discussions, we understand that the Village of Lake Zurich would like to upgrade the aging amenities at Paulus Park as part of Phase 2 improvements based on the conceptual design plan developed as part of the awarded Illinois Department of Natural Resources (IDNR) Open Space Land Acquisition and Development (OSLAD) grant award. Your current goals are aligned with the conceptual design plan, and you would like to move forward with final design, permitting, bidding, and construction observation, making minor adjustments during the process.

Your total construction budget aligns with the grant application at a maximum total \$2,985,200 including renovation/expansion of the recirculating splash pad, amphitheater with lighting and audio/visual system, gathering space with game tables, bag toss games, scenic overlook with interpretive sign, shoreline restoration/wetland enhancement, grading and drainage, pedestrian circulation, and landscape improvements. We understand the Village would like to accomplish the design and permitting this summer/fall, bid in early 2025, and start construction of the improvements in spring 2025. It is our understanding that the grant agreement with IDNR is still in progress and currently the exact dates of the grant period are unknown.

Supplemental topographic survey will be needed in areas of the proposed improvements to complete gaps in the survey provided by Vanderstappen Land Surveying (completed in 2021) and Manhard Consulting Ltd. (completed in 2019). An update to the wetland delineation will also be needed since the date of the original report (May 2021) will exceed three (3) years from the permit application date as required by the Lake County Stormwater Management Commission (SMC) Watershed Development Ordinance (WDO).

It is anticipated the proposed improvements will require a Watershed Development permit with the Lake County SMC, Swim Facility permit with the Illinois Department of Public Health (IDPH) for the splash pad, Sanitary Sewer permit with Lake County Public Works for the support building, Letter of No Objection with U.S. Army Corps of Engineers (USACE) for the wetland enhancement, and NPDES permit with the Illinois Environmental Protection Agency (IEPA) for soil erosion and sediment control.

#### SCOPE OF SERVICES

We will first conduct a comprehensive kick-off discussion with you and the project team during the Program and Analysis Phase to discuss the details that will guide the process and to set the schedule for the project through construction. We will also want to discuss the operation and maintenance considerations that may further define the complexity of this project to ensure the built work's overall

Planning  
Landscape Architecture



April 5, 2024  
 Village of Lake Zurich – Paulus Park Phase 2  
 Page 2

sustainability. A written project-program will be prepared summarizing client direction and influential factors and then used as the foundation of the project's design. We will then perform a validation exercise to confirm the location of elements designed as part of the OSLAD grant and adapt to new program considerations as part of the Schematic Design Phase. A preliminary cost-estimate, using appropriate contingencies, will also be prepared to summarize your financial exposure.

Once confirmed, we will then begin the Design Development Phase for the elements identified in the approved Schematic Design, meeting with the project team periodically for input and review of the progress documents, budget, and submittals from various manufacturers' representatives. Following the completion of Design Development, we will advance the Construction Documentation Phase to prepare documents that are suitable for permitting, bidding, and construction. We will represent you during bidding and, following the award of construction contract to a general contractor, we will administer the construction process.

Please see the Scope of Services for our step-by-step approach.

#### PROFESSIONAL FEES

Based on the Scope of Services, the fees to complete the work as outlined are as follows:

Professional Services:			
Preliminary Design:	Fixed Fee	\$21,300	
Design Development:	Fixed Fee	\$69,500	
Construction Documentation:	Fixed Fee	\$101,600	
Bidding and Negotiation:	Hourly Estimate	\$10,400	
Permitting:	Hourly Estimate	\$20,500	
Post-Award Grant Reporting:	Hourly Estimate	\$4,200	
<u>Construction Phase Services:</u>	Hourly Estimate	\$71,400	
<b>Professional Services Total:</b>			<b>\$298,900</b>

#### Optional Services:

Wetland Delineation:	Fixed Fee	\$4,000
Topographic Survey:	Fixed Fee	\$14,100
<u>DECI Inspections:</u>	Hourly Estimate	\$12,300
<b>Optional Services Total:</b>		

**\$30,400**

Reimbursable expenses (printing, mileage, courier, rental car, online bid planroom, etc.) will be invoiced in addition to the professional service fees. Permit fees are not included. We recommend setting aside \$3,000 for these expenses. Additional project services to be contracted directly through the Village of Lake Zurich in addition to the professional services include but are not limited to geotechnical investigation, construction testing services, and permit agency fees.



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Village of Lake Zurich – Paulus Park Phase 2  
Page 3

**PROJECT TEAM**

I will manage our work under the supervision of our Recreation Studio leader, Steve Konters. Other members of our Recreation Studio will participate as needed to advance the work in a timely way.

Dewberry Architects Inc. will provide architecture design and MEP engineering for the support building that will house the splash pad mechanicals and design of the audio/visual system at the amphitheater. Nova Engineering, PC will provide site electrical engineering for the proposed improvements. W-T Group will provide professional land surveying for the supplemental topographic survey, civil engineering for the proposed site improvements, and aquatic MEP engineering for the splash pad. Integrated Lakes Management (ILM) will provide an update to the wetland delineation and recommendations for shoreline stabilization/wetland enhancement.

If you find this proposal acceptable, we will forward our standard contract for your review and signature. We can begin work upon your authorization. Thank you, again, for the opportunity to continue working with you and the Village of Lake Zurich. If you have any questions or wish to discuss this proposal further, please do not hesitate to call.

Sincerely,  
**Hitchcock Design Group**

Lacey Lawrence  
Principal

cc: Steve Konters, Hitchcock Design Group  
Sue Tleib, Hitchcock Design Group



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 Village of Lake Zurich – Paulus Park PH2  
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## Scope of Services Paulus Park Phase 2 DD-CPS

### PRELIMINARY DESIGN SERVICES

#### A. Program and Analysis Phase

*Objective:* Confirm the project program, characteristics of the existing resources, agency permit requirements, and reach consensus on the design, estimate of probable cost, and construction strategy for the proposed improvements.

*Process:* The Hitchcock Design Group (HDG) team will:

1. [Meeting #1: Staff] Conduct a **Kick-off Meeting** with Village representatives and other project team members confirming:
  - a. Project team and responsibilities
  - b. Project area and approved Master Plan
  - c. Jurisdictional interests
  - d. Available data and data gathering needs
  - e. Budgeted costs
  - f. Tentative schedule
  - g. Grant requirements
2. **Photograph the Project Area** and immediate surroundings in order to identify readily apparent physical conditions and patterns of use.
3. Confirm **Jurisdictional Interests** by discussing the project with representatives of appropriate constituent and regulatory groups including:
  - a. Building Permit Application with Village of Lake Zurich
  - b. Watershed Development Permit with Lake County Stormwater Management (SMC)
    - i. Stormwater Management
    - ii. Waters of the U.S. Buffer Impacts
  - c. No impacts to wetlands or waters are assumed and therefore permitting with the United States Army Corps of Engineers (USACE) is not included at this time
  - d. Swim Facility with Illinois Department of Public Health (IDPH)
  - e. NPDES Permit with Illinois Environmental Protection Agency (IEPA)
4. Assemble **Current Data** from the Master Plan and Phase 1 improvements and other available resources for the project area including:
  - a. Local ordinances and development standards
  - b. Boundaries, property ownership and easements
  - c. Topographic surveys
  - d. Aerial photography
  - e. Previous permits and applications
  - f. Previous improvement plans
  - g. Utility atlases



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 Village of Lake Zurich – Paulus Park PH2  
 Page 2

5. The Lake County Watershed Development Ordinance (WDO) requires a wetland determination to be performed by a Certified Wetland Specialist within three (3) years of the permit application date. The HDG team will perform a **Wetland Delineation** between the dates of May 15th and October 1st and update the report completed in May 2021 to be used with the permit application that includes:
  - a. A plan showing the location of the wetlands within the project boundary and approximate boundaries off-site. The wetland boundary from 2021 will be flagged in the field, adjustments made as needed, and surveyed.
  - b. Aerial photograph delineating the wetland and the project boundary.
  - c. Relevant maps including the following:
    - i. USGS Quadrangle Map
    - ii. Lake County Wetland Inventory Map (LCWI) including ADID sites
    - iii. FEMA Floodplain Map
    - iv. Lake County Soil Survey
    - v. Hydrologic Atlas
  - d. U.S. Army Corps of Engineers Data Sheets, Midwest Region with color photographs representative of upland and wetland data points
  - e. Written description of the wetlands which includes observed vegetation, hydrologic and soil characteristics, dominant plant species, and Floristic Quality Assessment as determined by the Chicago Region Floristic Quality Assessment Calculator
  - f. Buffer area requirements
  - g. Consultation with Illinois Department of Natural Resources (IDNR) and U.S. Fish and Wildlife Service (USFWS) regarding the possible presence of threatened or endangered species or critical habitat.
  - h. Regulatory constraints and permit requirements in accordance with State and Federal statutes
  - i. Jurisdictional Determination from the May 2021 report
6. Secure pricing to provide a **Geotechnical Investigation Report** from qualified geotechnical firms to a depth range of 5' to 30' at the locations of the proposed improvements to define:
  - a. Strength, consolidation and bearing capacities of the existing sub-surface
  - b. Presence of any unsuitable sub-grade materials
7. Provide supplemental **Topographic Survey** from qualified professional land surveyors, establishing horizontal and vertical ground control and locating natural features and manmade improvements including:
  - a. Benchmarks visible from project
  - b. Contours at one-foot intervals
  - c. Normal water level, at time of survey, including:
  - d. Top and bottom of bank
  - e. Shoreline (NWL)
  - f. Tagged and numbered trees, 4" caliper and larger
  - g. Above ground and underground water, storm and sanitary utilities including size, type, structures, grates, and inverts (based on available utility atlases)
  - h. Above ground and underground power and communication utilities
  - i. Buildings and other structures
  - j. Curbs, walks, roadways, drives, lights, signals, and fencing
  - k. Wetland delineation flags

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April 4, 2024  
 Village of Lake Zurich – Paulus Park PH2  
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8. Prepare **Base Maps** at appropriate scale using the inventoried data and the boundary and topographic survey.
9. Prepare a written **Project Program** that includes:
  - a. Project design program
  - b. Jurisdictional factors
  - c. Budget information
  - d. Project Schedule
10. [Meeting #2: Staff / Virtual] Review the program and analysis deliverables with Village representatives and other project team members.

*Deliverables: Wetland Delineation Report, Topographic Survey, Base Map, Project Program*

**B. Schematic Design Phase**

1. Review the **Schematic Design** prepared for the IDNR OSLAD grant to confirm project program, organization of the project elements, and budget and make one (1) set of refinements. Preliminary project program based on the IDNR OSLAD grant includes:
  - a. Pedestrian circulation features
  - b. Site improvements including:
    - i. Splash pad renovation/expansion (recirculating)
    - ii. Gathering space with game tables
    - iii. Scenic overlook with interpretive sign
    - iv. Baggio courts (2)
  - c. Architecture improvements including:
    - i. Amphitheater with audio/visual system
    - ii. Support building for splash pad mechanicals
  - d. Grading and drainage
  - e. Shoreline restoration
  - f. Landscape improvements
2. Prepare **Preliminary Engineering Recommendations** including:
  - a. Stormwater management
  - b. Sewer and water
  - c. Electrical
  - d. Structural
  - e. Architectural
  - f. MEP

*\* Fire Protection is not included, can be added if determined to be needed*

3. Prepare the **Schematic Design Documents** including:
  - a. Plan view drawings at an appropriate scale
  - b. Representative photographs from other projects
4. Prepare a preliminary **Construction Cost Opinion** using recognized systems and unit costs in the Construction Specification Institute format.





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5. **Coordinate with Manufacturers** for the items designated to be manufactured that can be competitively shopped, forwarding schematic plan, cost information and design criteria to and request the preparation of equipment options, presentation boards and a materials list in accordance with our criteria.
6. **[Meetings #3: Staff / In-Person]** Review the Schematic Design Documents with you and prepare written **Meeting Summary** of the discussions and update the Project Program.

*Deliverables:* **Schematic Design Documents, Construction Cost Opinion, Meeting Summary**

### FINAL DESIGN SERVICES

*Objective:* Reach consensus with Village representatives and jurisdictional authorities on the final design, probable cost, and construction strategy for the proposed improvements.

*Process:* Following your approval of the Schematic Design Phase, the HDG team will:

- A. **Design Development Phase**
  1. **Finalize the Design** including size, horizontal and vertical geometry, structure, materials, and finish, as appropriate, for the proposed improvements.
  2. Refine the **Preliminary Engineering** recommendations.
  3. Prepare the **Design Development Documents** including:
    - a. Existing conditions information
    - b. Plan view drawings
    - c. Descriptive supplemental drawings
    - d. Outline specifications
    - e. Product data
    - f. Material samples
    - g. Architectural floor plans and elevations
  4. Prepare a summary of estimated quantities and update the **Construction Cost Opinion**.
  5. **[Meetings #3 and #4: Staff]** Review the Design Development Documents with you at 50% (In-Person) and 100% (Virtual) completion milestone and prepare written **Meeting Summaries** of the discussion.
  6. Review the Design Development Documents with **Jurisdictional Agencies** as appropriate to this phase of work.

*Deliverables:* **Design Development Documents, Construction Cost Opinion, Meeting Summaries**

### B. **Construction Documentation Phase**

*Objective:* The objective is to produce the final drawings, specifications, quantity schedules, project manual and other bid documents that will be used to competitively bid and construct the improvements.

*Process:* Following approval of the Design Development Phase, the HDG team will:





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 Village of Lake Zurich – Paulus Park PH2  
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1. **Finalize the Graphic Documentation** that will be used to bid and construct the improvements including:
  - a. Digital construction drawings
    - i. Cover sheet, notes, and legend
    - ii. Existing conditions plans
    - iii. Site preparation plans
    - iv. Grading and drainage plans
    - v. Stormwater Pollution Prevention plans (SWPPP)
    - vi. Utility plans
    - vii. Layout and materials plans
    - viii. Landscape plans
    - ix. Site construction details
    - x. Architecture floor plans and elevations
    - xi. Architecture details
    - xii. MEP plans
2. **Finalize the Written Documentation** that will be used to bid and construct the improvements including:
  - i. General and supplementary conditions
  - ii. Technical specifications
3. Prepare a summary of estimated quantities and update the **Construction Cost Opinion**.
4. [Meetings #5 & #6: Staff] Review the Construction Documents with you at 50% (In-Person) and 100% (Virtual) completion milestones and prepare written **Meeting Summaries** of discussions.
5. Perform internal **Quality Management Review** of the Construction Documents.

*Deliverables:* **Construction Drawings, Construction Specifications, Construction Cost Opinion, Meeting Summaries**

**C. Post-Grant Award Services**

*Objective:* Assist the client in selecting a qualified contractor to construct the improvements.

*Process:* The HDG team will:

1. Assist in compiling Periodic Financial and Performance Reports documenting the project status and submitting to IDNR through the online Amplifund portal at routine intervals established in your executed grant agreement for the duration of the 2-year grant period (January 15th, April 15th, July 15th, and October 15th).

*Deliverables:* **Periodic Financial Reports and Periodic Performance Reports**

**D. Permitting Phase**

*Objective:* The objective is to obtain the required permits.

*Process:* Following approval of the Construction Documentation Phase, the HDG team will:

1. Prepare and assemble **Permit Documents** including:
  - a. Site Development / Building Permit with Village of Lake Zurich



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 Village of Lake Zurich – Paulus Park PH2  
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- b. Watershed Development Permit with Lake County Stormwater Management Commission (SMC)
- c. Sanitary Sewer Permit with Lake County
- d. Letter of No Objection with U.S. Army Corps of Engineers
- e. NPDES for the IEPA
- f. Swim Facility Permit with Illinois Department of Public Health (IDPH)

2. [Meeting #7: Staff / Lake County SMC] Attend a **Virtual Pre-Application Meeting** with Village representatives and the regulatory agency to review the project details and discuss permit requirements. Prepare a written **Meeting Summary** of the discussion.
3. Submit **Permit Documents** as required to the respective regulatory agencies.
4. Communicate with Village representatives as necessary to discuss **Review Letter(s)** received from regulatory agencies.
5. **Make One (1) Set of Authorized Revisions** to the appropriate Permit Documents and resubmit to the respective regulatory agencies.

*Deliverables:* **Permit Documents, Revisions, Meeting Summary**

**E. | Bidding and Negotiation Phase**

*Objective:* Assist the client in selecting a qualified contractor to construct the improvements.

*Process:* Following your approval, the Hitchcock Design Group team will:

1. Place **Bid Documents** in **Online Digital Plan Room** for bidding distribution and management.
2. **Recommend Reputable Contractors** for your consideration.
3. Assist the Village in advertising the bid letting by preparing **Legal Notice** for your use in publicizing the bid.
4. [Meeting #8: Staff / Prospective Bidders] Conduct a **Virtual Pre-Bid Meeting** for interested bidders and prepare Meeting Summary of the discussion.
5. Answer questions and **Issue Written Addenda**, when appropriate, to all bidders regarding changes to or clarifications of the contract documents.
6. [Meeting #9: Staff / Prospective Bidders] Attend the **Bid Opening** and record the results.
7. Prepare a **Bid Tabulation** spreadsheet.
8. Perform **Reference Checks** for the apparent low bidder's references.
9. Issue a **Bid Results Summary Letter**.





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*Deliverables: Bid Documents, Legal Notice, Addenda, Bid Tabulation, Results Summary Letter, Meeting Summary*

### CONSTRUCTION PHASE SERVICES

The goal for this part of the engagement is to help the client get the improvements constructed. Following award of the work to a Contractor, Hitchcock Design Group will provide these Construction Services until Final Acceptance of the work, or until 60 days after Substantial Completion of the work, whichever occurs first.

#### A. Construction Administration

**Objective:** Assist you in finalizing and administering your construction contract with the Contractor.  
**Process:** Following your award of the work to a Contractor, the Hitchcock Design Group team will:

1. Prepare **Issue for Construction Plans and Specifications**.
2. Help you prepare an **Owner / Contractor Agreement**.
3. [Construction Meeting #1: Staff / Contractor] Conduct a **Virtual Pre-Construction Meeting** with Village representatives and the Contractor to review the following and prepare written **Meeting Summary** of the discussion:
  - a. Contractor mobilization and staging
  - b. Contractor schedules
  - c. Contractor submittals
  - d. Responsibilities
  - e. Communications
  - f. Payment procedures
4. Issue **Interpretations / Clarifications** of the Contract Documents when requested by Village representatives or the Contractor.
5. Prepare recommendations for construction **Change Orders**, as requested by:
  - a. Village representatives because of a change that you wish to make to the scope of the Contractor's work.
  - b. The Contractor because of the discovery of job site conditions that were concealed or unknown when the Owner / Contractor Agreement was executed, as approved by Village representatives.
6. Review **Submittals** and **Shop Drawings**, product data and material samples which the Contractor is required to submit for the limited purpose of determining their general conformance with the design concept and information contained in the Contract Documents.
7. Review **Construction Testing** procedures and data provided by independent testing services.
8. Review **SESC Reports** prepared by Contractor / DECI, performed weekly and following a 0.5" precipitation event, for the duration of construction until permit signoff is achieved.





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9. Prepare written **Payment Recommendations** upon review of Contractor's monthly payout applications.

*Deliverables: Issue for Construction Plans / Specifications, Owner / Contractor Agreement, Clarifications, Change Orders, Submittal Review, Testing Review, SESC Review, Payment Recommendations, Meeting Summary*

**B. Construction Observation**

*Objective:* Become familiar with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.

*Process:* During construction, the HDG team will:

1. [Construction Meetings #2 - #14: Staff / Contractor] Assuming a six (6) month construction period, participate in **Site Meetings** every two (2) week(s) (thirteen (13) total progress meetings budgeted) with you and the contractor to become familiarized with the progress and quality of the Contractor's work and to determine if the work is proceeding in general conformance with the Contract Documents.
2. Prepare **Field Reports** of the progress meetings at the site with you and the Contractor.

*Deliverables: Field Reports*

**C. Contract Close-out**

*Objective:* The objective is to help the client close out its construction contract with the Contractor.

*Process:* After the Contractor notifies Village representatives that the work is Substantially Complete, the HDG team will:

1. [Construction Meeting #15: Staff / Contractor] Participate in one (1) site visit to conduct a walk through and prepare a **Punch List** upon Substantial Completion of the construction.
2. Review **Contract Close-out Submittals** required as provided by the Contractor, such as but not limited to:
  - a. Operating and maintenance manuals
  - b. As-built record drawings
  - c. Labor and material lien waivers
  - d. Payment applications
3. [Construction Meeting #16: Staff / Contractor] Participate in one (1) site visit to conduct a walk through to verify completion of a punch list items and **Establish Final Acceptance**.
4. Prepare **Final Payment Recommendations** regarding the Contractor's request for acceptance of substantially and finally completed work.

*Deliverables: Punch List, Closeout Submittal Review, Final Payment Recommendation*

**GENERAL PROJECT ADMINISTRATION**

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 Village of Lake Zurich – Paulus Park PH2  
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We will manage the performance of our own work throughout the term of the contract by providing the following services:

**A. Communications**

1. Schedule, create agendas and summarize the highlights of periodic meetings
2. Rehearse, attend and present at public forums identified
3. Collect and disseminate communications from other parties
4. Periodically inform your representative about our progress

**B. Schedules**

1. Create, periodically update and distribute the project schedule
2. Coordinate the activities of our staff and our consultants

**C. Staffing**

1. Select and assign staff members and consultants to appropriate tasks and services
2. Prepare and administer consultant agreements

**D. File Maintenance**

1. Establish and maintain appropriate correspondence, financial, drawing and data files
2. Obtain appropriate insurance certificates from consultants
3. Maintain appropriate time and expense records

### ADDITIONAL SERVICES

We may provide additional services, at your approval that are not included in the Basic Services, such as:

1. Revisions to previously-completed and approved phases of the Basic Services
2. The services of additional consultants not specified in the proposal documents
3. Meetings with you or presentations to other parties not specified in the Basic Services
4. Detailed quantity estimates and construction cost opinions using data or formats other than our own
5. Detailed written summaries of our work or our recommendations
6. Services rendered after the time limitations set forth in this contract
7. Services required due to the discovery of concealed conditions, actions of others, or other circumstances beyond our control
8. Services required to restart the project if you suspend our work at your convenience for more than 90 days during the performance of our services
9. Preparation of segregated or multiple contract bid sets or more than one Owner / Contractor agreement
10. Services rendered after Final Acceptance of the Contractor's work or services rendered more than 60 days after Substantial Completion of the Contractor's work

### AUTHORIZATION

Services or meetings not specified in this scope of services will be considered additional services. If circumstances arise during our performance of the outlined services that we believe require additional services, we will promptly notify you about the nature, extent and probable additional cost





April 4, 2024  
Village of Lake Zurich – Paulus Park PH2  
Page 10

of the additional services, and perform only such additional services following your written authorization.

**HITCHCOCK**  
**DESIGN**  
**GROUP**  
creating**better**places



## Standard Billing Rates and Expenses

### BILLING RATES

Senior Principal	\$260
Principal	\$230
Senior Associate	\$190
Associate	\$150
Junior Associate	\$130

### Reimbursable Expenses

In addition to our standard hourly rates, we invoice qualified sub-consultant fees, travel, and reproduction expenses per the terms of our agreement with mileage invoiced at the current IRS reimbursement rate.



*At the Heart of Community*

PUBLIC WORKS DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

**MEMORANDUM**

Date: April 9, 2024

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Public Works Director

Subject: **Natural Area Maintenance Program Award Recommendation**

RECEIVED  
4/10/2024  
JMB

**Issue:** The FY 2024 budget includes \$125,000 for the maintenance of Village owned natural areas. In addition, the Village collects annual revenue from special service areas (SSA) for maintenance to designated areas throughout each specific subdivision associated with an SSA.

**Strategic Plan:** This agenda items progresses the following Goal and Objective of the Strategic Plan.

- *Infrastructure Investment:* Investing in storm water management.

**Background:** With the completion of the Emerald Ash Borer planting program in 2023, the Village Board approved staff's recommendation to reallocate the annual funding of \$100,000 to the Natural Area Maintenance Program. As staff is proactively assessing and planning for the short term and long term needs of our many natural areas, Village staff partnered with Integrated Lakes Management to formulate a comprehensive five (5) year plan for maintenance and restoration of natural areas throughout the Village of Lake Zurich.

The 2024 program includes maintenance to the following areas:

<i>Job Name</i>	<i>Location</i>
Alpine Lake	Harbor Dr
Bird Observatory	Lions Dr
Braemar Unit 2	Berkshire
Breezewald	North Old Rand
Kildeer Creek	Fern Rd
L Z Public Works Facility	505 Telser
Lions Ct	Lions Ct
Lot 42	Partridge
Manor Parking Lot	Miller Rd
Meadowbrook Lot 58	Surryse

Oak Ridge Marsh	Lions Dr
Whispering Creek	Lorie
Zurich Estates	Butterfield
SSA 8 (711-10099-52603)	Prairie
SSA 9 (732-10099-52603)	Pleasant
SSA 11 (734-10099-52603)	LZ Pines
SSA 13 (735-10099-52603)	Coventry Creek

**Analysis:** Staff solicited a request for proposals in February for the 2024 Natural Area Maintenance Program. The opening was on April 4, 2024. The Village received Five (5) submittals in response to the request for bids.

Staff review of each individual bid concentrated on the tasks performed at each location, pricing for tasks, and the ability to maximize allocated funding. Review of all documents has provided staff the ability to choose a program, which maximizes the Villages available funding while continuing towards long term goals of each site.

The bid submitted by Bluestem Ecological Services Inc. has been determined to address each location's current needs most comprehensively, balancing possible future maintenance of each natural area, and maximizing available funding.

Vendor	VLZ	SSA	Total
Bluestem Ecological Services	\$113,469.00	\$61,345.00	\$174,814.00
McGinty Bros Inc	\$115,755.00	\$88,025.00	\$203,780.00
Pizzo & Associates	\$194,399.97	\$105,279.99	\$299,679.96
Baxter & Woodman Natural Res	\$190,475.00	\$138,250.00	\$328,725.00
Davey Resources Group Inc.	\$374,370.40	\$154,746.40	\$529,116.80

**Recommendation:** Award a contract for the 2024 Natural Area Maintenance Program to Bluestem Ecological Services in an amount not-to-exceed \$174,814, in which \$113,469 would be allocated from the Village's general fund, and \$61,345.00 would be from Special Service Areas.

**W/Attachments:**

1. Bid Tabulation Summary
2. Bid Submittal – Bluestem Ecological Services
3. 2024 Project Location Map

**BID: Natural Area Management****Due: April 4, 2024 10:00 a.m.**

BIDDER	Bid Amount	Bond
<b>Davey Resource Group</b> 910 S Riverside Dr, Ste 5 Elmhurst, IL 60126	\$ 529,116.80 Gen: \$374,370.40 SSA: \$154,746.40	Yes 04-3-24 11:13 a.m.
<b>Pizzo &amp; Associates Ltd</b> 10729 Pine Rd Leland, IL 60531	\$ 299,679.96 Gen: \$194,399.97 SSA: \$105,279.99	Yes 04-3-24 12:33 p.m.
<b>Bluestem Ecological Services</b> 19812 W Coral Rd Marango, IL 60152	\$ 174,814.00 Gen: \$113,469.00 SSA: \$61,345.00	Yes 04-3-24 2:15 p.m.
<b>Baxter &amp; Woodman Natural Res.</b> 8678 Ridgefield Rd Crystal Lake, IL 60012	\$ 328,725.00 Gen: \$190,475.00 SSA: \$138,250.00	Yes 04-4-24 9:38 a.m.
<b>McGinty Bros Inc</b> 3744 Cuba Rd Long Grove, IL 60047	\$ 203,780.00 Gen: \$115,755.00 SSA: \$88,025.00	Yes 04-4-24 9:47 a.m.

Laura Berg, Accounts Payable  
 Mike Cernock, Gen Svcs Supr  
 Keli Amato, Office Manager

Village Hall Boardroom  
 4/4/2024 10:01:00 A.M.

Village of Lake Zurich  
Natural Area Management 2024

**EXHIBIT "1"**

The Bid Proposal sheet shall be used as a summary to accompany individual proposals for each location.  
*The yellow highlighted cells denote where an amount is required.*

	Survey/Summary	Stewardship	Burn	Native Seeding	Emergent Species	Woody Resprout	Woody Removal	Ecological Mow	Totals
Alpine Lake	\$1,000	3,500					13,524		\$18,024
Bird Observatory	\$600						3,400		\$4,000
Braemar Unit 2	\$1,000	2,500							\$3,500
Breezewald	\$600	1,500	200	600					\$4,950
Kildeer Creek	\$1,000	4,000						1,300	\$6,300
Lake Zurich Public Works	\$1,000						12,970		\$13,970
Lions Ct	\$300	900	200	600					\$4,000
Lot 42	\$600	1,500							\$2,100
Manor Parking Lot	\$600	3,500					8,525		\$12,625
Meadowbrook/Lot 58	\$1,200	8,000					4,300		\$13,500
Oak Ridge Marsh	\$1,000	7,000	6000	8,000					\$22,000
Whispering Creek	\$1,000	6,000							\$7,000
Zurich Estates	\$600	900							\$1,500
<b>TOTAL</b>									<b>\$13,469.00</b>
SSA 8 (711-10099-52603)	\$1,200	6,000	1500	4,000					\$15,700
SSA 9 (732-10099-52603)	\$1,000	7,000	6000			4,850			\$18,850
SSA 11 (734-10099-52603)	\$1,000	900	2500						\$4,400
SSA 13 (735-10-099-52603)	\$1,200	7,000	6000		3,750		4,445		\$22,395
<b>TOTAL</b>									<b>\$61,345.00</b>

**Survey and Summary Report:**

Conduct a survey of the species (native and non-native) present at various points throughout the growing season to establish a baseline for measuring site progress. Minimum of 3 visits including end of year report, utilizing the Universal FQA calculator.

**Stewardship:**

Regular maintenance visits to manage invasive, non-invasive vegetation. 4 visits annually.

**Removal of Woody Vegetation:**

Remove woody species throughout the unit and apply stump herbicide. Removal to be completed primarily by hand cutting. Forestry mulching may be utilized in approved locations under frozen ground conditions.

**Prescribed Burn:**

Perform a prescribed burn to reduce competition from invasive species, assist with nutrient recycling and stimulate the growth of native plants.

CG

Village of Lake Zurich  
Natural Area Management 2024

**Native Seeding:**

Install native seed throughout the unit to promote native vegetation establishment. Seeding recommended post burn.

**Treatment of Woody Resprouts:**

Maintenance visit to apply herbicide to woody resprouts. Use of amphibious equipment required to access all resprout areas.

**Treatment of Emergent Species:**

Maintenance visit to apply herbicide to emergent vegetation (Cattails, Phragmites, Reed Canary Grass). Use of amphibious equipment required to access areas where vegetation is present.

**Ecological Mowing:**

High mow (6-8") of the unit with brush cutter to control weed growth and allow native plant establishment.

**SIGNED BID PROPOSAL**

Bluestem Ecological Services

Company Name

815.568.2927

Phone Number

sarah@bluestemeco.com

Email

19812 W. Coral Road, Marengo, IL 60152

Address (City, State, Zip)

19812 W. Coral Road, Marengo, IL 60152

Business Address

**Submitted**

**Bidder**

4.4.24

Bluestem Ecological Services

Date

Corporate Name

19812 W. Coral Rd, Marengo, IL 60152

Business Address

Corporate Seal

815.568.2927

Phone Number

Eric Sebert

Signed By

Attest: Secretary

President



## Letter of Deviation

To further clarify Bluestem's scope of work, please read the below clarifications of services proposed to ensure that pricing provided by Bluestem is clearly understood as to what it provisions:

1. **Survey and Summary Report** – Individual reports for all 17 sites will be provided as specified on page 14.
2. **Stewardship** - Bluestem's stewardship services include applying selective herbicide applications to non-native & invasive species and spot-mowing/trimming of non-native & invasive annuals. Bluestem will use professional ecological discretion to determine the appropriate species to target during each visit using integrated pest management best practices to set methodology of work. In some cases, such as SSA#9, No stewardship will take place in emergent areas that are not accessible by foot. Stewardship of SSA #9 will cover approximately 7.8 acres of upland/mesic area, including the woody berm strip. As specified on page 14, 4 visits annually are included. Breezewald may receive more hand-weeding than other sites due to it's high visibility and small size.
3. **Removal of Woody Vegetation** – Forestry Mowing will be used at Alpine Lake, Manor Parking Lot & Coventry Creek. A combination of forestry mowing and hand-clearing will be used at Lake Zurich Public Works and Meadowbrook. Material up to 8" DBH to be cut and burned/chipped on site. No stump grinding or hauling is included. Stump herbicide to be applied to all hand-cleared material.
4. **Prescribed Burn** – All burn notifications to be conducted by Client. Bluestem will solicit IEPA permit and contact fire/dispatch on day-of burn. Due to the unpredictability of the weather, it may be necessary to postpone the burn to the next burn season (Spring 2025). The burn shall be deemed successful if 50% or more of the area is burned, and the client will be charged for the whole amount. If burning is 50% complete or less, despite best efforts by Bluestem, Bluestem will mow the remaining vegetation, and the client will be charged for the whole amount.
5. **Native Seeding** – Bluestem will overseed natural areas following burning. The below quantities are listed as pounds of Pure Live Seed (PLS) across each location.
  - a. Breezewald will be overseeded with a low-profile meadow mix at a rate of 3.375 Lbs.
  - b. Lions Ct will be overseeded with a stormwater/detention mix at a rate of 1.5Lbs PLS
  - c. Oak Ridge Marsh will be overseeded with a savanna mix at a rate of 29Lbs PLS.
  - d. SSA #8 will be overseeded with a combination of low profile wet-mesic mix (3.25 Lbs) and a mesic tallgrass prairie mix (10 Lbs), with the wet-mesic being used predominantly on the West side of the unit, and the tallgrass prairie mix on the East.
6. **Treatment of Woody Resprouts** – As specified on page 14. May include use of a subcontractor for work using amphibious equipment.
7. **Treatment of Emergent Species** - As specified on page 14. May include use of a subcontractor for work using amphibious equipment.
8. **Ecological Mowing** - As specified on page 14. All planted trees & shrubs under 5' in height shall be marked by Client with brightly colored flagging ribbon prior to mow.

19812 W. Coral Road | Marengo, IL 60152  
 815-568-2927 | [sarah@bluestemeco.com](mailto:sarah@bluestemeco.com)

Village of Lake Zurich  
Natural Area Management 2024

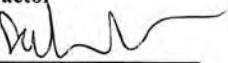
**b. ADA Certification**

The Contractor shall comply with the applicable provisions of the American Disabilities Act and its accompanying regulations (28 CFR 35.130) which prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. The Contractor certifies that by signing this Contract, that any services, programs and activities provided under this Contract are now and will continue to be in compliance with the Americans with Disabilities Act.

**c. Sexual Harassment Certificate**

Contractor hereby certifies that it has a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4) including the following information: 1. An acknowledgment of the illegality of sexual harassment. 2. The definition of sexual harassment under State law. 3. A description of sexual harassment, utilizing examples. 4. The Contractor's internal complaint process including penalties. 5. The legal recourse, investigative and complaint process available through the Illinois Department of Human Rights and the Human Rights Commission. 6. Directions on how to contact the Department of the Commission. 7. An acknowledgment of protection of a complaint against retaliation as provided in Section 6-101 of the Human Rights Act. The Contractor must provide a copy of such written policy to the Illinois Department of Human Rights upon request.

**Contractor**

By:   
Authorized Agent  
Sarah Voska

**18. General Provisions**

- a. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both the Village and the Contractor.
- b. The Contractor shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Work is provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Work.
- c. The Contractor shall not assign or transfer this Contract or any portion thereof without the prior approval of the Village.
- d. The terms of this Contract shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors and assigns.
- e. No claim as a third-party beneficiary under this Contract by any person, firm or corporation shall be made or be valid against the Village.

Village of Lake Zurich  
Natural Area Management 2024

**EXHIBIT B**

**BID PROPOSAL FORM**

**To:** Office of the Village Manager  
Village of Lake Zurich  
70 E. Main Street  
Lake Zurich, IL. 60047

**From:**  
Bluestem Ecological Services  
 Bidder  
815.568.2927  
 Phone Number  
Sarah Voska  
 Bidder's Contact for Bid

19812 W. Coral Road  
 Address (City, State, Zip)  
Marengo, IL 60152  
Email  
sarah@bluestemeco.com  
 Additional Contact information

Having carefully examined the terms set forth in the Notice to Bidders, Instructions to Bidders, Bid Award, General Conditions, Contract and Description of the Work and Procedures and having thoroughly examined the probable work conditions at the work sites/locations and pertinent areas adjacent thereto, the undersigned Bidder acknowledges the same to be accurate and complete insofar as the Work to be performed and related work details are concerned, the undersigned Bidder agrees to furnish all labor, materials, equipment, tools and services or whatever else is required for the Work as set forth in the 2024 Contract Documents for Natural Areas Maintenance documents referenced above.

The undersigned Bidder acknowledges that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease and 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 Bidder further agrees that if the Village 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 Village prior to performing extra work or at a Unit Price determined in the same manner.

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

Upon award of the Contract, the Village will send a Notice of Award to the successful Bidder and the Bidder must then execute the Contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed and Bidder will thereafter shall commence Work not later than ten (10) calendar days thereafter and, unless otherwise provided,

Village of Lake Zurich  
Natural Area Management 2024

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, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract the costs of additional engineering and observation, maintenance of detours, interest, and other items incurred by the Village resulting from the failure of the Bidder to complete the Work within the time specified in the Contract.

The undersigned Bidder agrees to complete the Work by **Friday, December 6, 2024** unless granted additional time in writing by the Village.

Included with this bid Proposal is a bank cashier's check, certified check or bid bond in the amount of \$17,481.44, being ten percent (10%) of the total amount bid by Bluestem Ecological Services, the Bidder, in favor of the Village of Lake Zurich.

It is hereby agreed that, should Bidder be awarded the Contract for services contemplated under this bid and fail or refuse to execute a Contract for the performance of said Work, or to provide the required payment and performance bonds, or letter of credit, and certificate of insurance, then this security, in the amount stipulated above, shall be forfeited and may be retained by the Village of Lake Zurich as liquidated damages and not as a penalty. All bids to remain firm for a period of ninety (90) days after bid opening date. If this Proposal is accepted and the undersigned Bidder fails to execute a Contract as required herein, it is hereby agreed that the amount of the check or draft shall become the property of the Village and shall be considered as payment of damages due to delay and other causes suffered by the Village because of failure to execute said Contract or Contract Bond; upon the undersigned Bidder properly executing a Contract and furnishing a Contract Bond, said check or draft shall be returned to the undersigned.

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

**Bidder hereby bids on all items and has provided a price for all requested services.** The Bidder acknowledges it understands all the requested services for which it has submitted a bid. The undersigned proposes to furnish all labor, materials, tools, equipment and perform all necessary requirements for the Work for the natural areas maintenance with the attached conditions and specifications, and at the terms and schedule prices herein given:

# EMC Insurance Companies® Document A310 - 2010

## Bid Bond

### CONTRACTOR:

(Name, legal status and address)  
 Bluestem Ecological Services, Inc.  
 19812 W. Coral Road  
 Marengo, IL 60152

### OWNER:

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

**BOND AMOUNT:** Ten Percent of the Total Amount Bid (10%)

### PROJECT:

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

2024 NATURAL AREAS MAINTENANCE

### SURETY:

(Name, legal status and principal place  
 of business) Employers Mutual Casualty Company  
 P.O. Box 712  
 Des Moines, IA 50306-0712

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

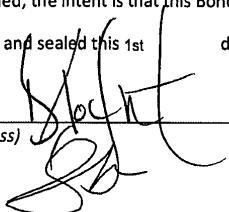
Any singular reference to Contractor, Surety,  
 Owner or other party shall be considered plural  
 where applicable.

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.

Signed and sealed this 1st day of April, 2024

(Witness)  
  
 \_\_\_\_\_

(Witness) Stephanie Shelter

Bluestem Ecological Services, Inc.

(Principal) \_\_\_\_\_ (Seal) \_\_\_\_\_

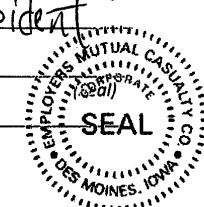
(Title) \_\_\_\_\_ President \_\_\_\_\_

Employers Mutual Casualty Company

(Surety) \_\_\_\_\_ (Title) \_\_\_\_\_

Annette Albach

(Title) Annette Albach, Attorney-in-Fact



061110

This document conforms to the wording and provisions of the AIA A310-2010 bond form.

Init.  
 /



P.O. Box 712 • Des Moines, Iowa 50306-0712

### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

#### KNOW ALL MEN BY THESE PRESENTS, that:

1. Employers Mutual Casualty Company, an Iowa Corporation
2. EMCASCO Insurance Company, an Iowa Corporation
3. Union Insurance Company of Providence, an Iowa Corporation
4. Illinois EMCASCO Insurance Company, an Iowa Corporation
5. Dakota Fire Insurance Company, a North Dakota Corporation
6. EMC Property & Casualty Company, an Iowa Corporation

hereinafter referred to severally as "Company" and collectively as "Companies", each does, by these presents, make, constitute and appoint:

**Annette Albach**

its true and lawful attorney-in-fact, with full power and authority conferred to sign, seal, and execute the Bid Bond

Any and All Bonds

and to bind each Company thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of each such Company, and all of the acts of said attorney pursuant to the authority hereby given are hereby ratified and confirmed.

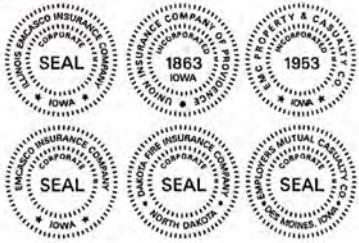
### AUTHORITY FOR POWER OF ATTORNEY

This Power-of-Attorney is made and executed pursuant to and by the authority of the following resolution of the Boards of Directors of each of the Companies at the first regularly scheduled meeting of each company duly called and held in 1999:

**RESOLVED:** The President and Chief Executive Officer, any Vice President, the Treasurer and the Secretary of Employers Mutual Casualty Company shall have power and authority to (1) appoint attorneys-in-fact and authorize them to execute on behalf of each Company and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof; and (2) to remove any such attorney-in-fact at any time and revoke the power and authority given to him or her. Attorneys-in-fact shall have power and authority, subject to the terms and limitations of the power-of-attorney issued to them, to execute and deliver on behalf of the Company, and to attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and any such instrument executed by any such attorney-in-fact shall be fully and in all respects binding upon the Company. Certification as to the validity of any power-of-attorney authorized herein made by an officer of Employers Mutual Casualty Company shall be fully and in all respects binding upon this Company. The facsimile or mechanically reproduced signature of such officer, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power-of-attorney of the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

**IN WITNESS THEREOF,** the Companies have caused these presents to be signed for each by their officers as shown, and the Corporate seals to be hereunto affixed this 22nd day of September, 2022.

Seals



*Scott R. Jean*

Scott R. Jean, President & CEO  
of Company 1; Chairman, President  
& CEO of Companies 2, 3, 4, 5 & 6

*Todd Strother*

Todd Strother, Executive Vice President  
Chief Legal Officer & Secretary of  
Companies 1, 2, 3, 4, 5 & 6

On this 22nd day of September, 2022 before me a Notary Public in and for the State of Iowa, personally appeared Scott R. Jean and Todd Strother, who, being by me duly sworn, did say that they are, and are known to me to be the CEO, Chairman, President, Executive Vice President, Chief Legal Officer and/or Secretary, respectively, of each of the Companies above; that the seals affixed to this instrument are the seals of said corporations; that said instrument was signed and sealed on behalf of each of the Companies by authority of their respective Boards of Directors; and that the said Scott R. Jean and Todd Strother, as such officers, acknowledged the execution of said instrument to be their voluntary act and deed, and the voluntary act and deed of each of the Companies.

My Commission Expires October 10, 2025.

*Kathy Loveridge*

Notary Public in and for the State of Iowa

### CERTIFICATE

I, Ryan J. Springer, Vice President of the Companies, do hereby certify that the foregoing resolution of the Boards of Directors by each of the Companies, and this Power of Attorney issued pursuant thereto on 22nd day of September, 2022, are true and correct and are still in full force and effect.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 1st day of April, 2024.

*Ryan J. Springer*  
Vice President

7854 (9-22)

B025973-NA M6633 969 A 000000

"For verification of the authenticity of the Power of Attorney you may call (515) 345-7548."



### **Employers Mutual Casualty Company – Seal Addendum**

In light of the impacts surrounding the COVID-19 virus and resultant governmental measures to limit social contact in all settings, Employers Mutual Casualty Company hereby authorizes its Attorneys-in-Fact to affix Employers Mutual Casualty Company's corporate seal to any bond executed by said Attorney-in-Fact for Employers Mutual Casualty Company by attaching this Seal Addendum. In accordance with the above, Employers Mutual Casualty Company hereby affirms that the corporate seal hereon shall be deemed affixed to said bond with the same force and effect as if Employers Mutual Casualty Company's raised corporate seal was present.

Dated this 3rd day of April, 2020.

**Employers Mutual Casualty Company**



By:

James D. Clough, Vice President

717 Mulberry Street | Des Moines, IA 50309-3872 | P.O. Box 712 | Des Moines, IA 50306-0712 | 515.280.2511 | 800.447.2295 | [www.emcins.com](http://www.emcins.com)

Employers Mutual Casualty Company  
EMCASCO Insurance Company  
EMC Reinsurance Company

Illinois EMCASCO Insurance Company  
Dakota Fire Insurance Company  
EMC Property & Casualty Company

Union Insurance Company of Providence  
EMC Risk Services, LLC

EMC Underwriters, LLC  
EMC National Life Company (affiliate)



### *Project Reference*

## 2024 Natural Area Maintenance

#### 1997-1998-1999



*At the Heart of Community*

OFFICE OF THE VILLAGE MANAGER

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

**MEMORANDUM**

Date: April 10, 2024

To: Mayor Tom Poynton  
Village Board of Trustees

From: Ray Keller, Village Manager

*PK*

**Subject: Intergovernmental Agreement with Lake County Housing Authority**

MEMORANDUM

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C

**Issue:** The Lake County Housing Authority is requesting approval of an intergovernmental agreement to secure potable water and sanitary sewer services from the Village of Lake Zurich for their property at 22843 Lakewood Lane, the property formerly known as Midlothian Manor.

**Village Strategic Plan:** This agenda item is consistent with the following objectives under Goal #1 – Fiscal Sustainability: Identify opportunities to provide services to other agencies.

**Background:** The subject property at 22843 North Lakewood Lane comprises an irregularly-shaped assemblage of two contiguous parcels under single ownership with a land area of 111,795 square feet (approx. 2.6 acres). The Subject Property is currently improved with a 1-story residential building, a parking lot and a detention pond. The property is also presently served by well and septic.

The Lake County Housing Authority purchased and developed the subject property in 2001 for use as an assisted living/supportive housing facility. In 2010, the Housing Authority decided to close the building, leaving the property vacant since then except for recent occasional office use. In June-July 2023, the Village's Planning & Zoning Commission conducted a public hearing process for petitions by the Housing Opportunity Development Corporation to annex the property to Lake Zurich and redevelop it for a new apartment complex. The petitions were subsequently withdrawn by the petitioner.

**Analysis:** The Lake County Housing Authority continues to contemplate the future use and/or redevelopment of the subject property. To improve public health and safety and to facilitate the future reuse of the property, the Housing Authority is requesting permission to connect to the Village's potable water and sanitary systems. The property would remain outside of the Village's jurisdiction and would be subject to the zoning and development regulations of Lake County. As the Village has previously authorized the provision of water and sewer services to non-resident properties (e.g. Kildeer Crossings), and the Village has the discretion to enter into an

intergovernmental agreement with the Housing Authority to provide services as set forth in the Illinois Municipal Code.

If approved, the Housing Authority could connect the subject property to the Village's twelve-inch water main located along Lakewood Lane and to the Village's twelve-inch sanitary sewer located along Midlothian Road. Though subject to the County's development approval process, the Housing Authority and/or future development partner would also need to submit permits and plans to the Village, demonstrating compliance with the Village's water and sewer connection requirements.

The Housing Authority and/or a successor property owner would be required to pay the Village the requisite water and sewer connection fees in effect at the time of connection, as well as the ongoing user fees, at the nonresident rates. The exact connection fees would be calculated at that time based on the proposed land use and the projected demand for water and sewer capacity. Should the redevelopment of the property result in additional housing units, the Housing Authority would be responsible for paying any increased connection fees that the Village would owe to CLCJAWA (at the time of connecting to their system) as a result. The intergovernmental agreement is valid until July 1, 2029, by which time the Housing Authority would be required to connect to the Village's system, unless otherwise extended by the Village.

**Recommendation:** Staff recommend approval of the provided intergovernmental agreement between the Village of Lake Zurich and the Lake County Housing Authority.

**AN INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE VILLAGE OF LAKE ZURICH AND  
THE LAKE COUNTY HOUSING AUTHORITY IN REGARD TO PROVIDING  
WATER AND SEWER SERVICE**

THIS AGREEMENT (hereinafter referred to as the "Agreement") is entered into this 9<sup>th</sup> day of April, 2024, by and between the VILLAGE OF LAKE ZURICH (hereinafter referred to as "VILLAGE") and the LAKE COUNTY HOUSING AUTHORITY, 33928 North Route 45, Grayslake, Illinois, Lake County, Illinois (hereinafter referred to as "LCHA"). The VILLAGE and LCHA are hereinafter sometimes individually referred to as a "Party" and collectively referred to as the "Parties."

**WITNESSETH**

WHEREAS, the property located at 22843 North Lakewood Lane is an irregularly-shaped tract comprised of two parcels, held in single ownership, with a land area of 111,795 square feet, approximately 2.6 acres in size ("Subject Property") and

WHEREAS, the Subject Property is located in unincorporated Lake County, Illinois, zoned R-1 Residential in the County and is adjacent to the VILLAGE and is currently developed with a 1-story residential building containing 14 units, common areas, and a parking lot containing 18 spaces; and

WHEREAS, the Lake County Housing Authority ("LCHA") is a public housing agency for qualified low-income families, the elderly, and persons with disabilities; and

WHEREAS, the LCHA manages several funded programs including public housing, housing choice vouchers and subsidized affordable housing units for rental assistance designed to enable participating families to achieve economic independence; and

WHEREAS, the Subject Property has been under the ownership of the Lake County Housing Authority ("LCHA") since 2001 when the construction of the existing residential building was completed; and

WHEREAS, in 2010, the LCHA decided to close the building and it has remained vacant since that time under their maintenance; and

WHEREAS, the VILLAGE operates a waterworks and a sanitary sewer system designed and primarily serving the residents of the VILLAGE; and

WHEREAS, the VILLAGE has authorized the provision of water and sanitary sewer services to non-resident property owners, at the discretion of the VILLAGE; and

WHEREAS, the VILLAGE has a twelve-inch watermain located in the right-of-way of Lakewood Lane (hereinafter referred to as the "Village Watermain"); and

WHEREAS, the VILLAGE has a twelve-inch sanitary sewer main located in the right-of-way of Midlothian Road (hereinafter referred to as the "Village Sanitary Sewer Main"); and

WHEREAS, to address the health and safety concerns of their continuing to rely on a shallow well and a septic field the Subject Property seeks to connect the Subject Property to the potable water and sanitary sewer systems of the VILLAGE; and

WHEREAS, the VILLAGE and LCHA agree that LCHA will prepare plans and specifications for the project, as needed, to complete the Watermain and Sanitary Sewer Main connections, ("Project") and construct the Project, at its sole cost and expense, subject to the terms and conditions as more fully set forth below; and

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and 5 ILCS 220/1, *et seq.*, the Illinois Municipal Code and applicable law, provide the authority for this Agreement; and

WHEREAS, it is in the best interests of the residents of the VILLAGE and the community to enter into this Agreement with LCHA.

NOW, THEREFORE, in consideration of the foregoing, and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the Parties, the Parties hereto agree as follows:

**1. INCORPORATION OF PREAMBLES.** The preambles hereto, as set forth above, are incorporated herein by reference and are made part hereof.

**2. LCHA PROJECT.** In relation to the Project and Project plans, LCHA agrees, at its sole cost and expense, to:

- A. Prepare all plans and submittals required to construct the Project in accordance with all VILLAGE requirements and applicable law;
- B. Present final plans for the Project to the VILLAGE for review and consideration, prior to moving forward with the construction of the Project;
- C. Grant to the VILLAGE and/or obtain any necessary temporary construction easements relative to the Project.
- D. Provide, through LCHA's engineering staff, all design and resident engineering supervision and reports during the construction of the Project;

- E. Pay all connection fees required by VILLAGE, relative to the connection of the Subject Property to the VILLAGE Watermain and Sanitary Sewer Main as a result of the Project, and pay those ongoing service and water/sewer usage rates and charges at the non-resident rates established by VILLAGE Code, as amended from time to time; and
- F. Construct the Project, in substantial compliance with the approved plans approved by the VILLAGE.

3. **PROJECT COMPLETION AND SERVICE.** In relation to the plans and the Project, the VILLAGE agrees to:

- A. Accept title to the public portions of the Project upon completion by LCHA, and inspection and approval thereof by the VILLAGE; and
- B. Allow the Subject Property to connect to the VILLAGE waterworks system and sanitary sewer system and to charge the LCHA the water rate established by the VILLAGE for "non-resident" water customers, relative to all water supplied by the VILLAGE to LCHA.

4. **OWNERSHIP AND MAINTENANCE.**

- A. The Village will own and maintain the water service pipes from the water main up to, and including, the curb stop and valve box. LCHA will own, properly maintain, and be liable for all repairs of the water service pipes from the connection to the curb stop and to the plumbing connection at the water meter spread. The Village shall be responsible for the maintenance and repairs of water meters. The customer shall be liable for all damage to the water meter by any person or source other than an authorized Village official or agent. The customer shall keep all debris from entering into and/or damaging the curb stop, valve box, and Village's water main.
- B. LCHA shall own, properly maintain, and be liable for all maintenance and repairs of the building drain and building sewer from its connection to the Village sewer main. LCHA shall keep all debris from damaging the Village's sewer main.
- C. If at any time LCHA fails to properly maintain any pipe, connection or equipment for which LCHA is responsible, then the Village may immediately perform such maintenance as the Village determines is required and charge all costs and expenses related thereto to LCHA. If LCHA does not pay all such costs and expenses within ninety (90) days after receipt of a written invoice therefor from the Village, then the Village may convert such costs

and expenses into a lien against such premises and may proceed against and foreclose such lien in the manner provided by law. The Village also shall have the right to pursue any other legal means of collecting delinquent service charges, whether by collection service or other means and regardless of whether the Village has filed a lien for such charges.

5. **WATER METER.** The Subject Property must be equipped with a VILLAGE approved water meter, the cost of the meter to be borne by LCHA. LCHA agrees to provide VILLAGE ongoing access to the water meter and remote reader.

6. **SURVEY AND INVESTIGATIONS**

- A. The Village has the right to cause surveys and investigations to be made of the Subject Property to determine whether actual or potential hazards to the waterworks system may exist. A reasonable fee covering the cost of the survey or investigation may be levied against LCHA if the need for a survey and investigation of the Subject Property arises. At the request of the Village, LCHA agrees to furnish information regarding the piping system or systems or water use within the customer's premises. The refusal of such information, when requested, shall, within the discretion of the Superintendent of Water, be deemed evidence of the presence of improper connections as provided in VILLAGE Code.
- B. Connections between the waterworks system or other potable water supply systems and other systems or equipment containing nonpotable water or other substances of unknown or questionable quality are prohibited except when and where approved cross-connection control devices or methods are installed, tested, and maintained to ensure proper operation on a continuing basis. There shall be no arrangement or connection by which an unsafe substance may enter the waterworks system or other potable water supply system or an auxiliary water supply approved by the VILLAGE.
- C. The Subject Property must be open at all reasonable times for VILLAGE inspection of any cross-connection control device for the purposes of verifying the presence or absence of cross-connections, inspecting the installation, testing, maintenance, and repair of cross-connection control devices, verifying information submitted by LCHA regarding the required cross-connection control device inspection, and ensuring that the requirements of this section have been properly executed.

7. **CONSTRUCTION OF THE PROJECT.** The timeline for the completion of the Project by LCHA shall be on or before July 1, 2029. Unless otherwise agreed in writing by the Parties, in the event that LCHA does not so proceed, this Agreement shall become null and void, and LCHA shall have no further rights to construct the Project or connect to the VILLAGE waterworks or sanitary sewer systems.

**8. PROJECT BILL OF SALE.** Upon completion of the Project and confirmation by VILLAGE that the Project has been constructed in proper compliance with the plans therefor, pursuant to a review by the VILLAGE of a set of "as-built" drawings for said Project to be provided by LCHA to the VILLAGE, LCHA shall convey such portions of the Project, that are to become part of VILLAGE'S water system and sanitary sewer system, to the VILLAGE, pursuant to a Bill of Sale, with VILLAGE thereafter having the sole ownership of and maintenance obligation relative to said portions of the Project located with VILLAGE right-of-way.

**9. RIGHT-OF-ENTRY - SURVEYING, ENGINEERING, DESIGN AND CONSTRUCTION.** The VILLAGE hereby grants to LCHA, and LCHA's designated contractor(s), personnel and consultants, the right to enter upon any rights-of-way or easements under the jurisdiction of VILLAGE, and access the VILLAGE Watermain and Sanitary Sewer Main, for the purpose of surveying, engineering, designing and constructing the Project contemplated by this Agreement. Any openings in or to the right-of-way shall require prior notice to the VILLAGE, the prior approval of the VILLAGE following such notice and the requirements of the VILLAGE Code regarding such right-of-way use.

**10. INDEMNIFICATION.** LCHA shall indemnify and hold harmless the VILLAGE, and its elected officials, officers, agents and employees, with respect to any claim or loss, including, but not limited to, attorney's fees, costs and expenses of litigation, claims and judgments related to any and all claims, including those for damages or liability of any kind, which may arise, either directly or indirectly, related to or stemming from the connection of the Subject Property to the VILLAGE water and sanitary sewer systems, and any actions or challenges thereto brought against the VILLAGE by any person, association or entity, and/or out of the acts or omissions of LCHA, or its elected officials, officers, agents, employees, consultants or contractors, arising from the design or construction of the Project. LCHA further agrees to require any contractor to include the VILLAGE, and its elected officials, officers, agents and employees, as additional insureds on the insurance policies required of the contractor relative to the Project, which insurance policies shall be written with insurers and in amounts reasonably satisfactory to the VILLAGE.

**11. INSURANCE.** LCHA agrees to obtain and furnish at their own expense insurance policies that are acceptable to the VILLAGE, protecting the VILLAGE from any and all damages, claims and losses on a primary and noncontributory basis relative to the initiation and completion of the Project, and including those matters covered by the LCHA indemnification commitments set forth at paragraph 10 hereinabove. LCHA agrees to cause Contractual Liability Endorsements to be issued by the insurance companies (and attached to the policies of insurance) to include under the coverage therein extended an obligation on the part of the insurers to insure against LCHA's liability hereunder and to indemnify the VILLAGE against losses, liability, costs, expenses, attorney's fees and court costs. Contractual Liability Endorsements to the policies shall include as named co-insureds the VILLAGE. In addition, Certificates of Insurance adding the VILLAGE as Additional Insureds on LCHA's and Contractor's Comprehensive General Liability Policy, Worker's Compensation, Auto Liability and Professional Errors and Omissions coverages shall be submitted to the VILLAGE. All such contracts of insurance shall provide for thirty (30)

days advance notice to the City of cancellation thereof. The Certificate of Insurance and policies and endorsements required hereunder shall be submitted to and approved by the VILLAGE before work on the Project is permitted to be started. Reference to "VILLAGE" in this paragraph 11 shall include its elected officials, officers, agents and employees.

**12. NO WAIVER OF TORT IMMUNITY DEFENSES.** Nothing contained in any provision of this Agreement is intended to constitute, nor shall constitute, a waiver of the defenses available to any of the Parties under the Illinois Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 10/1-101 *et seq.*) with respect to claims by third parties.

**13. WATER CONSERVATION REGULATIONS.** LCHA shall be subject to the same regulations and conservation restrictions or limitations as shall apply to all VILLAGE residents and users of the VILLAGE watermain and sanitary sewer main.

**14. PROHIBITED CONTACT WITH SYSTEMS.** Except for authorized VILLAGE personnel no other person shall access, open, connect to or adjust any VILLAGE watermain, sanitary sewer main or facilities accessory thereto operated by the VILLAGE. The VILLAGE reserves the right to discontinue service to the LCHA, as with any customer, who is negligent or wasteful in the use of water.

**15. THIRD PARTY CHARGES/FEES.** In the event that the VILLAGE connects to the Central Lake County Joint Action Water Agency ("CLCJAWA") or other water source or provider, or to any sanitary sewer entity or system providing service or supporting the VILLAGE sanitary sewer system, LCHA, along with its successors or assigns, are solely responsible for the payment of any and all fees and charges, including, but not limited to connection, service or other fees required by CLCJAWA or other entity or provider other than the VILLAGE, for any residential units or other users on the Subject Property. If the VILLAGE is assessed any additional charges or fees due to the VILLAGE connection to or use of outside water sources or providers, or sanitary sewer service sources or providers, LCHA agrees to reimburse the VILLAGE for any such fees or charges attributable to use on the Subject Property. LCHA and its successors and assigns shall remain responsible at all times for such charges and fees as are attributable to LCHA's use or its connection to the VILLAGE systems.

**16. DEFAULT.** If LCHA shall refuse, neglect or fail to promptly make any payments when due, or fail to comply with, correct or perform any of the conditions or obligations on its part within thirty (30) days written notice of such failure, the Village shall have the right to shut off the supply at the expiration of ten (10) days after giving such notice, to terminate this Agreement, or to take such other steps as are available to it in law or in equity. Shutting off the water supply or terminating this Agreement shall not release LCHA from its obligation to make payment for any amount or amounts due to become due in accordance with the terms thereof.

**17. NOTICE.** Except as otherwise provided herein, any notice, request, demand or other communication, provided for by this Agreement, shall be in writing and shall be deemed to have been duly received upon: (a) actual receipt if personally delivered and the sender received written confirmation of personal delivery; (b) receipt as indicated by the written or

electronic verification of delivery when delivered by overnight courier; or (c) three (3) calendar days after the sender deposits the notice with the U.S. Post Office when sent by certified or registered mail, return receipt requested. Notice shall be sent to the addresses set forth below, or to such other address as either Party may specify in writing.

If to the Village:

Ray Keller  
Village Manager  
Village of Lake Zurich  
70 E. Main St.  
Lake Zurich, IL 60047  
(847) 540-1693

With copies to:

Scott Uhler  
Village Attorney  
Klein Thorpe & Jenkins  
20 N. Wacker Dr., Ste. 1660  
(312) 771-4875

Mike Brown  
Director of Public Works  
Village of Lake Zurich  
505 Telser Rd.  
Lake Zurich, IL 60047  
(847) 540-5066

If to LCHA:

Lorraine Hocker, Executive Director/CEO  
Lake County Housing Authority  
33928 North U.S. Highway 45  
Grayslake, IL 60030

With a copy to:

Michelle Perkins, Operations Deputy  
Lake County Housing Authority  
33928 North U.S. Highway 45  
Grayslake, IL 60030

Emergency Contact phone numbers:  
Lorraine Hocker, 847-650-6848  
Michelle Perkins: 847-732-0674

Until or unless other addresses or phone numbers are specified by notice given in accordance herewith. Emergency notification may be made by phone to the emergency contact number provided herein. Each Party shall give reasonable notice to the other Party of any interruption of service, change in pressure or any emergency that may have an effect upon the water service to other Party under the terms of this Agreement.

#### **18. ADDITIONAL REQUIREMENTS**

- A. LCHA agrees to comply with all terms and conditions applicable to customers of the VILLAGE water and sanitary sewer systems and with all applicable federal, state, Village and other applicable laws and regulations.
- B. This Agreement and all terms and provision herein shall be a covenant that runs with the land and is binding upon all successors and assigns of LCHA and parties acquiring any ownership rights in the Subject Property.
- C. This Agreement constitutes the entire agreement between the Parties and can only be amended by mutual agreement of the Parties, in writing.
- D. Failure to exercise any right hereunder shall not constitute a waiver of such right.
- E. This Agreement shall be interpreted under and pursuant to the laws of the State of Illinois. Venue for any action brought related to this Agreement shall be in the Circuit Court of Lake County, Illinois.
- F. In the event that any term or provision of this Agreement is found or declared to be unlawful or unenforceable in any fashion, or any body with jurisdiction does not abide by or refuses to enforce the terms hereof, such act shall not affect the validity of the remaining terms herein.
- G. This Agreement may be cancelled by LCHA upon twelve (12) months written notice to the VILLAGE of intention to cancel following the first term of the Agreement.
- H. This Agreement shall not substitute for or supplant the terms of the Village Code applicable to the operation of the VILLAGE waterworks and sanitary sewer systems, and the regulations governing use by customers and users of those systems. In the event of any direct conflict between the terms of this Agreement and any other term, condition, ordinance or agreement, this Agreement shall control.

**19. COUNTERPARTS.** This Agreement shall be executed simultaneously in two (2) counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

**20. EFFECTIVE DATE.** This Agreement shall be deemed dated and become effective on the date on which the last of the Parties executes this Agreement, as set forth below.

**IN WITNESS WHEREOF**, the VILLAGE OF LAKE ZURICH, pursuant to authority granted by the adoption of a motion or Resolution by its Board of Trustees, has caused this Agreement to be executed by its President and attested by its Deputy Clerk; and LAKE COUNTY HOUSING AUTHORITY, pursuant to authority granted by the adoption of a motion or Resolution by its governing board, has caused this Agreement to be signed by its authorized officials.

## Lake County Housing Authority

## **VILLAGE OF LAKE ZURICH**

By: Parvin Hodder (44)

Lorraine Hocker  
Executive Director/CEO

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

**ATTEST:**

**ATTEST:**

Kathleen Johnson  
Village Clerk

Dated: April 9, 2024

Dated: \_\_\_\_\_, 2024

## ACKNOWLEDGEMENTS

STATE OF ILLINOIS )  
 ) SS  
COUNTY OF LAKE )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Thomas Poynton and Susan Greene, personally known to me to be the Village President and Deputy Village Clerk of the Village of Lake Zurich, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Village President and Deputy Village Clerk, respectively, appeared before me this day in person and severally acknowledged that, as such

Village President and Deputy Village Clerk, they signed and delivered the signed instrument, pursuant to authority given by the Village of Lake Zurich, as their free and voluntary act, and as the free and voluntary act and deed of said Village of Lake Zurich, for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

STATE OF ILLINOIS        )  
                              ) SS  
COUNTY OF LAKE        )

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that the above-named Lorraine Johnson, personally known to me to be the Executive Director of the Lake County Housing Authority, and also known to me to be the same persons whose names are subscribed to the foregoing instrument as such Lorraine Johnson and \_\_\_\_\_, respectively, appeared before me this day in person and severally acknowledged that, as such Executive Director and \_\_\_\_\_, they signed and delivered the signed instrument, pursuant to authority given by the Lake County Housing Authority, as their free and voluntary act, and as the free and voluntary act and deed of said Lake County Housing Authority for the uses and purposes therein set forth.

GIVEN under my hand and Notary Seal, this 9 day of April, 2024.

Heidi Renee Semenek  
\_\_\_\_\_  
Notary Public

My Commission Expires October 26, 2026





# VILLAGE MANAGER'S OFFICE

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## MONTHLY INFORMATION REPORT

**MARCH 2024**

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

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

### **A Look Back at March 2024...**

#### **Main Street Corner Property**

In March, the Village Board approved a redevelopment agreement with True North Properties to purchase from the village and redevelop 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 buying this property from the village and is required to invest 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. 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.

#### **Lake Zurich Secures Manufacturing Expansion with Smalley Steel Ring**

Smalley Steel Ring in the industrial park has committed to a massive expansion in Lake Zurich, investing \$51 million in a multi-phased expansion effort that will not be finished until 2040.

Smalley Steel Ring has been operating in Lake Zurich since 2002 and is a global supplier of wave springs, retaining rings, and section rings that are used in precision manufacturing for multiple industry segments. Lake Zurich is home to its global headquarters and a state-of-the-art manufacturing facility. The company is truly global with locations in China, France, and Sweden.

As a manufacturer, Smalley is a driver of economic growth in the area. The company employs nearly 600 full-time people. With Lake Zurich's support, Smalley is going to remain competitive in the global manufacturing environment. Its hometown expansion plans include:

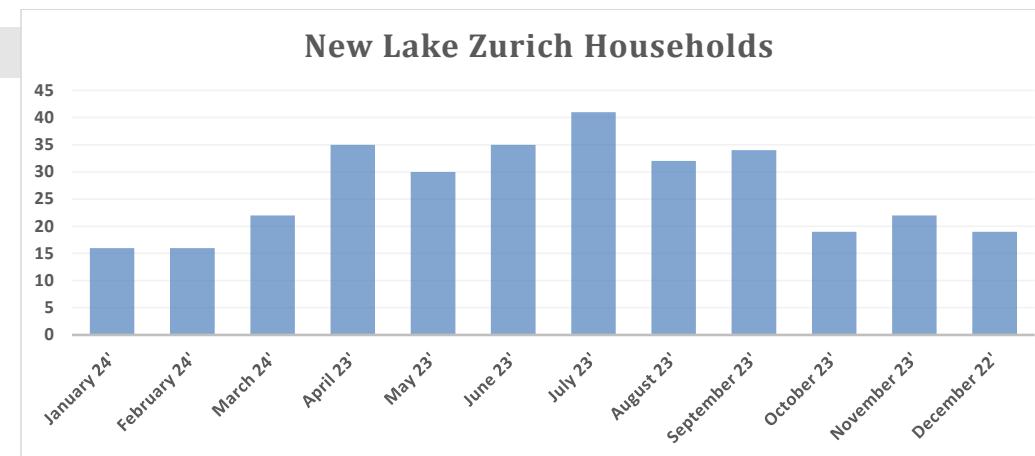
- 86,000 square feet of new office space.
- 100,000 square feet of warehouse space.
- 13,420 square feet of manufacturing space.

This project was made possible as part of Lake Zurich's strategic goal of using the industrial community redevelopment area to strengthen the local tax base, provide more job opportunities, and boost local revenues that are dedicated to industrial infrastructure investment.

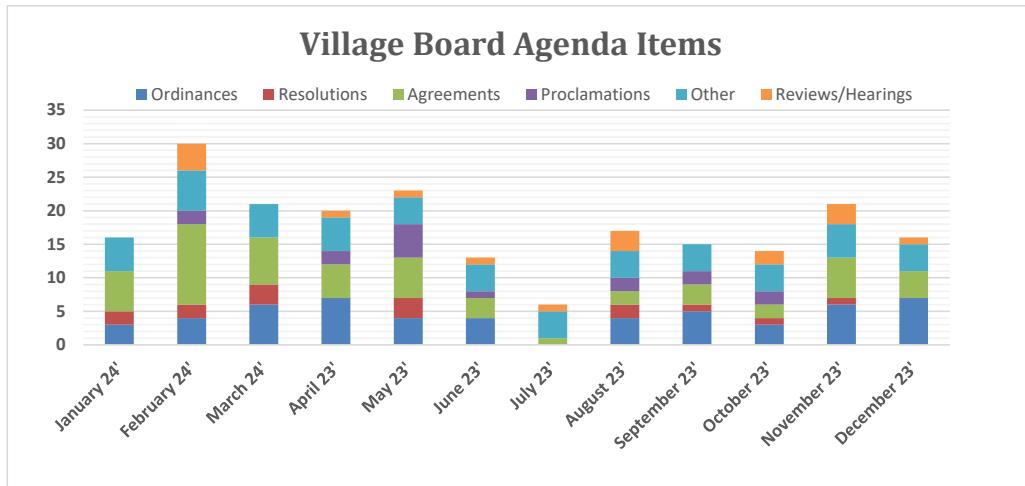
#### **2024 Infrastructure Investment**

In March, the Village Board also approved a large \$5.6 million contract that was competitively bid in mid-February. 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.



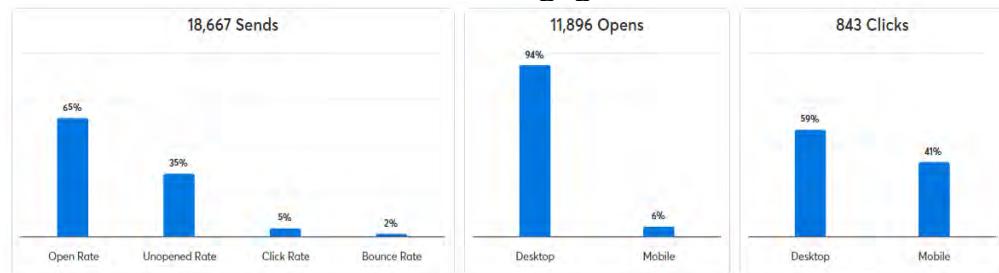
This metric shows the number of new residential homes occupied. Each month, staff sends new Lake Zurich residents a Village welcome packet that provides valuable information to those who are not familiar with the Lake Zurich area or the services offered by their local government. This metric does not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



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

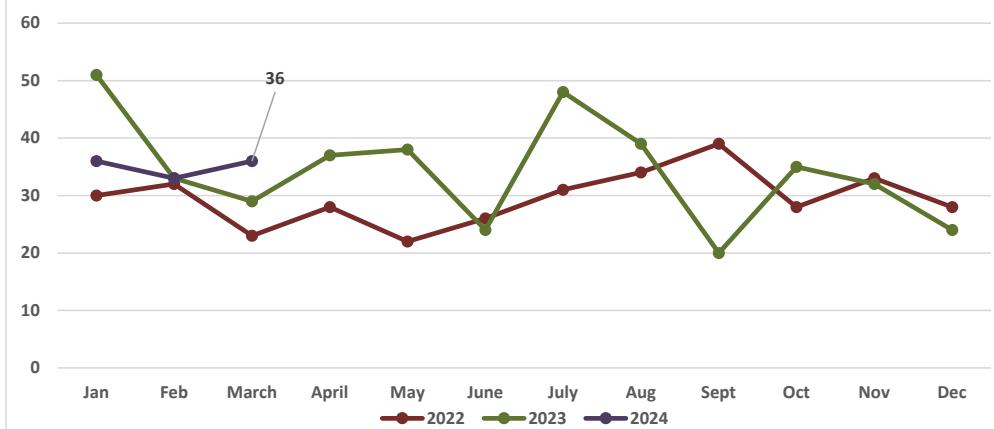
**Average length of regular March Village Board meetings: 1 hour 5 minutes**

### Benchmarks Engagement

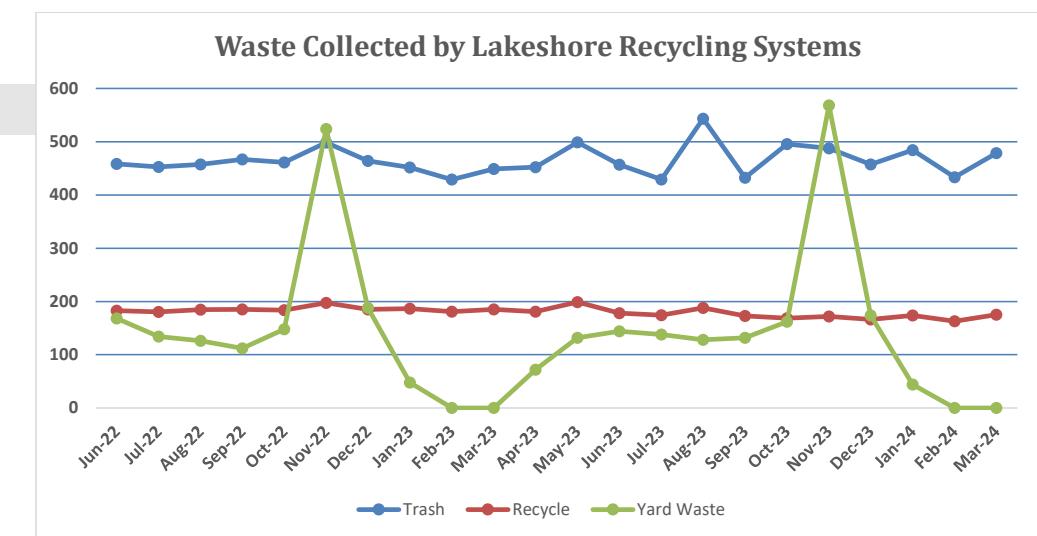


*Benchmarks* is the official Village e-newsletter that is a central communication device for the community. This graph shows *Benchmarks* rates over the past month. From an initial subscription rate of 756 in July 2013, *Benchmarks* now has over 6,000 subscribers.

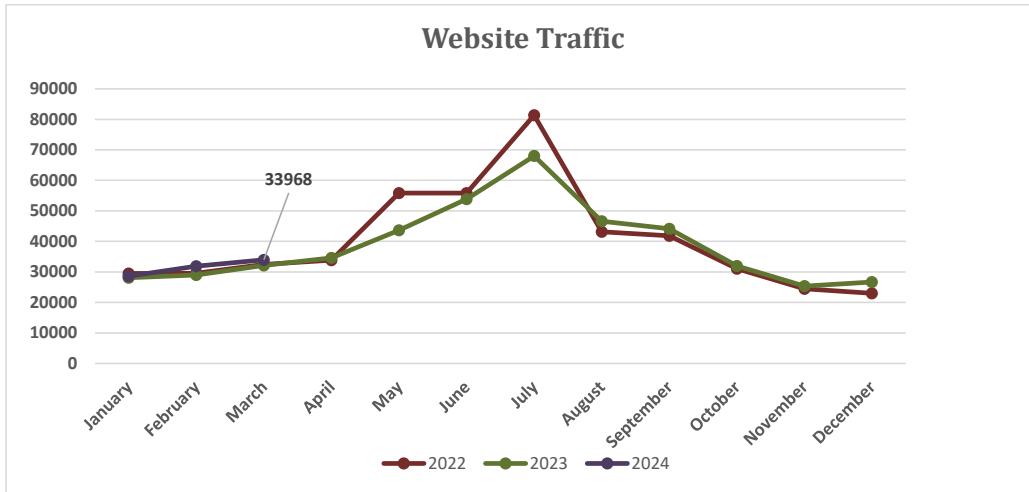
### FOIA Requests Village-Wide



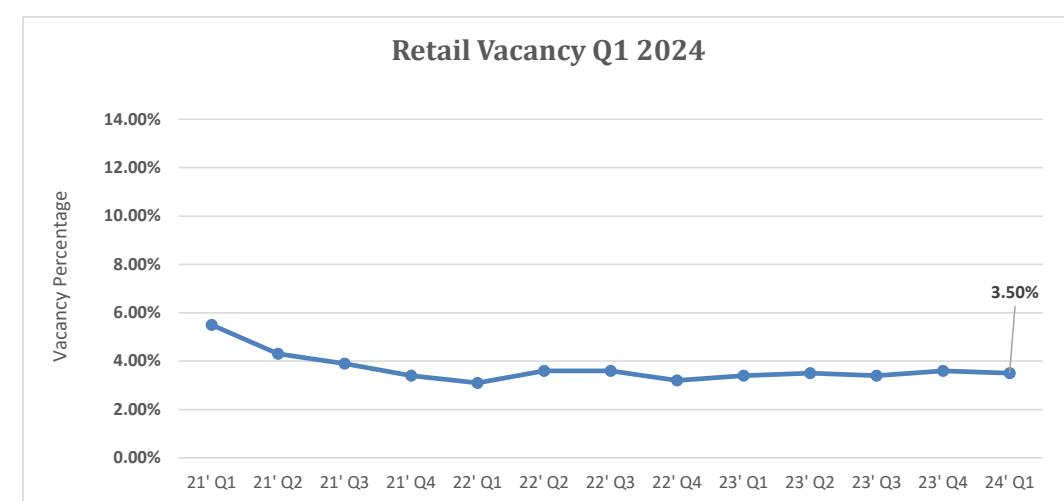
Open and honest government is a cornerstone of American democracy. The Freedom of Information Act is intended to ensure that members of the public have access to information about their government and its decision-making processes. This graph includes all of the FOIA requests received Village-wide among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



Prairieland Disposal began service to Lake Zurich in September 2020. Lakeshore Recycling Systems (LRS) took over service in October 2021. The above metric reports the volume of waste collected each month including trash, recycling, and yard waste. This metric is updated once per quarter. *Trash* and *Recycling* is reported in tons while *Yard Waste* is reported in cubic yards.



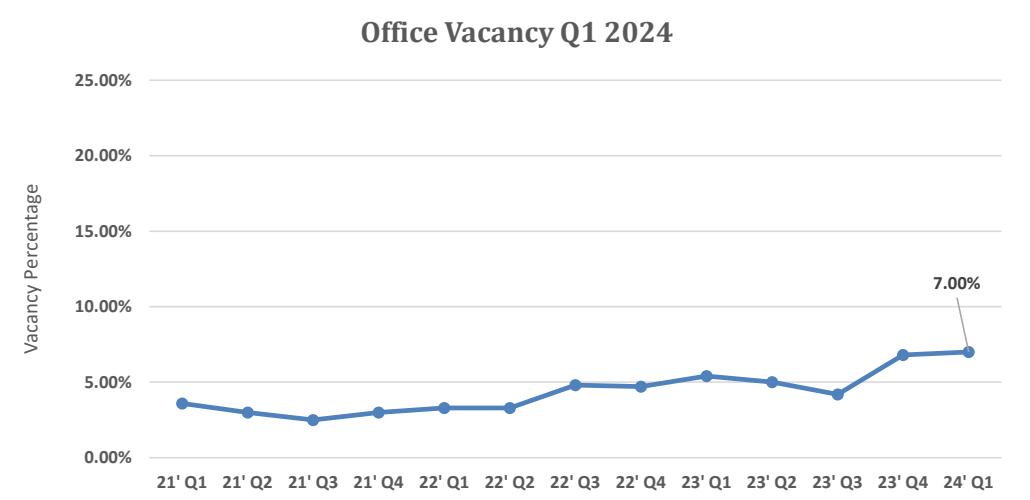
This data represents the number of visits to LakeZurich.org. A digital presence for Lake Zurich is important for government transparency and providing resident-oriented service. E-government can also improve the overall democratic process by increasing collaboration with citizens and facilitating decision-making.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



The Lake Zurich retail vacancy rate remained nearly unchanged in Quarter 1 of 2024 from 3.6% to 3.5% vacant compared to the fourth quarter (*based on Lake County Partners data*). As of March 31, 2024, there was 94,358 square feet of retail space reported vacant in Lake Zurich, with average rates at \$18.50 per square foot (nnn).

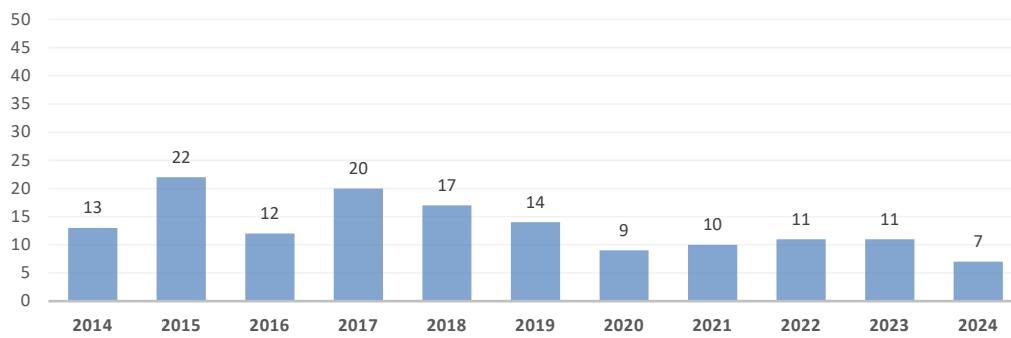


The Lake Zurich industrial vacancy rate has remained flat at 2.3% in Quarter 1 of 2024 compared to Q4 and Q3 of 2023, when the same 2.3% was reported vacant (*based on Lake County Partners data*). As of March 31, 2024, there was 128,546 square feet of industrial space reported vacant in Lake Zurich, with average rates at \$5.21 per square foot (nnn).



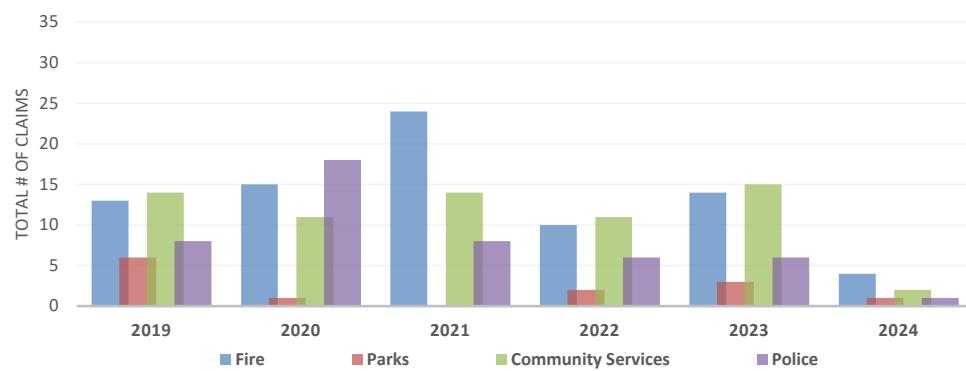
The Lake Zurich office vacancy rate increased to 7% in Quarter 1 of this year compared to Quarter 4 at 6.8% vacant (*based on Lake County Partners data*). As of March 31, 2024, there was 28,057 square feet of office space reported vacant in Lake Zurich, with average rates at \$25.19 per square foot (full service).

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

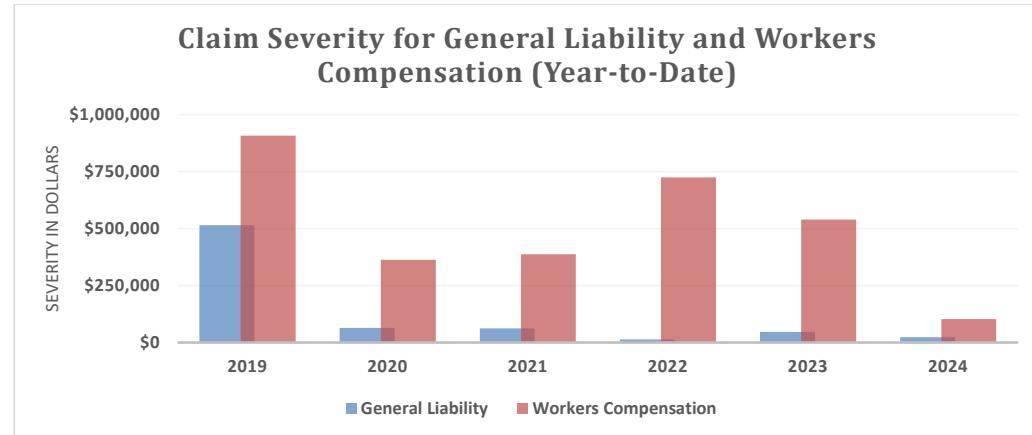


Risk management insurance coverage is provided by the Intergovernmental Risk Management Agency, a risk sharing pool of approximately 70 local municipalities and special service districts, which have joined together to manage and fund their property/casualty/workers' compensation claims. This metric reports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

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



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



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



This metric shows the number of new hires over the past year. Includes full-time, part-time, and seasonal employees. A large number of seasonal staff are hired each spring to accommodate parks and recreation programs and lifeguards for the beaches.



# COMMUNITY DEVELOPMENT DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2024**

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

505 TELSER ROAD  
LAKE ZURICH, IL 60047

## DEPARTMENT NARRATIVE

During the month of March 2024, the Community Development Department was engaged in the following activities:

**BUILDING & ZONING DIVISION:**

**Commercial Permits Issued: 0**

**Commercial Occupancies Issued: 0**

**FOIA Requests:** Total number of FOIA requests: 0

**PLANNING AND DEVELOPMENT DIVISION:**

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

At the PZC meeting held on Wednesday, March 20, 2024, the following item was considered:

1. *Miscellaneous Amendments to the Lake Zurich Building and Zoning Codes.* Community Development Director Saher presented four amendments to the PZC and briefly described the changes that were being proposed. The amendments were proposed within three chapters of the building and zoning codes. They were:
  - a.) Section 8-11-2: Storage Sheds: Amend the maximum size of a shed from 120 square feet to 160 square feet to meet industry standards.
  - b.) Section 9-9-1: Accessory Structures and Uses: Amend the section on the storage of recreational vehicles with reference to boats and trailers to clarify the storage of these vehicles on residential and commercial property.
  - c.) Section 9-9-1 – Storage of Firewood: add a new section providing for definitions and regulations for the Outdoor Storage of Firewood.
  - d.) Section 9-9-2 Temporary Uses: Add a new section providing for the definitions and regulations for “temporary storage container” on both residential and non-residential zoning districts.

Members of the PZC had questions or clarifications that were answered by Director Saher. Following the close of the hearing, the PZC unanimously (6-0) recommended approval of the amendments.

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

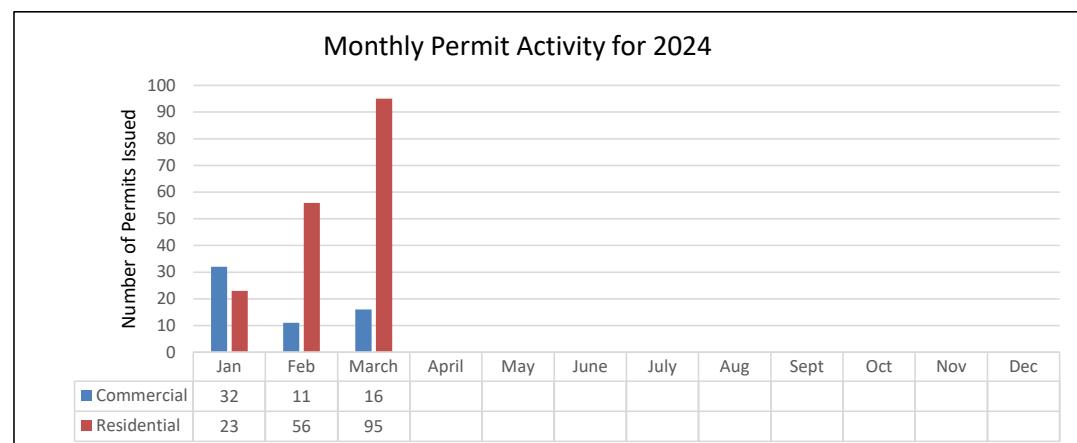
No items were received for the April 17, 2024 meeting of the PZC and the meeting was therefore canceled.

**New and Ongoing Development:**

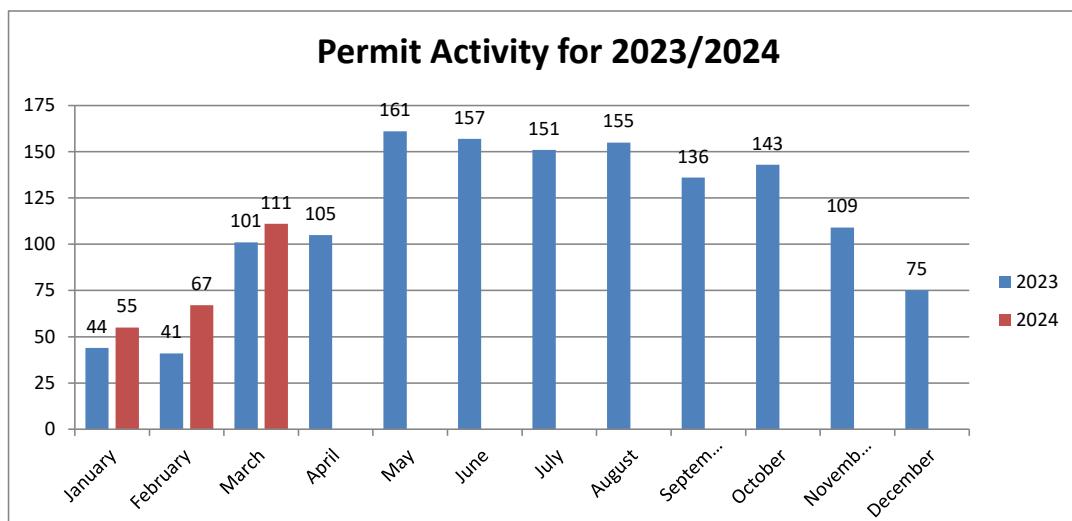
1. *“Nirvana” Cannabis Dispensary at 676 S Rand Road.* Assistant Village Manager Duebner contacted Mr. Mitchell Zaveduk of Justice Cannabis Company for a progress report on the interior buildup of the former TGI Friday's building at 676 S Rand Road. Framing of the interior space is nearly complete with installation of mechanicals (HVAC, plumbing, electrical) under way this week. Exterior updates are expected to begin on two to four weeks.

2. *Cannabis Dispensary at 909 S Rand Road.* Following an initial inquiry from the Fidelity Group on a letter of intent they received from a company that is interested establishing a cannabis dispensary at the vacant Hawkeye Automotive building at 909 South Rand Road, Assistant Village Manager Duebner, Community Development Director Saher and Building Services Supervisor Mary Meyer had a virtual meeting with Fidelity, led by Jason Sfire, their engineer, architect, broker and a representative of the dispensary to discuss a concept plan and various architectural options for the building. The project will be operated under the name "Duchess," within an approx. 3,500 sq.ft. new building. Staff had questions and provided feedback on various issues related to zoning, the building design and materials, and operation of the establishment at this location, and the process to obtain a Special Use Permit. Following discussion, Mr. Sfire expressed confidence in moving forward on the project and indicated his intentions to present the concept to the Village Board for a Courtesy Review within the next few months.
3. *Briteside Cannabis Dispensary at Oakwood Commons Shopping Center.* Assistant Village Manager Duebner and Community Development Director Saher received word this morning that DiMucci Properties, owner of Oakwood Commons Shopping Center, has withdrawn the lease for the proposed cannabis dispensary. Staff is working with Ms. Ashley Thullen on finding alternate locations within the Village.
4. *Vacant Space at former Lake Zurich Florist; 34 E Main St.* A group operating several experience restaurants quick serve restaurant with already established Lake County is close to signing a lease for the former florist location at 34 E Main Street.
5. *OSK Townhomes on 670 S Old Rand Road.* Assistant Village Manager Michael Duebner and Community Development Director Saher provided initial feedback to OSK Capital Partners and their architectural firm Pappageorge Haymes Partners on their heavily revised residential development concept for 670 S Old Rand Road. A formal application is expected in about 6 weeks.
6. *Cummings Property Development.* A real estate broker, Ms. Melody Mueller, of Compass Commercial, reached out to village staff inquiring about developing the property with custom homes. Ms. Mueller is representing Oxford Development, a North Shore Custom Home Developer out of Deerfield, had also contacted Mr. Alex Dukor who is assisting the Cummings family in marketing the property. This is the second well-known home builder that has expressed interest in the property.
7. *Block A development.* Three developers expressed interest in acquiring Block A for housing, commercial and mixed use. Village staff has provided background documents and suggested concepts that have been well received by the Village Board and the community.
8. *Saddlers Row at 330 E Rt 22.* Saddlers Row, an equestrian related retail outlet, is presently located 20066 N. Rand Road in Palatine (between the two Shell gas stations on the west side of the roadway). The area has been slated for redevelopment and they will lose their lease. They have been at the Palatine location for 28 years occupying 18,000 SF, for retail and online sales of saddles, tack equipment and barn needs. Through their realtor Ms. Heather Schweitzer, they would like to relocate to an empty multi-tenant warehouse at 330 E Route 22 on the edge of the industrial park. The area along Route 22 is zoned for industrial/manufacturing but does lend itself for mixed use including retail. Staff is recommending a courtesy review as the next step and with a favorable response, subsequent submission to the Planning and Zoning Commission.
9. *Wash-U Car Wash at 1290 S Rand Road.* Wash-U Car Wash is offering to purchase the former Chase Bank Building at 1289 S Rand Road. The parcel is almost 1.2 acres and would be sufficiently sized to house a car wash, vacuum and staging area. We previously reported of another car wash looking to locate at the 898 S Rand Road. This parcel is approximately 1.3 acres and backs up to residential properties at Pheasant Ridge.

10. *Termax Expansion at 1155 Rose Rd.* Termax Planning a \$1.2 Million expansion of their Plant Line. The Community Development Department has approved permits to allow Termax to expand their plant line/production area within their existing building at 1155 Rose Road. Termax is utilizing local builder, McNelly Services, Inc (also located within the LZ Industrial Park) to complete the approx. \$1.2 Million project.
11. *Tuf-Tite at 425 Enterprise Parkway.* Ted Meyers (Tuf Tite) has acquired the property at 425 Enterprise Parkway. Tuf Tite intends to invest \$2.8 Million to construct a new 43,800 sq.ft. addition to the existing approx. 77,000 sq.ft. building to accommodate their expanding operations. The existing building on the property was recently operated by HPL Stamping.
12. *Industrial Wire and Cable Corporation at 66 N Buesching Road.* Staff met this week with representatives from the Industrial Wire and Cable Corporation on North Buesching Road to discuss the future vision of their company and ways the Village can assist. This company is adjacent to 595 Rose Road, which is one the few remaining vacant parcels in the industrial park suitable for development.
13. *Hanson Train Depot Properties at 100 Park Ave.* Staff received word that an offer for the two adjoining parcels 0 Park Avenue and 100 Park Avenue was accepted by the seller. We are not aware of any redevelopment plans currently other than the train depot is expected to remain. Closing is expected in late April.
14. *Andy's Deli at 500 Ela Road and 265 N Rand Road.* On Friday, Building Services Supervisor, Mary Meyer met with representatives of Andy's Deli, Mr. Jack Zac, Mr. Jersey Solowiej, and Mr. John Kolasa (owner's son) at 500 Ela to obtain a status of the work and maintenance of the property. The owners have submitted a permit application with civil and architectural drawings for review. The proposal is for interior alterations to the existing restaurant and a new 1-story addition to be constructed at the rear facing the parking lot. Discussion focused on the condition of the parking lot and storage of vehicles that are parked there from time to time, with a finite time for their removal. Regarding their property at 265 N Rand Road, where the owners had previously proposed construction of their new deli, the owners have agreed to remove the silt fencing that remains on the property. The use of the property is still under consideration by the owners. They intend to submit concepts to the village for review and feedback once they decide on the land use and development of the property.

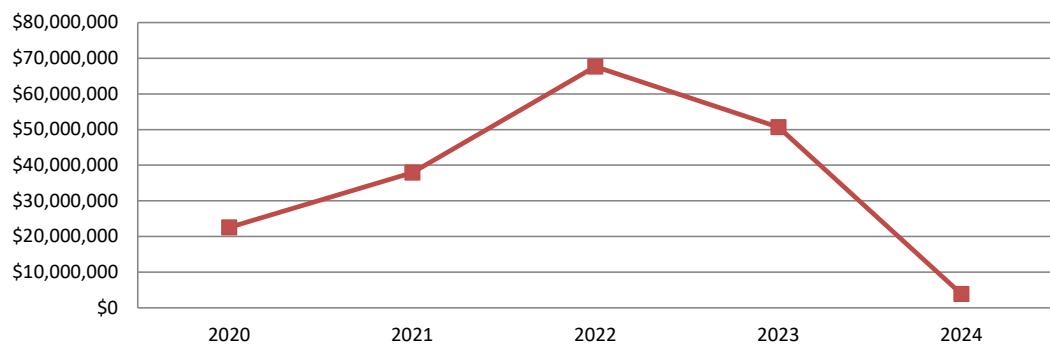


The chart above represents the total of permit for commercial and residential activity on a monthly basis for 2024. (Note: *commercial activity includes both business and industrial activity*)



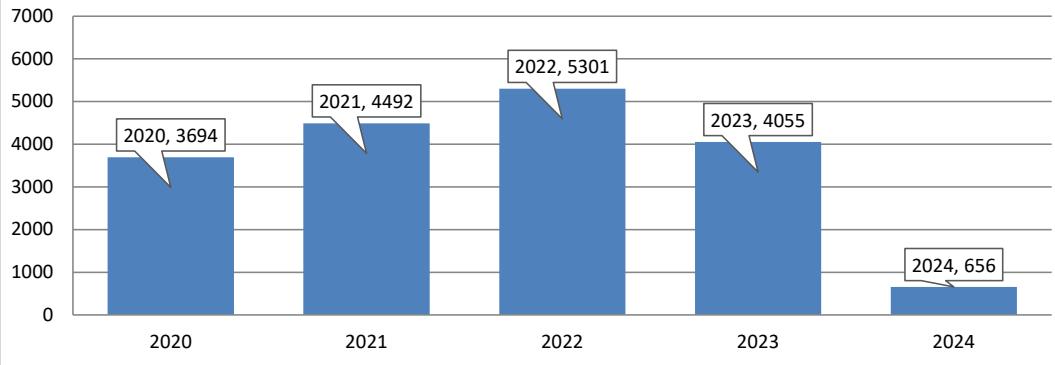
The chart above compares monthly permit activity for 2024 to the previous year 2023.

**Construction Value of New Permits:  
January-December  
2020-2024**



This chart tracks construction value of permit activity by year for 5 years.

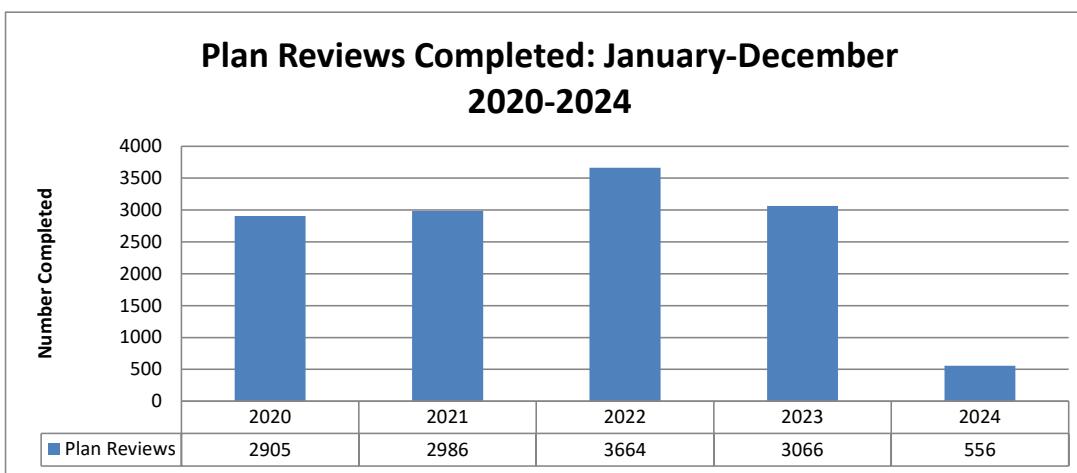
**Inspection Activity: January-December  
2020-2024**



This graph illustrates the number of inspections performed by year for 5 years.

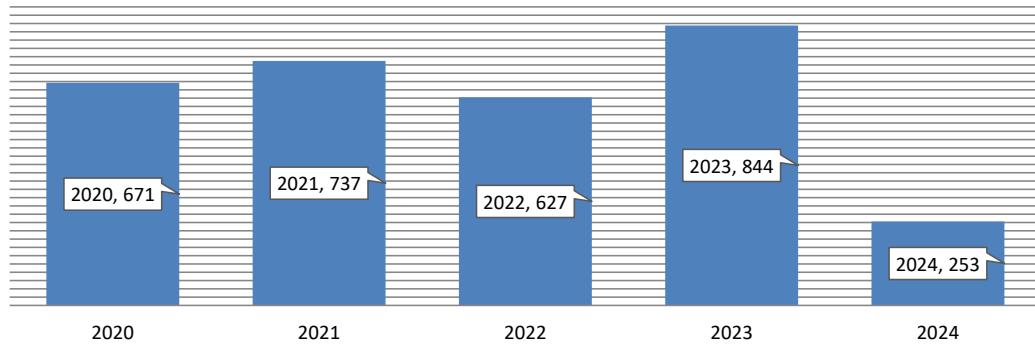


This chart indicates inspection activity on a monthly basis for 2024 compared to the previous year 2023.



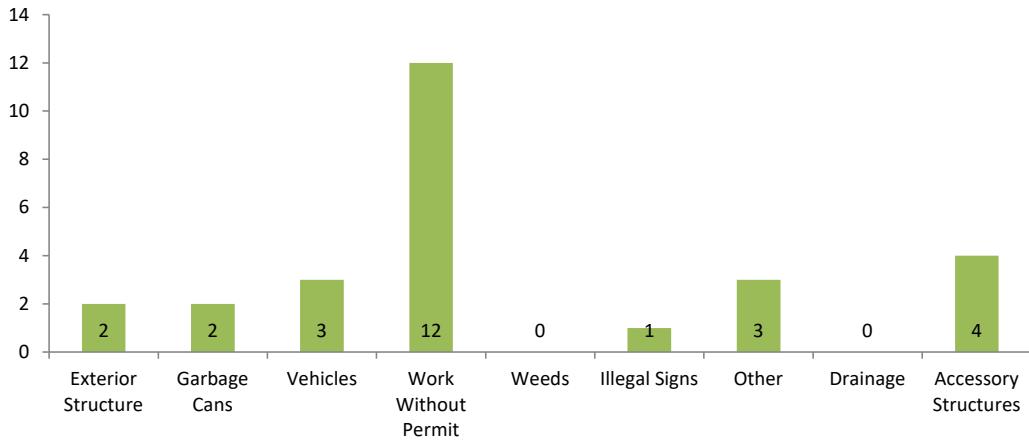
This graph illustrates the number of plan reviews performed by year for 5 years.

### Contractor Registrations January-December (applied for) 2020-2024



The graph represents the number of contractor registrations for the year as compared to prior 4 years. Contractors are required to register on an annual basis to remain current with the village.

### Common Code Violations - Details



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



# FINANCE DEPARTMENT

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## MONTHLY INFORMATION REPORT

### **FEBRUARY 2024**

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

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

Finance Monthly Report – February 2024

### DEPARTMENT NARRATIVE

During February, preparation for the annual audit and closing the financial records for fiscal year 2023 were the primary activities outside of day-to-day operations. Staff began the work of preparing for the annual audit scheduled to take place in April.

### GENERAL FUND OPERATING RESULTS SUMMARY

For the month of February, revenues totaled \$2.37 million and expenditures \$2.23 million, resulting in an operating excess of \$145k. From a budget perspective, we had expected expenditures to exceed revenues by \$77k. Year-to-date figures below represent the second month of activity for the year.

#### **General Fund Operating Results**

	Current Month Budget	Current Month Actual	Year-to-Date Budget	Year-to-Date Actual
Revenues	\$ 2,158,647	\$ 2,370,531	\$ 4,564,845	\$ 4,921,683
Expenditures	2,236,126	2,225,103	4,521,680	4,502,236
<b>Excess (Deficiency)</b>	<b>\$ (77,479)</b>	<b>\$ 145,428</b>	<b>\$ 43,165</b>	<b>\$ 419,447</b>

### *REVENUES*

Following is a summary of revenues by type through February 29, 2024. These figures represent two months of financial activity. A more detailed analysis can be found on page 9.

## Finance Monthly Report – February 2024

	Current Month's Budget	Current Month's Actual	% Variance	Year-to-Date Budget	Year-to-Date Actual	% Variance	% of Annual Budget
Taxes	\$ 219,297	\$ 220,630	0.6%	\$ 392,834	\$ 384,425	-2.14%	3.4%
Intergovernmental	1,633,454	1,786,595	9.4%	3,290,922	3,467,488	5.37%	17.8%
Licenses & Permits	44,512	37,903	-14.8%	245,978	340,370	38.37%	38.0%
Fines and Forfeits	35,175	29,900	-15.0%	70,249	50,445	-28.19%	12.3%
Charges for Services	204,410	238,876	16.9%	478,024	494,106	3.36%	17.5%
Investment Income	17,736	45,022	153.8%	38,124	113,117	196.71%	28.3%
Miscellaneous	4,063	11,604	185.6%	48,716	71,733	47.25%	40.3%
Operating Transfers	0	0	0.0%	0	0	0.0%	0.0%
Total Revenue	\$ 2,158,647	\$ 2,370,531	9.8%	\$ 4,564,845	\$ 4,921,683	7.82%	13.8%

**Taxes:**

Revenues from taxes came in at \$221k in February, exceeding budget expectations. While property taxes are received primarily June through September, the remaining revenues in this category contribute a significant amount of revenue each month all year round.

Telecommunications tax receipts were about 36% higher than expected for the month at \$30k. That is 16% more than the amount received in the same month of the prior year. More information regarding Telecommunications tax can be found on page 12.

Both utility taxes came in lower than expected for the month. The gas utility tax had \$51k in receipts compared to an expected \$66k. Electric utility tax came in at \$79k versus the expected \$80k. Combined, utility taxes were 11% lower than expected. The payments are based primarily on January activity. More detail on the Utility Taxes can be found on page 13.

**Intergovernmental Revenue:**

Revenue from other governments totaled \$1.79 million in February, which exceeded budget expectations for the category.

State sales tax receipts were above budget expectations for the month at \$692k. This represents sales from November and was 1% higher than receipts from the same month last year. More information regarding Sales Tax can be found on page 14.

Income Tax receipts came in 3% below expectations with the receipts for February totaling \$298k compared to an expected \$306k. Details on Income Tax are provided on page 15.

Finance Monthly Report – February 2024

Video gaming tax receipts came in 8% above budget expectations at \$27k. Video gaming tax is received two months in arrears. The video gaming tax receipts budgeted for February relate to tax for December activity.

**Licenses and Permits:**

Revenue from the issuance of licenses and permits came in at \$38k for February, 15% below budget expectations. Liquor licenses (\$7k), building permits (\$6k), contractor registration (\$6k), and business licenses (\$5k) were the biggest contributors. Additional items included in license and permit revenue are zoning planned unit develop (\$3k), occupancy certificates (\$2k), and plumbing permits (\$2k). Due to the variable nature of these types of revenues, fluctuations are expected throughout the year based on activity.

**Fines and Forfeits:**

Revenue from police fines came in below budget expectations during February, with receipts of \$30k. The revenues in this category include various fines generated from police citations, such as red light and local ordinance violations.

**Charges for Services:**

Revenue from service charges totaled \$239k in February. The main revenue sources in this category are ambulance, engineering fees and park program fees. As ambulance fees are based purely on activity and need, this revenue source can fluctuate considerably during the year. Ambulance receipts for the month were recorded at \$72k. Engineering review receipts for the month were recorded at \$180. For park program fees, this is a combination of timing of receipts and fluctuating activity levels; receipts in February were above budget expectations at 109k.

**Investment Income:**

The General Fund investment income in February was \$45k. Currently, the investments are concentrated in certificates of deposit, treasury obligations, and interest-bearing money market accounts. A detailed cash and investment report can be found on page 17.

Finance Monthly Report – February 2024

**Miscellaneous:**

The General Fund miscellaneous revenue in February was \$12k. Receipts for this category were rental income (\$5k), recovery & loss (\$3k), and other small items.

***EXPENDITURES***

For the month of February, expenditures totaled \$2.23 million for the General Fund, which was 1% below projections of \$2.24 million. The table below presents a summary of General Fund expenditures by department as of February 29, 2024. Additional detail can be found on page 9.

Department Or Program	Current Month's Budget	Current Month's Actual	% Variance	YTD Budget	YTD Actual	% Variance	% of Annual Budget
Legislative	\$ 4,021	\$ 2,942	-26.8%	\$ 18,657	\$ 12,904	-30.8%	18.5%
Administration	\$ 87,434	\$ 61,946	-29.2%	\$ 154,507	\$ 138,091	-10.6%	8.7%
Finance	\$ 61,528	\$ 40,337	-34.4%	\$ 101,778	\$ 80,268	-21.1%	13.7%
Technology	\$ 38,821	\$ 41,148	6.0%	\$ 105,683	\$ 114,025	7.9%	19.6%
Police	\$ 538,188	\$ 523,735	-2.7%	\$ 1,119,544	\$ 1,129,404	0.9%	11.8%
Fire	\$ 811,712	\$ 726,884	-10.5%	\$ 1,668,575	\$ 1,555,892	-6.8%	11.6%
Community Develop.	\$ 67,881	\$ 59,393	-12.5%	\$ 119,539	\$ 104,676	-12.4%	8.3%
Public Works	\$ 309,163	\$ 325,949	5.4%	\$ 588,487	\$ 612,791	4.1%	14.5%
Park & Recreation	\$ 85,733	\$ 211,124	146.3%	\$ 181,621	\$ 290,894	60.2%	20.5%
Operating Transfers	\$ 231,645	\$ 231,645	0.0%	\$ 463,290	\$ 463,290	0.0%	16.4%
<b>Total</b>	<b>\$ 2,236,126</b>	<b>\$ 2,225,103</b>	<b>-0.5%</b>	<b>\$ 4,521,680</b>	<b>\$ 4,502,236</b>	<b>-0.4%</b>	<b>12.6%</b>

**OPERATING RESULTS OF OTHER FUNDS**

Following are some observations regarding the revenues and expenditures of other funds. A financial summary of funds other than General is provided on pages 10-11.

**Special Revenue Funds:**

Motor fuel tax revenue came in at \$83k in February, which was 6% above the budget of \$78k. Conservative estimates for revenues highly sensitive to the economy, such as this one, allow for fluctuations later in the year. Expenditures from the Motor Fuel Tax Fund were \$55k for road salt (\$41k), electricity (\$13k), and other small items.

Finance Monthly Report – February 2024

February revenues for the Hotel Tax Fund totaled \$7k. The revenue in this fund is a combination of hotel tax receipts and interest income. Per Village Ordinance #2003-10-252, hotel tax receipts are due quarterly. Therefore, the village does not receive receipts each month. Expenditures of \$8k were recorded for the month, most of which is a transfer to the Special Events Fund for the funding of special events.

The Special Events Fund allocates resources for special events and their corresponding expenditures. Revenues for February totaled \$35k, which relate to funding transfers in from other funds (\$29k), special event vendor fees (\$3k), and donations (\$3k). Expenditures for the month totaled \$63k, consisting of normal staff expenses (\$19k), firework show for Fourth of July (\$40k), a special event generator (\$2k), supplies for Rock the Block (\$1k), and miscellaneous events (\$1k).

**Debt Service Funds:**

The debt service funds record annual debt service payments for several of the village issuances. Revenues for the debt service fund are from interest and changes in market value of investments at this point in the year. Transfers from other funding sources will occur later in the year. No expenditures were recorded for February.

**Capital Projects Funds:**

February revenue for the capital projects funds came in at \$463k. The majority of the revenue was from Non-Home Rule Sales Tax (NHRST), with receipts from February of \$233k. This was 1% higher than budget expectations and just below the same month last year. February receipts represent sales from November. More detail on the NHRST revenue can be found on page 16. Remaining revenues for capital project funds include funding transfers (\$154k), and interest income and change in market value of investments.

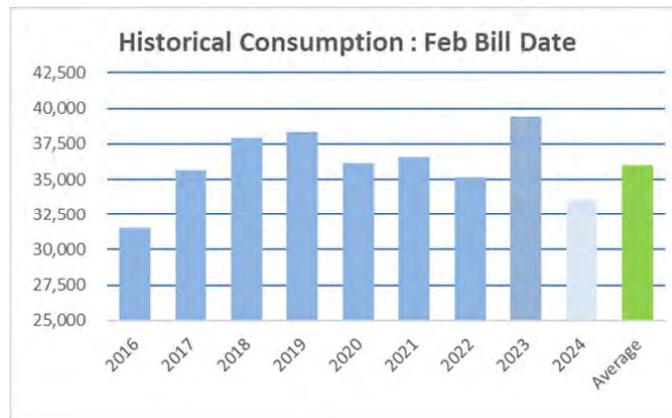
Expenditures of \$73k were recorded in February for capital projects, consisting of roof expenditures (\$30k), standby pump (\$17k), Breezewald bathroom/pavilion (\$15k), and beet heet (9k), as well as other small items.

**Water and Sewer Fund:**

February revenue totaled \$869k, which was 16% above the budget estimate of \$752k. Consumption metered in February was 34M gallons, lower than the nine-year average of 36M gallons. The

Finance Monthly Report – February 2024

consumption billed in February primarily represents water metered in late January and early February. With about 42M gallons pumped, about 20% of pumped water was lost to main breaks, fire department use, or other small issues. A chart comparing February water consumption over the past eight years provided below.



Expenses in the Water Fund were \$518k for the month. Of this amount, \$185k is a non-cash transaction to record depreciation of the infrastructure assets of the fund and \$7k is for interest payments. The remaining expenses are personnel expenses, other operational items and other smaller operating items. Throughout the year, spending is monitored to ensure revenues are sufficient to cover operations and capital needs as necessary. Any annual surplus would be used for expenditures later in the year and provide cash flow for improvements to maintain the aging infrastructure.

#### **Internal Service Funds:**

Internal service funds are used to reserve resources for a specific purpose and to allocate the user charges accordingly. The village has three active internal service funds: Medical Self Insurance, Risk Management and Equipment Replacement. Revenues are a combination of user charges from other funds as appropriate. Expenditures fluctuate, depending on activity levels, particularly in the Risk Management Fund.

The Equipment Replacement fund in particular is subject to funding availability from the General Fund. February expenses include non-cash depreciation expenses (\$45k), a laptop computer (\$3k), and small vehicle accessories.

Finance Monthly Report – February 2024

**Special Service Areas:**

While the village does not budget for Special Service Area (SSA) revenues and expenses, as funds are being collected and spent for village SSA's, the following information can be of value to report. No revenues or expenses were incurred for the month of February.

SSA Activity Feb-24								
SSA #	Location	Beginning Balance 1/1/2024		Year-To-Date Revenues Expenses		Ending Balance 12/31/2024	Annual Expected Revenues	Annual Expected Expenses
		Revenues	Expenses	YTD %	YTD %			
SSA #8	Heatherleigh	54,646	-	-	-	54,646	9,697	0.00%
SSA #9	Willow Ponds	127,185	-	-	-	127,185	11,851	0.00%
SSA #10	Westberry	18,987	-	-	-	18,987	1,000	0.00%
SSA #11	Lake Zurich Pines	27,244	-	-	-	27,244	-	#DIV/0! <sup>a</sup>
SSA #13	Conventry Creek	229,086	-	-	-	229,086	29,894	0.00% <sup>a</sup>
SSA #16	Country Club	1,478	-	-	-	1,478	-	N/A
		458,625	-	-	-	458,625	52,443	0.00%

a) Flat amount levied per property.

b) At some point after enough funds have accrued, Willow Ponds will require dredging, estimated at \$120,000+

**Police and Firefighters' Pension Funds:**

A snapshot of activity related to the public safety pension funds of the village is provided as part of the monthly report. It is important to note that a significant revenue source for both pension funds is the annual property tax levy, of which receipts are typically recorded between June and September of each year, affecting the cash flows of each fund.

The Police Pension Fund had total revenue of \$729k for the month. For February, the fund recorded an unrealized gain of \$702k from investments. Total municipal and member contributions for the month totaled \$27k. Expenses for the month were \$232k of which \$229k was for pension and benefit payments, \$2k was for professional services, and \$1k was for investment expenses. For the month of February, the fund experienced a gain of \$497k. As of February 29th, the fund had a net position of \$32.8 million. Additional information can be found on page 18.

The Firefighters' Pension Fund had a similar month for investments, with an unrealized gain of \$1.28 million from investments. Total municipal and member contributions for the month totaled \$40k. Total revenues for the month were \$1.32 million. Expenses for the month were \$280k of which \$274k

Finance Monthly Report – February 2024

was for pension and benefit payments, \$3k was for professional services, and \$3k was for investment and other expenses. For the month of February, the fund experienced a gain of \$1.04 million. As of February 29th, the fund had a net position of \$53.9 million. Additional information can be found on page 18.

**Conclusion:**

For the one fiscal period covered by this report, no major concerns were identified. Major revenue sources are performing within reason and expenditures have been kept to a minimum. We will continue to monitor revenues and expenditures closely throughout the coming months.

Respectfully Submitted,

*Amy Sparkowski*

Amy Sparkowski  
Director of Finance

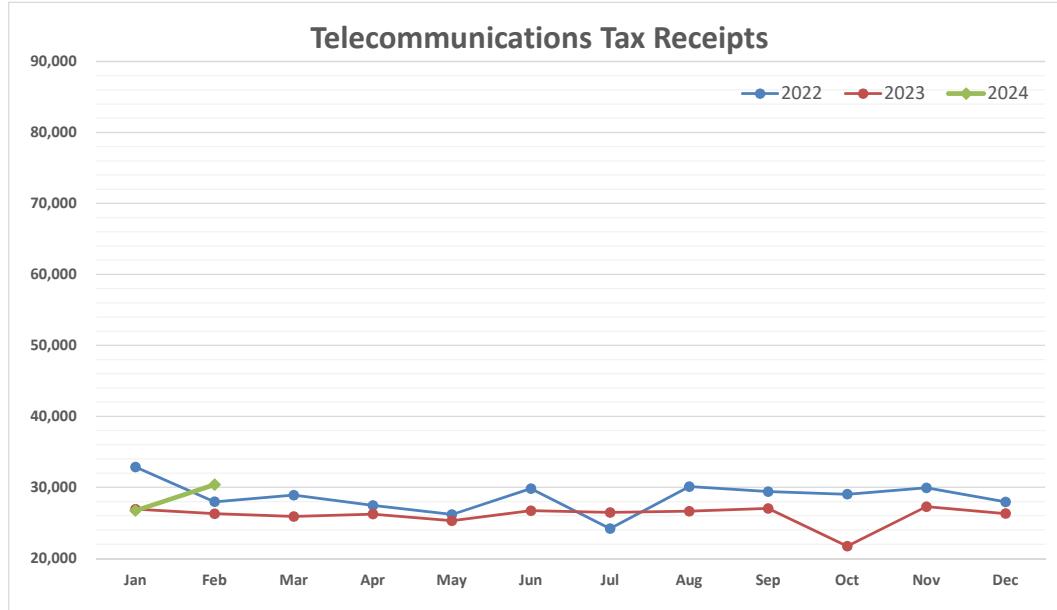
VILLAGE OF LAKE ZURICH OPERATING REPORT SUMMARY GENERAL FUND February 29, 2024								
	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
<b>REVENUES</b>								
<b>Taxes</b>								
Property Taxes			0.0%			0.0%	9,528,414	0.0%
Utility Tax - Electric	80,040	78,972	(1.3%)	161,482	160,574	(0.6%)	930,418	17.3%
Utility Tax - Gas	65,980	51,255	(22.3%)	126,639	98,152	(22.5%)	486,113	20.2%
Cable Tv Franchise	50,890	60,014	17.9%	60,237	68,571	13.8%	237,715	28.8%
Telecom Tax	22,387	30,389	35.7%	44,476	57,128	28.4%	238,907	23.9%
<b>Total Taxes</b>	<b>219,297</b>	<b>220,630</b>	<b>0.6%</b>	<b>392,834</b>	<b>384,425</b>	<b>-2.1%</b>	<b>11,421,567</b>	<b>3.4%</b>
<b>Intergovernmental</b>								
State Sales Tax	676,185	692,430	2.4%	1,325,907	1,341,300	1.2%	8,085,057	16.6%
State Income Tax	306,435	298,197	(2.7%)	584,621	613,342	4.9%	3,318,041	18.5%
State Use Tax	75,674	70,584	(6.7%)	146,500	138,144	(5.7%)	841,733	16.4%
Video Gaming Tax	24,936	26,851	7.7%	50,162	50,286	0.2%	323,970	15.5%
Fire/Rescue Srvc Contract	542,615	542,615	(0.0%)	1,085,230	1,085,229	(0.0%)	6,511,375	16.7%
Other Intergovernmental	7,609	155,919	1,949.2%	98,503	239,186	142.8%	405,863	58.9%
<b>Total Intergovernmental</b>	<b>1,633,454</b>	<b>1,786,595</b>	<b>9.4%</b>	<b>3,290,922</b>	<b>3,467,488</b>	<b>5.4%</b>	<b>19,486,039</b>	<b>17.8%</b>
<b>Licenses &amp; Permits</b>								
Liquor Licenses	12,512	7,175	(42.7%)	115,187	170,125	47.7%	160,000	106.3%
Business Licenses	2,613	5,085	94.6%	58,570	104,438	78.3%	95,000	109.9%
Building Permits	7,739	6,070	(21.6%)	14,551	13,300	(8.6%)	212,000	6.3%
Permit Plan Review	4,701	4,371	(7.0%)	12,222	8,514	(30.3%)	116,600	7.3%
Other Permits	16,947	15,203	(10.3%)	45,447	43,993	(3.2%)	312,220	14.1%
<b>Total Licenses &amp; Permits</b>	<b>44,512</b>	<b>37,903</b>	<b>(14.8%)</b>	<b>245,978</b>	<b>340,370</b>	<b>38.4%</b>	<b>895,820</b>	<b>38.0%</b>
<b>Fines and Forfeits</b>	<b>35,175</b>	<b>29,900</b>	<b>(15.0%)</b>	<b>70,249</b>	<b>50,445</b>	<b>(28.2%)</b>	<b>410,500</b>	<b>12.3%</b>
<b>Charges for Services</b>								
Fire/Rescue Ambulance Fee	95,487	72,296	(24.3%)	243,117	218,552	(10.1%)	1,300,000	16.8%
Park Program Fees	72,438	108,947	50.4%	147,457	194,690	32.0%	823,889	23.6%
Other Charges for Services	36,485	57,633	58.0%	87,450	80,864	(7.5%)	704,930	11.5%
<b>Total Charges for Services</b>	<b>204,410</b>	<b>238,876</b>	<b>16.9%</b>	<b>478,024</b>	<b>494,106</b>	<b>3.4%</b>	<b>2,828,819</b>	<b>17.5%</b>
<b>Investment Income</b>	<b>17,736</b>	<b>45,022</b>	<b>153.8%</b>	<b>38,124</b>	<b>113,117</b>	<b>196.7%</b>	<b>400,000</b>	<b>28.3%</b>
<b>Miscellaneous</b>	<b>4,063</b>	<b>11,604</b>	<b>185.6%</b>	<b>48,716</b>	<b>71,733</b>	<b>47.2%</b>	<b>177,794</b>	<b>40.3%</b>
<b>Total General Fund Revenues</b>	<b>2,158,647</b>	<b>2,370,531</b>	<b>9.8%</b>	<b>4,564,845</b>	<b>4,921,683</b>	<b>7.8%</b>	<b>35,620,539</b>	<b>13.8%</b>
<b>Operating Transfers In</b>	-	-	0.0%	-	-	0.0%	-	0.0%
<b>EXPENDITURES</b>								
<b>General Government</b>								
Legislative	4,021	2,942	(26.8%)	18,657	12,904	(30.8%)	69,575	18.5%
Administration	87,434	61,946	(29.2%)	154,507	138,091	(10.6%)	1,589,526	8.7%
Finance	61,528	40,337	(34.4%)	101,778	80,268	(21.1%)	585,039	13.7%
Technology	38,821	41,148	6.0%	105,683	114,025	7.9%	580,417	19.6%
<b>Total Gen. Govt.</b>	<b>191,804</b>	<b>146,373</b>	<b>(23.7%)</b>	<b>380,625</b>	<b>345,287</b>	<b>(9.3%)</b>	<b>2,824,557</b>	<b>12.2%</b>
<b>Public Safety</b>								
Police	538,188	523,735	(2.7%)	1,119,544	1,129,404	0.9%	9,569,189	11.8%
Fire	811,712	726,884	(10.5%)	1,668,575	1,555,892	(6.8%)	13,467,992	11.6%
Community Development	67,881	59,393	(12.5%)	119,539	104,676	(12.4%)	1,262,294	8.3%
<b>Total Public Safety</b>	<b>1,417,781</b>	<b>1,310,013</b>	<b>(7.6%)</b>	<b>2,907,658</b>	<b>2,789,973</b>	<b>(4.0%)</b>	<b>24,299,475</b>	<b>11.5%</b>
<b>Streets - Public Works</b>	<b>309,163</b>	<b>325,949</b>	<b>5.4%</b>	<b>588,487</b>	<b>612,791</b>	<b>4.1%</b>	<b>4,240,368</b>	<b>14.5%</b>
<b>Culture - Park and Recreation</b>	<b>85,733</b>	<b>211,124</b>	<b>146.3%</b>	<b>181,621</b>	<b>290,894</b>	<b>60.2%</b>	<b>1,421,099</b>	<b>20.5%</b>
<b>Total General Fund Expend.</b>	<b>2,004,481</b>	<b>1,993,458</b>	<b>(0.5%)</b>	<b>4,058,390</b>	<b>4,038,946</b>	<b>(0.5%)</b>	<b>32,785,499</b>	<b>12.3%</b>
<b>Operating Transfers Out</b>	231,645	231,645	0.0%	463,290	463,290	0.0%	2,829,740	16.4%
<b>NET INCOME (LOSS) FOR GENERAL</b>	<b>(77,479)</b>	<b>145,428</b>		<b>43,165</b>	<b>419,447</b>		<b>5,300</b>	

**VILLAGE OF LAKE ZURICH**  
**OPERATING REPORT SUMMARY**  
**February 29, 2024**

	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved		
	Budget	Actual	% Variance	Budget	Actual	% Variance				
<b>SPECIAL REVENUE FUNDS</b>										
<b>MOTOR FUEL TAX FUND</b>										
Revenues	78,489	83,215	6.0%	173,127	162,704	(6.0%)	1,068,211	15.2%		
Expenditures	45,901	55,257	20.4%	75,432	58,066	(23.0%)	607,483	9.6%		
Net Activity Gain (Loss)	32,588	27,958		97,695	104,638		460,728			
<b>HOTEL TAX FUND</b>										
Revenues	7,615	7,436	(2.4%)	21,574	16,790	(22.2%)	130,169	12.9%		
Expenditures	10,993	7,713	(29.8%)	18,899	15,398	(18.5%)	110,578	13.9%		
Net Activity Gain (Loss)	(3,378)	(278)		2,675	1,392		19,591			
<b>SPECIAL EVENTS FUND</b>										
Admin & Miscellaneous										
Revenues	22,476	22,782	1.4%	44,891	45,360	1.0%	270,440	16.8%		
Expenditures	22,594	21,794	(3.5%)	45,265	43,136	(4.7%)	267,754	16.1%		
Net Activity Gain (Loss)	(117)	989		(374)	2,224		2,686			
Rock the Block										
Revenues	416	1,450	248.6%	948	1,650	74.1%	67,000	2.5%		
Expenditures	3,396	1,313	(61.3%)	17,707	17,998	1.6%	72,203	24.9%		
Net Activity Gain (Loss)	(2,980)	137		(16,759)	(16,348)		(5,203)			
Farmers Market										
Revenues	988	3,555	259.9%	1,191	3,580	200.6%	8,750	40.9%		
Expenditures	218	-	(100.0%)	755	-	(100.0%)	8,941	0.0%		
Net Activity Gain (Loss)	770	3,555		435	3,580		(191)			
Fourth of July										
Revenues	5,184	5,125	(1.1%)	10,103	10,125	0.2%	74,000	13.7%		
Expenditures	40,000	40,000	0.0%	58,796	40,000	(32.0%)	71,186	56.2%		
Net Activity Gain (Loss)	(34,816)	(34,875)		(48,693)	(29,875)		2,814			
Winter Festival										
Revenues	1,151	2,254	95.8%	2,318	3,508	51.3%	20,550	17.1%		
Expenditures	766	-	(100.0%)	4,760	1,650	(65.3%)	20,512	8.0%		
Net Activity Gain (Loss)	385	2,254		(2,441)	1,858		38			
Special Events Fund Total	(36,759)	(27,941)		(67,832)	(38,561)		144			
<b>TIF #1 TAX FUND</b>										
Revenues	391	1,583	304.6%	864	3,698	328.1%	1,563,330	0.2%		
Expenditures	-	-	0.0%	-	-	0.0%	1,433,899	0.0%		
Net Activity Gain (Loss)	391	1,583		864	3,698		129,431			
<b>TIF #2 - DOWNTOWN</b>										
Revenues	5,008	13,306	165.7%	11,152	32,562	192.0%	455,500	7.1%		
Expenditures	1,240	41,340	3,233.4%	1,240	41,340	3,233.4%	1,362,850	3.0%		
Net Activity Gain (Loss)	3,767	(28,034)		9,912	(8,778)		(907,350)			
<b>TIF #3 - RAND ROAD</b>										
Revenues	-	19	0.0%	-	58	0.0%	98,980	0.1%		
Expenditures	-	-	0.0%	-	-	0.0%	1,500	0.0%		
Net Activity Gain (Loss)	-	19		-	58		97,480			
<b>DISPATCH CENTER FUND</b>										
Revenues	146,643	152,351	3.9%	325,851	350,330	7.5%	1,696,400	20.7%		
Expenditures	123,310	125,125	1.5%	262,091	251,297	(4.1%)	1,689,437	14.9%		
Net Activity Gain (Loss)	23,333	27,227		63,760	99,033		6,963			

VILLAGE OF LAKE ZURICH OPERATING REPORT SUMMARY February 29, 2024										
	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved		
	Budget	Actual	% Variance	Budget	Actual	% Variance				
<b>DEBT SERVICE FUNDS</b>										
<b>VILLAGE DEBT SERVICE</b>										
Revenues	1,754	3,694	110.6%	4,109	7,681	86.9%	1,356,000	0.6%		
Expenditures	-	-	0.0%	-	-	0.0%	1,330,654	0.0%		
Net Activity Gain (Loss)	1,754	3,694		4,109	7,681		25,346			
<b>TIF #1 DEBT SERVICE</b>										
Revenues	360	1,637	354.2%	760	3,657	381.4%	2,164,000	0.2%		
Expenditures	184	-	(100.0%)	746,299	756,846	1.4%	2,069,688	36.6%		
Net Activity Gain (Loss)	176	1,637		(745,539)	(753,189)		94,312			
<b>CAPITAL PROJECT FUNDS</b>										
<b>CAPITAL IMPROVEMENTS</b>										
Revenues	163,871	200,951	22.6%	328,125	387,196	18.0%	2,051,500	18.9%		
Expenditures	91,446	64,534	(29.4%)	93,246	67,233	(27.9%)	7,843,000	0.9%		
Net Activity Gain (Loss)	72,425	136,417		234,879	319,963		(5,791,500)			
<b>NON-HOME RULE SALES TAX</b>										
Revenues	247,035	261,638	5.9%	486,383	506,465	4.1%	2,952,286	17.2%		
Expenditures	16,938	8,525	(49.7%)	17,322	17,158	(0.9%)	3,083,250	0.6%		
Net Activity Gain (Loss)	230,096	253,113		469,061	489,307		(130,964)			
<b>ENTERPRISE FUND</b>										
<b>WATER AND SEWER</b>										
Revenues	751,978	868,982	15.6%	1,538,289	1,754,461	14.1%	10,100,274	17.4%		
Expenses										
Administration	54,627	56,775	3.9%	114,230	124,766	9.2%	741,336	16.8%		
Debt	3,247	6,612	103.7%	14,515	21,731	49.7%	89,461	24.3%		
Depreciation	185,417	185,417	0.0%	370,833	370,833	(0.0%)	2,225,000	16.7%		
Billing	18,782	17,111	(8.9%)	36,371	42,709	17.4%	269,131	15.9%		
Water	238,043	178,518	(25.0%)	326,780	266,061	(18.6%)	10,900,909	2.4%		
Sewer	89,510	73,808	(17.5%)	145,715	122,982	(15.6%)	1,513,093	8.1%		
	589,624	518,240		1,008,444	949,082		15,738,930			
Net Activity Gain (Loss)	162,354	350,742		529,844	805,379		(5,638,656)			
<b>INTERNAL SERVICE FUNDS</b>										
<b>MEDICAL INSURANCE</b>										
Revenues	309,839	301,916	(2.6%)	630,497	612,330	(2.9%)	3,753,074	16.3%		
Expenses	123,406	262,620	112.8%	606,781	534,418	(11.9%)	3,723,066	14.4%		
Net Activity Gain (Loss)	186,433	39,296		23,716	77,913		30,008			
<b>RISK MANAGEMENT</b>										
Revenues	115,476	127,659	10.5%	237,994	269,977	13.4%	1,549,535	17.4%		
Expenses	19,098	24,412	27.8%	915,389	1,153,274	26.0%	1,437,538	80.2%		
Net Activity Gain (Loss)	96,378	103,247		(677,395)	(883,297)		111,997			
<b>EQUIPMENT REPLACEMENT</b>										
Revenues	53,112	63,521	19.6%	107,143	130,642	21.9%	721,600	18.1%		
Expenses	103,206	52,924	(48.7%)	148,368	101,957	(31.3%)	1,539,546	6.6%		
Net Activity Gain (Loss)	(50,094)	10,597		(41,225)	28,685		(817,946)			
<b>TOTAL ALL VILLAGE FUNDS</b>	<b>641,987</b>	<b>1,044,706</b>		<b>(52,312)</b>	<b>673,368</b>		<b>(12,305,116)</b>			

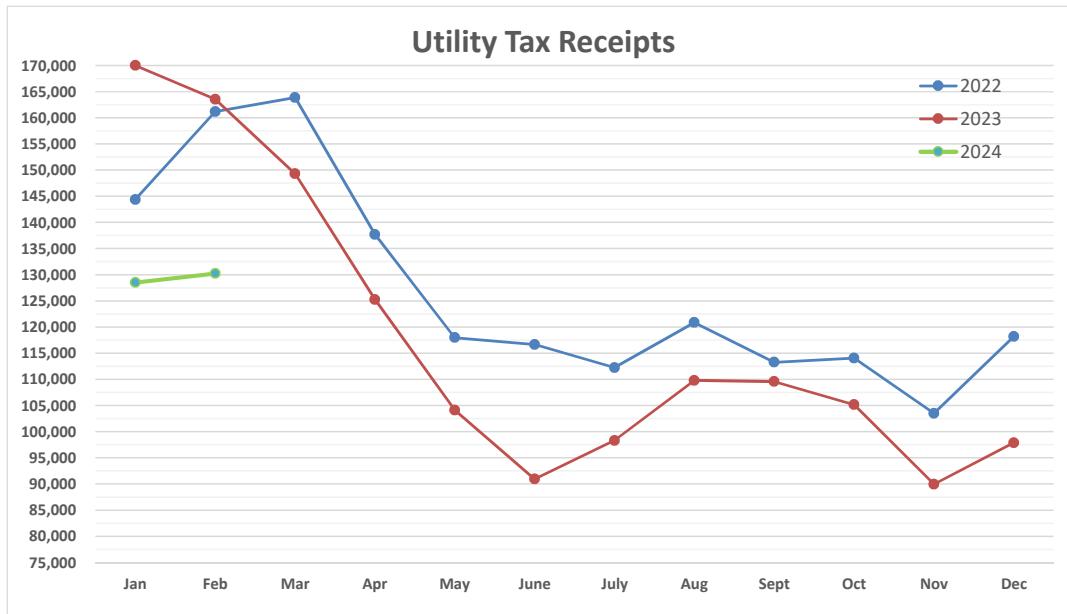
DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2024



### Collection History

Received	Earned	Historical			Current Year Actual		Current Year Budget			
		FY 2022	FY 2023	% Change	FY 2024	% Change	Budget	Variance \$	Variance %	
January	October	32,888	26,937	-18.10%	26,739	-0.74%	22,089	4,650	21.05%	
February	November	27,974	26,305	-5.97%	30,389	15.53%	22,387	8,002	35.75%	
March	December	28,903	25,897	-10.40%			20,817			
April	January	27,467	26,239	-4.47%			19,791			
May	February	26,181	25,298	-3.37%			22,743			
June	March	29,825	26,724	-10.40%			20,300			
July	April	24,202	26,470	9.37%			19,458			
August	May	30,131	26,641	-11.58%			20,273			
September	June	29,408	27,045	-8.03%			19,826			
October	July	29,037	21,714	-25.22%			18,910			
November	August	29,947	27,301	-8.84%			19,755			
December	September	27,958	26,310	-5.89%			12,558			
		343,921	312,880	-9.03%	57,128		238,907	12,652		
		Y-T-D	60,862	53,241	-12.52%	57,128	7.30%	44,476	12,652	28.45%

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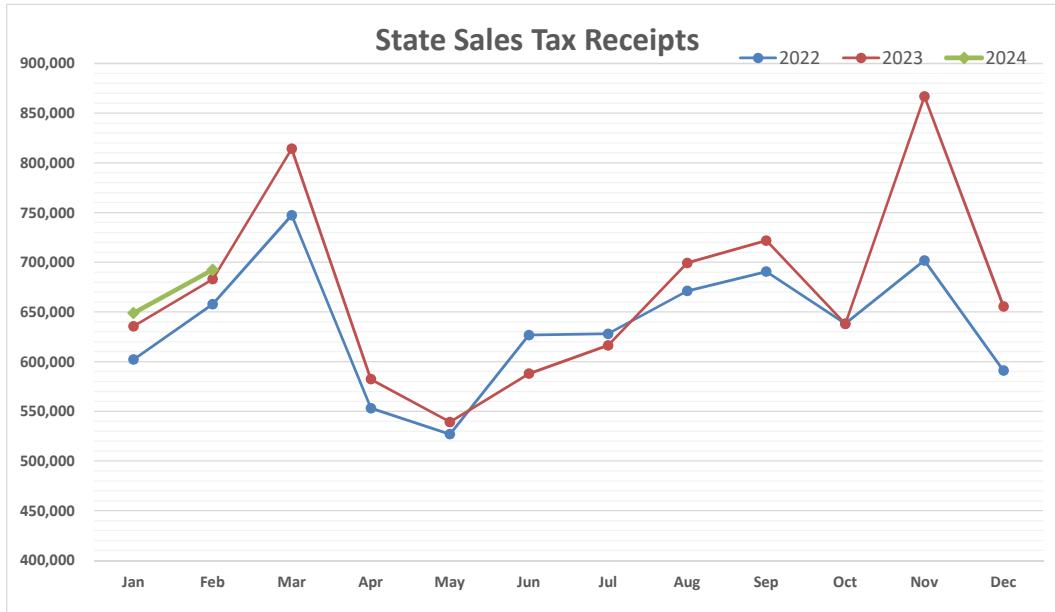


### Collection History

#### COMBINED - ELECTRICITY & GAS

Receipt Month	Liability Month	Historical			Current Year Actual		Current Year Budget		
		2022	2023	% Change	2024	% Change	FY 2024	Variance \$	Variance %
Jan	Dec	144,392	169,997	17.7%	128,499	-24.4%	142,101	(13,602)	-9.6%
Feb	Jan	161,197	163,549	1.5%	130,227	-20.4%	146,020	(15,793)	-10.8%
Mar	Feb	163,887	149,304	-8.9%	-	-	149,186		
Apr	Mar	137,718	125,258	-9.0%	-	-	127,866		
May	Apr	117,990	104,119	-11.8%	-	-	105,980		
June	May	116,659	90,943	-22.0%	-	-	98,403		
July	June	112,246	98,324	-12.4%	-	-	101,571		
Aug	July	120,867	109,785	-9.2%	-	-	116,331		
Sept	Aug	113,271	109,576	-3.3%	-	-	110,891		
Oct	Sept	114,085	105,163	-7.8%	-	-	106,200		
Nov	Oct	103,512	89,950	-13.1%	-	-	93,620		
Dec	Nov	118,176	97,895	-17.2%	-	-	118,362		
		1,524,000	1,413,863	-7.23%	258,726	-81.7%	1,416,531	(29,395)	
Y-T-D		305,589	333,546	9.15%	258,726	-22.4%	288,121	(29,395)	-10.2%

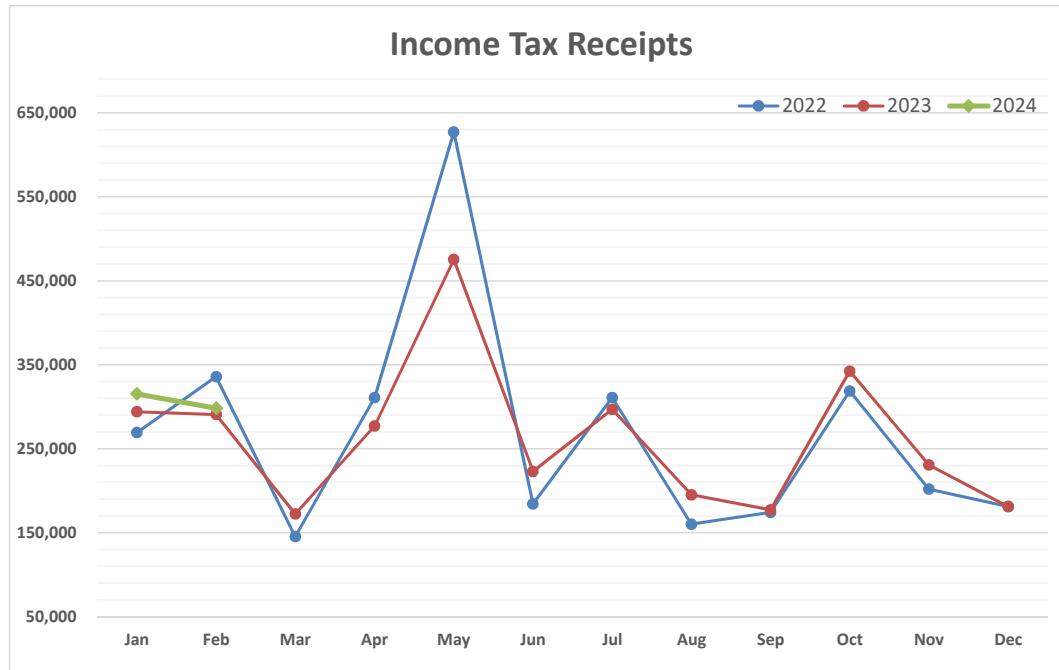
DEPARTMENT OF FINANCE  
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**Collection History**

Received	Earned	Historical			Current Year Actual		Current Year Budget		
		2022	2023	% Change	2024	% Change	Amended Budget	Variance \$	Variance %
January	October	602,130	635,589	5.56%	648,870	2.09%	649,722	(852)	-0.13%
February	November	657,819	683,036	3.83%	692,430	1.38%	676,185	16,245	2.40%
March	December	747,307	814,249	8.96%			806,679		
April	January	553,226	582,383	5.27%			588,178		
May	February	527,013	539,316	2.33%			555,656		
June	March	626,731	587,956	-6.19%			630,917		
July	April	627,982	616,353	-1.85%			617,585		
August	May	671,146	699,262	4.19%			690,332		
September	June	690,544	721,854	4.53%			708,628		
October	July	638,060	637,980	-0.01%			666,581		
November	August	701,860	866,772	23.50%			796,943		
December	September	590,991	655,570	10.93%			697,651		
		7,634,808	8,040,321	5.31%	1,341,300		8,085,057	15,393	
Y-T-D		1,259,950	1,318,626	4.66%	1,341,300	1.72%	1,325,907	15,393	1.16%

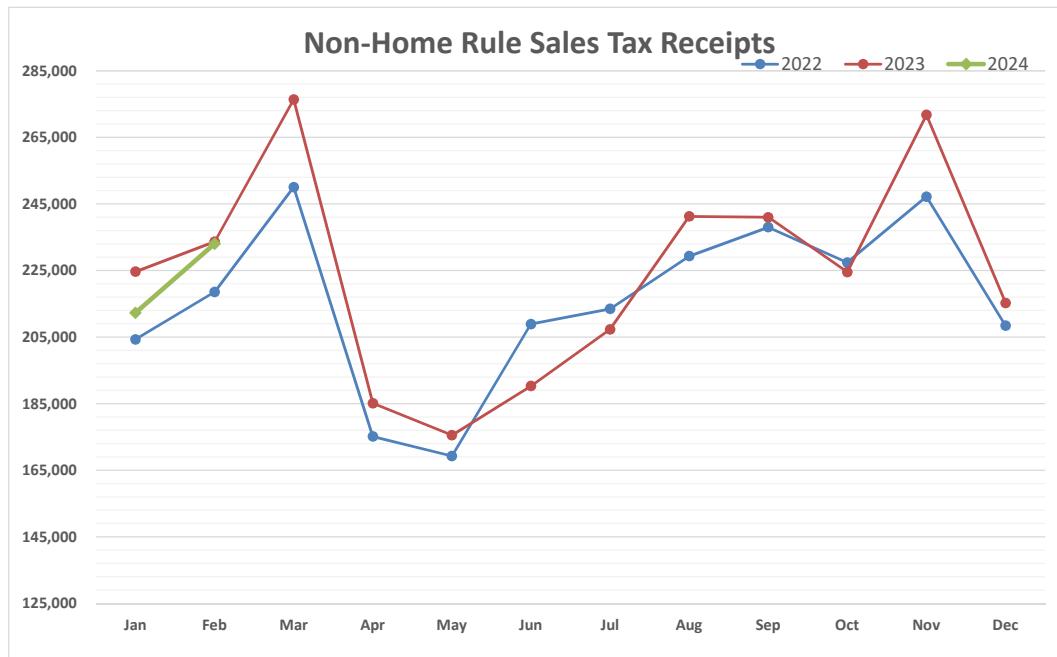
DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2024



### Revenue History

Vouchered	Historical			Current Year Actual		Current Year Budget		
	2022	2023	% Change	2024	% Change	Amended Budget	Variance \$	Variance %
January	269,221	294,073	9.23%	315,145	7.17%	278,186	36,959	13.29%
February	335,693	290,768	-13.38%	298,197	2.55%	306,435	(8,238)	-2.69%
March	145,504	172,211	18.36%			185,286		
April	310,848	277,166	-10.84%			307,284		
May	627,194	475,308	-24.22%			500,490		
June	184,242	222,875	20.97%			236,220		
July	311,032	296,937	-4.53%			312,091		
August	160,199	195,159	21.82%			236,116		
September	174,093	177,137	1.75%			196,583		
October	318,729	342,406	7.43%			343,491		
November	201,830	230,643	14.28%			220,288		
December	181,090	181,212	0.07%			195,571		
	3,219,676	3,155,895	-1.98%	613,342	-80.57%	3,318,041	28,721	0.87%
Y-T-D	604,914	584,841	-3.32%	613,342	4.87%	584,621	28,721	4.91%

DEPARTMENT OF FINANCE  
MONTHLY REPORT  
FEBRUARY 2024



**Collection History**

Received	Earned	Historical			Current Year Actual		Current Year Budget		
		2022	2023	% Change	2024	% Change	Budget	Variance \$	Variance %
January	October	204,354	224,659	9.94%	212,321	-5.49%	220,528	(8,207)	-3.72%
February	November	218,598	233,707	6.91%	233,058	-0.28%	231,007	2,051	0.89%
March	December	250,074	276,394	10.52%			272,757		
April	January	175,158	185,148	5.70%			186,263		
May	February	169,297	175,551	3.69%			179,403		
June	March	208,932	190,319	-8.91%			207,820		
July	April	213,499	207,354	-2.88%			206,746		
August	May	229,356	241,257	5.19%			239,558		
September	June	238,022	241,006	1.25%			247,723		
October	July	227,420	224,555	-1.26%			234,528		
November	August	247,180	271,762	9.95%			266,393		
December	September	208,471	215,249	3.25%			259,560		
		2,590,359	2,686,961	3.73%	445,379		2,752,286	(6,156)	
Y-T-D		422,952	458,366	8.37%	445,379	-2.83%	451,535	(6,156)	-1.36%

Village of Lake Zurich  
Investment Report  
February, 2024

Description	Purchase Date	Maturity Date	Coupon Rate	CUSIP / Account	Par Value	Purchase Price	(Premium) / Discount	Market Value	Unrealized Gain (Loss)
<b>MONEY MARKET &amp; CASH</b>									
IPRIME	NA	NA	5.294%		1,481,261.95	1,481,261.95	-	1,481,261.95	N/A
<b>CERTIFICATE OF DEPOSIT</b>									
First Financial Bank	01/25/23	02/07/24	4.502%	32021SKB1	249,773.66	237,450.00	12,323.66	237,450.00	-
First Mid Bank & Trust, Nat'l Associat	04/04/23	04/03/24	5.190%		249,758.07	237,350.00	12,408.07	237,350.00	-
MainStreet Bank, VA	04/04/23	04/03/24	5.242%		249,730.65	237,100.00	12,630.65	237,100.00	-
Baxter Credit Union	08/02/23	08/01/24	5.327%		249,764.53	237,100.00	12,664.53	237,100.00	-
Global Bank, NY	08/02/23	08/01/24	5.341%		245,000.00	245,690.62	(690.62)	243,040.73	(2,649.89)
Sallie Mae Bank/Salt Lke	08/03/22	08/05/24	3.204%	795451BY8	245,000.00	245,690.62	(690.62)	243,040.73	(2,649.89)
Capital One NA	08/03/22	08/05/24	3.204%	14042TJA6	245,000.00	245,690.62	(690.62)	243,040.73	(2,649.89)
Capital One NA	08/03/22	08/05/24	3.204%	14042RTF8	245,000.00	245,690.62	(690.62)	243,040.73	(2,649.89)
Ally Bank	08/04/22	08/05/24	3.206%	02007GXE8	245,000.00	245,443.29	(443.29)	242,988.86	(2,454.43)
Modern Bank, Nat'l Assoc NY	08/02/23	01/23/25	5.383%		249,718.81	231,300.00	18,418.81	231,300.00	-
PeopleFirst Bank, IL	02/01/23	01/31/25	4.348%		249,849.18	229,500.00	20,349.18	229,500.00	-
Morgan Stanley Bank NA	02/01/23	02/10/25	4.356%	61690UY53	244,000.00	244,669.89	(669.89)	242,845.12	(1,824.77)
Fieldpoint Private B&T	04/04/23	04/03/25	5.032%		249,618.22	226,400.00	23,218.22	226,400.00	-
Schertz B&T	04/04/23	04/03/25	4.893%		249,654.67	227,400.00	22,254.67	227,400.00	-
Cornerstone Bank, NE	08/02/23	07/30/25	5.060%		249,649.12	226,350.00	23,299.12	226,350.00	-
First Internet Bank of Indiana, IN	01/17/24	01/15/26	4.728%		249,852.52	227,950.00	21,902.52	227,950.00	-
First Priority Bank, OK	01/17/24	01/15/26	4.875%		249,888.88	227,350.00	22,538.88	227,350.00	-
CIBC Bank USA, MI	01/17/24	07/14/26	4.211%		249,867.19	226,150.00	23,717.19	226,150.00	-
<b>AGENCY</b>									
US Treasury N/B	03/01/23	02/29/24	5.000%	91282CEA5	964,000.00	996,422.03	(32,422.03)	932,142.81	(64,279.22)
US Treasury N/B	04/15/21	01/31/25	0.480%	91282ZS2	406,000.00	399,640.39	6,359.61	380,672.58	(18,967.81)
US Treasury N/B	04/15/21	07/31/25	0.620%	91282CAB7	350,000.00	345,351.56	4,648.44	328,166.02	(17,185.54)
US Treasury N/B	05/19/21	07/31/25	0.570%	91282CAB7	252,000.00	249,499.69	2,500.31	236,279.53	(13,220.16)
US Treasury N/B	07/28/21	07/31/25	0.500%	91282CAB7	1,000,000.00	957,890.63	42,109.37	921,835.94	(36,054.69)
US Treasury N/B	01/28/22	01/31/26	1.460%	91282CBH3	1,077,000.00	999,843.05	77,156.95	992,817.31	(7,025.74)
<b>TOTAL</b>									
Per Statement				Total	9,751,387.45	9,428,494.34	-	9,259,532.31	-
<b>TOTAL BY CATEGORY</b>									
INVESTMENT POOL (ISC)					1,481,261.95	1,481,261.95	-	1,481,261.95	-
Certificate of Deposit (DTC), (CD)					4,221,125.50	3,998,585.04	222,540.46	3,986,356.17	(12,228.87)
Agencies (SEC)					4,049,000.00	3,948,647.35	100,352.65	3,791,914.19	(156,733.16)
Fixed Income Other					9,751,387.45	9,428,494.34	322,893.11	9,259,532.31	(168,962.03)

Village of Lake Zurich  
Police and Firefighters' Pension Funds  
Statement of Net Position  
February 29, 2024

POLICE PENSION FUND		FIREFIGHTERS' PENSION FUND			
	February-24	Year-to-Date	February-24		
<b>Revenues:</b>			<b>Revenues:</b>		
Municipal Contributions	-	1,911	Municipal Contributions	-	2,241
Member Contributions	26,780	54,722	Member Contributions	39,580	79,372
Total Contributions	26,780	56,633	Total Contributions	39,580	81,613
Investment Income	701,768	567,721	Investment Income	1,278,310	1,241,853
<b>Total Revenues</b>	<b>728,548</b>	<b>624,354</b>	<b>Total Revenues</b>	<b>1,317,890</b>	<b>1,323,465</b>
<b>Expenses:</b>			<b>Expenses:</b>		
Pension and Benefits	228,496	453,259	Pension and Benefits	274,383	546,979
Insurance	-	-	Insurance	-	-
Professional Services	2,115	3,335	Professional Services	2,770	5,268
Investment Expenses	1,384	2,396	Investment Expenses	2,136	3,852
Other Expenses	-	-	Other Expenses	795	795
<b>Total Expenses</b>	<b>231,995</b>	<b>458,990</b>	<b>Total Expenses</b>	<b>280,084</b>	<b>556,895</b>
Operating Income (Loss)	496,553	165,364	Operating Income (Loss)	1,037,806	766,571
Beginning Net Position*	32,338,466	32,669,655	Beginning Net Position*	52,863,324	53,134,559
<b>Ending Net Position</b>	<b>32,835,019</b>	<b>32,835,019</b>	<b>Ending Net Position</b>	<b>53,901,130</b>	<b>53,901,130</b>
<b>Assets</b>			<b>Assets</b>		
Cash and Investments	32,833,952		Cash and Investments	53,898,004	
Other Assets	2,068		Other Assets	5,519	
Total Assets	<u>32,836,019</u>		Total Assets	<u>53,903,523</u>	
<b>Liabilities</b>	1,000		<b>Liabilities</b>	2,393	
<b>Net Position 2/29</b>	<b>32,835,019</b>		<b>Net Position 2/29</b>	<b>53,901,130</b>	



# PARKS & RECREATION DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2024**

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

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

### Departmental Narrative

The Village received and signed the official OSLAD grant agreement from the IDNR on March 26th. The department will be presenting Hitchcock Design Group's professional services agreement for the design development, construction documents, permitting, bidding and construction administration to the Village Board at their April 15<sup>th</sup> board meeting. If that is approved, the department will then begin to move forward with the design portion of the projects.

The ADA Improvement survey has closed to the public and yielded over 200 responses from the community, SRACLC families and District 95's special education families. Results can be viewed here: [https://www.surveymonkey.com/results/SM-AydQm9JaUKQUdiDYexx5kw\\_3D\\_3D/](https://www.surveymonkey.com/results/SM-AydQm9JaUKQUdiDYexx5kw_3D_3D/)

The Village has also signed with the W/T Group to create a Village wide ADA Transition Plan which will evaluate ADA compliance at our park and Village properties, facilities and over 20 miles of sidewalks. The in-person audit of our parks and park facilities is set for the week of April 22<sup>nd</sup>. After the Village receives finalized plans, the hope is to work with a task force to review the data associated with the community survey and ADA Transition plan to provide short term (ie. design for splash pad) and long-term goals for use of the SRACLC funds and compliance throughout our properties.

The department is working hard to get organized with the wrap up of Spring programs and planning for the Summer season. The department has extended an offer for the afternoon Guest Service Associate (M-F, 12:15-4pm) in hopes to fill that position that has been vacant since August, and is working hard to spread the word about seasonal position hiring for lifeguards and day camp counselors. Our team has attended the student career EXPO at Stevenson and will attend ones at Lake Zurich and Wauconda in the upcoming month as we have received limited applications at this time associated with aquatics. All positions can be found <https://lakezurich.org/jobs.aspx> Any assistance in spreading the word about these opportunities is appreciated.

The department is prepping for the end of the 2023-2024 Academy of Performing Arts (APA) dance season with recital costume pick up and dance photos to take place next month followed by the APA Spring dance recital, Echo, is to be held on May 4<sup>th</sup> at the Wheeling High School. If you are interested in attending one of the five shows at the Spring recital, please reach out to Recreation Supervisor Elke Kadzielawski for tickets. All other Spring and Summer program registration is ongoing and proceeding smoothly with the staff team already working on the content for Fall 2024/Winter 2025 brochure which will feature new local contractor partnerships (onboarding and paperwork happening now).

The Park and Recreation Department was approached by Kiki's Cotton Candy (Wauconda) who has been a long-time vendor at our July 4<sup>th</sup> and Farmers Market events in regards to their interest in operating the concessions stand at Paulus Park. The last time the concessions stand was in use was prior to COVID. The department released an RFP in 2022 in hopes of finding an interested vendor for the space which yielded no responses. The department and Village Manager's Office have toured the site with the owners from Kiki's and presented them with the RFP. They would like to move forward with a formal agreement for the 2024 season which will be presented to the Village Board at their April 15<sup>th</sup> meeting.

The department is continuing to operate with the loss of the Chalet facility by sharing space at the Paulus Park Barn for dance, preschool and youth enrichment programs. Public Works determined that repairs at the site require partial demolition and replacement of interior plumbing, flooring, walls, and the replacement of the sanitary lift station servicing the facility. The facility will continue to be unavailable until the completion of this work, creating the potential for interruption of scheduled summer programs, activities, and camp. Proposals were solicited from vendors capable of performing the necessary repairs and replacements. On-site visits were conducted with vendors and Village Staff received proposals for both the plumbing and restoration. Due to the high use of this facility, especially heading into summer camp activities, staff recommended that the competitive bid process be waived in an effort to expedite the repairs and return it to service as quickly as possible which was approved by the Village Board at their April 1<sup>st</sup> meeting. The hope is to complete the work to return use to the site by Mother's Day weekend returning the site for use just in time for Summer operations. Work is set to begin as of April 3<sup>rd</sup>.

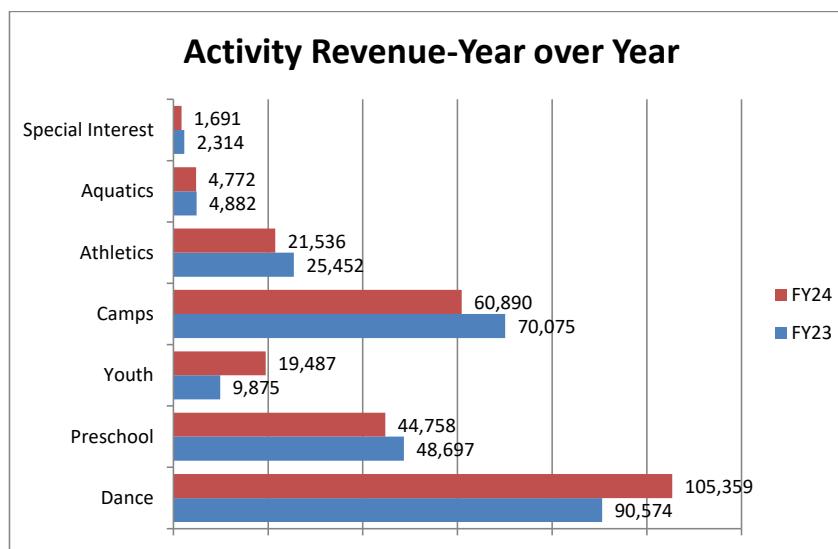
The electronic marquee is up and running at Paulus Park. The department will work with Public Works to determine a date to remove the former static marquee and has been working with Assistant Village Manager Michael Duebner to update the policies and procedures for this new amenity.

The department is continuing to work with Public Works on a variety of other projects including the Breezewald operations facility (set to be ready for use as of May), resurfacing of Sonoma Park tennis courts and Staples Park tennis courts (to include pickleball after reno), flooring replacement at Buffalo Creek Building A, and roof replacements at the Chalet, concessions stand and pavilions at Paulus Park.

Egg Hunt held on March 23<sup>rd</sup> at Paulus Park brought out over 1,500 people to enjoy the event even with a bit of snow on the ground. Participants enjoyed the DJ, visited the hot coffee/cocoa/mini donut vendor, Joe + Dough, searched for over 16,000 eggs and had a meet and greet with the Bunny! Thank you to our sponsors, Lake Zurich Tire & Auto Inc, DJDaveChicago and Bright Horizons. The next event is Arbor Day held at the Paulus Park Barn on Saturday, April 27<sup>th</sup>. This year, as in years past, features a tree planting, park scavenger hunt, park clean-up efforts around the Village, coffee/cocoa with a couple of Village Board members and NEW in 2024 the department will be partnering with SWALCO for a free compost giveaway (in front of the skate park) and free shredding event (entrance of the park off of Route 12 until the truck is full). In collaboration with our Arbor Day event, local Girl Scouts will be running a chalk art contest the week leading up to Arbor Day on the Paulus Park pathways to be judged on Arbor Day. Information on all events including sign up for park clean ups (or any event volunteer opportunity) can be found here: <https://lakezurich.org/31/Community> The department is also preparing for the summer line up of events with Wednesday Food Truck Socials to begin on June 5<sup>th</sup>, the Friday Farmers Markets to open on June 7<sup>th</sup> and the first Live at the Lake event to be held at Paulus Park on June 20<sup>th</sup> (still finalizing contracts for a couple of dates.) Details on all events can be found online. At this time, the Farmers Market is at full capacity with vendors wait listing any further applications, Food Truck Socials are looking to secure 3 more trucks for the Summer series and Rock the Block has 3 vendor spaces left

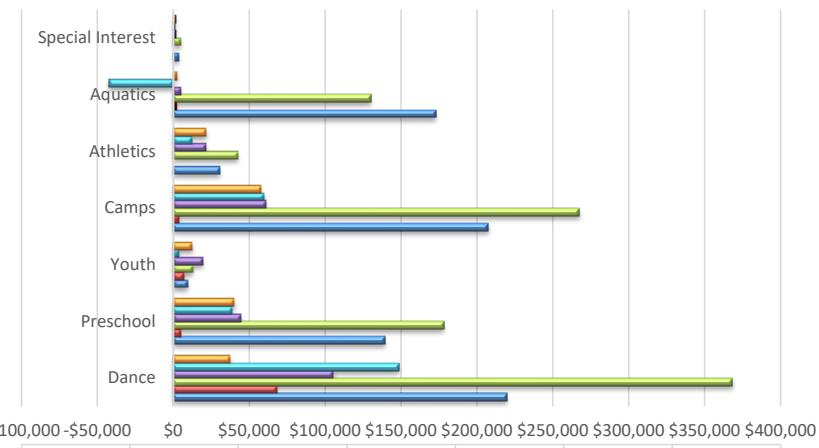
available. Farmer's Market and Rock the Block event committees are continuing to meet to discuss sponsors, promotions and logistics.

The department will continue their collaboration with Ancient Oaks Foundation quarterly community events. External special event partners for the remainder of the year include Jack O Lantern World, Phase 3 Bushel of Apples Fest, Water Lantern Festival, Alpine Races, Unplugged Fest, My Density Matters October fundraising walk and June boat crawl (boat crawl is new), and Gigi's Playhouse 5K. Further details on both Village sponsored, external and internal events can be found in our seasonal program brochure, online or by contacting the department.

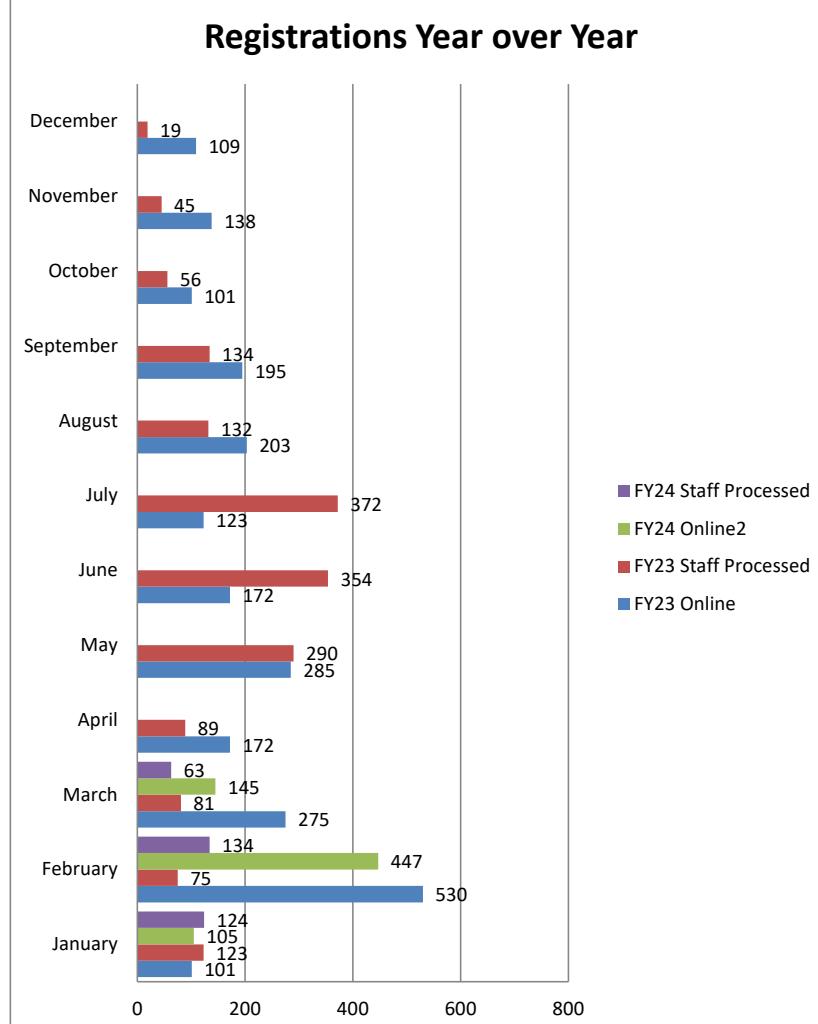


The 2024 revenue numbers above only include transactions for 3/1-3/5- reported 2024 revenue above is much lower than actual as it is not reflected for the full month as finance has not loaded it yet at this time.

### Program Cost Recovery Fiscal Y-T-D



The 2024 revenue numbers above only include transactions for 3/1-3/5- reported 2024 revenue above is much lower than actual as it is not reflected for the full month as finance has not loaded it yet at this time. Expenses for payroll above are only for the month of January; finance has not loaded February nor March at this time.



Online registration is available to all residents and non-residents enrolling in programs. Beach membership and facility rentals must be made in person at the Paulus Park Barn. Payments made at the beach are NOT included in these numbers. February registrations reflect the priority resident registration period for camp deposits/payments.



# POLICE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**MARCH 2024**

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

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

## Departmental Narrative

### **General**

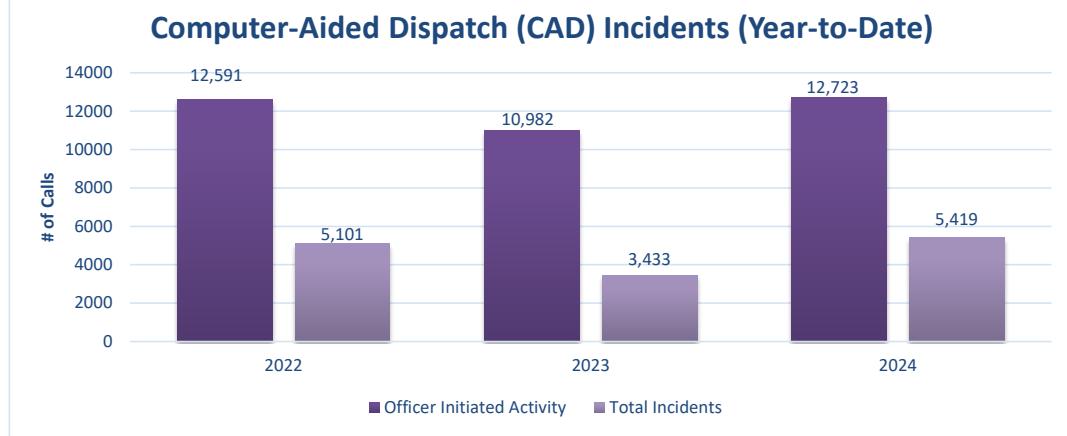
- The Police Department processed 24 Freedom of Information requests this month.
- Four raffle permits were requested and issued during March. One liquor license was requested and approved.
- Chief Husak and Deputy Chief Johnson joined police executives from throughout Illinois on March 6<sup>th</sup> at the annual lobby day at the Illinois State Capitol coordinated by the Illinois Association of Chiefs of Police. Association members met with members of the General Assembly to discuss top legislative priorities. The chiefs met with a number of legislators including 26th District Senator Dan McConchie and 51st District Representative Nabeela Syed.
- Our agency participated in the St. Patrick's Day grant period from March 8<sup>th</sup>–18<sup>th</sup>. 36 grant hours were worked as part of the campaign. The grant hours yielded the following results: 7 seat belt citations, 18 speeding citations, 10 distracted driving citations, 3 arrests, and 14 other citations.
- On March 23<sup>rd</sup>, Chief Husak and Accreditation Manager Stephanie Steiner attended the Spring 2024 Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA) conference that was held in Montgomery, Alabama. They participated in an agency review in front of a panel of CALEA officials who reviewed the department's previous remote assessments and the site-based assessment report that took place in December, 2023. After the hearing, a motion was made and approved by the CALEA commission to award our agency reaccreditation. This is the fifth reaccreditation and sixth overall accreditation award for the Lake Zurich Police Department.

### **Patrol and Communications**

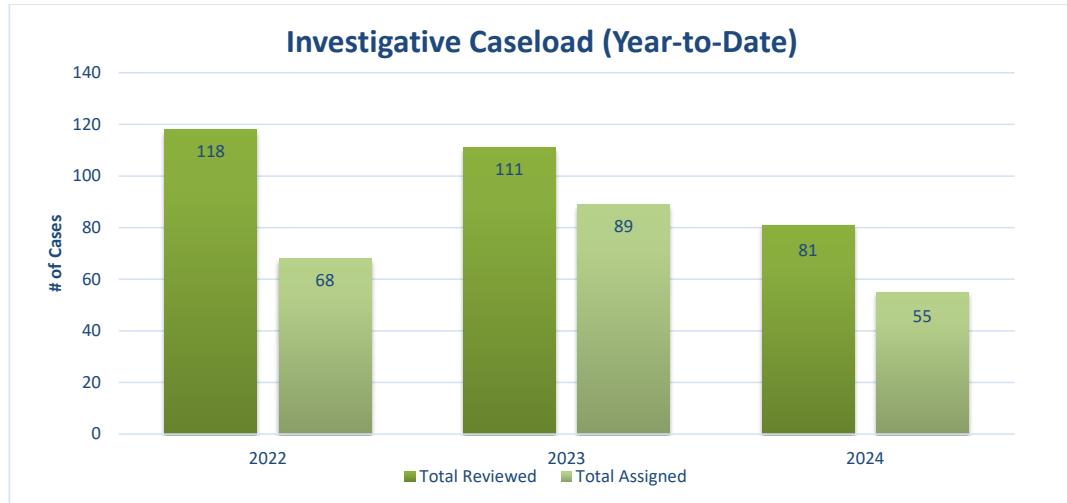
- Year-to-date, officers conducted 1102 traffic stops and issued 575 traffic citations.
- During the month, Dispatch handled 1490 9-1-1 calls and 3661 administrative calls.
- Our agency conducted six child safety seat inspections in March.
- Officer Piotr Dudek joined the department on February 20<sup>th</sup>. He recently retired from the Illinois State Police where he was a State Trooper for the past 16 years.
- Officer Guillermo Medina took his oath of office for the position of police officer on March 29<sup>th</sup>. Prior to joining LZPD, Mr. Medina was a security officer at a local hospital and serves in the U.S. Army Reserves. Guillermo will be attending the next SLEA recruit class that begins on April 29<sup>th</sup>. Officer Mahanna will be serving as a recruit supervisor for that class as well.
- There were two Major Crash Assistance Team callouts this month. On March 12<sup>th</sup>, Officer Young assisted the Lake County Sheriff's Office with fatal motor vehicle crash. Young served as the MCAT scene supervisor. On March 17<sup>th</sup>, Officer Young assisted the Gurnee Police Department with an injury crash involving a police pursuit. Young served as the assistant MCAT commander.

### **Investigations**

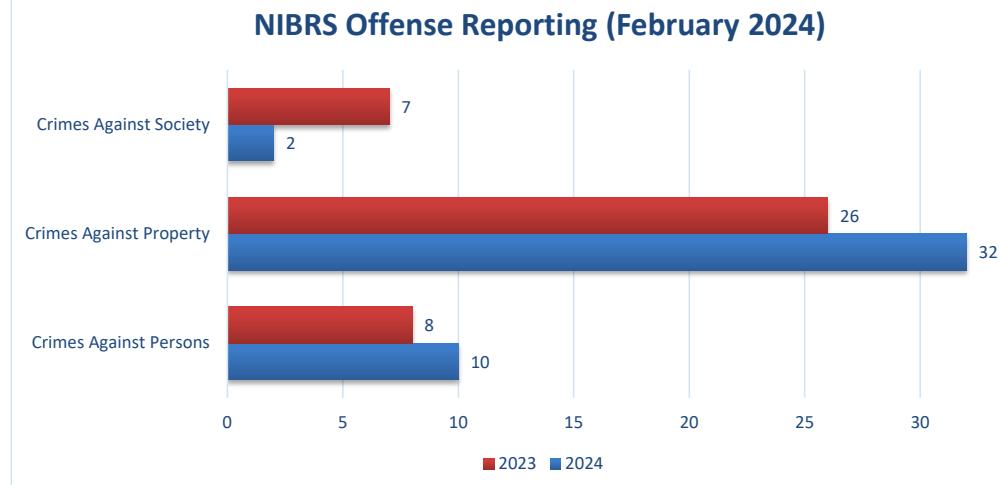
- The Criminal Investigations Division is currently investigating 59 cases, averaging 19.5 cases per detective. Of the 59 cases, 4 have been sent to the Lake County State's Attorney's Office (LCSAO) to obtain arrest warrants for identified suspects.
- There were two NIPAS Mobile Field Force callout this month in Carol Stream.



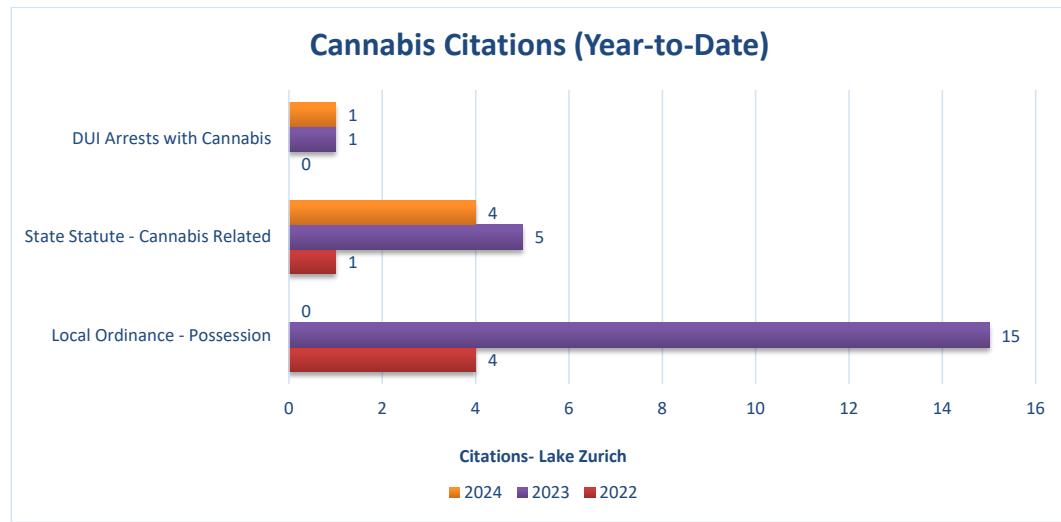
Officer initiated activity includes DUI Arrests, Vehicle Violation Citations, Non-Vehicle Violation Citations, Driving while License Suspended/Revoked, Crime Prevention Notices, Criminal Arrests, Traffic Citations, Traffic Stops, Extra Watches conducted, and Zero Tolerance enforcement. Total incidents are all CAD incidents. Frontline data, including vacation watches and directed patrols, are listed under officer-initiated activity.



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



The Lake Zurich Police Department has switched over to the FBI's National Incident-Based Reporting System (NIBRS). Data is broken down into the following three categories: Crimes Against Persons, which include crimes such as murder, assault, and sex offenses; Crimes Against Property, which include crimes such as robbery, burglary, theft, fraud, and stolen property; and Crimes Against Society, which includes crimes such as drug/narcotic violations, pornography, and weapon violations. \*One month behind



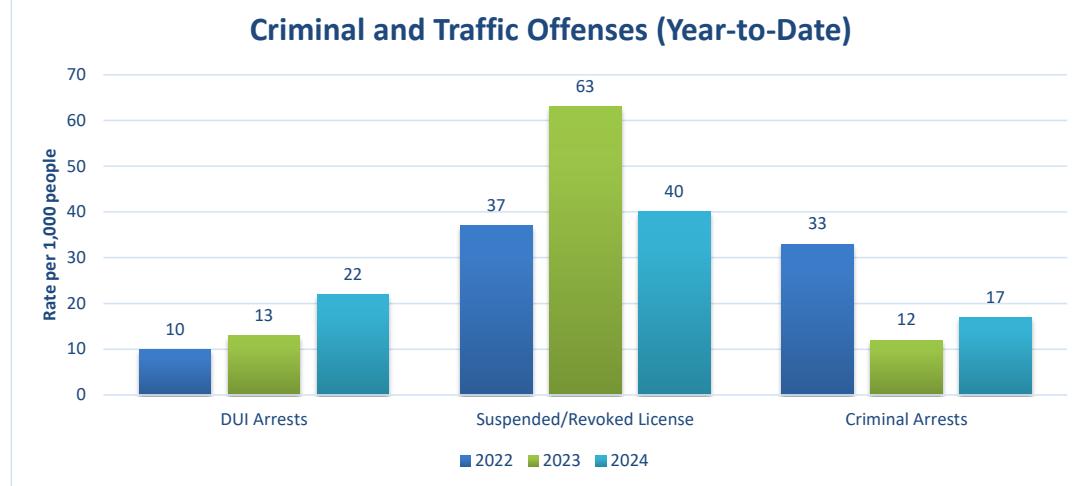
Illinois passed new cannabis rules and regulations that went into effect on January 1, 2020. These citations include local ordinance cannabis possession citations, state statute cannabis related citations (includes possession, delivery, paraphernalia, and DUI), and DUI arrests with cannabis as the primary or contributing factor.



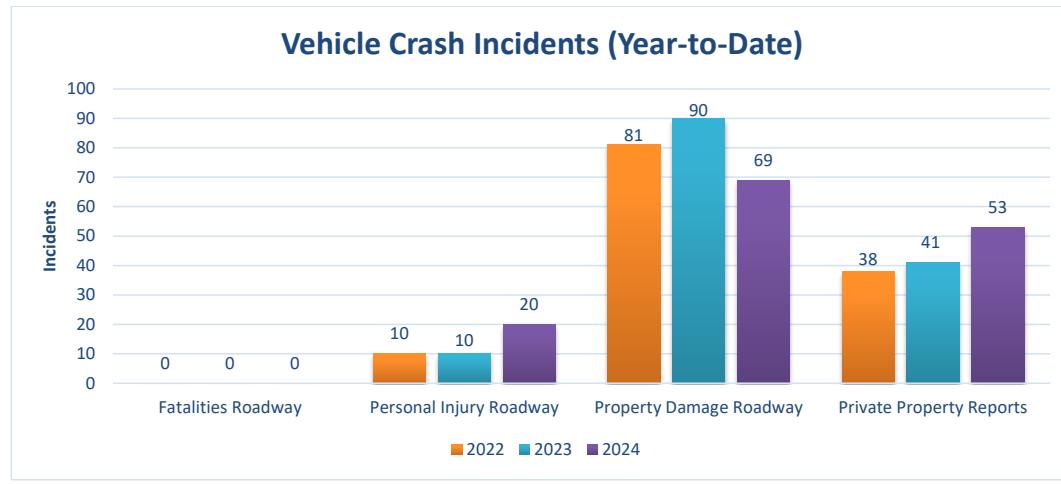
Law enforcement agencies in Illinois are now required to report to the state any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident. The report shall include the number of incidents, the level of law enforcement response and the outcome of each incident. For purposes of this section, a 'mental health crisis' is when a person's behavior puts them at risk of hurting themselves or others or prevents them from being able to care for themselves.



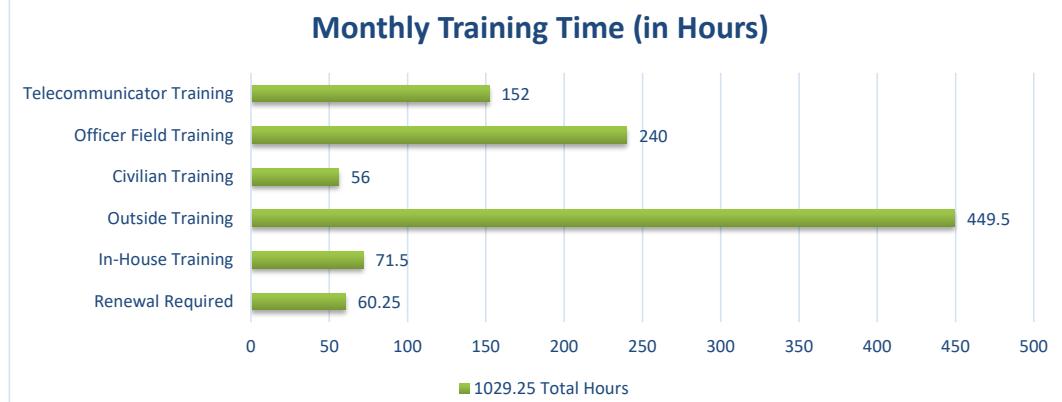
Information depicted in this graph relates to traffic stops conducted by Department personnel.



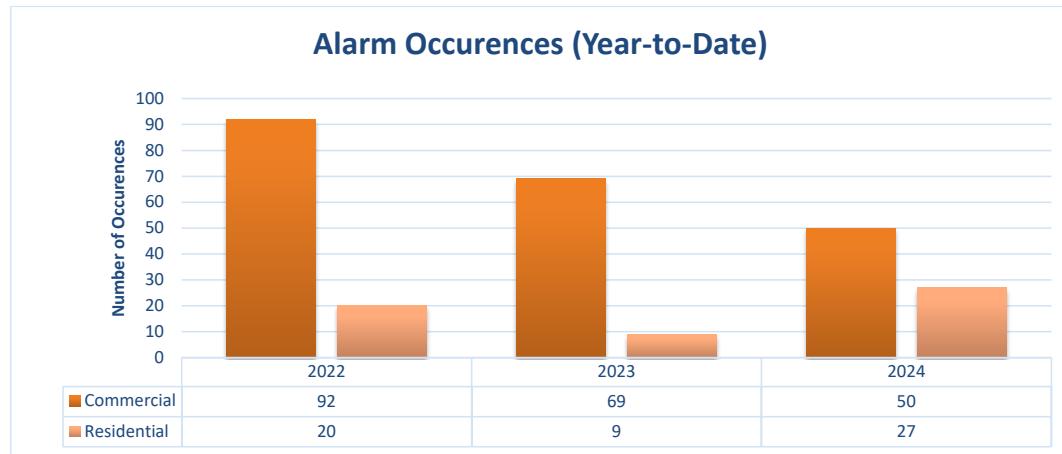
Information depicted in this graph relates to Driving Under the Influence of Alcohol/Drug arrests, Driving while Driver's License Suspended/Revoked arrests, and various criminal arrests (Domestic Battery, Retail Theft, Drug Offenses, etc.) conducted by Department personnel.



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

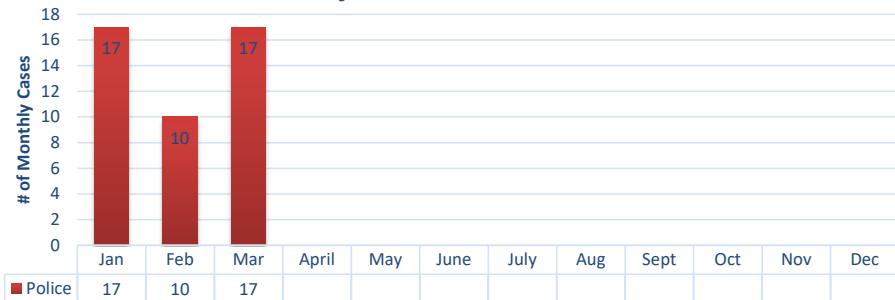


Training is an important element to maintain or improve skills/knowledge/ability. The main categories of training include field training, chief's training, civilian training, firearms training, outside agency training, in-house training, and renewal required training.



The records department monitors the number of alarms to which Patrol personnel respond – many of the alarms are false.

### Administrative Adjudication Caseload 2024



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

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

2024	Red Light Violations		Adjudication for Red Light Violations			Accidents at Red Light Intersections			
	Citations	Net Received	Hearings	Liable	Not Liable	Non-Suit	12/ Miller Road	12/ Route 22	12/ June Terrace
January	119	\$10,305	3	2	1	0	3	2	3
February	167	\$9,090	0	0	0	0	2	2	2
March	207	\$5590	2	1	1	0	1	2	1
April									
May									
June									
July									
August									
September									
October									
November									
December									
<b>Total</b>	<b>493</b>	<b>\$24,985</b>	<b>5</b>	<b>3</b>	<b>2</b>	<b>0</b>	<b>6</b>	<b>6</b>	<b>6</b>

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



# PUBLIC WORKS DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2024**

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

505 TELSER ROAD  
LAKE ZURICH, IL 60047

## DEPARTMENTAL NARRATIVE

**Park Maintenance:** Crews continue to address maintenance items within the parks.

**Special Events:** Crews prepared for the Purple Plunge and performed clean-up post event. Crews prepared for the Egg Hunt and performed clean-up post event.

**Winter Operations:** Crews have prepared all vehicles and equipment associated with winter operations. Blending of liquid de-icing products used in anti-icing and pre-wetting of granular material is complete and will continue throughout the season. Crews responded to one (1) events in March with snow totaling 1 inch. Detailed resource usage can be found in the graphs in the final section of this report.

**Infrastructure Projects:**

*2024 Watermain and Road Resurfacing Improvements*

Bids were opened on February 15, 2024 and staff has reviewed submissions. The contract was awarded to Pirtano Construction Company at the March 4, 2024 Village Board meeting.

*2024 Concrete Replacement Program*

Bids were opened on February 28, 2024 and staff has reviewed submissions. The contract was awarded to Suburban Concrete at the March 18, 2024 Village Board meeting.

*2024 Sealcoating Program*

Bid documents were released on February 5, 2024 and read on March 14, 2024. Staff has reviewed submissions. The contract is scheduled to be awarded to Pavement Systems at the April 1, 2024 Village Board meeting.

*2024 Crack Sealing Program*

Bid documents were released on February 19, and read on March 25, 2024. Staff has reviewed submissions. The contract is scheduled to be awarded to Patriot Pavement Maintenance at the April 15, 2024 Village Board meeting.

*2024 Natural Area Maintenance Program*

Bid documents were released on February 19, 2024 and are scheduled to be read on April 4, 2024

*Roof Replacement*

All American Exterior Solutions has begun the roof replacement at the Community Services Facility with that portion of the project expected to be completed in the middle of April. The window portion work is expected in July.

The exterior projects at the Village Hall and Paulus Park Chalet and Concession Stand are expected to begin around May 1.

*2024 Police Department Gun Range HVAC Improvements*

Staff is working with the low bid contractor to finalize details on the project. A presentation to the Village Board for action is expected in the middle of April.

**Breezewood New Construction**

The interior of the building had drywall and cement backer board installed. Tile for the bathrooms was ordered.

The fire alarm system was roughed in before drywall, main panel to be installed shortly.

The overhead door and roll up windows have been secured and are awaiting installation.

The steel for the roof has been fabricated and delivered to the site, installation will follow.

**2024 Buffalo Creek Facility Floor Replacement**

Bid packets for the removal of the existing floor and installation of a new vinyl plank floor in Building A became available on March 22<sup>nd</sup>. The bid opening is scheduled for May 1<sup>st</sup>.

**2024 Buffalo Creek Bank Stabilization**

A bid opening was held on March 27<sup>th</sup>. ILM (Integrated Lakes Management) was the apparent low bidder.

**March Water Main Break Locations:**

940 Colonial Ct  
825 S. Rand Rd  
360 Stone Ave

**Water Main Replacement:**

Bids for Rt. 12 water main replacement (between L.A. Fitness and Starbucks), Rt. 22 water main replacement (between Telser & Fern Road) and Cedar Creek subdivision water main replacement were opened on February 15, 2024 and have been reviewed. The contract was awarded to Pirtano Construction Company at the March 4, 2024 Village Board meeting.

**Employee Training:**

The Fire Department conducted Stop the Bleed and First aid Training for all Public Works employees. Ian Ryan and Abraham Hernandez attended an electrical safety class on March 14, 2024

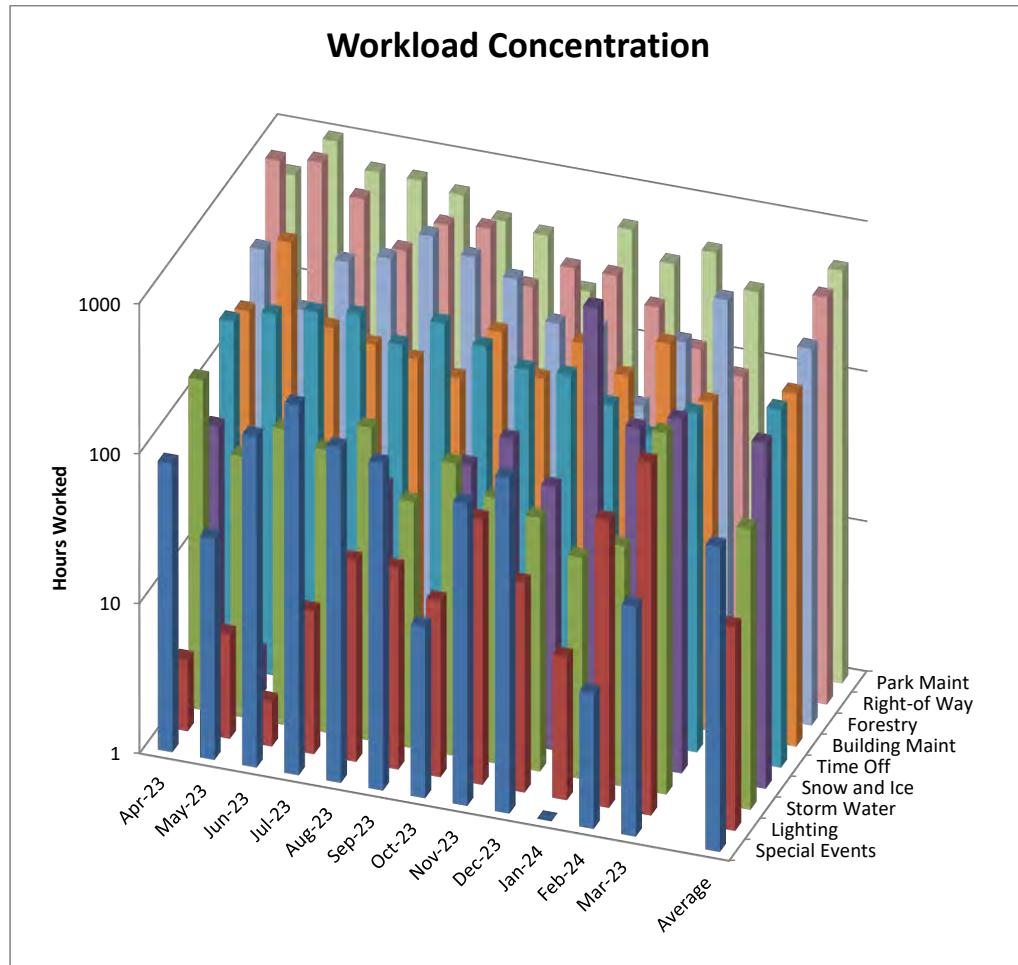
**Anniversaries:**

Fitch, Jack	3/7/2022
Michaels, Jeremy	3/14/2017
Wierer, Will	3/15/2014
Cernock, Mike	3/1/1993

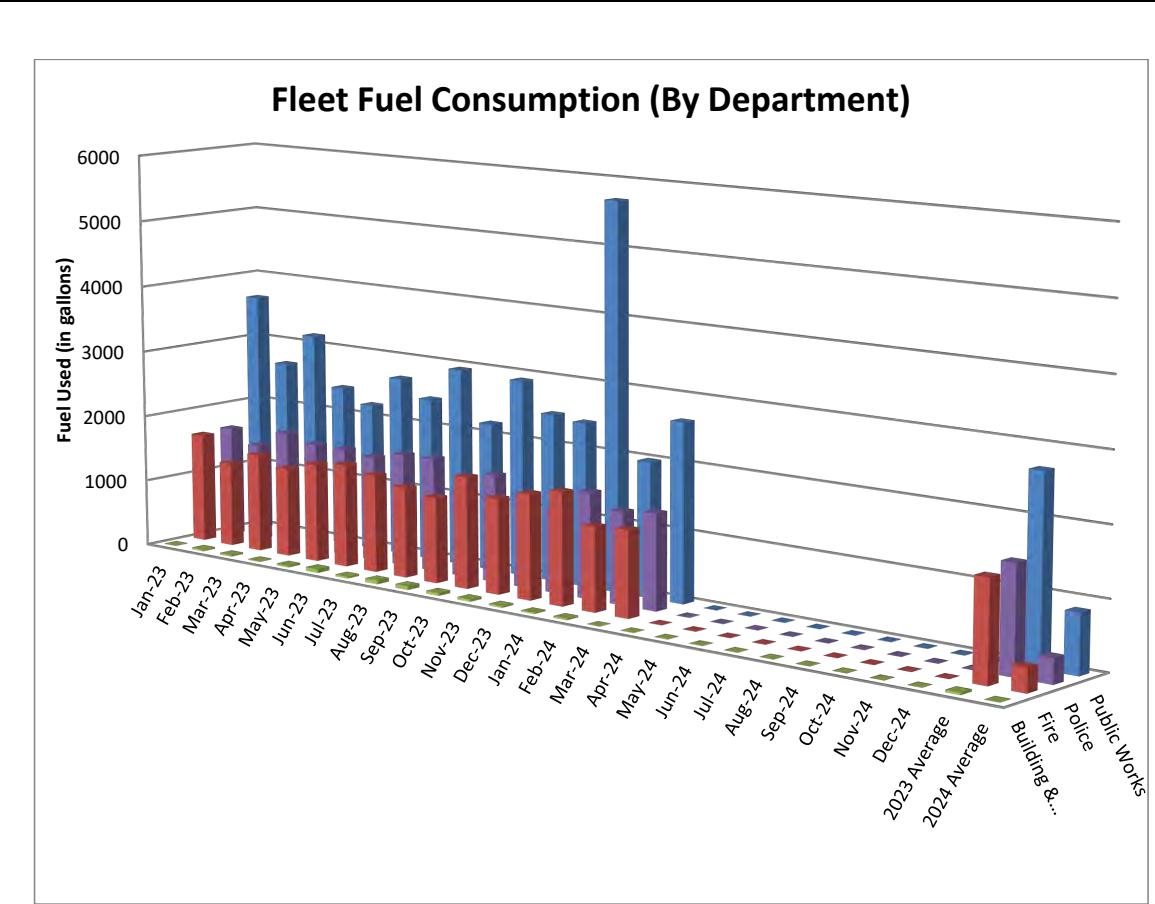
**New Employees:** None

**Staff Kudos:**

An extra special thanks to a few members of the PW team from the Police Department for the smooth transition while having the new carpet installed: John Cuellar, Andy Popolek, & Jake Kramer



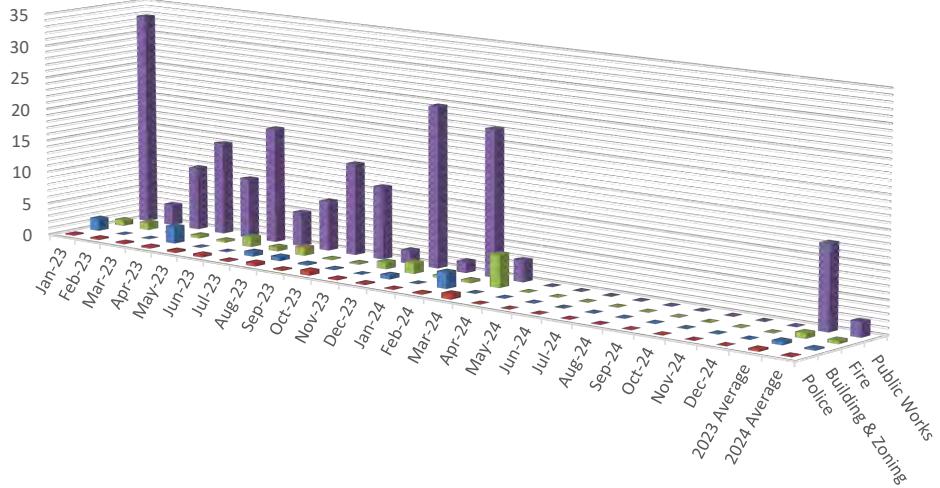
A core function of Public Works are related to the completion of work orders for several categories, including administrative, forestry, park maintenance, municipal property maintenance, right-of-way, snow and ice, street lighting, and storm water system maintenance. This chart shows the number of hours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



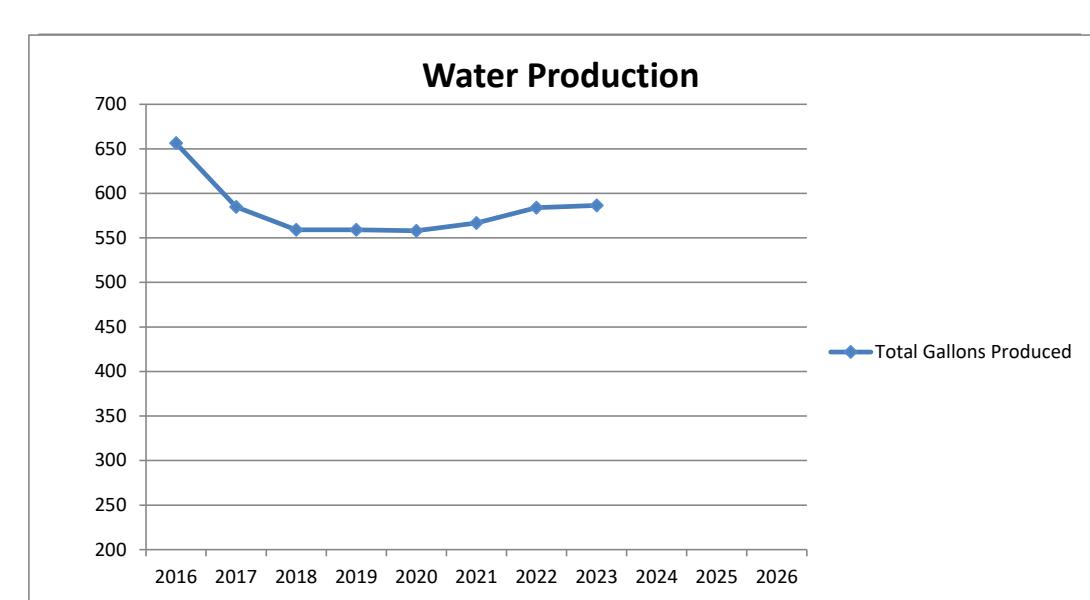
Tracking fuel consumption allows staff to make informed decisions relating to the municipal vehicle fleet, including the number of vehicles in each department, the types of vehicles purchased and the type of fuel source used. Dramatic fluctuations in fuel consumption can occur during events such as heavy snowstorms. (Output measure)

## Average Cost per Mile for Village Fleet (By Department)

■ Police ■ Building & Zoning ■ Fire ■ Public Works



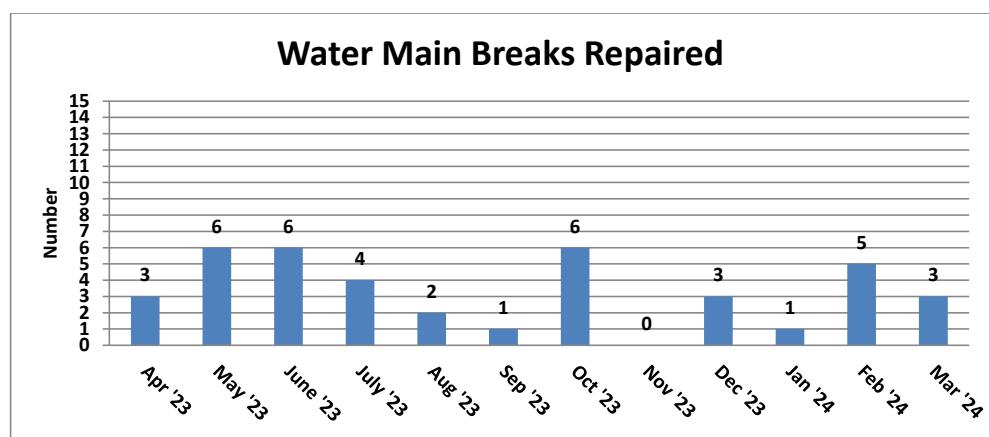
Vehicle cost per mile is an initial indicator of an efficient fleet operation. With basic cost per mile information in hand, all components that feed into that cost can be scrutinized and measured. These components include labor rates, fuel costs and parts costs. Looking further into the Village' vehicle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



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

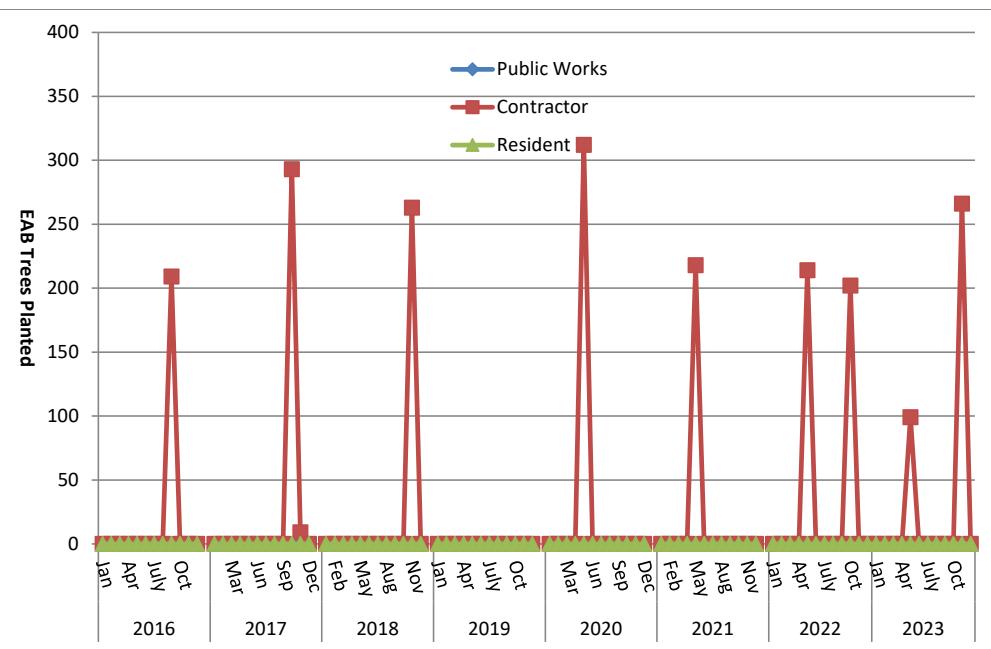
	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	49.301	46.667	45.868	44.227	43.867	42.319	43.414	44.980	44.448
February	45.801	40.952	41.098	41.452	41.645	40.367	39.261	40.767	41.302
March	53.467	44.543	43.155	43.946	43.552	42.924	41.852	44.741	44.178
April	55.963	49.974	45.098	43.570	40.662	45.129	43.301	44.971	
May	60.273	49.588	48.065	45.339	44.834	51.240	67.048	54.729	
June	63.819	56.169	46.114	45.489	51.130	56.763	60.282	62.204	
July	68.751	53.755	57.074	59.526	54.529	53.105	55.144	56.076	
August	66.229	54.746	54.067	61.419	58.959	54.083	55.279	55.155	
September	58.664	53.928	46.809	44.786	51.040	51.058	48.164	50.266	
October	45.838	47.169	44.369	43.476	44.443	44.019	44.912	46.189	
November	42.120	42.335	42.089	41.475	40.680	42.441	40.581	42.471	
December	46.088	44.961	45.305	44.379	42.684	43.222	44.757	43.811	
<b>Total</b>	<b>656.314</b>	<b>584.787</b>	<b>559.111</b>	<b>559.084</b>	<b>558.025</b>	<b>566.670</b>	<b>583.995</b>	<b>586.360</b>	<b>129.928</b>
<b>Avg</b>	1.793	1.598	1.532	1.532	1.529	1.553	1.600	1.606	1.428
% incr/decr	11.37%	-12.23%	-4.59%	0%	-0.02%	1.55%	3.06%	0.04%	

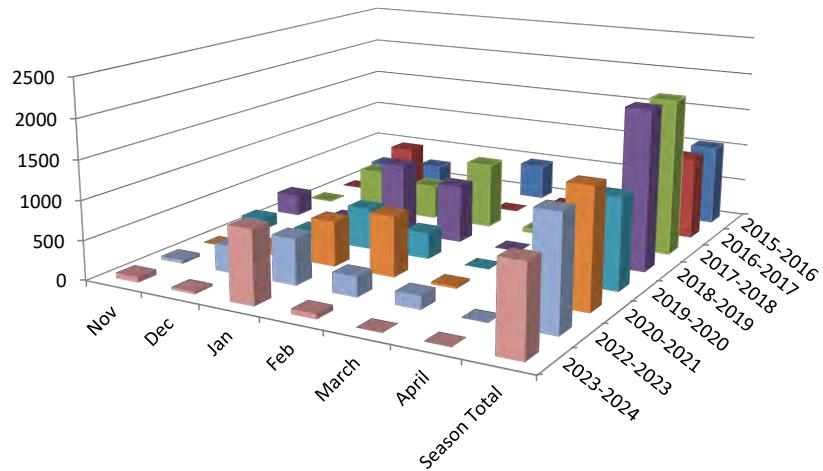
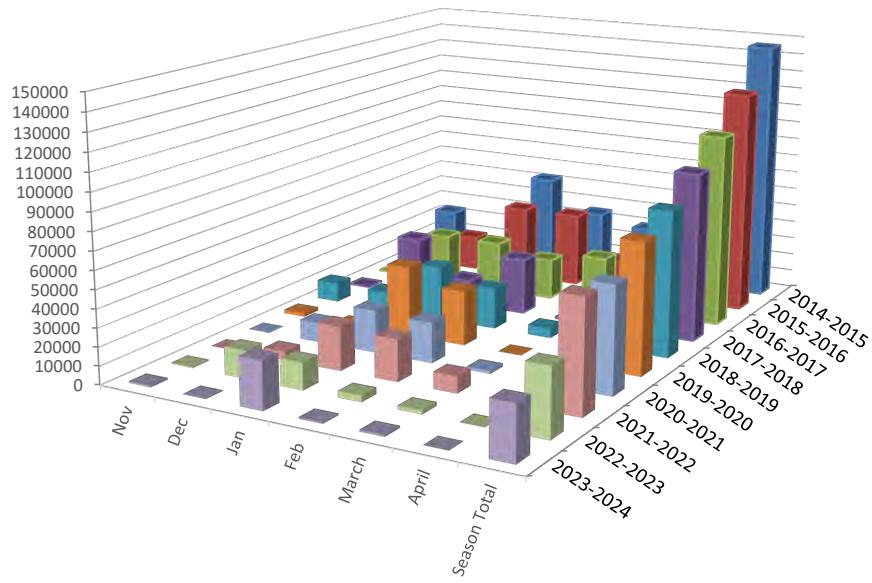
The highlighted months are the lowest for each of these months in the last 8 years. The highest monthly production in the last 8 years occurred in July of 2016. In 2023, our daily average was 1.6 million gallons per day.



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

## Emerald Ash Borer Tree Replacement Program



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



# FIRE DEPARTMENT

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## MONTHLY INFORMATION REPORT

**March 2024**

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

70 E. MAIN STREET  
LAKE ZURICH, IL 60047

## Departmental Narrative

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

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

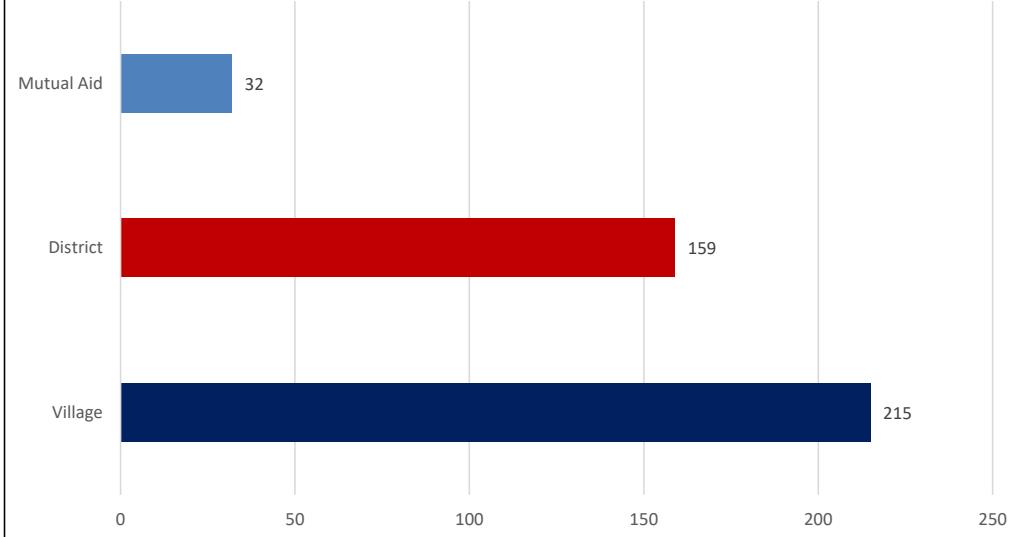
**OUR VALUES:** Professionalism, Responsibility, Integrity, Dedication, Honor

### **EXECUTIVE SUMMARY – March 2024**

The Lake Zurich Fire Department provides a full range of professional and high-quality services to the Village of Lake Zurich and the Lake Zurich Rural Fire Protection District. We protect approximately 37,000 residents, many local businesses, and visitors across the twenty-five square mile combined service area. The Villages covered in the fire district include Hawthorn Woods, Kildeer, Deer Park, North Barrington, and Lake Barrington.

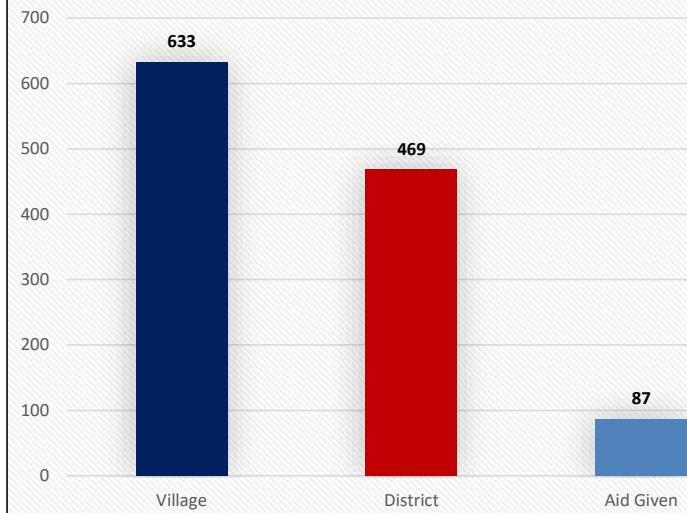
**407** Incidents – March 2024

### **Responses - March 2024**



**1189** Incidents – Year to Date

**Responses - Year-to-Date 2024**



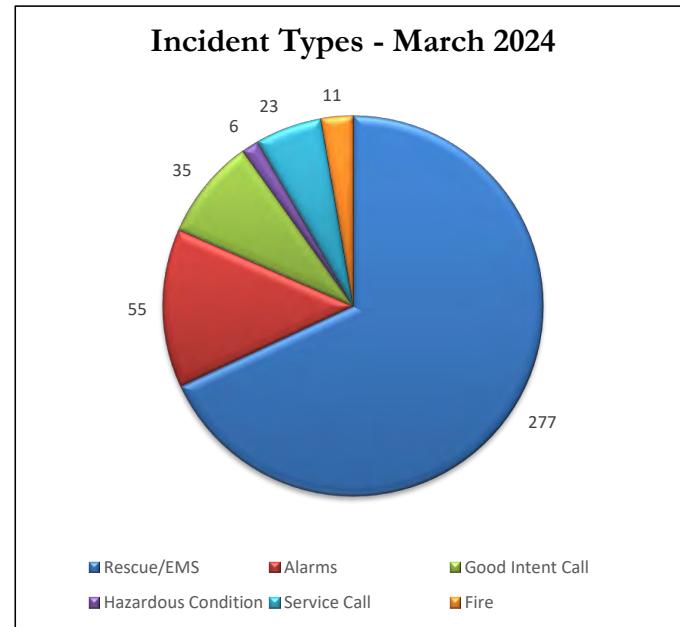
## Incident Types

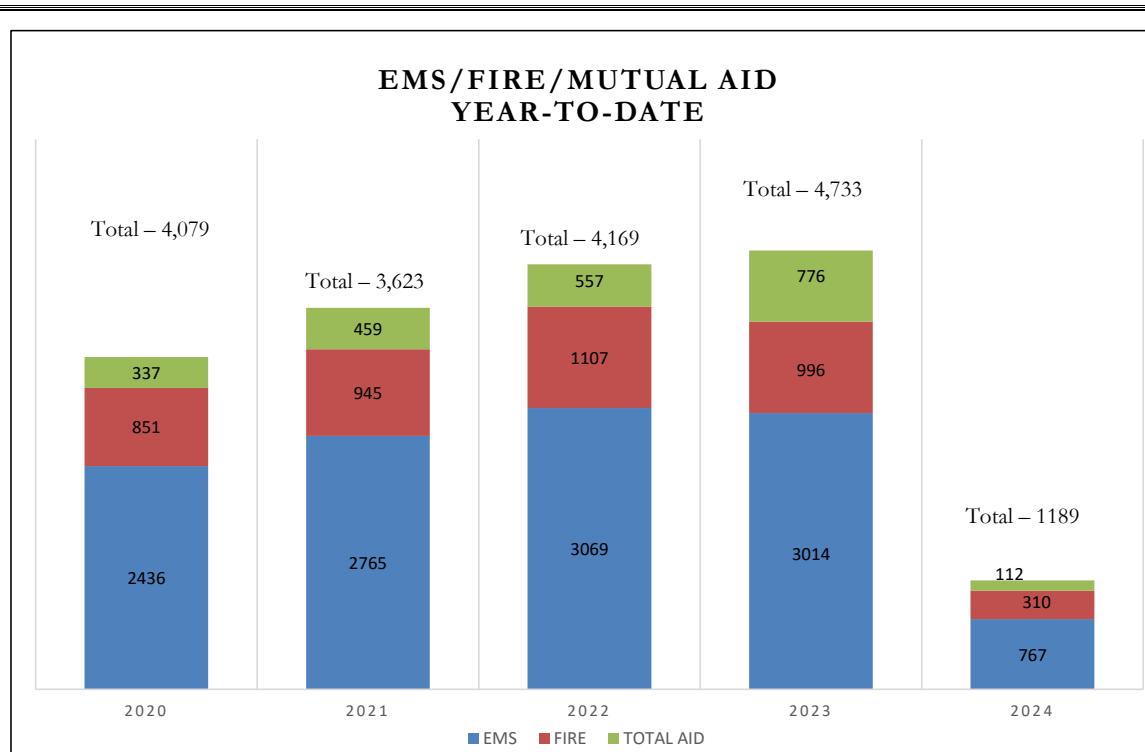
The Department codes all incidents within the National Fire Incident Reporting System (NFIRS).

The codes all relate to the text categories noted in the chart to the right. Rescue and EMS incidents account for the majority of incidents we respond to.

In March, **407** incidents were Rescue and EMS incidents.

**Incident Types - March 2024**





### Fire Incidents (Year-to-Date)

#### WORKING FIRES

Total Count for 2024

**12**

#### INCIDENTS WITH PROPERTY VALUE CHANGE

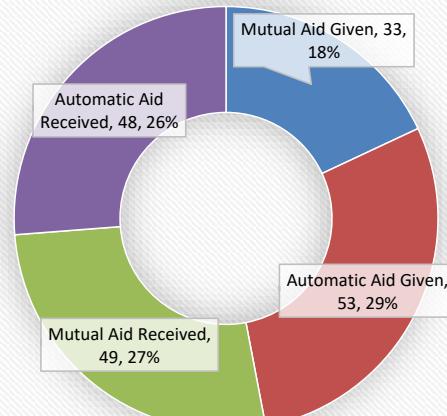
Count of Incidents with Property Loss – 2024

**6**

Percent of Property Value Saved

**87.90%**

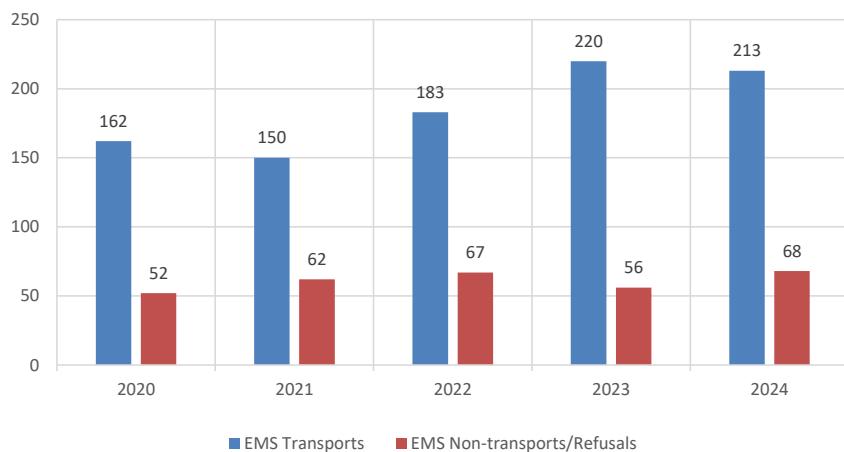
### Mutual Aid - Year-to-Date 2024

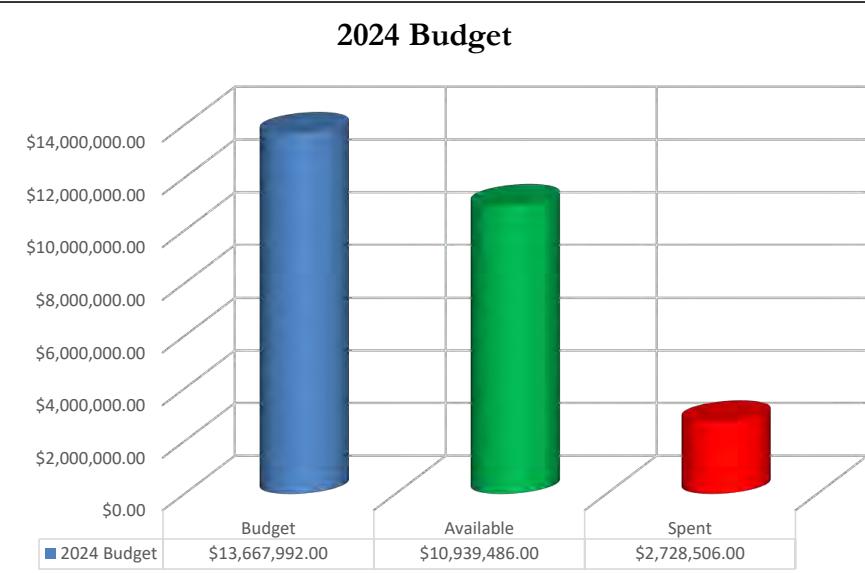


### EMS Incidents

The chart shown below reflects EMS Transports vs. Non-Transports/Refusals. It's important to note that not every EMS call will result in a transport to the hospital. However, as you'll see from the data, transports always outpace Non-Transports/Refusals. This chart below compares the month of March across 5 years.

#### EMS Transports vs Non-Transports/Refusals Monthly Comparison





Renovation of station 4 has begun. The project includes a complete kitchen rehabilitation, removal of tile and replacement with non-stick floors throughout the facility, apparatus floor replacement, and a locker room facelift/enhancement to be more inclusive and provide more privacy.



## ADMINISTRATION DIVISION

### STATIONS & STAFFING | OFFICER & FIREFIGHTER/PARAMEDIC

**STATION 1**

321 S. Buesching Road  
Lake Zurich, IL 60047

**APPARATUS & STAFFING**  
BATTALION 32

ENGINE 321  
AMBULANCE 321

**STATION 2**

350 W. Highway 22  
North Barrington, IL 60010

**APPARATUS & STAFFING**

ENGINE 322  
AMBULANCE 322

**STATION 3**

1075 Old McHenry Road  
Lake Zurich, IL 60047

**APPARATUS & STAFFING**

ENGINE 323  
AMBULANCE 323

**STATION 4**

21970 Field Pkwy  
Deer Park, IL 60010

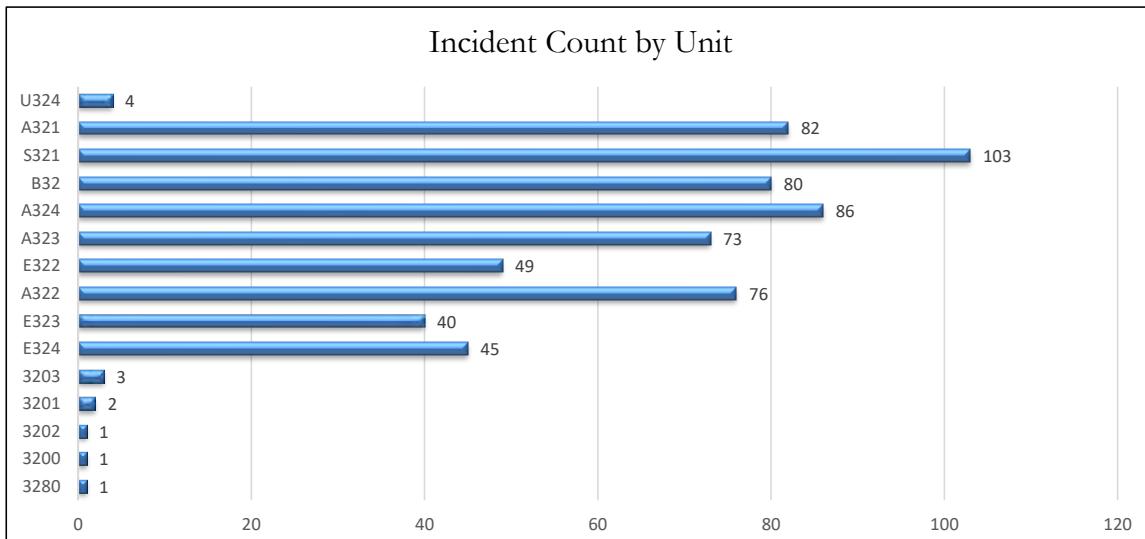
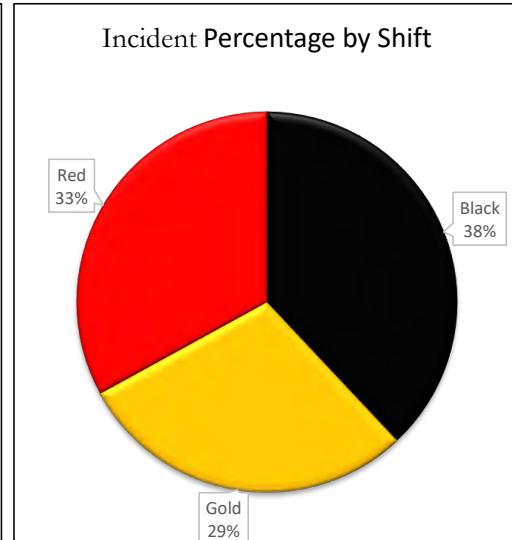
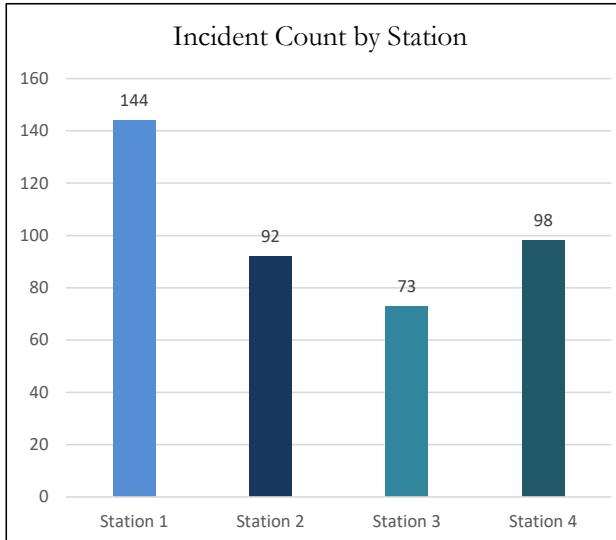
**APPARATUS & STAFFING**

ENGINE 324

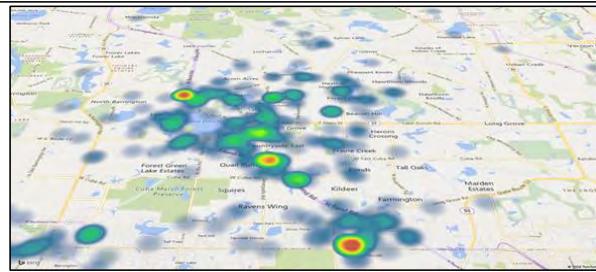
AMBULANCE 324



## OPERATIONS DIVISION

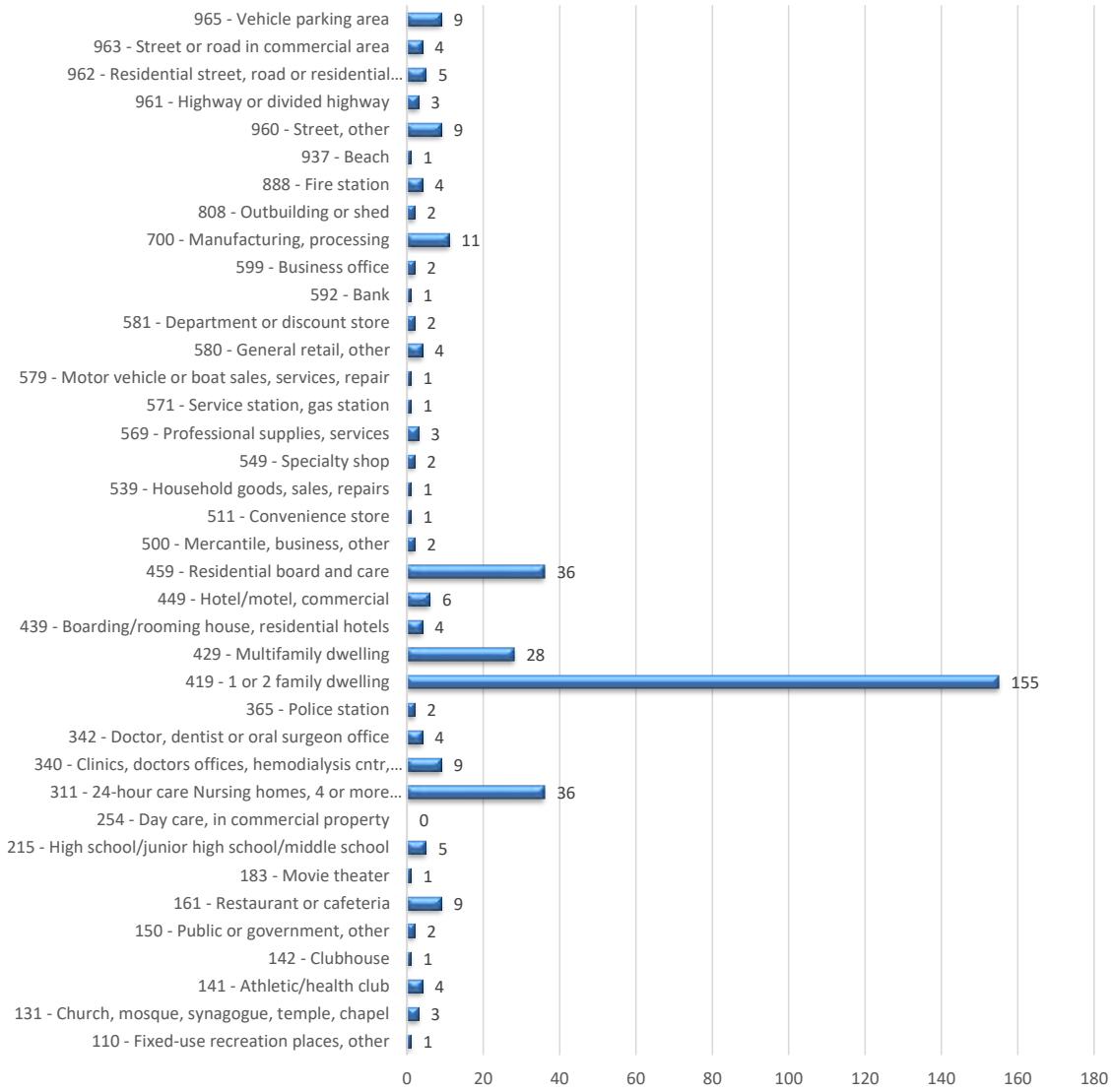


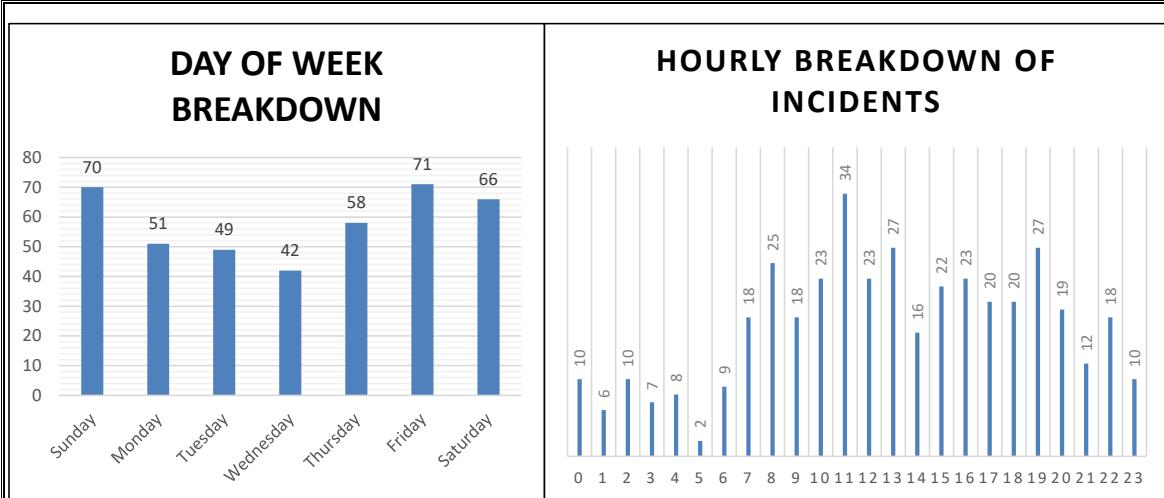
**Response Locations** The graphic to the right is a visual representation of call distribution for March. As visually displayed, the assisted living/memory care facilities are a large portion of our department calls and are consistently within the top locations responded to each month. We frequently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



8 | Page

### Incidents by Property Type - March 2024





### Response Times

Response time includes three key factors: **dispatch handling, turnout, and travel time**.

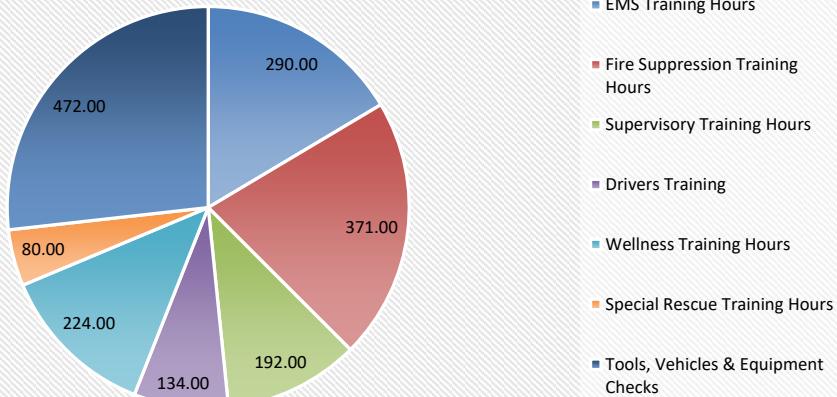
Dispatch handling time is when dispatch takes in information and then dispatch personnel. The turnout time is when the crews receive the call to the time they get into the vehicles and hit the enroute button. Travel time reflects the time from en route to when they arrive at the incident scene. Construction,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

The following shows the average times for all emergent/non-emergent incidents, with arrival on the scene for EMS, Fire, and Mutual Aid in March 2024.

Dispatch Time	Turnout Time
Average Dispatch Time <b>1 MINUTE, 41 SECONDS</b>	Average Turnout Time <b>MINUTE, 55 SECONDS</b>
Travel Time	Response Time
Average Travel Time <b>4 MINUTES, 52 SECONDS</b>	Average Response Time <b>7 MINUTES, 28 SECONDS</b>

## TRAINING DIVISION

### Monthly Training Hours - 1,763 Total



#### Fire Training:

- Search and Rescue
- Deploying the Cross-lay – Minuteman Deployment
- Engineering
- SCBA – Yearly Consumption Drill
- Quarterly Live Fire Training – Wauconda
- LP vs CNG Vehicle Fires
- Calling the MAYDAY
- Inservice Training – New York Skid Load
- Advancing the New York Skid Load
- Preplan Review and District Familiarization

#### EMS Training:

- NWCH Continuing Education- Cardiac Arrest
- Restraint Use
- Responding to Active Threats
- ChemPak – Biological incident mobilization of resources kept at specific hospitals

#### Special Team Training:

- Brush Truck Operations
- TRT – MABAS County Level Training
- Haz Mat – County-Level Training

- Seatbelt Tensioning Systems-The Loaded Danger

**Health and Safety Training:**

- Daily Fitness
- Knee Health

**Administrative Training:**

- Professional Development
- NIMS 100C- Update
- Officer development
- ROHVA Safety E-Course for the MABAS UTV asset

**Outside Training:**

- Kevin Glaser attended Structural Collapse at IFSI
- Alex Tanner attended LDDM at IFSI
- Lt. Reid and Lt. Wascow started their Advanced Fire Officer at McHenry

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## FIRE PREVENTION BUREAU

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**Annual Fire Inspections:**

The Fire Prevention Bureau conducted **11** Annual Property Inspections in March.

3/25/2024 – School District 95 Annual Fire Inspections with Lyle Erstad (Executive Director of Facilities and Grounds). May Whitney – Lake Zurich High School – Middle School North – Isaac Fox - Seth Paine - Middle School South – Sarah Adams – Spencer Loomis – Young Adult Center. (Reports for all 9 schools are completed, OSFM forms have been completed, submitted and have been approved).

3/26/2024 – Annual Fire Inspection for 66 Church Street School Administrative Building – 832 S. Rand Road District 95 Professional Development Center.

**Additional Inspections and Follow-Ups:**

3/4/2024 – Pump Test at 940 Telser Road.

3/4/2024 – Sprinkler System Alarm Follow-Up at 21878 W. Talia Lane – (Property Manager has scheduled for service).

3/5/2024 – Fire Alarm System Follow Up at Lake Zurich Shoppes - 567 N Rand Road for the ongoing trouble alarms. (Contacted property management and advised for service).

3/6/2024 – Sprinkler System Alarm Follow Up at 550 Enterprise Parkway – Low power to the fire pump (Property Manager has been notified and service has been scheduled).

3/7/2024 – Fire Pump repair at 550 Enterprise – (Fire Pump is repaired by Central States and back in service).

3/7/2024—Knox Box at 525 Enterprise—The gate and front door keys have been provided and placed inside the front gate Knox box.

3/8/2024 – Residential Knox Box at 450 Ginger Trail – Disabled resident at this location. Paperwork has been submitted to dispatch and placed in the system.

3/11/2024 – Fire Alarm System Follow-Up at Ela Area Public Library - 275 Mohawk Trail – (System was normal upon inspection).

3/11/2024—Fire Alarm System Follow-up at 21840 W. Lake Cook Road for the faulty smoke detector. (Management was notified to have Escooe replace the faulty detector. A second follow-up is required.)

3/12/2024—Second Fire Alarm System Follow-up at 21840 W. Lake Cook Road for the faulty smoke detector. (The Detector has been repaired, and the system is back in service.)

3/12/2024—On-site inspection for the new fire pump installation at Biltmore Country Club. (The New pump has been delivered and is being dropped in the pump house for installation, pictures below.)



3/13/2024 – Fire Alarm System Follow-Up at 567 N Rand Rd - Lake Zurich Shops - Repeated trouble alarms received on the daily event history report. (Property management has scheduled service. A second follow-up is required).

3/13/2024 - Second Sprinkler System Alarm Follow-Up for 21878 W. Talia Lane – (USA Fire Protection has completed repairs; the system is back in service).

3/14/2024 – Knox box at 425 Enterprise - Mr. Meyers (Building Owner) providing new keys for the building.

3/15/2024—Fire Alarm System Follow-up at 459 S Rand Road—MB Financial (Trouble alarms due to power surge; system normal upon inspection).

3/15/2024—Fire Alarm System Follow-up at 940 Donata Court Building A—(Trouble alarms due to power surge; system normal upon inspection).

3/18/2024—Sprinkler System Alarm Follow-Up at 160 Biltmore Drive—(The Alarm was activated because the system was not put in service correctly. The valve was left closed, picture below. The issue has been resolved, and the system is now back in service.)



3/18/2024 – Knox Box at 160 Biltmore Drive – (Keys have been provided for all areas of the club grounds and have been assigned new tags).

3/18/2024—Service Call Incident Follow-up at 20393 N Rand Road Orange Theory Gym for the activation due to a treadmill electrical issue. Staff used a dry-chem fire extinguisher. (I met on-site with the business owner and electrician.) The Tread Mill was removed, and the entire suite was cleaned by a professional cleaning crew.

3/19/2024 – Fire Alarm System Follow-Up at 945 Telser Road Bish Creative Display Inc. – (Consistent Trouble alarms and restores. FSS was contacted and NAC wires replaced. System now normal).

3/22/2024—Fire Alarm System Follow-up at 540 Capital Drive—Medical Murray (Trouble alarms and restores; FSS was contacted, and service is scheduled).

3/22/2024 – Third Fire Alarm System Follow-Up at 567 N Rand Road (Consistent Trouble alarms and restores. FSS was contacted, and a new Fire Alarm Panel is scheduled for Installation).

3/22/2024 – Fire Alarm Incident Follow-Up at 550 Enterprise Pkwy (Alarm activation most likely due to the omitting of steam from the machines used for operation, met with the building owner to discuss options. Active Alarm is scheduled to test the system for any zoning issues. Also advised to upgrade the filtration system located above each machine). Second follow-up required.

3/22/2024 – I was called to the scene at 330 Rt 22 for the accidental sprinkler head activation. While on site, I met with the building owner and the sprinkler company (Atomic Fire Protection). The sprinkler head has been replaced, water was turned back on, and the pumps powered back on. The system charged and was brought back up to normal operating pressure. No issues were noted while on site. The system was back in full service at 14:45.

3/26/2024—Sprinkler System Alarm Follow-Up at 1025 Old McHenry Road—(Sprinkler Head Activation due to excessive steam created in the men's sauna. I met with the Maintenance Person (Greg) to advise getting the issue resolved. A second follow-up is required.)

3/26/2024 - Sprinkler System Alarm Follow-Up at 127 N. Buesching Road – (Jockey Pump running consistently. Maintenance Person (John Anderson) was advised that service is required. Three new tamper switches and one jockey pump have been ordered. Work is scheduled for Thursday. A second follow-up is required).

3/26/2024—Fire Alarm System Follow-up at 555 Oakwood Road—Smalley Steel Ring (Trouble alarms and restores; FSS was contacted, and service is scheduled).

3/26/2024 - Fire Alarm System Follow-Up at 21840 W. Lake Cook Road (Experiencing a trouble alarm on the fire panel. Property Manager has submitted an emergency service request with Essco). A second follow-up will be required.

3/26/2024 – Second Sprinkler System Alarm Follow-Up at 1025 Old McHenry Road – (Sprinkler head was replaced, system is back to normal).

3/27/2024—Supervisory Alarm Follow-Up at 430 S. Rand Road (180)—(The Alarm was caused by low heat due to an employee leaving the door propped open. The heat is now up to the proper temperature, and the system is now normal.)

3/27/2024 – Incident follow-up with Home Depot Manager (Janet Sweno) regarding firefighter access for the rear sprinkler room door. The ordinance and code were sent to corporate for review. Corporate approved the request, the rear sprinkler door shall be labeled, and a lock core with a handle will be installed on April 4, 2024.

3/28/2024 – Knox Box at 315 Surryse – Young Adult Center (Meet on-site with Jamie Krupp “GC” for the new 4400 series Knox Box and tamper installation).

3/29/2024—Fire Alarm System Follow-up at Papahus Gyros, 1110 S Old Rand Road, involving Frequent Trouble Alarms (Advised property manager to schedule service with alarm company). A Second follow-up is required.

3/29/2024—Knox Box at 955 S. Rand Road House of Hope Resale (A Key was provided for the lock change and placement inside the Knox Box; all keys for this Knox Box have been re-tagged).

3/29/2024—Second Sprinkler System Alarm Follow-up at 127 N. Buesching Road—(The System has been repaired and is back in full service).

3/29/2024 – Fire Alarm System Follow Up at 103 & 185 S. Rand Road Lakeview Plaza. These units are currently not tied into the main fire alarm system for the strip mall. Property Manager Dan Shafron has been notified and advised to schedule service immediately. A second follow is required. I spoke with the alarm technician (D&I Electronics). Work is scheduled for April 1, 2024. Every unit for this strip mall will be tied into the main fire alarm panel.

3/29/2024—Second Fire Alarm System Follow-up at Papahus Gyros, 1110 S Old Rand Road—FSS was out for service, but no issues were found. The system is normal.

#### **Meetings and Other Activities:**

3/1/2024 – Interview for part-time fire inspector candidate Adam Graham.

3/4/2024 – Pub-Ed Supply meeting with Terry Niewiadomski - (National Fire Safety Council).

3/5/2024 - Interview for part-time fire inspector candidate Daniel Metz.

3/6/2024 – NIFIA meeting/ training at Mundelein Fire Station One.

3/7/2024 – On-site “tornado drill” consultation at 405 Enterprise (US Gymnastics) with Director Nancy.

3/8/2024 – Meeting with Flex Construction regarding a new project at 425 Enterprise. (43,000 square foot addition)

3/9/2024 – Chamber Expo Participation and Inspection of one food truck at May Whitney Elementary School.

3/14/2024 – Met at LZ High School with Greg to discuss changes with Exit access.

3/20/2024 – FSS annual fire alarm system testing at all four Lake Zurich Fire Stations. Fire Alarm panel battery replacement for Station 2 and Station 3; all other devices passed and tested normal.

3/21/2024 – Fire Drill at the Lake Zurich Police Station. 18 total participants - evacuation time at 1 minute 55 seconds. No issues were noted during this fire drill. (The pull station key was missing from Knox Box. International Fire Equipment was contacted; they provided a key, and it was placed inside the Knox box).

3/27/2024 – On site consultation with FSS technician Adam Pflug at 24630 Old McHenry Road to discuss Fire Alarm System upgrades to the stable house.

#### **Fire Incidents/Investigations:**

3/4/2024 –Structure Fire Follow Up with homeowner at 211 Kimberly.

3/5/2024 – Structure Fire Investigation Follow Up at 211 Kimberly (pictures below) on site with B&F, Captain Santoyo and General Contractor John Skillman. Origin of fire was determined to be the exterior deck, fire spread to the interior of the home causing structural damage.



**Plan Reviews:** The FPB completed **26** Plan Reviews, taking **35** plan review hours.