



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

June 17, 2024
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

JUNE 17, 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. PRESIDENT'S REPORT / COMMUNITY UPDATE

Advice and Consent of Trustees to Reappoint to the Community and Police Advisory Committee for Three-Year Terms

- o Trustee Roger Sugrue
- o Director Mike Brown
- o Deputy Chief Robert Johnson
- o Resident Sean Gallagher
- o Resident
Corey Frank

6. CONSENT AGENDA

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

A. Approval of Minutes from the Village Board Meeting of June 3, 2024

Attachment: [6a.pdf](#)

B. Approval of Semi-Monthly Warrant Register Dated June 17, 2024 Totaling \$1,584,303.54

Attachment: [6b.pdf](#)

C. Intergovernmental Agreements with the Village of Kildeer and the Village of Hawthorn Woods regarding the Use of the Village of Lake Zurich Police Holding Facility

Summary: The Villages of Kildeer and Hawthorn Woods request Lake Zurich assistance in the event a housing request is denied by the Lake County Sheriff's Office due to staffing shortages at the County Jail.

Attachment: [6c.pdf](#)

D. Event Approval to Use Paulus Park Playground Pavilion for Family Graduation Party on July 20, 2024

Summary: A Lake Zurich family requests shelter rental for the playground Pavilion for a high school graduation party on July 20, 2024. The event will run from 1 pm to 6 pm with estimated attendance over 100 people.

Attachment: [6d.pdf](#)

E. Ordinance Granting Special Use Permit for Planned Unit Development and Related Zoning Approvals for 7 Brew Drive-Through Coffee Shop at 880 South Rand Road (Assign Ord. #2024-06-573)

Summary: Mr. Chris George, on behalf the applicant, requests approval of a planned unit development, site plan approval and exterior appearance review to construct a new building containing a drive-through coffee shop located at 880 South Rand Road. The applicant is proposing to demolish the existing building and replace with a new 510 square-foot modular building accompanied by a 238 square-foot cooler/dry storage area located behind the building with drive-through lanes and parking lot at the rear.

Attachment: [6e.pdf](#)

7. NEW BUSINESS

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

A. Resolution Approving an Intergovernmental Agreement Establishing the Lake Consolidated Emergency Communications (LakeComm) Public Safety Answering Point (Assign Reso. #2024-06-087)

Summary: In recent years, several local governments across Lake County have studied consolidating more than a dozen independent emergency dispatch centers. All of the studies concluded that emergency dispatch consolidation is a mutually beneficial path for public safety entities in Lake County and the communities they serve.

The most significant step toward regional emergency dispatch consolidation occurred in October 2021 when the Lake County Board authorized entering into an agreement for design and construction of a consolidated 911 center and Emergency Operations Center on the Lake County campus in Libertyville. Since the Fall of 2022, Lake Zurich has been a partner in developing an intergovernmental agreement that establishes this new Public Safety Answering Point, called LakeComm. Approval of the agreement would establish Lake Zurich as one of LakeComm's founding members, along with the other participating dispatch centers that are joining LakeComm.

Lake Zurich is projected to save approximately \$170,000 in the first year and \$500,000 over a six-year period, when compared to continuing to operate an independent dispatch operation. Contracting for dispatch operations would also forestall a significant capital outlay for replacing dispatch consoles and equipment that are near end-of-life, if the Village were to continue its dispatch operations.

The transition to LakeComm is planned for 3rd or 4th quarter of 2025, which will be reflected in the draft Village budget for the FY 2025.

Recommended Action: A motion to approve Resolution #2024-06-087 Approving an Intergovernmental Agreement Establishing the Lake Consolidated Emergency Communications (LakeComm) Public Safety Answering Point.

Attachment: [7a.pdf](#)

B. Resolution Appointing Village of Lake Zurich Representative and Designated Alternate to the Member Board of the Lake Consolidated Emergency Communications (LakeComm) Public Safety Answering Point (Assign Reso. #2024-06-088) (Trustee Sugrue)

Summary: As a member of the LakeComm regional emergency dispatch center, the Village of Lake Zurich shall appoint one representative as the principal designee to serve on the LakeComm Board of Directors and designate one alternative to have all the same rights and authority as the principal representative. The proposed Resolution appoints Mayor Tom Poynton as Lake Zurich's principal designee and Police Chief Steve Husak to serve as the alternate.

Recommended Action: A motion to approve Resolution #2024-06-088 Appointing Village of Lake Zurich Representative and Designated Alternate to the Member Board of the Lake Consolidated Emergency Communications (LakeComm) Public Safety Answering Point.

Attachment: [7b.pdf](#)

C. Courtesy Review with Paul Proano Properties for Main Street Block A Mixed-Use Development at 153 West Main Street (Trustee Bobrowski)

Summary: Paul Proano Properties requests a Courtesy Review with the Village board to consider a mixed-use development on village-owned parcels at Block A. The proposed concept consists of 51-luxury rental units over 3-stories with 5 retail units on the ground floor of varying size. Parking spaces include 161 sub-garage indoor and surface spaces.

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

Attachment: [7c.pdf](#)

D. Courtesy Review with Fidelity Group for Cannabis Dispensary at 909 South Rand Road (Trustee Bobrowski)

Summary: Mr. Jason Sfire, of Fidelity Group, requests a Courtesy Review with the Village board to consider a new cannabis dispensary to be operated by "Duchess" at 909 South Rand Road. The proposed concept consists of demolishing the existing building and replacing it with a new commercial building containing the cannabis dispensary.

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

Attachment: [7d.pdf](#)

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

Attachment: [CD Monthly Report - May24.pdf](#)

Attachment: [PW Monthly Report - May 2024.pdf](#)

Attachment: [Police Department - May 2024.pdf](#)

Attachment: [Village Managers Office.pdf](#)

Attachment: [Finance Monthly Report 2024-04.pdf](#)

Attachment: [Parks and Rec Department May 2024.pdf](#)

10. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, July 1, 2024.

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



Monday, June 3, 2024 7:00 p.m.

1. **CALL TO ORDER** by Mayor Thomas M. Poynton at 7.00pm.
2. **ROLL CALL:** Mayor Thomas Poynton, Trustee Mary Beth Euker, Trustee Marc Spacone, Trustee Greg Weider. Trustee Dan Bobrowski, Trustee William Riley and Trustee Sugrue were absent and excused. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Michael Duebner, Village Atty. Scott Uhler, Finance Dir. Amy Sparkowski, Management Services Dir. Kyle Kordell, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Park and Rec. Dir. Bonnie Caputo.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
There were none.
5. **PRESIDENT'S REPORT / COMMUNITY UPDATE**
Proclamation Declaring June 2024 to be National Gun Violence Awareness Month
The New Utility Building at Breezewald Park is now open and cameras are covering the buildings, plus internet is available.
6. **CONSENT AGENDA ***
 - A. **Approval of Minutes from the Village Board Meeting of May 20, 2024**
***Approval of Executive Session Minutes from the Village Board Meeting of May 6, 2024, removed from Agenda**
 - B. **Approval of Semi-Monthly Warrant Register Dated June 3, 2024, Totaling \$820,384.08**
 - C. **Ordinance Amending Chapter 8 of Title 1 of the Village Code Adding Provisions for Administrative Adjudication ORD. 2024-06-571**
Summary: The Village is authorized by the Illinois Municipal Code to assess certain costs to operate its administrative adjudication system. For the past 15 years, a processing fee of \$5 has been applied to individual cases of those who request a hearing and are then found liable of the violation after he matter has been reviewed. The proposed ordinance would increase the fee to \$40, which is more in line with the expenses incurred by the Village to operate administrative adjudication.
 - D. **Special Event Requests the Rotary Eco Expo at Paulus Park on July 13, 2024 and LPOA Summer Fest at Paulus Park on August 25, 2024**

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Summary: The Park and Recreation Department will like to continue partnering with a variety of organizations to offer special events for our community in alignment with the Village's Strategic Goal to enhance community image through special events. LPOA Sumer Fest and Rotary Expo have requested special events at Paulus Park this July and August. Staff and the Park and Recreation Advisory Board recommend accepting the external special event requests for FY24.

E. Ordinance Approving ~~Application for~~ Special Use Permit for Kneading Works Massage Therapy at 60 South Old Rand Road ORD. 2024-06-572

Summary: Ms. Dorothy Deemer is the owner and operator of Kneading Works Massage Therapy LLC currently located at 41 East Main Street. The applicant is proposing an establishment offering massage therapy service at 60 South Old Rand Road. The applicant intends to purchase the property and establish a dwelling unit on the upper level for use as her primary residence. Upper story dwellings are allowed as permitted uses within the DR Downtown Redevelopment Overlay district within which this property is located.

F. Change Order for the 2024 Concrete Flatwork Program with Suburban Concrete in the Amount Not-To-Exceed of \$184,232.25

Summary: The 2024 budget includes \$175,000 for concrete curb and sidewalk repair in the Non-Home Rule Sales Tax Fund. Areas that required high quantities of back fill resulted in an overage of the original contract of \$9,232.25. This contract was originally approved at the March 18, 2024 Village Board meeting. Construction began April 15 with several issues occurring with the sub-base, requiring additional backfill to meet proper compaction standards.

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

AYES: 4 Trustees Euker, Spacone, Weider, Mayor Poynton.

NAYS: 0

ABSENT 3 Trustees Bobrowski, Riley, Sugrue.

MOTION CARRIED.

7. NEW BUSINESS

A. Courtesy Review with Miller Street Partners for Main Street Block A Mixed-Use Development at 153 West Main Street.

Summary: Miller Street Partners, in partnership with Fabio Viviani, request a Courtesy Review with the Village Board to consider a mixed-use development on village-owned parcels at Block A. The proposed concept consists of 14,900 square feet of retail space with a café plaza facing the lake. Envisioned are a total of 56 luxury rental units over 4 stories with parking behind the building. This concept was developed in 2022 and has been recently refreshed with new elevations and a terrace level for an unobstructed view of the lake. The presenter and village staff seek to understand the Village Board's preferences towards the proposed mixed-use development.

sf

Dir. Dueker introduced Romeo Kapudja of Miller Street Partners and partner Fabio Viviani, chef owner of Lago Restaurant. They gave an overview of their proposal for Block A. The proposal includes a four-storey rental apartments which will be managed by their company. Included in the proposal are two

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restaurant/brewery and they are in contact with the owners of Consume restaurant in being involved in the proposal.

Feedback was given. Questions were answered by Messrs. Kapudja and Viviani on price point of the apartments, parking for residents and guests, cuisine, hours, traffic and noise

B. Courtesy Review with LG Group for Main Street Block A Mixed-Use Development at 153 West Main Street

Summary: LG Group requests a Courtesy Review with the Village Board to consider a mixed-use development on village-owned parcels at Block A. The proposed concept consists of 64-luxury rental units over 3-stories with indoor and outdoor parking. Parking spaces are behind the building and bordering Lake Street. Their vision includes a standalone restaurant space with rooftop entertainment and dining options. The presenter and village staff seek to understand the Village Board's preferences towards the proposed mixed-use development.

No representative was present for the Courtesy Review

8. TRUSTEE REPORTS

Trustee Euker welcomed the new bakery "Apres" on S. Old Rand Road.

9. VILLAGE STAFF REPORTS

Park and Rec. Dir. Caputo reported that camp is open as are the beaches. Food trucks will be at Paulus Park on Wednesday night and the Farmers Market starts on Friday June 7th until September 13th at Paulus Park.

10. EXECUTIVE SESSION called for the purpose of:

CANCELLED

11. ADJOURNMENT

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

AYES: 4 Trustees Euker, Spacone, Weider, Mayor Poynton.

NAYS: 0

ABSENT 3 Trustees Bobrowski, Riley, Sugrue.

MOTION CARRIED. The meeting adjourned at 7.40pm.

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

Mayor Thomas M. Poynton

Date.

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\$1,584,303.54

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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	<i>Check #</i>
Fund 101 GENERAL					
Dept 00000					
1	101-00000-10216	PETTY CASH SPECIAL EVENTS	4TH OF JULY 2024 - PETTY CASH	4,500.00	
2	101-00000-14101	INVENTORY	POSTAGE REPLENISH A/C #34328807	2,000.00	
3	101-00000-15001	PREPAID EXPENDITURES	MAINTENANCE FOR RECTRAC AND WEBTRAC	3,352.34	
4	101-00000-21202	AMBULANCE FEES PAYABLE	AMB REF - MERTZ, L 11/21/22	879.32	
5	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - JAZZ II	48.98	
6	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET	6.50	
7	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - TRACK	14.83	
8	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET & TAP III	12.70	
9	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - ADULT TOT TBALL	11.66	
10	101-00000-25201	BUILDING PERMIT DEPOSITS	WILDWOOD ESTATES	2,281.00	
		Total For Dept 00000		13,107.33	
Dept 12001 VILLAGE ADMIN ADMINISTRATION					
1	101-12001-51652	TRAINING AND MEETINGS	ILCMA CONFERENCE 2024	308.58	
2	101-12001-51652	TRAINING AND MEETINGS	CHAMBER QUARTERLY LUNCHEONS	225.00	
3	101-12001-52111	OTHER PROFESSIONAL SVCS	PROPERTY TAX APPEAL REVIEWS	785.67	
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		1,319.25	
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES					
1	101-12120-52111	OTHER PROFESSIONAL SVCS	EMPLOYMENT SCREENING	305.77	
2	101-12120-52203	LABOR ATTORNEY	LEGAL SERVICES - APR	248.50	
3	101-12120-54305	EMPLOYEE EXAMS	EMPLOYEE PHYSICAL EXAMS	55.00	
4	101-12120-54305	EMPLOYEE EXAMS	EMPLOYEE PHYSICAL EXAMS	1,874.00	
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		2,483.27	
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT					
1	101-12180-54308	TAX REBATES	TAX REBATE - FEBRUARY 2024	14,174.66	
2	101-12180-54308	TAX REBATES	TAX REBATE - FEBRUARY 2024	4,396.59	

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3	101-12180-54308	TAX REBATES	TAX REBATE - FEBRUARY 2024	8,793.18	
		Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT		27,364.43	
	Dept 13001 FINANCE ADMINISTRATION				
1	101-13001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	108.25	
2	101-13001-53208	OFFICE SUPPLIES	RUBBER BANDS	9.36	
		Total For Dept 13001 FINANCE ADMINISTRATION		117.61	
	Dept 17001 TECHNOLOGY ADMINISTRATION				
1	101-17001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	125.00	
2	101-17001-52111	OTHER PROFESSIONAL SVCS	CREATIVE CLOUD - MAY	379.92	
3	101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE SERVICE - APR	43.20	
4	101-17001-52111	OTHER PROFESSIONAL SVCS	DOCUWARE SUPPORT - JUN	435.01	
5	101-17001-52118	SOFTWARE MAINTENANCE	MAINTENANCE FOR RECTRAC AND WEBTRAC	3,352.36	
6	101-17001-53203	TELEPHONE & DATA SVCS	VH ELEVATOR 540-9255	707.02	
7	101-17001-53205	COMPUTER SUPPLIES	CARTRIDGES, STAPLE CARTRIDGES	229.88	
8	101-17001-53407	EQUIP MAINT PART&SUPPLIE	SERVER RACK, MOUNT BOXES, SWITCH, PATCH CABLE	496.05	
9	101-17001-56601	CAPITAL LEASE	FIRE & PD - COPIER LEASE	164.73	
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		5,933.17	
	Dept 24001 POLICE ADMINISTRATION				
1	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING	84.00	
2	101-24001-52111	OTHER PROFESSIONAL SVCS	RED LIGHT CAMERA FEE	4,320.00	
3	101-24001-53204	CELL PHONES & PAGERS	CHARGING BLOCK, IPHONE CASE	118.43	
4	101-24001-53209	UNIFORMS	REIMB: SHOES	148.75	
5	101-24001-56601	CAPITAL LEASE	SIDEARM BRACKETS	19.95	
		Total For Dept 24001 POLICE ADMINISTRATION		4,691.13	
	Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	COURTSMART ANNUAL DUES	1,700.00	
2	101-24210-52111	OTHER PROFESSIONAL SVCS	STARCOM - JUNE	2,460.00	

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3	101-24210-52204	OTHER LEGAL	ADJUDICATION SERVICES - MAY	300.00	
4	101-24210-53209	UNIFORMS	REIMB: FIREARM, OPTIC	846.49	
5	101-24210-53209	UNIFORMS	SHIRT - BEIDELMAN	60.28	
6	101-24210-53209	UNIFORMS	BOOTS, GLOVES, SHIRTS - HEER	479.11	
7	101-24210-53209	UNIFORMS	TIE BARS - MEDINA, LEWANDOWSKI	67.77	
8	101-24210-53209	UNIFORMS	MUGGS, EYEWEAR, TOURNIQUET - PEACE	107.22	
9	101-24210-53209	UNIFORMS	REIMB: EYEWEAR	200.73	
10	101-24210-53209	UNIFORMS	REIMB: FIREARM	911.65	
11	101-24210-53209	UNIFORMS	REIMB: HOLSTER	182.33	
12	101-24210-53209	UNIFORMS	REIMB: EARPIECE	193.99	
13	101-24210-53209	UNIFORMS	SLEA UNIFORMS - MEDINA	282.00	
14	101-24210-53209	UNIFORMS	REIMB: HOLSTER	176.27	
15	101-24210-53210	SMALL TOOLS & EQUIP	WEAPON LIGHTS	530.04	
16	101-24210-54305	EMPLOYEE EXAMS	POLYGRAPHS - BLUNDEN	210.00	
		Total For Dept 24210 POLICE OPERATIONS		8,707.88	
Dept 24230 POLICE CRIME PREVENTION					
1	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE	79.40	
2	101-24230-52111	OTHER PROFESSIONAL SVCS	CREDIT CHECKS	211.45	
3	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE	240.19	
4	101-24230-53211	OTHER SUPPLIES	IPHONE CASE	14.24	
		Total For Dept 24230 POLICE CRIME PREVENTION		545.28	
Dept 25001 FIRE ADMINISTRATION					
1	101-25001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	435.00	
2	101-25001-52203	LABOR ATTORNEY	LEGAL SERVICES - APR	1,816.34	
3	101-25001-52701	MAINT-BLDGS & GROUNDS	WIRELESS TRANSMITTER, GAUGE	291.36	
4	101-25001-53204	CELL PHONES & PAGERS	CELL PHONES - FIRE	36.78	
5	101-25001-53208	OFFICE SUPPLIES	PAPER	41.99	
6	101-25001-53209	UNIFORMS	PANTS - BROOKS	148.00	
7	101-25001-53209	UNIFORMS	SHIRTS, SHORTS, CAP, PANTS - ROWE	299.00	

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8	101-25001-53209	UNIFORMS	PANTS - KAMMIN	168.00	
9	101-25001-53209	UNIFORMS	CAP, SHIRTS, PANTS, SHORTS - CAMPBELL	418.00	
10	101-25001-53209	UNIFORMS	SHIRTS, PANTS, CAP, BELT - FISHMAN	237.00	
11	101-25001-53209	UNIFORMS	PANTS, SHIRTS - BENE	450.50	
12	101-25001-53209	UNIFORMS	SHIRTS - PORTILLO	27.00	
13	101-25001-53209	UNIFORMS	SHIRTS, SHORTS, BOOTS - FRANO	391.00	
14	101-25001-53209	UNIFORMS	SHIRT - ERB	79.00	
15	101-25001-53209	UNIFORMS	SHIRT - SANTOYO	57.00	
16	101-25001-53209	UNIFORMS	SHIRTS - DAHL	66.00	
17	101-25001-53209	UNIFORMS	BOOTS - MICHEHL	195.00	
18	101-25001-53211	OTHER SUPPLIES	TOWELS, REHAB SUPPLIES - STA 4	219.75	
19	101-25001-53211	OTHER SUPPLIES	DETERGENT, CLEANER - STA 3	86.51	
20	101-25001-53211	OTHER SUPPLIES	REHAB SUPPLIES - STA 3	12.99	
21	101-25001-53405	BLDG & GROUND MAINT SUPP	FURNACE FILTERS - STA 3	36.00	
22	101-25001-54305	EMPLOYEE EXAMS	FIRE FIGHTER EVALUATION	760.00	
23	101-25001-54305	EMPLOYEE EXAMS	PRE EMPLOYMENT FIREFIGHTER PSYCHS	2,100.00	
24	101-25001-56601	CAPITAL LEASE	FIRE & PD - COPIER LEASE	164.74	
		Total For Dept 25001 FIRE ADMINISTRATION		8,536.96	
		Dept 25320 FIRE FIRE SUPPRESSION			
1	101-25320-53204	CELL PHONES & PAGERS	IPHONE CASE	28.99	
		Total For Dept 25320 FIRE FIRE SUPPRESSION		28.99	
		Dept 25330 FIRE EMS			
1	101-25330-51651	LICENSING/CERTIFICATIONS	REIMB: PARAMEDIC LICENSE 2024	40.00	
2	101-25330-52111	OTHER PROFESSIONAL SVCS	AMBULANCE FEES - APR 2024	940.24	
3	101-25330-52118	SOFTWARE MAINTENANCE	LANGUAGE LINE VIDEO INTERPRETATION - MAY '24	42.25	
4	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	149.16	
5	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	56.43	
		Total For Dept 25330 FIRE EMS		1,228.08	

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Dept 25340 FIRE SPECIAL RESCUE					
1	101-25340-55254	MACHINERY & EQUIPMENT	2 HAZMAT DRYSUITS FOR 2 NEW MEMBERS	4,204.00	
2	101-25340-55254	MACHINERY & EQUIPMENT	DRY SUIT THERMALS FOR 2 NEW DIVERS	889.10	
				<u>5,093.10</u>	
Total For Dept 25340 FIRE SPECIAL RESCUE					
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION					
1	101-28001-52111	OTHER PROFESSIONAL SVCS	LZ COMP PLAN UPDATE LAK23-67	4,976.25	
2	101-28001-52113	ENGR/ARCHITECTURAL	504 N OLD RAND RD	288.00	
3	101-28001-52113	ENGR/ARCHITECTURAL	SEC US 12 & N OLD RAND RD DEVELOPMENT	794.75	
4	101-28001-52113	ENGR/ARCHITECTURAL	WILDWOOD ESTATES	3,573.75	
5	101-28001-52113	ENGR/ARCHITECTURAL	1275 ENSELL	198.00	
6	101-28001-52113	ENGR/ARCHITECTURAL	550 ENTERPRISE	297.00	
7	101-28001-52113	ENGR/ARCHITECTURAL	629 ROSE RD	4,491.75	
8	101-28001-52113	ENGR/ARCHITECTURAL	442 S RAND RD - CHIPOTLE	1,200.50	
9	101-28001-52113	ENGR/ARCHITECTURAL	865 TELSER	2,340.50	
10	101-28001-52113	ENGR/ARCHITECTURAL	940 TELSER - BUILDING ADDITION	128.00	
11	101-28001-52113	ENGR/ARCHITECTURAL	COMMUNITY DEVELOPMENT ENGINEERING	181.25	
12	101-28001-52113	ENGR/ARCHITECTURAL	255 QUENTIN RD - HERITAGE CHURCH	1,906.00	
13	101-28001-52113	ENGR/ARCHITECTURAL	BUILDING PERMIT REVIEWS - 2024	4,234.50	
14	101-28001-52113	ENGR/ARCHITECTURAL	LZ COMMERCE CENTER - 1400 ROSE RD	198.00	
15	101-28001-52113	ENGR/ARCHITECTURAL	1265 COUNTRY CLUB	435.00	
16	101-28001-52113	ENGR/ARCHITECTURAL	1110 HONEY LAKE RD	227.00	
17	101-28001-52113	ENGR/ARCHITECTURAL	410 TELSER RD - PARKING EXPANSION	198.00	
18	101-28001-52113	ENGR/ARCHITECTURAL	AVERY RIDGE SUBDIVISION	1,328.75	
19	101-28001-52604	SWEEPING & MOWING	VIOLATION MOW - MAY	247.50	
				<u>27,244.50</u>	
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
1	101-36001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	172.50	
2	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MTS 05/23	36.00	
3	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/31	36.00	

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4	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 06/06	36.00	
5	101-36001-52113	ENGR/ARCHITECTURAL	2024 LZ GENERAL ENGINEERING	2,657.50	
6	101-36001-52113	ENGR/ARCHITECTURAL	LZ FY2024 GENERAL MAINTENANCE	217.50	
7	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	9,821.25	
8	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 LZ MS4 PROGRAM	1,932.00	
9	101-36001-52605	MOSQUITO ABATEMENT	MOSQUITO CONTROL 2024	11,566.25	
10	101-36001-52701	MAINT-BLDGS & GROUNDS	FD SIMPLEX	1,070.00	
11	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MTS 05/23	60.54	
12	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 05/31	60.54	
13	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 06/06	60.54	
14	101-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - APR	26.14	
15	101-36001-53204	CELL PHONES & PAGERS	PW TRUCK DATA PLAN	300.00	
16	101-36001-53207	PRINTING-STATIONERY/FORM	ENVELOPES	189.68	
17	101-36001-53208	OFFICE SUPPLIES	LABELS, PENS, BULLETIN BOARD, CALENDAR	119.75	
18	101-36001-53208	OFFICE SUPPLIES	WALL FRAME	11.00	
19	101-36001-53401	CUSTODIAL SUPPLIES	ODOR ELIMINATOR	3.39	
20	101-36001-53401	CUSTODIAL SUPPLIES	TISSUE, TOWELS, BAGS, LINERS	2,038.70	
21	101-36001-53404	RIGHT OF WAY SUPPLIES	EXPANSION JOINT	83.60	
22	101-36001-53405	BLDG & GROUNDS SUPPLIES	TOILET HARDWARE	21.97	
23	101-36001-53405	BLDG & GROUNDS SUPPLIES	CLEANING WIPES, COVERALL	59.90	
24	101-36001-53405	BLDG & GROUNDS SUPPLIES	SUMP PUMP ADAPTERS	4.49	
25	101-36001-53405	BLDG & GROUNDS SUPPLIES	SUMP PUMP	169.94	
26	101-36001-53405	BLDG & GROUNDS SUPPLIES	PAINT SUPPLIES	50.41	
27	101-36001-53405	BLDG & GROUNDS SUPPLIES	FASTENERS	4.80	
28	101-36001-53405	BLDG & GROUNDS SUPPLIES	BRUSHES	13.24	
29	101-36001-53407	EQUIP MAINT PART&SUPPLIE	SHIPPING CHRGS - GAS METER REPAIR	151.48	
30	101-36001-54305	EMPLOYEE EXAMS	EMPLOYEE PHYSICAL EXAMS	1,431.00	
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		32,406.11	
		Dept 36420 PUBLIC WORKS PARK MAINTENANCE			
1	101-36420-52701	MAINT-BLDGS & GROUNDS	BC BURGLAR REPEATER	300.00	

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2	101-36420-52701	MAINT-BLDGS & GROUNDS	WATER HEATER REPLACMENT PAVILION	6,331.00	
3	101-36420-52704	MAINT-EQUIPMENT	MAINTENANCE OF FIRE EXTINGUISHERS	518.09	
4	101-36420-53201	ELECTRICITY	7 E MAIN ST	27.55	
5	101-36420-53401	CUSTODIAL SUPPLIES	LINERS	76.84	
6	101-36420-53401	CUSTODIAL SUPPLIES	TISSUE, TOWELS, BAGS, LINERS	242.55	
7	101-36420-53405	BLDG & GROUND MAINT SUPP	MOUNTING HARDWARE	31.95	
8	101-36420-53405	BLDG & GROUND MAINT SUPP	WATER TANK PREP	128.92	
9	101-36420-53405	BLDG & GROUND MAINT SUPP	EPOXY	58.84	
10	101-36420-53405	BLDG & GROUND MAINT SUPP	BARN BALUSTER	13.31	
11	101-36420-53405	BLDG & GROUND MAINT SUPP	PAIL, PIPE, BOLTS, CLIPS	45.53	
12	101-36420-53405	BLDG & GROUND MAINT SUPP	BEACH MOUNTING HARDWARE	16.11	
13	101-36420-53405	BLDG & GROUND MAINT SUPP	CHALET ICE MAKER REPAIR	10.33	
14	101-36420-53405	BLDG & GROUND MAINT SUPP	SHUTOFF VALVE, SPRINKLER, HOSE	103.66	
15	101-36420-53405	BLDG & GROUND MAINT SUPP	VOLLEYBALL NET REPAIRS	16.99	
16	101-36420-53405	BLDG & GROUND MAINT SUPP	WASHERS, SCREWS	31.71	
17	101-36420-53405	BLDG & GROUND MAINT SUPP	HEX NUTS	15.29	
18	101-36420-53405	BLDG & GROUND MAINT SUPP	COUNTER TOP	179.99	
19	101-36420-53405	BLDG & GROUND MAINT SUPP	TRIM	37.38	
20	101-36420-53405	BLDG & GROUND MAINT SUPP	GARBAGE CANS	560.00	
21	101-36420-53407	EQUIP MAINT PART&SUPPLIE	SPRAYGROUND SOLENOID	188.18	
22	101-36420-54306	EQUIPMENT RENTAL	PAULUS PARK PORT-O-POTTY	158.74	
23	101-36420-54306	EQUIPMENT RENTAL	CHESTNUT PORT-O-POTTY	147.06	
		Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE		9,240.02	
Dept 36471 PUBLIC WORKS FLEET SERVICES					
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MTS 05/23	36.00	
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/31	36.00	
3	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 06/06	47.14	
4	101-36471-52703	MAINT-VEHICLES	ENGINE REPAIR 215	3,989.20	
5	101-36471-53206	POSTAGE & SHIPPING	CORRECTED UPS SHIPPING CHARGES	2.68	
6	101-36471-53211	OTHER SUPPLIES	CREDIT - SCREWS, WASHERS RETURNED	(156.18)	

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7	101-36471-53211	OTHER SUPPLIES	HARDWARE	319.19	
8	101-36471-53406	AUTO PARTS & SUPPLIES	ALTERNATOR 107	489.09	
9	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT	(876.00)	
10	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PARTS	910.11	
11	101-36471-53406	AUTO PARTS & SUPPLIES	FOB BATTERY	6.40	
12	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	97.70	
13	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY 107	148.39	
14	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(36.00)	
15	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - WARRANTY RETURN	(143.39)	
16	101-36471-53406	AUTO PARTS & SUPPLIES	DEF	62.72	
17	101-36471-53406	AUTO PARTS & SUPPLIES	TIE ROD	116.94	
18	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES 120	328.96	
19	101-36471-53406	AUTO PARTS & SUPPLIES	SQUAD TIRES	1,709.48	
20	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES 291	766.68	
21	101-36471-53406	AUTO PARTS & SUPPLIES	WHEEL WEIGHTS	192.15	
22	101-36471-53406	AUTO PARTS & SUPPLIES	TRANS MOUNT	1.28	
23	101-36471-53407	EQUIP MAINT PART&SUPPLIE	MOWER BLADE	51.98	
24	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CAP	7.36	
25	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PLUG MULCH	29.99	
26	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TIRE SEALANT	11.98	
27	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CHAIN	2.37	
28	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPARK PLUG	3.39	
29	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPARK PLUG	3.22	
30	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PLUG	9.12	
31	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	154.51	
32	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SLIME	11.49	
33	101-36471-53414	CHEMICALS	SPARK PLUG	8.98	
34	101-36471-53414	CHEMICALS	BRAKE CLEANER	220.32	
35	101-36471-53415	FUELS	DIESEL & FUEL #1833854	7,666.78	
36	101-36471-53418	LUBRICANTS & FLUIDS	5W30 OIL	692.50	

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37	101-36471-53418	LUBRICANTS & FLUIDS	DEF	104.90	
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		17,027.43	
		Dept 67001 RECREATION ADMINISTRATION			
1	101-67001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	350.00	
		Total For Dept 67001 RECREATION ADMINISTRATION		350.00	
		Dept 67920 RECREATION SPECIAL RECREATION			
1	101-67920-52116	SRA PROGRAMS	PLAYGROUND MULCH	1,440.00	
		Total For Dept 67920 RECREATION SPECIAL RECREATION		1,440.00	
		Dept 67935 RECREATION DANCE			
1	101-67935-53211	OTHER SUPPLIES	BCA STUDIO FLOOR	2,360.00	
		Total For Dept 67935 RECREATION DANCE		2,360.00	
		Dept 67945 RECREATION YOUTH PROGRAMS			
1	101-67945-52115	RECREATION PROGRAM SERVICE	SPRING CHESS SCHOLARS APR-MAY	740.56	
2	101-67945-52115	RECREATION PROGRAM SERVICE	SPRING II - MUSIC MASTERS	1,710.00	
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		2,450.56	
		Dept 67960 RECREATION CAMPS			
1	101-67960-53209	UNIFORMS	DAY CAMP UNIFORMS LONG SLEEVE	501.00	
		Total For Dept 67960 RECREATION CAMPS		501.00	
		Dept 67965 RECREATION ATHLETICS			
1	101-67965-52115	RECREATION PROGRAM SERVICE	PICKLEBALL MAY/JUN 2024	161.25	
2	101-67965-52115	RECREATION PROGRAM SERVICE	HORSE RIDING CLASSES	504.00	
		Total For Dept 67965 RECREATION ATHLETICS		665.25	
		Dept 67970 RECREATION AQUATICS			
1	101-67970-53211	OTHER SUPPLIES	KEYS	59.68	

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2	101-67970-53414	CHEMICALS	SPRAYGROUND CHEMICALS	101.90	
		Total For Dept 67970 RECREATION AQUATICS		161.58	
Total For Fund 101 GENERAL				173,002.93	
Fund 202 MOTOR FUEL TAX					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
1	202-36001-52701	MAINT-BLDGS & GROUNDS	LCDOT SIGNAL MAINT QUENTIN/ENSELL	244.19	
2	202-36001-52701	MAINT-BLDGS & GROUNDS	MAIN ST SIGNAL MAINT	208.20	
3	202-36001-53201	ELECTRICITY	45 S OLD RAND RD	32.01	
4	202-36001-53201	ELECTRICITY	280 CLAIRVIEW DR	36.73	
5	202-36001-53201	ELECTRICITY	139 MOHAWK TRAIL	15.01	
6	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 THERMO PAVEMENT MARKING	19,879.38	
7	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 SIGN PROGRAM	456.00	
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		20,871.52	
Total For Fund 202 MOTOR FUEL TAX				20,871.52	
Fund 207 SPECIAL EVENTS FUND					
Dept 67603 RECREATION FARMERS MARKET					
1	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 06/21	150.00	
2	207-67603-52115	RECREATION PROGRAM SERV	FARMERS MARKET BAND - 06/28	150.00	
		Total For Dept 67603 RECREATION FARMERS MARKET		300.00	
Dept 67604 RECREATION FOURTH OF JULY FESTIVAL					
1	207-67604-52115	RECREATION PROGRAM SERV	BUBBLE PERFORMANCE - 4TH OF JULY	550.00	
		Total For Dept 67604 RECREATION FOURTH OF JULY FESTIVAL		550.00	
Dept 67699 RECREATION MISC SPECIAL EVENTS					
1	207-67699-52115	RECREATION PROGRAM SERV	FINAL PAYMENT LIVE AT LAKE PROGRAM SERVICES	1,150.00	
2	207-67699-53212	PROGRAM SUPPLIES	LIVE AT THE LAKE - SING ALONG	50.00	

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3	207-67699-53212	PROGRAM SUPPLIES	COSTUMES FOR LIVE AT THE LAKE	140.00	
4	207-67699-53212	PROGRAM SUPPLIES	LIVE AT THE LAKE - FROZEN SING ALONG	50.00	
		Total For Dept 67699 RECREATION MISC SPECIAL EVENTS		1,390.00	
		Total For Fund 207 SPECIAL EVENTS FUND		2,240.00	
		Fund 214 TIF #2 DOWNTOWN			
		Dept 10490 GENERAL GOVERNMENT TIF			
1	214-10490-55252	BLDG & BLDG IMPROVEMENTS	FACADE IMPROVEMENT PRGM - VOLLE'S BRIDAL	5,000.00	
		Total For Dept 10490 GENERAL GOVERNMENT TIF		5,000.00	
		Total For Fund 214 TIF #2 DOWNTOWN		5,000.00	
		Fund 227 DISPATCH CENTER			
		Dept 24220 POLICE DISPATCH			
1	227-24220-52111	OTHER PROFESSIONAL SVCS	FRONTLINE QA ANNUAL DUES	1,273.39	
2	227-24220-53209	UNIFORMS	POLOS - TORRES	52.94	
		Total For Dept 24220 POLICE DISPATCH		1,326.33	
		Total For Fund 227 DISPATCH CENTER		1,326.33	
		Fund 310 TIF #1 DEBT SERVICE			
		Dept 10490 GENERAL GOVERNMENT TIF			
1	310-10490-56604	BOND ISSUE FEES	CLOSING COSTS 2024 SHORT TERM BOND	6,500.00	
2	310-10490-56604	BOND ISSUE FEES	BOND ISSUANCE FEES	6,500.00	
		Total For Dept 10490 GENERAL GOVERNMENT TIF		13,000.00	
		Total For Fund 310 TIF #1 DEBT SERVICE		13,000.00	
		Fund 401 VILLAGE CAPITAL PROJECTS			
		Dept 36001 PUBLIC WORKS ADMINISTRATION			

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1	401-36001-55251	LAND IMPROVEMENTS	SECURITY KEY PADS AND KEYS BREEZEWALD	3,820.00	
2	401-36001-55251	LAND IMPROVEMENTS	SUMMER PLANTINGS / MAIN ST. MONUMENT SIGN	526.00	
3	401-36001-55251	LAND IMPROVEMENTS	CLEANERS - BREEZEWALD	23.77	
4	401-36001-55251	LAND IMPROVEMENTS	2024 PARKING LOT, PATH DESIGN AND SURVEY	6,118.25	
5	401-36001-55251	LAND IMPROVEMENTS	COUNTERS BREEZEWALD AQUATICS ROOM	413.77	
6	401-36001-55252	BLDG & BLDG IMPROVEMENTS	REFINISH PW LOCKER ROOMS	9,074.25	
7	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PW ROOF/WINDOW REPLACEMENT	64,637.50	
8	401-36001-55252	BLDG & BLDG IMPROVEMENTS	MULTI SITE EXTERIOR IMPROVEMENTS	112,005.00	
9	401-36001-55252	BLDG & BLDG IMPROVEMENTS	SHELTER A ROOF	5,400.00	
10	401-36001-55252	BLDG & BLDG IMPROVEMENTS	GENERATOR CONCRETE #123001	2,152.50	
11	401-36001-55252	BLDG & BLDG IMPROVEMENTS	FORM MATERIALS	88.16	
12	401-36001-55252	BLDG & BLDG IMPROVEMENTS	REBAR GENERATOR	172.00	
13	401-36001-55252	BLDG & BLDG IMPROVEMENTS	COVE BASE	500.00	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				204,931.20	
Dept 36470 PUBLIC WORKS STORM WATER CONTROL					
1	401-36470-55253	INFRASTRUCTURE IMPROVEMT	BUFFALO CREEK IMPROV - BRISTOL TRAIL PK	4,485.00	
Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL				4,485.00	
Total For Fund 401 VILLAGE CAPITAL PROJECTS				209,416.20	
Fund 405 NHR CAPITAL PROJECTS					
Dept 36001 PUBLIC WORKS ADMINISTRATION					
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #122923	1,743.75	
2	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2023 LZ ROAD PROGRAM	1,506.00	
3	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 INFRASTRUCTURE	127,230.00	
4	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 CONCRETE PROGRAM #2	21,052.25	
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				151,532.00	
Total For Fund 405 NHR CAPITAL PROJECTS				151,532.00	

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Fund 501 WATER & SEWER					
Dept 00000					
1	501-00000-27104	WATER METER LEASE OBLIG	WATER METER LEASE PAYMENT #24	40,630.93	
		Total For Dept 00000		40,630.93	
Dept 36001 PUBLIC WORKS ADMINISTRATION					
1	501-36001-51654	MEMBERSHIPS & SUBSCRIP	VLG BUSINESS MEMBERSHIP 2024	108.25	
2	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MTS 05/23	34.48	
3	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 05/31	34.48	
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 06/06	34.48	
5	501-36001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - JUN	161.92	
6	501-36001-53203	TELEPHONE & DATA SVCS	SCADA CELLPHONE/MODEM CONNECTION - MAY	30.80	
7	501-36001-53203	TELEPHONE & DATA SVCS	LOT 42 LIFT ALARM - APR	235.33	
8	501-36001-53209	UNIFORMS	HIP BOOTS - WHITE	209.88	
9	501-36001-56603	INTEREST	WATER METER LEASE PAYMENT #24	14,616.65	
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		15,466.27	
Dept 36530 PUBLIC WORKS WATER BILLING					
1	501-36530-52111	OTHER PROFESSIONAL SVCS	WATER BILL PROCESSING - MAY 2024	617.65	
2	501-36530-53206	POSTAGE & SHIPPING	WATER BILL PROCESSING - MAY 2024	2,636.55	
		Total For Dept 36530 PUBLIC WORKS WATER BILLING		3,254.20	
Dept 36550 PUBLIC WORKS WATER SERVICE					
1	501-36550-52111	OTHER PROFESSIONAL SVCS	EXTERIOR CLEANING PAULUS PARK TOWER	7,800.00	
2	501-36550-52113	ENGR/ARCHITECTURAL	SOURCE WATER PROTECTION PLAN	1,225.00	
3	501-36550-52607	WATER SAMPLE ANALYSIS	WATER SAMPLE ANALYSIS	529.25	
4	501-36550-52708	MAINT-PUMPS	WELL 12 REPAIRS	186,128.25	
5	501-36550-53211	OTHER SUPPLIES	BOLTS	40.20	
6	501-36550-53211	OTHER SUPPLIES	CABLE TIES	42.72	
7	501-36550-53211	OTHER SUPPLIES	WATER ANALYZER SUPPLIES	296.90	
8	501-36550-53405	BLDG & GROUND MAINT SUPP	REPLACEMENT DOOR KEYS	500.00	

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9	501-36550-53405	BLDG & GROUND MAINT SUPP	P TRAP	4.68	
10	501-36550-53405	BLDG & GROUND MAINT SUPP	B-BOX BLOW-OUT TUBE PARTS, CLEANER	44.12	
11	501-36550-53409	PUMP REPAIR SUPPLIES	WTP REGEN WASTE PUMP REPAIR KITS & MOTOR	3,173.40	
12	501-36550-53410	METERS PARTS & SUPPLIES	METER VALVE	33.09	
13	501-36550-53413	DISTRIBUTION SYS REPAIR	B-BOX PARTS	64.00	
14	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	3,009.89	
15	501-36550-55253	INFRASTRUCTURE IMPROVEMT	2020 RT 22 WM - LA FITNESS TO STARBUCKS	686.00	
16	501-36550-55253	INFRASTRUCTURE IMPROVEMT	2024 INFRASTRUCTURE IMPROV - WATER AND SEWER	3,882.25	
17	501-36550-55253	INFRASTRUCTURE IMPROVEMT	RT 22 WATER MAIN SURVEY, DESIGN, BIDDING	2,746.50	
18	501-36550-55253	INFRASTRUCTURE IMPROVEMT	MAIN ST DISTRICT INFRASTRUCTURE IMPROV	870.00	
19	501-36550-55253	INFRASTRUCTURE IMPROVEMT	UTILITY IMPROVEMENTS	22,805.76	
20	501-36550-55253	INFRASTRUCTURE IMPROVEMT	2024 INFRASTRUCTURE	691,403.57	
		Total For Dept 36550 PUBLIC WORKS WATER SERVICE		925,285.58	
		Dept 36560 PUBLIC WORKS SEWER SERVICE			
1	501-36560-52607	WATER SAMPLE ANALYSIS	WASTEWATER SAMPLE ANALYSES	948.00	
2	501-36560-53201	ELECTRICITY	ELECTRICITY/SANITARY FLOW CONTROL	62.05	
3	501-36560-53201	ELECTRICITY	ELECTRICITY/VACUUM PRIMING STRUCTURES	31.44	
4	501-36560-53211	OTHER SUPPLIES	WATER ANALYZER SUPPLIES	114.20	
		Total For Dept 36560 PUBLIC WORKS SEWER SERVICE		1,155.69	
		Total For Fund 501 WATER & SEWER		985,792.67	
		Fund 603 RISK MANAGEMENT			
		Dept 10001 GENERAL GOVERNMENT ADMINISTRATION			
1	603-10001-52114	LIABILITY INSURANCE CLAIMS	IRMA APRIL 2024	3,471.39	
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		3,471.39	
		Total For Fund 603 RISK MANAGEMENT		3,471.39	

VILLAGE OF LAKE ZURICH
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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	<i>Check #</i>
Fund 710 PERFORMANCE ESCROW					
Dept 00000					
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0128 - 1300 COUNTRY CLUB	500.00	
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0048 - 206 LIONS CT	500.00	
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0141 - 702 EDELWEISS DR	500.00	
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0047 - 1025 BRITTANY RD	500.00	
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0111 - 578 DUNHILL DR	500.00	
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0173 - 1605 CORAL REEF	500.00	
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0197 - 900 WINNETKA	1,000.00	
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0316 - 378 GLEN FARM LN	100.00	
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0013 - 355 HICKORY RD	500.00	
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0182 - 1080 HONEY LAKE	500.00	
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0117 - 50 BEECH DR	500.00	
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0073 - 126 KINCAID DR	500.00	
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD22-0331 - 1173 TRACIE DR	105.00	VOID/REIS:
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0085 - 1201 COUNTRY CLUB	300.00	
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0166 - 975 BRUSH HILL LN	500.00	
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0132 - 1215 WILLIAM DR	500.00	
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0045 - 790 W IL RT 22	250.00	
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0145 - 6 BUCKINGHAM	500.00	
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0136 - 600 WATERFORD DR	500.00	
20	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0196 - 370 WATERFORD DR	500.00	
21	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0139 - 808 FOXMOOR LN	500.00	
22	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0074 - 1188 LISMORE CT	500.00	
23	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0152 - 8 MANOR RD	500.00	
24	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0171 - 1503 BAYVIEW DR	500.00	
Total For Dept 00000				11,255.00	
Total For Fund 710 PERFORMANCE ESCROW				11,255.00	

VILLAGE OF LAKE ZURICH
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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	<i>Check #</i>
Fund 720 PAYROLL CLEARING					
	Dept 00000				
1	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	GROUP LIFE INSURANCE - JUN	172.00	
		Total For Dept 00000		172.00	
		Total For Fund 720 PAYROLL CLEARING		172.00	
Fund 731 SSA #8 HEATHERLEIGH SUBDV					
	Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	731-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,500.00	
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		1,500.00	
		Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV		1,500.00	
Fund 732 SSA #9 WILLOW PONDS SUBDV					
	Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	732-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,750.00	
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		1,750.00	
		Total For Fund 732 SSA #9 WILLOW PONDS SUBDV		1,750.00	
Fund 734 SSA #11 LZ PINES SUBDV					
	Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	734-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	225.00	
2	734-10099-52603	LAKE/WATER QUALITY MGMT	SSA 11 SHORELINE 2	1,998.50	
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		2,223.50	
		Total For Fund 734 SSA #11 LZ PINES SUBDV		2,223.50	
Fund 735 SSA #13 CONVENTRY CRK SUB					
	Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				

VILLAGE OF LAKE ZURICH
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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	<i>Check #</i>
1	735-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,750.00	
		Total For Dept 10099	GENERAL GOVERNMENT SSA ACTIVITY	1,750.00	
		Total For Fund 735 SSA #13 CONVENTRY CRK SUB		1,750.00	

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 06/17/2024
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<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>	<i>Check #</i>
Fund Totals:					
			Fund 101 GENERAL	173,002.93	
			Fund 202 MOTOR FUEL TAX	20,871.52	
			Fund 207 SPECIAL EVENTS FUND	2,240.00	
			Fund 214 TIF #2 DOWNTOWN	5,000.00	
			Fund 227 DISPATCH CENTER	1,326.33	
			Fund 310 TIF #1 DEBT SERVICE	13,000.00	
			Fund 401 VILLAGE CAPITAL PROJECTS	209,416.20	
			Fund 405 NHR CAPITAL PROJECTS	151,532.00	
			Fund 501 WATER & SEWER	985,792.67	
			Fund 603 RISK MANAGEMENT	3,471.39	
			Fund 710 PERFORMANCE ESCROW	11,255.00	
			Fund 720 PAYROLL CLEARING	172.00	
			Fund 731 SSA #8 HEATHERLEIGH SUBDV	1,500.00	
			Fund 732 SSA #9 WILLOW PONDS SUBDV	1,750.00	
			Fund 734 SSA #11 LZ PINES SUBDV	2,223.50	
			Fund 735 SSA #13 CONVENTRY CRK SUB	1,750.00	
				<u><u>\$ 1,584,303.54</u></u>	



Always our Best

POLICE DEPARTMENT

200 Mohawk Trail
Lake Zurich, Illinois 60047
(847) 719-1690
www.lakezurich.org

MEMORANDUM

Date: June 4, 2024
To: Ray Keller – Village Manager *PK*
From: Steven D. Husak – Chief of Police
Subject: **Agreement to Provide Detainee Housing Services to Hawthorn Woods and Kildeer**

AGENDA ITEM

6c

Issue: Due to staffing shortages in the Lake County Jail, the Lake County Sheriff's Office has notified smaller law enforcement agencies that do not have their own detainee housing facilities that the Sheriff's Office may not be able to house detainees in some cases. The Villages of Kildeer and Hawthorn Woods have asked if Lake Zurich can assist them in the event a housing request is denied by the Lake County Sheriff's Office.

Analysis: State law requires that facilities housing detainees be staffed and monitored. Since the Hawthorn Woods and Kildeer police stations are 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. We have developed an agreement that would enable Hawthorn Woods and Kildeer to house their detainees at the Lake Zurich Police Department as needed at the cost of \$250 per day. We do not believe that the frequency of Hawthorn Woods' or Kildeers' detainees being housed at Lake Zurich will place any undue burden on our staff. We have a similar agreement with the Island Lake Police Department.

If/when dispatch consolidation takes place, it is likely that the Lake Zurich police station will not be staffed 24 hours a day. At that point, it is expected the agreement would be null and void.

The Village of Hawthorn Woods approved the detainee housing agreements on May 21, 2024.

Recommendation: Enter into an agreement with the Village of Hawthorn Woods to provide detainee housing services.

w/Attachment: Village of Hawthorn Woods Detainee Housing Agreement



Always our Best

POLICE DEPARTMENT

200 Mohawk Trail
Lake Zurich, Illinois 60047
(847) 719-1690
www.lakezurich.org

MEMORANDUM

Date: June 4, 2024

To: Ray Keller – Village Manager

From: Steven D. Husak – Chief of Police

Subject: **Agreement to Provide Detainee Housing Services to the Village of Kildeer**

Issue:

Due to staffing shortages in the Lake County Jail, the Lake County Sheriff's Office has notified smaller law enforcement agencies that do not have their own detainee housing facilities that the Sheriff's Office may not be able to house detainees in some cases. The Village of Kildeer has asked if Lake Zurich can assist them in the event a housing request is denied by the Lake County Sheriff's Office.

Analysis:

State law requires that facilities housing detainees be staffed and monitored. Since the Kildeer 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. We have developed an agreement that would enable Kildeer to house their detainees at the Lake Zurich Police Department as needed at the cost of \$250.00 per day. We do not believe that the frequency of Kildeer's detainees being housed at Lake Zurich will place any undue burden on our staff. We have a similar agreement with the Island Lake Police Department.

If/when dispatch consolidation takes place, it is likely that the Lake Zurich police station will not be staffed 24 hours a day. At that point, it is expected the agreement would be null and void.

The Village of Kildeer approved the detainee housing agreements on May 21, 2024.

Strategic Plan:

This agenda item is consistent with the following goals and objectives of the Strategic Plan.

- *Financial Sustainability*
 - *Identify opportunities to provide services to other agencies*
 - *Maximize existing and identify potential new revenue sources*
 - *Identify areas where Lake Zurich services may overlap with other organizations, both public and private, within a defined region*
- *Service Sustainability*

- *Identify methods of alternative service*

Recommendation:

Enter into an agreement with the Village of Kildeer to provide detainee housing services.

w/Attachment: Village of Kildeer Detainee Housing Agreement

Exhibit "A"

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF HAWTHORN WOODS AND THE
VILLAGE OF LAKE ZURICH REGARDING THE USE
OF THE VILLAGE OF LAKE ZURICH
POLICE HOLDING FACILITY**

THIS AGREEMENT (the "Agreement") is entered into on this 21st day of May 2024, by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation ("Lake Zurich"), and the Village of Hawthorn Woods, Lake County, Illinois, an Illinois municipal corporation ("Hawthorn Woods").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, Lake Zurich and Hawthorn Woods are units of local government as provided in Article VII of the 1970 Illinois Constitution; and

WHEREAS, Lake Zurich maintains an active and equipped police department (the "Lake Zurich Police Department"), including police officers, vehicles and equipment, and is willing and able to provide the use of the Lake Zurich Police Holding Facility, located at 200 Mohawk Trail, Lake Zurich, Illinois, to the Village of Hawthorn Woods for the purpose of temporarily holding persons in custody of the Hawthorn Woods Police Department following an arrest pursuant to the Code of Criminal Procedure of 1963 ("detainees"), but prior to a pretrial hearing; and

WHEREAS, the Village of Hawthorn Woods maintains an active and equipped police department, but does not maintain a secure facility capable of holding detainees; and

WHEREAS, Lake Zurich is equipped with a Police Holding Facility (the "Holding Facility"), the primary purpose of which is to serve Lake Zurich and to house Lake Zurich detainees; and

WHEREAS, as a secondary purpose, Lake Zurich is willing and generally able to provide use of the Lake Zurich Police Holding Facility in order to house Hawthorn Woods's detainees, when the Holding Facility has available capacity and the parties wish to associate, cooperate and enter into an intergovernmental agreement that so provides; and

WHEREAS, Section 10 of Article VII of the 1970 Illinois Constitution and the Intergovernmental Cooperation Act specifically authorize units of local government to contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not provided by law or ordinance; and

WHEREAS, Section 11-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/11-1-2.1 provides express authority for such agreements between municipalities for police assistance; and

WHEREAS, it is in the best interest of Lake Zurich and Hawthorn Woods to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained within this Agreement, Lake Zurich and Hawthorn Woods agree as follows:

SECTION 1 – RIGHTS AND RESPONSIBILITIES

- 1.1 - The above recitals to this Agreement are hereby incorporated as if fully set forth herein.
- 1.2 Lake Zurich shall, in accordance with the terms and conditions set forth in this Agreement, and in accordance with commonly accepted law enforcement practices, allow Hawthorn Woods Police Department to use the Lake Zurich Police Holding Facility for the purpose of housing detainees arrested by the Hawthorn Woods Police Department on a twenty four (24) hours a day, seven (7) days a week basis, all subject to the available capacity of the Lake Zurich Holding Facility at any point in time, as determined by the Lake Zurich Police Department personnel.
- 1.3 Hawthorn Woods agrees to be responsible for those costs related to and caused by its use of the Lake Zurich Holding Facility, including, but not limited to, the meals, transportation of its detainees to and from court, the transportation of its detainees for medical purposes and for the reimbursement for the cost of transportation of its detainees in the case of an emergency.
- 1.4 Hawthorn Woods agrees to be responsible for damages caused by its detainees to Lake Zurich property and/or staff, and for the medical or hospital costs of its detainees to be paid on behalf of its detainees, including as mandated by State and Federal law.
- 1.5 Hawthorn Woods shall provide and be responsible for the processing and authorization of the pre-trial release of all detainees transported to the Lake Zurich Police Holding Facility by Hawthorn Woods Police. Lake Zurich shall be responsible for the maintenance and operation of the Holding Facility and for the supervision of detainees while being held in the Holding Facility.
- 1.6 Hawthorn Woods Police Officers shall inform themselves of and abide by the following Lake Zurich Police Department General Orders which are attached hereto as Exhibit A and incorporated by reference. Hawthorn Woods Police Officers shall further inform themselves of and abide by any subsequent Lake Zurich Police Department General Orders which similarly relate to the use of the Holding Facility by Hawthorn Woods for its detainees.
 - 1.6.1 200.250 “Prisoners - Booking, Housing, Transfer, and Release”
 - 1.6.2 200.250(M)(1) “Instructions for the Completion of the IDOC Report of Extraordinary or Unusual Occurrence”
 - 1.6.3 200.255 “Prisoners – Transportation and Restraint”

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- 1.7 A detainee brought to the Lake Zurich Police Department Holding Facility by Hawthorn Woods who exhibits strange or suicidal behavior, threatens to harm themselves or anyone else, has the potential to harm themselves, has a known mental condition, or has not had detention authorized by the Lake County State's Attorney's Office will not be housed in the Holding Facility. Lake Zurich Police Department personnel retain the right to make the final determination regarding such condition of the detainees, within their sole discretion.
- 1.8 Hawthorn Woods agrees to write into its action plans contingency options regards to capacity issues if the Holding Facility becomes full, or emergency circumstances dictate not accepting detainees from Hawthorn Woods or the Holding Facility is otherwise unavailable to accept Hawthorn Woods detainees.
- 1.9 In addition to any other agreed provisions herein, Hawthorn Woods shall, in accordance with the terms and conditions of this Agreement, pay to Lake Zurich the fees and costs for the provision of such services as set forth in section 5 of this Agreement.
- 1.10 Lake Zurich Police Department personnel shall have the authority to refuse to hold a detainee for Hawthorn Woods in the event the Holding Facility is at capacity or close to capacity or if the Holding Facility is otherwise unavailable.

SECTION 2 – TERM and TERMINATION

- 2.1 Unless otherwise terminated by either party pursuant to this Section, this Agreement shall remain in full force and effect for the period from May 21, 2024, through May 21, 2027 or until the Lake Zurich Police Department Public Safety Answering Point (PSAP) closes or consolidates its dispatch operations with other jurisdictions. If neither party terminates the agreement in writing at least thirty (30) days prior to May 21, 2027, and the Lake Zurich Police Department PSAP continues to operate, the Agreement shall automatically renew for additional one-year periods subject to the termination rights set forth in Paragraph 2.2.
- 2.2 This Agreement may be terminated by either party at any time, without cause upon thirty (30) days written notice.
- 2.3 In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved signatory shall notify the signatory alleged to be in breach of the nature of the breach. The signatory alleged to be in breach shall have thirty (30) days to cure the default; if the nature of the default is such that a cure cannot reasonably be affected within thirty (30) days, the signatory alleged to be in breach shall not be held in default so long as it commences a cure in the thirty (30) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party may terminate this Agreement without prejudice and shall have all legal and equitable remedies arising from the breach.

SECTION 3 – DUTIES AND AUTHORITY OF POLICE OFFICERS

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3.1 Lake Zurich police officers shall be authorized at all times to enforce the laws, ordinances, and regulations of Lake Zurich, the State of Illinois, and the United States of America upon any person arrested in Hawthorn Woods and transferred to Lake Zurich to be temporarily housed in the Holding Facility.

3.2 All Lake Zurich police officers, vehicles, and equipment shall at all times remain under the sole and exclusive control and command of the Lake Zurich Chief of Police.

3.3 This Agreement shall not be construed so as to limit or decrease in any way the authority or ability of Lake Zurich police officers to enforce the laws, ordinances and regulations of Lake Zurich, the State of Illinois, or the United States of America within the corporate limits of Lake Zurich.

3.4 All Lake Zurich police officers and employees providing services under this Agreement shall remain solely under the command structure of the Village of Lake Zurich at all times.

SECTION 4 – LIABILITY AND INDEMNIFICATION

4.1 Hawthorn Woods shall defend, protect, indemnify, save and forever hold harmless Lake Zurich and/or any of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which Lake Zurich and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Lake Zurich and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of the Agreement by virtue of any act or omission of any of Hawthorn Wood's officers, officials, employees, agents, and/or representatives. This provision is entered into pursuant to Sections 5/1-4-6 and 5/1-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-4-6; 65 ILCS 5/11-1-2.1.

4.2 Lake Zurich shall defend, protect, indemnify, save and forever hold harmless Hawthorn Woods and/or any of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles and attorneys' fees and expenses, which Hawthorn Woods and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Hawthorn Woods and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damages to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in

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connection with, under, or as a result of this Agreement by virtue of any act or omission of any of Lake Zurich officers, officials, employees, agents, and/or representatives. This provision is entered into pursuant to Sections 5/1-4-6 and 5/1-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-4-6; 65 ILCS 5/11-1-2.1.

4.3 Hawthorn Woods shall carry and maintain comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, automobile coverage, bodily injury, death and property damage, in a minimum amount of \$5,000,000 combined single limit, which insurance shall include Lake Zurich as a named additional insured. Hawthorn Woods shall present evidence of the required insurance coverage to Lake Zurich prior to the commencement of the term of this Agreement.

SECTION 5 – FEES

5.1 In addition to any other costs or fees provided for herein, Hawthorn Woods shall pay Lake Zurich two hundred fifty dollars (\$250.00) per calendar day per detainee housed in the Lake Zurich Police Holding Facility. A calendar day shall be defined as any component of a calendar day, up to 24 hours, spent by a detainee in the Lake Zurich Police Holding Facility. Lake Zurich also reserves the right to charge Hawthorn Woods for actual personnel costs incurred by Lake Zurich Police to staff the Police Holding Facility.

SECTION 6 – PAYMENT

6.1 Lake Zurich shall provide Hawthorn Woods with an invoice for housing services on a quarterly basis. Payment shall be made in accordance with the Local Government Prompt Payment Act.

SECTION 7 – FINANCING CONTINGENCY

7.1 Lake Zurich and Hawthorn Woods expressly agree to comply with all legal and administrative requirements that govern the acceptance and use of the federal grant funds received for law enforcement purposes, as such requirements may be amended from time to time.

SECTION 8 – ACCOUNTABILITY

8.1 The Lake Zurich Chief of Police and the Village Manager shall administer this Agreement on behalf of Lake Zurich. The Hawthorn Woods Chief of Police and the Village Manager shall administer this Agreement on behalf of Hawthorn Woods. The respective Chiefs of Police shall establish reasonable protocols for the admittance and discharge of prisoners.

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8.2 Notice or other writings which any party desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered electronically or certified mail return receipt requested, postage prepaid, addressed to the respective Chief of Police.

For notices and communications to Lake Zurich:

Chief of Police
Village of Lake Zurich
200 Mohawk Trail
Lake Zurich, Illinois 60047

For notices and communications to Hawthorn Woods:

Chief of Police
Village of Hawthorn Woods
2 Lagoon Drive,
Hawthorn Woods, IL 60047

SECTION 9 – GENERAL TERMS AND CONDITIONS

9.1 If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.

9.2 Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the subject matter hereof, whether written, oral or otherwise, are hereby canceled and superseded by the Agreement upon its approval and acceptance by the parties. This Agreement encompasses the full and complete understanding of the parties with respect to the subject matter contained herein.

9.3 This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

9.4 All of the terms and conditions of this Agreement are hereby made binding, on the respective successors and assigns of both parties hereto.

9.5 Nothing contained in the Agreement, including, specifically its provisions with respect to insurance and indemnification, is intended to constitute, nor shall constitute a waiver of the defenses available to either 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.

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IN WITNESS WHEREOF, the undersigned municipal governments have caused this Agreement to be duly executed on this 21st of May 2024.

VILLAGE OF LAKE ZURICH

By: _____
Village President

ATTEST:

By: _____
Village Clerk

VILLAGE OF HAWTHORN WOODS

By: _____
Mayer

ATTEST:

By: _____
Village Clerk

2008335_1

**INTERGOVERNMENTAL AGREEMENT BETWEEN
THE VILLAGE OF KILDEER AND THE
VILLAGE OF LAKE ZURICH REGARDING THE USE
OF THE VILLAGE OF LAKE ZURICH
POLICE HOLDING FACILITY**

THIS AGREEMENT (the "Agreement") is entered into on this 21st day of May 2024, by and between the Village of Lake Zurich, Lake County, Illinois, an Illinois municipal corporation ("Lake Zurich"), and the Village of Kildeer, Lake County, Illinois, an Illinois municipal corporation ("Kildeer").

WITNESSETH:

WHEREAS, Article VII, Section 10 of the 1970 Illinois Constitution and the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*, authorize and encourage intergovernmental cooperation; and

WHEREAS, Lake Zurich and Kildeer are municipalities or units of government as provided in Article VII of the 1970 Illinois Constitution; and

WHEREAS, Lake Zurich maintains an active and equipped police department, including police officers, vehicles and equipment, and is willing and able to provide the use of the Lake Zurich Police Holding Facility, located at 200 Mohawk Trail, Lake Zurich, Illinois, to the Village of Kildeer for the purpose of temporarily holding detainees of the Kildeer Police Department; and

WHEREAS, the Village of Kildeer does maintain an active and equipped police department, however it is not in a position to hold its detainees ~~due to cuts in personnel~~ because they do not have a holding facility approved by the Illinois Department of Corrections; and

WHEREAS, Lake Zurich is willing and able to provide use of the Lake Zurich Police Holding Facility in order to house Kildeer's detainees, and the parties wish to associate, cooperate and enter into an intergovernmental agreement that so provides; and

WHEREAS, Section 11-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/11-1-2.1 provides authority for agreements between municipalities for police assistance; and

WHEREAS, it is in the best interest of Lake Zurich and Kildeer to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained within this Agreement, Lake Zurich and Kildeer agree as follows:

SECTION 1 – RIGHTS AND RESPONSIBILITIES

- 1.1 - The above recitals to this Agreement are hereby incorporated as if fully set forth herein.
- 1.2 Lake Zurich shall, in accordance with the terms and conditions set forth in this Agreement, and in accordance with commonly accepted law enforcement practices, allow

Kildeer Police Department to use the Lake Zurich Police Holding Facility for the purpose of housing detainees arrested by the Kildeer Police Department on a twenty four (24) hours a day, seven (7) days a week basis.

- 1.3 Kildeer agrees to be responsible for the meals, transportation of its detainees to and from court, the transportation of its detainees for medical purposes and for the reimbursement for the cost of transportation of its detainees in the case of an emergency.
- 1.4 Kildeer agrees to be responsible for damages caused by its detainees to Lake Zurich property, and for the medical or hospital costs of its detainees to be paid on behalf of its detainees as mandated by State and Federal law.
- 1.5 Kildeer shall provide and be responsible for the processing, bonding, and authorization of the release of all detainees transported to the Lake Zurich Police Holding Facility by Kildeer Police. Lake Zurich shall be responsible for the maintenance and operation of the Holding Facility and for the supervision of detainees.
- 1.6 Kildeer Police Officers shall inform themselves of and abide by the following Lake Zurich Police Department General Orders which are attached hereto as Exhibit A and incorporated by reference.
 - 1.6.1 200.250 "Prisoners - Booking, Housing, Transfer, and Release"
 - 1.6.2 200.250(M)(1) "Instructions for the Completion of the IDOC Report of Extraordinary or Unusual Occurrence"
 - 1.6.3 200.255 "Prisoners - Transportation and Restraint"
- 1.7 A detainee brought to the Lake Zurich Police Department Holding Facility by Kildeer that exhibits strange or suicidal behavior, threatens to harm themselves or anyone else, has the potential to harm themselves, has a known mental condition, or has not had detention authorized by the Lake County State's Attorney's Office will not be housed in the Lake Zurich Holding Facility. Such determination shall be made by Lake Zurich Police personnel, within their sole discretion.
- 1.8 Kildeer agrees to write into its action plans contingency efforts in regards to capacity issues if the Lake Zurich Police Holding Facility becomes full or emergency circumstances dictate not accepting detainees from Kildeer.
- 1.9 Kildeer shall, in accordance with the terms and conditions of this Agreement, pay to Lake Zurich the fees and costs for the provision of such services as set forth in section 5 of this Agreement.
- 1.10 Lake Zurich Police personnel shall have the authority to refuse to hold a detainee for Kildeer in the event the Lake Zurich Police Holding Facility is at capacity or close to capacity,

SECTION 2 – TERM and TERMINATION

2.1 Unless otherwise terminated by either party pursuant to this Section, this Agreement shall remain in full force and effect for the period from May 21, 2024, through May 21, 2027 or until the Lake Zurich Police Department Public Safety Answering Point (PSAP) closes or consolidates its dispatch operations with other jurisdictions. If neither party terminates the agreement in writing at least thirty (30) days prior to May 21, 2027, and the Lake Zurich Police Department PSAP continues to operate, the Agreement shall automatically renew for additional one-year periods subject to the termination rights set forth in Paragraph 2.2.

2.2 This Agreement may be terminated by either party at any time, without cause upon thirty (30) days written notice.

2.3 In the event of any substantive breach of the terms and conditions of this Agreement, the aggrieved signatory shall notify the signatory alleged to be in breach of the nature of the breach. The signatory alleged to be in breach shall have thirty (30) days to cure the default; if the nature of the default is such that a cure cannot reasonably be affected within thirty (30) days, the signatory alleged to be in breach shall not be held in default so long as it commences a cure in the thirty (30) day period and diligently pursues completion thereof. Upon default of this Agreement, the non-defaulting party may terminate this Agreement without prejudice and shall have all legal and equitable remedies arising from the breach.

SECTION 3 – DUTIES AND AUTHORITY OF POLICE OFFICERS

3.1 Lake Zurich police officers shall be authorized at all times to enforce the laws, ordinances, and regulations of Lake Zurich, the State of Illinois, and the United States of America upon any person arrested in Hawthorn Woods and transferred to Lake Zurich to be temporarily housed in the Lake Zurich Police Holding Facility.

3.2 All Lake Zurich police officers, vehicles, and equipment shall at all times remain under the sole and exclusive control and command of the Lake Zurich Chief of Police.

3.3 This Agreement shall not be construed so as to limit or decrease in any way the authority or ability of Lake Zurich police officers to enforce the laws, ordinances and regulations of Lake Zurich, the State of Illinois, or the United States of America within the corporate limits of Lake Zurich.

3.4 All Lake Zurich police officers and employees providing services under this Agreement shall remain solely under the command structure of the Village of Lake Zurich at all times.

SECTION 4 – LIABILITY AND INDEMNIFICATION

4.1 Kildeer shall defend, protect, indemnify, save and forever hold harmless Lake Zurich and/or any of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles, and attorneys' fees and expenses, which Lake Zurich and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Lake Zurich and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damage

to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of the Agreement by virtue of any act or omission of any of Kildeer's officers, officials, employees, agents, and/or representatives. This provision is entered into pursuant to Sections 5/1-4-6 and 5/1-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-4-6; 65 ILCS 5/11-1-2.1.

4.2 Lake Zurich shall defend, protect, indemnify, save and forever hold harmless Kildeer and/or any of its officers, officials, employees, agents, and/or representatives from and against any and all liabilities, obligations, claims, damages, penalties, causes of action, costs and expenses, including but not limited to court costs, litigation expenses, insurance deductibles and attorneys' fees and expenses, which Kildeer and/or its officers, officials, employees, agents, and/or representatives may incur, suffer, or sustain, or for which Kildeer and/or its officers, officials, employees, agents, and/or representatives may become obligated by reasons of any accident, injury to, or death of any persons, or loss of, or damages to, any property, or civil and/or constitutional infringement of civil rights or liberties (specifically including violations of any and all federal civil rights statutes, regulations, and constitutional provisions) arising directly or indirectly from, in connection with, under, or as a result of this Agreement by virtue of any act or omission of any of Lake Zurich officers, officials, employees, agents, and/or representatives. This provision is entered into pursuant to Sections 5/1-4-6 and 5/1-1-2.1 of the Illinois Municipal Code, 65 ILCS 5/1-4-6; 65 ILCS 5/11-1-2.1.

4.3 Kildeer shall carry and maintain comprehensive general public liability insurance, which shall include coverage for personal liability, contractual liability, automobile coverage, bodily injury, death and property damage, in a minimum amount of \$5,000,000 combined single limit, which insurance shall include Lake Zurich as a named additional insured. Kildeer shall present evidence of the required insurance coverage to Lake Zurich prior to the commencement of the term of this Agreement.

SECTION 5 – FEES

5.1 Kildeer shall pay Lake Zurich two hundred fifty dollars (\$250.00) per calendar day per detainee housed in the Lake Zurich Police Holding Facility. A calendar day shall be defined as any component of a calendar day, up to 24 hours, spent by a detainee in the Lake Zurich Police Holding Facility. Lake Zurich also reserves the right to charge Kildeer for actual personnel costs incurred by Lake Zurich Police to staff the Police Holding Facility.

SECTION 6 – PAYMENT

6.1 Lake Zurich shall provide Kildeer with an invoice for housing services on a quarterly basis. Payment shall be made within thirty (30) days of mailing of the invoice.

SECTION 7 – FINANCING CONTINGENCY

7.1 Lake Zurich and Kildeer expressly agree to comply with all legal and administrative requirements that govern the acceptance and use of the federal grant funds received for law enforcement purposes, as such requirements may be amended from time to time.

SECTION 8 – ACCOUNTABILITY

8.1 The Lake Zurich Chief of Police and the Village Manager shall administer this Agreement on behalf of Lake Zurich. The Kildeer Chief of Police and the Village Manager shall administer this Agreement on behalf of Kildeer. The respective Chiefs of Police shall establish reasonable protocols for the admittance and discharge of prisoners.

8.2 Notice or other writings which any party desires or is required to serve upon the other party in connection with this Agreement shall be in writing and shall be delivered electronically or certified mail return receipt requested, postage prepaid, addressed to the respective Chief of Police.

For notices and communications to Lake Zurich:

Chief of Police
Village of Lake Zurich
200 Mohawk Trail
Lake Zurich, Illinois 60047

For notices and communications to Kildeer:

Chief of Police
Village of Kildeer
21911 N Quentin Road,
Kildeer, IL 60047

SECTION 9 – GENERAL TERMS AND CONDITIONS

9.1 If any provision of this Agreement is held to be invalid for any reason, such invalidation shall not render invalid other provisions of this Agreement which can be given effect in the absence of the invalid provision, provided that the invalidation of such provision does not materially impact the purpose for which this Agreement was entered.

9.2 Any other agreements, understandings, representations, and/or promises between the parties hereto concerning the subject matter hereof, whether written, oral or otherwise, are hereby canceled and superseded by the Agreement upon its approval and acceptance by the parties. This Agreement encompasses the full and complete understanding of the parties with respect to the subject matter contained herein.

9.3 This Agreement shall be construed in accordance with the laws and Constitution of the State of Illinois.

9.4 All of the terms and conditions of this Agreement are hereby made binding, on the respective successors and assigns of both parties hereto.

9.5 Nothing contained in the Agreement is intended to constitute, nor shall constitute a waiver of the defenses available to either 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.

IN WITNESS WHEREOF, the undersigned municipal governments have caused this Agreement to be duly executed on this 21st of May 2024.

VILLAGE OF LAKE ZURICH

By: _____
Village President

ATTEST:

By: _____
Village Clerk

VILLAGE OF KILDEER

By: *William D. Black*
Mayor

ATTEST:

By: *Michael J. Galt*
Village Clerk



*At the Heart of Community*

PARK AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: June 17, 2024
To: Ray Keller, Village Manager *PK*
From: Bonnie Caputo, Recreation Director
Subject: Park and Recreation Pavilion Event Request FY24

AGENDA ITEM

6D

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
Avilez Graduation Party	7/20/24 1pm-6pm	Paulus Park Playground Pavilion	100+

Recommendation:

Staff recommends accepting the above applicant request to utilize Paulus Park property.
w/Attachments: Pavilion Reservation Application

PAULUS PARK PAVILION & FIELD

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 **OR**
☒ Center Stage Pavilion - 200 S. Rand Rd
☐ Lakeside Pavilion - 200 S. Rand Rd
☐ Paulus Park Stage - 200 S. Rand Rd

1 Rental Date 7/20/24 (S) (M) (T) (W) (T) (F) (S)

Arrival 1:00pm Departure 6:00pm

2 Contact Janaye Avilez

Cell 6305507356 Home _____

3 Street Address 173 Fairway Road

City Lake Zurich

4 E-Mail Address janayeavilez@gmail.com

Date of Birth 12/12/1989

5 Purpose of Rental HS Graduation Party

6 Expected Attendance 95

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:
 Tables cloths, balloons, streamers, graduation sign

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/FEE'S ARE APPLICABLE**

FIELD RENTALS

- ☐ Braemar Park - 608 Chesterfield Ln
☐ Bristol Trails Park - 1130 Bristol Trails Rd
☐ Buffalo Creek Park - 675 Old Mill Grove Rd
☐ Chestnut Corners/Hunters Creek - 1235 Pheasant Ridge Dr
☐ Countryside East Soccer - 683 Old Mill Grove
☐ Countryside West Soccer - 1200 Deerpath
☐ Manor Park - 5 Miller Rd
☐ Old Mill Grove Park - 285 Old Mill Grove
☐ Orchards Park - 567 Lawrence
☐ Staples Park - 510 Red Bridge Rd
☐ Wicklow Ball Field - 815 March Street
☐ Wicklow West Park - 1154 O'Malley Street
☐ Zurites Park - 71 Pleasant



FACILITY RENTAL POLICIES

Please read all Shelter and Field Policies before submitting application

- 1** The Lake Zurich Park and Recreation Department reserves the right to cancel any reservation for the use of an athletic field if it is needed for the use of a Lake Zurich affiliated youth or adult league. The Lake Zurich Park and Recreation Department shall endeavor a 72 hour notice in the event a reservation is required to be canceled.

- 2** Reservations are on a first-come, first-served basis. Applications are accepted in January for the current year only. No reservations are taken over the phone. Availability may be checked by calling 847-438-5146 x1. No dates can be reserved until the park usage application has been submitted, paid in full and approved by the Recreation Director. Sheltered pavilions include 5 picnic tables at Paulus Park shelters only. Any additional picnic tables needed must be brought in or you can use any unused picnic tables around the park. All other parks, please stop out to your site prior to the rental as no additional tables will be brought out.

- 3** The applicant is required to be at least 21 years of age and must remain on-site at all times during the use period. The renter must produce their receipt upon request by Police or Park and Recreation personnel and shall be responsible for the conduct of their group and maintenance clean-up at the end of their rental. Please note that if you should have any issues at the shelter rental (outside of business hours Monday-Friday), please keep the beach phone number of 847-540-5067 on hand as a manager can help to assist you on the weekends (June-July).

- 4** The Village of Lake Zurich needs to approve all equipment used on Village property. Certificate of insurances are needed for tents, catering and any special equipment brought onto Village property. This certificate of insurance must be for at least \$1,000,000 coverage in commercial general liability insuring the Village of Lake Zurich as additional insured and yourself. Please note that additional equipment approved to be used at your rental that needs to be staked down into the ground requires the applicant to contact JULIE (Call 811 OR 1-800-892-0123 to place a local request) for locates (may require you to be on site for locate of your shelter site).

- 5** Fires are only permitted in the shelter grill. Bonfires are not allowed in the park or on the beach. Charcoal is only to be used in the grills provided at the shelter. Gas and propane grills are allowed. The grills base must be at least 24 inches from the surface on which it rests; grills are not permitted on picnic tables. Coals must be thoroughly extinguished, cooled and disposed of in disposal receptacles NOT garbage cans. All fires must be carefully supervised and extinguished before the group leaves the site.

- 6** All Village of Lake Zurich park rules apply to rentals. No fireworks allowed at any time. No vehicles are allowed in any of our parks (park pathways, grass, etc.) except for the parking lots. Driving through the park even down to your shelter is prohibited (all supplies for your rental including catering, tables, chairs, grills, etc. must be brought down by hand). Smoking is not permitted in the Village of Lake Zurich facilities. All trash and garbage must be placed in appropriate receptacles. No glass of any kind is allowed on park grounds.

- 7** For parks near the water, swimming is only allowed in the designated beach areas when a lifeguard is on duty. Group swim information can be obtained at the office.

- 8** Fishing is allowed on Lake Zurich. Anyone over 15 years old requires an Illinois fishing license.

- 9** Loudspeakers, public address systems, musical instruments, bands or amplified equipment are not allowed without the permission of the Park and Recreation Department.

- 10** Any violation of the park rules and regulations, Park and Recreation or Village ordinances, shall be just cause for immediately revoking the reservation and may be cause for future denial for use of shelter. This includes area being cleaned up at the end of the event.

- 11** Groups with youth under the age of 18 must have one adult over age 21 for every 10 youths. Any group which does not have adequate supervision or fails to maintain discipline will be asked to leave.

- 12** Proof of liability insurance may be required by the Village of Lake Zurich. Organized athletic leagues renting the fields will be required to provide the Village of Lake Zurich with a copy of their certificate of insurance, a league schedule and a copy of the team roster (if applicable) prior to league play. Payment of fees must be made prior to any scheduled league games.

- 13** No alcoholic beverages of any kind are permitted in the facilities or on the grounds unless you have approval from the Recreation Director and meet the following requirements (**LAKE ZURICH RESIDENTS ONLY**):
- a) pay a non-refundable fee per event to allow your party to be added to the Village of Lake Zurich's insurance policy as an additional insured or see section b below.
 - b) by providing a Certificate of Insurance. This Certificate must be for \$2,000,000 Host Liquor Liability with the Village of Lake Zurich added as an additional insured through the homeowner's or renter's insurance.
 - c) by providing your local liquor license from Village Hall, 70 E. Main Street (\$50). Your reservation form will indicate whether alcohol is permitted or not. If underage drinking is going on, staff will be required to contact the police.
 - d) further information on obtaining a liquor license can be found at lakezurich.org/liquor. Please note that alcohol is prohibited on Village beaches.
-
- 14** Renter must begin their party set up at their scheduled reservation time. Place all refuse in garbage cans prior to your reserved ending time as no additional clean up time is allowed. Each Paulus Park shelters have 5 picnic tables – Any additional tables needed must be brought in or you can use any unused picnic tables around the park.
-
- 15** Only certain parks have restroom facilities or portable toilets during the summer season. Paulus and Breezewald parks have indoor restroom facilities on the park property (on a locked timer opened dawn to dusk).
-
- 16** Leashed dogs are welcome to use park pathways, except as posted for special events or conditions. Please care for your pet: A \$250 fine will be assessed for individuals who do not clean up after their dog. A \$500 fine will be assessed for dogs that are off leash. Please refrain from feeding wildlife.
-
- 17** Any custodial service required over and above the group's normal clean-up will be charged at the rate of \$25 per hour.
-
- 18** In an emergency, please call the non-emergency police at 847-438-2349 or 911. If your shelter rental is during the week from 8:30am-4pm and you experience any issues you need assistance with, please contact the Barn at 847-438-5146. If your rental is on the weekend and you need assistance, you may contact the Beach Manager as early as 10am (during regular season hours or 12pm for pre/post season hours) at 847-540-5067 for assistance.
-
- 19** In the event of inclement weather (lightning, thunder, etc.), reservations will be given a full refund or transferred to an alternate date. No rain dates can be made in advance. The Village of Lake Zurich reserves the right to cancel athletic field reservations in the event of wet weather conditions that could result in damage to turf areas. Any rescheduled reservations **MUST** be cleared through the Park & Recreation department to avoid conflicts.

CANCELLATION POLICY

If you need to cancel your rental, please contact us immediately. Cancellations made within 15 days of the rental date will receive the full amount of the rental fee refunded less a 10% service charge (minimum \$5, maximum \$15) with a full refund of your deposit. If a cancellation is made with less than 15 days notice, the Park and Recreation Department will retain the rental fee and refund; this includes reservations made less than 15 days from the rental date.

RENTAL CATEGORIES & HOURLY RATES

R = Resident NR = Non-Resident CR = Civic Resident CNR = Civic Non-Resident

	R	NR	CR	CNR
Shelter Rental under 100 people	\$90/day	\$125/day	\$45/day	\$62.50/day
Shelter Rental over 100 people	\$120/day	\$175/day	\$60/day	\$87.50/day
Field Rentals (up to 3 hours)	\$50/day	\$70/day	\$25/day	\$40/day

- Shelter rentals for 100+ people require both Park Advisory Board and Village Board approval.

- Events such as weddings, races, etc. may be subject to park use fees which vary from \$400-\$600 per day.

RENTAL GROUP CATEGORIES**Resident:**

Individuals residing within the Village of Lake Zurich whose usage is not intent on making a profit or charging a donation (parties, showers, receptions, social events).

Non-Resident:

Individuals not residing within the Village of Lake Zurich whose usage is not intent on making a profit or charging a donation (parties, showers, receptions, social events).

Civic-Resident:

Non-profit groups, civic organizations, governmental units, etc. whose usage is not intent on making a profit or charging a donation (church groups, scouts, homeowners' associations, SAA). There is a maximum of 3 hours for rentals by civic organizations.

WAIVER AND RELEASE OF ALL CLAIMS

The undersigned participant agrees to obey all Village of Lake Zurich rules and regulations, as well as Village of Lake Zurich employees.

As a user of this facility, I recognize and acknowledge that there are certain risks of physical injury and I agree to assume the full risk of any injuries, including death, damages or loss which I, or any of my guests may sustain as a result of participating in any and all activities connected with or associated with use of stated facility. I do hereby fully release and discharge the Village of Lake Zurich and its officers, agents, servants and employees from any and all claims resulting from injuries, damages and losses sustained during the use of stated facility. I have read and fully understand the above details and waiver and release of all claims.

I have read the Village of Lake Zurich's policies and agree to abide by them or risk forfeiture of our facility rental or security payment.

1/30/2024

Signature of Applicant

Date

☐ MasterCard ☐ Visa

This section must be filled out if using MC or Visa

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CVV:

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Cardholder Name _____

Expiration Date _____ Amount of Charge \$ _____

Authorized Signature _____

MAIL/FAX PAYMENT TO:

Village of Lake Zurich
200 S. Rand Road
Lake Zurich, IL 60047
FAX: 847.380.5471

OFFICE USE ONLYPaid Date 2/2/24 Amount 90.00 ~~CA~~

Other Charges _____ = _____

Total Owed = _____

Recreation Supervisor/Director


☐ Approved ☐ Disapproved Date 2/2/24
☐ Alcohol Permit Provided ☐ Certificate of Insurance Provided
Special Event Application ☐ Yes ☐ NoTent Permit Required ☐ Yes ☐ NoOutlook Calendar ☒ Calendar ☒Rectrac ☒



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: June 17, 2024
To: Ray Keller, Village Manager *PK*
From: Sarosh Saher, Community Development Director
CC: Mary Meyer, Building Services Supervisor
Colleen McCauley, Village Planner
Re: **Zoning Application for a Planned Unit Development
7-Brew Drive-through Coffee at 880 South Rand Road**

AGENDA ITEM

Issue: Mr. Chris George of Tartan Realty Group, Inc., on behalf of Who Brew IL 1, LLC, (the "Applicant") and with the consent of MJR Lake Zurich Real Estate Holding Company, LLC ("Owner") requests approval of a Planned Unit Development (PUD), Site Plan Approval and Exterior Appearance Review to construct a new building containing a drive-through coffee shop located at 880 South Rand Road and legally described in Exhibit A attached hereto (the "Subject Property"). The Subject Property is currently located within the Village's B-3 Regional Shopping business district.

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

- Expand the Village's role as a major regional economic hub in Lake County
- Continue Route 12 Corridor Development
- Become more business friendly and customer oriented

Background: The subject property is located at the northeast corner of Rand Road and Pheasant Ridge Road, and is legally described in Exhibit A attached hereto (the "Subject Property"). It comprises approximately 24,458.3 square feet (0.63 Acre), and currently contains the vacant building formerly used by Alpine Animal Hospital.

The existing building will be demolished and replaced with a new 510 square-foot modular building accompanied by a 238 square-foot cooler/dry storage area located behind the building, a trash enclosure on the property, accompanying drive-through lanes and parking lot at the rear. The business will be formatted as a drive-through only concept with a dual drive-thru configuration. Employees will take orders on tablets instead of a traditional drive-thru speaker box, which allows

880 South Rand Road – 7-Brew Coffee
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the business to create personal relationships with their customers and serve them at a higher rate. No means for on-site consumption within the modular building is being proposed.

The establishment is expected to have 12-15 employees with 6-8 employees on staff at peak times. The building is not designed to accommodate customers. Hours of operation are 5:30 a.m. to 10:00 p.m. While there is no limit in the code governing hours of operation, commercial delivery hours are generally prohibited between 9:00 p.m. and 7:00 a.m. These prohibition times also pertain to garbage pickup. The Applicant has agreed to these hours for deliveries and similar services.

Landscape material will be provided along the west, north and east lot lines. Since the property backs up to residential property on north and northeast, staff has strongly recommended that these segments of the property line be heavily landscaped with year-round screening landscape material in addition to the existing landscape material to the north around the existing detention pond. Staff has additionally recommend that a fence be installed along the north property line to screen the headlights of customer vehicles as they travel the property to the pickup window. Staff acknowledges that the trash enclosure will also act as a partial screen in its proposed location.

Specifically, the Applicant is seeking:

- Special Use Permit for a Planned Unit Development (PUD) to allow for the construction of a single tenant commercial building, drive-through lanes and parking area on the Subject Property.
- The grant of modifications to the Zoning Code under the PUD as follows:
 - Development proposed on a non-conforming lot, comprising land area that is less than the minimum required area for a lot in the B-3 Regional Shopping Business district.
 - Reduction in side yard setback from 11.25 feet (for non-conforming lots) to 10 feet
 - Reduction in rear yard setback from 22.5 feet (for non-conforming lots) to 9.7 feet
 - Increase in the maximum illumination at property lines from 0.5 Foot-candles to 0.8 foot-candles.
 - Maximum illumination at any point within the interior of the property from a maximum of 10 foot-candles to a maximum of 20 foot-candles.
 - Increase in the maximum area of a wall sign from 40 square feet to 40.92 square feet and 50.18 square feet for two wall signs.
(Note: the ground mounted sign is redesigned to be constructed in conformance with the sign code).
- Exterior Appearance Review to approve the proposed building and related site features on the Subject Property.
- Site Plan Review and approval of the Redevelopment

Analysis: The Planning and Zoning Commission (PZC) considered the application at a public hearing on May 15, 2024. While there were no objectors to the proposal, there were concerns related to light and noise provided by the adjacent neighbor to the rear of the Subject Property at 415 Pheasant Ridge Road.

880 South Rand Road – 7-Brew Coffee
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The Applicant agreed to work with staff to address all conditions within the report and to address the concerns of the neighbor prior to presenting the application to the Village Board. At the close of the hearing, the PZC adopted the recommendations and conditions of staff as its own and voted 6-0 to recommend approval of the project.

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

<https://play.champds.com/lakezurichil/event/119>

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

Changes since the Public Hearing

In response to the concerns and comments raised at the public hearing, the Applicant has revised the development proposal as follows:

1. *Screening the property with a fence.* The Applicant is proposing to install a 6-foot high fence along the rear of the property to screen the light and noise potentially generated by the activities on the Subject Property from the residential properties to the north.
2. *The monument sign* has been redesigned to conform with the sign code. Wall signs are recommended to be granted minor modifications from the requirements of the code.
3. *Landscaping.* The site currently contains 1 tree and scrub vegetation. The development proposes the removal of the existing tree and replacement with 24 trees and 81 shrubs in various evergreen and deciduous varieties.
4. *Applicant comments.* The Applicant has also indicated that:
 - a. As it relates to traffic - Due to the number of nearby access points to the primary arterial, South Rand Road (4 within 1000ft) it is the [traffic] engineer's opinion that the majority of westbound traffic will not use the Pheasant Ridge intersection and will use the entry immediately east of the intersection, therefore stacking concerns are minimal.
 - b. In response to the concerns of the adjacent property owner - Signage contributing to more light hitting the residential property – based on the provided photometrics and the placement of signage (no signs will be placed on the North Elevation of the building) and the monument sign is located along Frontage Rd, there is minimal possibility where an increase of light will reach the adjacent residential neighbor's yard.
 - c. Fence Recommendation – In addition to the 6-foot high fence that is being proposed, the plant material over the years will grow taller than the fence and will

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continue to buffer any noise and/or sound concerns the adjacent neighbor has. Additionally, the Subject Property does not share a property boundary with the neighbor's residential property.

Recommendation. At their meeting on May 15, 2024, the PZC recommended approval of the Planned Unit Development (PUD) incorporating the conditions for approval provided by staff in its report.

Following the review of the revised proposal, staff continues to recommends approval of the attached ordinance, with its specific attachments based on the following conditions for approval that are contained within the accompanying approval ordinance:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application, Cover Letter and attachments dated April 12, 2024, prepared by Mr. Chris George of Tartan Realty Group, Inc, agent of Applicant.
 - b. Legal Description of the Subject Property.
 - c. Ground Lease Agreement between Who Brew IL 1, LLC, and MJR Lake Zurich Real Estate Holding Company, LLC dated December 28, 2023.
 - d. Restrictive Covenant Agreement running with the property prohibiting the use of the property for the “practice of veterinary medicine,” for a period of 10 years, which document is recorded with the Lake County Recorder as Document Number 7983291 on July 7, 2023.
 - e. Plat of Subdivision of Deerpath Court Retail Center, depicting the location of the lot of the Subject Property, easements providing for access, stormwater management, drainage and public utilities, which document is recorded with the Lake County Recorder as Document Number 2791794 on May 12, 1989.
 - f. Amendment to Access Easement related to vehicular access to the Subject Property, dated July 27, 1990, such document recorded with the Lake County Recorder as Document Number 2929424 on date unknown.
 - g. ALTA/NSPS Land Title and Topographical Survey prepared by Jen K. Doe Professional Surveyors, dated December 14, 2023.
 - h. Site development Plans for 7 Brew Drive-through Coffee, said Plans prepared by Matthew Steven Miller, Engineer of Record, and Toth Associates dated May 24, 2024. including the following sheets:
 - i. Cover Sheet C0.0
 - ii. General Notes C0.1
 - iii. Demolition Plan C1.1
 - iv. Erosion Control Plan C1.2
 - v. Site Plan C2.1
 - vi. Grading Plan C3.1
 - vii. Utility Plan C4.1
 - viii. Landscape Plan C5.1-5.2

880 South Rand Road – 7-Brew Coffee
June 17, 2024

- ix. Striping Plan C6.1
 - x. Details Sheets C71. And C72.
 - i. Engineers Opinion of Probable Cost (EOPC) Prepared by Toth Associates dated May 24, 2024.
 - j. Stormwater Runoff data – data run on April 12, 2024.
 - k. Architectural Plans and Elevations prepared by Veritas Architecture and Design, dated April 3, 2024 including the following:
 - i. Floor Plan Sheet A1.2
 - ii. Exterior Elevations, Sheets A2.0-A2.3
 - iii. Material Color Board.
 - l. Site Photometric Plan prepared by Veritas Architecture and Design, Sheet SE1.1, dated April 22, 2024 and last updated on May 10, 2024.
 - m. Signage Plan for 7 Brew Coffee prepared by Chandler Signs, Sheets 1-10, dated February 26, 2024.
 - n. Monument Sign Plan and Specifications prepared by Chandler Signs, Sheet 11 of 23, last updated November 23, 2023.
 - o. Traffic Study Compliance Letter prepared by Toth & Associates, dated April 11, 2024
2. In compliance with the Village of Lake Zurich Land Development Code, the Applicant is required to install all required public utilities and shall provide surety to guarantee the proper installation of these improvements and to ensure that water and sanitary sewer service is delivered to the lot per the current codes and requirements.
 3. Hours of operation shall not exceed 5:30 a.m. to 10:00 p.m. However commercial delivery hours and garbage pickup shall be prohibited between 9:00 p.m. and 7:00 a.m. Deliveries and similar services shall not be conducted during the prohibited hours
 4. Review of the Traffic Study, prepared by Toth & Associates, dated April 11, 2024, indicates that additional traffic will be added to the Frontage Road and the signalized intersection of Rand Road; and that the outbound trips count level could put approximately an additional one car per minute making this turning movement. The Applicant shall therefore address the daily peak trip times and demonstrate that these will not conflict with adjacent businesses and establishments that open, operate or remain closed at the peak hours thereby lowering the number of trips on these roadways. Such determinations shall be submitted to the Village prior to obtaining final occupancy of the establishment.
 5. “Shielded surface-mounted LED neon flex lighting” classified in the village sign code as Neon or LED lighting to outline doors, windows, architectural features, and building facades shall not be permitted as an elevation treatment of the building.
 6. The monument signage proposal shall conform with the requirements of the sign code.
 7. The maximum illumination levels under the canopy shall not exceed 20 foot-candles.

880 South Rand Road – 7-Brew Coffee
June 17, 2024

8. The area of the Subject Property along the north and northeast lot lines that backs up to residential property shall be screened my means of a permanent 6-foot high fence to screen the headlights of customer vehicles as they travel the property to the pickup window and any noise generated by the activities of the land use from the residential properties to the north.
 9. The curbs along the private access drive to the Subject Property shall terminate at the easterly and westerly property lines, and connect to existing curb where present.
 10. A sidewalk shall be installed along the street frontage of the Subject Property in accordance with the village's sidewalk requirements. However, the access to the Subject Property is via a private street. Therefore, in the event that the construction of a sidewalk is not possible, the Applicant shall pay a fee in lieu of installing a sidewalk along the street frontage of the Subject Property to be collected and placed into an escrow account that will fund the construction and upkeep of sidewalks within the Village. Such fee shall be based upon the per square-foot cost of a 5-foot wide sidewalk as determined by the Village at the time of issuance of the building permit, and collected at such time.
 11. Demolition and removal of the existing structures on the Subject Property shall occur upon the issuance of a demolition permit and prior to issuance of any building permit.
 12. The Redevelopment shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich, including general and continuing compliance with Title 10 of the Village Code, the Land Development Code, and all of the engineering and land improvement requirements, standards and specifications set forth in Chapter 6 of said Land Development Code, unless otherwise approved or provided for in the final engineering plans, as approved by the Village, or development agreement, as approved by the Village, for the Subject Property.
- Approval Ordinance including the following exhibits:
 - Legal description of the Subject Property
 - Architectural Renderings, Site Plan, Building Elevations, Preliminary Engineering and other exhibits submitted by Applicant
 - January 17, 2024 staff report and PZC final recommendation/conditions

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-06-573

**AN ORDINANCE GRANTING A SPECIAL USE FOR PLANNED UNIT
DEVELOPMENT AND RELATED ZONING APPROVALS
*7 Brew Drive-through Coffee Shop – 880 South Rand Road***

WHEREAS, Mr. Chris George of Tartan Realty Group, Inc., on behalf of Who Brew IL 1, LLC, is the applicant (“Applicant”) for the property at the northeast corner of Rand Road and Pheasant Ridge Road, with an address of 880 South Rand Road (“Subject Property”) in the Village of Lake Zurich (“Village”), said property legally described in Exhibit A attached hereto; and

WHEREAS, Applicant with the consent of the owner of the Subject Property, MJR Lake Zurich Real Estate Holding Company, LLC (“Owner”), submitted an application for a Planned Unit Development (“PUD”), review of critical design elements (“Site Plan Review”) and approval for a PUD and the exterior appearance review process in furtherance of the Village Code requirements (“Exterior Appearance Review”) and approval to construct a new building and accompanying vehicle use areas for the purpose of establishing a drive-through coffee shop; and

WHEREAS, the Subject Property is zoned within the B-3 Regional Shopping Business District under the Village of Lake Zurich Zoning Code (“Zoning Code”) approximately 24,458.3 square feet (0.63 acres) in size, requiring modifications to the Zoning Code for minimum lot area, and such Subject Property is currently improved with a vacant building and parking lot; and

WHEREAS, the Applicant plans to demolish the existing vacant building and has applied for zoning approvals to construct a new approximately 510 square-foot modular building accompanied by a 238 square-foot cooler/dry storage area located behind the building, a trash enclosure, accompanying drive-through lanes and parking lot at the rear on the Subject Property (hereinafter referred to as the “Redevelopment”); and

WHEREAS, the Applicant has filed zoning application PZC 2024-02, dated April 12, 2024, (the “Application”), a copy of which is attached hereto as Exhibit B, seeking the specific approvals of the following:

- Special Use Permit for a Planned Unit Development (PUD) to allow for the construction of a single tenant commercial building, drive-through lanes and parking area on the Subject Property.
- The grant of modifications to the Zoning Code under the PUD as follows:

- Development proposed on a non-conforming lot, comprising land area that is less than the minimum required area for a lot in the B-3 Regional Shopping Business district.
- Reduction in side yard setback from 11.25 feet (for non-conforming lots) to 10 feet
- Reduction in rear yard setback from 22.5 feet (for non-conforming lots) to 9.7 feet
- Increase in the maximum illumination at property lines from 0.5 Foot-candles to 0.8 foot-candles.
- Maximum illumination at any point within the interior of the property from a maximum of 10 foot-candles to a maximum of 20 foot-candles.
- Increase in the maximum area of a wall sign from 40 square feet to 40.92 square feet and 50.18 square feet for two wall signs.
(Note: the ground mounted sign is redesigned to be constructed in conformance with the sign code).
- Exterior Appearance Review to approve the proposed building and related site features on the Subject Property.
- Site Plan Review and approval of the Redevelopment

WHEREAS, in compliance with the law, and the requirements of the Zoning Code, notice was published on May 1, 2024, in The Daily Herald, and the Village posted a public hearing sign on the Subject Property on May 1, 2024, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (the “PZC”) on May 15, 2024, to consider the Application for this requested zoning authority and approval; and

WHEREAS, the PZC conducted the public hearing on May 15, 2024 and received and considered the STAFF REPORT dated May 15, 2024, which was provided to the PZC for the meeting, addressing the request for approval of said PUD as a special use and modifications therein, approval of development concept and final plan review, including Site Plan, and review of Exterior Appearance submittals to allow for the construction of the commercial building on the Subject Property within the B-3 Regional Shopping Business District; and considered all information presented by the Applicant, and the applicable factors required under the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees approve the zoning approvals and modifications requested in this Application, subject to those conditions of approval recommended by Village staff in said STAFF REPORT; and

WHEREAS, the Mayor and Board of Trustees of the Village of Lake Zurich met on June 17, 2024, and considered the findings and recommendations of the PZC, including the STAFF REPORT dated May 15, 2024, all consisting of 20 pages, said required zoning standards, findings and recommendations attached hereto as Exhibit B, the requirements of the Land Development Code, and having considered all of the facts and circumstances affecting the Application and these recommended approvals and modifications, the Mayor and Board of Trustees have determined that the applicable standards related to these zoning approvals and Land Development Code standards have been met.

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

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

SECTION 2: GRANT OF SPECIAL USE PERMIT, APPROVAL OF DEVELOPMENT CONCEPT AND FINAL PLAN FOR A PUD, SITE PLAN APPROVAL AND EXTERIOR APPEARANCE APPROVAL. The Mayor and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and Chapter 19, Chapter 20, Chapter 21 and Chapter 22 of the Lake Zurich Zoning Code, hereby grant the following approval, as shown and provided in the STAFF REPORT dated May 15, 2024, and final findings and recommendations of the PZC, all consisting of 20 pages:

- Special Use Permit for a Planned Unit Development (PUD) including the construction of the proposed new buildings, drive-through lanes and accompanying parking lot on the Subject Property.
- The PUD Development Concept and Final Plan Approval, including Site Plan Approval to allow for the Redevelopment within the B-3 Regional Shopping Business District, such Site Plan included as Sheet C-2 of the plan set entitled "Site Development Plans" prepared by Matthew Steven Miller, Engineer of Record, dated April 10, 2024.
- Exterior Appearance approval of the proposed building on the Subject Property, per Architectural Plans and Elevations, Sheets A1.2 and A2.0-2.3, prepared by Veritas Architecture and Design, dated April 3, 2024.
- Modifications to the Zoning Code under the PUD to allow for the location and construction of the Redevelopment on the Subject Property, as provided herein below.

And subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application, Cover Letter and attachments dated April 12, 2024, prepared by Mr. Chris George of Tartan Realty Group, Inc, agent of Applicant.
 - b. Legal Description of the Subject Property.
 - c. Ground Lease Agreement between Who Brew IL 1, LLC, and MJR Lake Zurich Real Estate Holding Company, LLC dated December 28, 2023.
 - d. Restrictive Covenant Agreement running with the property prohibiting the use of the property for the "practice of veterinary medicine," for a period of 10 years, which document is recorded with the Lake County Recorder as Document Number 7983291 on July 7, 2023.
 - e. Plat of Subdivision of Deerpath Court Retail Center, depicting the location of the lot of the Subject Property, easements providing for access, stormwater management, drainage and public utilities, which document is

- recorded with the Lake County Recorder as Document Number 2791794 on May 12, 1989.
- f. Amendment to Access Easement related to vehicular access to the Subject Property, dated July 27, 1990, such document recorded with the Lake County Recorder as Document Number 2929424 on date unknown.
 - g. ALTA/NSPS Land Title and Topographical Survey prepared by Jen K. Doe Professional Surveyors, dated December 14, 2023.
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 - v. Site Plan C2.1
 - vi. Grading Plan C3.1
 - vii. Utility Plan C4.1
 - viii. Landscape Plan C5.1-5.2
 - ix. Striping Plan C6.1
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 - m. Signage Plan for 7 Brew Coffee prepared by Chandler Signs, Sheets 1-10, dated February 26, 2024.
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 - o. Traffic Study Compliance Letter prepared by Toth & Associates, dated April 11, 2024
2. In compliance with the Village of Lake Zurich Land Development Code, the Applicant is required to install all required public utilities and shall provide surety to guarantee the proper installation of these improvements and to ensure that water and sanitary sewer service is delivered to the lot per the current codes and requirements.
 3. Hours of operation shall not exceed 5:30 a.m. to 10:00 p.m. However commercial delivery hours and garbage pickup shall be prohibited between 9:00 p.m. and 7:00

a.m. Deliveries and similar services shall not be conducted during the prohibited hours

4. Review of the Traffic Study, prepared by Toth & Associates, dated April 11, 2024, indicates that additional traffic will be added to the Frontage Road and the signalized intersection of Rand Road; and that the outbound trips count level could put approximately an additional one car per minute making this turning movement. The Applicant shall therefore address the daily peak trip times and demonstrate that these will not conflict with adjacent businesses and establishments that open, operate or remain closed at the peak hours thereby lowering the number of trips on these roadways. Such determinations shall be submitted to the Village prior to obtaining final occupancy of the establishment.
5. “Shielded surface-mounted LED neon flex lighting” classified in the village sign code as Neon or LED lighting to outline doors, windows, architectural features, and building facades shall not be permitted as an elevation treatment of the building.
6. The monument signage proposal shall conform with the requirements of the sign code.
7. The maximum illumination levels under the canopy shall not exceed 20 foot-candles.
8. The area of the Subject Property along the north and northeast lot lines that backs up to residential property shall be screened by means of a permanent 6-foot high fence to screen the headlights of customer vehicles as they travel the property to the pickup window and any noise generated by the activities of the land use from the residential properties to the north.
9. The curbs along the private access drive to the Subject Property shall terminate at the easterly and westerly property lines, and connect to existing curb where present.
10. A sidewalk shall be installed along the street frontage of the Subject Property in accordance with the village’s sidewalk requirements. However, the access to the Subject Property is via a private street. Therefore, in the event that the construction of a sidewalk is not possible, the Applicant shall pay a fee in lieu of installing a sidewalk along the street frontage of the Subject Property to be collected and placed into an escrow account that will fund the construction and upkeep of sidewalks within the Village. Such fee shall be based upon the per square-foot cost of a 5-foot wide sidewalk as determined by the Village at the time of issuance of the building permit, and collected at such time.
11. Demolition and removal of the existing structures on the Subject Property shall occur upon the issuance of a demolition permit and prior to issuance of any building permit.

12. The Redevelopment shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich, including general and continuing compliance with Title 10 of the Village Code, the Land Development Code, and all of the engineering and land improvement requirements, standards and specifications set forth in Chapter 6 of said Land Development Code, unless otherwise approved or provided for in the final engineering plans, as approved by the Village, or development agreement, as approved by the Village, for the Subject Property.

SECTION 3: MODIFICATIONS FROM THE PROVISIONS OF THE ZONING CODE PURSUANT TO THE PUD: The Mayor and Board of Trustees, pursuant to the authority vested in them to modify any provisions of the Zoning Code under the laws of the State of Illinois and Section 9-22-8 entitled "Authority To Modify Regulations" within Chapter 22 of the Lake Zurich Zoning Code, hereby grant the following modifications to such Codes in connection with the grant of the PUD:

1. The Applicant is hereby granted approval of the Redevelopment on a non-conforming lot with a land area of 27,458.3 square feet. Section 9-4-10.B.1 otherwise establishes the standard minimum lot size in the B-3 Regional Shopping Business District. Pursuant to Section 9-11-5 "Legal non-conforming lots of record, the lot size for the Subject Property would require a minimum lot area of 28,314 square feet in the B-3 Regional Shopping Business District for the Redevelopment.
2. The Applicant is hereby granted a decrease in the minimum side yard setback to 10 feet. Section 9-4-10.C.2 otherwise establishes the standard minimum side yard for the B-3 Regional Shopping Business District. Pursuant to Section 9-11-5 "Legal non-conforming lots of record", the Subject Property requires a minimum rear yard setback of 11.25 feet in the B-3 Regional Shopping Business district.
3. The Applicant is hereby granted a decrease in the minimum rear yard setback to 9.7 feet. Section 9-4-10.C.3 establishes the standard minimum rear yard for the B-3 Regional Shopping Business District. For the Subject Property, Section 9-11-5 "Legal non-conforming lots of record" requires a minimum rear yard setback of 22.5 feet in the B-3 Regional Shopping Business d District.
4. The Applicant is hereby granted an increase in the maximum illumination at the Subject Property lines to 0.8 foot-candle; Section 9-8B-3.B. entitled "Maximum Illumination at Property lines" requires that the maximum illumination at the Subject Property lines be no greater than 0.5 foot-candle.
5. The Applicant is hereby granted an increase in the maximum illumination at any point within the interior of the Subject Property to 20 foot-candles; Section 9-8B-3.D. entitled "Maximum Illumination At Any Point Within Interior Of Property" otherwise requires that the maximum illumination at the property lines be no greater than 10 foot-candles.

6. The Applicant is hereby granted an increase in the maximum size of wall mounted signs to allow the construction of two signs at 40.92 square feet and 50.18 square feet; Section 12-1-10.K.3 entitled "Maximum Size" establishes the standard maximum size of a wall sign at one and one-half (1½) square feet per linear foot of building wall where the wall sign will be mounted or forty (40) square feet, whichever is greater.

SECTION 4: FINDINGS IN SUPPORT OF APPROVAL OF GRANT OF SPECIAL USE PERMITS, PLANNED UNIT DEVELOPMENT, DEVELOPMENT CONCEPT AND FINAL PLAN. The findings, conditions and recommendations as set forth in the STAFF REPORT dated May 15, 2024, and the PZC findings and recommendations, all consisting of 20 pages, are hereby accepted as the Board's own, are incorporated herein by this reference and shall be made a part of the official record for the Application.

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

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

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

SECTION 8: BINDING EFFECT; SUCCESSION IN INTEREST. This Ordinance shall constitute a covenant running with the land and be binding upon and inure to the benefit of the parties hereto, their successors in interest, assignees, lessees, and upon any successor municipal authorities of the Village and successor municipalities. Except as otherwise expressly provided herein, upon the conveyance or assignment by Applicant of its interest in the Property to any successor, assign or nominee, Applicant shall be released from any and all further liability or responsibility under this Ordinance except to the extent previously undertaken by Applicant, or for which Applicant has posted security to perform an obligation in which case Applicant shall be bound to continue to complete its performance unless a replacement bond or letter of credit is posted by the new owner or Applicant, and accepted by the Village, which shall not be unreasonably withheld. In such event, the Applicant shall be released from the underlying obligation to perform. The Village shall thereafter look only to the successor, assign, or nominee of duties and obligations of Applicant hereby undertaken.

PASSED THIS _____ **day of** _____, 2024.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of _____, 2024.

Mayor Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

EXHIBIT A

Legal description of the Subject Property

PARCEL 1:

LOT 16 (EXCEPT THAT PART FALLING IN PLAT OF SUBDIVISION AND RESUBDIVISION OF DEERPATH COURT RETAIL CENTER) IN TOWER HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1952 AS DOCUMENT 761804, IN BOOK 1115 OF RECORDS, PAGE 139, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS AND APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE ACCESS EASEMENT RECORDED AS DOCUMENT NO. 2797351 AND AS AMENDED BY DOCUMENT NO. 229424, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 880 S. RAND RD., LAKE ZURICH, ILLINOIS

EXHIBIT B

Architectural Renderings Site Plans, Building Elevations, Engineering and other
exhibits submitted by Applicant

May 15, 2024 staff report and PZC final recommendation/conditions



April 12, 2024

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

RE: 7 Brew Submittal – 880 South Rand Road, Lake Zurich, IL

Dear Mr. Stratman,

This letter is in reference to the proposed 7 Brew development located at 880 South Rand Road, Lake Zurich, IL. We appreciate the Village's time and feedback on the proposed development.

Applicant: Who Brew IL I, LLC

Property: 880 South Rand Road, Lake Zurich, IL 60047

PIN: 14-20-404-036

Legal Description: PARCEL 1:
 LOT 16 (EXCEPT THAT PART FALLING IN PLAT OF SUBDIVISION AND
 RESUBDIVISION OF DEERPATH COURT RETAIL CENTER) IN TOWER HILL
 SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST ¼ OF SECTION
 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN,
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 LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 880 S. RAND RD., LAKE ZURICH, ILLINOIS

Lot Size: 0.63 acres (27,458 sq. ft.)

About 7 Brew: 7 Brew, founded in Rogers, AR, has over 200 locations across 22 states
 nationwide. Specializing in serving premium espresso-based coffee, chillers,



teas, infused energy drinks, sodas and smoothies. There are over 20,000 unique drink options that can be created from 7 Brew's menu. 7 Brew is a drive-thru only concept with a dual drive-thru configuration. Team members take orders on tablets instead of a traditional drive-thru speaker box, which allows 7 Brew to create personal relationships with their customers and serve them in a fast paced and friendly environment. 7 Brew's focus to their customer is speed and a friendly, welcoming environment which resonates amongst its team members to the customers with the goal to make its customers experience at 7 Brew the happiest part of their day, which drives business and keeps customers coming back. The concept opens at 5:30 AM and closes at 10:00 PM. Each 7 Brew location operates with 12-15 employees with 6-8 employees on staff at peak times.

**Current Use
Of Property:**

2,665 sq. ft. single story retail building that was a former vet clinic.

Project Description:

Petitioner is proposing a freestanding 7 Brew double drive thru for 880 S. Rand Road, Lake Zurich, IL. The project consists of demolishing the existing 2,665 sq. ft. single story retail building and replacing with a 510 sq. ft. modular building, a 238 sq. ft. cooler and dry storage area located behind the building and a prefabricated trash enclosure in the NE corner of the site. The building, cooler and trash corral will consist of the same exterior façade material. The site plan consists of 7 Brew's prototypical double drive-thru lane configuration with 8 parking stalls including 1 ADA parking stall. Petitioner is proposing building signage and a monument sign on the frontage road (signage exhibits included with petitioner's submittal).

Petitioner is requesting Special Use Permit/Amendment for Planning and Zoning, Site Plan Approval, Exterior Appearance approval and Development Concept and Final Approval as part of the PUD petition.

Lease Agreement:

Petitioner has a signed Ground Lease Agreement with party who has the property under contract to purchase. Ground Lease Agreement has been included with petitioner's submittal documents.

Site Constraints:

The property is narrow in width, limiting the potential uses available for redevelopment, and creating a hardship to meet code required landscape buffers and setbacks. 7 Brew is proposing the cooler building to be located behind the building in accommodation with previous conversations with staff due to accessory buildings not being allowed under the code. 7 Brew's small building footprint and drive-thru only operating model allows for the highest



and best use of a redevelopment to bring a sales tax generating use to Lake Zurich.

The property has a 30' building setback line.

The property has a cross access easement (document no. 2929424) to allow for the existing Frontage Road to cut across the South side of the property to allow for access to Pheasant Ridge Road for the proposed 7 Brew and adjacent properties to the East on Frontage Road. A copy of the cross access easement has been provided with petitioner's submittal documents.

The Seller of the property is placing a use restriction on the property for a period of 10 years where no use during this timeframe shall undertake any use that would constitute the "practice of veterinary medicine" until June 30, 2033.

Accompanying Documents:

Zoning Application
Ground Lease Agreement
Cross Access Easement
Photometric Plan
Sign Package
Landscape Plan
Engineering Drawings
Building Elevations Floor Plan and Materials
Traffic Impact Analysis
Survey

Sincerely,

Chris George
Agent for Owner
Who Brew IL I, LLC

CC:
Sarosh Saher
Nadine Gerling

**ZONING APPLICATION**

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

(Please Type or Print)

1. Address of Subject Property: 880 South Rand Road, Lake Zurich, IL 60047
2. Please attach complete legal description
3. Property Identification number(s): 1420404036
4. Owner of record is: MJR Lake Zurich Real Estate Holding Company, LLC Phone: 847-530-9512
E-Mail RS@MJKRE.COM Address: 1622 Willow Road, Northfield IL, 60093
5. Applicant is (if different from owner): Who Brew IL I, LLC Phone: (847) 372-2586
E-Mail c.george@tartanrealttygroup.com Address: 350 W Hubbard St., Ste 640, Chicago, IL 60654
6. Applicant's interest in the property (owner, agent, realtor, etc.): Lessee - Agent for Owner
7. All existing uses and improvements on the property are: existing 2,665 sq. ft. single story retail building that was a former vet clinic.
8. The proposed uses on the property are: drive-thru coffee concept
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions:
See corresponding memo
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property:
see corresponding memo
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

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

CHRISTOPHER G60265
(Name of applicant)

CIA
(Signature of applicant)

MICHAEL SCHERTLER
Official Seal
Notary Public - State of Illinois
My Commission Expires Feb 24, 2025

Subscribed and sworn to before me this 11th day of April, 2024.

My Commission Expires 2/24/25

[Signature]
(Notary Public)

Richard B. Silverman
(Name of Owner, if different)

[Signature]
(Signature of Owner, if different)

Subscribed and sworn to before me this 10th day of April, 2024.

My Commission Expires 08/04/2026

[Signature]
(Notary Public)

MONIKA D MALARA
Official Seal
Notary Public - State of Illinois
My Commission Expires Aug 4, 2026

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

☐ Zoning Code Map Amendment to change zoning of Subject Property from ____ to ____

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

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

☐ Special Use Permit/Amendment for _____

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

☐ Planned Unit Development/Major Adjustment/Amendment

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

☐ Variation for _____

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

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

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

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision

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

☐ Site Plan Approval/Major Adjustment/Amendment

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

☐ Exterior Appearance Approval or Amendment

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

APPLICATION TO ANNEX CERTAIN TERRITORY

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

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

☐ Application to Annex Certain Territory

COMPREHENSIVE PLAN APPLICATION

☐ Comprehensive Plan Map Amendment for _____

☐ Comprehensive Plan Text Amendment for _____



At the Heart of Community

Village of Lake Zurich Zoning Application Guide

PETITION FOR ANNEXATION TO THE VILLAGE OF LAKE ZURICH Pursuant to Illinois Municipal Code, 65 ILCS 5/7-1-8

TO: The Mayor and Board of Trustees
Of the Village of Lake Zurich
Lake County, Illinois

THIS PETITION is made pursuant to Section 7-1-8 of the Illinois Municipal Code, 65 ILCS 5/7-1-8. The Petitioners state the following:

- a. The Petitioners are all of the owners of record of all of the territory that is legally described on Exhibit A attached hereto and, by this reference, incorporated herein **(the "Territory")**.
- b. The Petitioners constitute at least 51 percent of the electors residing within the Territory.
- c. The Territory is not located within the corporate limits of any municipality, is **unincorporated, and is contiguous to the Village of Lake Zurich ("Lake Zurich")**.

The Petitioners hereby request that the Territory be annexed to Lake Zurich by an ordinance passed and approved by the President and the Board of Trustee of Lake Zurich, pursuant to Section 7-1-8 of the Illinois Municipal Code, subject only to payment of the Annexation Fee of \$1,100/acre.

The Petitioners hereby further request that Lake Zurich give any and all notices required by statute and ordinance, and take all such further action as may be necessary or appropriate to effectuate such annexation of the Territory to Lake Zurich.

DATED this _____ day of _____, 2024.

Attested by _____
(Petitioner's Name)

(Signature)

(Title)

(Address)

(Name of Owner)

(Signature of Owner)



At the Heart of Community

Village of Lake Zurich Zoning Application Guide

IF APPLICABLE
VILLAGE OF LAKE ZURICH

NOTIFICATION AFFIDAVIT

I, _____ hereby certify as follows:

1. That on the _____ day of, _____, 2024, affiant caused to be mailed in the Post Office of _____, Illinois, copies of the attached Notice of Public Hearing to all listed taxpayers of real estate within 250 feet, excluding all Public Right of Way, of the subject property and to the owners or representatives of property listed as exempt.
2. That the parties to whom said notice was mailed are set forth on Page 15, Item #13 of this application.

Signature

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

(Notary Public)

My Commission Expires _____

WHEN RECORDED MAIL TO:

DLA Piper LLP (US)
444 West Lake Street
Suite 900
Chicago, IL 60606
Attn: Harris Eisenberg

Image# 063253770009 Type: COV
Recorded: 07/07/2023 at 10:09:55 AM
Receipt#: 2023-00029206
Page 1 of 9
Fees: \$70.00
IL Rental Housing Fund: \$18.00
Lake County IL
Anthony Vega Lake County Clerk
File **7983291**

Space Above For Recorder's Use Only

RESTRICTIVE COVENANT AGREEMENT

This Restrictive Covenant Agreement (this "Agreement"), dated June 28, 2023 (the "Effective Date"), is made and entered into by and between MIDWEST VETERINARY PARTNERS, LLC, a Delaware limited liability company ("MVP") and ALPINE ANIMAL PROPERTIES, LLC, an Illinois limited liability company (the "Property Owner"). MVP and the Property Owner are individually referred to herein as a "Party" and collectively as the "Parties".

RECITALS:

- A. WHEREAS, MVP, the Property Owner, Dr. Daniel Hamblin (the "Owner") and Daniel W. Hamblin, D.V.M., P.C., an Illinois professional corporation (the "Seller", and together with the Owner, each a "Selling Party" and collectively the "Selling Parties") have entered into that certain Asset Purchase Agreement, dated on or around the date hereof (the "Purchase Agreement");
- B. WHEREAS, prior to the consummation of the transactions contemplated under the Purchase Agreement, the Selling Parties were engaged in the business of providing veterinary services to companion animals and ancillary companion animal care under the name "*Alpine Animal Hospital*" (the "Business");
- C. WHEREAS, the Property Owner owns the real property located at 880 S. Rand Rd., Lake Zurich, IL 60047, as legally described on Exhibit A attached hereto (the "Burdened Property");
- D. WHEREAS, the sole member and the sole manager of the Property Owner is Hamblin;
- E. WHEREAS, pursuant to the Purchase Agreement, MVP acquired all of the

EAST/203430962

Selling Parties' right, title and interest in and to the Business and substantially all of the assets owned by, used or held for use in, or arising out of the Business (the "Assets");

- F. WHEREAS, the value of the Assets acquired by MVP under the Purchase Agreement would be substantially diminished and impaired if any owner, tenant, licensee, or any other occupant of the Burdened Property were to operate a business for any of the Restrictive Uses (as hereafter defined) on the Burdened Property;
- G. WHEREAS, pursuant to the Purchase Agreement, the Parties' execution and delivery of this Agreement was a condition to the closing of the transactions contemplated by the Purchase Agreement and the distribution of the proceeds thereunder to the Selling Parties, and MVP would not have consummated the transactions contemplated by the Purchase Agreement but for the Property Owner's agreement to enter into this Agreement; and
- H. WHEREAS, the Property Owner hereby acknowledges and agrees that the Property Owner and its equityholder have benefited from the consummation of the transactions contemplated by the Purchase Agreement.

NOW THEREFORE, for and in consideration of the foregoing premises, the mutual covenants and agreements set forth herein and other good and valuable consideration, all of which each Party respectively agrees constitutes sufficient consideration received at or before the execution hereof, the Parties hereto do hereby agree as follows:

1. Restrictive Uses. For the period beginning on the Effective Date and ending on June 30, 2033 (the "Term"), the Burdened Property shall not be used for any one or more of the following uses: any undertaking which would constitute the "practice of veterinary medicine" as such term is defined pursuant to 225 Ill. Comp. Stat. 115/3 et seq., or any successor statute thereto (collectively, the "Restrictive Uses", individually, a "Restrictive Use"). Any transfer or conveyance of any portion of the Burdened Property to any individual, sole proprietorship, partnership, joint venture, trust, unincorporated association, limited liability company or corporation (each, a "Person") shall expressly be subject to the terms of this Agreement and any deed, lease, license, occupancy agreement or any other agreement conveying an interest in the Burdened Property shall expressly prohibit use of any portion of the Burdened Property for any of the Restrictive Uses during the Term.
2. Representations of the Property Owner. The Property Owner hereby represents and warrants to MVP, as of the Effective Date, that:

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- a. Power and Authority. The Property Owner is a limited liability company duly formed, validly existing and in good standing under the laws of the jurisdiction of Illinois. The Property Owner has full power, authority and legal capacity to enter into and perform this Agreement. The Property Owner is the sole owner of the Burdened Property and the Owner is the sole member and the sole manager of the Property Owner.
- b. Enforceability. This Agreement has been duly executed and delivered by the Property Owner and constitutes a valid and legally binding obligation of the Property Owner, enforceable against the Property Owner in accordance with its terms, except as may be limited by applicable bankruptcy, insolvency, moratorium and similar generally applicable laws regarding creditors' rights or by general equity principles.
- c. Consents. No consent, authorization, order or approval of, or filing or registration with, any governmental authority or other Person is required in connection with the Property Owner's execution and delivery of this Agreement.
- d. No Conflicts. Neither the Property Owner's execution and delivery of this Agreement nor the Property Owner's performance under this Agreement will conflict with or result in a breach of any provision of any law or order to which the Property Owner is a party or by which the Property Owner is bound. The Property Owner is not a party to or bound by any contract or other agreement under which (a) the Property Owner's execution and delivery of or performance under this Agreement will constitute a default, breach or event of acceleration or (b) performance by the Property Owner according to the terms of this Agreement may be prohibited, prevented or delayed.
- e. Acknowledgment. The Property Owner (a) has read and fully understands this Agreement, (b) has been given sufficient time to consider the Property Owner's actions in respect of this Agreement; (c) has had the opportunity to obtain independent legal and other advice with respect to this Agreement; and (d) has either obtained such advice or declined to obtain such advice and is proceeding with entering into this Agreement. The Property Owner further acknowledges and agrees that the restrictions set forth in this Agreement are being entered into by the Property Owner in connection with the consummation of the transactions contemplated by the Purchase Agreement, that the Property Owner and its equityholder have received good and valuable consideration as a result of the consummation of the transactions contemplated by the Purchase Agreement and that MVP would not have entered into the Purchase Agreement or consummated the transactions contemplated thereby in the absence of this Agreement.

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- f. No Conflict With Other Documents. The Property Owner represents and warrants that it has not executed and will not execute any other agreement with provisions contradictory to, or in opposition to, the provisions hereof, and that, in any event, the requirements of this Agreement are paramount and controlling as to the rights and obligations herein set forth and supersede all other requirements in conflict herewith.
3. Notices. Any notices, consents or other communication required to be sent or given hereunder by any party shall in every case be in writing and shall be deemed properly served if (a) delivered personally or (b) sent by a recognized overnight courier service to the parties at the addresses as set forth below or at such other addresses as may be furnished in writing.
- (a) If to the Property Owner:
- Daniel W. Hamblin
720 Providence Dr.
Algonquin, IL 60102
- with a copy to (which shall not constitute notice):
- McDonald Hopkins LLC
300 North LaSalle Street, Ste 1400
Chicago, IL 60654
Attention: Steven M. Harris
- (b) If to MVP:
- Midwest Veterinary Partners LLC
c/o Shore Capital Partners, LLC
1 East Wacker Drive, Suite 2900
Chicago, Illinois 60601
Attention: Justin Ishbia and Mike Cooper
- with a copy to (which shall not constitute notice):
- DLA Piper LLP (US)
444 West Lake Street, Suite 900
Chicago, IL 60606
Attn: Harris Eisenberg

4. Remedies.

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- a. Any Person who currently owns or in the future acquires title to the Burdened Property or any portion thereof, acknowledges that the breach of this Agreement will cause immediate and irreparable harm for which damages are not an adequate remedy. If any Person breaches any provision of this Agreement, then MVP may institute legal action against such any Person for specific performance, injunction, declaratory relief, damages, or any other remedy provided by law. All remedies herein or at law shall be cumulative and not inclusive. As used herein, any reference to rights or remedies "at law" or "under applicable law" shall also include any rights or remedies "in equity".
 - b. In the event of any violation or threatened violation by any owner, tenant, or occupant of all or of any portion of the Burdened Property of any of the terms, covenants, conditions, and restrictions herein contained, in addition to any other remedies provided for in this Agreement, MVP shall have the right to enjoin such violation or threatened violation and to bring an action for declaratory relief in a court of competent jurisdiction.
 - c. Any owner of the Burdened Property and its tenants, licensees, successors and/or assigns by acceptance of the deed to, lease of or other conveyance of all or a portion of the Burdened Property or interest therein, shall be deemed to covenant and agree to be personally bound by this Agreement, so long as any such party has any ownership of or interest in the Burdened Property.
 - d. In the event of any action between any Person and MVP for a breach of or to enforce any provision or right hereunder, the non-prevailing party in such action shall pay to the prevailing party all costs and expenses, expressly including, but not limited to, reasonable attorneys' fees and costs incurred by the successful party in connection with such action, including without limitation all fees and costs incurred on any appeal from such action or proceeding.
5. Miscellaneous.
- a. This Agreement or any provision hereof may only be amended, modified or terminated upon the written consent of MVP and its successors or assigns (which consent may be granted or withheld in such party's sole and absolute discretion) and the owner(s) of such portion of the Burdened Property.
 - b. The covenants contained in this Agreement shall be deemed to be covenants running with the land, shall inure to the sole and exclusive benefit of MVP and any affiliate or successor or assign of MVP, and shall be binding upon the successors and assigns of

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the Property Owner in title to any portion of the Burdened Property, and any lessees, licensees, occupants or other transferees of any portion of, or interest in, the Burdened Property.

- c. The Property Owner and MVP each agree that MVP shall cause this Agreement (and all amendments and supplements hereto) to be recorded and filed in the conveyance and real property records of Cook County, Illinois, and that this requirement shall be appurtenant to the land and shall pass to such Parties' successors in title.
- d. This Agreement shall be governed by the laws of the State of Illinois. Section titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Agreement or any provisions hereof. In the event any term, covenant, condition, provision, or agreement contained herein is held to be invalid, void, or otherwise unenforceable, by any court of competent jurisdiction, such holding shall in no way affect the validity of enforceability of any other term, covenant, condition, provision, or agreement contained herein. Upon any sale, lease or any other transfer of all or any portion of the Burdened Property, such purchaser, lessee or other transferee shall be deemed to have assumed the covenants and obligations in this Agreement and thereafter the restriction contained in this Agreement shall be deemed to apply to and bind the transferee thereof (and its beneficiaries if such transferee is a land trust) and the applicable portion of the Burdened Property.

[SIGNATURE PAGES FOLLOW]

EAST/203430962

Executed as of the date first above written.

ALPINE ANIMAL PROPERTIES, LLC

By: *[Signature]*

Name: Dr. Daniel Hamblin

Its: Sole Manager and Sole Member

STATE OF ILLINOIS)

CITY/COUNTY OF Lake) SS:

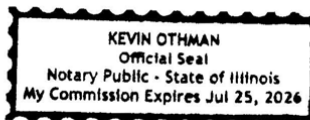
I HEREBY CERTIFY that on this 23rd day of JUNE, 2023, before me, the undersigned officer, personally appeared Daniel Hamblin who acknowledged himself/herself to be the sole manager sole member Alpine Animal Properties LLC, and that (s)he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Daniel Hamblin, as sole manager/sole member of Alpine Animal Properties LLC

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.

[Signature]
Notary Public

My Commission expires:

7/25/26



EAST/203430962

Executed as of the date first above written.

MIDWEST VETERINARY PARTNERS, LLC

By: 
 Name: Matt Davis
 Its: Chief Financial Officer

STATE OF Michigan)
) SS:
 CITY/COUNTY OF Macomb)

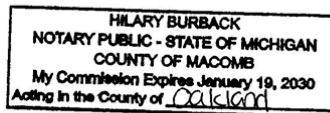
I HEREBY CERTIFY that on this 20th day of June, 2023, before me, the undersigned officer, personally appeared Matt Davis, who acknowledged himself to be the Chief Financial Officer of Midwest Veterinary Partners, LLC, a Delaware limited liability company, and that he, in such capacity, being authorized to do so, executed the foregoing instrument for the purposes therein contained, by signing the name of Matt Davis, as Chief Financial Officer of Midwest Veterinary Partners, LLC.

IN WITNESS WHEREOF, I hereunto set my hand and Notarial Seal.


 Notary Public

My Commission expires:

January 19, 2030



EAST/203430962

EXHIBIT A

BURDENED PROPERTY

LOT 16 (EXCEPT THAT PART FALLING IN PLAT OF SUBDIVISION AND RESUBDIVISION OF DEERPATH COURT RETAIL CENTER) IN TOWER HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1952, AS DOCUMENT 761804, IN BOOK 1115 OF RECORDS, PAGE 139, IN LAKE COUNTY, ILLINOIS.

Permanent Index No. 14-20-404-036-0000

Commonly known as: 880 S. Rand Road, Lake Zurich, Illinois 60047

EAST/203430962



Page 2 of 3

Requested By: lhoward, Printed: 11/9/2023 1:15 PM

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0832W

**AMENDMENT TO
EASEMENT AGREEMENT**

05-04-914
0512894

③

This AMENDMENT TO EASEMENT AGREEMENT, dated July 27, 1990 and among American National Bank and Trust Company of Chicago as Trustee under Trust No. 106953-02 (the "Trust") and Cole Taylor Bank, as successor by merger to Wheeling Trust and Savings Bank, as Trustee under Trust Agreement No. 73-417, dated December 27, 1973 ("Owner"), Wal-Mart Properties, Inc., a Delaware Corporation ("Wal-Mart") and State Bank of Lake Zurich, an Illinois banking corporation ("SBLZ").

W I T N E S S E T H

WHEREAS, the Trust, Wal-Mart and SBLZ are the record owners of certain real property located in Lake Zurich, Lake County, Illinois, commonly known as the Deerpath Court Retail Center and more particularly described on Exhibit A attached hereto ("Parcel A"); and

WHEREAS, Owner is the record owner of certain real property located between two portions of Parcel A, and more particularly described on Exhibit B attached hereto ("Parcel B"); and

WHEREAS, Parcel A and Parcel B are adjacent to one another, and the Trust and Owner, pursuant to that certain Easement Agreement dated May 24, 1989 and recorded June 1, 1989 in the Recorder's office of Lake County, Illinois as Document 2797351 (the "Agreement") acknowledged their desire to provide for the most effective and mutually beneficial use of their respective properties by the granting of certain easement rights, each to the other, including, but not limited to an access easement granted by Owner to the Trust; and

WHEREAS, the Trust subsequently sold portions of Parcel A to Wal-Mart and SBLZ, each of which portions was benefitted by the easement set forth in the Agreement; and

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WHEREAS, the "Easement Parcel" described in the Agreement does not correspond to the area of Parcel B actually improved with a road and used for access purposes; and

WHEREAS, the parties desire to correct the legal description of the Easement Parcel so as to correspond with the area of Parcel B improved and used for access purposes;

NOW THEREFORE, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) the mutual covenants herein contained and other good and valuable consideration, the receipt and legal sufficiency of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. The legal description of the Easement Parcel, set forth on Exhibit C to the Agreement, is hereby deleted and replaced with the corrected legal description set forth on Exhibit C hereto. All references in the Agreement to the Easement Parcel shall henceforth be deemed to refer to the Easement Parcel as correctly described herein.

2. References to the "Plat", as set forth in the Agreement, shall henceforth be deemed to refer to the Amended and Restated Plat of Subdivision and Resubdivision of Deerpath Court Retail Center recorded March 2, 1990 as Document 2882587, in Lake County, Illinois.

3. Except as hereby amended, the Agreement remains in full force and effect, unaltered, unamended and unrepealed.

4. All capitalized terms used herein shall have the same meanings as in the Agreement unless the context clearly requires otherwise.

5. It is expressly understood and agreed by and between the parties hereto, anything herein to the contrary notwithstanding, that each and all of the covenants, undertakings and agreements herein made on the part of the Trust and Owner hereunder, while in form purporting to be the covenants, undertakings and agreements of said parties are,

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- 3 -


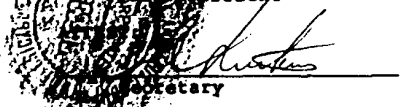
06/25/90 0832W

nevertheless, each and every one of them, made and intended not as personal covenants, undertakings and agreements by said parties or for the purpose or with the intention of binding either the Trust or Owner personally, and this instrument is executed and delivered by each party not in its own respective right, but solely in the exercise of the powers conferred upon each of them as trustee under their respective trusts; and that no personal liabilities or personal responsibility is assumed by nor shall at any time be asserted or enforceable against either party or the corporations or entities that are acting as the Trust or Owner on account of this instrument or on account of any undertaking or agreement of either party in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. Nothing contained in this Paragraph shall, however, relieve either party from any liability or obligation to the extent of their respective trust assets.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first written above.

"THE TRUST"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 14, 1988, and known as Trust No. 106953


President

Secretary

ATTEST:

Assistant Secretary

"OWNER"

COLE TAYLOR BANK, as successor by merger to Wheeling Trust and Savings Bank, as Trustee under Trust Agreement No. 73-417, dated December 27, 1973

By 
Vice President

ATTEST:


Asst. Secretary

WAL-MART PROPERTIES, INC., a Delaware corporation

By:

Curtis H. Barlow

ATTEST:


Secretary

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nevertheless, each and every one of them, made and intended not as personal covenants, undertakings and agreements by said parties or for the purpose or with the intention of binding either the Trust or Owner personally, and this instrument is executed and delivered by each party not in its own respective right, but solely in the exercise of the powers conferred upon each of them as trustee under their respective trusts; and that no personal liabilities or personal responsibility is assumed by nor shall at any time be asserted or enforceable against either party or the corporations or entities that are acting as the Trust or Owner on account of this instrument or on account of any undertaking or agreement of either party in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. Nothing contained in this Paragraph shall, however, relieve either party from any liability or obligation to the extent of their respective trust assets.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first written above.

"THE TRUST"

AMERICAN NATIONAL BANK AND
TRUST COMPANY OF CHICAGO,
as Trustee under Trust Agreement
dated November 14, 1988, and
known as Trust No. 106953

By _____
Vice President

ATTEST:

Secretary



[Signature]
Assistant Secretary

ATTEST:

Secretary

"OWNER"

COLE TAYLOR BANK, as
successor by merger to
Wheeling Trust and
Savings Bank, as Trustee
under Trust Agreement
No. 73-417, dated
December 27, 1973

By _____
Vice President

ATTEST:

Secretary

WAL-MART PROPERTIES, INC., a
Delaware corporation

By: *[Signature]*
Curtis H. Barlow

STATE BANK OF LAKE MICHIGAN, an
Illinois banking corporation

By:

Its: _____

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nevertheless, each and every one of them, made and intended not as personal covenants, undertakings and agreements by said parties or for the purpose or with the intention of binding either the Trust or Owner personally, and this instrument is executed and delivered by each party not in its own respective right, but solely in the exercise of the powers conferred upon each of them as trustee under their respective trusts; and that no personal liabilities or personal responsibility is assumed by nor shall at any time be asserted or enforceable against either party or the corporations or entities that are acting as the Trust or Owner on account of this instrument or on account of any undertaking or agreement of either party in this instrument contained, either expressed or implied, all such personal liability, if any, being expressly waived and released. Nothing contained in this Paragraph shall, however, relieve either party from any liability or obligation to the extent of their respective trust assets.

IN WITNESS WHEREOF, the parties have caused this Easement Agreement to be executed as of the date first written above.

"THE TRUST"

AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, as Trustee under Trust Agreement dated November 14, 1988, and known as Trust No. 106953

By [Signature]
Vice President

ATTEST:

Secretary

ATTEST: _____
Assistant Secretary

ATTEST: [Signature]
Secretary

"OWNER"

COLE TAYLOR BANK, as successor by merger to Wheeling Trust and Savings Bank, as Trustee under Trust Agreement No. 73-417, dated December 27, 1973

By _____
Vice President

ATTEST:

Secretary

WAL-MART PROPERTIES, INC., a Delaware corporation

By: _____
Curtis H. Barlow

STATE BANK OF LAKE MICHIGAN, an Illinois banking corporation

By: [Signature]
its: _____

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CONSENT:

DAVID SAIDEL, D.V.M.,
as beneficiary of "Owner"

David A. Saidel, D.V.M.
David A. Saidel, D.V.M.

CONSENT BY MORTGAGEE:

CHEMICAL Bank, a New York
banking corporation

By: _____
Its _____

CONSENT

State Bank of Lake Zurich, an Illinois banking corporation, hereby acknowledges and agrees to the terms hereof and further agrees that its right, title and interest under that certain Mortgage recorded as Document No. 2474853 shall be subordinate to the easements created by, and the other terms and conditions of, the Agreement, as hereby amended.

STATE BANK OF LAKE ZURICH, an
Illinois Banking Corporation, as
Mortgage pursuant to Document
No. 2474853

By: _____
Its: _____
Attest: _____
Its: _____



This instrument was prepared by
and when recorded should be
returned to:

Gregory C. Whitehead
SEYFARTH, SHAW, FAIRWEATHER
& GERALDSON
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603
(312) 346-8000

STATE OF ILLINOIS)
COUNTY OF COOK) SS

Be it remembered that on this 23rd day of July, 1990 before me, a notary public in and for the county and state aforesaid, came Carol L. Ennis and Phyllis Lindstrom, the Vice President and Assistant Secretary, respectively, of COLE TAYLOR BANK, not personally but as successor by merger to Wheeling Trust and Saving Bank, as Trustee under Trust Agreement No. 73-417, dated December 27, 1973, personally known to me to be the same persons who executed the within instrument of writing as such vice president and assistant secretary on behalf of such Trustee, and who duly acknowledged the execution of the same to be the act and deed of said Trustee.

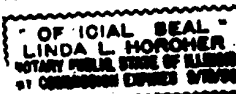
In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year first above written.

Linda L. Morohner
Notary Public

(SEAL)

My commission expires: 9/18, 1990.

2929424



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06/25/90 0832W

CONSENT:

DAVID SAIDEL, D.V.M.,
as beneficiary of "Owner"

David A. Saidel, D.V.M.

CONSENT BY MORTGAGEE:

CHEMICAL Bank, a New York
banking corporation

By: _____

Its _____

CONSENT

State Bank of Lake Zurich, an Illinois banking corporation,
hereby acknowledges and agrees to the terms hereof and further
agrees that its right, title and interest under that certain
Mortgage recorded as Document No. 2474853 shall be subordinate to
the easements created by, and the other terms and conditions of, the
Agreement, as hereby amended.

STATE BANK OF LAKE ZURICH, an
Illinois Banking Corporation, as
Mortgage pursuant to Document
No. 2474853

By: _____

Its: _____

Attest: _____

Its: _____

This instrument was prepared by
and when recorded should be
returned to:

Gregory C. Whitehead
SEYFARTH, SHAW, FAIRWEATHER
& GERALDSON
Suite 4200
55 East Monroe Street
Chicago, Illinois 60603
(312) 346-8000

2929424
RECORDED
LAKE COUNTY, ILL.
1990 JUL 30 PM 2:02
Franklin J. Jackson

STATE OF ILLINOIS)

SS

COUNTY OF _____)

Be it remembered that on this ____ day of _____,
1990 before me, a notary public in and for the county and state
aforesaid, came _____ and _____
the _____ and _____, respectively, of
COLE TAYLOR BANK, not personally but as successor by merger to
Wheeling Trust and Saving Bank, as Trustee under Trust
Agreement No. 73-417, dated December 27, 1973, personally known
to me to be the same persons who executed the within instrument
of writing as such vice president and assistant secretary on
behalf of such Trustee, and who duly acknowledged the execution
of the same to be the act and deed of said Trustee.

In testimony whereof, I have hereunto set my hand and
affixed my notary seal the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____, 19__.

7

- 5 -

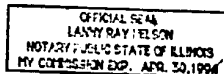
06/25/90 0832W

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ and _____, the _____ and _____ respectively, of STATE BANK OF LAKE ZURICH, an Illinois banking corporation and holder of a mortgage recorded in Lake County, Illinois as Document No. 2474853, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 1990.

My Commission expires: _____



(SEAL)

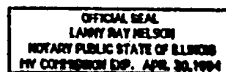
My commission expires: _____, 19__.

STATE OF ILLINOIS)
) SS-
 COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ and _____, the _____ and _____ respectively, of STATE BANK OF LAKE ZURICH, an Illinois banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of July, 1990.

My Commission expires: _____



2929424

- 5 -

06/25/90 0832W

STATE OF ILLINOIS)
) SS
 COUNTY OF _____)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that _____ and _____, the _____ and _____ respectively, of STATE BANK OF LAKE ZURICH, an Illinois banking corporation and holder of a mortgage recorded in Lake County, Illinois as Document No. 2474853, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this _____ day of _____, 1990.

 Notary Public

My Commission expires:

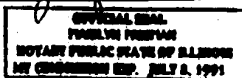
(SEAL)

My commission expires: _____, 19__.

STATE OF ILLINOIS)
) SS
 COUNTY OF Lake)

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Michael J. Langish and Robert C. Kratoch, the President and Vice President respectively, of STATE BANK OF LAKE ZURICH, an Illinois banking corporation, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed and delivered said instrument as their free and voluntary acts, and as the free and voluntary act of said corporation, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 28 day of July, 1990.



Michael J. Langish
 Notary Public

My Commission expires:
July 2, 1991

9 2929424

- 6 -

06/25/90 0832W

STATE OF ILLINOIS)
COUNTY OF Cook) SS

I, a Notary Public, in and for said County, in the State aforesaid, do hereby certify that Paul A. Sauer, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and Notarial Seal this 27th day of JULY, 1990.

Gary R. Waitzman
Notary Public

My Commission expires:

"OFFICIAL SEAL"
GARY R. WAITZMAN
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 7/1/93

STATE OF ILLINOIS)
COUNTY OF Cook) SS

Be it remembered that on this JUL 27 day of 1990, 1990 before me, a notary public in and for the county and state aforesaid, came Michael Williams and Infra M. Lukes, the Vice President and Assistant Secretary, respectively, of AMERICAN NATIONAL BANK AND TRUST COMPANY OF CHICAGO, not personally but as Trustee under Trust Agreement dated November 14, 1988 and known as Trust No. 106953-02 personally known to me to be the same persons who executed the within instrument of writing as such vice president and assistant secretary on behalf of such Trustee, and who duly acknowledged the execution of the same to be the act and deed of said Trustee.

In testimony whereof, I have hereunto set my hand and affixed my notary seal the day and year first above written.

"OFFICIAL SEAL"
ANNE M. MARCHEST
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 04/23/94

Anne M. Marchest
Notary Public

(SEAL)

My commission expires: _____, 19__.

2929424

10

- 7 -

06/25/90 0832W

STATE OF ARKANSAS)
) SS
COUNTY OF BENTON)

Be it remembered that on this 21st day of July, 1990,
before me, a notary public in and for the county and state
aforesaid, came Curtis H. Barlow, Vice President
and James E. Kelly, Assistant Secretary of WAL-MART
PROPERTIES, INC., a Delaware corporation, who personally known
to me to be the same persons who executed the within instrument
of writing as such Vice President and such Assistant Secretary
on behalf of such corporation, and such persons duly
acknowledged the execution of the same to be the act and deed of
said corporation.

In testimony whereof, I have hereunto set my hand and
affixed my notary seal as of the day and year first above
written.



Shirley Baker
Notary Public

My commission expires: 12-1, 1999.

STATE OF NEW YORK)
) SS
COUNTY OF _____)

Be it remembered that on this ____ day of _____, 1990,
before me, a notary public in and for the county and state
aforesaid, came _____, _____ President of CHEMICAL
BANK, a New York banking corporation, who personally known to me
to be the same person who executed the within instrument of
writing as such _____ President on behalf of such corporation,
and such persons duly acknowledged the execution of the same to
be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and
affixed my notary seal as of the day and year first above
written.

Notary Public

(SEAL)

My commission expires: _____, 19__.

2929424

//

- 7 -

06/25/90 0832W

STATE OF ARKANSAS)
COUNTY OF BENTON) SS

Be it remembered that on this ____ day of _____, 1990, before me, a notary public in and for the county and state aforesaid, came Curtis H. Barlow, Vice President and _____, Assistant Secretary of WAL-MART PROPERTIES, INC., a Delaware corporation, who personally known to me to be the same persons who executed the within instrument of writing as such Vice President and such Assistant Secretary on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.

In testimony whereof, I have hereunto set my hand and affixed my notary seal as of the day and year first above written.

Notary Public

(SEAL)

My commission expires: _____, 19__.

STATE OF NEW YORK)
COUNTY OF NY) SS

Be it remembered that on this 25th day of July, 1990, before me, a notary public in and for the county and state aforesaid, came Daniel H. Judge, Vice President of CHEMICAL BANK, a New York banking corporation, who personally known to me to be the same person who executed the within instrument of writing as such Vice President on behalf of such corporation, and such persons duly acknowledged the execution of the same to be the act and deed of said corporation.



In testimony whereof, I have hereunto set my hand and affixed my notary seal as of the day and year first above written.

Notary Public

My commission expires: _____

JANET HERNANDEZ
NOTARY PUBLIC, State of New York
No. 03-491222
Qualified in Bronx County
Commission Expires February 22, 1992

12

- 8 -

06/25/90 0832W

EXHIBIT A

Lots 1 through 7, both inclusive, in Deerpath Court Retail Center, being a Subdivision of part of the South 1/2 of the South East 1/4 of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, according to the Amended and Restated Plat thereof recorded March 2, 1990 as Document 2882587.

2929424

13

- 9 -

06/25/90 0832W

EXHIBIT B

Lot 16 in Tower Hill Subdivision as shown on the Plat of
Subdivision recorded with the Lake County, Illinois Recorder's
office as Document 761804.

2929424

14

LEGIBILITY OF DOCUMENT QUESTIONABLE

Frank J. Huston
 RECORDS OF DEEDS

EXHIBIT C

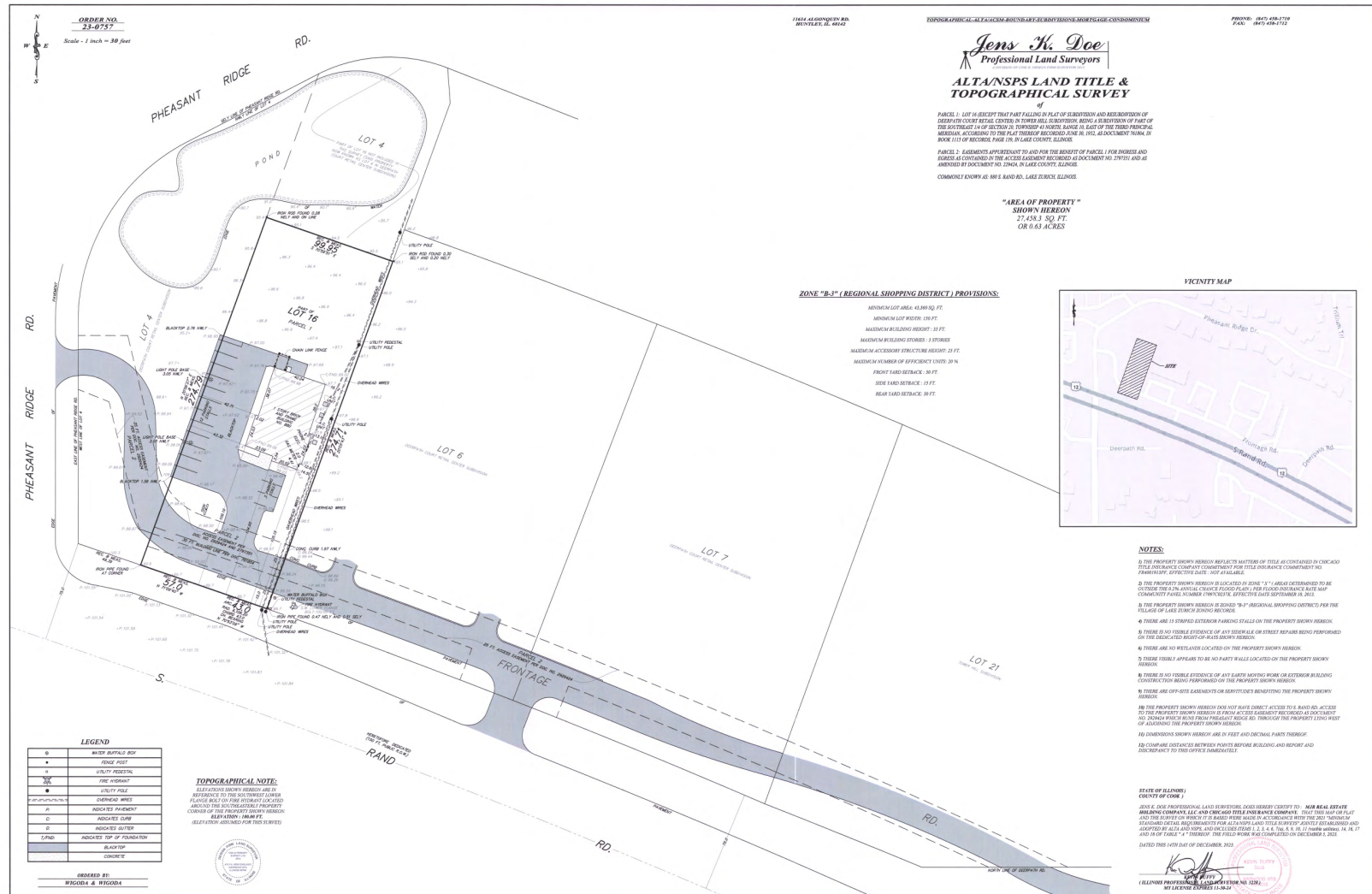
LEGAL DESCRIPTION - ACCESS EASEMENT

That part of Lot 16, in Tower Hill Subdivision, being a subdivision of part of the Southeast Quarter of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1952, as Document No. 761804, in Book 1115 of Records, page 139, described as follows: Commencing at the Southeast corner of said Lot 16; thence North 20 degrees 05 minutes 43 seconds East along the Easterly line of said Lot 16 a distance of 25.00 feet for a place of beginning; thence North 71 degrees 02 minutes 40 seconds West 100.00 feet to a point on the Westerly line of said Lot 16; thence North 20 degrees 06 minutes 26 seconds East along the Westerly line of said Lot 16 a distance of 35.20 feet to a point on a curve; thence Southeasterly along the arc of a curve, being concave to the Northeast, having a radius of 50.00 feet, having a chord bearing of South 52 degrees 25 minutes 41 seconds East for a distance of 32.49 feet to a point of tangency; thence South 71 degrees 02 minutes 40 seconds East 69.54 feet to a point on the Easterly line of said Lot 16; thence South 20 degrees 05 minutes 43 seconds West along the Easterly line of said Lot 16 a distance of 25.00 feet to the Place of Beginning; said parcel of land herein described contains 0.060 acres, more or less, in Lake County, Illinois together with

That part of Lot 16, in Tower Hill Subdivision, being a subdivision of part of the Southeast Quarter of Section 20, Township 43 North, Range 10 East of the Third Principal Meridian, according to the plat thereof recorded June 30, 1952, as Document No. 761804, in Book 1115 of Records, page 139, described as follows: Commencing at the Southeast corner of said Lot 16; thence North 20 degrees 05 minutes 43 seconds East along the Easterly line of said Lot 16 a distance of 15.00 feet for a place of beginning; thence North 71 degrees 02 minutes 40 seconds West 100.00 feet to a point on the Westerly line of said Lot 16; thence North 20 degrees 06 minutes 27 seconds East along the Westerly line of said Lot 16 a distance of 10.00 feet; thence South 71 degrees 02 minutes 40 seconds East 100.00 feet to a point on the Easterly line of said Lot 16; thence South 20 degrees 05 minutes 43 seconds West along the Easterly line of said Lot 16 a distance of 10.00 feet to the Place of Beginning; said parcel of land herein described contains 0.023 acres, more or less, in Lake County, Illinois.

2929424

15



SITE DEVELOPMENT PLANS FOR



LAKE ZURICH, IL

880 SOUTH RAND RD
LAKE ZURICH, ILLINOIS 60047

PROJECT NUMBER:
104-015

SHEET INDEX	
SHEET NAME	NUMBER
COVER SHEET	C0.0
GENERAL NOTES	C0.1
DEMOLITION PLAN	C1.1
EROSION CONTROL PLAN	C1.2
SITE PLAN	C2.1
GRADING PLAN	C3.1
UTILITY PLAN	C4.1
LANDSCAPE PLAN	C5.1
LANDSCAPE NOTES AND DETAILS	C5.2
STREPPING PLAN	C6.1
REFUSE SWEEP PATH ANALYSIS	C6.2
TREE SWEEP PATH ANALYSIS	C6.3
DETAILS	C7.1
DETAILS	C7.2
VILLAGE DETAILS	C7.3
VILLAGE DETAILS	C7.4
VILLAGE DETAILS	C7.5



KNOWN EXISTING UTILITIES		
UTILITY	UTILITY	PHONE NUMBER
ELECTRIC	COMED CRYSTAL LAKE OFFICE	800-334-7661
WATER	VILLAGE OF LAKE ZURICH PUBLIC WORKS	847-540-1000
SEWAGE	VILLAGE OF LAKE ZURICH PUBLIC WORKS	847-540-1000
GAS	MECOR GAS	888-600-0749



ENGINEER OF RECORD:
NAME: MATTHEW STEVEN MILLER
LICENSE NO.: IL #02 055164

PROJECT NUMBER:
104-015

REVISION:

7 BREW COFFEE
LAKE ZURICH, IL
880 SOUTH RAND RD
LAKE ZURICH, ILLINOIS 60047

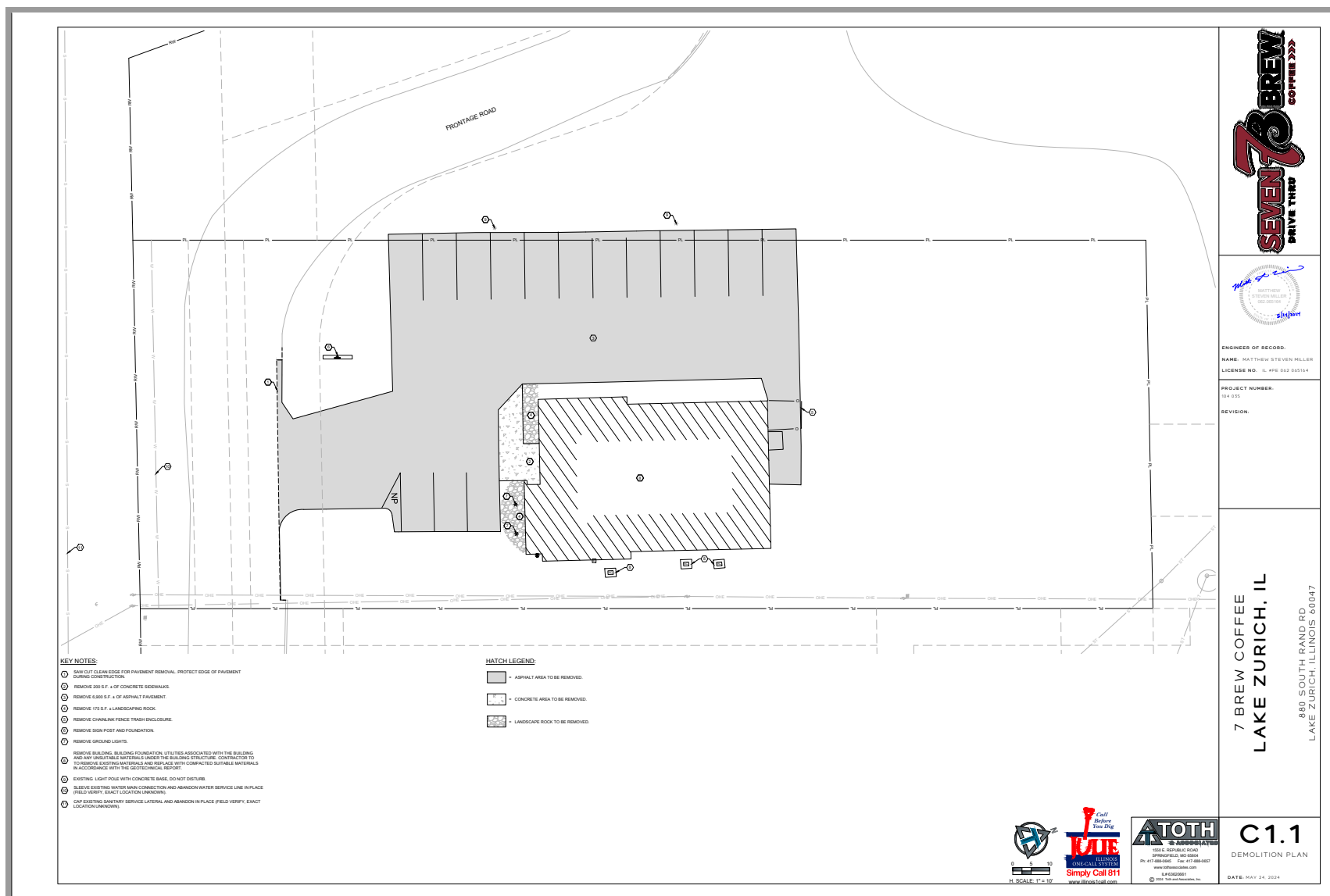
C0.0
COVER SHEET

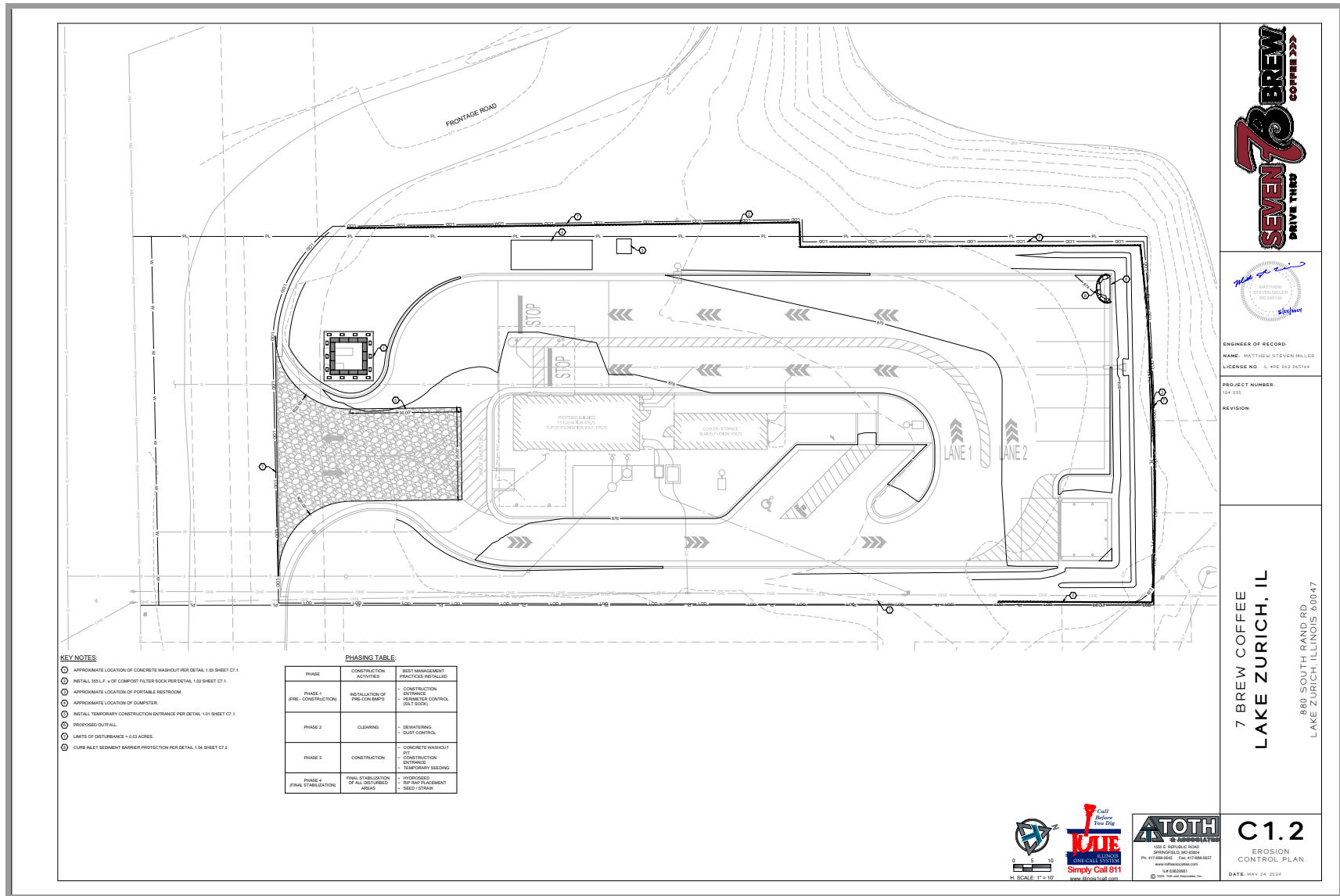
DATE: MAY 24, 2024

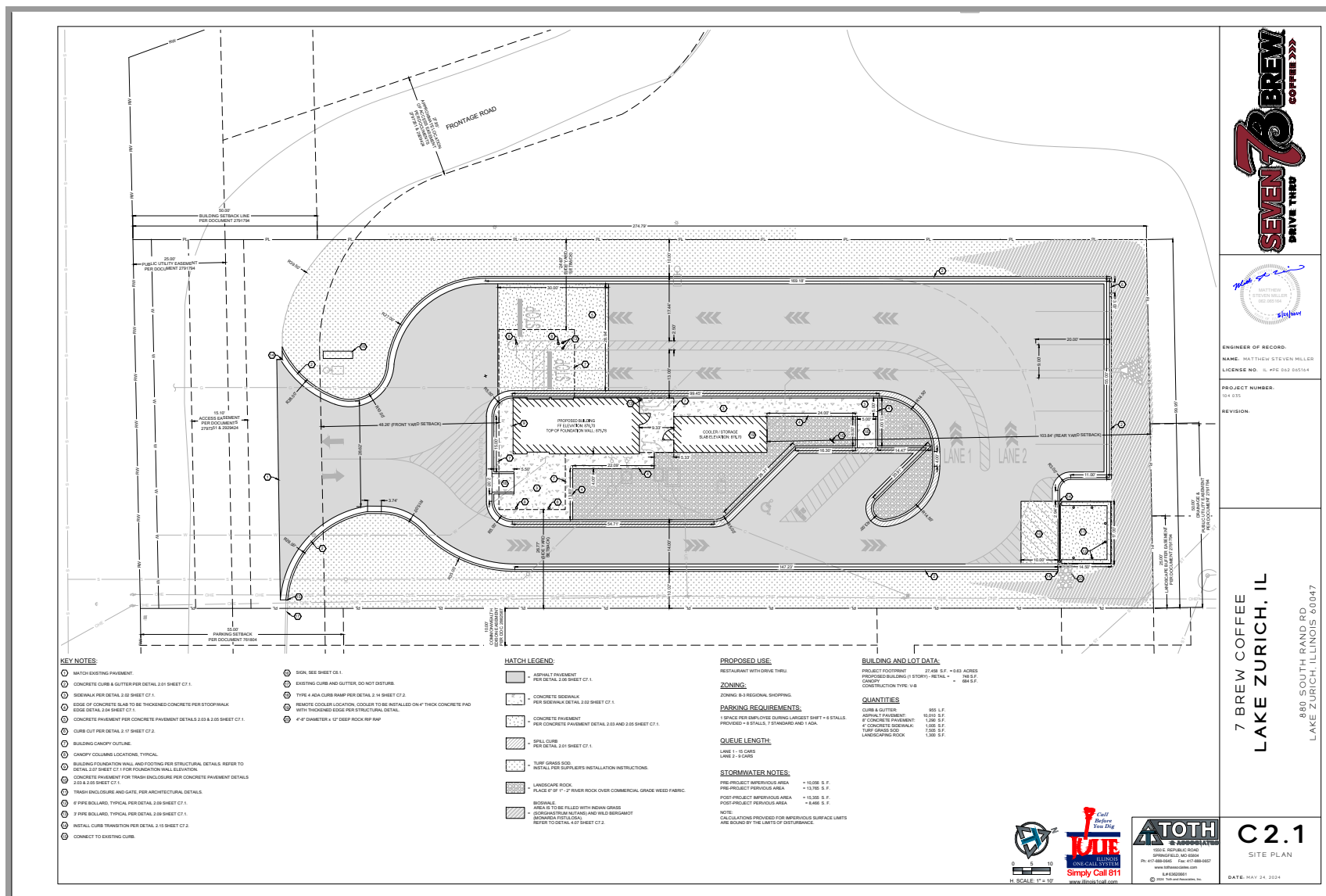


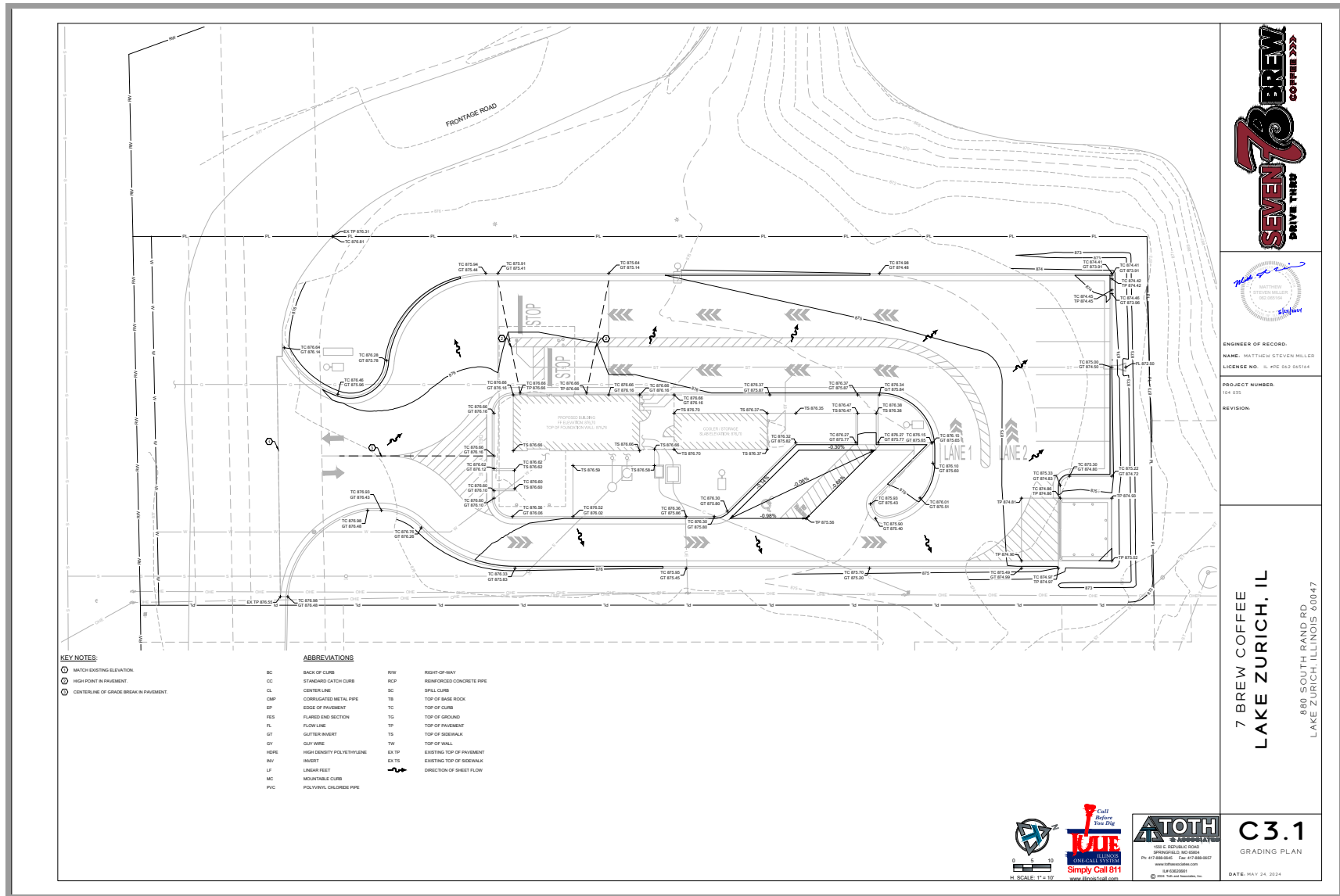
NOTE: DRAWINGS ARE FOR INFORMATION
AND RECORDING ONLY. CHANGES TO THE
INDICATED GRAPHIC SCALES
H. SCALE: 1" = 500'











ENGINEER OF RECORD.
NAME: MATTHEW STEVEN MILLER
LICENSE NO. IL #PE 062 065164

PROJECT NUMBER:
104 035

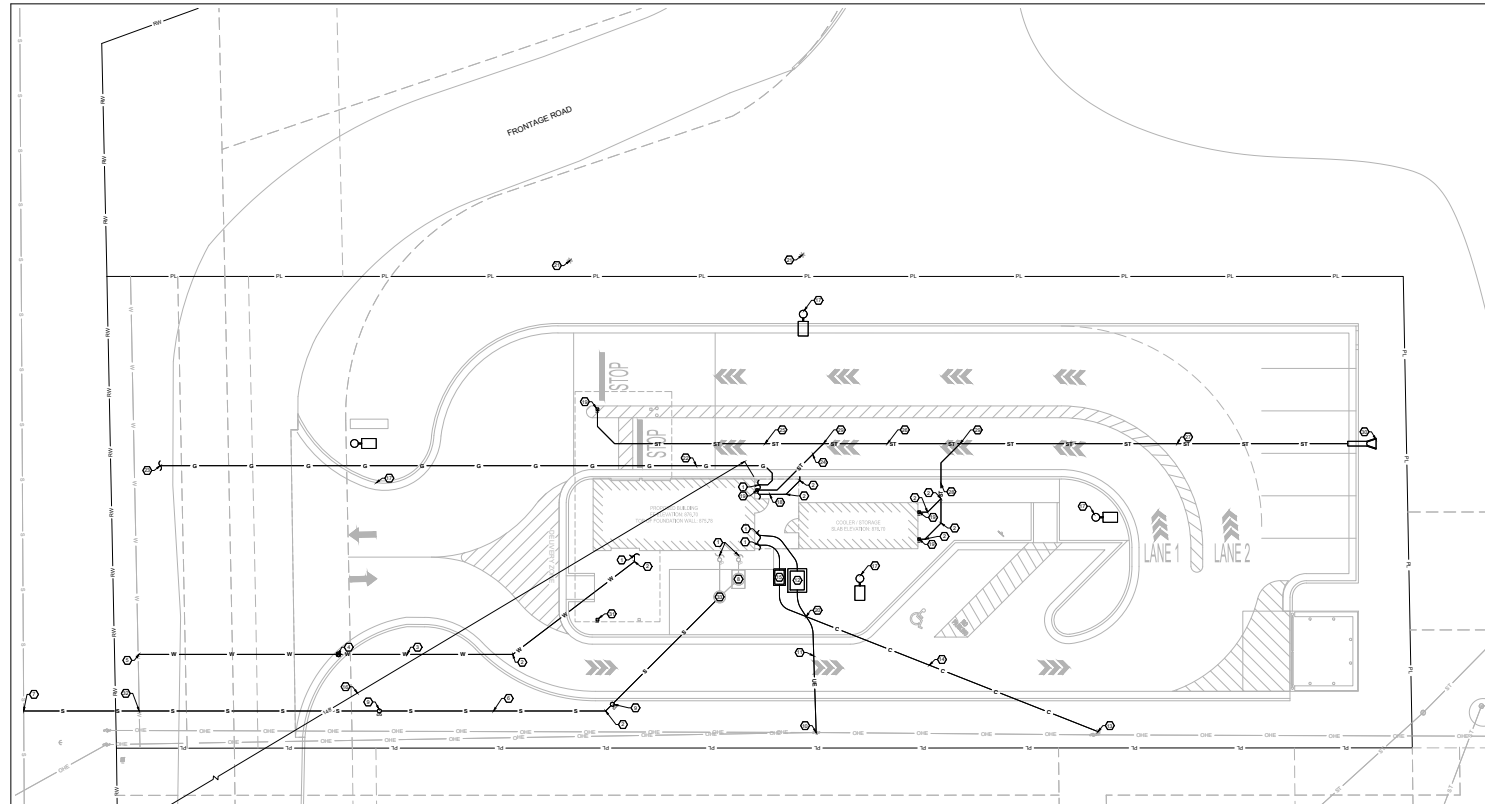
REVISION:

7 BREW COFFEE
LAKE ZURICH, IL
880 SOUTH RAND RD
LAKE ZURICH, ILLINOIS 60047

C4.1

UTILITY PLAN

DATE: MAY 24, 2024



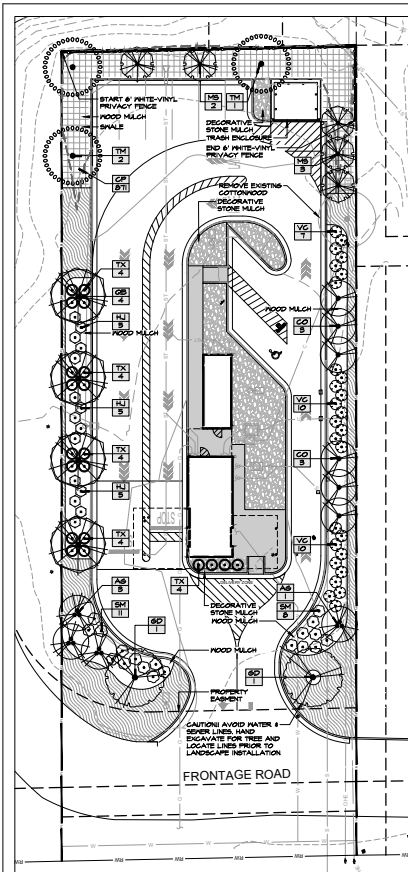
2. CONTINUATION OF UTILITY TO BUILDINGS
3. METAL 48" BEND, FTYT
4. METAL 18" x 18" x 2" FTYT TYPE C WATER LINE TO BE RETAILLED BY CONTRACTOR FROM WATER TOWER TO 48" x 48" x 2" FTYT PIPE INSTALLATION DEPTH, 41.4% SLOPE TO 2.5'
5. METAL 12" x 12" x 2" TYPE C WATER LINE TO WATER UTILITY PROVIDER, CONTRACTOR TO CONFIRM FINAL LOCATION WITH THE WATER UTILITY PROVIDER PRIOR TO INSTALLATION OF PIPEER SERVICE
6. CONNECTION OF WATER SERVICE TO BE COORDINATED WITH WATER PROVIDER
7. 48" x 48" x 2" FTYT 40' A-PVC MANHOLE SERIES SERVICE LINE TO EXISTING 24" x 24" x 2" FTYT 40' A-PVC MANHOLE SERIES SERVICE LINE, CONTRACT PRIOR TO CONSTRUCTION OF CONCRETE CONCRETE GROUND SURFACE INTERSECTION
- 7.27' GALVANIZED CORB 20" DEGREE INTERSECTION WITH PEDESTAL RATED CAST IRON CONSTRUCTION
8. 24" x 24" x 2" FTYT 40' A-PVC MANHOLE SERIES SERVICE LINE TO EXISTING 24" x 24" x 2" FTYT 40' A-PVC MANHOLE SERIES SERVICE LINE, CONTRACT PRIOR TO CONSTRUCTION OF CONCRETE CONCRETE GROUND SURFACE INTERSECTION
9. ROUTING OF OVERHEAD CABLE AND UTILITY AND POINT OF CONNECTION SHALL BE APPROXIMATE. CONTRACTOR COORDINATE WITH ALL UTILITIES AND WATER UTILITY PROVIDER TO DETERMINE FINAL LOCATION FOR INSTALLATION OF SERVICE LINE
10. CONTRACTOR TO BE RESPONSIBLE FOR ALL UTILITY PLANS
11. UNINCORPORATED TRENCH SEE 88' x 18" TYPE UTILITY PLANS, COORDINATE WITH ELECTRIC UTILITY PROVIDER
12. CONTRACTOR TO COORDINATE CONNECTIONS AND POINT OF CONNECTION SHALL BE APPROXIMATE. CONTRACTOR TO COORDINATE WITH CONNECTION OF UTILITY PROVIDER TO EXISTING 24" x 24" x 2" FTYT 40' A-PVC MANHOLE SERIES SERVICE LINE
13. UTILITY CONNECTIONS SHALL BE APPROXIMATE
14. COORDINATIONS SHALL SEE 88' x 18" TYPE UTILITY PLANS, COORDINATE WITH CONNECTIONS UTILITY PROVIDER

[illegible]

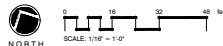
1. WATER	VILLAGE OF LAKE ZURICH PUBLIC WORKS - UTILITY SERVICES 325 TELSER ROAD LAKE ZURICH, IL 60057 (847)-454-1656
2. ELECTRIC	COMED, CRYSTAL LAKE OFFICE 2150 S. ALPINE HWY/20 CRYSTAL LAKE, IL 60112 (815)-334-7661
3. SEWER	VILLAGE OF LAKE ZURICH PUBLIC WORKS - UTILITY SERVICES 325 TELSER ROAD LAKE ZURICH, IL 60057 (847)-454-1656
4. GAS	NCCOR GAS 3901 N. TERRA COTTA AVENUE CRISTAL LAKE, IL 60114 (815)-454-0271
5. TELECOM	CONTRACT KILDEERS, OFFICE JOHN H. WANDER KILDEER, IL 60174 (815)-924-6888

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TOTTH ASSOCIATES
1550 E. REPUBLIC ROAD
SPRINGFIELD, MO 65804
Ph: 417-888-0645 Fax: 417-888-0657
www.totthassociates.com
IL# 63620661



LANDSCAPE PLAN
SCALE: 1"=16'



LAKE ZURICH REQUIREMENTS

LOT LINE LANDSCAPE

CODE REQUIREMENT	CALCULATION	PLANTING REQUIRED	PLANTING PROVIDED
REQUIREMENT AREA	2747.1000/2.74 X 1 X (2)HSAB	6 PLANT UNITS (5 PER SIDE)	UNIT B1 6 CANOPY TREES + 10 SHRUBS UNIT A1 4 ORNAMENTAL TREES + 4 SHRUBS
SIDE PROPERTY (SOP) = 2747'	2747.1000/2.74 X 1 X (2)HSAB	6 PLANT UNITS (5 PER SIDE)	UNIT B1 6 CANOPY TREES + 10 SHRUBS UNIT A1 4 ORNAMENTAL TREES + 4 SHRUBS
REAR PROPERTY (SOP) = 464'	464.7100/0.46 X 1 X 14.46	1 PLANT UNIT	UNIT A1 1 CANOPY, 2 UNDERSTORY + 4 SHRUBS
FRONT PROPERTY (SOP) = 464'	464.7100/0.46 X 1 X 14.46	2 PLANT UNITS	UNIT A1 2 CANOPY, 4 UNDERSTORY + 10 SHRUBS

ROUTE 12 CORRIDOR LANDSCAPE

CODE REQUIREMENT	CALCULATION	PLANTING REQUIRED	PLANTING PROVIDED
REQUIREMENT AREA	464.7100/0.46 X 1 X 24.46	2 PLANT UNITS 25% LF OF FOUNDATION LANDSCAPE	PROVIDED (SEE LOT LINE LANDSCAPE) 75% LF OF FOUNDATION LANDSCAPE
8' WLT LF ALONG FRONTAGE RD. 10% LF OF BUILDING FOUNDATION	464.7100/0.46 X 1 X 24.46	2 PLANT UNITS 25% LF OF FOUNDATION LANDSCAPE	PROVIDED (SEE LOT LINE LANDSCAPE) 75% LF OF FOUNDATION LANDSCAPE

PARKING LOT LANDSCAPE

CODE REQUIREMENT	CALCULATION	PLANTING REQUIRED	PLANTING PROVIDED
REQUIREMENT AREA	N/A	N/A	N/A
80% 80% OPACITY SCREENING SHALL BE PROVIDED ALONG WITH 5' OF FOUNDATION PLANTING ALONG THE FRONT OF THE BUILDING.	N/A	N/A	N/A

PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL NAME	COMMON NAME	SIZE	CONTAINER	QTY
TREES						
As	As	<i>Ametanther x grandiflora 'Autumn Brilliance'</i>	Autumn Brilliance Serviceberry	6' Ht. 5 cane min. 1.5' cal per cane	B4B	4
Co	Co	<i>Cercis canadensis 'Oklahoma'</i>	Oklahoma Texas Redbud	6' Ht. Min.	B4B	6
Co	Co	<i>Gymnocladus dioica 'Expresso'</i>	Kentucky Coffeetree	5' Cal.	B4B	2
Ms	Ms	<i>Magnolia virginiana</i>	Sweetbay Magnolia	2' Cal.	B4B	5
Os	Os	<i>Quercus bicolor</i>	Swamp White Oak	5' Cal.	B4B	4
Th	Th	<i>Thunbergia distichum 'Mikalan'</i>	Shoreline Brave Bold Cypress	5' Cal.	B4B	5
SHRUBS						
Hj	Hj	<i>Hydrangea paniculata 'Little Lime'</i>	Little Lime Panicle Hydrangea	5' Ht.	---	15
Sh	Sh	<i>Syringa meyeri 'Palibin'</i>	Dwarf Korean Lilac	5' Ht.	---	14
Tx	Tx	<i>Taxus x media 'harold'</i>	Harold's yew	5' Ht.	---	20
Vc	Vc	<i>Viburnum carlesii</i>	Konnecticut Viburnum	5' Ht.	---	21
GROUND COVERS						
CP	CP	<i>Carex pennsylvanica</i>	Pennsylvania Sedge	---	Plug	16" o.c. 871

DEFINITION OF STANDARD PLANT UNIT

Unit A	1.5 inch caliper canopy tree, and 2.2 inch caliper understory tree, and 0.5 foot high shrubs
Unit B	1.5 inch caliper canopy tree, and 1.2 inch caliper understory tree, and 2.5 foot high shrubs
Unit C	1.5 inch caliper canopy tree, and 5.5 foot high shrubs, and 2.5 foot high potted evergreens
Unit D	3.5 inch caliper canopy tree, and 15.5 foot high shrubs
Unit E	2.5 inch caliper canopy tree, and 0.5 foot high shrubs

PLANT SIZE REQUIREMENTS

PLANT SIZE	SIZE REQUIREMENT (AT TIME OF PLANTING)
SHRUB AND STREET TREES	5' CALIPER
ORNAMENTAL TREES	2' CALIPER
UNDERSTORY TREES	6' HT
LARGE SHRUBS	50" HT

MATERIAL LEGEND

	SODDED LAWN, SEE NOTE 24, SHEET L102
	DECORATIVE STONE MULCH - INSTALL OVER DEWITT PROS NEED BARRIER. STONE SHALL BE USED IN AREAS NOTED ON THIS SHEET AND PLANTED PRIOR TO INSTALLATION. REMOVE ALL SOIL FROM NEED BARRIER PRIOR TO LAYING STONE. STONE SHALL BE 1"-3" DIAMETER SMOOTH SALT & PEPPER STONE COBBLES. SUBMIT SAMPLE TO ARCHITECT PRIOR TO PROCUREMENT. NOTE: SEPARATE FROM LAWN AREAS WITH 3/16" TH. X 6" HIGH STEEL EDGING, PAINTED BLACK.
	6" WHITE VINYL PRIVACY FENCE



PROJECT NUMBER:
04-015

REVISION:

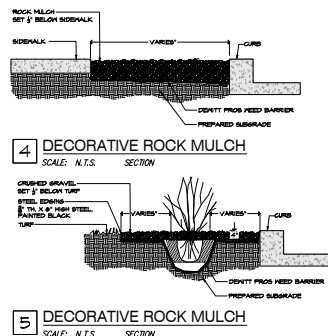
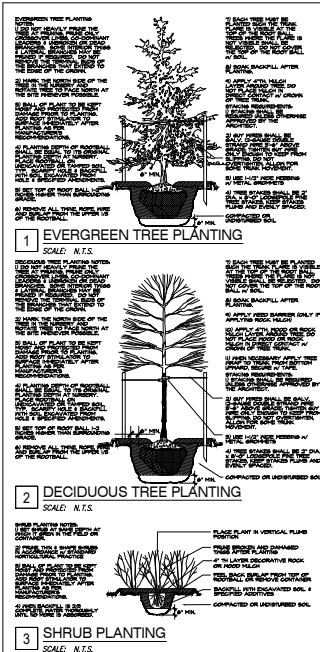
7 BREW COFFEE
LAKE ZURICH, IL

880 SOUTH RAND RD.
LAKE ZURICH, ILLINOIS 60047



C5.1
LANDSCAPE PLAN

DATE: MAY 24, 2024



MATERIAL NOTE

SEE LIST FOR DECORATIVE ROCK MULCH LOCATIONS.
ALL OTHERS ARE TO BE INSTALLED WITH UNBLENDED FILL.

LANDSCAPE NOTES

- THE LANDSCAPE CONTRACTOR SHALL READ ALL LANDSCAPE PLANS, SPECIFICATIONS AND VISIT THE PROJECT SITE TO BECOME FAMILIAR WITH EXISTING CONDITIONS PRIOR TO BIDDING THIS PROJECT.
- ANY AND ALL QUESTIONS CONCERNING THE LANDSCAPE PLANS AND SPECIFICATIONS SHALL BE DIRECTED TO THE LANDSCAPE ARCHITECT.
- THE LANDSCAPE CONTRACTOR IS TO VERIFY THE LOCATION OF ALL UNDERGROUND UTILITIES (INCLUDING THOSE INDICATED ON THE PLAN) PRIOR TO INSTALLATION OF PLANT MATERIAL.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR WATERING, MULCHING, AND OTHER REQUIREMENTS OF PLANT MATERIALS WHILE THEY ARE TEMPORARILY STORED ON OR OFF SITE.
- THE LANDSCAPE CONTRACTOR SHALL COORDINATE LAYOUT OF PLANTING BEDS, PLANT MASSING, STAKED LOCATION OF TREES AND INSTALLATION OF PLANT MATERIAL WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCEMENT OF WORK.
- ALL PLANT MATERIAL IS DELINEATED AT MATURE SIZE.
- ALL LANDSCAPE MATERIAL SHALL MEET THE AMERICAN STANDARD FOR NURSERY STOCK (ANSI Z603.1-1998) PER THE AMERICAN ASSOCIATION OF NURSERMEN.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO INSPECT ALL PLANT MATERIAL AT THE NURSERY PRIOR TO SELECTION OR DISCARDING AT THE OWNER'S REQUEST.
- CONDUCT PLANTING UNDER FAVORABLE WEATHER CONDITIONS DURING EITHER THE SPRING PLANTING SEASON (MARCH 1 TO JUNE 1) OR THE FALL PLANTING SEASON (SEPTEMBER 30 UNTIL FREEZING OF THE GROUND). DURING THE FALL PLANTING SEASON, CONTROLLED MATERIAL PLANTING SHALL BE CONDUCTED AUGUST 15 TO OCTOBER 1. DEVIATION FROM THE ABOVE PLANTING DATES WILL ONLY BE PERMITTED WITH APPROVAL IN WRITING BY THE LANDSCAPE ARCHITECT.
- ROOT STIMULATOR SHALL BE APPLIED TO ALL PLANT MATERIALS WITH THE EXCEPTION OF LAWN AREAS. APPLY PER THE MANUFACTURER'S SPECIFICATIONS.
- THE PLANTING SOIL MIXTURE FOR ALL TREE PLANTINGS SHALL INCLUDE SOIL EXCAVATED FROM THE HOLE, RATIO, 50% VIRGIN SOIL + 50% AMENDED TOP SOIL.
- A SOIL TEST SHALL BE CONDUCTED BY THE CONTRACTOR AND TESTED BY AN APPROVED SOIL TESTING LABORATORY. FINDINGS AND RECOMMENDATIONS OF THE TEST SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL. PER THE ARCHITECT'S DISCRETION, SUGGESTED SOIL AMENDMENTS AND SUBSTITUTION FROM THE TEST MAY BE REQUIRED. STATE-RECOMMENDED QUANTITIES OF NITROGEN, PHOSPHORUS, AND POTASH AMENDMENTS TO BE ADDED TO PRODUCE SATISFACTORY TOPSOIL SUITABLE FOR PLANT GROWTH.
- ALL TREE BAIGERS AND PLANTING BEDS ARE TO BE MULCHED WITH A MINIMUM OF 4" DOUBLE-GROUND HARDWOOD MULCH (COLOR: DIED DARK BROWN) UNLESS NOTED OTHERWISE ON LANDSCAPE PLAN. LANDSCAPE CONTRACTOR TO PROVIDE MULCH SAMPLE TO ARCHITECT FOR REVIEW PRIOR TO INSTALLATION. PLANTING BEDS ARE ADJACENT TO WALKS AND CURBS. THE SOIL LEVEL SHALL BE 8" LOWER TO ALLOW FOR MULCH LATER. WHERE SOIL IS INDICATED, ITS THICKNESS SHALL ALSO BE ACCOUNTED FOR SO THAT THE SOIL SURFACE IN THE BED IS 2" BELOW THE LANDSCAPE SURFACE.
- THE LANDSCAPE CONTRACTOR SHALL RESTORE FINISH GRADES IN ALL PLANTING AREAS (PER GRADING PLANS) WHICH MAY HAVE BEEN DISTURBED DURING PLANTING OPERATIONS.
- MULCH STAKES, BUY NINE, PRE-EMERGENT HERBICIDES, ETC. SHALL BE SUBSIDIARY TO INDIVIDUAL PLANTS.
- LABEL EACH TREE AND SHRUB WITH A SECURELY ATTACHED, WATERPROOF TAG BEARING LEGIBLE DESIGNATION OF BOTH BOTANICAL AND COMMON NAME. LABEL EACH ORNAMENTAL GRASS, GROUNDCOVER, PERENNIAL AND ANNUAL WITH THE LABEL PROVIDED BY THE ORIGINAL GROWER OF THE PLANT. LABELS SHALL NOT BE REMOVED UNTIL AFTER INDIVIDUAL ACCEPTANCE BY LANDSCAPE ARCHITECT.
- LOOSEN SOIL FOR ALL PLANTING ISLANDS AND SHRUB/PERENNIAL BEDS TO A DEPTH OF 12".
- TOPSOIL SHALL BE FERTILE NATURAL TOPSOIL, TYPICAL OF THE LOCALITY, OBTAINED FROM WELL DRAINED AREAS. STOCKPILED TOPSOIL MAY BE USED. IT SHALL BE WITHOUT ADVERTISEMENTS OF SUBSOIL OR SLAG AND SHALL BE FREE OF STONES, LIMPS, STICKS, PLANTS OR THEIR ROOTS, TOXIC SUBSTANCES OR OTHER EXTRANEOUS MATTER THAT MAY BE HARMFUL TO PLANT GROWTH OR WOULD INTERFERE WITH FUTURE MAINTENANCE. TOPSOIL PH RANGE SHALL BE 5.5 TO 7.0.
- THERE SHALL BE NO ADDITIONS, DELETIONS OR SUBSTITUTION OF PLANT MATERIAL SPECIES WITHOUT THE WRITTEN APPROVAL BY THE OWNER OR LANDSCAPE ARCHITECT. ANY SUBSTITUTION THAT HAS NOT BEEN APPROVED SHALL BE REMOVED AND REPLACED WITH THE CORRECT PLANT AT LANDSCAPE CONTRACTOR'S EXPENSE.
- THE LANDSCAPE CONTRACTOR WILL BE RESPONSIBLE FOR THE COLLECTION, REMOVAL, AND PROPER DISPOSAL OF ANY AND ALL DEBRIS GENERATED DURING THE INSTALLATION OF THE LANDSCAPE CONSTRUCTION.
- COORDINATE WITH THE OWNER AND GENERAL CONTRACTOR FOR SLEEVE LOCATIONS AND TIMING OF SLEEVE INSTALLATION.
- STONE SHALL BE EVENLY SPREAD OVER ALL SURFACES INDICATED ON THE LANDSCAPE PLAN. TOP OF STONE SURFACE SHALL BE 2" BELOW ADJOINING PAVING.
- DEWITT PROS FIBER BARRIER SHALL BE INSTALLED BETWEEN ALL STONE GROUNDCOVER AREAS AND UNDERLYING SOIL SURFACE.
- SOIL LAWN AT ALL DISTURBED AREAS, INCLUDING THOSE NOT NECESSARILY INDICATED ON THIS PLAN.
- ALL PLANTS SHALL BE MAINTAINED BY THE INSTALLER FOR A PERIOD OF ONE YEAR FROM THE DATE OF SUBSTANTIAL COMPLETION. THE INSTALLER SHALL REPAIR OR REPLACE PLANTINGS THAT FAIL IN MATERIALS, MORTALITY, OR GROWTH WITHIN SPECIFIED WARRANTY PERIOD.



PROJECT NUMBER:
04-015

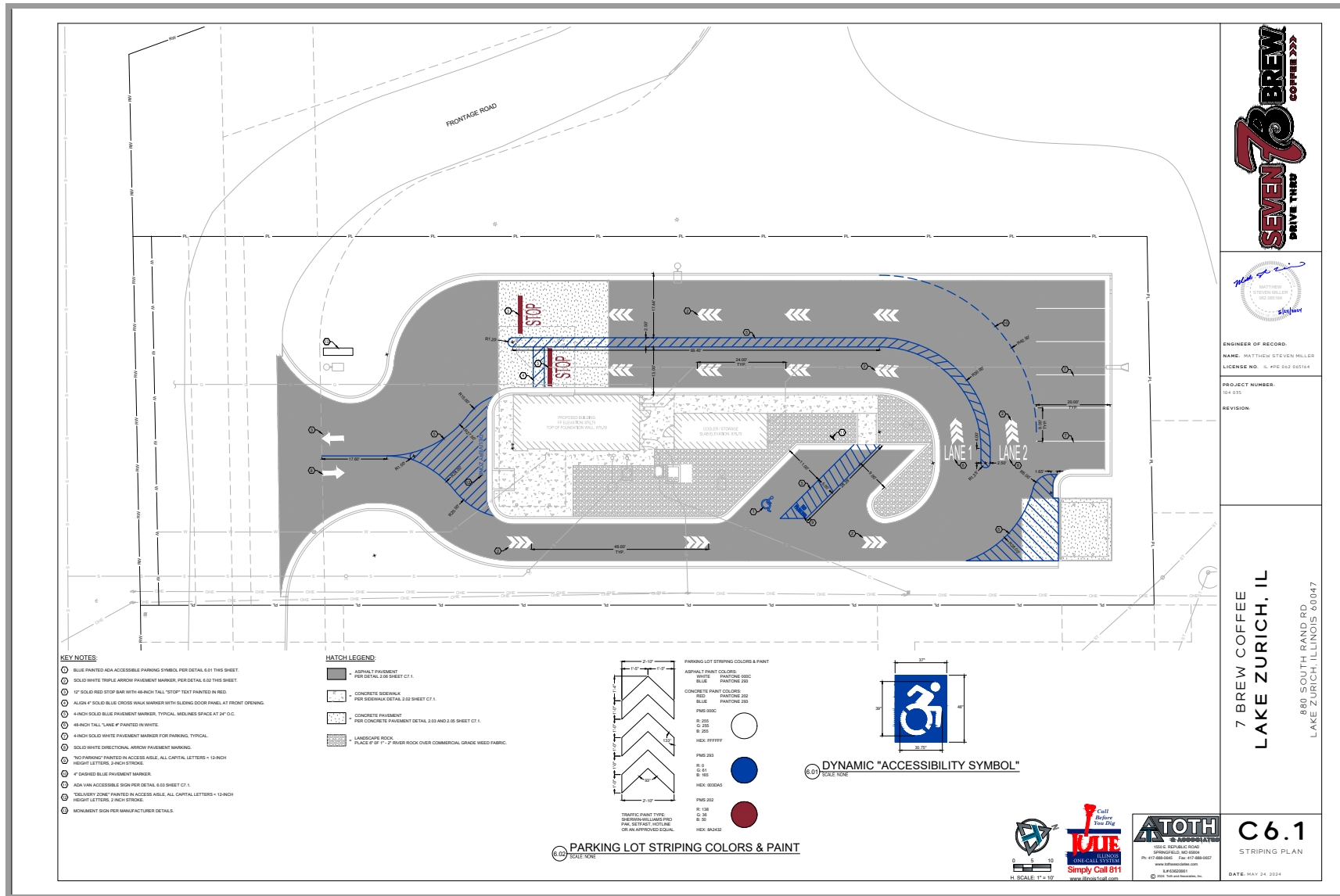
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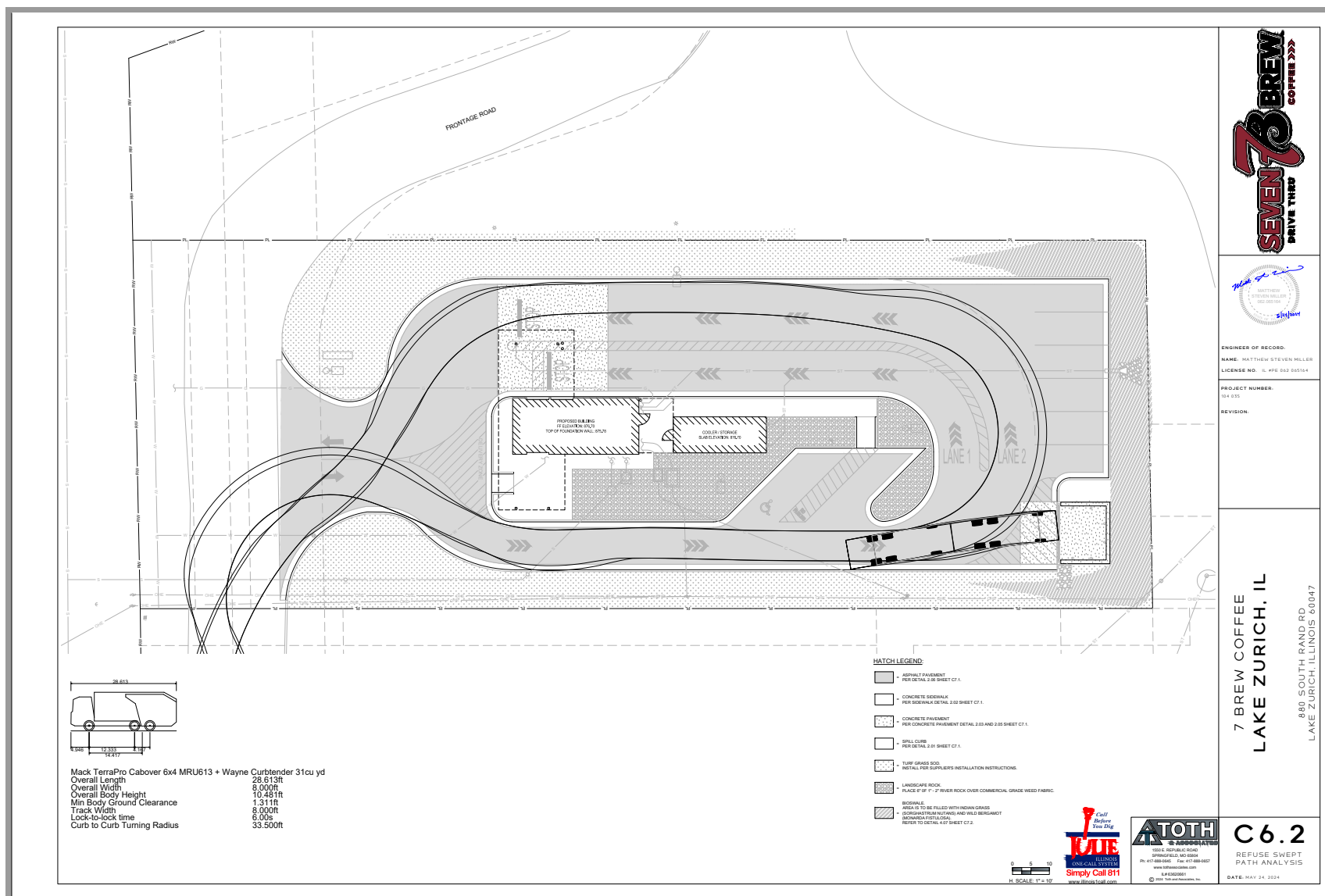
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LAKE ZURICH, IL

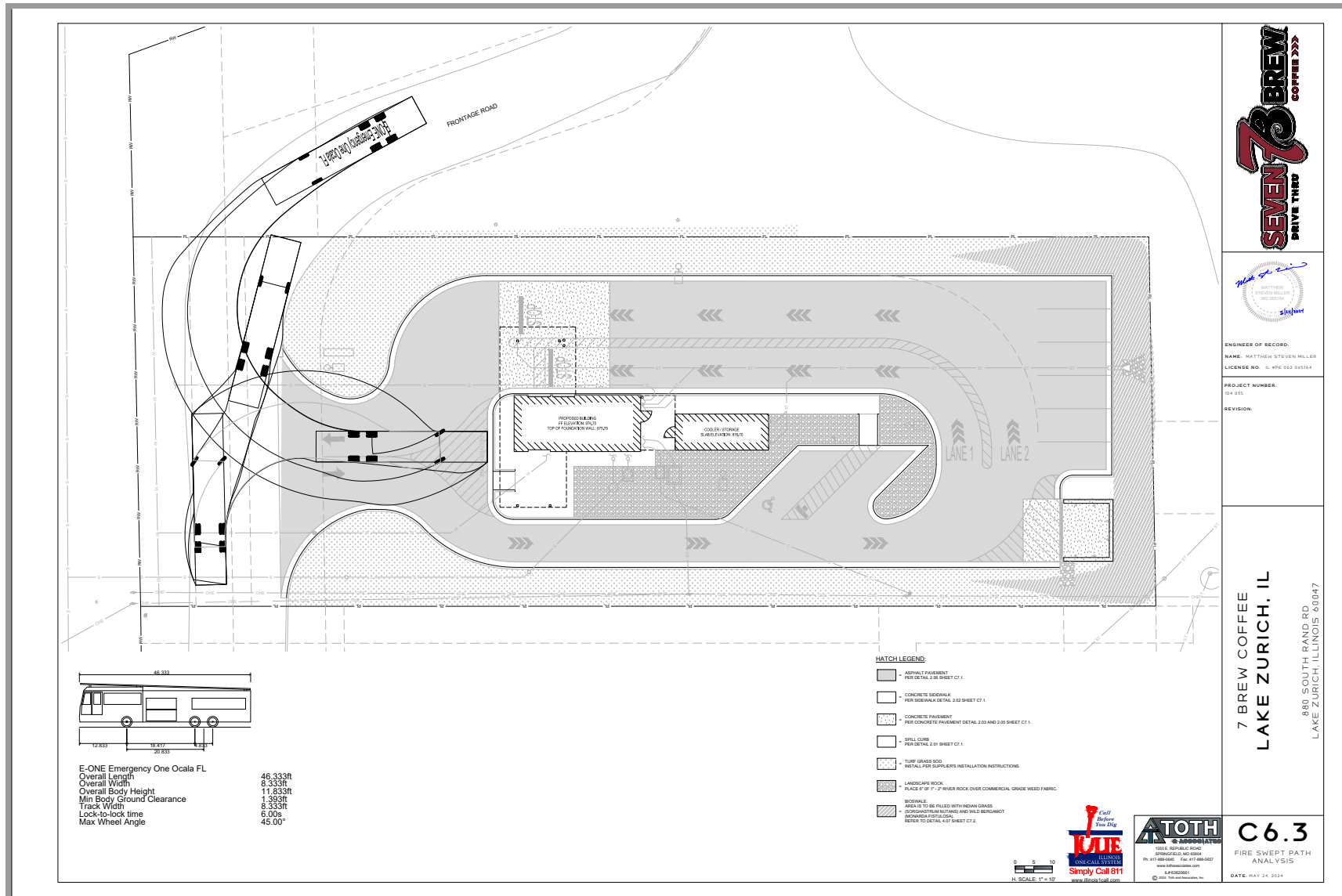
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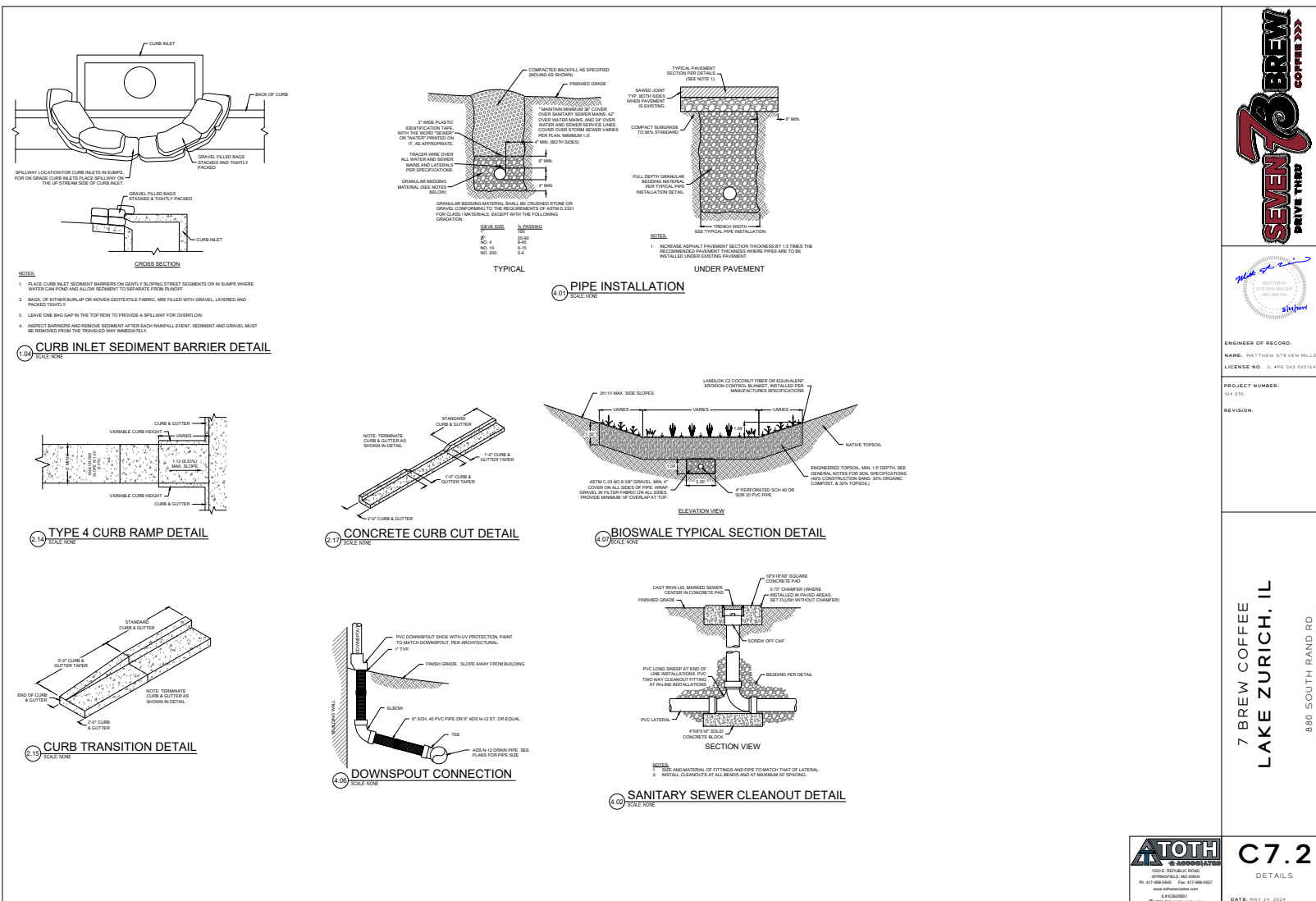


C5.2
LANDSCAPE NOTES
& DETAILS
DATE: MAY 24, 2024









ENGINEER OF RECORD:
NAME: MATTHEW STEVEN MILLER
LICENSE NO.: IL #04505164
PROJECT NUMBER:
04-015
REVISION:

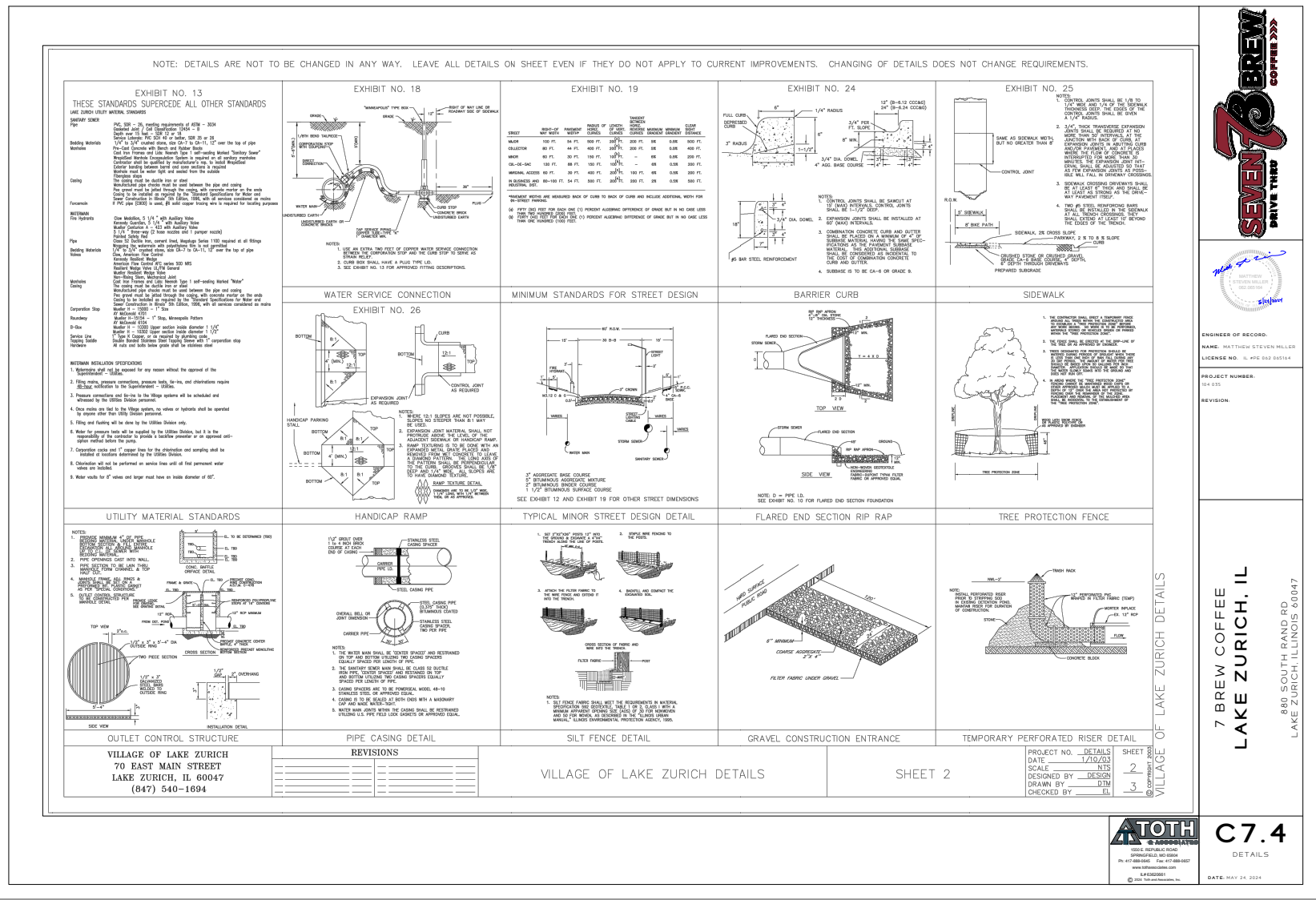
7 BREW COFFEE
LAKE ZURICH, IL
880 SOUTH RAND RD
LAKE ZURICH, ILLINOIS 60047



C7.2
DETAILS

DATE: MAY 24, 2024





NOTE: DETAILS ARE NOT TO BE CHANGED IN ANY WAY. LEAVE ALL DETAILS ON SHEET EVEN IF THEY DO NOT APPLY TO CURRENT IMPROVEMENTS. CHANGING OF DETAILS DOES NOT CHANGE REQUIREMENTS.

<p>OUTSIDE DROP PIPE DETAIL</p>	<p>HANDICAP RAMP DETAIL</p>	<p>MASS CONCRETE ARCH</p>	<p>FLEXIBLE JOINT</p>												
<p>BEDDING DETAILS: PIPES IN SINGLE TRENCHES</p>	<p>STANDARD MH CONSTR. OVER EXSTG SEWER</p>														
<p>VILLAGE OF LAKE ZURICH 70 EAST MAIN STREET LAKE ZURICH, IL 60047 (847) 540-1694</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DESCRIPTION</th> <th>DATE</th> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DESCRIPTION	DATE										<p>VILLAGE OF LAKE ZURICH DETAILS</p>	<p>SHEET 3</p>
NO.	DESCRIPTION	DATE													

VILLAGE OF LAKE ZURICH DETAILS

PROJECT NO. 7/37/03
DATE 7/37/03
SCALE NTS
DESIGNED BY RK
DRAWN BY RK
CHECKED BY EL

SHEET 3

7 BREW COFFEE
LAKE ZURICH, IL
880 SOUTH RAND RD
LAKE ZURICH, ILLINOIS 60047

C7.5
DETAILS

DATE: MAY 24, 2024

7-Brew Coffee
Lake Zurich, IL
per Civil Drawings Dated 05.24.2024



Cost Estimate

05.24.2024

I.	Description - Misc	Quantity	Units	Unit Price	Total Cost
1	GRADING/CLEARING	1	SITE	\$2,000	\$2,000.00
2	TRASH ENCLOSURE	1	EACH	\$17,000	\$17,000.00
3	SITE PREPERATION	1	EACH	\$10,000	\$10,000.00
4	SITE DEMO	1	EACH	\$20,000	\$20,000.00
Sub-Total - Misc					\$49,000.00

II.	Description - Water Service	Quantity	Units	Unit Price	Total Cost
1	2" TYPE K COPPER PIPE	115	LF	\$20	\$3,050.00
Sub-Total - Water Service					\$3,050.00

III.	Description - Storm Sewers	Quantity	Units	Unit Price	Total Cost
1	12" HDPE PIPE	171	LF	\$30	\$5,130.00
2	6" HDPE PIPE	55	LF	\$10	\$550.00
3	12" CONCRETE FLARED END SECTION	1	EACH	\$500	\$500.00
Sub-Total - Storm Sewers					\$6,180.00

IV.	Description - Sanitary Sewers	Quantity	Units	Unit Price	Total Cost
1	6" SCH. 40 PVC PIPE	156	LF	\$20	\$3,120.00
2	GREASE INTERCEPTOR	1	EACH	\$5,000	\$5,000.00
3	SANITARY MONITORING MANHOLE	1	EACH	\$5,000	\$5,000.00
4	CLEANOUT	4	EACH	\$113	\$452.00
Sub-Total - Sanitary Sewers					\$13,572

V.	Description - Pavement Improvements	Quantity	Units	Unit Price	Total Cost
1	ASPHALT PAVEMENT	10008	SF	\$7	\$70,056.00
2	CONCRETE PAVEMENT	1296	SF	\$12	\$15,552.00
3	CURBS	955	LF	\$20	\$19,100.00
4	PAVEMENT MARKINGS	1	LS	\$2,000	\$2,000.00
5	SIDEWALKS	1005	SF	\$10	\$10,050.00
6	ACCESSIBLE SIDEWALK RAMPS	2	EACH	\$2,000	\$4,000.00
Sub-Total - Pavement Improvements					\$120,758

VI.	Description - Lighting and Signage	Quantity	Units	Unit Price	Total Cost
1	STREET/SITE LIGHTS	4	EACH	\$2,000	\$8,000.00
2	STREET SIGNS	1	EACH	\$200	\$200.00
Sub-Total - Lighting and Signage					\$8,200.00

VII.	Description - Landscape	Quantity	Units	Unit Price	Total Cost
1	LANDSCAPING (ROCK)	144	SY	\$50	\$7,200.00
2	WATERING SYSTEM	1	EACH	\$5,000	\$5,000.00
3	SHRUBS	90	EACH	\$40	\$3,600.00
3	TREES	24	EACH	\$400	\$9,600.00
4	BIOSWALE	162	SY	\$60	\$9,720.00
Sub-Total - Landscape					\$35,120

7Brew
5/24/2024

Page 1 of 2



Summary

I.	Description - Misc	\$49,000.00
II.	Description - Water Service	\$3,050.00
III.	Description - Storm Sewers	\$6,180.00
IV.	Description - Sanitary Sewers	\$13,572
V.	Description - Pavement Improvements	\$120,758
VI.	Description - Lighting and Signage	\$8,200.00
VII.	Description - Landscape	\$35,120

Construction Total	\$235,880.00
10% Contingency	\$23,588.00
Total	\$259,468.00

```

1*****
*
* FLOOD HYDROGRAPH PACKAGE (HEC-1)
* JUN 1998
* VERSION 4.1
* RUN DATE 12APR24 TIME 14:53:56
*****

*****
*
* U.S. ARMY CORPS OF ENGINEERS
* HYDROLOGIC ENGINEERING CENTER
* 609 SECOND STREET
* DAVIS, CALIFORNIA 95616
* (916) 756-1104
*****

```

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X X XXXXXXX XXXXX X
X X X X X XX
X X X X X X
XXXXXXX XXXX X XXXXX X
X X X X X X
X X X X X X
X X XXXXXXX XXXXX XXX

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THIS PROGRAM REPLACES ALL PREVIOUS VERSIONS OF HEC-1 KNOWN AS HEC1 (JAN 73), HEC1GS, HEC1DB, AND HEC1KW.

THE DEFINITIONS OF VARIABLES -RTIMP- AND -RTIOR- HAVE CHANGED FROM THOSE USED WITH THE 1973-STYLE INPUT STRUCTURE. THE DEFINITION OF -AMSK- ON RM-CARD WAS CHANGED WITH REVISIONS DATED 28 SEP 81. THIS IS THE FORTRAN77 VERSION. NEW OPTIONS: DAMBREAK OUTFLOW SUBMERGENCE, SINGLE EVENT DAMAGE CALCULATION, DSS:WRITE STAGE FREQUENCY, DSS:READ TIME SERIES AT DESIRED CALCULATION INTERVAL LOSS RATE:GREEN AND AMPT INFILTRATION KINEMATIC WAVE: NEW FINITE DIFFERENCE ALGORITHM

1 HEC-1 INPUT PAGE 1

```

LINE ID.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
1 ID *****
2 ID PROJECT NAME: TINLEY PARK: RUNOFF
3 ID CONSULTANT: TOTH AND ASSOCIATES
4 ID PROJECT NUMBER: 104.035_CE
5 ID DESIGN ENGINEER: A.Garrison
6 ID FILE NAME: 104_035_CE_Runoff_2_YR_24_HR.DAT
7 ID DATE: March 2024
8 ID RETURN FREQUENCY: 2-YEAR
9 ID ABSTRACTION TECHNIQUE: SCS
10 ID *****
* .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
11 IT 1 300
12 IN 4
13 IO 3
*DIAGRAM
* 24-HR
14 JR PREC 3.34
15 ID *****
16 ID SCENARIO NUMBER: 1
17 ID BASIN CONDITIONS: PROPOSED CONDITIONS
18 ID STORM DISTRIBUTION: FIRST QUARTILE
19 ID STORM DURATION: 12-24 HOURS
20 ID *****
* .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
*
*
21 KK 1000 EXISTING DRAINAGE AREA
22 PB 1.00
* DRAINAGE AREA: 0.63 ACRES = 0.0010 SQ. MI.
23 BA 0.0010
* RAINFALL DISTRIBUTION (per Bulletin 75 Inputs)
24 PC 0.000 0.067 0.140 0.219 0.302 0.383 0.456 0.523 0.582 0.632
25 PC 0.672 0.701 0.728 0.753 0.775 0.798 0.820 0.841 0.861 0.878
26 PC 0.895 0.908 0.921 0.932 0.943 0.954 0.963 0.973 0.982 0.991
27 PC 1.00
* SCS CURVE NUMBER: 90
28 LS 90
* TIME OF CONCENTRATION: 0.083 HR (LAG TIME = 0.6 * Tc = 0.05 HR)
29 UD 0.05
* .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
*
*
30 KK 2000 PROPOSED DRAINAGE AREA
31 PB 1.00
* DRAINAGE AREA: 0.63 ACRES = 0.0010 SQ. MI.
32 BA 0.0010
* RAINFALL DISTRIBUTION (per Bulletin 75 Inputs)
33 PC 0.000 0.067 0.140 0.219 0.302 0.383 0.456 0.523 0.582 0.632
34 PC 0.672 0.701 0.728 0.753 0.775 0.798 0.820 0.841 0.861 0.878
35 PC 0.895 0.908 0.921 0.932 0.943 0.954 0.963 0.973 0.982 0.991
36 PC 1.00
* SCS CURVE NUMBER: 92
37 LS 92
* TIME OF CONCENTRATION: 0.083 HR (LAG TIME = 0.6 * Tc = 0.05 HR)

```

1 HEC-1 INPUT PAGE 2

```

LINE ID.....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
38 UD 0.05
* .....1.....2.....3.....4.....5.....6.....7.....8.....9.....10
*
39 ZZ *****

```

```

1 SCHEMATIC DIAGRAM OF STREAM NETWORK
INPUT
LINE (V) ROUTING (--->) DIVERSION OR PUMP FLOW
NO. (.) CONNECTOR (<---) RETURN OF DIVERTED OR PUMPED FLOW
21 1000
.
30 . 2000

```

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(***) RUNOFF ALSO COMPUTED AT THIS LOCATION

```

1*****
*
* FLOOD HYDROGRAPH PACKAGE (HEC-1) *
* JUN 1998 *
* VERSION 4.1 *
* RUN DATE 12APR24 TIME 14:53:56 *
*****
*
* U.S. ARMY CORPS OF ENGINEERS *
* HYDROLOGIC ENGINEERING CENTER *
* 609 SECOND STREET *
* DAVIS, CALIFORNIA 95616 *
* (916) 756-1104 *
*****

```

```

*****
PROJECT NAME: TINLEY PARK: RUNOFF
CONSULTANT: TOTH AND ASSOCIATES
PROJECT NUMBER: 104.035_CE
DESIGN ENGINEER: A.Garrison
FILE NAME: 104_035_CE_Runoff_2_YR_24_HR.DAT
DATE: March 2024
RETURN FREQUENCY: 2-YEAR
ABSTRACTION TECHNIQUE: SCS
*****

```

```

13 IO OUTPUT CONTROL VARIABLES
      IPRNT 3 PRINT CONTROL
      IPLOT 0 PLOT CONTROL
      QSCAL 0. HYDROGRAPH PLOT SCALE
*****
      SCENARIO NUMBER: 1
      BASIN CONDITIONS: PROPOSED CONDITIONS
      STORM DISTRIBUTION: FIRST QUARTILE
      STORM DURATION: 12-24 HOURS
*****

```

```

IT HYDROGRAPH TIME DATA
      NMIN 1 MINUTES IN COMPUTATION INTERVAL
      IDATE 1 0 STARTING DATE
      ITIME 0000 STARTING TIME
      NQ 300 NUMBER OF HYDROGRAPH ORDINATES
      NDDATE 1 0 ENDING DATE
      NDTIME 0459 ENDING TIME
      ICENT 19 CENTURY MARK

      COMPUTATION INTERVAL .02 HOURS
      TOTAL TIME BASE 4.98 HOURS

```

```

ENGLISH UNITS
DRAINAGE AREA SQUARE MILES
PRECIPITATION DEPTH INCHES
LENGTH, ELEVATION FEET
FLOW CUBIC FEET PER SECOND
STORAGE VOLUME ACRE-Feet
SURFACE AREA ACRES
TEMPERATURE DEGREES FAHRENHEIT

```

```

JP MULTI-PLAN OPTION
      NPLAN 1 NUMBER OF PLANS

```

```

JR MULTI-RATIO OPTION
      RATIOS OF PRECIPITATION
      3.34

```

*** **

```

*****
*
* 21 KK * 1000 * EXISTING DRAINAGE AREA
*
*****

```

```

12 IN TIME DATA FOR INPUT TIME SERIES
      JXMIN 4 TIME INTERVAL IN MINUTES
      JXDATE 1 0 STARTING DATE
      JXTIME 0 STARTING TIME

```

SUBBASIN RUNOFF DATA

```

23 BA SUBBASIN CHARACTERISTICS
      TAREA .00 SUBBASIN AREA

```

PRECIPITATION DATA

```

23 PB STORM 1.00 BASIN TOTAL PRECIPITATION

```

```

23 PI INCREMENTAL PRECIPITATION PATTERN
      .02 .02 .02 .02 .02 .02 .02 .02 .02 .02
      .02 .02 .02 .02 .02 .02 .02 .02 .02 .02
      .02 .02 .02 .02 .02 .02 .02 .02 .01 .01
      .01 .01 .01 .01 .01 .01 .01 .01 .01 .01
      .01 .01 .01 .01 .01 .01 .01 .01 .01 .01
      .01 .01 .01 .01 .01 .01 .01 .01 .01 .01
      .01 .01 .01 .01 .01 .01 .01 .01 .01 .01
      .00 .00 .00 .00 .00 .00 .00 .00 .00 .00
      .00 .00 .00 .00 .00 .00 .00 .00 .00 .00
      .00 .00 .00 .00 .00 .00 .00 .00 .00 .00
      .00 .00 .00 .00 .00 .00 .00 .00 .00 .00

```

```

28 LS SCS LOSS RATE
      STRTL .22 INITIAL ABSTRACTION
      CRVNR 90.00 CURVE NUMBER
      RTIMP .00 PERCENT IMPERVIOUS AREA

```

```

29 UD SCS DIMENSIONLESS UNITGRAPH
      TLAG .05 LAG

```

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***
UNIT HYDROGRAPH
17 END-OF-PERIOD ORDINATES
1. 5. 8. 8. 6. 4. 2. 2. 1. 1.
0. 0. 0. 0. 0. 0. 0.
***
HYDROGRAPH AT STATION 1000
FOR PLAN 1, RATIO = 3.34
TOTAL RAINFALL = 1.00, TOTAL LOSS = .68, TOTAL EXCESS = .32
PEAK FLOW TIME MAXIMUM AVERAGE FLOW
+ (CFS) (HR) 6-HR 24-HR 72-HR 4.98-HR
+ 0. .55 (CFS) 0. 0. 0. 0.
(INCHES) .320 .320 .320 .320
(AC-FT) 0. 0. 0. 0.
CUMULATIVE AREA = .00 SQ MI
***
HYDROGRAPH AT STATION 1000
FOR PLAN 1, RATIO = 3.34
TOTAL RAINFALL = 3.34, TOTAL LOSS = 1.04, TOTAL EXCESS = 2.30
PEAK FLOW TIME MAXIMUM AVERAGE FLOW
+ (CFS) (HR) 6-HR 24-HR 72-HR 4.98-HR
+ 2. .42 (CFS) 0. 0. 0. 0.
(INCHES) 2.299 2.299 2.299 2.299
(AC-FT) 0. 0. 0. 0.
CUMULATIVE AREA = .00 SQ MI
***
*****
30 KK * 2000 * PROPOSED DRAINAGE AREA
* *
*****
12 IN TIME DATA FOR INPUT TIME SERIES
JXMIN 4 TIME INTERVAL IN MINUTES
JXDATE 1 0 STARTING DATE
JXTIME 0 STARTING TIME
SUBBASIN RUNOFF DATA
32 BA SUBBASIN CHARACTERISTICS
TAREA .00 SUBBASIN AREA
PRECIPITATION DATA
32 PB STORM 1.00 BASIN TOTAL PRECIPITATION
32 PI INCREMENTAL PRECIPITATION PATTERN
.02 .02 .02 .02 .02 .02 .02 .02 .02 .02
.02 .02 .02 .02 .02 .02 .02 .02 .02 .02
.02 .02 .02 .02 .02 .02 .02 .02 .01 .01
.01 .01 .01 .01 .01 .01 .01 .01 .01 .01
.01 .01 .01 .01 .01 .01 .01 .01 .01 .01
.01 .01 .01 .01 .01 .01 .01 .01 .00 .00
.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
.00 .00 .00 .00 .00 .00 .00 .00 .00 .00
37 LS SCS LOSS RATE
STRTL .17 INITIAL ABSTRACTION
CRVNR 92.00 CURVE NUMBER
RTIMP .00 PERCENT IMPERVIOUS AREA
38 UD SCS DIMENSIONLESS UNITGRAPH
TLAG .05 LAG
***
UNIT HYDROGRAPH
17 END-OF-PERIOD ORDINATES
1. 5. 8. 8. 6. 4. 2. 2. 1. 1.
0. 0. 0. 0. 0. 0. 0.
***
HYDROGRAPH AT STATION 2000
FOR PLAN 1, RATIO = 3.34
TOTAL RAINFALL = 1.00, TOTAL LOSS = .60, TOTAL EXCESS = .40
PEAK FLOW TIME MAXIMUM AVERAGE FLOW
+ (CFS) (HR) 6-HR 24-HR 72-HR 4.98-HR
+ 0. .50 (CFS) 0. 0. 0. 0.
(INCHES) .402 .402 .402 .402
(AC-FT) 0. 0. 0. 0.
CUMULATIVE AREA = .00 SQ MI

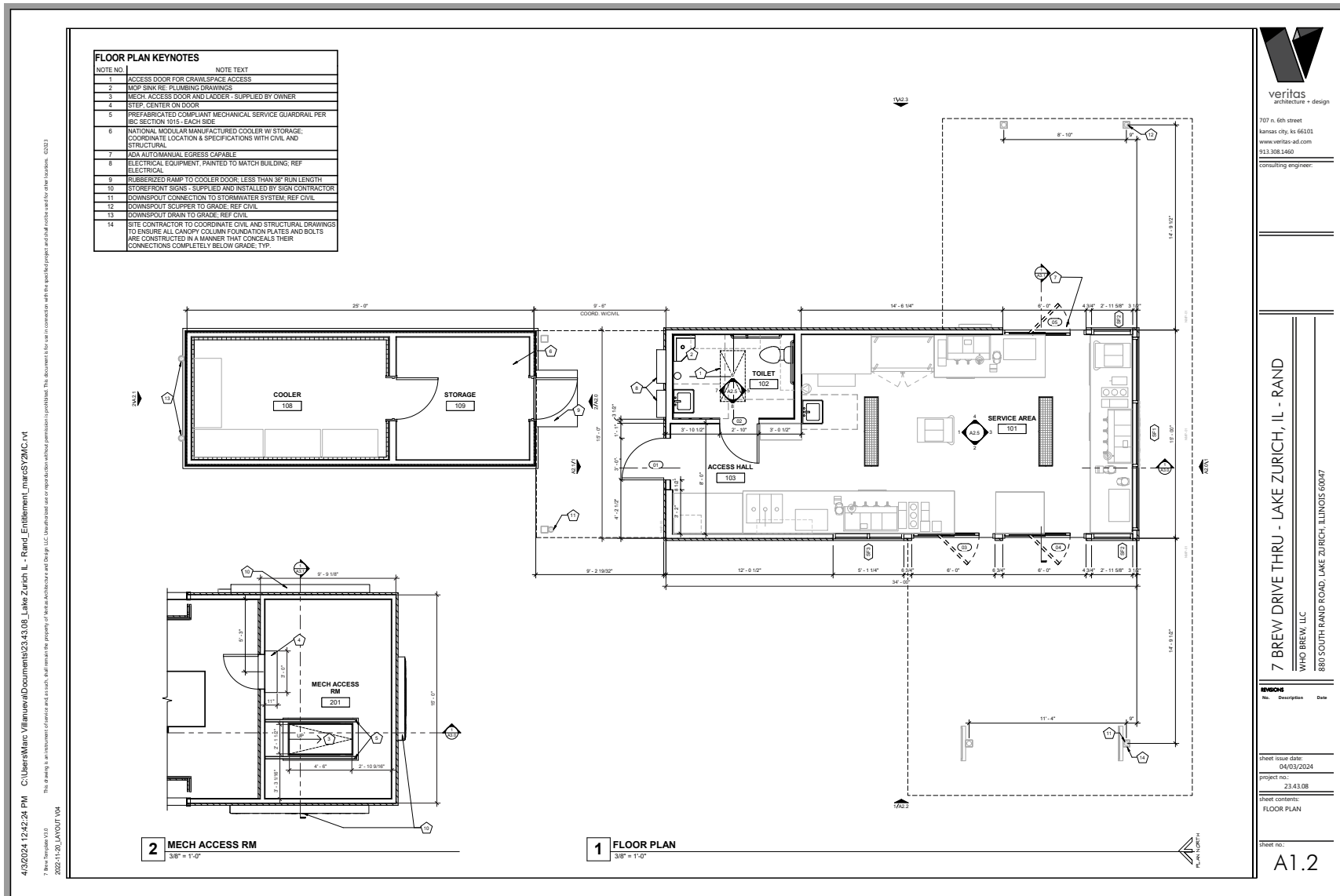
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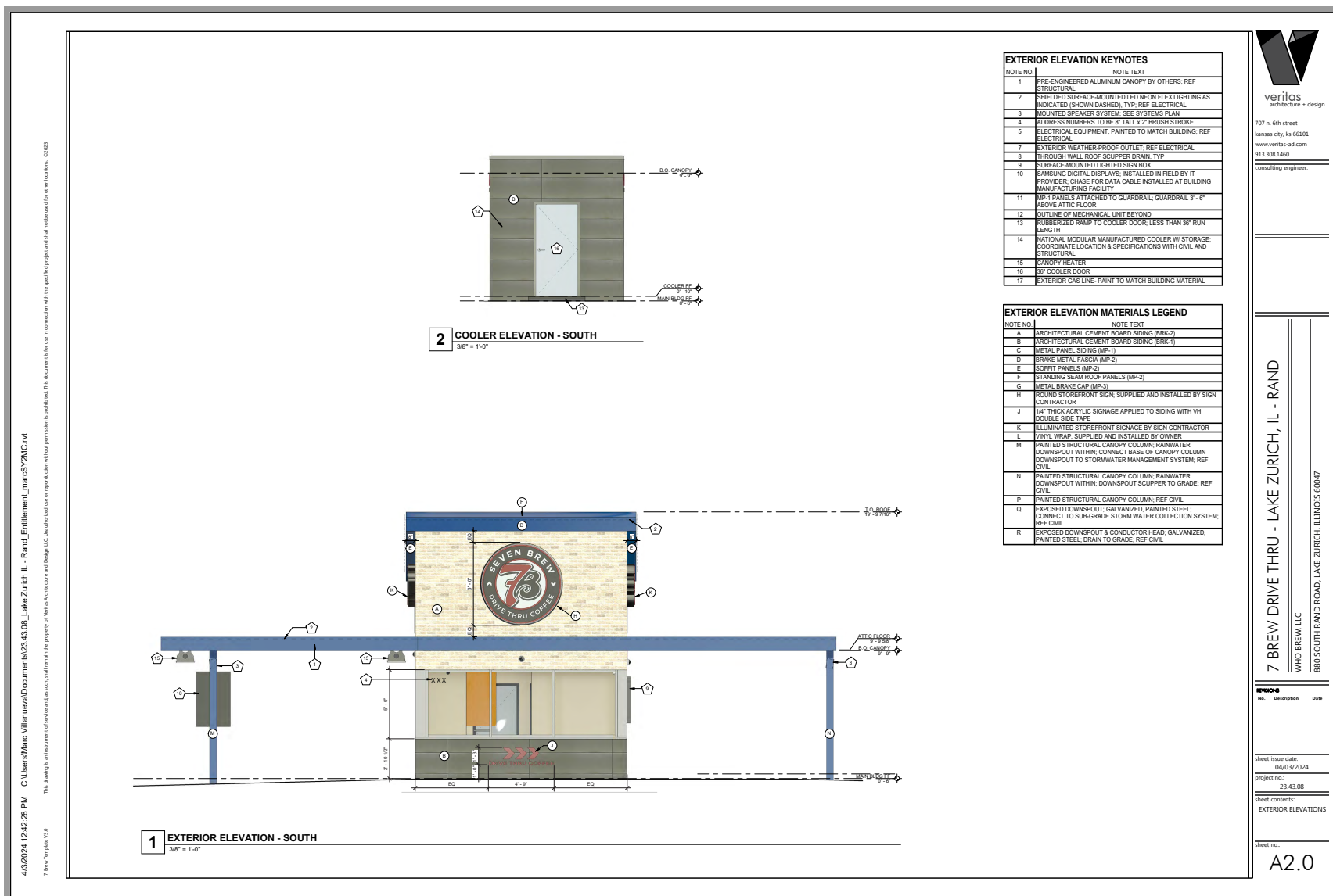
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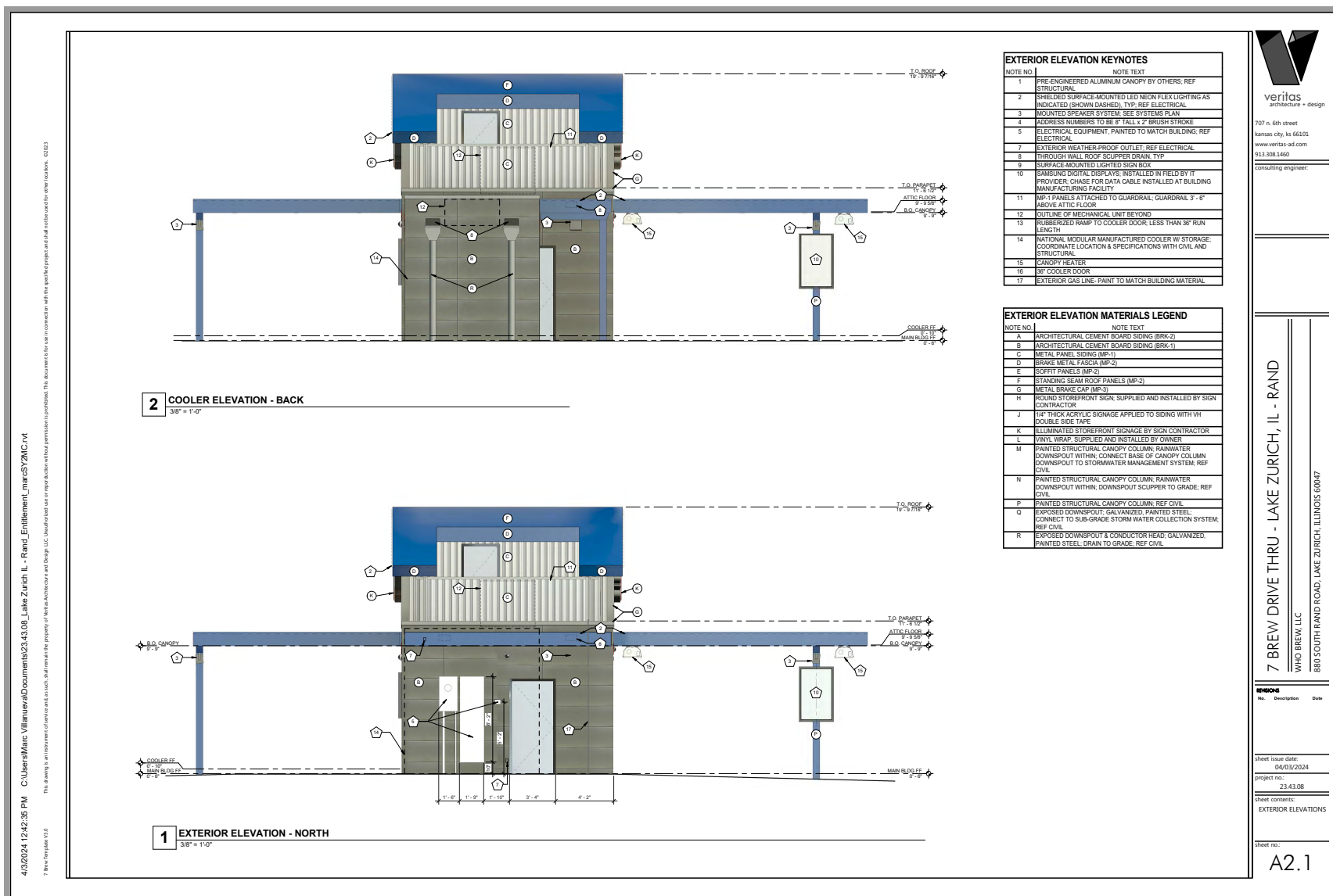
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***          ***          ***          ***          ***
                                HYDROGRAPH AT STATION 2000
                                FOR PLAN 1, RATIO = 3.34
TOTAL RAINFALL = 3.34, TOTAL LOSS = .86, TOTAL EXCESS = 2.48
PEAK FLOW      TIME      6-HR      24-HR      72-HR      4.98-HR
+ (CFS)        (HR)
+ 2.          .37      (CFS)
                        0.          0.          0.          0.
                        (INCHES) 2.484 2.484 2.484 2.484
                        (AC-FT)  0.          0.          0.          0.
CUMULATIVE AREA = .00 SQ MI
1
PEAK FLOW AND STAGE (END-OF-PERIOD) SUMMARY FOR MULTIPLE PLAN-RATIO ECONOMIC COMPUTATIONS
  FLOWS IN CUBIC FEET PER SECOND, AREA IN SQUARE MILES
    TIME TO PEAK IN HOURS
OPERATION      STATION  AREA  PLAN      RATIOS APPLIED TO PRECIPITATION
                                RATIO 1
                                3.34
HYDROGRAPH AT
+              1000    .00   1  FLOW
                                TIME
                                .42
HYDROGRAPH AT
+              2000    .00   1  FLOW
                                TIME
                                .37
*** NORMAL END OF HEC-1 ***
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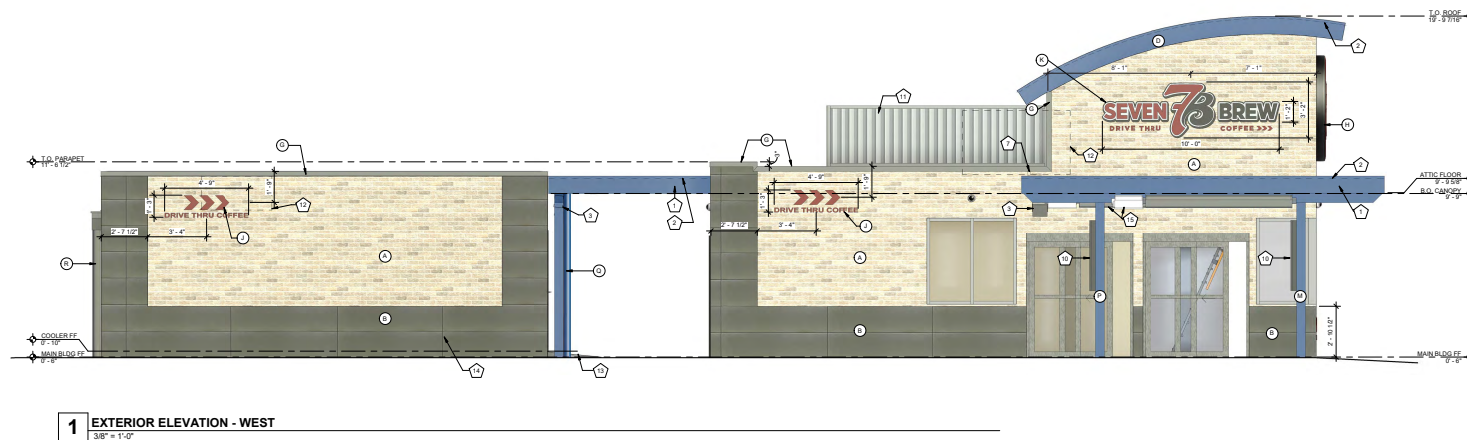




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7:00m Template V1.0

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NOTE NO.	NOTE TEXT
A	ARCHITECTURAL CEMENT BOARD SIDING (BRK-2)
B	ARCHITECTURAL CEMENT BOARD SIDING (BRK-1)
C	METAL PANEL SIDING (BRK-1)
D	BRASS METAL FASCIA (MP-2)
E	SOFFIT PANELS (MP-2)
F	STANDING SEAM ROOF PANELS (MP-2)
G	METAL BRASS CAP (MP-3)
H	ROUND STOREFRONT SIGN, SUPPLIED AND INSTALLED BY SIGN CONTRACTOR
J	1/4" THICK ACRYLIC SIGNAGE APPLIED TO SIDING WITH VH DOUBLE SIDE TAPE
K	ILLUMINATED STOREFRONT SIGNAGE BY SIGN CONTRACTOR
L	VINYL WRAP, SUPPLIED AND INSTALLED BY OWNER
M	PAINTED STRUCTURAL CANOPY COLUMN, RAINWATER DOWNSPOUT WITHIN, CONNECT BASE OF CANOPY COLUMN DOWNSPOUT TO STORMWATER MANAGEMENT SYSTEM, REF CIVIL
N	PAINTED STRUCTURAL CANOPY COLUMN, RAINWATER DOWNSPOUT WITHIN, DOWNSPOUT SCUPPER TO GRADE, REF CIVIL
P	PAINTED STRUCTURAL CANOPY COLUMN, REF CIVIL
Q	EXPOSED DOWNSPOUT, GALVANIZED, PAINTED STEEL, CONNECT TO SUB-GRADE STORM WATER COLLECTION SYSTEM, REF CIVIL
R	EXPOSED DOWNSPOUT & CONDUCTOR HEAD, GALVANIZED, PAINTED STEEL, DRAIN TO GRADE, REF CIVIL

NOTE NO.	NOTE TEXT
1	PRE-ENGINEERED ALUMINUM CANOPY BY OTHERS, REF STRUCTURAL
2	SHIELDED SURFACE-MOUNTED LED NEON FLEX LIGHTING AS INDICATED (SHOWN DASHED), TYP. REF ELECTRICAL
3	MOUNTED SPEAKER SYSTEM, SEE SYSTEMS PLAN
4	ADDRESS NUMBERS TO BE 8" TALL 1/2" BRUSH STROKE
5	ELECTRICAL EQUIPMENT, PAINTED TO MATCH BUILDING, REF ELECTRICAL
7	EXTERIOR WEATHER-PROOF OUTLET, REF ELECTRICAL
8	THROUGH WALL ROOF SCUPPER DRAIN, TYP
9	SURFACE-MOUNTED LIGHTED SIGN BOX
10	STANDARD DIGITAL DISPLAY, INSTALLED IN FIELD BY IT PROVIDER, CHASE FOR DATA CABLE INSTALLED AT BUILDING MANUFACTURING FACILITY
11	8"X12" PANELS ATTACHED TO GUARDRAIL, GUARDRAIL, 3" - 6" ABOVE ATTIC FLOOR
12	OUTLINE OF MECHANICAL UNIT BEYOND
13	RUBBERIZED RAMP TO COOLER DOOR, LESS THAN 36" RUN LENGTH
14	NATIONAL MODULAR MANUFACTURED COOLER W/ STORAGE, COORDINATE LOCATION & SPECIFICATIONS WITH CIVIL AND STRUCTURAL
15	CANOPY HEATER
16	36" COOLER DOOR
17	EXTERIOR GAS LINE, PAINT TO MATCH BUILDING MATERIAL



707 N. 6th Street
Kansas City, MO 66101
www.veritas-ad.com
913.308.1460

consulting engineer:

7 BREW DRIVE THRU - LAKE ZURICH, IL - RAND

WHO BREW, LLC

880 SOUTH RAND ROAD, LAKE ZURICH, ILLINOIS 60047

Revisions

No. Description Date

Sheet issue date:

04/03/2024

project no.:

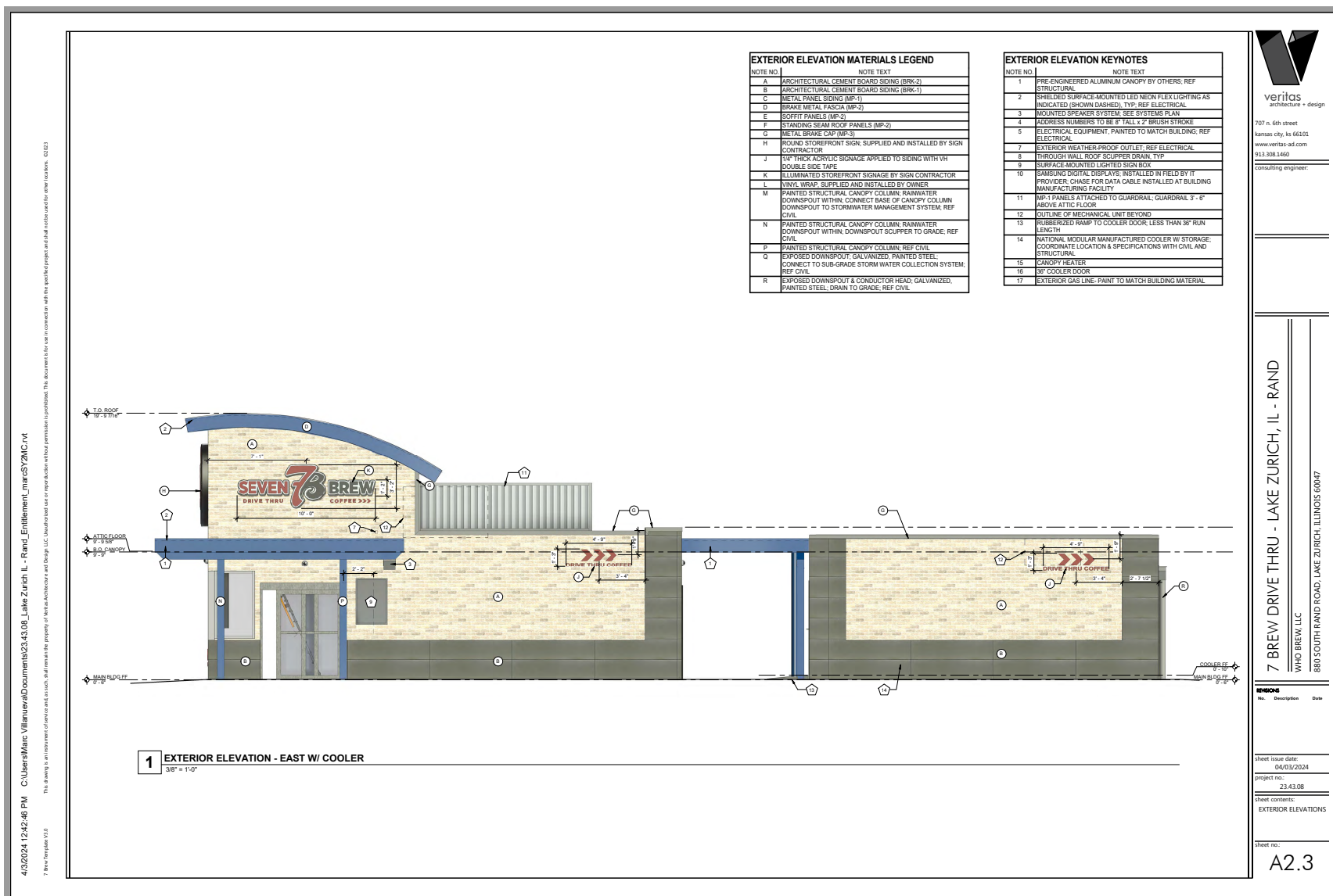
23.43.08

Sheet contents:

EXTERIOR ELEVATIONS

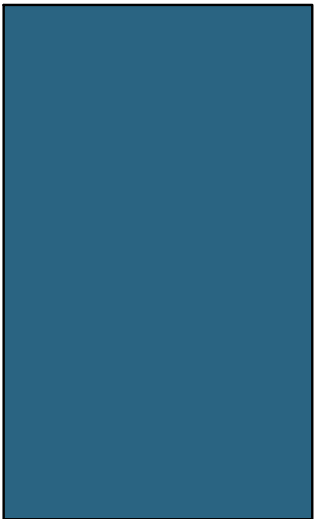
Sheet no.:

A2.2

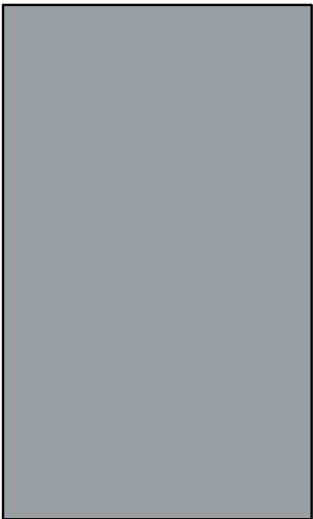




VERTICAL METAL PANEL MP-1
BRAND: BERRIDGE
COLOR: ZINC GREY
FINISH: BR-12



BLUE METAL PANEL MP-2
BRAND: BERRIDGE
COLOR: ROYAL BLUE
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .26



COPING TRIM METAL MP-3
BRAND: BERRIDGE
COLOR: ZINC GREY
FINISH: LOW SHEEN SMOOTH - REFLECTIVITY .39



THIN BRICK PANEL SIDING - BRK-1
BRAND: NICHHA
COLOR: STEELE
FINISH: TUFFBLOCK



THIN BRICK PANEL SIDING - BRK-2
BRAND: NICHHA
COLOR: SHALE BROWN
FINISH: CANYON BRICK

23.43.08
7 BREW DRIVE THRU -
LAKE ZURICH, IL -
RAND
04/03/2024

MATERIAL COLOR
BOARD

General Attachment: 6e.pdf (Page 82 of 153)



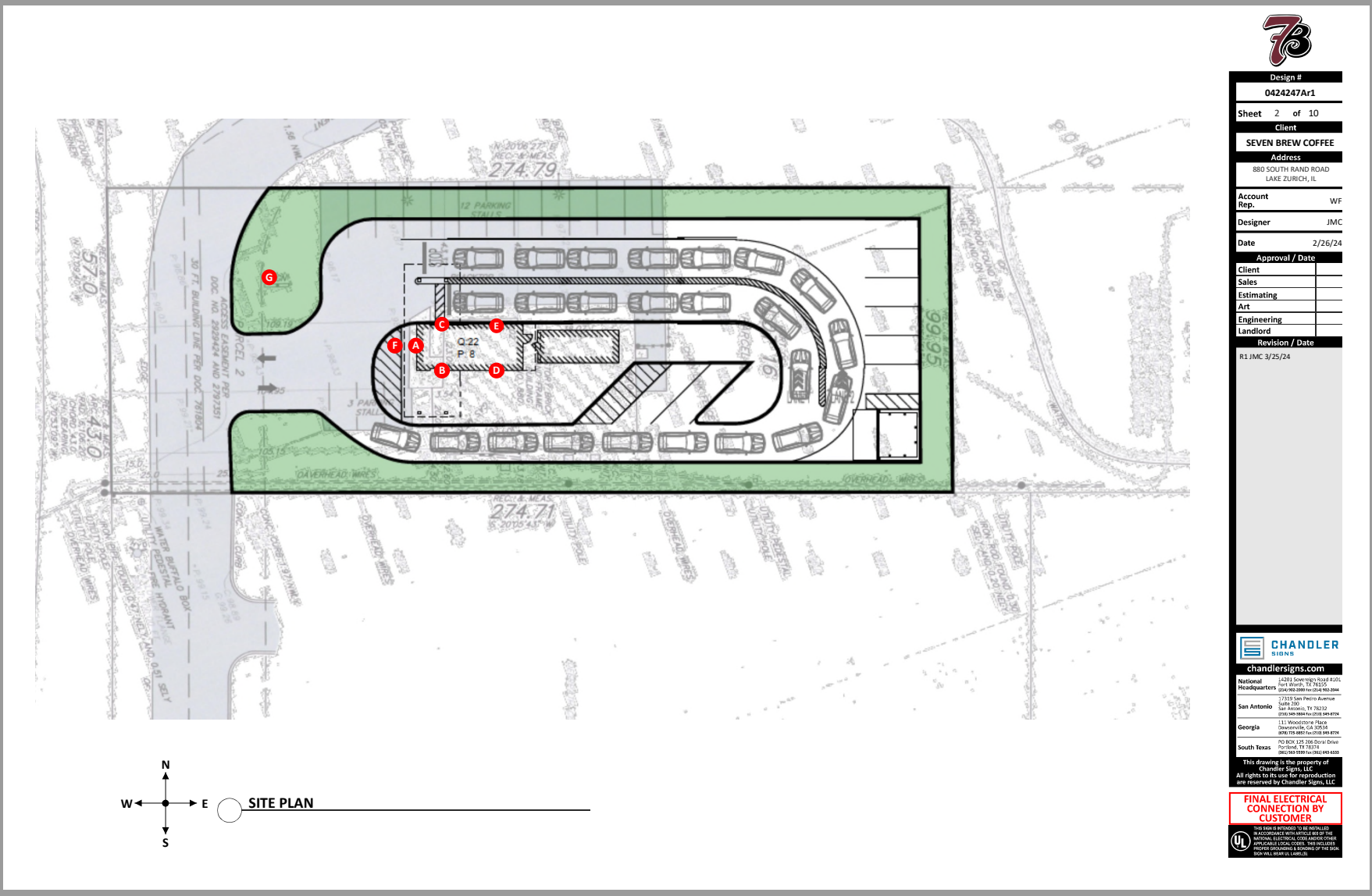
SEVEN BREW DRIVE THRU COFFEE
880 SOUTH RAND ROAD
LAKE ZURICH, IL
WO# 0424247A

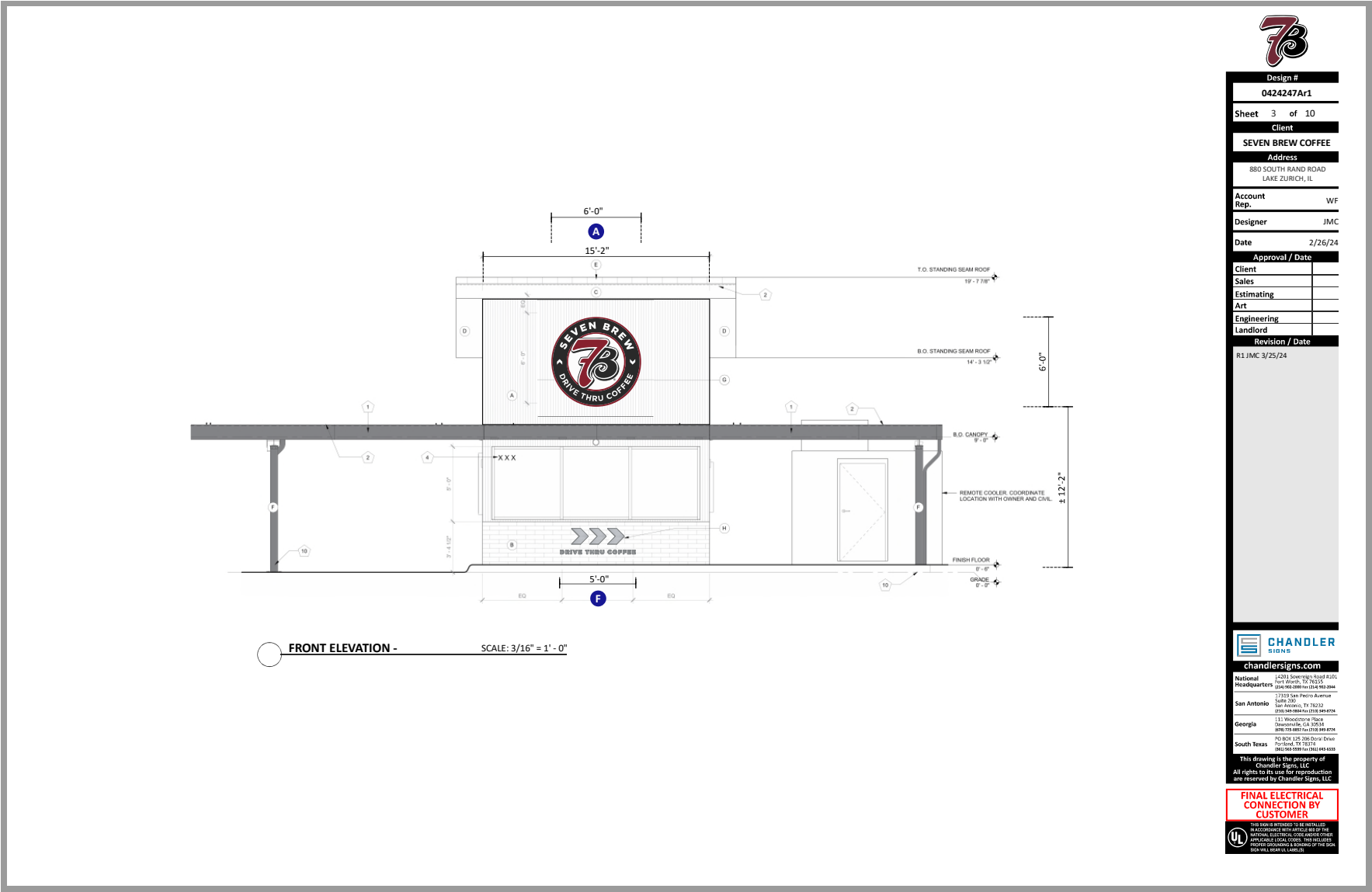


14201 Sovereign Road #101
Fort Worth, TX 76155
(214) 902-2000 Fax (214) 902-2044



Design #	
0424247Ar1	
Sheet	1 of 10
Client	
SEVEN BREW COFFEE	
Address	
880 SOUTH RAND ROAD LAKE ZURICH, IL	
Account Rep.	WF
Designer	JMC
Date	2/26/24
Approval / Date	
Client	
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Art	
Engineering	
Landlord	
Revision / Date	
R1 JMC 3/25/24	
chandler signs.com National Headquarters 14201 Sovereign Road #101 Fort Worth, TX 76155 (214) 902-2000 Fax (214) 902-2044	
San Antonio 27818 San Pedro Avenue Suite 200 San Antonio, TX 78222 (214) 486-8800 Fax (214) 486-8801	
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FINAL ELECTRICAL CONNECTION BY CUSTOMER 	







Design #
0424247Ar1

Sheet 4 of 10

Client
SEVEN BREW COFFEE

Address
880 SOUTH RAND ROAD
LAKE ZURICH, IL

Account Rep. WJ

Designer JMC

Date 2/26/24

Approval / Date

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FINAL ELECTRICAL CONNECTION BY CUSTOMER

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ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS NATIONAL ELECTRICAL CODE.

ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS NATIONAL ELECTRICAL CODE.

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ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS NATIONAL ELECTRICAL CODE.

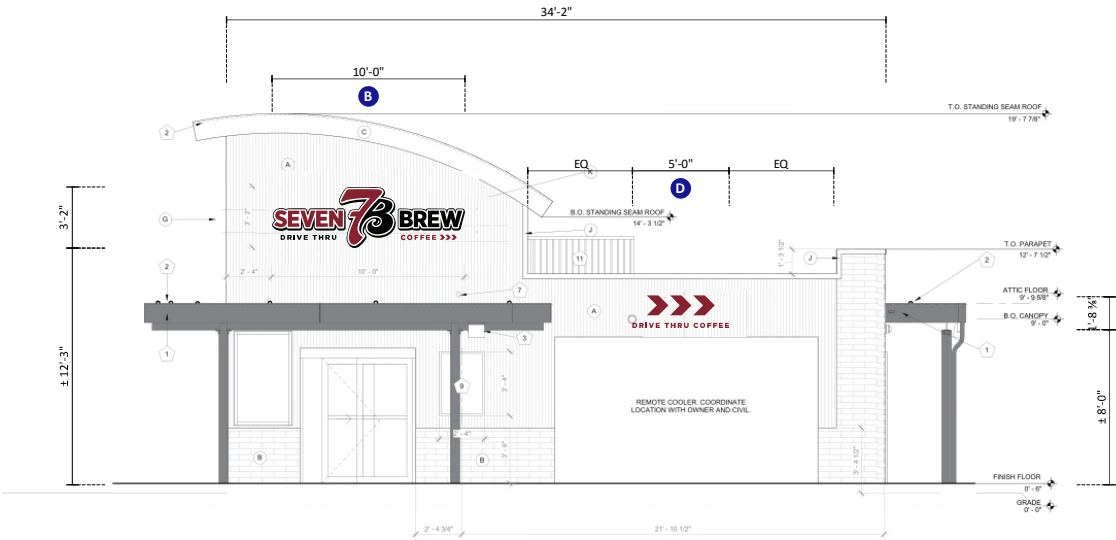
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ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS NATIONAL ELECTRICAL CODE.

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ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE ILLINOIS NATIONAL ELECTRICAL CODE.



SIDE ELEVATION - SCALE: 3/16" = 1' - 0"



Design #	0424247Ar1
Sheet	5 of 10
Client	SEVEN BREW COFFEE
Address	880 SOUTH RAND ROAD LAKE ZURICH, IL
Account Rep.	WF
Designer	JMC
Date	2/26/24

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Landlord	

Revision / Date	
R1 JMC 3/25/24	

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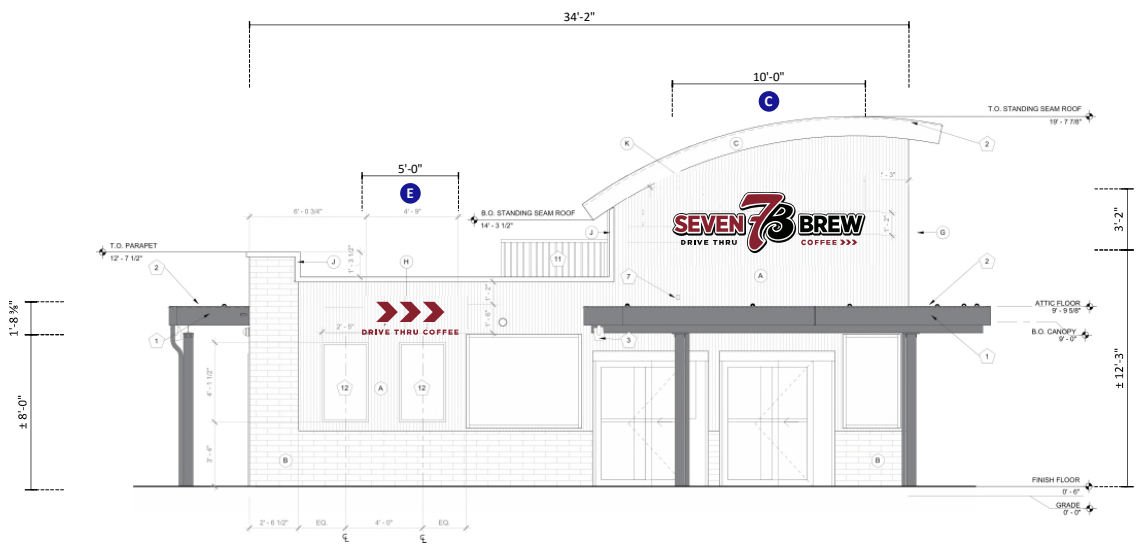
Georgia
111 Woodmore Place
Davenport, GA 30535
(478) 755-1234

South Texas
700 West 10th Street, Suite 100
Portland, TX 75174
(409) 383-1234

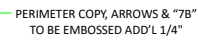
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DRIVE THRU ELEVATION - SCALE: 3/16" = 1' - 0"

 BLACK

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SIGNS

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National Headquarters
12391 South Riverfront Road, Suite 400
Northridge, TX 78135
Phone: (281) 298-2200 Fax: (281) 298-2204

San Antonio
27335 San Antonio Avenue
Suite 200
San Antonio, TX 78232
(210) 360-0880 Fax: (210) 360-0878


Georgia
131 Woodmonte Park
Dunwoody, GA 30034
(770) 406-0000 Fax: (770) 406-0001

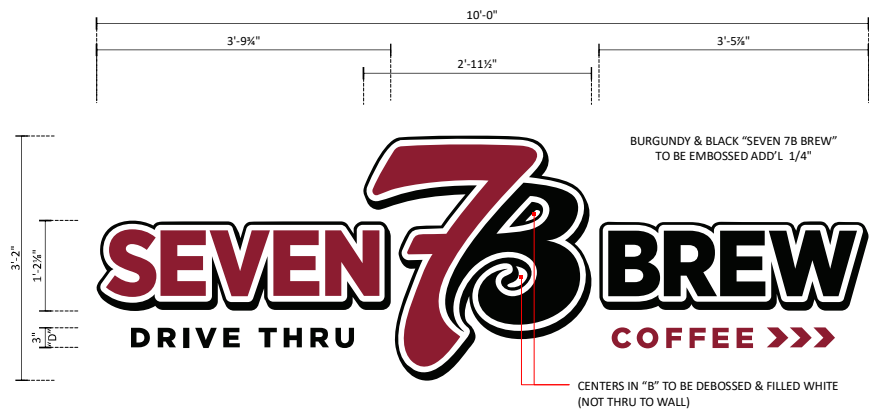
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CHANDLER SIGNS, LLC DOES NOT
WARRANT THE SIGN OR THE INSTALLATION.

 **UL**
LISTED
ELECTRICAL
EQUIPMENT



B C S/F ILLUMINATED SIGN SCALE: 3/4" = 1'-0"
TWO [2] SET(S) REQUIRED - MANUFACTURE & STOCK: 32.08 SQ.FT. EACH SET

5" DEEP ALUMINUM EMBOSSED-FACE, LED ILLUMINATED "SEVEN 7B BREW" WALL SIGN w/ RAISED VINYL GRAPHICS PER COLOR KEY -
1/2" DEEP FCO'S TO READ "DRIVE THRU" & "COFFEE>>>" PAINTED PER COLOR KEY - BACKS DRILLED & TAPPED FOR STUD-MOUNTING



SIMULATED NIGHT VIEW

"SEVEN 7B BREW":
4" DEEP SINGLE FACED ALUMINUM SIGN
CABINETS - RETURNS PAINTED BLACK -
INTERIOR PAINTED LIGHT-ENHANCING WHITE

FORMED & EMBOSSED PAN POLYCARBONATE
FACES W/ TRANSLUCENT FILM GRAPHICS (SEE COLOR KEY) -
BLOCK OUT VINYL AS REQ'D
CENTERS IN "B" ON LOGO TO BE DEBOSS'D -
SEE EXAMPLE PHOTO BELOW

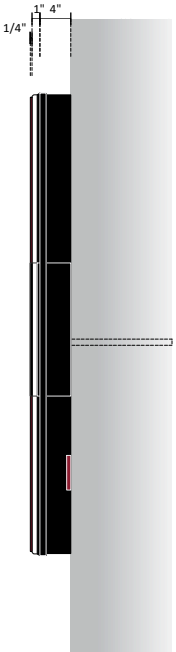
1/4" DIA. WEEP HOLES IN LOW POINTS OF
CABINETS w/ ALUMINUM LIGHT SCREENS @
EACH WEEP HOLE TO PREVENT LIGHT LEAKS

INTERNALLY ILLUMINATED w/ 7100K WHITE GE
TETRAMAX LED'S - REMOTE POWER SUPPLIES -
CUSTOMER TO PROVIDE POWER TO SIGN

120 - 277 VAC 20A 2-POLE SWITCH w/ BELL
MX1050 COVER

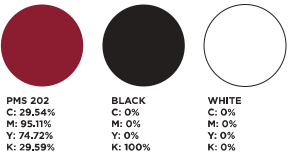
TO BE FLUSH MOUNTED TO FASCIA w/ NON-
CORROSIVE HARDWARE AS REQ'D

"DRIVE THRU" & "COFFEE>>>":
1/2" DEEP ALUMINUM FLAT CUT-OUT LETTERS
(SEE COLOR KEY) - TO BE STUD-MOUNTED FLUSH
TO FASCIA



END VIEW

BRAND COLORS



Design #	0424247Ar1
Sheet	7 of 10
Client	SEVEN BREW COFFEE
Address	880 SOUTH RAND ROAD LAKE ZURICH, IL
Account Rep.	WF
Designer	JMC
Date	2/26/24
Approval / Date	
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Landlord	
Revision / Date	
R1 JMC 3/25/24	



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954.985.0000 or 954.985.0001

San Antonio 27113 San Pedro Avenue
Suite 200
San Antonio, TX 78212
210.486.1880 or 210.486.1881

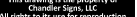
Georgia 111 Woodcreek Place
Davenport, GA 30535
909.795.0000 or 909.795.0001

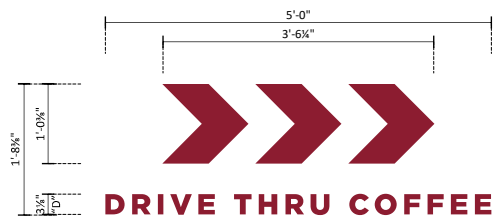
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THIS SIGN & STRUCTURE SHALL BE INSTALLED
IN ACCORDANCE WITH THE UL LIST OF THE
NATIONAL ELECTRICAL CODE (NEC) CODE
APPLICABLE TO THE SIGN. THE SIGN SHALL
BE PROPERLY GROUNDING & BONDING OF THE SIGN
POST SHALL BE A 1/2" DIA.

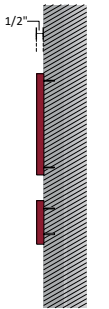




DE FLAT CUT-OUT SIGN SCALE: 3/4" = 1'-0"

TWO (2) SET(S) REQUIRED - MANUFACTURE & STOCK:

1/2" DEEP FCO'S TO READ "DRIVE THRU COFFEE>>>" -
PAINTED TO MATCH PMS 202c BURGUNDY - -
BACKS DRILLED & TAPPED FOR FLUSH STUD-MOUNTING -
NON-ILLUMINATED



SIDE VIEW N.T.S.



Design #	0424247Ar1
Sheet	8 of 10
Client	SEVEN BREW COFFEE
Address	880 SOUTH RAND ROAD LAKE ZURICH, IL
Account Rep.	WF
Designer	JMC
Date	2/26/24

Approval / Date
Client
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Estimating
Art
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Landlord

Revision / Date
R1 JMC 3/25/24



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761-988-1111

San Antonio 77113 San Pedro Avenue
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IN ACCORDANCE WITH THE ILLINOIS
NATIONAL ELECTRICAL CODE (NEC) AND
APPROPRIATE LOCAL CODES. THE INSTALLER
MUST PROVIDE A COPY OF THE SIGN
PERMITS TO THE LOCAL PERMITS
DEPARTMENT.



Design #	0424247Ar1
Sheet	9 of 10
Client	SEVEN BREW COFFEE
Address	880 SOUTH RAND ROAD LAKE ZURICH, IL
Account Rep.	WF
Designer	JMC
Date	2/26/24
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Art	
Engineering	
Landlord	
Revision / Date	
R1 JMC 3/25/24	


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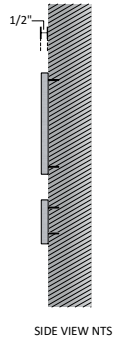
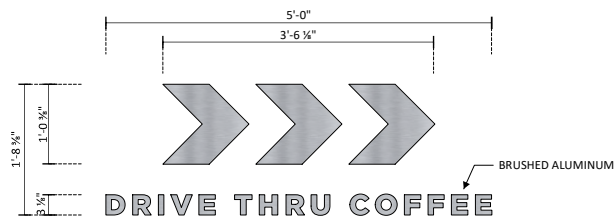
San Antonio
27313 San Pedro Avenue
Suite 200
San Antonio, TX 78232
210-486-1111 / 210-486-1112

Georgia
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Davenport, GA 30535
800-755-0070 / 210-486-1112






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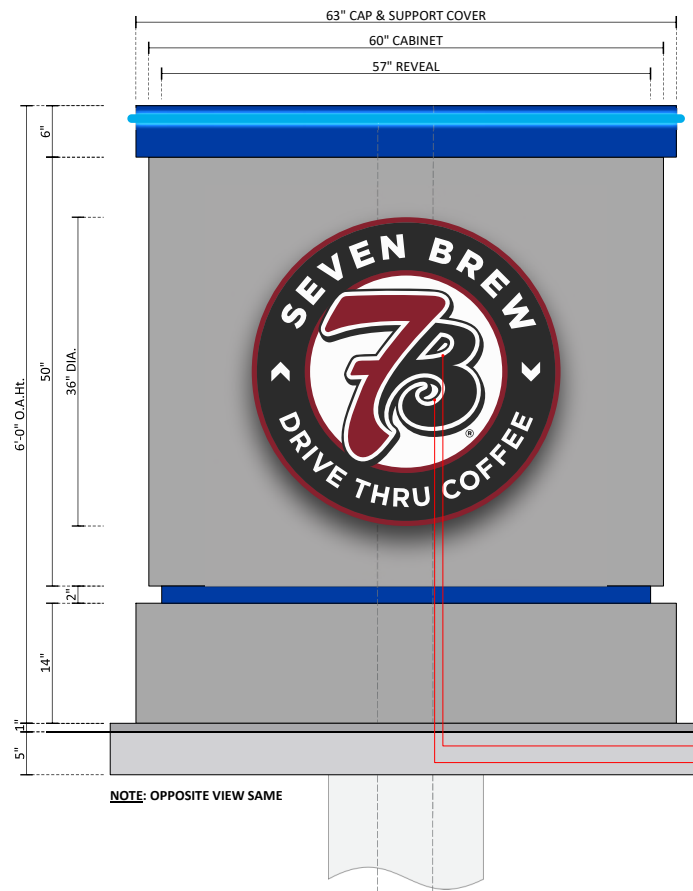
BRAND COLORS

 PMS 202 C: 29.54% M: 95.11% Y: 74.72% K: 29.59%	 BLACK C: 0% M: 0% Y: 0% K: 100%	 WHITE C: 0% M: 0% Y: 0% K: 0%	 PMS 293 C: 100% M: 63% Y: 0% K: 35%
 BRUSHED ALUMINUM			

F FLAT CUT OUT SIGN SCALE: 3/4" = 1'-0"

ONE (1) SET REQUIRED - MANUFACTURE & INSTALL
1/2" DEEP FCOs TO READ "DRIVE THRU COFFEE>>>" PIN MOUNT
FLUSH TO WALL - BRUSHED ALUMINUM, HORIZONTAL GRAIN
NON ILLUMINATED

**NOTE: EXACT SURVEY OF INSTALL AREA REQ'D PRIOR TO MANUFACTURE
EXACT PLACEMENT TO BE DETERMINED**



OPT B.4a X D/F MONUMENT SIGN - 6'-0" O.A.Ht.
ONE [1] REQUIRED - MANUFACTURE & INSTALL

SCALE: 1" = 1'-0"

METAL COPING & REVEAL PAINTED BLUE - SEE COLOR KEY

BLUE TETRA CONTOUR GEN 2 SIDE BEND LED ACCENT LIGHTING MOUNTED TO TOPPER

FABRICATED ALUMINUM SIGN CABINET PAINTED TO MATCH PANTONE COOL GRAY 6c

3" DEEP ILLUMINATED LOGO MEDALLION - FORMED & EMBOSSED FACE w/ LOGO TO MATCH COLOR KEY - INTERNALLY ILLUMINATED w/ WHITE LED'S - WEEP HOLES AT LOW POINTS OF LETTERS - FLUSH-MOUNTED TO MONUMENT FACES

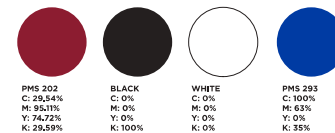
FABRICATED ALUMINUM SUPPORT COVER PAINTED TO MATCH PANTONE COOL GRAY 6c

6" MOW PAD 1" ABOVE GRADE @ 3" PERIMETER

PIER TYPE FOUNDATION w/ STEEL PIPE SUPPORTS & CONCRETE TO REQUIRE ENGINEERING TO WITHSTAND NATIVE CONDITIONS & WIND LOAD, CODE ETC.

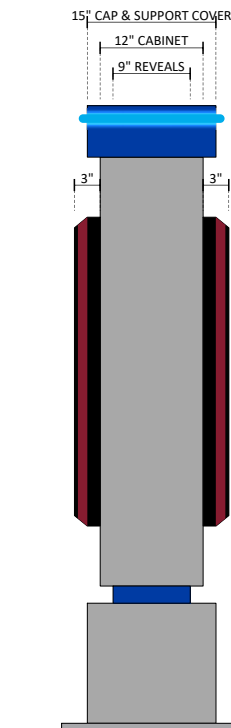
SUB-GRADE ELECTRICAL SERVICE REQUIRED BY GC/CUSTOMER'S ELECTRICIAN PRIOR TO INSTALLATION

BRAND COLORS



CENTERS IN "B" TO BE DEBOSSD & FILLED WHITE (NOT THRU TO WALL)

FIELD SURVEY REQUIRED
PRIOR TO MANUFACTURE



NOTE: OPPOSITE VIEW SAME

END VIEW



Design #	0419266Ar16
Sheet	11 of 23
Client	SEVEN BREW COFFEE
Address	VARIOUS LOCATIONS
Account Rep.	WLF/JMR
Designer	TS
Date	11/22/22

Revision / Date
r1-AC-2/1/23: Add approved stock order drawings for C & D; add A opt3; add B opt3
r2-AC-2/8/23: Rev. Sign B opt.3
r3-AC-2/13/23: Add A TX FAST opt3; add A gas opt, del B opt 3
r4-Medallion and Letter Logo - back to flush mount. Flat seams on monument top. Blue neon added to all Medallion pylons.
r5-KMc-3/9/23: Fill in white on channel letter logos instead of thru-to-wall openings
r6-KMc-4/12/23: Add Clearance Bar
r7-AC-5/15/23: Upd pylon opt's gray cfr callout; upd labeling
r8-AC-5/25/23: Upd bldg signs to flush mount; pylon w/ rttrs
r9-KMc-6/7/23: Delete 2 pylon types
r10-AC-6/9/23: upd contour callout
r11-RMS-7/10/23: Align logos on tower per email
r12-KMc-7/20/23: Revise OPT A.1 call
r13-TS-8/21/23: 10pt. & Decimal Conversion
r14-MAB-8/29/23: Updates per APV answers
r15-AC-11/20/23: Add mon.opt.
r16-MAB-11/30/23: Add B.4 mon. opt's



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14201 Sawgrass Road #101
Fort Worth, TX 76155
David.McCormick@chandersigns.com
37335 San Pedro Avenue
Suite 200
San Antonio, TX 78212
210.988.9898 or 210.988.9899
Georgia
111 Woodstone Place
Decaturville, GA 30034
800.755.4622 or 210.988.9899
South Texas
PO Box 175250 South Drive
Portland, TX 78134
956.363.3633 or 210.988.9899

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FINAL ELECTRICAL CONNECTION BY CUSTOMER





1550 East Republic Road
Springfield, MO 65804
tothassociates.com
417.888.0645

April 11, 2024

**Orlando Stratman
Planning and Zoning Commission Chair
Village of Lake Zurich, Illinois**

RE: 7-Brew-Lake Zurich, IL-Trip Generation Memorandum

Dear Mr. Stratman,

Please accept this letter as documentation of our trip generation memorandum for a 7-Brew site proposed to be located at 880 South Rand Road, in Lake Zurich, Illinois. The site is to be located at the parcel next to the intersection of the Rand Road Frontage Road and Pheasant Ridge Road. The project proposes to develop a drive-through only coffee restaurant on a currently developed parcel. This memorandum summarizes our traffic study analysis and recommendations based on previous 7 Brew project.

The project site is located along the Frontage Road of Rand Road, just northeast of where Rand Road intersects with Pheasant Ridge Road. The project site plan is shown on **Figure 1**. Access to the site will be from the Frontage Road which can be accessed from Pheasant Ridge Road approximately 240'± Southeast of the Pheasant Ridge Road and the Rand Road Frontage Road intersection. The property is currently zoned as Regional Shopping (B-3). Per the zoning ordinances of the Village of Lake Zurich, this zoning is appropriate for a restaurant with a drive-through, therefore, the property will not need to be rezoned for the proposed 7-Brew (Sections 9-4-2 & 9-4-3 of the "Village Code of Lake Zurich, Illinois").

Given the proposed attributes of the development, most of the trips would be attracted to the coffee shop as a part of existing trips to other intended destinations. Studies have indicated that convenience-oriented uses such as fast food, car washes, convenience stores, and gas stations tend to attract a significant amount of "pass-by trips". These types of trips are already utilizing the roadway for another intended use and generally turn into the site to utilize the uses of the proposed site before continuing to the original destination. Therefore, the trips would generate turning movements into the access for the proposed site but would not generate entirely new trips for the surrounding roadway systems. Utilizing the Institute of Transportation Engineers (ITE) 11th Edition Trip Generation manual, see the following table:



Toth & Associates, Inc.

Table 1.1.1: Trip Generation for 7-Brew Proposed Site

ITE LAND USE CODE	DESCRIPTION OF ITE CODE	UNITS	EXPECTED UNITS	WEEKDAY AM PEAK HOUR			WEEKDAY MD PEAK HOUR			WEEKDAY PM PEAK HOUR		
			Ind. Variable	In	Out	Total	In	Out	Total	In	Out	Total
938	Coffee/Donut Shop with Drive- Through and No Indoor Seating	DTL ¹	2	44	45	89	10	11	21	15	15	30
	Pass-by Traffic (90% AM/84% Mid/98% PM)			40	40	80	9	9	18	14	14	28
	New Trips			4	5	9	1	2	3	1	1	2
DTL 1 = # of drive-through lanes												

The average daily rate and applied Vehicle Time of Day Distribution from the Appendices of the 11th Edition ITE Trip Generation Manual for the 12 PM to 1 PM time period was used to calculate the trip generation for the weekday midday (the midday trip generation could change slightly if the peak hour is not noon to 1 PM). Based on the table above, the total combined AM Peak Hour of 89 trips was comprised of 44 entering trips and 45 exiting trips. Similarly, The PM Peak Hour consisted of 30 trips, 15 entering and 15 exiting. After accounting for pass-by traffic during the AM and PM peak hour, this is an increase of 9 trips during the AM Peak Hour and an increase of 2 trips in the PM Peak Hour when compared to the existing traffic flow.

When taking parking and queueing into consideration, parking and queueing requirements are addressed in Chapter 10 of the "Village Code of Lake Zurich, Illinois" (9-10-1 F.2). The 7 Brew site is required to have 1 parking space per employee on a maximum shift, so there must be a minimum of 6 parking spaces. The site is currently designed with 8 parking spaces (1 of which is ADA compliant). Furthermore, the "Village Code of Lake Zurich, Illinois" (9-10-1 F.2) requires 8 minimum vehicular stacking spaces per drive through window for a restaurant with a drive through. Our drive through queue will have a 16-car capacity divided between 2 drive through lanes. So, the parking and queueing requirements laid out in the ordinances of



Toth & Associates, Inc.

the Village of Lake Zurich have been exceeded in the plans for this 7-Brew site which is appropriately zoned as a B-3 site.

In summary, we do not anticipate drive through coffee traffic to interfere with traffic flow. Any future additions to this site would warrant additional traffic generation memoranda, for consideration and review by City staff.

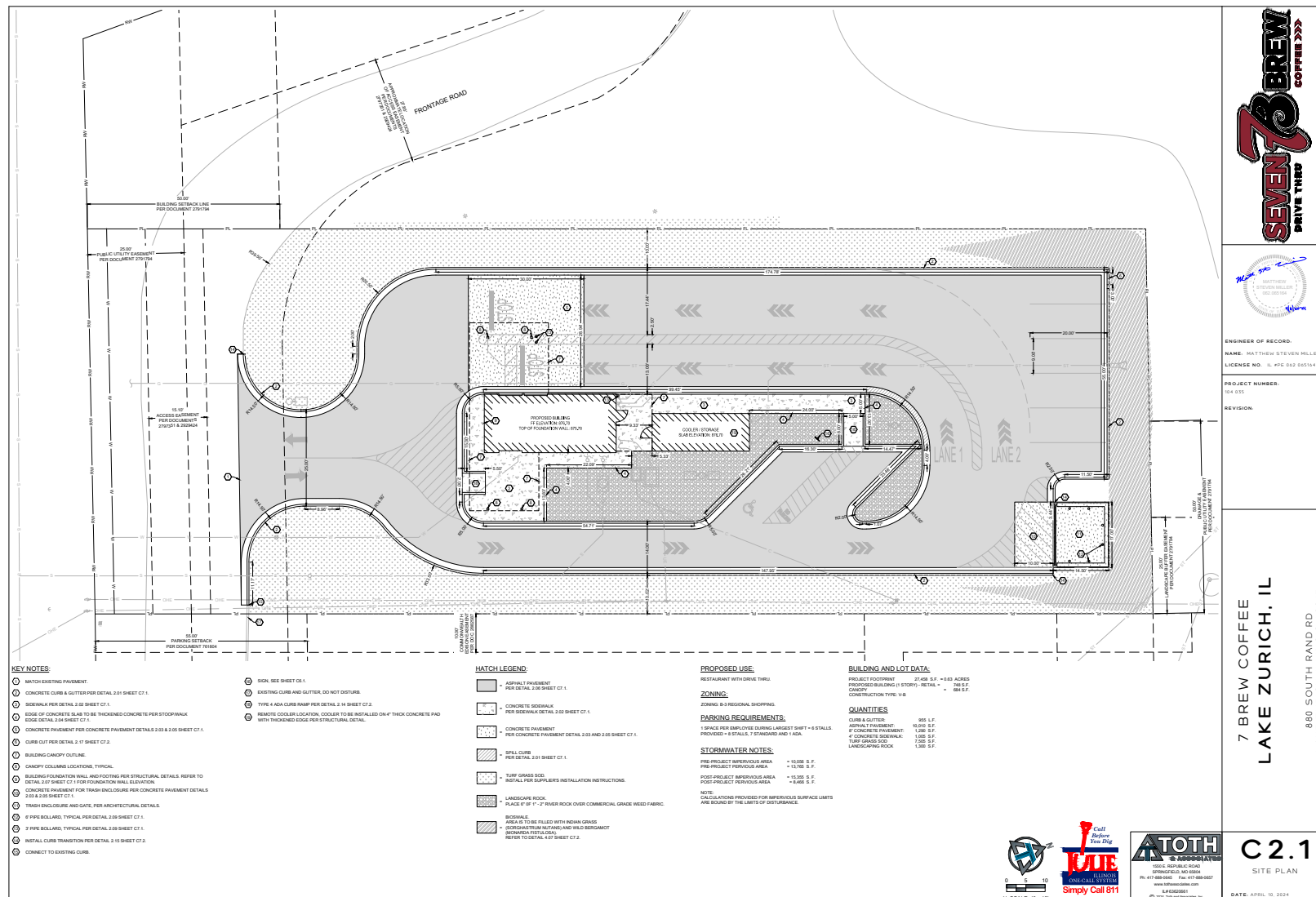
If you have any additional comments or questions, please don't hesitate to call me at 417-888-0645.

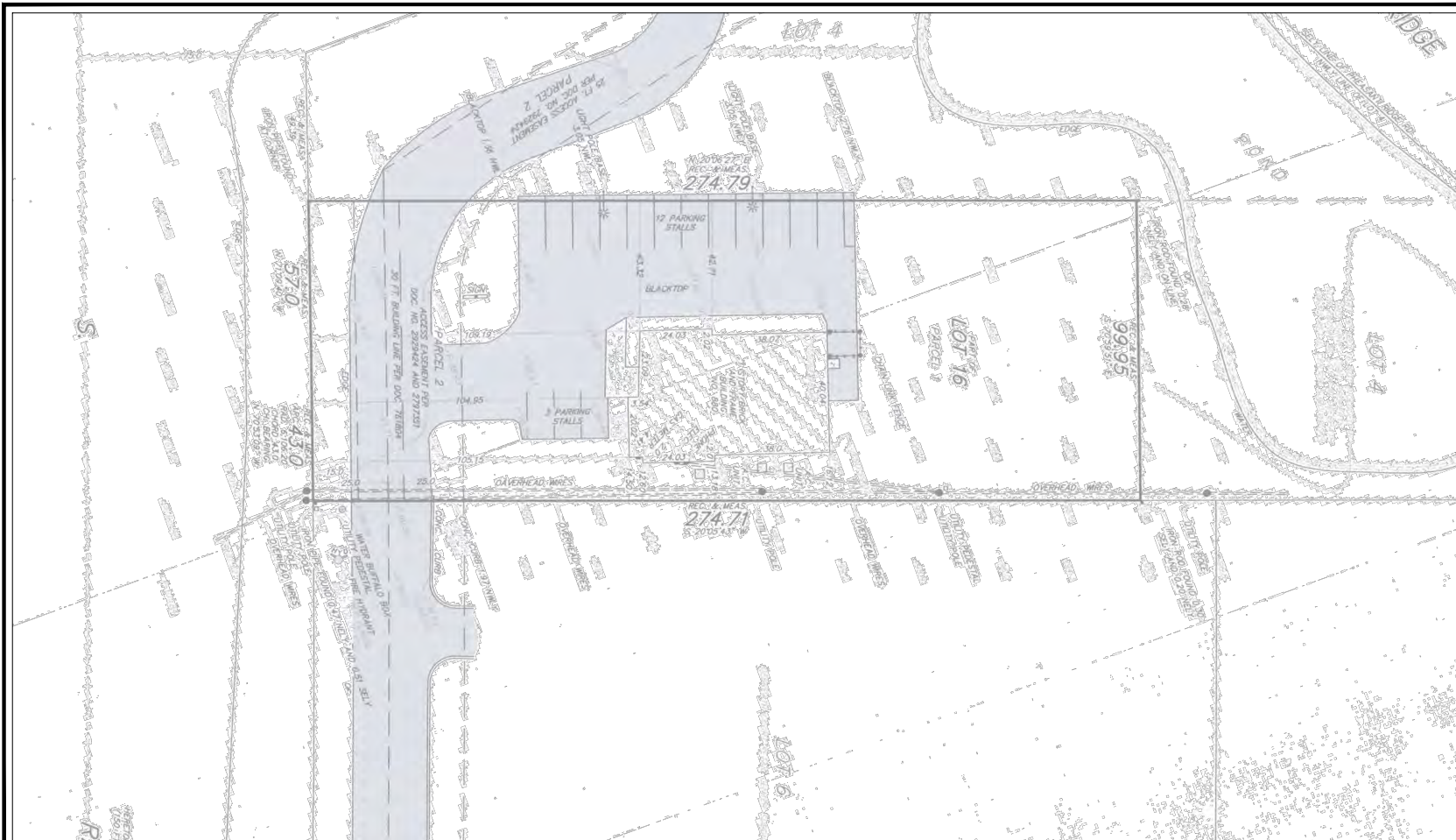
Respectfully,



Matt Miller PE
Vice President
Toth and Associates, Inc.







CONCEPTUAL SITE LAYOUT

880 S. Rand Rd.
Lake Zurich, IL 60047



JOB NUMBER: 104.035
ISSUED DATE: 01.22.2024

Toth & Associates, Inc.









From: [Sarosh Saher](#)
To: [Chris George](#)
Subject: RE: [External Sender] 880 S Rand Rd, Lake Zurich, IL | 7 Brew Submittal Documents
Date: Wednesday, May 8, 2024 3:26:00 PM
Attachments: [Engineering and Utility Review 1_880 S Rand Road_7 Brew Coffee_2024.04.29.pdf](#)
[Planning and Zoning Review 1_880 S Rand Road_7 Brew Coffee_2024.05.03.pdf](#)
[PR24- 064 - 880 S Rand - 7 Brew Coffee - Preliminary.pdf](#)

Hi Chris – I received comments back from Manhard and Fire Prevention on the submittal. I have attached them to this message for your reference. I have further added my recommendations to their comments to further clarify the position of staff on the project. Note: that while the comments do recommend changes to the exhibits, the Planning and Zoning review comments also pose a number of questions and request clarification. I would recommend that the questions and clarifications along with any minor changes be addressed prior to next week's meeting of the Planning and Zoning Commission. If there are substantial changes required by the comments, we would consider adding those as conditions to the PUD ordinance to be submitted later, but prior to consideration by the Village Board.

My additional recommendations/comments are below:

1. Please provide a point by point response to both Planning and Zoning comments Engineering and Landscape comments, at the very least to state that they will be addressed, answer the questions/provide clarification, or to state that revised drawings are forthcoming.
2. Site Plan denoting setbacks – while side setbacks were denoted on the site plan C2.1, include the front setback from Rand Road right-of-way and the rear setback from the rear lot line. Departures from the code may be granted for the setbacks.
3. Hours of operation are denoted as 5:30am to 10:00pm. However commercial delivery hours are generally prohibited between 9:00pm and 7:00am. These prohibition times also pertain to garbage pickup. Please note that deliveries and similar services will not be allowed during the prohibited hours even through the proposed hours of operation of the establishment may be approved by the Village Board.
4. Manhard's comments on the Traffic Study indicate that additional traffic will be added to the Frontage Road and the lighted intersection of Rand Road; and that the outbound trips count level could put approximately an additional one car per minute making this turning movement. We recommend that you address the AM and PM peak trip times and determine whether these will conflict with adjacent businesses and establishments that perhaps open, operate or remain closed at the peak hours thereby lowering the number of trips on these roadways.
5. The elevations note "Shielded surface-mounted LED neon flex lighting" to be installed around the front and side rooflines. Please aware that the village sign code states that "...6. Neon or LED lighting to outline doors, windows, architectural features, and building facades is prohibited." We recommend removing this lighting feature from the elevation treatment of the building.
6. The signage proposal shows departures from the wall sign and monument sign requirements. The village has typically required that signage meet the strict requirements of the sign code. The east side wall sign exceeds the requirement by 10sqft (25%) and the monument sign exceeds the requirement by approx. 47 sq.ft. (94%). The design of the monument sign may be modified to meet the measuring parameters used by the code to measure sign area. A

departure of 10% for signage would be considered as a departure.

7. The photometric plan shows minor departures from the code for light levels along the periphery of the site, which may be granted. However, the max lighting level under the canopy is at 30 f.c. The village has not granted departures to levels more than 20 f.c., even in the case of gas station canopies.
8. The landscape plan shows plant material on the west, north and east lot lines. Knowing that the property backs up to residential property on north and northeast, we strongly recommend that these segments of the property line be heavily landscaped with year-round screening landscape material in addition to the existing landscape material to the north around the existing detention pond. We additionally recommend that consideration be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window. We acknowledge that the trash enclosure will also act as a partial screen in its proposed location.
9. The Site Development (Engineering) plans show the easterly curb along the access to the site terminating at the property line (should be connected to existing curb at the adjacent property), but the westerly curb terminates at the edge of the approach pavement. This curb should be extended to the west property line.
10. Fee in lieu of sidewalk. While a sidewalk may not be required to be constructed along the frontage of the property with the right-of-way, a fee in lieu of sidewalk will be collected. The fee is based on \$20/sq.ft. for a 5-foot wide sidewalk, for the length of the property's street frontage with Rand Road – 100 feet.

We would be happy to discuss these and the attached comments further. I will also call you to discuss the PZC meeting next week. In the meantime, please let me know if you have any questions.

Thanks.

Sarosh

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

Engage with Lake Zurich at LakeZurich.org/Connect

From: Chris George <c.george@tartanrealtygroup.com>

Sent: Wednesday, May 8, 2024 9:53 AM

To: Sarosh Saher <Sarosh.Saher@lakezurich.org>

Subject: Re: [External Sender] 880 S Rand Rd, Lake Zurich, IL | 7 Brew Submittal Documents

Hey Sarosh,

Did you by chance receive any comments from Manhard on the submittal?

Also, do you have a few minutes to connect on the PZC meeting next week? Would like to understand structure of the meeting so I can prepare appropriately.



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

(847) 540-1696
LakeZurich.org

April 29th, 2024

Mr. Sarosh Saher
Director of Community Development
Village of Lake Zurich
505 Telser Road
Lake Zurich, Illinois 60047

PRELIMINARY ENGINEERING REVIEW #1 – NOT APPROVED PRELIMINARY UTILITY REVIEW #1 – NOT APPROVED

DEVELOPMENT: 880 S Rand Road
7 Brew Coffee
Lake Zurich, IL 60047

ITEMS RECEIVED:

- 1) Site Development Plans for Seven Brew Coffee dated 4/10/2024
- 2) ALTA Survey by Jens K Doe dated 12/14/2023
- 3) Runoff 2 year, 24 hour Hec-1 Model.
- 4) Existing Site Photos

On behalf of the Village of Lake Zurich, Manhard Consulting has completed a Preliminary Engineering review of the above referenced material for conformance with the Village ordinances and general accepted engineering practices. We reserve the right to generate additional comments on future submittals. The comments below are preliminary in nature. A detailed review will be provided with the final engineering plan submittal. By copy of this letter, we request that the Developer address all comments in a response letter and submit the appropriate revisions for further review.

General

- 1) The developer is required to provide verification and/or submit documentation of approval or sign off letters from all agencies other than the Village of Lake Zurich that exercise jurisdiction over this development (for example Lake County Public Works). Please submit a copy of all approvals received to-date and list any approvals pending in the response letter.
- 2) It shall be the Owner's responsibility to ensure compliance with the 2010 ADA Standards for Accessible Design and the 2018 Illinois Accessibility Code including revisions. A written statement or an as-built confirming compliant ADA accessible route from handicap parking stalls to building entrances is required for permit closeout.
- 3) An AutoTurn exhibit should be provided to confirm maneuverability of fire and garbage trucks on the site. The Fire Department should confirm that the AutoTurn movements are adequate for their operations.
- 4) The Village of Lake Zurich and Manhard Consulting shall be listed as additionally insured during construction.

Estimate of Probable Cost

- 5) An Engineer's Opinion of Probable Cost (EOPC) shall be submitted for the proposed site improvements and will be further evaluated as the engineering progresses. A Letter of Credit for in the amount of the proposed improvements affecting Village infrastructure will be required.

C-1.1 Demolition Plan

- 6) The ROW and Association property, specifically existing pavement and curb, shall be televised and documented and emailed to the Village prior to demolition. Existing pavement affected by construction may require replacement if damage occurs throughout the course of construction.
- 7) The locations of the existing utilities shall be shown on the plan. The plans show new services to be tapped. Abandonment of the existing utilities will be required at the associated main lines. The Water service shall be abandoned with a sleeve at the water main. The sanitary sewer service shall be mechanically capped at the main line.

C-1.2 Erosion Control Plan

- 8) The Village reserves the right to require additional SE/SC measures as construction occurs if sediment is observed leaving the site. The contractor must install additional measures immediately upon notification of any observed SE/SC issue. No response is required.
- 9) Concrete washout facilities should be proposed over level ground.
- 10) Please specify what degree of slopes are to receive erosion control blanket. It is recommended that all disturbed areas be seeded and covered with erosion control blanket.
- 11) It is recommended that decorative rock or rip rap be used where flow exits the curb lines. This will dissipate velocity on the steep landscaped slopes and discourage rutting in the turf grass.

Sheet C-2.1 Site Plan

- 12) Please submit pavement cross sections with structural numbers meeting the Lake Zurich commercial parking lot development ordinance section 10-6-20.
- 13) The heavy-duty pavement (SN 3.15) should extend to all areas that a garbage truck or any other heavy duty equipment is anticipated to drive over. This should be confirmed by the AutoTurn exhibit.
- 14) Public sidewalk should be constructed along the lot frontages in accordance with Village Ordinance 10-6-14. The sidewalk should meet Public Right-of-Way Access Guidelines, which can be found at <https://www.access-board.gov/provag/>. The Building Department should be contacted to determine if the applicant can provide a fee-in-lieu for areas without an existing sidewalk network or if there are site conditions that need to be considered.
- 15) It appears more spill curb should be hatched on the plan. See grading plan markup.

Sheet C-3.1 Grading Plan

- 16) Parking lot pavement should be designed to drain at minimum 1%. 0.5% should be considered the absolute minimum. See grading plan markup attached.
- 17) If gullies or rills form in the loose soil during vegetation establishment, the displaced soil shall be removed from the receiving basin and the gullies/rills filled and reseeded.
- 18) If fill is required to raise the site to the proposed grade, fill shall be placed in layers no greater than one foot loose before compaction. Compaction equipment shall be suitable for the material used as fill. An on-site soil scientist shall confirm the fill has been sufficiently compacted in lifts and a report sent to the Village of Lake Zurich. This report should verify that the building pad meets the bearing capacity requirements of the proposed foundation.

Sheet C-4.1 Utility Plan

Water Service

- 19) Water service material shall be type K copper per Lake Zurich Utility Material Standards.
- 20) Minimum 2" water service is required for commercial properties.
- 21) Fire department to confirm if a fire suppression system is required.
- 22) Water supply fixture unit (WSFU) shall be tabulated to confirm domestic service size.
- 23) Show the existing service size on the plans. A credit for the new domestic water service size will be applied based on the existing service size that will be abandoned.
- 24) The proposed water and sanitary service is noted as being open cut across Frontage Road. The following stipulations apply during this work:
 - a) Work that affects the entrance access shall be coordinated with other businesses.
 - b) Trench shall be backfilled in lifts of CA-6 Grade 9 not to exceed 8" in thickness for IDOT standard specifications and shall extend two feet (2') beyond any structural elements.
 - c) Trench boxes or shoring shall be used to minimize pavement disturbance.
 - d) Pavement patch shall consist of either 4" of HMA binder and 2" HMA surface or match the existing pavement profile on Frontage Road, whichever is thicker.
- 25) RPZ Backflow prevention will be required on both the domestic and fire suppression (if required) sides of the water service.
- 26) RPZ backflow preventers are required to be tested and certified upon installation and annually thereafter with a copy of each test result provided to the Utilities division of Public Works.
- 27) Each RPZ backflow preventor shall have its own appropriately sized drain.
- 28) All RPZ's shall be certified annually and results remitted to Public Works.
- 29) Prior to occupancy, plumbing contractor to provide written survey to the Village of actual or potential cross-connections to the potable water system if discovered on-site during or after building construction. Additional backflow protection may be required.
- 30) Water meter requires a 1/2" conduit within 18" of the meter that terminates flush on an exterior wall (36" above finished grade) for the remote meter reader wire.
- 31) A plumbing sheet showing the sanitary and water service riser diagram shall be included with the plans.
- 32) Village shall be present for all connections or crossings of existing water, storm, or sanitary mains. Contractor to contact Public Works 48 hours in advance when scheduling water service disconnect or water service interruption for possible conflict adjustments.
- 33) It should be understood that the water service is the maintenance responsibility of the property owner from the water service tap to the building.

Sanitary Service

- 34) Applicant to submit plans to Lake County Public Works for determination of applicable sanitary sewer treatment connection fee.
- 35) A sanitary monitoring manhole shall be installed located less than 10' from the building.
- 36) Sanitary service pipes shall not be less than 6" diameter.
- 37) Sanitary sewer is shown crossing over watermain. The elevation of the crossing shall be called out ensuring IEPA separation requirements are met.
- 38) The invert of the proposed sanitary sewer service connection shall be known so that utility crossings and 1% minimum slopes can be confirmed. Sanitary sewer invert changes greater than 1' shall be constructed with external drops per the Lake Zurich Details.
- 39) 6" sanitary services shall be tied into the main utilizing wye connection per exhibit no 14.
- 40) It should be understood that the sanitary service is the maintenance responsibility of the property owner from the service connection at the main to the building.

Storm Sewer

- 41) Storm sewer lines shall be installed with adequate pipe cover per the manufacturer's specifications.

- 42) The storm line is shown transitioning between 6" to 12" under the pavement not located at a structure. Please clarify.
- 43) Inverts for storm sewer shall be shown.
- 44) Flared end sections shall include toe blocks buttressed against virgin ground to prevent the toe block from overturning.
- 45) It is recommended that rip rap or decorative rock be used at the end of the flared end section to dissipate concentrated flows.

Sheets 7.1-7.2 – Details

- 46) The Village of Lake Zurich details included herein shall be included with the plans with non-applicable details crossed out.
- 47) Lake Zurich curb detail calls for a front face thickness of 8" minimum.

Stormwater Management

- 48) It is understood that the documents and calculations are preliminary in nature. Per Sections 400 and 401 of the WDO, please submit the following documents as part of the final engineering submittal:
 - a. A completed Watershed Development Permit application signed by the applicant or applicant's agent, and when required, a Professional Engineer (400.01)
 - b. A general description or narrative of the existing and proposed stormwater management system including all discharge points, collection, conveyance, and storage facilities. (400.02). Per WDO 300.06, redevelopment of previously developed sites shall maintain existing storage volume and shall not increase the rate of runoff from the site.
 - c. Include cross-section views for the stormwater management system showing existing and proposed conditions including principal dimensions of the work, and existing and proposed elevations, normal water and calculated base flood elevations, and overland flow depth and path. The elevations of lowest floor or lowest adjacent grade for structures shall be included on the development plan as applicable. Refer to 506.03, §706 Building Protection Requirements, and Article 9: Flood Table Land Requirements for elevation requirements of structures within or adjacent to flood-prone areas (401.03)
 - d. A report describing the hydrologic and hydraulic analysis performed for the project. The report shall include the name of stream or body of water affected, a statement of purpose of proposed activity, and a detailed determination of the runoff for the project site under existing and developed conditions. This includes documentation of the design volumes and rates of the proposed runoff for each portion of the watershed tributary to the stormwater management system and receiving channel and high water elevations. Runoff calculations shall include all discharges entering the site from upstream areas. (401.05)
 - e. Provide backup documentation as to how the Curve Numbers for existing (90) and proposed (92) model was calculated.
 - f. Verification that the downstream basin has adequate capacity to receive the proposed stormwater volume. The basin bottom elevations shall be surveyed and compared against the original design to verify that adequate capacity exists.

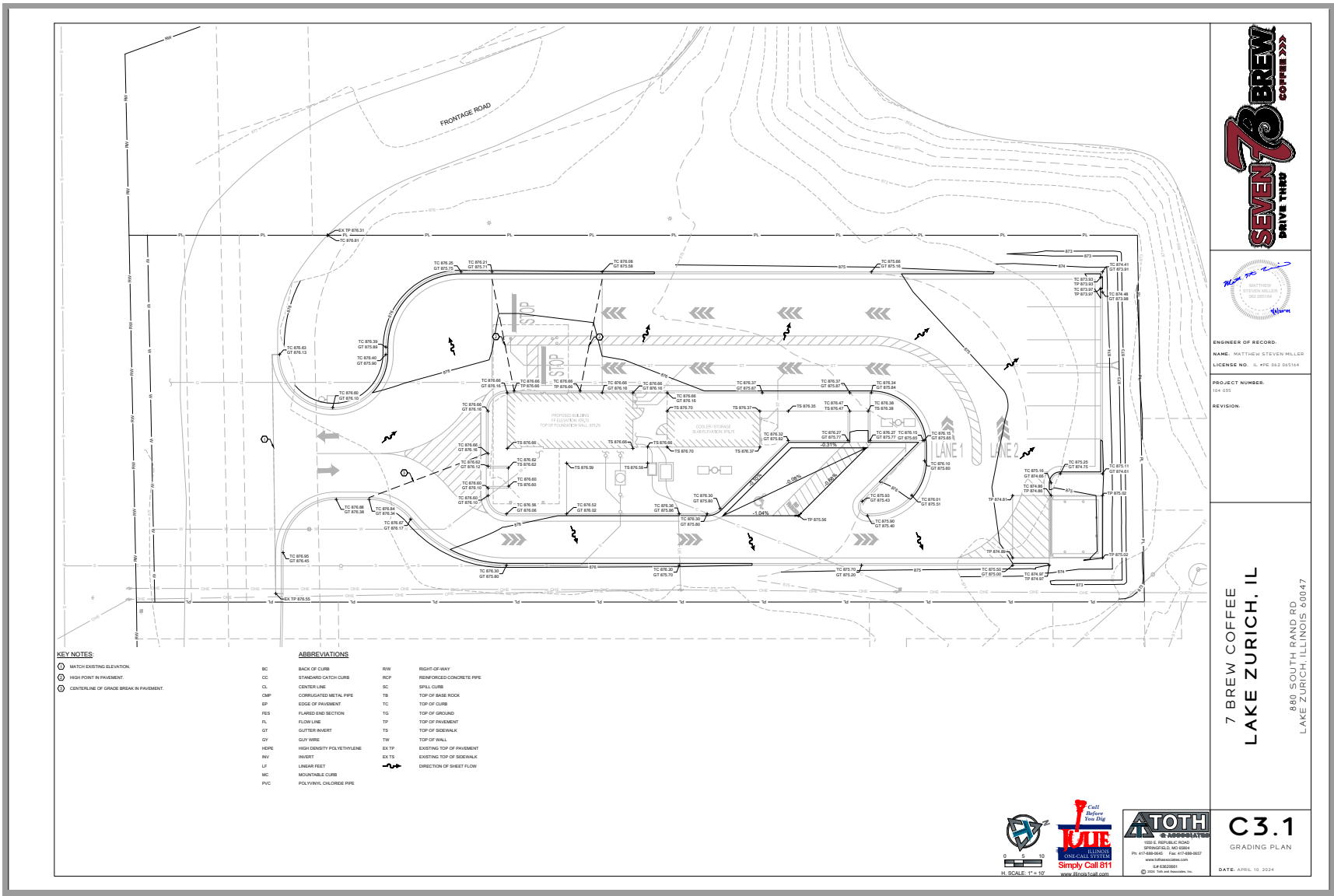
If you should have any questions, please do not hesitate to contact me.

Yours truly,
MANHARD CONSULTING



Kevin Lill
Project Manager

P:\201.001 Village of Lake Zurich\Permits\880 S. Rand Rd\Review 1\Engineering and Utility Review 1_880 S Rand Road_7 Brew
Coffee_2024.04.29.docx



NOTE: DETAILS ARE NOT TO BE CHANGED IN ANY WAY. LEAVE ALL DETAILS ON SHEET EVEN IF THEY DO NOT APPLY TO CURRENT IMPROVEMENTS. CHANGING OF DETAILS DOES NOT CHANGE REQUIREMENTS.

<p style="text-align: center;">EXHIBIT NO. 1</p> <p style="text-align: center;">TYPICAL TRENCH AND STANDARD BEDDING</p> <p style="text-align: center;">EXHIBIT NO. 7</p> <p style="text-align: center;">TRENCH BACKFILL</p>	<p style="text-align: center;">EXHIBIT NO. 2</p> <p style="text-align: center;">STANDARD MANHOLE</p> <p style="text-align: center;">EXHIBIT NO. 9</p> <p style="text-align: center;">WRAP/SEAL MANHOLE ENCAPSULATION SYSTEM</p>	<p style="text-align: center;">EXHIBIT NO. 3</p> <p style="text-align: center;">FLAT TOP FOR RESTRICTED DEPTH MANHOLE</p> <p style="text-align: center;">EXHIBIT NO. 11</p> <p style="text-align: center;">CATCH BASIN</p>	<p style="text-align: center;">EXHIBIT NO. 4</p> <p style="text-align: center;">FLAT SLAB TOP FOR RESTRICTED DEPTH C.B.</p> <p style="text-align: center;">EXHIBIT NO. 14</p> <p style="text-align: center;">INLET</p>	<p style="text-align: center;">EXHIBIT NO. 5</p> <p style="text-align: center;">FOUNDATION FOR FLARED END SECTION</p> <p style="text-align: center;">EXHIBIT NO. 16</p> <p style="text-align: center;">UNDERDRAIN</p>	<p style="text-align: center;">EXHIBIT NO. 6</p> <p style="text-align: center;">FIRE HYDRANT</p>														
<p style="text-align: center;">MINIMUM STANDARDS FOR STREET DESIGN</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%;">STREET</td> <td style="width: 50%;">PAVEMENT DESIGN</td> </tr> <tr> <td>MAJOR</td> <td>4" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE</td> </tr> <tr> <td>COLLECTOR</td> <td>3" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE</td> </tr> <tr> <td>MINOR</td> <td>3" AGGREGATE BASE COURSE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE</td> </tr> <tr> <td>CUL-DE-SAC</td> <td>SAME AS MINOR</td> </tr> <tr> <td>MARGINAL ACCESS</td> <td>SAME AS MINOR</td> </tr> <tr> <td>IN BUSINESS AND INDUSTRIAL DISTRICTS</td> <td>3" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE</td> </tr> </table>						STREET	PAVEMENT DESIGN	MAJOR	4" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE	COLLECTOR	3" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE	MINOR	3" AGGREGATE BASE COURSE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE	CUL-DE-SAC	SAME AS MINOR	MARGINAL ACCESS	SAME AS MINOR	IN BUSINESS AND INDUSTRIAL DISTRICTS	3" GRANULAR SUB-BASE 8" BITUMINOUS AGGREGATE MISTURE 2" BITUMINOUS SURFACE COURSE
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<p style="text-align: center;">VILLAGE OF LAKE ZURICH DETAILS</p> <p style="text-align: center;">70 EAST MAIN STREET LAKE ZURICH, IL 60047 (847) 540-1694</p>																			

PROJECT NO. _____
 DATE _____
 SCALE 1"=40'
 DESIGNED BY _____
 DRAWN BY _____
 CHECKED BY _____

SHEET 6 OF 47
201.001005.24

NOTE: DETAILS ARE NOT TO BE CHANGED IN ANY WAY. LEAVE ALL DETAILS ON SHEET EVEN IF THEY DO NOT APPLY TO CURRENT IMPROVEMENTS. CHANGING OF DETAILS DOES NOT CHANGE REQUIREMENTS.

EXHIBIT NO. 13

THESE STANDARDS SUPERCEDE ALL OTHER STANDARDS
LAKE ZURICH VILLAGE STANDARDS

SEWER LINES
PVC 12" - 36" (SEE SPECIFICATIONS OF 12" - 36")
PVC 12" - 36" (SEE SPECIFICATIONS OF 12" - 36")

Building Materials
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Culvert
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Formwork
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Grading Materials
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Grading
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Water Service Connection
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Handicap Ramp
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

Outlet Control Structure
Pipes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")
Manholes: 12" to 36" (SEE SPECIFICATIONS OF 12" - 36")

EXHIBIT NO. 18

Water Service Connection

EXHIBIT NO. 26

Handicap Ramp

EXHIBIT NO. 28

Outlet Control Structure

EXHIBIT NO. 19

STREET	MINIMUM STANDARD	MINIMUM STANDARD	MINIMUM STANDARD	MINIMUM STANDARD	MINIMUM STANDARD
MAIN	100 FT. 54 FT. 100 FT. 100 FT. 100 FT. 100 FT.	54 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.
COLLECTOR	50 FT. 44 FT. 100 FT. 100 FT. 100 FT. 100 FT.	44 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.
MANHOLE	40 FT. 30 FT. 100 FT. 100 FT. 100 FT. 100 FT.	30 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.
MANHOLE ACCESS	40 FT. 30 FT. 100 FT. 100 FT. 100 FT. 100 FT.	30 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.
MANHOLE ACCESS	40 FT. 30 FT. 100 FT. 100 FT. 100 FT. 100 FT.	30 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.	100 FT. 100 FT. 100 FT. 100 FT. 100 FT. 100 FT.

EXHIBIT NO. 24

Barrier Curb

EXHIBIT NO. 25

Sidewalk

EXHIBIT NO. 27

Flared End Section

EXHIBIT NO. 29

Tree Protection Fence

2024 WATERMAIN AND ROADWAY IMPROVEMENTS
VILLAGE OF LAKE ZURICH, ILLINOIS
VILLAGE DETAILS

7 of 47

NOTE: DETAILS ARE NOT TO BE CHANGED IN ANY WAY. LEAVE ALL DETAILS ON SHEET EVEN IF THEY DO NOT APPLY TO CURRENT IMPROVEMENTS. CHANGING OF DETAILS DOES NOT CHANGE REQUIREMENTS.

<p>OUTSIDE DROP PIPE DETAIL</p>	<p>HANDICAP RAMP DETAIL</p>	<p>MASS CONCRETE ARCH</p>	<p>FLEXIBLE JOINT</p>															
<p>BEDDING DETAILS: PIPES IN SINGLE TRENCHES</p>	<p>STANDARD MH CONSTR. OVER EXSTG SEWER</p>																	
<p>VILLAGE OF LAKE ZURICH 70 EAST MAIN STREET LAKE ZURICH, IL 60047 (847) 540-1694</p>	<p>REVISIONS</p> <table border="1"> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> <tr><td> </td><td> </td><td> </td></tr> </table>																<p>VILLAGE OF LAKE ZURICH DETAILS</p>	<p>SHEET 3</p>
<p>PROJECT NO. 2024-001 DATE 7/28/23 SCALE 1"=40' DESIGNED BY BK DRAWN BY RS CHECKED BY EL</p> <p>SHOULD A CONFLICT ARISE BETWEEN MANHARD DETAILS AND THE VILLAGE DETAILS, THE VILLAGE DETAILS SHALL TAKE PRECEDENCE.</p>				<p>VILLAGE OF LAKE ZURICH DETAILS</p>														

Manhard CONSULTING

2024 WATERMAIN AND ROADWAY IMPROVEMENTS

PROJECT LOCATION

VILLAGE DETAILS

8 OF 47

201.001005.24

PERMIT SET - NOT FOR CONSTRUCTION



Civil Engineering
 Surveying
 Water Resources Management
 Construction Management
 Landscape Architecture
 Land Planning

PLANNING AND ZONING CONSULTANTS MEMORANDUM

Date: May 3, 2024

To: Sarosh Saher, Community Development Director
 Village of Lake Zurich

From: Nellie Beckner, AICP, Senior Land Planner, and Brad Dethloff, PLA,
 Landscape Architect, Manhard Consulting

Re: **Special Use Application Review – 880 S. Rand Road (Seven Brew)**

Submittal Information



Property Address and PIN: 880 S. Rand Road
 (PIN #14-204-04036)

Application Request:
B-3 District Special
 Use for a Planned Unit
 Development (PUD)

Applicant: Who Brew
 IL, I, LLC

Proposed Use: Drive-
 in coffee shop - “7
 Brew” franchise
 (“Eating place,
 carryout” with
 Drive-through facilities
 accessory to permitted
 eating places, grocery
 stores, and drugstores
 and proprietary stores”)

Subject Property Existing Conditions

The subject property is a 24,458.3 SF (.63 Acre) lot, zoned B-3 Regional Shopping District and contains a vacant 2,665 SF single-story office building and related improvements. The existing building was home to the former Alpine Animal Hospital (veterinarian office). The subject property is accessible by a privately-owned frontage road (access easement recorded per



Document No. 2929424 and Doc No. 761804); access to the frontage road is available from Rand Road and Pheasant Ridge.

Proposal

The Petitioner, Who Brew IL I, LLC, is seeking to demolish the existing structure on site and construct a “7 Brew” drive-in only coffee shop, at 880 S. Rand Road. Drive-in eateries including coffee shops (NAICS code 5812) require a Special Use in the B-3 zoning district pursuant to Section 9-4-3-7 of the Lake Zurich Code of Ordinances. Based upon discussions with the developer and the Village of Lake Zurich, this project will proceed as a Planned Unit Development, which would allow for concurrent review of the relief necessary for the proposed use.

The following memo is a summary of comments on the Petitioner’s most recent plan submittal. Items which may be helpful to address prior to public notice or public hearing are noted in ***bold italics*** throughout the memo.

1. Surrounding Land Uses and Zoning Review Table

- a. Immediately east of the subject property is a strip commercial multi-tenant building, zoned B-3 and part of the Deerpath Plaza commercial development. West of the subject property, also zoned B-3, is Deerpath Court Retail Center Pond 3, the Pheasant Ridge ROW, and Chasers Sports Bar Restaurant. To the northeast of the subject property is the Villa Lucerne Subdivision, an area of single-family homes zoned R-5; directly north of the subject property is the continuation of Deerpath Court Retail Center Pond 3 (B-3 zoning). South of the subject property, beyond the frontage road and Rand Road, are parcels zoned IB Institutional Building, owned by the Village of Lake Zurich.

Neighboring Property	Existing Land Use	Comprehensive Plan Land Use	Existing Zoning
Northwest	Single Family Residential	Single Family Residential	R-5 Single Family
East	Commercial Strip Center	Commercial	B-3 Regional Shopping District
South (Across Rand Road)	Vacant land, Commercial Building	Commercial and Institutional	IB - Institutional Buildings
West and Immediately North	Detention Pond (Deerpath Court Retail Center Pond 3)	Commercial	B-3 Regional Shopping District

2. Bulk, Space, & Yard Requirements with Comparison Table

- a. Staff is unable to verify all setbacks given the materials included in the application submittal. Site Plan sheet C2.1 within the engineering plans does not include property dimensions, which should be incorporated and match the dimensions provided in the submitted ALTA survey. ***An updated site plan with front, side, rear setbacks to building, ground sign, and other improvements will be helpful to fully understand the project.***
- b. The subject property is an existing lot which is undersized for the B-3 zoning district, therefore the standards in Section 9-11-5 Legal Nonconforming Lots of



Manhard Consulting – SU Review 880 S. Rand Road
May 3, 2024

Record shall apply*. In the table below, highlight underline denotes non-compliance with the code section referenced.

Code Requirement	B-3 District Standard	Proposed per Plan (Approximate)	Deviation From Standards
Minimum Lot Area (SF)	28,314*	<u>27,458.3</u>	<u>-855.7 square feet</u>
Minimum Lot Width	97.5’*	99.95’	Meets Standard for Existing Nonconforming Lots in B-3.
Min. Front Yard Setback - South	50’	52’	Meets Standard
Min. Interior Side Yard – East	15’	<u>10.02’</u>	<u>-4.98’</u>
Min. Interior Side Yard – West	15’	<u>10’</u>	<u>-5.0’</u>
Min. Rear Yard - North	30’	<u>9.7</u>	<u>-20.3</u>
Maximum Floor Area Ratio (Retail)	0.22	.027	Meets Standard
Proposed Landscape Area (Retail)	30%	31.6%	Meets Standard
Building Height	35’	19.8’	Meets Standard

3. Business Operations

- The Petitioner may wish to verify in writing this is only a drive-thru establishment and no orders will be fulfilled via walk-up traffic.* Clarification could include how new customers would be aware that there is not walk-up service available.
- The peak range is to be 6-8 employees.
- The Petitioner may wish to expand upon the tablet ordering system when addressing the commission and the public. Are customers talking directly to an employee? Are employees outside in all weather conditions?

4. Parking, Loading, & Circulation: Parking spaces are noted on the Site Plan (sheet C2.1 of the engineering plans).

- Vehicle Stacking.** As noted on the Site Plan within the Sign Plan submittal, there is stacking for 9 cars in the outside drive-thru lane and as many as 15 cars on the interior/shared lane, for a total maximum of 24 cars. The traffic study also indicates that the proposal is in compliance with the minimum 16 stacking spaces required by code.
- Loading/deliveries and Circulation.** *The Petitioner may wish to address how deliveries are conducted,* timing of the deliveries and vehicle type would aid in the plan review. For example, are semi-trailers expected to navigate this site? Engineering review may ask for a truck turning exhibit; this could be addressed via resubmittal. The circulation may be disrupted during refuse pick-up and deliveries. Given the hours of operation are 5:30 AM to 10 PM, this could result in blocked



circulation. The site appears to follow logical one-way circulation patterns, though there is no escape lane for customers to leave the queue prior to ordering.

- c. **Off-Street Parking Spaces.** The proposed use is a bit unique in that the parking spaces provided are for employee use only. This site does not provide parking for customers, such as those that would like to drink their beverages on-site, nor does it allow for any parking of customers to wait for an order as is typical in many drive-thru site layouts.
 - i. Code requires 8 parking spaces, which are being provided. However, the commission may wish to consider the proposal's maximum number of employees on the site at one time: noted to be 6 – 8 employees. If 8 employees are on site, and no employee is using the ADA parking space, there are only 7 standard spaces available. Potential options include investigating if another standard parking space can be provided either-on-site or off-site, or if the business operations could be adjusted to allow for a maximum of 7 employees at peak hours.

Parking Calculations Table

Highlight Underline = Departure from standard

Zoning Ordinance Parking Category	Parking Space Requirements: Regular and ADA Spaces	Parking Provided	Difference From Parking Standard
Drive-in Facilities (9-10-1-F-2-b-5)	8 stacking spaces leading to each drive-in window.	Stacking exhibit not provided	To be determined.
Eating and Drinking Places, Section 9-10-1-F-1-d applies ¹	8 total parking spaces for peak number of employees present. Including 1 ADA Space ²	8 total spaces provided Including 1 ADA space provided.	Meets Standard ¹

Notes:

1. The proposed use has no design capacity by the public – this is a drive-in only establishment, therefore Section 9-10-1-F-1-d applies: “When parking spaces are required on the basis of the number of customers, students, or similar measure, the maximum number for which the structure is designed shall govern, **except that when the structure has no design capacity the maximum number present at any one time shall govern.**”
 2. Accessible Parking: 1 space per every 25 striped spaces provided.
5. **Traffic Study:** The Petitioner submitted a traffic study which indicates trip generation for the proposed use at this location, referencing the 938 ITE Land Use Code (Coffee/Donut Shop Drive-Through, No Indoor Seating).
 - a. Per the study's methodology, the majority of trips are deemed to be “pass by” trips with a total of 9 New Trips generated in the Weekday Peak AM, 3 Weekday Peak Middy, and 2 Weekday Peak PM. No weekend data was submitted with this report.
 - b. The study does not use actual existing Frontage Road traffic counts. Given the limited access nature of the Frontage Road, it is not clear how applicable the by-pass methodology is for this location. It would be useful to know the approximate peak hour traffic counts for just the Frontage Road.



- c. Using just the study’s specific use generated levels, the following would be the peak hour trip generation levels:
- AM Peak Hour (Unknown): 89 trips
 - Midday Peak Hour (12 PM – 1 PM): 21 trips
 - PM Peak Hour (Unknown): 30 trips
 - The study does not provide the specific Peak AM and PM hours, which would be beneficial for evaluating the results of the study.
- d. Based on the 89 AM peak hour trips level (44 inbound trips/45 outbound trips), the primary concern is the possible additional trip traffic movements created for the Frontage Road and Pheasant Ridge Road intersection. Pheasant Ridge Road has a five-lane profile at this intersection with numerous turn movements and unaligned access drives. It assumed most trips leaving the subject property would turn left across Pheasant Ridge Road to access the lighted Rand Road (U.S. Hwy 120) intersection. The outbound trips count level could put approximately an additional one car per minute making this turning movement. There may be stacking concerns given the length of the left turn lane (Pheasant Ridge Road to eastbound Rand Road) which extends beyond the Frontage Road. The Village may wish to have the Village Engineer review any potential concerns from additional peak hour trips at this intersection.
6. **Architecture/Building Elevations:** The Petitioner has provided building elevations. Submitted building elevations reflect materials and design which appear to be in compliance with the standards for exterior appearance approval (Section 9-21-3).
- The elevations note “Shielded surface-mounted LED neon flex lighting” to be installed around the front and side rooflines. The Village may wish to review if this element meets the Village’s desired planned commercial building design character and if it conforms to the Route 12 Corridor Architectural Guidelines.
 - There are heaters to be installed under the drive-thru canopy area.
7. **Signage Plan:** The Petitioner submitted a sign plan (Chandler Signs, last revision date 3/25/2024). The following table outlines the contents of the sign plan, although there are signs indicated in the building elevations packet (Veritas Architecture and Design, issue date 4/02/2024); these discrepancies are noted below.

Sign Calculation Table

Highlight Underline = Departure from standard

Elevation	Sign Type & Plan Reference	Proposed Dimensions	Proposed Sign Area SF (Approximate)	Max SF per Code	Deviation From Standards
Front – South	Wall #1 (A) “H” on Elevations	6’ x 6’	36		
	Wall #2 (F) “J” on Elevations	3.52’ x 1.03’ and 5’ x .26’ ¹	4.9256		
		Total SF	<u>40.9256¹</u>	<u>40</u>	<u>0.9256</u>



Manhard Consulting – SU Review 880 S. Rand Road
May 3, 2024

Side East	-	Wall #3 (B)	3.166' x 10'	31.66		
		Wall #4 (D)	3.52' x 1.03' and 5' x .26'	4.9256		
		Sign "J" on Elevations A2.3	4.75' x 1.25'	5.9375 ³		
		Sign "9 Surface Mounted Sign Box" on Elevations A2.3	2.3' x 3.33'	7.659 ³		
			Total SF	Estimated 50.1821	40	10.1821
Drive Thru West	-	Wall #5 I	3'66' x 10'	31.66		
		Wall #6 (E)	3'52' x 1'03' and 5' x 3.5'	4.9256		
		Sign "J" on Elevations A2.2	4.75' x 1.25'	7.659 ³		
			Total SF	Estimated 44.2446	40	
Rear North	-	Sign "10 Samsung Digital Displays" on Elevations A2.1	2.5' x 4.0'	10 ³		
			Total SF	Estimated 10	40	Meets Standard
Front: Ground Sign		Ground Sign				
		Top to Base Ratio (12-1-10-G-2-a)	Base: 12.83' x 3' Top: 13.5' x 2.5'	Top/Base Ratio, Side = 105.22% Ratio, Front: 83.3%	Between 70% and 130%	
		Setback	Missing in Sign or Site Plan	5' minimum setback	To be determined.	
		Sign Height	7.21'	12' Max Height		
		Sign Area	13.5' x 7.21'	97.335 SF	50 SF²	47.335

Notes:

1: Discrepancy from code requirement is not more than 10%, can be considered as an administrative modification (Section 12-1-5-B-2-a). However, the Sign Plan submission "boxed" the lettering for the "Drive Thru" sign – if individual dimensions for each letter were provided, a more accurate and perhaps code compliant sign area could be determined.

2: Lot has less than 200' of frontage and is less than 2 acres (Section 12-1-10-G-3-b).

3: The dimensions for these signs were estimated by staff. An updated sign plan may be desired for additional detail. See item "a." below.



The following clarifications to the signage plan may be desired:

- a. The proposed menu display board locations with dimensions should be included on the sign plan if they are considered signs per the sign code. It is unclear if menu boards will be mounted outside or within a window, or both. Note the following code requirements apply for any window signs:
 - All window signs, whether temporary or permanent, are limited to no more than thirty percent (30%) of the surface of each window area. Window area is counted as a continuous surface until divided by an architectural or structural element. Mullions are not considered an element that divides window area.
 - Up to five percent (5%) of window area may be illuminated, including any neon or LED sign, but this area is included in the maximum total area of thirty percent (30%). Flashing or animation is prohibited (12-1-9-C-12).
- b. Additions and/or clarifications to the sign plan which may be desired:
 - i. Side (East) Elevation:
 - a) Verify if Sign “J” is to be installed on the cooler/storage building. If so, add to the sign plan with dimensions.
 - b) The “Sign Box” which appears on the elevations would be considered a sign, so it is appropriate to include in the sign plan.
 - ii. Drive-Thru (West) Elevation:
 - a) Verify if Sign “J” is to be installed on the cooler/storage building. If so, add to the sign plan with dimensions.
 - iii. Rear (North) Elevation:
 - a) The “Samsung Digital Display” which appears on the elevations would be considered a sign, so it is appropriate to include in the sign plan.
 - iv. Front (South) Elevation:
 - a) The setback for the proposed Ground Sign should be included on the site plan.
 - v. There is a discrepancy in material and mounting types for “Drive Thru” signs “F” and “D” in the sign packet versus the elevation plans (signs noted as “J” in the elevation packet), clarification of materials may be helpful during permit review. These signs are on the East and West elevations.
- c. It appears that the signage appears to meet the Route 12 Corridor Guidelines for signage, but we recommend that the Village review the guidelines to make sure it follows the recommendations.

8. Photometric/Lighting Plan: The Petitioner submitted a photometric plan which includes parking lot lighting via pole mounted LED Flood Luminaires which are full cutoff; the plans indicate a single, double, and three-head pole light at a height of 20 feet.

- a. There are instances on the photometric plan where the illumination on the property line exceeds the maximum allowable .5 foot-candles; .8 appears to be the largest value and is located along the west property line.
- b. The lighting under the canopies is provided via and LED Downlight can-style light. This lighting exceeds the maximum 10.0 foot-candles if code applies to under canopy lighting (Section 9-8B-3-D). The proposed highest value is 30.0 foot-candles and the lowest value under the canopy is 6.9 foot-candles.



9. Landscape Plan:

- a. Landscape plan provided within engineering plans and appears to be engineer-drafted (not stamped by an L.A.)
- b. No existing trees are noted on the landscape plan (Sheet C5.1) or the demolition plan (Sheet C1.1), therefore no tree removal is noted in the scope of work. Aerial imagining shows a few existing trees but it's uncertain if these trees are on the subject property. It appears that a large cottonwood tree might need to be removed located north of the existing building which would meet the requirement for protected tree removal and need to follow Village Code guidelines. (Section 7-6-3-2).
- c. The requirements for parking lot landscaping are not applicable as this development has fewer than 15 parking spaces (Section 10-6-18-F-2).
- d. The opacity level for this project per Section 9-8A-5 regarding perimeter landscaping is 10% (B-3 to B-3). As a result, per Section 9-8A-6, a minimum of 1 "Plant Unit" is required per 100 feet of property line for the side and rear. The Minimum landscaped area width is 3 feet. An opacity level of 30% (B-3 to Arterial Road – Rand Road) is required which requires a minimum of 2 "Plant Units" per 100 feet of property line for the front. The minimum landscape area width is 10 feet.
 - i. Plant Unit Calculation: Lot depth is 274.7' and lot width is 99.97'. The subject property would require 3 plant units per side, and (274.7/100, with rounding up to 3 units), 1 unit per rear lot line, and 2 units per front lot line. The Petitioner is providing a total of 9 Plant Units.
 - ii. Plant Units have 5 alternatives for the number, type and size of plants per unit. This proposal provides landscaping per Unit B in Section 9-8A-4:
 - (1) 3-inch caliper canopy tree per unit, plan indicate nine (9) Thornless Corkscrew Hawthorns which are dispersed along the lot lines.
 - (2) 2-inch caliper understory trees per unit, plan indicates nine (9) Eastern Redbuds which are dispersed along the lot lines.
 - (2) 6-foot high evergreens; plan indicates nine (9) 6-foot high American Holly evergreens which are located along the west and north property lines, and nine (9) 6-foot high Anglo-Japanese Yew, which are located along the east and front property lines.

The Petitioner appears compliant with code regarding the Plant Unit requirements.
 - iii. The site includes turf grass installation on the perimeter of the site, as well as a bioswale area filled with Indian Grass and Wild Bergamot. The bioswale area runs the length and depth of the entire landscape area for the rear lot line. Note that the trees planted along the rear lot line (Hawthorn, Redbud and Holly) will be planted within a portion of this bioswale.
 - iv. The Petitioner is not proposing landscaping within the interior of the property, such as foundation landscaping. The majority of the material surrounding the building's east side is landscape rock. Included within this landscape rock area are (see Sheet C.4): the grease interceptor (item 8), communications pull box (item 15), and a pad mounted transformer (item 15).



Manhard Consulting – SU Review 880 S. Rand Road
May 3, 2024

- v. The south property line is located along Rand Road and is subject to the Route 12 Corridor Planning landscape guidelines. The guidelines require 30% to 50% opacity screening for buildings for retail properties along Rand Road frontage which would require a minimum of 5' of foundation planting along the front of the building.
- vi. The Petitioner is proposing Thornless Corkscrew Hawthorn trees for canopy trees which are typically understory trees. Due to the overhead powerlines located along the east property line, we have no issues with proposing these trees along this lot line. However, because overhead powerlines do not exist along the north, south, and west property lines, we recommend that larger canopy trees be provided in these areas as indicated in the Large (40 Feet or More) column for the Public Tree Species of the Village Code (Section 7-6-2-2).
- vii. We suggest that the Petitioner propose at least three (3) different species of canopy trees and three (3) different species of understory trees be proposed, to allow for diversification in tree species.

10. Engineering & Building Plans: Plans are subject to review and comment by the Village Engineer and the Village Building Department.

11. Additional Planning Review Comments:

- a. Zoning Application states that a PIN and Property Owner list for all properties within 250 feet of the subject property shall be submitted; this was not included in the packet.

Documents Submitted and Reviewed:

- 1) Seven Brew Cover Letter dated April 12, 2024, signed by Chris George, Agent for Owner, Who Brew IL I, LLC
- 2) Zoning Application
- 3) Ground Lease between MJR Real Estate Holding Company, LLC and Who Brew IL I, LLC dated December 28, 2023.
- 4) Restrictive Covenant Agreement, Recorded July 7, 2023, Doc File 7983291
- 5) Plat of Subdivision and Resubdivision of Deerpath Court Retail Center
- 6) Easement document 2929424 dated July 27, 1990.
- 7) ALTA/NSPS Survey dated December 14, 2023
- 8) Civil Engineering drawings by Toth & Associates dated April 10, 2024
- 9) Data for Runoff 2_YR_24_HR.DAT
- 10) Architectural Plans by Veritas Architecture sheet issue date of April 3, 2024
- 11) Site Photometric Plan by Veritas Architecture sheet issue date of March 28, 2024
- 12) Traffic Study by Toth & Associates dated April 11, 2024
- 13) Signage Plan by Chandler Signs revise dated March 25, 2024
- 14) Monument Sign Plan by Veritas Architecture sheet issue date October 16, 2023



At the Heart of Community

FIRE DEPARTMENT
Fire Prevention Bureau

1075 N. Old McHenry Road
Lake Zurich, Illinois 60047
Fire.bureau@lakezurich.org
(847) 540-5073
LakeZurich.org

April 23, 2024

Sarosh Saher
Community Development Director
Village of Lake Zurich
505 Telser Road
Lake Zurich, Illinois 60047

Re: PR 24-064 – Preliminary Review for 880 S. Rand Road in Lake Zurich – 7 Brew Coffee

Dear Sarosh,

This letter is to inform you that the submittal for the above address is "**APPROVED**" subject to the following notes and comments as listed below.

1. A separate fire alarm system submittal will be required.
2. A separate sprinkler system submittal will be required.
3. Provide a full-size flush of the underground water service.
4. The building will require a sprinkler riser room facing the parking lot and not in the drive-through lane. The sprinkler - riser room shall be easily accessible for fire apparatus.
5. All fire department connections shall be 5-inch Storz with a thirty-degree downturn.
Section 912.8 Fire Department Connections.
6. Provide to my office an explanation of how vehicles in the stacking area of the drive-through will back up without hitting another vehicle.
7. Provide a full-bore flush of the underground water main. This shall be witnessed.
8. Any retail occupancy with commercial kitchen appliances shall require a permit for the installation of an automatic fire suppression system for the kitchen exhaust hood as specified in the Lake Zurich Building Code. All installations shall meet UL 300 standards. Request written response be submitted verifying that the hood system shall be provided.
9. Provide "cut sheets" for any installation of warming ovens.

PR24-064
7 Brew Coffee
880 S. Rand Road
Preliminary

10. Emergency lighting and exit signs shall be provided for all exiting requirements. Emergency lighting is required for all exit discharge areas immediately adjacent to exit doors in occupancies that require two or more exits. Final approval of exit sign placement and emergency lighting shall be subject to a field inspection.
11. A minimum 2A 10BC portable fire extinguisher shall be provided for every 75 feet of travel distance.
12. Provide proper address numbering for front and rear – (Minimum 4" bold letters with contrast from door background).
13. Provide a 4400 series Knox Box mounted at the Riser Room. The Knox box shall be equipped with a tamper switch to activate a Trouble Alarm upon entry. (Contact Knox.com)
14. Contact F.S.S. Technologies (847-577-1950) to schedule the lease for the fire alarm radio monitoring.
15. Please provide a written response on the above comments to my office.

If you have any questions or concerns, you may contact me, and I will be happy to discuss them with you.

Respectfully,



John Wiecek
Deputy Fire Marshal
Lake Zurich Fire Protection District
224-358-4006
john.wiecek@lakezurich.org
fire.bureau@lakezurich.org



At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

APPLICATION PZC 2024-02
PZC Meeting Date: May 15, 2024

AGENDA ITEM 4.B

STAFF REPORT

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

From: Sarosh Saher, Community Development Director

CC: Mary Meyer, Building Services Supervisor

Date: May 15, 2024

Re: PZC 2024-02 – Planned Unit Development (PUD)
880 South Rand Road – 7 Brew Drive-through Coffee Shop

SUBJECT

Mr. Chris George of Tartan Realty Group, Inc., on behalf of Who Brew IL 1, LLC, (the “Applicant”) and with the consent of MJR Lake Zurich Real Estate Holding Company, LLC (“Owner”) requests a Planned Unit Development (PUD), for the construction of a new building containing a drive-through coffee shop at the property commonly known as 880 South Rand Road and legally described in Exhibit A attached hereto (the “Subject Property”).

GENERAL INFORMATION

Requested Action:	<u>Special Use Permit for a Planned Unit Development (PUD)</u> <u>Concurrent Development Concept and Final Plan Approval</u>
Current Zoning:	<u>B-3 Regional Shopping Business District</u>
Current Use	<u>Vacant building previously used as a Veterinary Clinic</u>
Proposed Use:	<u>Drive-through Coffee Shop (Eating Places 5812)</u>
Property Location:	<u>880 South Rand Road</u>
Applicant:	<u>Who Brew IL 1, LLC (d/b/a 7 Brew Coffee)</u>
Owner:	<u>MJR Lake Zurich Real Estate Holding Company, LLC</u>

Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

Staff Coordinator: Sarosh Saher, Community Development Director

LIST OF EXHIBITS

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

BACKGROUND

Mr. Chris George, on behalf of Who Brew IL 1, LLC (the “Applicant”), is proposing to demolish the existing approximately 2,665 square-foot building on the property and construct a new 510 square-foot modular building accompanied by a 238 square-foot cooler/dry storage area located behind the building, and a trash enclosure on the property with accompanying drive-through lanes and parking lot at the rear. The business will be formatted as a drive-through only concept with a dual drive-thru configuration. Employees will take orders on tablets instead of a traditional drive-thru speaker box, which allows the business to create personal relationships with their customers and serve them at a higher rate. No means for on-site consumption within the modular building is being proposed.

The Applicant filed an application with the Village of Lake Zurich received on April 12, 2024, (the “Application”) seeking approval of the following:

- Special Use Permit for a Planned Unit Development (PUD) to allow for the construction of the drive-through coffee shop.
- Modification to the zoning code requirements for bulk requirements, illumination and signage.
- Site Plan Approval and Exterior Appearance approval as part of the PUD

The property is located at the northeast corner of Pheasant Ridge Road and South Rand Road, and legally described in Exhibit A attached hereto (the “Subject Property”). The subject property is a regularly shaped 24,458.3 square-foot (0.63 Acre) lot and zoned within B-3 Regional Shopping District. The existing vacant building was home to the former Alpine Animal Hospital owned and operated by Dr. Dan Hamblin (veterinarian office), who has since relocated and now partners with Companion Animal Hospital at 917 South Rand Road within the Deerpath Shopping Center in Lake Zurich. The subject property is accessible by a privately-owned frontage road that serves the properties along this segment of Rand Road and connects to Pheasant Ridge Road at its intersection with Rand Road.

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The new building containing the proposed coffee shop will comprise a 510 square-foot building constructed primarily with a cement board panels finished with a look resembling brick on the upper half of the elevation and wider grey panels on the lower half. The cooler and storage building will be similarly clad in the same panels. The boards are manufactured by the company “Nichiha,” and are an acceptable material per the building codes. Metal panel is proposed along the top of a portion of the building, but will not be readily visible from the adjoining driveways and streets. The elevations also propose “Shielded surface-mounted LED neon flex lighting” to be installed around the front and side rooflines. The Applicant has been notified that the village sign code prohibits Neon or LED lighting to outline doors, windows, architectural features, and building facades and has recommended removing this lighting feature from the elevation treatment of the building.

The establishment is expected to have 12-15 employees with 6-8 employees on staff at peak times. The building is not designed to accommodate customers. Hours of operation are 5:30 a.m. to 10:00 p.m. While there is no limit in the code governing hours of operation, commercial delivery hours are generally prohibited between 9:00 p.m. and 7:00 a.m. These prohibition times also pertain to garbage pickup. The Applicant has been notified that deliveries and similar services will not be allowed during the prohibited hours even through the hours of operation of the establishment extend past delivery hours.

Due to the vehicle-centric nature of the business, vehicle stacking is of significance as all customers will be served at their vehicles to reduce the time arriving at and leaving the property. Stacking is provided for 9 cars in the outside drive-through lane and as many as 15 cars on the interior/shared lane, for a total maximum of 24 cars. The traffic study indicates that the proposal is in compliance with the minimum 16 stacking spaces (8 per drive-through lane) required by village code. There is no escape lane for customers wishing to leave the stacking queue prior to ordering.

The business is proposed to generate 89 trips in the morning peak hours, 21 trips during midday peak hours and 30 trips in the evening peak hours. It is anticipated that all traffic will arrive from and leave via the signalized intersection of Pheasant Ridge Road and Rand Road.

Since all customers will be expected to wait in the stacking queue until they receive their order, parking is proposed to be provided for employees only. 8 parking spaces are proposed including 1 accessible space.

Landscape material will be provided along the west, north and east lot lines. Since the property backs up to residential property on north and northeast, staff has strongly recommended that these segments of the property line be heavily landscaped with year-round screening landscape material in addition to the existing landscape material to the north around the existing detention pond. Staff has additionally recommend that consideration be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window. Staff acknowledges that the trash enclosure will also act as a partial screen in its proposed location.

The building will contain the company’s branding signage and a new monument sign is proposed

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in front of the building.

Pursuant to public notice published on May 1, 2024 in the Daily Herald, a Public Hearing is scheduled with the Lake Zurich Planning & Zoning Commission for May 15, 2024, to consider the Application. On May 1, 2024, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The property is located along the Rand Road corridor and was developed prior to annexation to the village. The property was annexed to the village in 1989 as part of the Deerpath Court Subdivision that surrounded the property on the east north and west. The property was zoned within the B-3 Regional Shopping district as part of the comprehensive amendment to the zoning code in 2004.

The current building was built out to its present configuration in 1993 as a veterinary clinic (Alpine Animal Hospital) and has remained as such to this date. The clinic was operated on the premises by Dr. Dan Hamblin since 2000 until he moved out in 2023 to join the Companion Animal Hospital at 917 South Rand Road within the Deerpath Shopping Center.

- C. Surrounding Land Use and Zoning.** The subject property is located along the Rand Road corridor and zoned within the B-3 Regional Shopping Business district. The properties to the west and east are also zoned within the B-3 district and are developed with commercial, retail and service uses as part of the Deerpath Court Shopping Center. The Property that abuts the northeast corner of the Subject Property is zoned within the R-5 single-family residential district and is part of the Village Lucerne residential subdivision developed in the 1980s. The property to the south across Rand Road is zoned within the IB Institutional Building district and is owned by the Village of Lake Zurich as a water production facility.

The parcel immediately to the west and north serves as a stormwater detention facility for the Deerpath Court Shopping Center. The Subject Property proposes to connect to this stormwater management system.

While the property enjoys visibility from Rand Road, the regional arterial corridor connecting Lake Zurich to neighboring communities in the region, its original direct access was removed with the development of the Deerpath Court Subdivision and replaced with a private frontage road (known as "Frontage Road") that connects Pheasant Ridge Road to Deerpath Road to the east. The property has one vehicular access from Frontage Road.

- D. Trend of Development.** The property is located on a portion of the Rand Road Corridor of Lake Zurich that is developed with a mix of mature commercial, retail and service uses that are part of the larger Regional Shopping District in the community.

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- E. Zoning District.** The zoning code provides for three (3) zoning districts for business and commercial uses. When taken together, these districts are intended to permit development of property for the full range of business and commercial uses needed to serve the citizens of Lake Zurich and the surrounding suburban area.

The B-3 Regional Shopping District is intended to provide locations for major retail centers. The regulations are designed to encourage a broad range of attractive retail and compatible service uses in those centers. (Ord., 10-2004)

GENERAL FINDINGS

Staff of the Community Development Department's development review team has evaluated the development against the various standards and provisions of the Lake Zurich Municipal Code and offers findings on the following specific sections of the Code.

Standards for Special Use Permits

- A. General Standards.** No special use permit shall be recommended or granted pursuant to this Chapter unless the applicant shall establish that:

1. **Code and Plan Purposes.** The proposed use and development will be in harmony with the general and specific purposes for which this Code was enacted and for which the regulations of the district in question were established and with the general purpose and intent of the official Comprehensive Plan.

Staff Response: Standard met. The proposed land use for a drive-through coffee shop is classified as a special use within the B-3 Regional Shopping Business District, and in conformance with the "Commercial" land use designation of the currently adopted Comprehensive Plan.

2. **No Undue Adverse Impact.** The proposed use and development will not have a substantial or undue adverse effect upon adjacent property, the character of the area, or the public health, safety, and general welfare.

Staff Response: Standard met. The proposed building and its associated drive-through lanes and parking lot are proposed to be constructed in a manner to minimize any undue adverse effect upon itself or any adjacent properties as it relates the character of the area, or the public health, safety, and general welfare.

Standard partially met. The proposed drive-through lanes and parking areas are proposed to encroach into the required setbacks thereby requiring modifications to the bulk requirements of the code.

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The land use is proposed to generate an increase in traffic to the signalized intersection of Pheasant Ridge Road and Rand Road. The traffic study is not clear in its analysis on whether there will be stacking issues along the Frontage Road leading to Pheasant Ridge Road.

3. No Interference with Surrounding Development. The proposed use and development will be constructed, arranged, and operated so as not to dominate the immediate vicinity or to interfere with the use and development of neighboring property in accordance with the applicable district regulations.

Staff Response: Standard met. The land use and its operation is proposed to be conducted entirely on the Subject Property. The new building is proposed as a single-story commercial building, and will not dominate or interfere with the street-facing character of the surrounding properties. Adequate parking will be provided on the premises for employees of the business.

4. Adequate Public Facilities. The proposed use and development will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures, police and fire protection, refuse disposal, parks, libraries, and schools, or the applicant will provide adequately for such services.

Staff Response: Standard met. No changes to streets, the private drive or public amenities are proposed. The property is currently served adequately with essential public facilities and services such as streets, utilities, drainage and other municipal services. The resultant building will be provided with these services and utilities.

5. No Traffic Congestion. The proposed use and development will not cause undue traffic congestion nor draw significant amounts of traffic through the surrounding streets.

Staff Response: Standard partially met. The business is proposed to generate 89 trips in the morning peak hours, 21 trips during midday peak hours and 30 trips in the evening peak hours. It is anticipated that all traffic will arrive from and leave via the signalized intersection of Pheasant Ridge Road and Rand Road.

Peak hours of the business are estimated to be during early morning, midday and evening rush hour traffic, with the potential for some conflict with midday and evening traffic.

Pheasant Ridge Road has a five-lane profile at its intersection with Frontage Drive with numerous turn movements and unaligned access drives. Most trips leaving the subject property would turn left across Pheasant Ridge Road to access the signalized Rand Road intersection. The outbound trips count level could put approximately an additional one car per minute making this turning movement. There may be stacking concerns given the length of the left turn

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lane (Pheasant Ridge Road to eastbound Rand Road) which extends beyond the Frontage Road.

6. No Destruction of Significant Features. The proposed use and development will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance.

Staff Response: Standard Met. The reconfiguration of the property will not result in the destruction, loss, or damage of any natural, scenic, or historic feature of significant importance other than what was previously impacted by the original development.

7. Compliance with Standards. The proposed use and development comply with all additional standards imposed on it by the particular provision of this Code authorizing such use.

Staff Response: Standard met. There are no additional standards imposed on the proposed land use of coffee shops. The proposed development will comply with all other additional standards imposed through the building codes for commercial buildings.

8. Positive Effect. The proposed special use creating a positive effect for the zoning district, its purpose, and adjacent properties shall be placed before the benefits of the petitioner.

Staff Response: Standard met. The proposed development will continue to uphold the established character of the Rand Road commercial corridor. The proposed development will result in the removal of an obsolete building to be replaced with a new contemporary building up to date on the current codes and design requirements.

- B. Special Standards for Specified Special Uses. When the district regulations authorizing any special use in a particular district impose special standards to be met by such use in such district, a permit for such use in such district shall not be recommended or granted unless the applicant shall establish compliance with such special standards.

Staff Response: Standard met. There are no uses proposed that warrant special standards for their establishment. Staff will ensure that compliance is established before any additional permits are issued.

- C. Considerations. In determining whether the applicant's evidence establishes that the foregoing standards have been met, the Plan Commission and the Board of Trustees shall consider:

1. Benefit. Whether and to what extent the proposed use and development at the particular location requested is necessary or desirable to provide a service or a

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facility that is in the interest of the public convenience or that will contribute to the general welfare of the neighborhood or community.

Staff Response: Standard met. The proposed drive-through coffee shop will provide a unique, attractive and convenient location for the residents of the community and surroundings to obtain this service.

2. Alternative Locations. Whether the purposes of the zoning code can be met by the location of the proposed use and development in some other area or zoning district that may be more appropriate than the proposed site.

Staff Response: Standard met. While the proposed land use could easily be accommodated within an outlot in any larger shopping center property, this property provides an opportunity for such a development consisting of a smaller building, and lower parking demand based on its smaller land area.

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

Staff Response: Standard met. The new building will be developed to prevent any undue adverse impact on itself or on surrounding property in relation to its location, design and operation. In particular:

- **The building will be oriented with its vehicular access to the south, and away from the residences to the north.**
- **The property is recommended to be screened from the residences to the north by means of heavy landscape material with consideration to be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window. Staff acknowledges that the trash enclosure will also act as a partial screen in its proposed location.**

9-22-5: STANDARDS FOR PLANNED UNIT DEVELOPMENTS (PUDs).

Planned unit developments are included in the zoning code as a distinct category of special use. As such, they are authorized for the same general purposes as all other special uses and in recognition of the fact that traditional bulk, space, and yard regulations that may be useful in protecting the character of substantially developed and stable areas may impose rigidities on the development or redevelopment of parcels or areas that lend themselves to an individual, planned approach.

- A. Special Use Permit Standards: No special use permit for a planned unit development shall be recommended or granted pursuant to this chapter unless the applicant shall establish that

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the proposed development will meet each of the standards made applicable to special use permits pursuant to chapter 19 of this title.

Staff Response: Standard generally met. Please refer to the “Standards for Special Use Permits” contained within this report.

- B. Additional Standards for All Planned Unit Developments: No special use permit for a planned unit development shall be recommended or granted unless the applicant shall establish that the proposed development will meet each of the following additional standards:

1. Unified Ownership Required: The entire property proposed for planned unit development treatment shall be in single ownership or under such unified control as to ensure that the entire property will be developed as a unified whole. All owners of the property shall be included as joint applicants on all applications and all approvals shall bind all owners. The violation of any owner as to any tract shall be deemed a violation as to all owners and all tracts.

Staff Response: Standard met. The entirety of the property subject to this PUD will be under common ownership of MJR Lake Zurich Real Estate Holding Company, LLC, that intends to lease the property to Who Brew IL 1, LLC. Only one land use is proposed to be operated on the property.

2. Minimum Area: The applicant shall have the burden of establishing that the subject property is of sufficient size and shape to be planned and developed as a unified whole capable of meeting the objectives for which planned unit developments may be established pursuant to this section.

Staff Response: Standard partially met. The development will require relief from the bulk requirements of the B-3 district as outlined below:

- **Per the Bulk, Space, and Yard Requirements (Section 9-4-10) of the B-3 district and pursuant to Section 9-11-5 “Legal non-conforming lots of record,” the minimum required lot area is 28,314 square feet. The existing lot is 27,458.3 square feet (3%). This was a pre-existing condition established by the plat of the lot prior to annexation to the village, over which the Applicant did not have any control.**
- **Per the Bulk, Space, and Yard Requirements (Section 9-4-10) related to setbacks in the B-3 Regional Shopping Business district, pursuant to Section 9-11-5 “Legal non-conforming lots of record,” as follows:**
 - **For non-conforming lots, the minimum required side yard setback is 11.25 feet. The applicant is requesting a decrease in the minimum setback to approximately 10 feet (11.1%)**
 - **For non-conforming lots, the minimum required rear yard setback is 22.5 feet. The applicant is requesting a decrease in the**

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minimum setback to 9.7 feet (56%) to accommodate the drive-through lanes.

3. Covenants and Restrictions to Be Enforceable by Village: All covenants, deed restrictions, easements, and similar restrictions to be recorded in connection with the planned unit development shall provide that they may not be modified, removed, or released without the express consent of the board of trustees and that they may be enforced by the village as well as by future landowners within the proposed development.

Staff Response: Standard met. the Applicant has disclosed that there is a restrictive covenant on the future use of the land as a veterinary clinic. The Applicant will not violate the provisions of this covenant through the use of the property as a drive-through coffee shop.

There are existing easements that run along the south, east and north lots lines of the property. The proposed development will continue to maintain these easements and will not conduct any new construction over these easements.

The Village will ensure that all easements are properly recorded, abided by the owners and enforced where necessary.

4. Public Open Space and Contributions: Whenever the official comprehensive plan, zoning map, or official map indicates that development of a planned unit development will create a need for land for public purposes of the village within the proposed planned unit development, the board of trustees may require that such area be designated and to the extent such need is specifically and uniquely attributable to the proposed development, dedicated to the village for such use. In addition, the board of trustees may require evidence that all requirements of village ordinances pertaining to the dedication of land or the contribution of cash in connection with subdivisions or developments of land have been met as respects the proposed planned unit development.

Staff Response: Not Applicable. The nature and scope of the development does not create a need for land for public purposes of the village within the proposed planned unit development. The purpose and intent of such contributions are provided primarily for larger residential developments consisting of multiple properties with common areas to provide for or compensate for public amenities for the benefit of new residents that will move into the community to occupy such developments.

The village has therefore determined that the development is not required to provide any public open space at this time.

5. Common Open Space:
 - a. Amount, Location, And Use: The failure of a planned unit development to provide common open space shall be considered to be an indication that it

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has not satisfied the objectives for which such developments may be approved pursuant to this zoning code. When common open space is provided in a planned unit development, the amount and location of such open space shall be consistent with its intended function as set forth in the application and planned unit development plans. No such open space shall be used for the construction of any structure or improvement except such structures and improvements as may be approved in the final plan as appropriate to the intended leisure and recreational uses for which such open space is intended.

- b. Preservation: Adequate safeguards, including recorded covenants or dedication of development rights, shall be provided to prevent the subsequent use of common open space for any use, structure, improvement, or development other than that shown on the approved final plan. The restrictions must be permanent and not for a given period of years and must run with the land. Such covenants and dedications may provide that they may be released, but only with the express written consent of the board of trustees.
- c. Ownership And Maintenance: The final plan shall include such provisions for the ownership and maintenance of such open space and improvements as are reasonably necessary to ensure their continuity, care, conservation, maintenance, and operation in accordance with predetermined standards and to ensure that remedial measures will be available to the village if such open space or improvements are permitted to deteriorate or are not maintained in a condition consistent with the best interests of the planned unit development or the village.
- d. Property Owners' Association: When the requirements of subsection B5c of this section are to be satisfied by the ownership or maintenance of such open space or improvements by a property owners' association, such association shall meet each of the following standards:
 - i. The bylaws and rules of the association and all declarations, covenants, and restrictions to be recorded must be approved as part of the final plan prior to becoming effective. Each such document shall provide that it shall not be amended in any manner that would result in it being in violation of the requirements of this subsection B5d(1); and
 - ii. The association must be established and all covenants and restrictions must be recorded prior to the sale of any property within the area of the planned unit development designated to have the exclusive use of the proposed open space or improvements; and
 - iii. The association must be responsible for casualty and liability insurance, taxes, and the maintenance of the open space and improvements to be deeded to it; and

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- iv. Membership in the association must be mandatory for each property owner and any successive owner having a right to the use or enjoyment of such open space or improvements; and
- v. Every property owner having a right to the use or enjoyment of such open space or improvements must pay its pro rata share of the cost of the association by means of an assessment to be levied by the association that meets the requirements for becoming a lien on the property in accordance with state statutes; and
- vi. The association must have the right to adjust the assessment to meet changed needs. The membership vote required to authorize such adjustment shall not be fixed at more than two-thirds (2/3) of the members voting on the issue; and
- vii. The village must be given the right to enforce the covenants; and
- viii. The village must be given the right, after ten (10) days' written notice to the association, to perform any maintenance or repair work that the association has neglected to perform, to assess the membership for such work and to have a lien against the property of any member failing to pay such assessment. For this purpose alone, the village shall have all the rights and powers of the association and its governing body under the agreements and declarations creating the association.

Staff Response: Not Applicable. Based on the nature and scope of the development, and size of the subject property, the village has determined that the development is not required to provide any public open space at this time.

- 6. Landscaping and Perimeter Treatment: Any area of a planned unit development not used for structures or circulation elements shall be landscaped or otherwise improved. The perimeter of the planned unit development shall be treated so as to ensure compatibility with surrounding uses by means such as provision of compatible uses and structures, setbacks, screening, or natural or manmade buffers.

Staff Response: Standard Partially Met. While the proposal remains compliant with the requirements of the landscape standards for plant material, but since the property backs up to residential property on the north and northeast, staff has strongly recommended that these segments of the property line be heavily landscaped with year-round screening landscape material in addition to the existing landscape material to the north around the existing detention pond. Staff has additionally recommend that consideration be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window.

- 7. Private Streets: Private streets are prohibited unless expressly approved by the board of trustees. If so approved, they shall meet all construction standards applicable to public streets. No such streets shall be approved except upon the

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condition that they shall be owned and maintained by a property owners' association meeting the requirements set forth in subsection B5d of this section.

Staff Response: Not Applicable. The development is being proposed on a single site and therefore no internal private streets are proposed. The Applicant acknowledges the existence of a cross-access easement for access to the Subject Property by means of the private Frontage Road.

8. Sidewalks: A sidewalk meeting the standards of the Lake Zurich subdivision ordinance shall be provided along at least one side of every street in or abutting a planned unit development; provided, however, that such sidewalk may be constructed in a street right of way or as a specific element of the design of the planned unit development.

Staff Response: Standard met. No sidewalk is currently proposed for this development. Additionally, the street frontage for this property is a private drive. While a sidewalk may not be required to be constructed along the frontage of the property with the right-of-way due to the presence of a public utility easement containing a village utility, a fee in lieu of sidewalk will be collected.

9. Utilities: All utility lines shall be installed underground.

Staff Response: Standard Met. All proposed utilities including water and sanitary mains, electric, gas and communications (cable) attributable to the development are proposed to be underground. Currently, existing cable and electric utilities are run overhead along the south right-of-way. These will continue to remain in their current configuration.

- C. Additional Standards for Specific Planned Unit Developments: When the district regulations authorizing any planned unit development use in a particular district impose standards to be met by such planned unit development in such district, a special use permit for such development shall not be recommended or granted unless the applicant shall establish compliance with such standards. (Ord., 10-2004)

Staff Response: Standard Met. There are no additional standards imposed through the establishment of the development within such district other than what are currently being requested for approval.

IDENTIFICATION AND ANALYSIS OF ZONING RELIEF FOR THE PLANNED UNIT DEVELOPMENT (PUD)

On analysis of the proposed development against the various standards contained within the municipal code, staff has identified the following modifications to the zoning code.

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1. **Section 9-4-10.B.1 Minimum Lot Area pursuant to Section 9-11-5 “Legal non-conforming lots of record.”** For non-conforming lots, the minimum required lot area in the B-3 district is 28,314 square feet. The Applicant is proposing the development on a non-conforming lot with a land area of 27,458.3 square feet.

This is a pre-existing condition established as a part of the original platting of the lot, over which the Applicant does not have any control.

2. **Section 9-4-10.C.2 Minimum Yards; Side, pursuant to Section 9-11-5 “Legal non-conforming lots of record.”** For non-conforming lots, the minimum required side yard setback in the B-3 district is 11.25 feet. The applicant is requesting a decrease in the minimum setback to 10 feet.
3. **Section 9-4-10.C.3 Minimum Yards; Rear, pursuant to Section 9-11-5 “Legal non-conforming lots of record.”** For non-conforming lots, the minimum required rear yard setback in the B-3 district is 22.5 feet. The applicant is requesting a decrease in the minimum setback to 9.7 feet.

The property to east is developed with a commercial building and parking lots, which will not be significantly affected by reduction in the side yard setback by approximated 1.25 feet. The Subject Property is bound by open space on the west and north and will therefore have no impact on those sides of the lot. However, there are residential properties further to the north and northeast. Staff has therefore recommended that those areas of the lot be heavily landscaped to provide year-round screening of the proposed land use from the residences to the north.

4. **Section 9-8B-3.B. Maximum Illumination at Property lines.** The maximum permitted illumination at property lines is 0.5 foot-candles. The illumination plan indicates illumination in certain areas at 0.8 foot-candles.
5. **Section 9-8B-3.D. Maximum Illumination At Any Point Within Interior Of Property.** The maximum permitted illumination at any time at any point within the property is 10.0 foot-candles. The illumination plan indicates that illumination level below the canopy to be a high of 30 foot-candles and a low of 6.9 foot-candles.

To be consistent with the trend of relief granted to other projects within the business districts, staff recommends that the illumination levels under the canopy not exceed 20 foot-candles.

6. **Section 12-1-10.G.3.c.Table 10.2. Maximum Area.** The maximum area of a ground sign in the B-3 district on property with frontage that is less than 200 feet and less than 2 acres in lot area is 50 square feet. The applicant has proposed a sign with a design when measured using the parameters of the sign code, measures at 97.3 square feet on the property with a frontage of 100 feet and lot area of 0.6 acre (24,458.3 square feet).

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Staff recommends that the sign be redesigned to meet the requirements of the sign code – at 50 square feet.

7. **Section 12-1-10.K.3 Maximum Size.** The maximum size of a wall sign is established at one and one-half (1½) square feet per linear foot of building wall where the wall sign will be mounted or forty (40) square feet, whichever is greater. The applicant is proposing wall signs of areas greater than 40 square feet – at 40.92 square feet and 50.18 square feet.

Staff recommends that the signs be designed to conform with the requirements of the sign code – no greater than 40 square feet in total area per wall.

RECOMMENDATION

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

- Section 9-19-3: Standards for Special Use Permits
- Section 9-22-5: Standards for Planned Unit Developments (PUD)

Based on the review of staff, the standards for approval will be met with the recommended zoning relief and clarification/justification of the traffic counts onto and off the property along Frontage Road. Staff therefore recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Staff of the Community Development Department therefore recommends the approval of Application PZC 2024-02, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application, Cover Letter and attachments dated April 12, 2024, prepared by Mr. Chris George of Tartan Realty Group, Inc, agent of Applicant.
 - b. Legal Description of the Subject Property.
 - c. Ground Lease Agreement between Who Brew IL 1, LLC, and MJR Lake Zurich Real Estate Holding Company, LLC dated December 28, 2023.
 - d. Restrictive Covenant Agreement running with the property prohibiting the use of the property for the “practice of veterinary medicine,” for a period of 10 years, which document is recorded with the Lake County Recorder as Document Number 7983291 on July 7, 2023.
 - e. Plat of Subdivision of Deerpath Court Retail Center, depicting the location of the lot of the Subject Property, easements providing for access, stormwater management, drainage and public utilities, which document is recorded with the Lake County Recorder as Document Number 2791794 on May 12, 1989.

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- f. Amendment to Access Easement related to vehicular access to the Subject Property, dated July 27, 1990, such document recorded with the Lake County Recorder as Document Number 2929424 on date unknown.
 - g. ALTA/NSPS Land Title and Topographical Survey prepared by Jen K. Doe Professional Surveyors, dated December 14, 2023.
 - h. Site development Plans for 7 Brew Drive-through Coffee, including the following sheets:
 - i. Cover Sheet C0.0
 - ii. General Notes C0.1
 - iii. Demolition Plan C1.1
 - iv. Erosion Control Plan C1.2
 - v. Site Plan C2.1
 - vi. Grading Plan C3.1
 - vii. Utility Plan C4.1
 - viii. Landscape Plan C5.1
 - ix. Striping Plan C6.1
 - x. Details Sheets C71. And C72.
 - i. Stormwater Runoff data – data run on April 12, 2024.
 - j. Architectural Plans and Elevations prepared by Veritas Architecture and Design, dated April 3, 2024 including the following:
 - i. Floor Plan Sheet A1.2
 - ii. Exterior Elevations, Sheets A2.0-A2.3
 - iii. Material Color Board.
 - k. Site Photometric Plan prepared by Veritas Architecture and Design, Sheet SE1.1, dated March 28, 2024.
 - l. Signage Plan for 7 Brew Coffee prepared by Chandler Signs, Sheets 1-10, dated February 26, 2024.
 - m. Monument Sign Plan and Specifications prepared by Veritas Architecture and Design, Sheet A1.0, dated October 16, 2023.
 - n. Traffic Study Compliance Letter prepared by Toth & Associates, dated April 11, 2024
2. In compliance with the Village of Lake Zurich Land Development Code, the Applicant is required to install all required public utilities and shall provide surety to guarantee the proper installation of these improvements and to ensure that water and sanitary sewer service is delivered to the lot per the current codes and requirements.
 3. Hours of operation are proposed at and shall not exceed 5:30 a.m. to 10:00 p.m. However commercial delivery hours and garbage pickup are generally prohibited between 9:00 p.m. and 7:00 a.m. Deliveries and similar services shall not be conducted during the prohibited hours
 4. Review of the Traffic Study indicates that additional traffic will be added to the Frontage Road and the signalized intersection of Rand Road; and that the outbound trips count level could put approximately an additional one car per minute making this turning movement. The Applicant shall therefore address the daily peak trip times and demonstrate that these

Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

will not conflict with adjacent businesses and establishments that perhaps open, operate or remain closed at the peak hours thereby lowering the number of trips on these roadways.

5. The elevations note “Shielded surface-mounted LED neon flex lighting” classified in the village sign code as Neon or LED lighting to outline doors, windows, architectural features, and building facades. Such lighting shall not be permitted as an elevation treatment of the building.
6. The signage proposal shall conform with the requirements of the sign code. The design of the monument sign may be modified to meet the measuring parameters used by the code to measure sign area. A maximum departure of 10% for signage may be considered as a departure from the requirements of the sign code.
7. The maximum illumination levels under the canopy shall not exceed 20 foot-candles.
8. The area of the Subject Property along the north and northeast lot lines that backs up to residential property shall be heavily landscaped with year-round screening landscape material in addition to the existing landscape material to the north around the existing detention pond. Consideration also be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window.
9. The curbs along the private access drive to the site shall terminate at the easterly and westerly property lines, and connect to existing curb where present.
10. A sidewalk shall be installed along the street frontage of the property in accordance with the village’s sidewalk requirements. However, the access to the property is via a private street. Therefore, in the event that the construction of a sidewalk is not possible, the Applicant shall pay a fee in lieu of installing a sidewalk along the street frontage of the property to be collected and placed into an escrow account that will fund the construction and upkeep of sidewalks within the Village. Such fee shall be based upon the per square-foot cost of a 5-foot wide sidewalk as determined by the Village at the time of issuance of the building permit, and collected at such time.
11. Demolition and removal of the existing structures on the Subject Property shall occur upon the issuance of a demolition permit and prior to issuance of any building permit.
12. The Redevelopment shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich, including general and continuing compliance with Title 10 of the Village Code, the Land Development Code, and all of the engineering and land improvement requirements, standards and specifications set forth in Chapter 6 of said Land Development Code, unless otherwise approved or provided for in the final engineering plans or development agreement for the Subject Property.

Respectfully Submitted,

Sarosh Saher, Community Development Director

Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

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

**880 South Rand Road
May 15, 2024**

The Planning & Zoning Commission recommends approval of Application PZC 2024-02, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **May 15, 2024** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application subject to revisions required by Village Staff, Village Engineer, Village Landscape Consultants and applicable governmental agencies:
 - a. Zoning Application, Cover Letter and attachments dated April 12, 2024, prepared by Mr. Chris George of Tartan Realty Group, Inc, agent of Applicant.
 - b. Legal Description of the Subject Property.
 - c. Ground Lease Agreement between Who Brew IL 1, LLC, and MJR Lake Zurich Real Estate Holding Company, LLC dated December 28, 2023.
 - d. Restrictive Covenant Agreement running with the property prohibiting the use of the property for the “practice of veterinary medicine,” for a period of 10 years, which document is recorded with the Lake County Recorder as Document Number 7983291 on July 7, 2023.
 - e. Plat of Subdivision of Deerpath Court Retail Center, depicting the location of the lot of the Subject Property, easements providing for access, stormwater management, drainage and public utilities, which document is recorded with the Lake County Recorder as Document Number 2791794 on May 12, 1989.
 - f. Amendment to Access Easement related to vehicular access to the Subject Property, dated July 27, 1990, such document recorded with the Lake County Recorder as Document Number 2929424 on date unknown.
 - g. ALTA/NSPS Land Title and Topographical Survey prepared by Jen K. Doe Professional Surveyors, dated December 14, 2023.
 - h. Site development Plans for 7 Brew Drive-through Coffee, including the following sheets:
 - i. Cover Sheet C0.0
 - ii. General Notes C0.1
 - iii. Demolition Plan C1.1
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 - vii. Utility Plan C4.1
 - viii. Landscape Plan C5.1
 - ix. Striping Plan C6.1
 - x. Details Sheets C71. And C72.
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Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

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 4. Review of the Traffic Study indicates that additional traffic will be added to the Frontage Road and the signalized intersection of Rand Road; and that the outbound trips count level could put approximately an additional one car per minute making this turning movement. The Applicant shall therefore address the daily peak trip times and demonstrate that these will not conflict with adjacent businesses and establishments that perhaps open, operate or remain closed at the peak hours thereby lowering the number of trips on these roadways.
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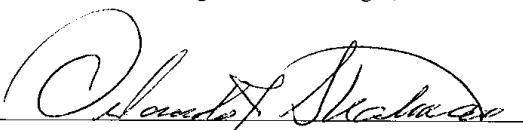
Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

detention pond. Consideration also be given to constructing a screening wall or fence to screen the headlights of customer vehicles as they travel the property to the pickup window.

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



Planning & Zoning Commission Chairman

Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

EXHIBIT A
LEGAL DESCRIPTION OF SUBJECT PROPERTY

PARCEL 1:

LOT 16 (EXCEPT THAT PART FALLING IN PLAT OF SUBDIVISION AND RESUBDIVISION OF DEERPATH COURT RETAIL CENTER) IN TOWER HILL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 30, 1952 AS DOCUMENT 761804, IN BOOK 1115 OF RECORDS, PAGE 139, IN LAKE COUNTY, ILLINOIS.

PARCEL 2:

EASEMENTS AND APPURTENANT TO AND FOR THE BENEFIT OF PARCEL 1 FOR INGRESS AND EGRESS AS CONTAINED IN THE ACCESS EASEMENT RECORDED AS DOCUMENT NO. 2797351 AND AS AMENDED BY DOCUMENT NO. 229424, IN LAKE COUNTY, ILLINOIS.

COMMONLY KNOWN AS: 880 S. RAND RD., LAKE ZURICH, ILLINOIS

Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

EXHIBIT B
PUBLIC HEARING SIGN PRESENT AT SUBJECT PROPERTY



Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

EXHIBIT C
IMAGES OF THE SUBJECT PROPERTY
(Images Courtesy of Google, dated August 2022)

View of Property from Pheasant Ridge Road



Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

IMAGES OF THE SUBJECT PROPERTY (continued)



View of Subject Property from Frontage Road



Staff Report
APPLICATION PZC 2024-02

Community Development Department
PZC Meeting Date: May 15, 2024

View of Subject Property and adjacent Commercial Property from Rand Road



Lake County, Illinois



Lake County, Illinois



Map Printed on 5/9/2024



☐ Tax Parcel Lines

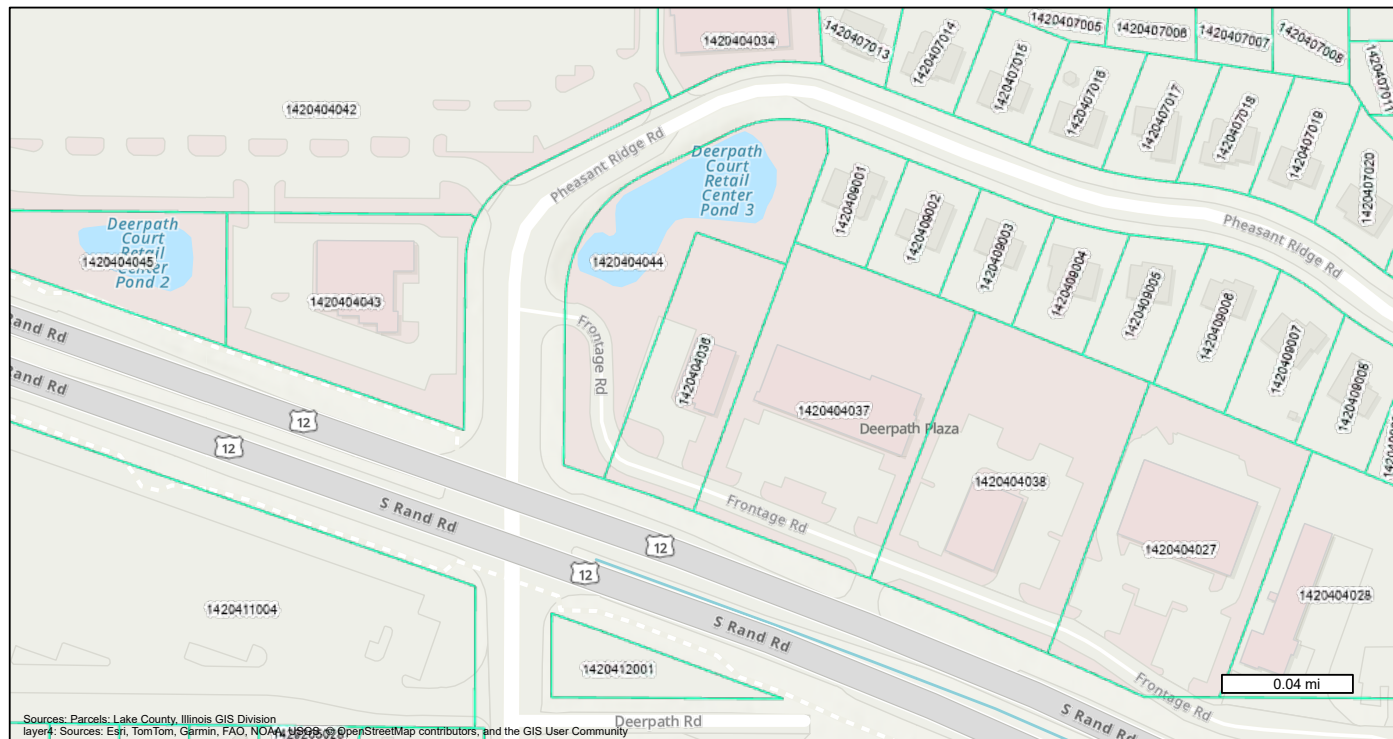
Tax Parcel
Information

880 South Rand Road

Disclaimer:

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

Lake County, Illinois



Map Printed on 5/9/2024



PIN Labels

☒ Tax Parcel Lines

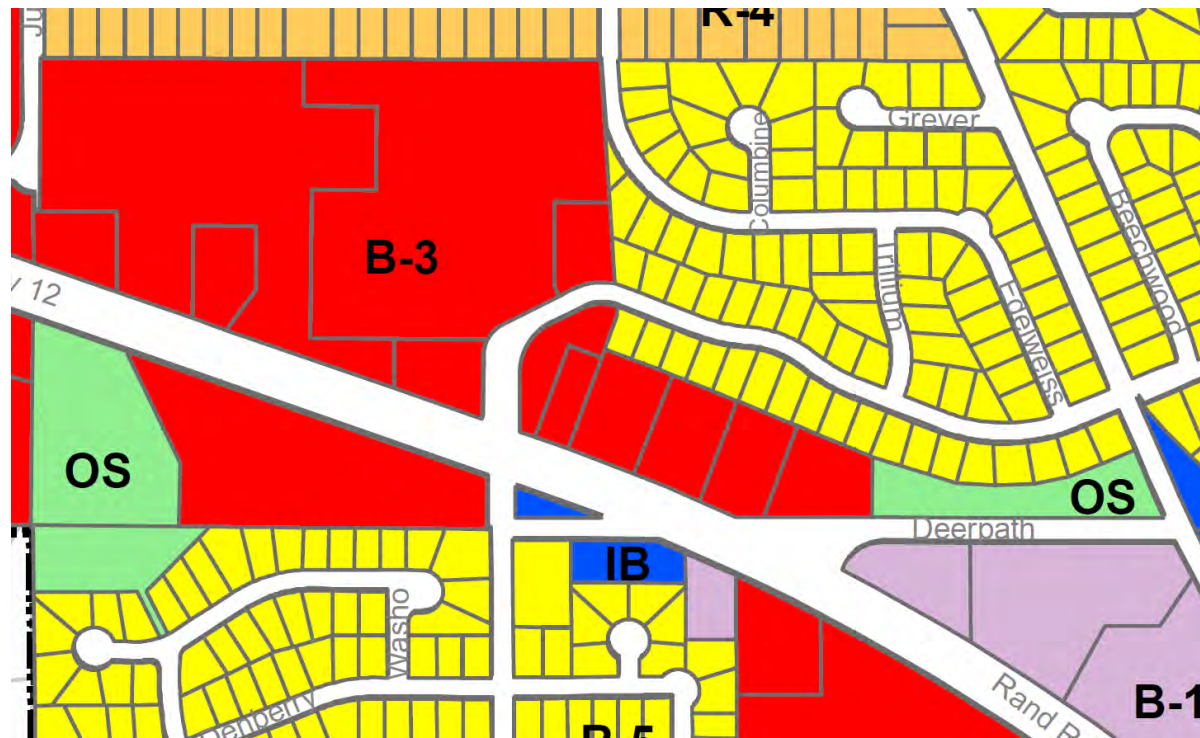
Tax Parcel
Information

880 South Rand Road

Disclaimer:

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Village of Lake Zurich
Zoning Map
880 South Rand Road



**VILLAGE OF LAKE ZURICH
NOTICE OF PUBLIC HEARING**

PUBLIC NOTICE IS HEREBY GIVEN to all persons that the Village of Lake Zurich Planning & Zoning Commission shall conduct a public hearing on May 15, 2024, at 7:00 P.M. in the Board Room of the Lake Zurich Village Hall, 70 East Main Street, Lake Zurich, Illinois for the purpose of considering a zoning application filed with the Village requesting approval for a Special Use Permit for a Planned Unit Development (PUD) to allow for the development of a drive-through coffee shop, at the property whose common street address and property index number (PIN) are stated below. A copy of the application and the Zoning Code are on file with, and available for public inspection during regular Village business hours in the Lake Zurich Community Services Department.

Common Street Address: **880 South Rand Road**
Property Index Number (PIN): **14-20-404-036**

At said public hearing, the Planning & Zoning Commission shall accept all testimony and evidence pertaining to said application and shall consider any and all possible zoning actions, including the granting of any necessary special use permits, variations, other special approvals, or amendments to the text of the Zoning Code that may be necessary or convenient to permit development of the proposed type of the described property. All interested persons are invited to attend and be heard.

DATED: April 29, 2024
Orlando Strotman
Chairperson, Planning & Zoning Commission
Published Daily Herald, May 1, 2024 (4615246)

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 05/01/2024 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

Danula Baetz

Designee of the Publisher of the Daily Herald

Control # 4615246





Always our Best

POLICE DEPARTMENT

200 Mohawk Trail
Lake Zurich, Illinois 60047
(847) 719-1690
www.lakezurich.org

MEMORANDUM

Date: June 5, 2024
To: Ray Keller, Village Manager *PK*
From: Steve Husak, Police Chief
C: Michael Duebner, Assistant Village Manager
Subject: **Lake Consolidated Emergency Communications (LakeComm)
Intergovernmental Agreement**

AGENDA ITEM

7a

Issue: In recent years, governmental entities across Lake County have studied whether consolidating more than a dozen independent primary and secondary Public Safety Answering Points (PSAPs) in Lake County could enhance the service these PSAPs provide while also more efficiently providing the right public safety resources to the right location, with the right information, in the shortest amount of time. All of the studies concluded that emergency dispatch consolidation is a mutually beneficial path for public safety entities in Lake County and the communities they serve.

Analysis: The potential benefits of dispatch consolidation include: reduced call transferring, staffing improvements to provide enhanced coverage for 24/7 operations, more consistent and effective service delivery, greater opportunities for inter-agency response and backup, better data sharing between agencies and responders in the field, along with expanded oversight, enhanced interoperability and the ability to share information across jurisdictions, operational savings, reductions in future capital investment, and the elimination of duplicative technology maintenance agreements.

A significant step toward technological consolidation occurred in 2021 when a county-wide Request For Proposal (RFP) of a scalable, shared, integrated, enterprise family of systems and software that includes Computer Aided Dispatch (CAD), mobile data, Law Enforcement Records Management System (LE RMS), Jail Management System (JMS), electronic crash, and electronic ticket systems to support 9-1-1 services, emergency dispatch services, and records management for partner municipalities and agencies was received. Tyler Technologies was awarded the contract for these countywide systems. The project was funded by Lake County and the Lake County ETSB. The various systems went operational this year.

The most significant step toward regional emergency dispatch consolidation occurred in October 2021 when the Lake County Board authorized entering into an agreement for design and construction of a consolidated 911 center and Emergency Operations Center (EOC) on the Lake County campus in Libertyville, Illinois. Once completed, the facility will provide space for a

regional 911 center, Lake County Emergency Management Agency (EMA), and the Joint Emergency Telephone System Board of Lake County (JETSBS). Lake County has committed \$40M in bonds, ARPA funds, and federal grant funds to construct the facility. The project design is scheduled to be complete at the end of 2022, with the goal of construction completion by 2026.

Since the Fall of 2022, Lake Zurich has partnered in the process to develop and implement an intergovernmental agreement establishing a new consolidated PSAP in Lake County, Illinois to replace and consolidate the PSAPs operated by the parties to the agreement. The implementing IGA established Lake Consolidated Emergency Communications (LakeComm) as the new consolidated PSAP to replace and consolidate partner Lake County PSAPs.

A new consolidated PSAP should address the following items:

- Establishment of an independent intergovernmental cooperative for the new consolidated PSAP to provide 911 and emergency dispatch services for participating Lake County communities and fire districts.
- A clear pathway for any Lake County municipal corporations and units of local government to become a partner / member of the new consolidated PSAP.
- By-laws that include PSAP governance structure and initial cost sharing formulas.
- Clearly defined baseline of services provided by the new consolidated PSAP.
- Detailed implementation, migration, and transition plans from individual PSAPs into the Regional Operations and Communications facility in Libertyville.
- Initial staff structure and functions for the new consolidated PSAP.
- Transition pathways for current employees from the various PSAPs across Lake County to the new consolidated PSAP.
- Technology requirements and baseline to support consolidated operations.
- The long-term use of the new, consolidated, county-wide Computer Aided Dispatch system.
- The long-term lease of the 911 and emergency dispatch center and its associated supporting spaces in the Regional Operations and Communications facility on the Lake County government campus in Libertyville.

Budgetary Analysis: Transitioning to the LakeComm consolidated dispatch center is projected to save the Village of Lake Zurich approximately \$170,000 in the first year and approximately \$500,000 over the first six years, when compared to continuing to operate an independent dispatch center.

The Village's 24/7 dispatch center currently operates with a FY 2024 budget of \$1.69 million. Of that amount, approximately \$990,000 in costs are attributed to the Village's Fire and Police Departments, after accounting for the partner agencies that contract with the Village for dispatch services.

LakeComm estimates that the Village's first year cost will be about \$820,000, with costs assigned by a formula relying on population, call activity and the equalized assessed value of each jurisdiction served. The Village's actual costs will be determined by the Village's call activity, as well as those of member jurisdictions, the total costs to operate LakeComm and inflation. The cost model anticipates that Lake Zurich's costs will increase over the next six years, but will still yield notable savings over maintaining the status quo.

This transition also forestalls the Village's need to reinvest in consoles and equipment that are presently nearing their end of life, thus avoiding a substantial capital outlay. The LakeComm preliminary budget includes the purchase and eventual replacement of capital equipment needed to support their operations.

The Village anticipates transitioning its dispatch operations to LakeComm in the 3rd or 4th quarter of 2025, depending on the order in which the existing PSAPs are absorbed into LakeComm. Staff will draft the FY 2025 budget to maintain current operations through that transition, and then shift to contracting for dispatch services thereafter.

Recommendation:

The Village of Lake Zurich is committed to the concept of PSAP consolidation in order to provide the most timely, effective, and efficient 9-1-1 and emergency dispatch service to Lake County residents and first responders.

Staff is therefore recommending that the Village of Lake Zurich become a founding member of the Lake Consolidated Emergency Communications (LakeComm) organization.

w/ Attachment: Lake Consolidated Emergency Communications IGA

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2024-06-087

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
ESTABLISHING THE LAKE CONSOLIDATED EMERGENCY CPMMUNICATIONS
(LAKECOMM) PUBLIC SAFETY ANSWERING POINT**

WHEREAS, the Signatories have the authority to enter into this Intergovernmental Agreement (IGA) under the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Section 10 of the 1970 Constitution of the State of Illinois, and other applicable law; and

WHEREAS, in April 2017, the County of Lake and the Lake County Emergency Telephone System Board (ETSB) received the *9-1-1 Consolidation Report* which concluded that dispatch consolidation is a mutually beneficial path for public safety entities in Lake County; and

WHEREAS, the 9-1-1 Consolidation Report stated the potential benefits of dispatch consolidation include: reduced call transferring; staffing improvements to provide enhanced coverage for 24/7 operations; more consistent and effective service delivery; greater opportunities for interagency response and backup; better data sharing between agencies and responders in the field, along with expanded oversight; enhanced interoperability and the ability to share information across jurisdictions; operational savings; reductions in future capital investment; and the elimination of duplicative technology maintenance agreements; and

WHEREAS, the recommendations from the 9-1-1 Consolidation Report were shared in numerous meetings with community and public safety representatives; and

WHEREAS, in Spring of 2018, a Consortium of 21 Lake County Public Safety Entities (PSEs), to include the County of Lake, the Lake County Sheriff, and the Lake County ETSB agreed through an IGA to participate in the 9-1-1 Consolidation Implementation Planning Project and committed to the next phase of 9-1-1 consolidation efforts in Lake County; and

WHEREAS, the participating PSEs worked together on 9-1-1 consolidation efforts and initiatives through regular meetings of the Consortium Governance Committees and various working groups; and

WHEREAS, in December of 2019, the *Regional 9-1-1 Consortium Concept of Operations and Implementation Plan* was approved by the Consortium Governance Committees; and

WHEREAS, in August 2020, the Consortium unanimously approved extending the original IGA 12 months, through September 6, 2021, to continue progress on initiatives in the approved *Regional 9-1-1 Consortium Concept of Operations and Implementation Plan*; and

WHEREAS, in May 2021, the Consortium completed a joint request for proposal (RFP) and procurement of a scalable, shared, integrated, enterprise family of systems / software that included Computer Aided Dispatch (CAD), Mobile Data, Law Enforcement Records Management (LE RMS), Jail Management (JMS), Electronic Crash, and Electronic Ticket systems to support 9-1-1 services, emergency dispatch services, and records management for partner municipalities and agencies throughout Lake County; and

WHEREAS, the Lake County ETSB funded and is the Executive Agent for the CAD and Mobile Data contract; and

WHEREAS, the County of Lake funded and the Lake County Sheriff is the Executive Agent for the Law Enforcement RMS, JMS, E-Crash, and E-Ticket contract; and

WHEREAS, in September 2021, the Consortium unanimously approved extending the original IGA an additional 12 months, through September 6, 2022, to continue progress on initiatives in the approved *Regional 9-1-1 Consortium Concept of Operations and Implementation Plan*; and

WHEREAS, in October 2021, the Lake County Board authorized entering into an agreement for architectural and engineering design services for a facility on the Lake County Campus in Libertyville, Illinois to accommodate a consolidated 9-1-1 and emergency dispatch center, ETSB systems and staff, and the Lake County Emergency Management Agency; and

WHEREAS, in 2022, as the next phase in 9-1-1 and emergency dispatch consolidation, the County of Lake and eight Public Safety Answering Points (PSAPs) partnered through an IGA (“Planning IGA”) to, “develop an Implementing Intergovernmental Agreement (“Implementing IGA”) that establishes a NEW CONSOLIDATED PSAP in Lake County, Illinois to replace and consolidate the PSAPs operated by the Parties to this Agreement;” and

WHEREAS, the Planning IGA established a governance structure in the PSAP Consolidation Committee (PCC) and other procedures that its signatories have followed since that IGA's inception; and

WHEREAS, with the Planning IGA, the County of Lake agreed to build a new, purpose-built 9-1-1 and emergency dispatch center at the County's expense as part of the Regional Operations and Communications (ROC) Facility on the Lake County Libertyville campus for the purpose of establishing the NEW CONSOLIDATED PSAP to best serve the residents of Lake County; and

WHEREAS, with the Planning IGA, the County agreed to fully fund the ROC Facility capital expense, including the planning, building, and general furnishings for the ROC Facility, which will house the NEW CONSOLIDATED PSAP; and

WHEREAS, on July 7, 2023, a 9-1-1 consolidation milestone was reached with the ROC Facility Groundbreaking; and

WHEREAS, on January 15, 2024, the Village of Lake Zurich reaffirmed its commitment to the consolidation of Public Safety Answering Points in Lake County with the approval of Amendment #1 to the Planning IGA joining Lake County, CenCom E911, Fox Lake, Gurnee, Mundelein, and Vernon Hills as full partners in the Planning IGA; and

WHEREAS, on April 10, 2024, a 9-1-1 consolidation milestone was reached with the PSAP Consolidation Committee's acceptance of the *Lake County, Illinois, PSAP Consolidation Final Report and Transition Plan*; and

WHEREAS, on April 16, 2024, a 9-1-1 consolidation milestone was reached with the Computer Aided Dispatch (CAD), Mobile Data, and Law Enforcement Records Management (LE RMS) components of the scalable, shared, integrated, enterprise family of software becoming operational for 40 agencies; and

WHEREAS, the Parties to the Planning IGA, the agencies currently dispatched by the partner PSAPs, the PSAP Consolidation Committee, and hired consultants have worked diligently and collaboratively to develop the attached IGA as well as supporting plans and estimates to establish LakeComm as a new, joint governance, consolidated PSAP for the residents of Lake County; and

WHEREAS, all cities, villages, fire protection districts, the County, the Sheriff, and other units of local government that directly provide public safety service, that are located, wholly or

partly within Lake County or geographically adjoin the boundaries of an existing PSAP Member located within Lake County are invited to be a member of LakeComm; and

WHEREAS, once established, LakeComm, working closely with the supporting JETSB, will define and coordinate the criteria and timeline to transition operations from individual partner PSAPs to consolidated LakeComm operations in the ROC Facility; and

WHEREAS, the planning goal is for LakeComm to be fully operational by the end of Calendar Year 2025, but is contingent on the consolidation of the Lake County ETSB and associated partner JETSBs into a new, single JETSB and the final approval of the State 9-1-1 Administrator; and

WHEREAS, as a member of LakeComm, the Village of Lake Zurich fully committed to the consolidation of Public Safety Answering Points and Emergency Telephone System Boards in Lake County to provide timely, effective, and efficient 9-1-1 and emergency dispatch service to the benefit of all Lake County residents, visitors, and first responders.

NOW, THEREFORE, BE IT RESOLVED by the Lake Zurich Village Board of Trustees, to hereby authorize the adoption and execution of the Intergovernmental Agreement Establishing Lake Consolidated Emergency Communications (LakeComm) attached to this resolution.

ADOPTED this 17th day of June, 2024

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this ____ day of June, 2024

Village President

Village Clerk

INTERGOVERNMENTAL AGREEMENT

Establishing

Lake Consolidated Emergency Communications (LakeComm)

THIS AGREEMENT, entered into, by, and between the following units of local government and that constitute the founding members of the public agency are as follows:

The **County of Lake** ("County"), an Illinois body politic and corporate; the **Village of Antioch**, an Illinois municipal corporation; the **First Fire Protection District of Antioch**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Beach Park Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Countryside Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Fox Lake**, an Illinois municipal corporation; the **Fox Lake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Gurnee**, an Illinois municipal corporation; the **Greater Round Lake Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Island Lake**, an Illinois municipal corporation; the **Lake Villa Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **Village of Lake Zurich**, an Illinois municipal corporation; the **Village of Mundelein**, an Illinois municipal corporation; the **City of North Chicago**, an Illinois municipal corporation; the **Village of Round Lake**, an Illinois municipal corporation; the **Village of Round Lake Beach**, an Illinois municipal corporation; the **Village of Round Lake Heights**, an Illinois municipal corporation; the **Village of Round Lake Park**, an Illinois municipal corporation; the **Village of Vernon Hills**, an Illinois municipal corporation; the **Wauconda Fire Protection District**, a Fire Protection District organized under the Illinois Fire Protection District Act, 70 ILCS 705/1, et seq.; the **City of Zion**, an Illinois municipal corporation; and **additional units of local government** who agree to become Members upon passage of a resolution or ordinance duly authorized by the corporate authorities establishing their agreement to participate as founding members and approving this Agreement on or before July 1, 2024 (hereafter referred to as a "Member" or collectively as the "Members").

WITNESSETH:

WHEREAS, the Members have authority to enter into this Intergovernmental Agreement (IGA) under the Article VII, Section 10, of the Constitution State of Illinois, 1970, and the resulting organization is a "public agency" as defined in the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., and Article VII, Section 1050, 50 ILCS 750/15.4a – Consolidation, Ill. Admin. Code tit. 83, § 1324.200 Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq; ILCS 120/2(c)(1) (11); and

WHEREAS, the Members have determined that consolidating would improve emergency call-processing and dispatching; and

WHEREAS, the Members desire to improve regional coordination and funding for the provision of quality emergency communication services; and

WHEREAS, all cities, villages, fire protection districts, the County, and other units of local government that directly provide public safety service, that are located, wholly or partly within Lake County, Illinois or geographically adjoin the boundaries of an existing PSAP Member located within Lake County are invited to participate in Lake Consolidated Emergency Communications (LakeComm); and

WHEREAS, the function of LakeComm is to provide all administrative and operational duties and services as generally accepted and necessary for the provision of emergency communications services; and

WHEREAS, the Members have mutually determined that it is in the interest of all Members for the consolidation of emergency communications services into one service, to be overseen and managed by LakeComm; and

WHEREAS, each participating Member will have representation on the Member Board of Directors (hereinafter referred to as "Member Board"); and

WHEREAS, it is the desire of the signatories hereto to jointly provide for and maintain a consolidated public safety answering point and emergency dispatch for their mutual advantage and concern.

NOW, THEREFORE, IN LIGHT OF THE FOREGOING, THE MEMBERS AGREE AS FOLLOWS:

Section 1. Definitions

As used in this Agreement the following words and phrases shall have meanings indicated unless the context clearly requires others:

Lake Consolidated Emergency Communications (LakeComm) – Shall mean collectively the Members / Parties to this Agreement in their capacity as providers and / or receivers of 9-1-1 and emergency dispatch services; or, as the context may require, the system of providing such services; or the facility housing the LakeComm operation.

Member Agency (Member) – The County of Lake or a governmental organization that employs staff and directly delivers public safety services who is a party to this agreement.

Member Board of Directors (Member Board) – A collective body composed of representatives from the Member Agency entities, as defined in Article IV, accountable for governance of LakeComm and executing the duties set forth under this Agreement and Bylaws.

Executive Committee – A select group of individuals appointed or designated by the Member Agencies or governmental entities who are party to the Agreement. This body is entrusted with the authority and responsibility to execute the provisions as defined in the Agreement and the Bylaws.

Advisory Committees – Formally recognized groups of individuals appointed or designated to offer informed perspectives, guidance, and recommendations to assist the Executive Director in achieving the goals and objectives outlined in the Agreement. The advisory committees serve as consultative bodies, providing valuable insight and expertise to inform decision-making processes.

LakeComm Fund – Established under the terms of the Agreement to hold contributions made by Members and other assets as determined and defined in the Bylaws of the Agreement.

Section 2. Establishment

Lake Consolidated Emergency Communications (LakeComm) is hereby established by this Intergovernmental Agreement executed by the undersigned Members and shall be deemed a public agency as defined in the Constitution of the State of Illinois, 1970, Intergovernmental Cooperation Act 5, ILCS 220/2 (1). The Members undertake this collaboration to establish a consolidated public safety answering point (PSAP) and emergency dispatch agency for the purpose defined herein.

Article I. PURPOSE

LakeComm is a partnership among the Member Agencies as they are defined above, voluntarily established by its Members pursuant to Article VII, Section 10, of the Constitution of the State of Illinois, 1970, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq. It is organized for the purpose of:

- a. Providing the staffing, equipment, services, and other items necessary and appropriate for the establishment, operation, and maintenance of a consolidated public safety communications system for the mutual benefit of the members of LakeComm.
- b. Establishing governance in accordance with this Agreement and ensuring a foundation and support structure exists to provide accountability and transparency to and among

Member Agencies and LakeComm; moderating the influence of an individual organization or single entity so that all Members are represented; and supporting the Executive Director in achieving equitability, long term sustainability, and fiscal responsibility.

Article II. MEMBERSHIP

All cities, villages, fire protection districts, the County of Lake, and other units of local government that directly provide public safety service, that are located, wholly or partly within Lake County, Illinois or geographically adjoin the boundaries of a then existing LakeComm Member Agency and that are permitted by the Intergovernmental Agreement ("Agreement") to contract and associate with other units of local government are eligible for membership and participation in LakeComm.

1. Participation

The Members signing below agree that any entity approved for participation in this Agreement, under the procedures set forth below, shall be entitled to participate in this Agreement under the terms set forth in this Agreement.

A unit of local government's membership and participation in LakeComm is conditioned upon the following:

- a. Its execution of the Agreement creating and establishing LakeComm.
- b. Its delivery to LakeComm of a certified copy of its resolution or ordinance authorizing its execution of the Agreement.
- c. Its agreement to be bound by the LakeComm Agreement (to include any Exhibits to the Agreement), Bylaws, and policies.
- d. Recurring contributions as determined and defined under the terms of the LakeComm Agreement or Bylaws.
- e. All Members signing the initial charter of LakeComm (this Agreement) by July 1, 2024 will be granted membership in good standing. After July 1, 2024 any new Member Agency shall be admitted on a two-thirds (2/3) affirmative vote of the full membership of the Member Board.
- f. All new Members shall become liable for payment of existing debts and liabilities of LakeComm to the same extent as all previously existing Members.
- g. The County's membership shall include the pathway for Lake County Sheriff's Office membership upon written request from the Sheriff to become a Member Agency of LakeComm and the Sheriff's confirmation of compliance with paragraphs c, d, and f of this section. With the County's membership, section e of this section as well as any

current or future requirements for the admission of new members shall not apply to Lake County Sheriff's Office becoming a Member Agency.

2. Duration of Agreement

This Agreement for LakeComm shall continue in effect until dissolution of LakeComm as defined in this Agreement. Withdrawal from the Agreement by individual Members is defined in Article XIV of the Agreement. Upon such termination, the assets remaining shall be disposed of in the manner set forth in said Bylaws.

3. Admission of New Members

Additional agencies may become Members by written addendum to this Agreement upon two-thirds (2/3) affirmative vote of the full membership of the Member Board to determine if the new Member is admitted.

Article III. ORGANIZATION

Hereby established through this Agreement is a Member Board of Directors, an Executive Committee, and an Executive Director for LakeComm. The Chair and Vice-Chair of the Member Board of Directors shall also serve as the Chair and Vice Chair of the Executive Committee. No designated Member of the Member Board of Directors or Executive Committee shall receive a salary or compensation for service to these entities.

Article IV. MEMBER BOARD OF DIRECTORS

1. Composition

The Member Board shall consist of one representative from each LakeComm Member who is designated by resolution or ordinance, specifically:

- a. The Mayor or President of each Member municipality.
 - i. Should they choose, the Mayor or President of each Member municipality may delegate their principal designee on the Member Board to another Trustee, Chief Administrative Officer, or appointed official by resolution or ordinance.
 - ii. A designated alternate shall also be appointed by resolution or ordinance. The designated alternate has all the same rights and authority as that municipality's principal representative in their absence.
 - iii. The appointment as principal designee and alternate designee may be "by name" or by a specific position.

- b. The President of the Board of Trustees of each Member Fire Protection District or any other governmental district that employs public safety staff and delivers public safety services.
 - i. Should they choose, the President of the Board of Trustees may delegate their principal designee on the Member Board to another Trustee by resolution or ordinance.
 - ii. A designated alternate shall also be appointed by resolution or ordinance. The designated alternate has all the same rights and authority as that District's principal representative in their absence.
 - iii. The appointment as principal designee and alternate designee may be "by name" or by a specific position.
- c. The Lake County representative(s) appointed by the Lake County Board.
 - i. The Lake County Board shall also appoint a designated Member Board alternate by resolution or ordinance.
 - ii. A designated Lake County Member Board alternate has all the same rights and authority as the principal Lake County Member Board representative in their absence.
 - iii. A Lake County Member Board representative shall also be appointed (by name) by resolution or ordinance to be the County's representative on the Executive Committee.

2. Powers, Duties, and Authorities

The Member Board shall have all powers, express and implied, consistent with the laws of the Constitution of the State of Illinois, 1970, et al. The Member Board is responsible for fulfilling the duties outlined in the Bylaws.

3. Member Board Meetings

The Member Board shall meet a minimum of once each Fiscal Year but shall meet as required to ensure timely execution of the duties and responsibilities of this Agreement and the Bylaws. Specific Member Board meeting rules and processes are determined and defined in the LakeComm Bylaws. Member Board meetings shall be conducted in accordance with the State of Illinois Constitution, the Open Meetings Act, Roberts Rules of Order, and the LakeComm Bylaws.

4. Member Board Vacancy

A Member Board seat shall be deemed vacant upon any of the following: (1) when the occupant ceases to be an employee / elected representative of a Member Agency, (2) upon death, (3) upon resignation, (4) removal of the occupant for failure to adhere to the terms of the Agreement, or (5)

occupant's continuous absence from scheduled meetings due to physical or mental incapacity that prevents regular participation at meetings.

As soon as practicable, the Member Agency shall appoint a successor representative in writing to fill the vacant Member Board seat.

Article V. MEMBER BOARD OFFICERS

Officers of the Member Board shall consist of a Chair, a Vice Chair, a Treasurer, and a Secretary who will be elected (by name) from the Members. The Chair and Vice Chair of the Member Board shall hold the same office on the Executive Committee. The full duties and responsibilities of the Chair, Vice-Chair, Treasurer, and Secretary are defined in the LakeComm Bylaws.

- a. Member Board and Executive Committee meetings shall be presided over by the Chair, or in their absence, the Vice-Chair.
- b. The Chair, Vice-Chair, Treasurer, and Secretary terms shall be two (2) years as defined in the LakeComm Bylaws.
- c. An individual cannot occupy the Chair or Vice-Chair position for more than six (6) consecutive years from the original date of appointment.
- d. If the Chair, Vice-Chair, Treasurer, or Secretary seat becomes vacant, a replacement for the remainder of the original term shall be selected as defined in the LakeComm Bylaws.

Article VI. EXECUTIVE COMMITTEE

The Executive Committee is hereby established to provide broad policy, timely resources, oversight, and guidance for the Executive Director. The members of the Executive Committee shall be elected or appointed "by name" from the membership of the Member Board. The Executive Committee does not manage daily operations of LakeComm. The Executive Committee shall make recommendations to the Member Board and shall carry out such other functions as assigned to it by the Member Board as determined and defined in the LakeComm Bylaws.

1. Composition

The Executive Committee shall consist of no more than seven (7) voting Members to include the Chair of the Member Board, the Vice Chair of the Member Board, and the Lake County representative appointed to the Executive Committee by the Lake County Board. The remaining four (4) Executive Committee members shall be determined and defined in the LakeComm Bylaws.

2. Term

Each member of the Executive Committee shall serve a two (2) year term as further defined in the LakeComm Bylaws.

3. Powers, Duties, and Responsibilities

The Executive Committee shall have all powers, duties, and responsibilities, express and implied, as determined and defined in the LakeComm Bylaws.

4. Meetings

The Executive Committee shall schedule monthly meetings on the day and at the time determined and defined in the LakeComm Bylaws but shall meet a minimum of once each quarter of the Fiscal Year to ensure timely execution of the duties and responsibilities of this Agreement and the Bylaws. Specific Executive Committee meeting rules and processes are determined and defined in the LakeComm Bylaws. Executive Committee meetings shall be conducted in accordance with the State of Illinois Constitution, the Open Meetings Act, Roberts Rules of Order, and the LakeComm Bylaws.

5. Executive Committee Vacancies

If an Executive Committee seat becomes vacant, a replacement for the remainder of the original term shall be selected as defined in the LakeComm Bylaws.

Article VII. REMOVAL FROM ELECTED OR APPOINTED POSITIONS

In the rare event that the actions or behavior of a Member elected or appointed by the LakeComm Member Board to a position representing LakeComm's interests warrants consideration of removal from that position (to include but not limited to the Board Chair, Vice Chair, Treasurer, Secretary, and members of the Executive Committee), removal would require a four-fifths (4/5) affirmative vote of the full membership of the Member Board unless otherwise defined in State Statute.

Article VIII. EXECUTIVE DIRECTOR

LakeComm shall be managed, operated, and supervised by an Executive Director. The Executive Director is responsible for operating within the framework established by the Member Board through the Executive Committee. The Executive Director has the authorities, duties, and responsibilities as determined and defined in the LakeComm Bylaws and all approved LakeComm policies.

Article IX. ADVISORY COMMITTEES

LakeComm Advisory Committees are authorized by the Agreement for the purpose of providing all Member Agency subject matter experts the opportunity to provide the Executive Director input on the operations of the LakeComm. The composition of the Advisory Committees, additional committees, duties and responsibilities, and meetings will be determined and defined in the LakeComm Bylaws.

Article X. FINANCES AND BUDGET

LakeComm shall maintain a separate LakeComm Fund or family of LakeComm Funds to hold contributions made by Members and other assets as determined and defined in the Bylaws. LakeComm shall operate on an annual budget approved by the Member Board. LakeComm finance and budget requirements and authorities, as well as related requirements and authorities (e.g., fiscal year, purchasing, expenses, reserve fund, or audit), shall be defined in the LakeComm Bylaws and policies.

Article XI. ANNUAL SHARES, CONTRIBUTIONS, AND FEES

The formula(s) for Member Annual Shares, contributions, and fees shall be defined in the LakeComm Bylaws. After the original approval of the LakeComm Bylaws, changes to the Member Annual Share formula requires approval by a two-thirds (2/3) affirmative vote of the full membership of the Member Board. Annual Shares, contributions, and fees must be paid in a timely fashion for a Member to be considered in good standing.

Article XII. ASSETS, LIABILITIES, AND INDEMNIFICATION

1. Assets

LakeComm may purchase, own, and rent or lease, such real and personal property, including, equipment, furniture, and fixtures, that are necessary or convenient for it to fulfill its purpose.

- a. All property, real and personal, acquired by LakeComm shall be owned exclusively by LakeComm acting under the Agreement's authority unless otherwise specified in writing or as part of the Agreement. An individual Member who terminates participation in LakeComm surrenders any contributions made towards the acquisition and/or maintenance of property in accordance with the termination clause of the LakeComm Bylaws.
- b. The Members agree to enter into a long-term agreement with the County of Lake for the use of dedicated space in the Regional Operations and Communications (ROC) Facility

located on the Lake County Government Campus in Libertyville, Illinois for LakeComm operations.

2. Liabilities

Unless otherwise provided by individual contracts, each Member of LakeComm shall be liable for the debts and liabilities of LakeComm only in the amount of the authorized charges then owed by that Member. Persons or companies contracting with LakeComm cannot rely upon the assets of any Member beyond the charges owed for current Annual Share amount previously agreed to by that Member Agency under the current authorized budget.

3. Indemnification

LakeComm shall indemnify, defend, and hold harmless the Member entities, along with their agents and employees, from all claims, causes of action, suits, damages, liabilities, costs, liens, fines, penalties, interest, expenses, or demands including without limitation, reasonable attorney fees and litigation costs incurred by the individual entities in connection with the defense of any action, suit or proceeding in which they are made a party by reason of any action including an omission to act where legally required to do so by LakeComm, its officers, agents or employees, in connection with the operation of LakeComm, unless and except to the extent said claim, cause of action suit, damages, liabilities, costs, liens, fine, penalties, interest, expenses, or demands are the result of individual actions or omissions by one or more Member entities or their officers agents or employees. The provisions of this Section shall not in any way negate or diminish the immunity protections provided by Section 15.1 of the Illinois Emergency Telephone System Act, 50 ILCS 750/15.1.

Article XIII. AUTHORITY

LakeComm shall have the power in its own name, to make and enter into contracts, to employ agents and employees, to sue or be sued in its own name, to acquire, hold and dispose of property, real and personal, to incur debts, liabilities, or obligations necessary for the accomplishments of its purposes, but no such contract, employment, purchase, debt, liability, or obligation shall be binding upon or obligate Member Agencies except as authorized by the LakeComm Agreement or Bylaws. LakeComm shall not have the power or authority of eminent domain or the power to levy taxes.

Article XIV. WITHDRAWAL, TERMINATION, AND DISSOLUTION

1. Withdrawal

A Member may withdraw from LakeComm provided they have been a Member for the minimum required term of five (5) years. Notice must be given at least two (2) years prior to the end of LakeComm's next fiscal year as determined and defined in the Bylaws.

2. Termination

Any Member that meets one or more of the conditions listed below shall be considered to have involuntarily withdrawn from LakeComm and their membership may be terminated. Termination procedures found in the LakeComm Bylaws will begin upon one of the following conditions:

- Nonpayment of fees beyond ninety (90) days; or,
- The refusal or declination of any Member to be bound by any of its obligations under the Agreement or Bylaws; or,
- Refusal of a Member to be bound by policies, procedures, written directives, or standard operating procedures approved by the Member Board, Executive Committee, and/or Executive Director in accordance with the Agreement or Bylaws.

3. Dissolution

If the withdrawal of a Member reduces the number of remaining Members to less than that required to keep LakeComm operational or if four-fifths (4/5) of the full membership of the Member Board vote in the affirmative to dissolve LakeComm, then the Agreement shall terminate and LakeComm as an entity shall be dissolved.

- a. Upon dissolution, and after the payment of all debts, all assets or liabilities of LakeComm shall be proportionately distributed among the Members who had participated in LakeComm more than one (1) year before the dissolution.
- b. Upon dissolution, the proportion of the assets on hand that a Member receives shall be determined by the ratio of its Annual Share payments for the preceding five (5) years to the total payments made by the Members at dissolution during the five (5) years preceding dissolution.

Article XV. BYLAWS

LakeComm shall be subject to and governed by Bylaws. A current version of the approved Bylaws together with any amendments to said Bylaws shall be available to each Member Agency. The original Bylaws shall be approved by a two-thirds (2/3) vote of the full membership of the Member Board within sixty (60) days of the execution of this Agreement.

Amendments to the approved LakeComm Bylaws may be proposed by any Member of the Member Board and require a two-thirds (2/3) affirmative vote of the full membership of the Member Board for approval, unless otherwise defined in this Agreement or the Bylaws.

- a. The proposed Amendment should be submitted to each Member Board representative at least thirty (30) days prior to the meeting of the Member Board at which the proposed amendment is to be considered.

- b. If an Amendment to the Bylaws is approved by a two-thirds (2/3) affirmative vote of the full membership of the Member Board (unless otherwise defined in this Agreement or the Bylaws), the LakeComm Bylaws will be modified.

Article XVI. TRANSITION

Within thirty (30) days after the signing deadline in Article II.1.e of this Agreement, the Public Safety Answering Point (PSAP) Consolidation Committee (PCC) established by a separate Intergovernmental Agreement, is authorized to: (1) facilitate the first meeting and election of the LakeComm Member Board, (2) facilitate the approval of the LakeComm Bylaws by the Member Board, (3) provide a draft LakeComm Executive Director position description and position posting, and (4) provide PCC analysis and documentation supporting LakeComm establishment to include, without limitation, financial estimates and a proposed transition plan. Upon Member Board establishment, approval of the LakeComm Bylaws by the Member Board, and delivery of requested analysis and documentation, the PCC members who are signatories to this Agreement agree to disestablish the PCC.

LakeComm, working closely with the supporting Joint Emergency Telephone System Board (JETS), is responsible for defining and coordinating the criteria and timeline to transition operations from individual partner PSAPs to consolidated LakeComm operations.

Article XVII. AMENDING THIS AGREEMENT

If a change to this Agreement is required, the new or amended LakeComm Agreement shall be routed for signature by all the Member Agencies. The Membership section of this Agreement defines the requirements for admission of a new Member Agency.

Article XVIII. MISCELLANEOUS PROVISIONS

1. Conflicts

The Members stipulate that venue for any disputes under this Agreement shall be exclusively in the Nineteenth Judicial Circuit of Lake County, Illinois, but that no legal action shall be commenced without the Members first conducting a mediation. The Members consent to a court dismissing any lawsuit filed without mediation having been first conducted.

2. Counterparts

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

INTERGOVERNMENTAL AGREEMENT
Establishing
Lake Consolidated Emergency Communications
(LakeComm)

Each Member Agency represents that the signatory executing this Agreement on the Member's behalf is duly authorized to do so and will submit a copy of such authorization (approved ordinance / resolution) with the signed Agreement.

Member Agency: _____

Signed:

Signature: _____
Position: _____
Date: _____

Attest:

Signature: _____
Position: _____
Date: _____

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2024-06-088

**A RESOLUTION APPOINTING VILLAGE OF LAKE ZURICH REPRESENTATIVE
AND DESIGNATED ALTERNATE TO THE MEMBER BOARD OF
LAKE CONSOLIDATED EMERGENCY COMMUNICATIONS**

WHEREAS, the Village of Lake Zurich has entered into an Agreement establishing Lake Consolidated Emergency Communications; and

WHEREAS, Section IV of said Agreement identifies the composition of the Member Board of Directors; and

WHEREAS, Section IV 1. of said Agreement outlines that the Member Board shall consist of one representative from each LakeComm Member who is designated by resolution or ordinance; and

WHEREAS, Section IV 1. a. of said Agreement identifies the representative as the Mayor of President of each Member municipality; and

WHEREAS, should they choose, the Mayor or President of each Member municipality may delegate their principal designee on the Member Board to another Trustee, Chief Administrative Officer, or appointed official by resolution or ordinance; and

WHEREAS, A designated alternate shall also be appointed by resolution or ordinance. The designated alternate has all the same rights and authority as that municipality's principal representative in their absence; and

WHEREAS, the appointment as principal designee and alternate designee may be "by name" or by a specific position.

NOW, THEREFORE, BE IT RESOLVED that the Board of Trustees of the Village of Lake Zurich appoint Mayor Tom Poynton as the LakeComm representative; and

BE IT FURTHER RESOLVED that the Board of Trustees of the Village of Lake Zurich appoint Police Chief Steve Husak as designated alternate to LakeComm; and

BE IT FURTHER RESOLVED that the Village Clerk is ordered to distribute a certified copy of the Resolution to the appointees and the LakeComm Member Board of Directors.

ADOPTED this 17th day of June, 2024

AYES:

NAYS:

ABSTAIN:

ABSENT:

APPROVED this ____ day of June, 2024

Village President

Village Clerk



At the Heart of Community

VILLAGE MANAGER'S OFFICER

70 East Main Street
Lake Zurich, Illinois 60047

Phone (847) 540-1684
LakeZurich.org

MEMORANDUM

Date: June 11, 2024
To: Ray Keller, Village Manager *PK*
From: Michael Duebner, Assistant Village Manager
Re: Courtesy Review for Block-A Mixed-Use Development

AGENDA ITEM

7C

Issue: Paul Proano Properties has requested a Courtesy Review of the Village Board to consider a mixed-use development for 153 W Main Street, commonly known as Block-A.

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

- *Financial Sustainability*
 - Maximize current & identify new revenue sources.
- *Economic Development*
 - Continue Main Street redevelopment
 - Expand the Village's role as a regional economic hub in Lake County. re
 - Become more business friendly and customer oriented.

Analysis: Paul Proano Properties is proposing a mixed-use development for the now vacant village owned property commonly referred to as Block-A. The proposed concept consists of five retail units on the ground floor of varying size. Envisioned are a total of 51 condominium-style luxury rental units comprised of 27 spacious 2-bedroom/2-bath units ranging from 1035 to 1390 square feet and 24 inviting 1-bedroom/1-bath units ranging from 904 to 1000 square feet on the 2nd and 3rd floor. Accommodating the development's parking needs are 161 sub-garage indoor and surface spaces.

Recommendation: The presenter and village staff seek to understand the Village Board's preferences towards the proposed mixed-use development. Given a positive recommendation, parties intend to move forward with negotiating a redevelopment agreement.

Attachments:

Paul Proano Properties Exhibits

DEVELOPMENT PROPOSAL

173 West Main Street Lake Zurich, IL 60047



COLDWELL BANKER
COMMERCIAL
REALTY



PAUL PROANO
PROPERTIES

Paul Proano
312 860 4043
paul@paulproanoproperties.com

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173 West Main Street Lake Zurich, IL 60047

WHY COLDWELL BANKER COMMERCIAL

Owner. Occupier. Investor. Local business or global corporation. No matter who you are, the challenges remain the same.

The success of the CBC organization lies in its striking versatility. The organization deftly combines a powerful national presence with the agility of a regional market innovator. Each CBC affiliate office has the resources and insight to understand its local market and the expertise to convert this knowledge into tangible value for each client. The CBC organization's skillful professionals and nimble affiliate offices service a wealth of business categories in markets of any size, with clients ranging from established corporations to small businesses to individual investors.

- Acquisition and Disposition
- Capital Services & Investment Analysis
- Construction Management Corporate
- Services
- Distressed Assets
- Relocation Services
- Market Research & Analysis Property
- & Facilities Management Startups &
- Small Business Tenant
- Representation Landlord
- Representation

3,300+
Professionals

Presence in
40 COUNTRIES

OVER 12,500
Transactions

\$6.34 BILLION
Sales Volume

\$1.77 BILLION
Lease Volume

Based on Coldwell Banker Commercial financial data 01/01/2023 – 12/31/2023

Paul Proano
312 860 4043
paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047

BACKGROUND

Totally committed to quality results through conscientious attention to detail and service, Coldwell Banker Commercial is one of the leading full service commercial real estate companies. We offer brokerage, leasing, property management and consulting services for owners, investors, and tenants of office, industrial, retail and multi-family residential properties.

SERVICES

- Acquisition and Disposition Services
- Brokerage and Transaction Management
- Design and Construction
- Investment Analysis
- Market Research and Analysis
- Project Management
- Property Development Property
- Management Facilities
- Management Relocation Services
- Asset Services

Paul Proano
312 860 4043
paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047

WHY COLDWELL BANKER COMMERCIAL

CAPTURING UNREALIZED VALUE

We have an intimate understanding of the market and its trends. We know what the current demand is and what the market seeks.

DIRECT CONTACT WITH MARKET PLAYERS

Our ability to access active market players is key, and the market is constantly shifting. We have a built a long list of direct contacts and strong relationships from years of marketing and ongoing involvement in the market.

MARKETING

We feel that it is critical to work closely with our clients to formulate a specific marketing plan for each transaction, one that the market would respond to. We have access to a marketing and technology platform that was built for the successful marketing of property.

CONNECTED TO A GLOBAL BRAND

CBC has one of the largest domestic footprints in commercial real estate with 161 offices in primary, secondary and international markets and over 3,300 professionals worldwide.

Paul Proano
312 860 4043
paul@paulproanoproperties.com



NEW PROMENADE DEVELOPMENT

THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047



COLDWELL BANKER
COMMERCIAL
REALTY



PAUL PROANO
PROPERTIES

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173 West Main Street Lake Zurich, IL 60047

PROPERTY DESCRIPTION

Introducing The Promenade Project on Block A: A luxurious mixed-use haven harmoniously situated along the picturesque shores of Lake Zurich, Illinois. Prepare to immerse yourself in an enchanting fusion of residential grandeur and dynamic retail offerings, perfectly positioned on the southeastern edge of Lake Zurich—a hidden gem waiting to be uncovered.

Nestled amidst the bustling intersection of Illinois Routes 12 and 22, Lake Zurich shines as a beacon of prosperity. The Promenade Project serves as a testament to unmatched sophistication and cosmopolitan charm, beckoning residents and visitors alike.

Re-imagining contemporary living, this visionary development encompasses 51 condominium-style rental residences spanning three floors, each exuding an air of refined sophistication. The unit mix comprises 27 spacious 2-bedroom/2-bath units ranging from 1035 to 1390 square feet and 24 inviting 1-bedroom/1-bath units ranging from 904 to 1000 square feet on each floor, complemented by 5 vibrant retail units situated at ground level.

At ground level, a dynamic array of retail experiences awaits, from artisan coffee shops to luxurious spas—enticing patrons to indulge in every moment of their lakeside retreat.

With 161 combined indoor and outdoor parking spaces, seamless access to this oasis of indulgence is ensured. As the crowning glory, the plaza offers a sweeping panorama of the tranquil lake, inviting residents and visitors to revel in the serenity of their surroundings. The plaza boasts a breathtaking rooftop deck, providing an unparalleled venue for relaxation and enjoyment against the stunning backdrop of Lake Zurich.

Key communal amenities include a staffed lobby, an exercise facility, and a versatile multipurpose room suitable for gatherings or meetings. Access across all floors, including the parking level, is facilitated by two elevators, ensuring convenience and ease for all.

Paul Proano
312 860 4043
paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047



PROPERTY HIGHLIGHTS:

- Fitness room
- Promenade Club room with fireplace, large TV screen, pool table, kitchenette, bar
- Entrance lobby with doorman service and rental center
- Two elevators serving all floors, including the parking level
- Storage lockers
- Bike storage
- 161 parking spaces
- Interactive video security system
- Roof top deck area

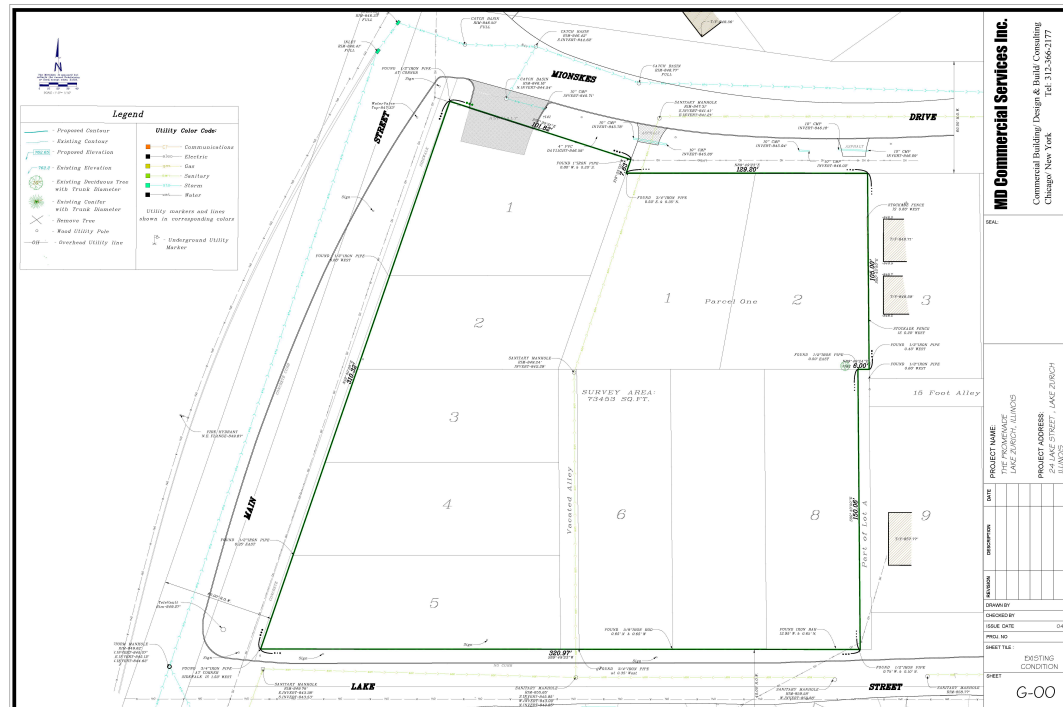
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paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047

Existing Condition



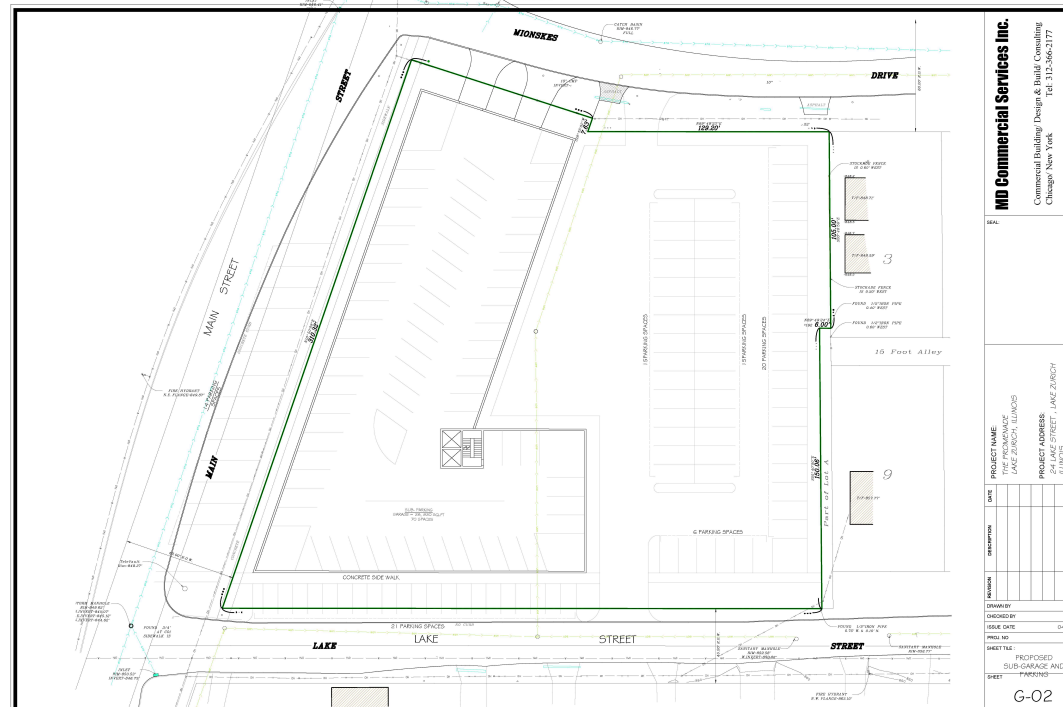
Paul Proano
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paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047

Sub-Garage and Parking



Paul Proano
312 860 4043
paul@paulproanoproperties.com



THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

173 West Main Street Lake Zurich, IL 60047

Retail/ 1st Floor Plan



Paul Proano
312 860 4043
paul@paulproanoproperties.com

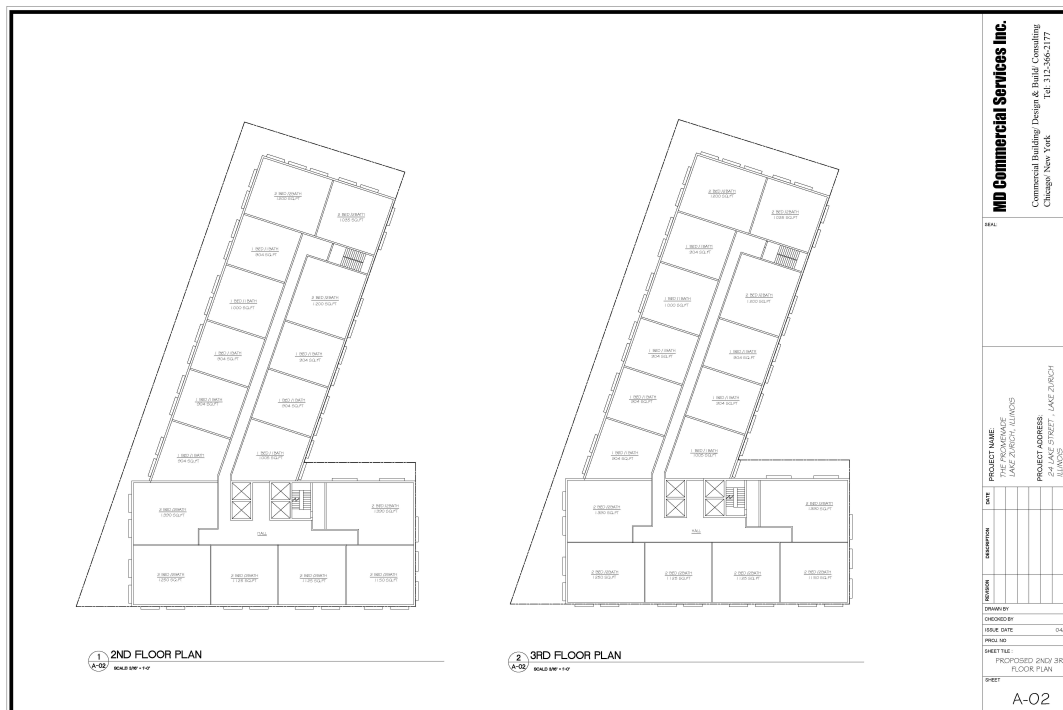


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THE NEW PROMENADE PROJECT MIXED USE RESIDENTIAL/RETAIL DEVELOPMENT

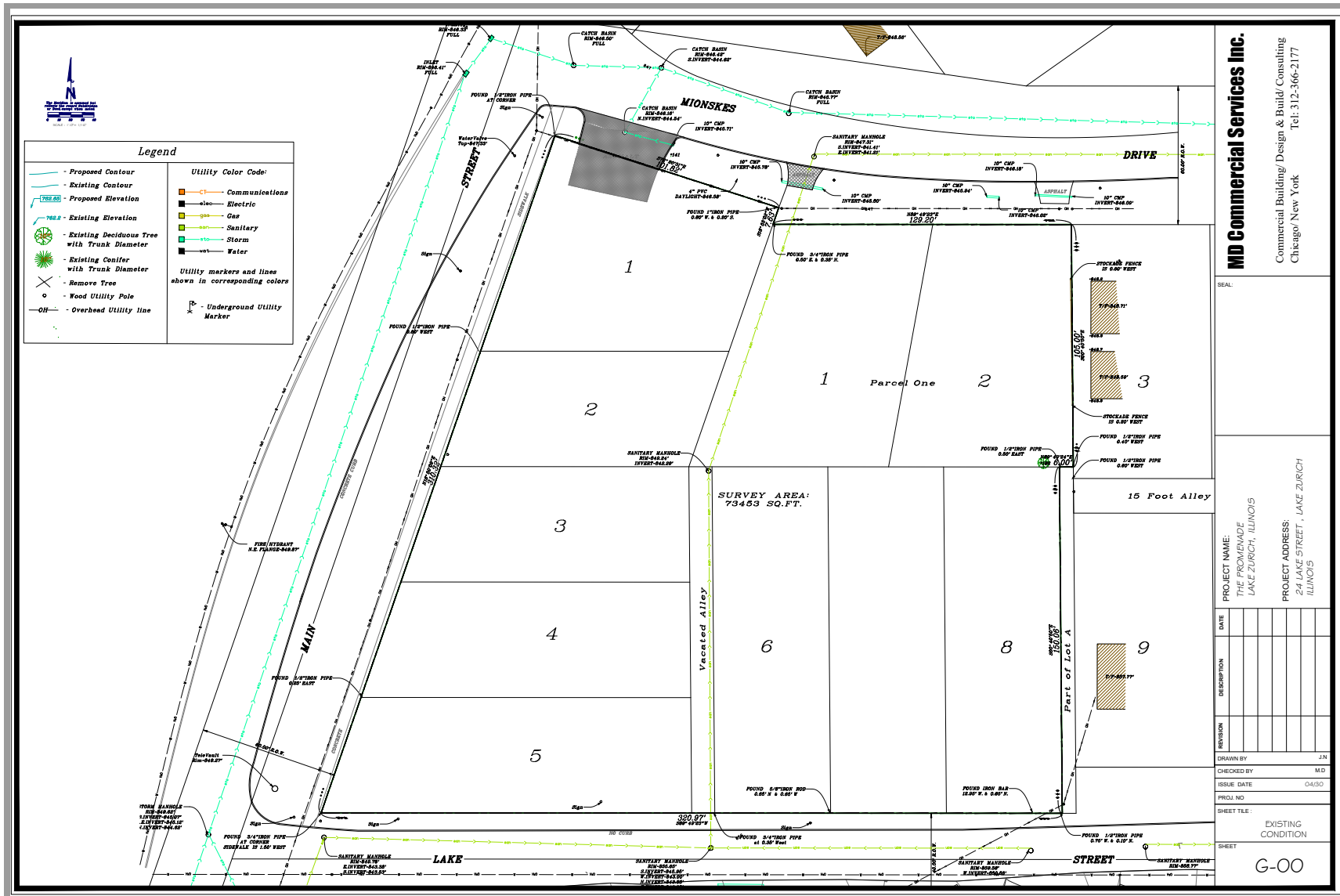
173 West Main Street Lake Zurich, IL 60047

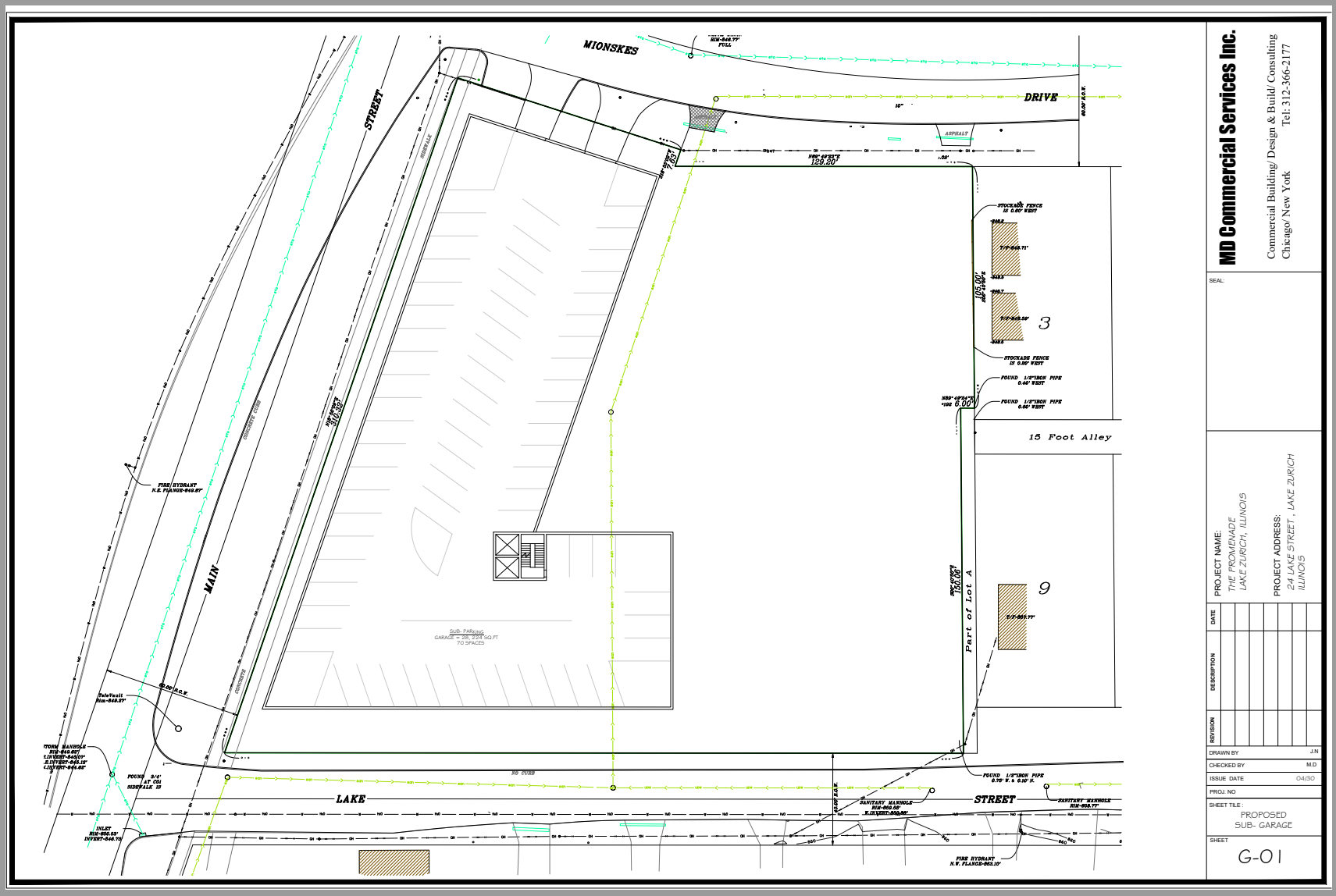
2ND & 3RD FLOOR PLAN(FOURTH FLOOR WILL BE SAME AS 3RD FLOOR)

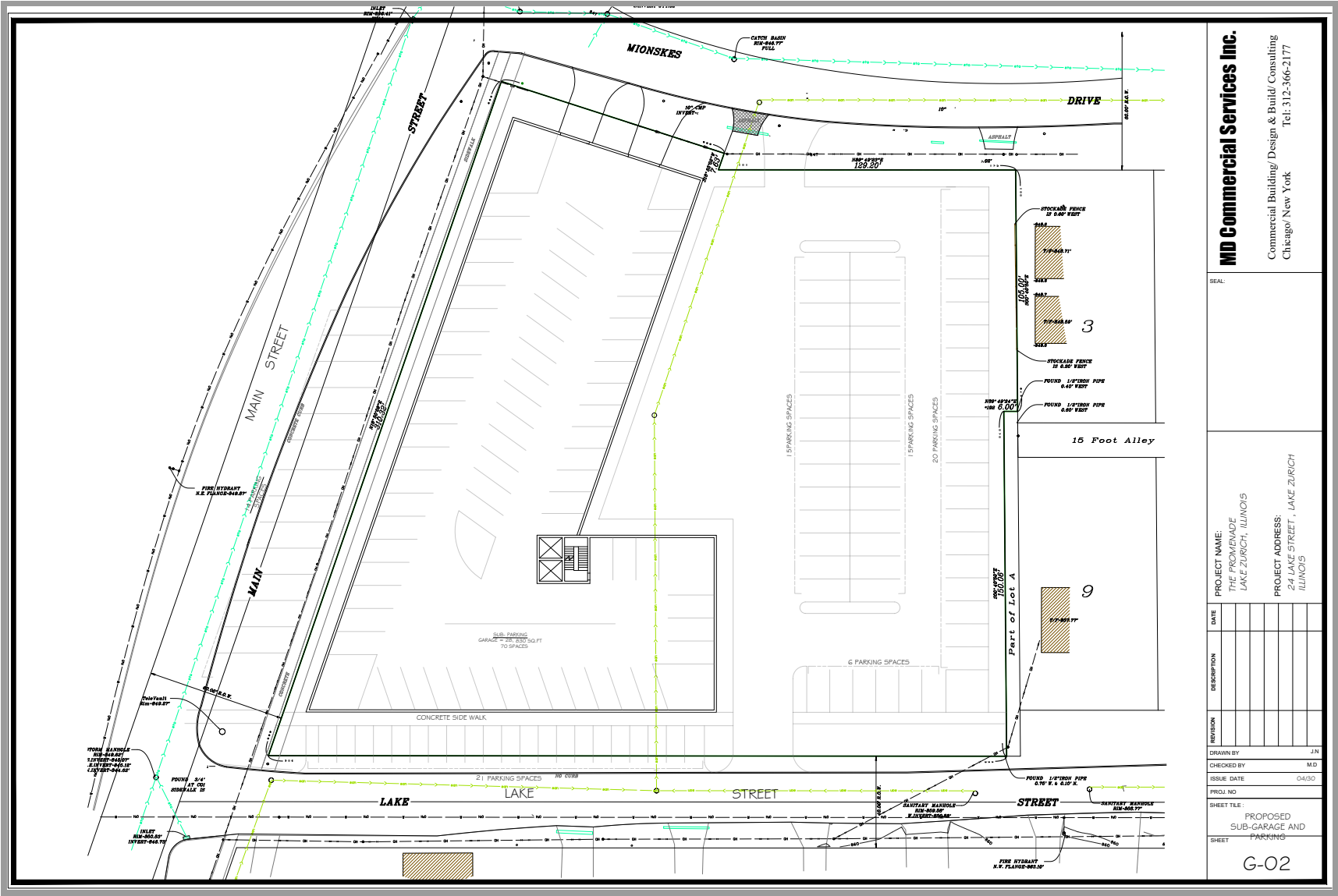


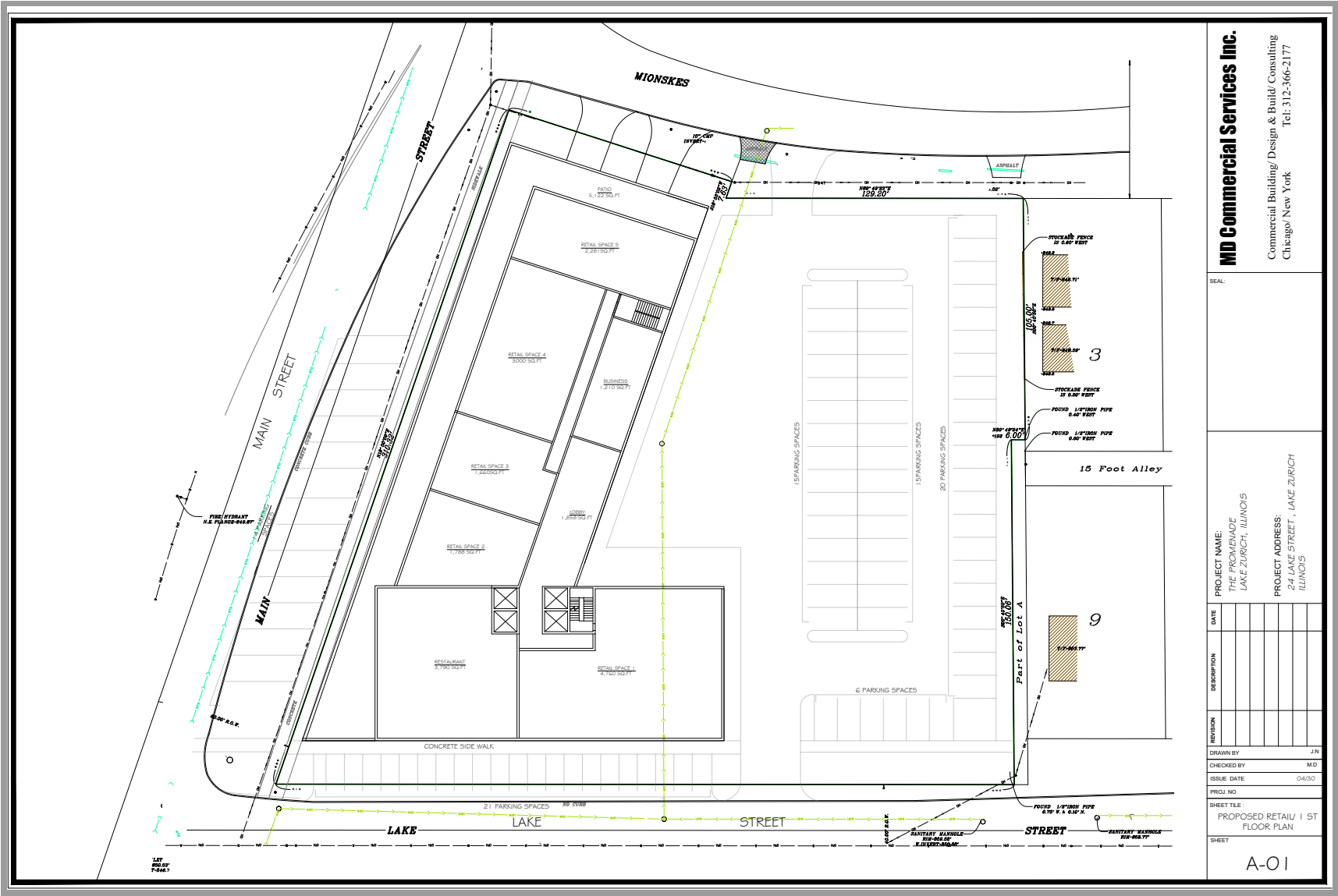
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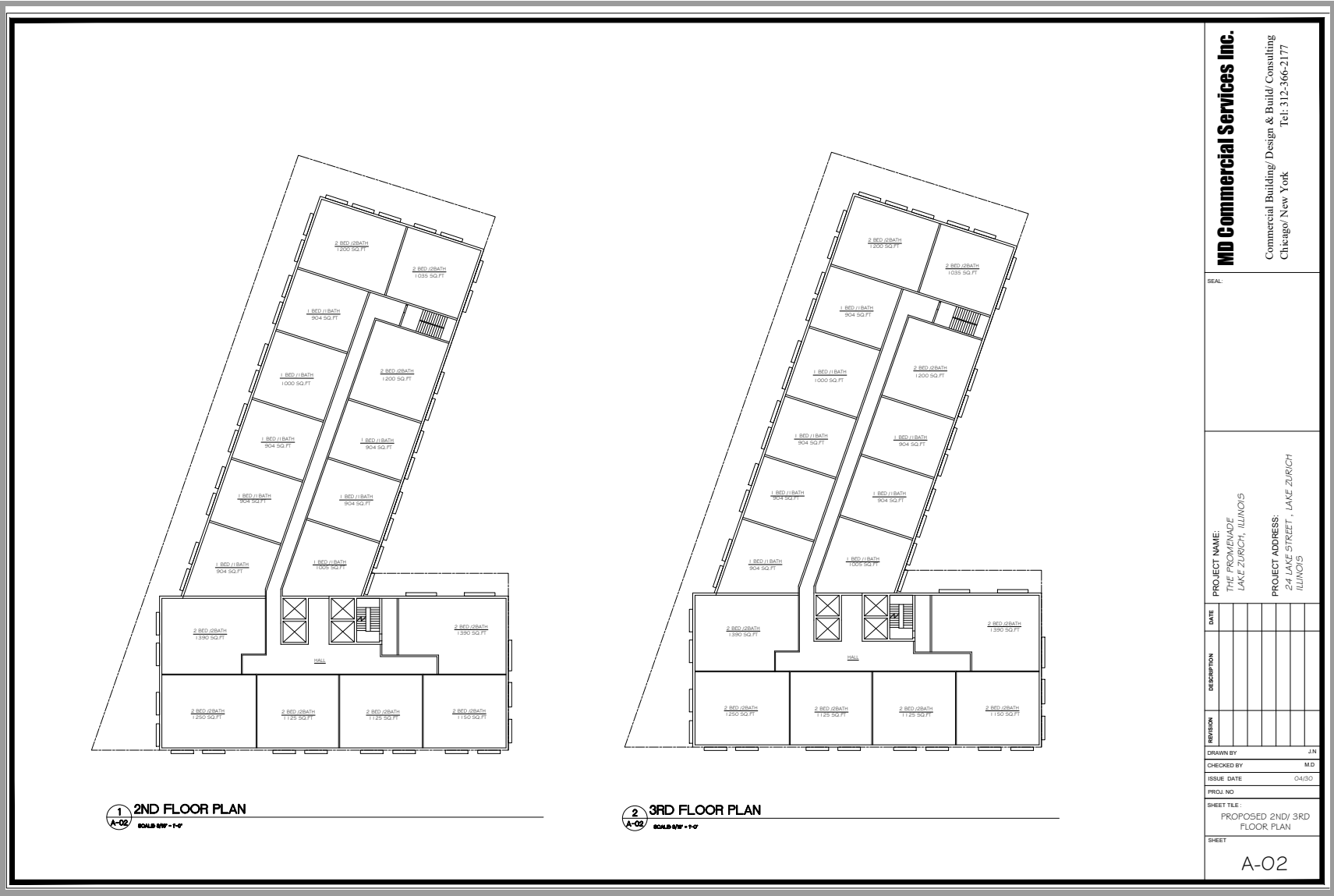


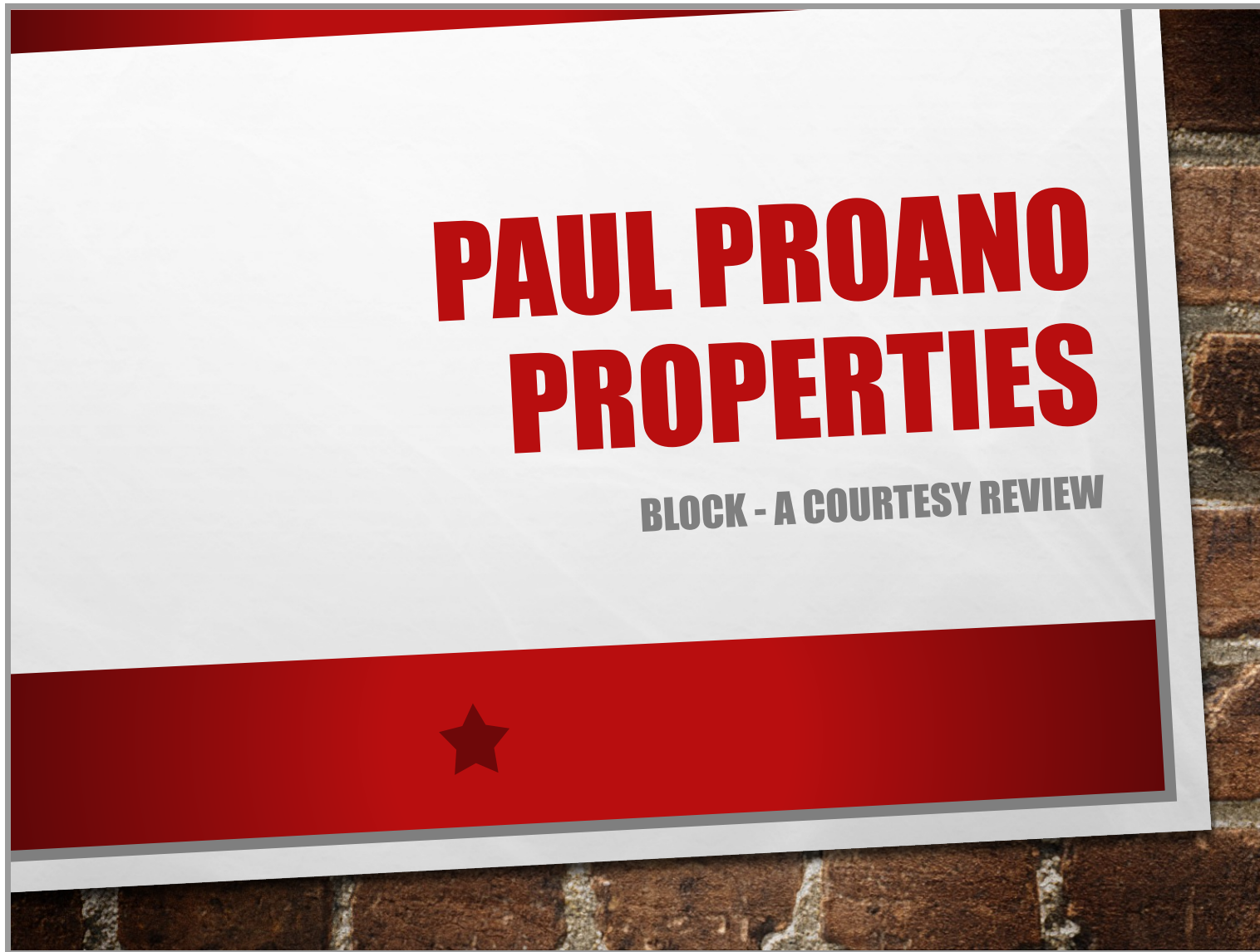




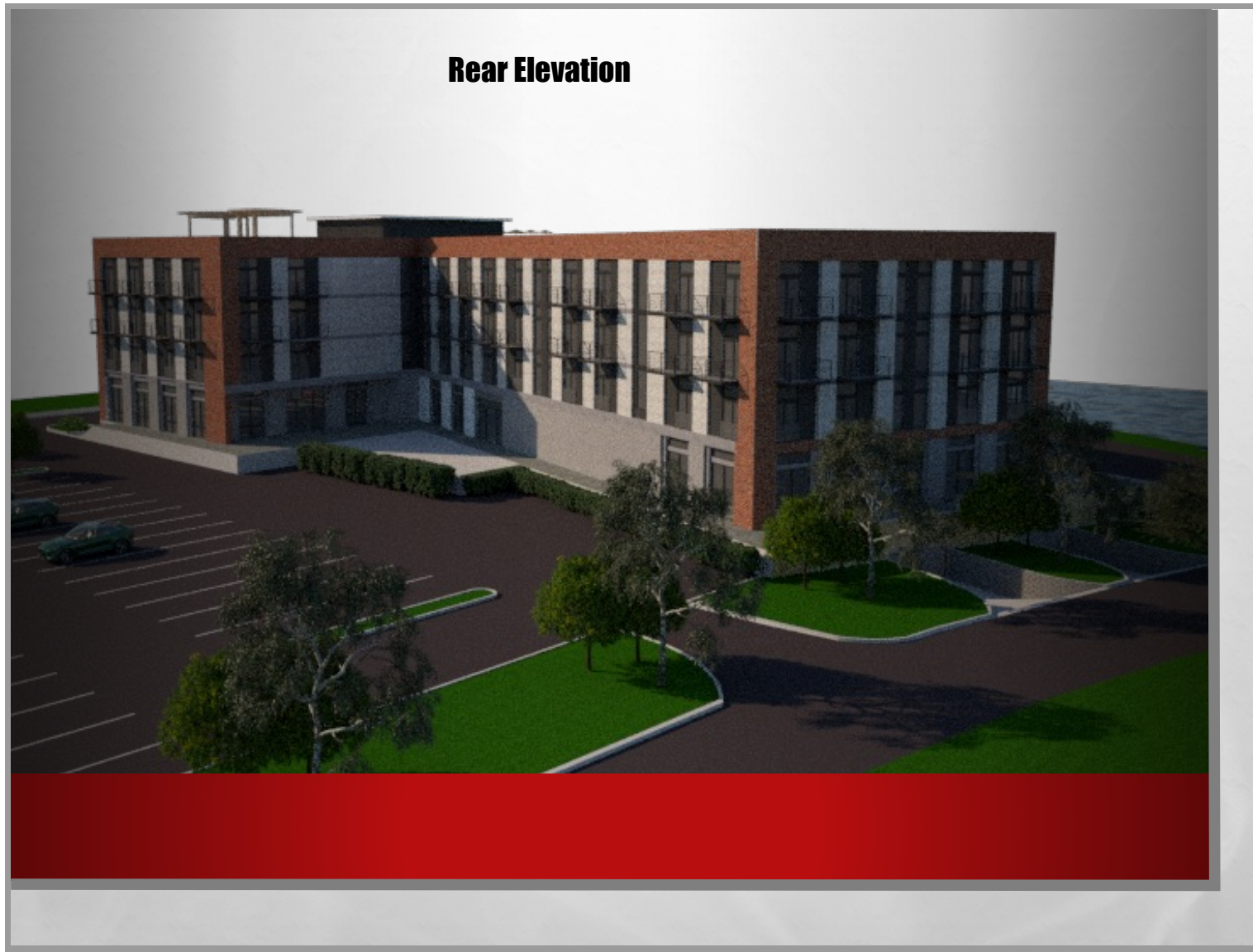
























At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT
Building and Zoning Division

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: June 17, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Michael Duebner, Assistant Village Manager
Mary Meyer, Building Services Supervisor
Colleen McCauley, Village Planner

Re: Courtesy Review – 909 South Rand Road (Former Hawkeye Automotive)
“Dutchess” Cannabis Dispensary

AGENDA ITEM
7D

Issue. Mr. Jason Sfire, of Fidelity Group is proposing the development of the property at 909 South Rand Road, with a new cannabis dispensary to be operated by “Dutchess.” The property was formerly owned by Hawkeye Automotive, an auto tire dealer and repair shop that had been operating at this location for many years.

The property was recently acquired by Fidelity Group who are now looking to redevelop the property with a new cannabis dispensary.

The village currently has one approved cannabis dispensary (“Nirvana” formerly “BLOC”) at 676 South Rand Road, which is under construction and required to open and be fully operational by July 1.

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

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

Background. The property is approximately 30,492 square feet and contains an approximately 4,000 square-foot building on it. Records show that the building has been in place prior to 1960. The building is a Quonset hut single-span building with a gable-ended façade facing Rand Road.

Courtesy Review – Dutchess Cannabis at 909 South Rand Road
June 17, 2024

page 2

Fidelity is proposing the demolition of the existing building and replacing it with a new commercial building containing the cannabis dispensary. The new commercial building will be designed using a variety of materials including brick, stone, EIFS and cement board panels.

Analysis. Staff offers the following information for the Village Board to consider as it relates to the proposed development:

1. **Land Use.** The proposed land use – Cannabis Dispensary is classified as a Special Use in the B-3 Regional Shopping District. The land use is accompanied by certain special conditions for its location, design and operation (included at the end of this memo). There is no limit on the maximum number of dispensaries within the community. Additionally, such dispensaries are no longer required to be distanced from a “group home” per a recent amendment to the municipal code in January of this year.
2. **Zoning Relief Requested.** The developer will need to go through the process of obtaining a Special Use Permit to allow for the cannabis dispensary.

Recommendation. The developer and staff seek to understand the Village Board’s preferences towards the proposed development of the property. Staff therefore recommends that the Village Board provide feedback on the proposed development and highlight any further areas of concern to the developer on the above listed issues.

If positive feedback is provided by the Village Board, Fidelity intends to proceed with a full application for a Special Use Permit to the Planning and Zoning Commission (PZC).

Attachments:

- Exhibit A – Proposal and development concept plans
- Exhibit B – Aerial Map

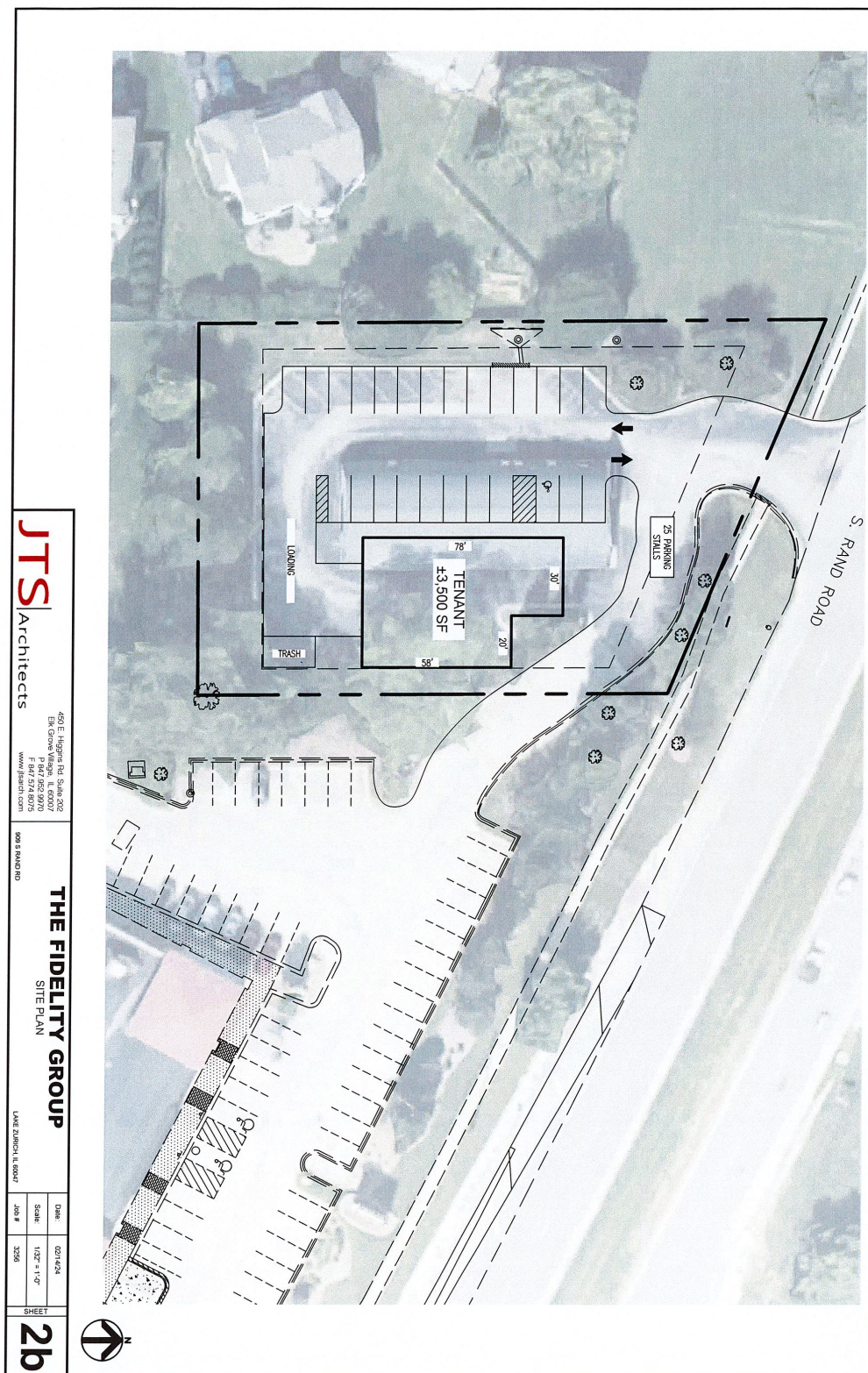
Courtesy Review – Dutchess Cannabis at 909 South Rand Road
June 17, 2024

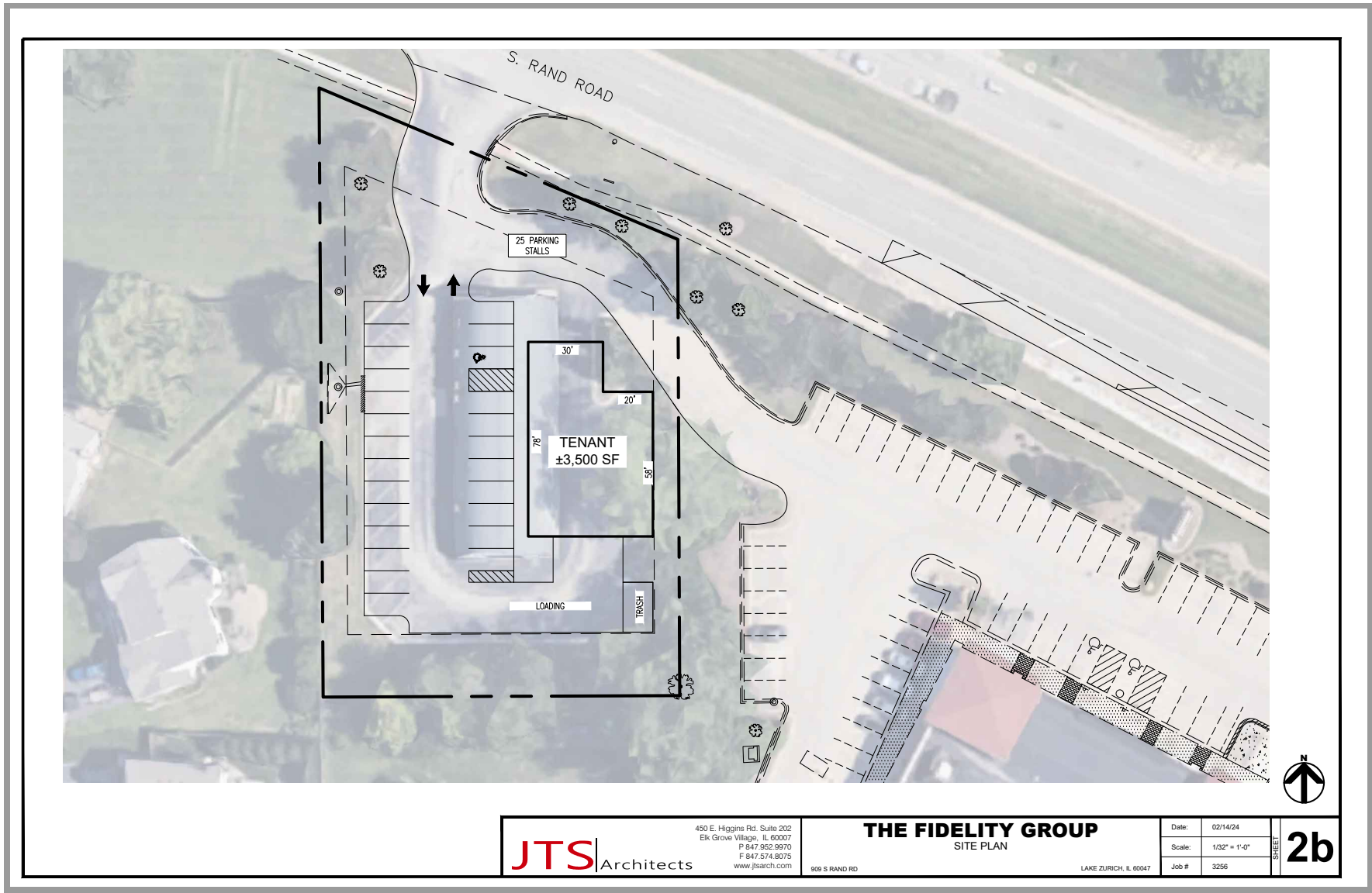
page 3

Zoning Requirements for Cannabis Dispensaries

CANNABIS DISPENSING ORGANIZATION (Dispensary); (SIC #5912) and only subject to the following conditions:

1. The establishment and operation of such uses shall conform to the provisions of Title 3 “Business Licensing, Regulation, Taxation, and Fees.”
2. Such uses shall not be located within five hundred feet (500 feet) of the property line of any school, daycare facility.
3. Such uses shall not be located within two hundred fifty feet (250 feet) of the property line of any parks or property intended for recreational purposes. The distance limitation shall be measured in a straight line from the nearest exterior structural wall of each cannabis establishment to the nearest property line of the premises of any school, child daycare facility, parks, property intended for recreational purposes
4. Such uses shall not be located within 1,500 feet (state law) of any other Cannabis Business Establishment as defined in Chapter 9-24-2. The distance limitation shall be measured in a straight line from the nearest exterior structural wall of each cannabis establishment to the nearest exterior structural wall of any other existing cannabis facility.
5. Such uses may open for operation no earlier than 6:00 a.m. and close no later than 10:00 p.m.
6. Such Uses shall prohibit any person who is under the age of twenty-one (21) years of age from entering such facility, except for cardholders over eighteen (18) years of age who are granted medical access under the Compassionate Use of Medical Cannabis Act.
7. The on-premise use of cannabis and cannabis-related products shall be prohibited.
8. No cannabis related uses shall be maintained or operated in a manner that causes, creates, or allows the public viewing of cannabis, or cannabis -related products from any sidewalk, public or private right of way, or any property other than the lot on which such use is located. No portion of the exterior of the facility shall utilize or contain any flashing lights, search lights, right-of-way spot lights or any similar lighting system.
9. All cannabis related uses shall implement and maintain a security and surveillance plan in accordance with state statute 410 ILCS 705/15-100 for such businesses.
10. These express conditions and all other requirements and conditions of state statute shall apply to these Uses, in addition to any other conditions or considerations deemed appropriate by the Village, pursuant to the existing standards for the approval of a special use under this Zoning Code.



















EXTERIOR ELEVATION KEYNOTES

- ① ALUMINUM STOREFRONT SYSTEM W/ CLEAR 1" INSULATED GLAZING (NON-TINTED, NON-REFLECTIVE) - 4 3/8" KAWNEER 15451 - MATTE FINISH -
- ② MODULAR BRICK TBS
- ③ THIN STONE TBS
- ④ PRE-FINISHED ALUMINUM COPING - - MATTE FINISH - W/2028-FLAT BLACK - UNA-CLAD OR EQUAL
- ⑤ EPS
- ⑥ SOLDIER COURSE
- ⑦ HOLLOW METAL DOOR - PAINT TO MATCH STOREFRONT

NOT FOR CONSTRUCTION

THE FIDELITY GROUP

PRELIMINARY PRICING
909 S RAND RD, LAKE ZURICH ILLINOIS

450 E. Higgins Road, Suite 202
Elk Grove Village, IL 60007
P 847.952.9970
F 847.574.8075
www.jtsarch.com

JTS Architects

[illegible]



COMMUNITY DEVELOPMENT DEPARTMENT

MONTHLY INFORMATION REPORT

May 2024

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 May 2024, the Community Development Department was engaged in the following activities:

BUILDING & ZONING DIVISION:

Commercial Permits Issued:

- 865 Telser: Zen Properties industrial building
- 442 S Rand: Chipotle
- 555 S Rand: Ulta buildout within Target

Commercial Occupancies Issued:

- 1050 Ensell Rd, Unit 12: Aherb USA distributor
- 816 S Rand Rd: Shree Sai Grocers
- 250 Telser Unit F: Vintage Planet
- 675 N Rand: Kohls Sephora Remodel
- 444 S Rand, Ste 101: DeJames Builders Inc
- 555 S Rand: Target: Remodel

FOIA Requests: Total number of FOIA requests: 3

PLANNING AND DEVELOPMENT DIVISION:

Planning and Zoning Commission (PZC) Activity:

The following items were considered by the PZC at their May 15, 2024 meeting.

1. *60 S Old Rand Road - Kneading Works Massage Therapy LLC (Ms. Dorothy Deemer); Special Use Permit:* The application was presented by the business owner, Ms. Dorothy Deemer, of Kneading Works Massage Therapy, LLC. She provided information on her life in Lake Zurich, her business and her proposal for the use of the property that she intends to acquire and use as her business and residence. The current owner of the property, Dr. Steven Landman was also in attendance. Following the close of the hearing, there was no further deliberation. The PZC voted to unanimously (6-0) to recommend approval of the Special Use Permit.
2. *880 S Rand Road – 7 Brew Drive Thru Coffee; Planned Unit Development (PUD):* The application was presented by Mr. Chris George representing the applicant, Who Brew IL 1, LLC, that intends to operate the franchise for 7 Brew Coffee at this location. Mr. George provided information on the business and its operations, described the proposal to redevelop the site and also addressed the items within the staff report that had been brought to the attention of the PZC as cautions. A neighbor of the property was also present and offered comments and a recommendation that noise generated by the operations be properly screened from leaving the property. Members of the requested clarification on the traffic, signage, comprehensive plan recommendations and screening. The Applicant agreed to work with staff to address all conditions within the report prior to presenting the application to the Village Board.

Zoning Applications received (for PZC consideration).

The following items were received for consideration by the PZC at their June 19, 2024 meeting.

1. *80 E Main and 116 Lions Drive – New Montessori School – Text Amendment and Special Use Permit.* An application for a text amendment and Special Use Permit to establish a new Montessori school known as “Grow Montessori Academy” at the property. The owner and operator of the school, Ms. Mallory Miller, intends to acquire the property from the current owners who lease the premises to the currently operating Sound Garden Daycare Center.
2. *290 Telser Road – Physical Fitness Facility – Special Use Permit.* An application for a Special Use Permit by “Lake County Barbell” looking to relocate to a new location in the industrial park at 290 Telser Road (former ATTS Logistics), as they have outgrown their current location in Lake Zurich at 890 S Rand Road Unit A.
3. *670 S Old Rand Road – OSK Capital Partners Development – Planned Unit Development (PUD).* An Application for a Planned Unit Development (PUD) submitted by OSK Capital Partners for the development of the property with a mix of single-family homes and townhomes. The previous application by OSK for 50 townhomes within 12 buildings was denied by the Lake Zurich Village Board in January 2023. The Applicant has since changed architects and redesigned the project with 18 single-family detached homes and 20 attached townhomes within 5 buildings. Renderings of the development are included below to provide a character of the proposed development.

New and Ongoing Development:

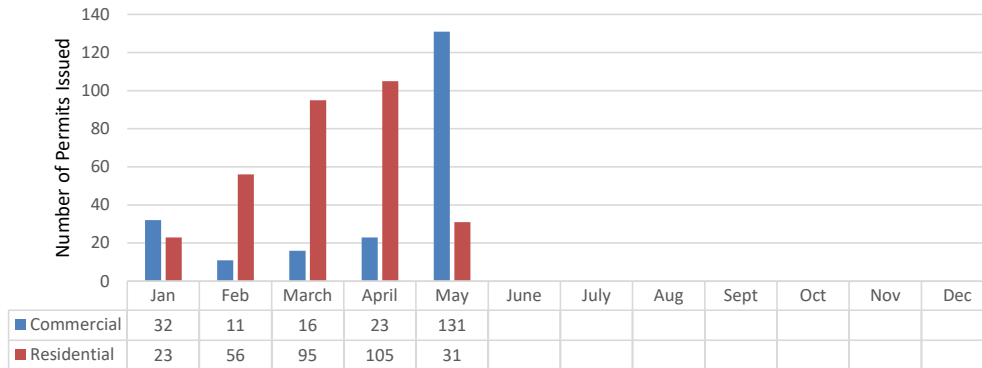
1. *909 S. Rand Road – New Cannabis Dispensary.* Fidelity shared their intentions to lease the property to a Cannabis dispensary – Duchess Cannabis. Mr. Jason Sfire is planning to present the concept to the Village Board on June 17 at a Courtesy Review.
2. *Block A development.* Staff prepared to present 2 proposals to the Village Board for feedback at a Courtesy review. However at the meeting, only one of the two proposals was presented. The second proposal was deferred to the June meeting of the Village Board.
3. *Après Pastry and Bakery at 17 S. Old Rand Road.* The Community Development Department issued a Final Certificate of Occupancy to Après Pastry and Bakery at 17 S. Old Rand Road on Monday, April 29. This allows the bakery to begin operations within unit B of the building. They are planning a “soft opening” on or around May 15, and we will share details when available.
4. *Chipotle Mexican Grill at 442 S Rand Road.* The project application was reviewed, approved, permit fees paid and was ready to be issued their permits pending registration of their contractors. Staff of the Building Services division held the required pre-construction meeting with the developer and their contractors. The developers, Terraco, Inc. began site work with grading the site within a week.
5. *Sunset Pavilion at Breezewald Park.* Sunset Pavilion had a soft opening for the 2024 season on May 15, 2024.
6. *True North Properties at 2 East Main Street.* Development projects in the pipeline. Mr. Nick Ieremciuc of True North Properties began the process of submitting applications for the buildout and drive-through at the property that his company recently acquired from the Village.
7. *CM Industries at 865 Telser Road.* Development projects in the pipeline. The Community Development Department approved permits for the construction of a new 43,556 square-foot industrial and warehouse building at the north end of the industrial park.

8. *Industrial Wire and Cable at 595 Rose Road.* A TIF Resolution inducing the development of vacant land on Rose Road by Industrial Wire and Cable was approved. Approving that resolution cleared the way for Industrial Wire and Cable to purchase a 12.3 acres parcel at 595 Rose Road. Adding 36,000 sf of manufacturing space to their existing facility would create several new full-time industrial jobs. Groundbreaking on the new facility was anticipated by the end of 2024.
9. *Duck Donuts at 925 S Rand Road.* Community Development Department staff issued a demolition permit to Fidelity Group to begin interior demolition of the tenant space at 925 S Rand Road which was combined with the former La Mula Restaurant. The southerly portion was later occupied by Tropical Smoothie Café, and the remaining adjacent vacant tenant space was proposed to be separated by Fidelity to make way for a new Donut Shop – “Duck Donuts.” The Mechanicsburg, PA based company was founded in 2007 and has over 250 stores in 25 states. The nearest location is in downtown Libertyville at 111 School Street. <https://www.duckdonuts.com/>.
10. *Korean BBQ on the Lake.* Staff received official notification from Mr. Song Choe to request the Village’s consent to sell the business in accordance with the terms outlined in their TIF Incentive agreement. Section 4.4b of the redevelopment agreement of 2020 required the Village to agree to a sale of the property either binding the new owner as successor of the contract or requiring the present owner to pay the balance of the mortgage owned to the Village upon closing. Mr. Choe was actively seeking a new owner in the Korean community and had not requested help from the Village in marketing the property.
11. *Sephora Inside Kohl’s.* The Kohl’s department store at 675 N. Rand Road was issued a final occupancy to allow a new Sephora Specialty Beauty retail store to begin sales. The Sephora store occupies approximately 2,000 sq.ft. within the building.

Code Enforcement Efforts

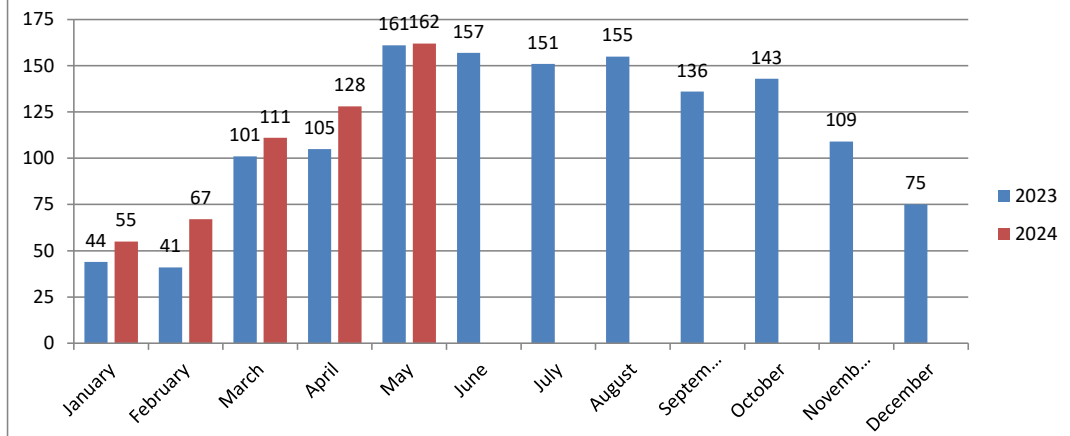
2 Fern Court. The property was brought to adjudication court during the months of April and May. The most recent adjudication hearing was on May 24th. Neither of the property owners, the Anderson’s attended and were found in default with a fine of \$280.00 each. The Community Development Department intends to start addressing the maintenance issues that need attention. The department’s Code Enforcement Inspector, John Kovalcik is evaluating the condition of the property in order to determine the code violations. The property had been issued a violation notice for overgrown grass in the end of April this year which was taken care of in May.

Monthly Permit Activity for 2024



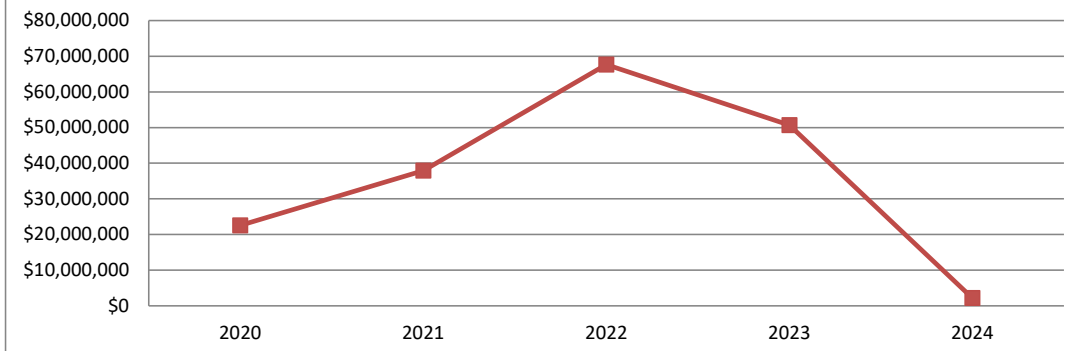
The chart above represents the total of permit for commercial and residential activity on a monthly basis for 2024. (Note: commercial activity includes both business and industrial activity)

Permit Activity for 2023/2024



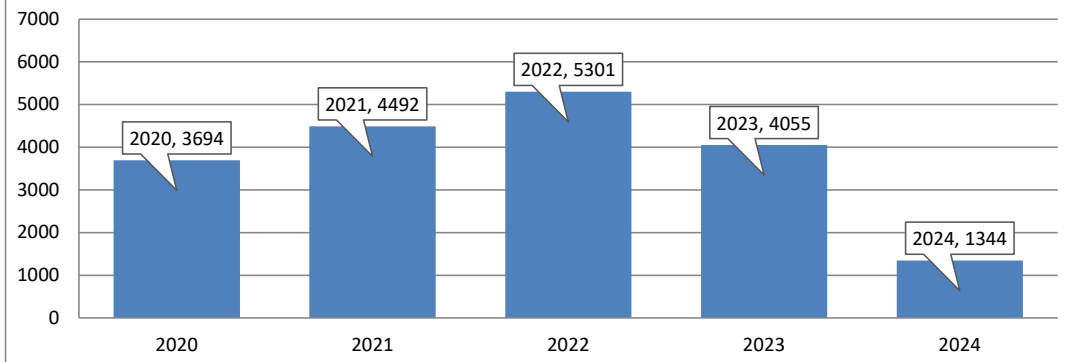
The chart above compares monthly permit activity for 2024 to the previous year 2023.

Construction Value of New Permits: January-December 2020-2024



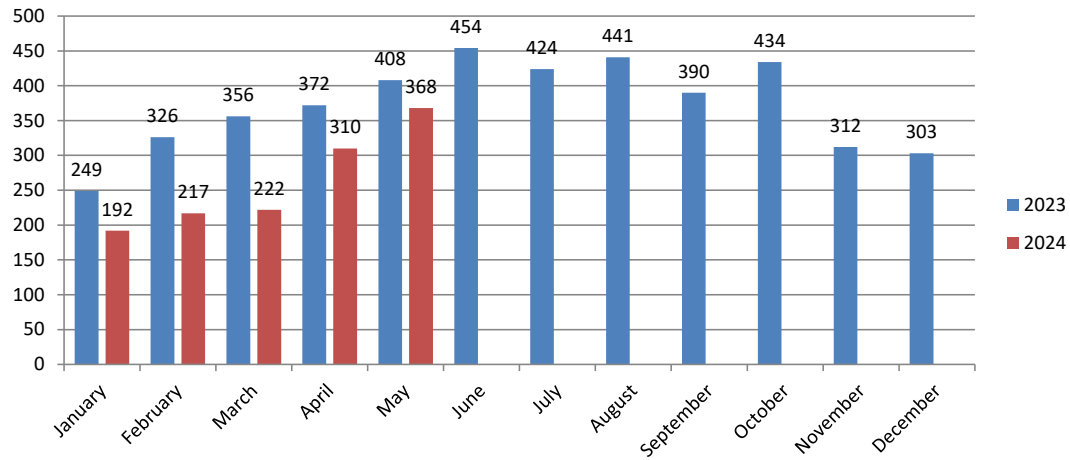
This chart tracks construction value of permit activity by year for 5 years.

Inspection Activity: January-December 2020-2024



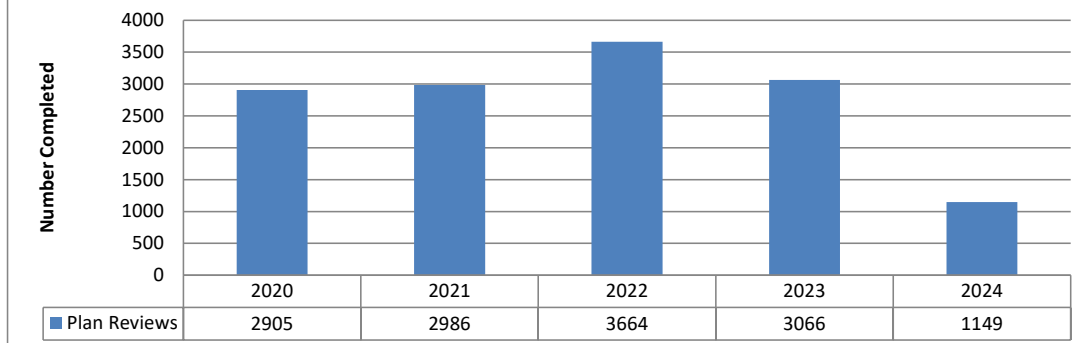
This graph illustrates the number of inspections performed by year for 5 years.

Monthly Inspection Activity 2023/2024



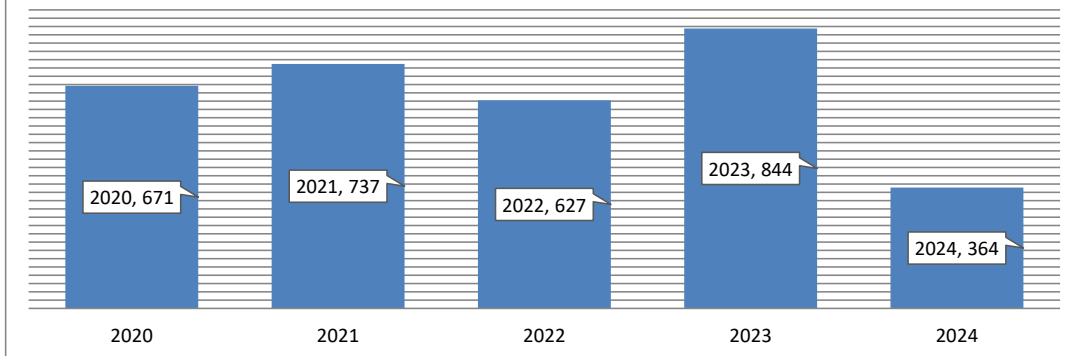
This chart indicates inspection activity on a monthly basis for 2024 compared to the previous year 2023.

Plan Reviews Completed: January-December 2020-2024



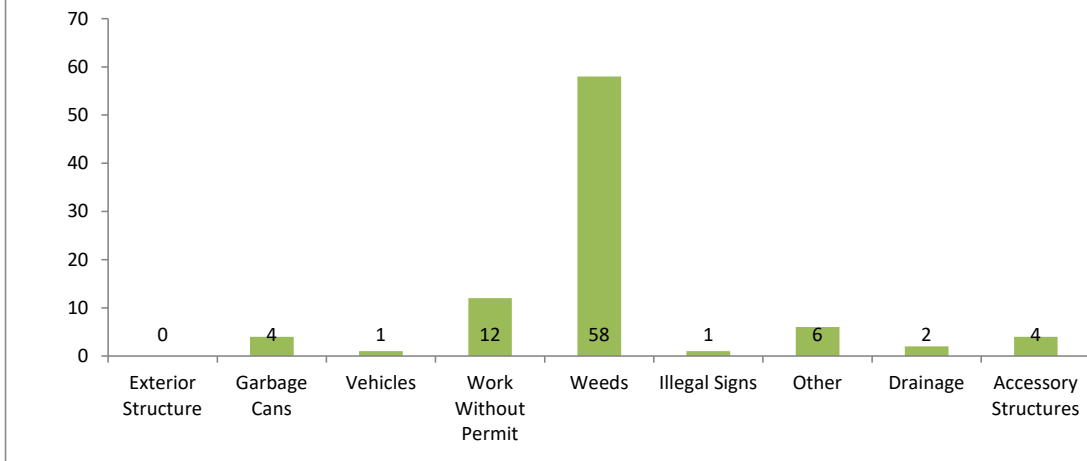
This graph illustrates the number of plan reviews performed by year for 5 years.

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.



PUBLIC WORKS DEPARTMENT

MONTHLY INFORMATION REPORT

May 2024

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 Water Lantern Festival and performed clean-up post event.

Infrastructure Projects:

2024 Watermain and Road Resurfacing Improvements

Pirtano Construction completed the necessary storm sewer improvements along Golfview Rd. The road is now ready to be resurfaced, this is planned for later May. Storm sewer repairs were also done in Cedar Creek. The crews are now onto the early stages of water main replacement at Rt.22 and Fern.

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. Construction and restoration was completed in May.

2024 Sealcoating Program

Bid documents were released on February 5, 2024 and read on March 14, 2024. Staff has reviewed submissions. The contract was awarded to Pavement Systems at the April 15, 2024 Village Board meeting. Staff and the vendor had a pre-construction meeting on May 2, 2024. Multiple locations were completed in May with completion expected in June.

2024 Crack Sealing Program

Bid documents were released on February 19, and read on March 25, 2024. Staff has reviewed submissions. The contract was 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. Staff and the vendor had a pre-construction meeting, and work began in May.

Roof Replacement

All American Exterior Solutions has completed the roof replacement at the Community Services Facility. The window portion work is expected in July. The exterior projects at the Paulus Park Chalet and Concession Stand has been completed. The roofing project at the Village Hall also has been completed.

2024 Police Department Gun Range HVAC Improvements

The Village Board approved the Gun range Ventilation Project in May. The system has been ordered with completion projected for the end of the year.

Breezewald New Construction

Public Works put the finishing touches on the exterior and interior of the building. Work is now completed. The Aquatics Staff area and the restrooms are operational as of mid-May.

2024 Buffalo Creek Facility Floor Replacement

NPN Flooring was the apparent low bidder after a public bid opening was held. They are in the process of sending all the necessary documents so that Public Works can issue a Notice to Proceed. Work is tentatively planned for August 2024.

2024 Buffalo Creek Bank Stabilization

A bid opening was held on March 27th. ILM (Integrated Lakes Management) was the apparent low bidder.

May Water Main Break Locations:

755 S. Rand Rd

Employee Training:

All employees attended Confined Space Safety Training.

Bonestroo, Creech, Abbott, Stefka, T Brown, Sikorski, Cuellar attended flagger training.

James Rogers attended brush chipper training.

Anniversaries:

Keli Amato	5/31/2021
Frank Stefka	5/15/2016
Matthew Sikorski	5/29/2012
Tony Holub	5/23/2005
Terry Brown	5/5/2003
John Cuellar	5/20/2002

New Employees:

Jacob White has joined Public Works May 20th as a Maintenance Worker II.

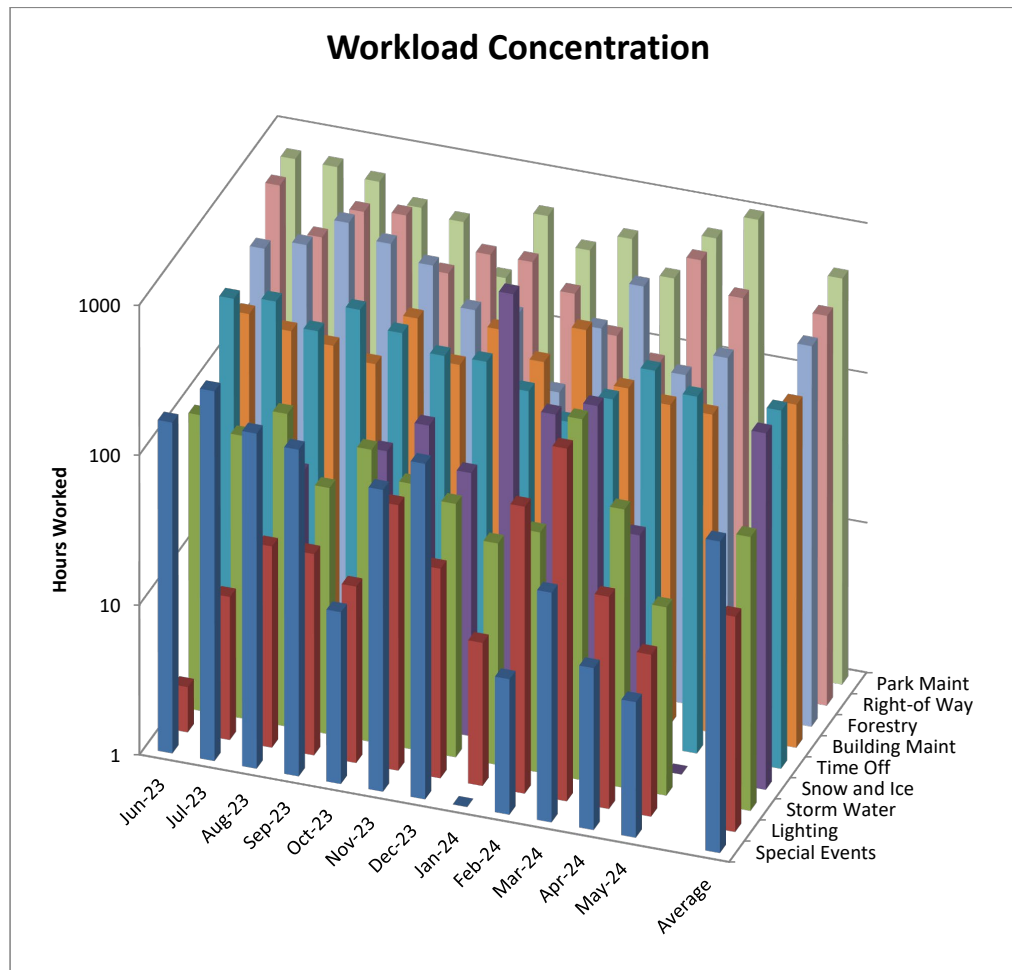
Staff Kudos:

A Resident that lives on Partridge was very pleased with the crew that adjusted her B-box.

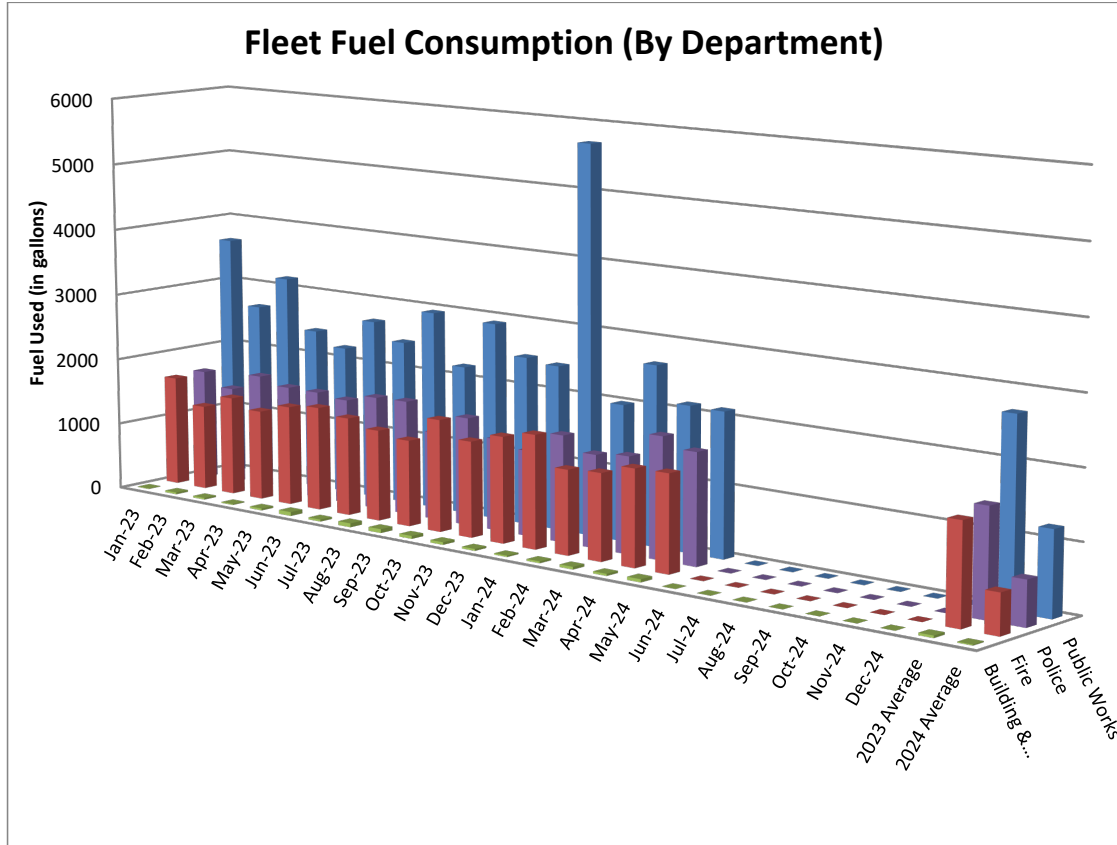
Crew-Scott Abbott, Terry Brown, Jack Fitch, & Matt Sikorski

Multiple residents have reached out with their appreciation of all the trimming and branch pick up that has been taking place so early in the season.

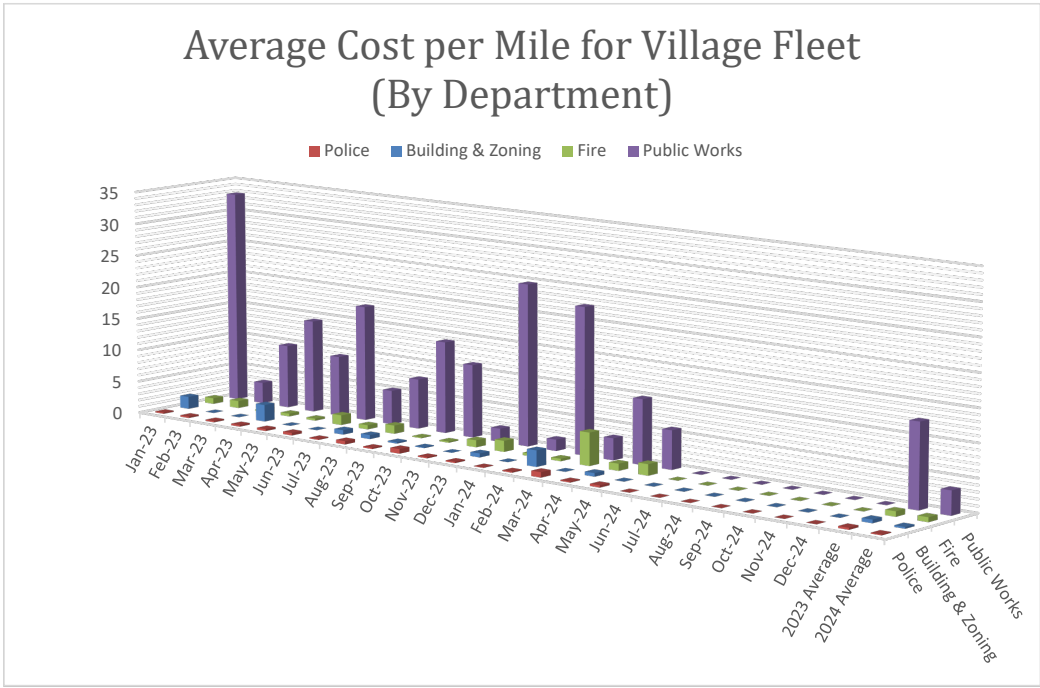
Crew-Austin Bonestroo, Steve Fenton, & Shawn Walkington



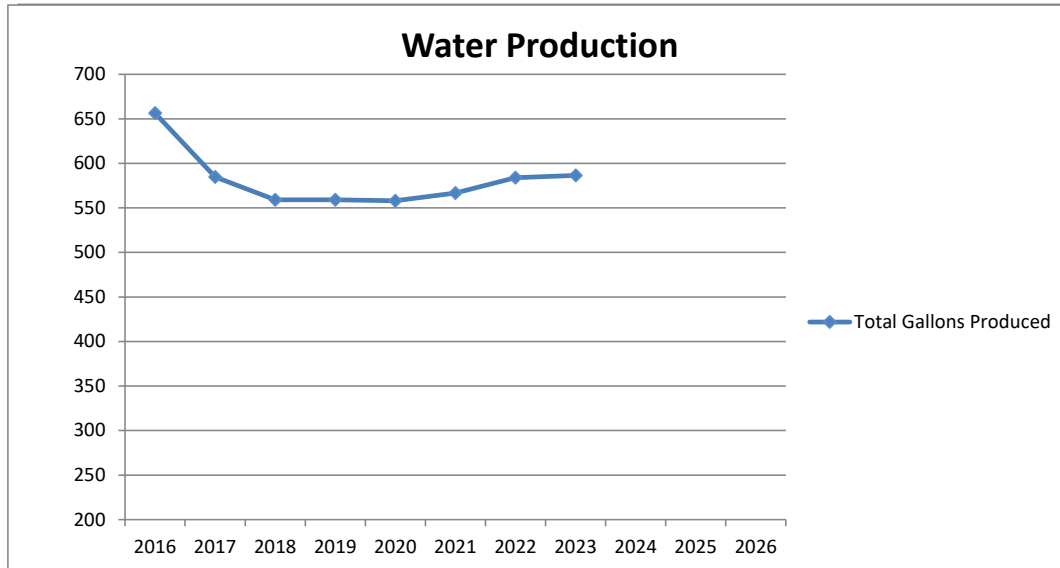
A core function of Public Works are related to the completion of work orders for several categories, including administrative, forestry, park maintenance, municipal property maintenance, right-of-way, snow and ice, street lighting, and storm water system maintenance. This chart shows the number of hours 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)



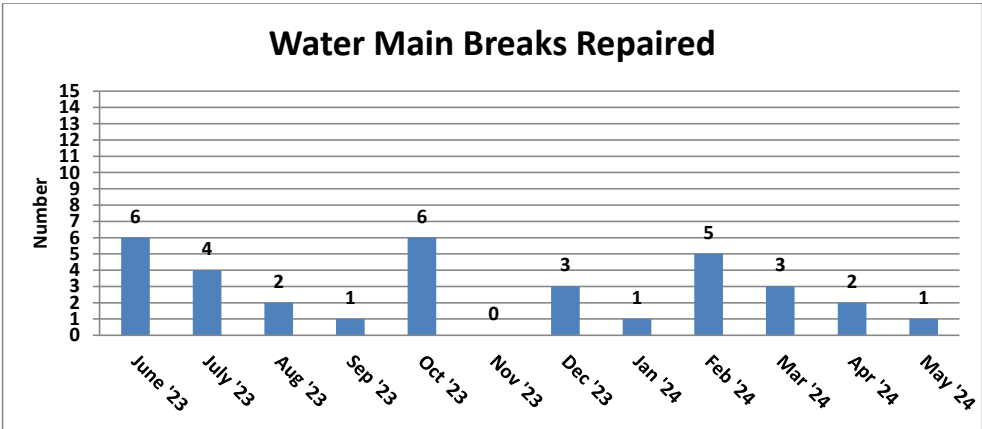
Vehicle cost per mile is an initial indicator of an efficient fleet operation. With basic cost per mile information in hand, all components that feed into that cost can be scrutinized and measured. These components include labor rates, fuel costs and parts costs. Looking further into the Village' vehicle 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.

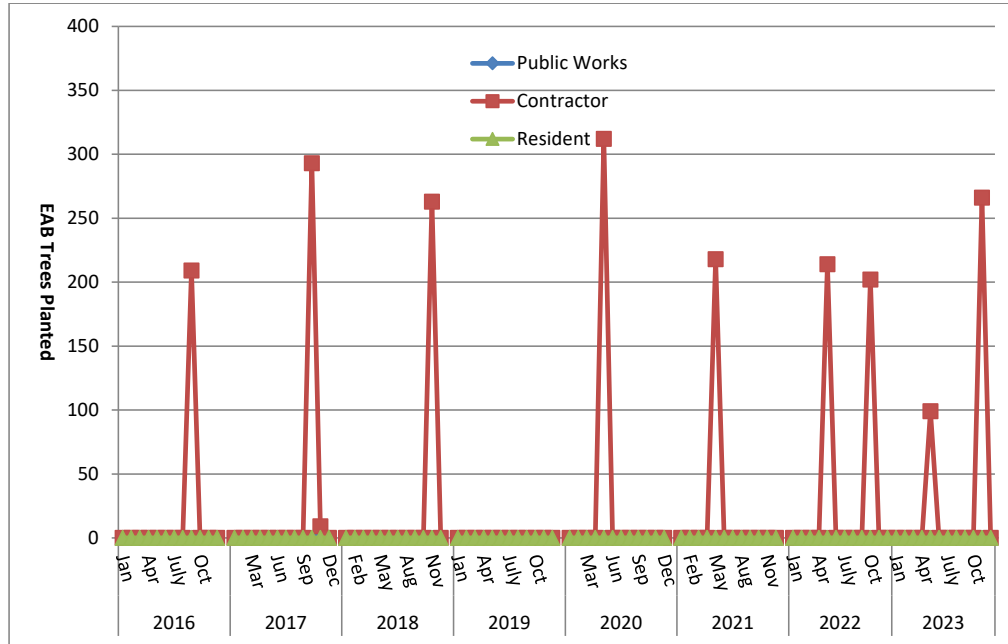
	2016	2017	2018	2019	2020	2021	2022	2023	2024
January	49.301	46.667	45.868	44.227	43.867	42.319	43.414	44.980	44.448
February	45.801	40.952	41.098	41.452	41.645	40.367	39.261	40.767	41.302
March	53.467	44.543	43.155	43.946	43.552	42.924	41.852	44.741	44.178
April	55.963	49.974	45.098	43.570	40.662	45.129	43.301	44.971	47.335
May	60.273	49.588	48.065	45.339	44.834	51.240	67.048	54.729	50.643
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	
Total	656.314	584.787	559.111	559.084	558.025	566.670	583.995	586.360	227.906
Avg	1.793	1.598	1.532	1.532	1.529	1.553	1.600	1.606	1.499
% 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.

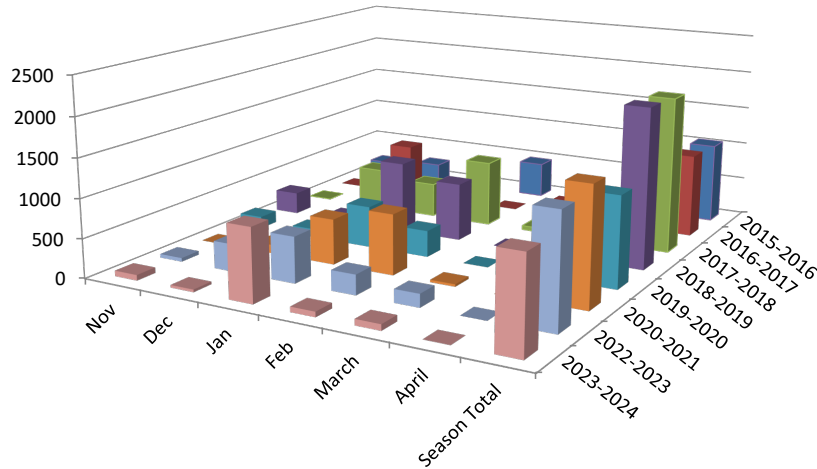


A water main break can be a hole or crack in the water main. Common causes of breaks in the water main include: age, pipe material, shifting in the ground attributed to fluctuations in moisture and temperature (below and above the frost line), corrosive soil that causes a thinning of the water main pipe, improper backfill, severe changes in water pressure (hammer) which has several causes and physical contact (damage) by excavating contractors.

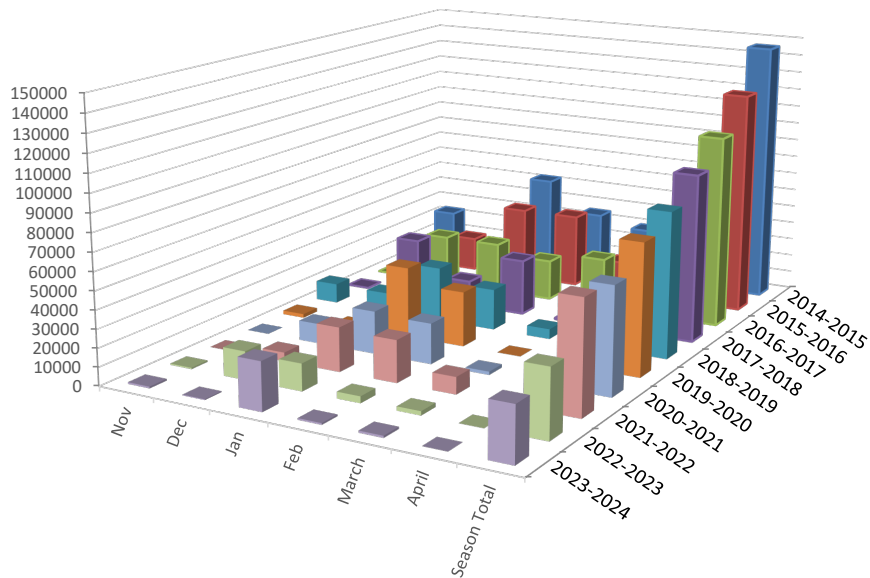
Emerald Ash Borer Tree Replacement Program



Tons of Road Salt



Gallons of Liquid Deicer





POLICE DEPARTMENT

MONTHLY INFORMATION REPORT

MAY 2024

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

Departmental Narrative

General

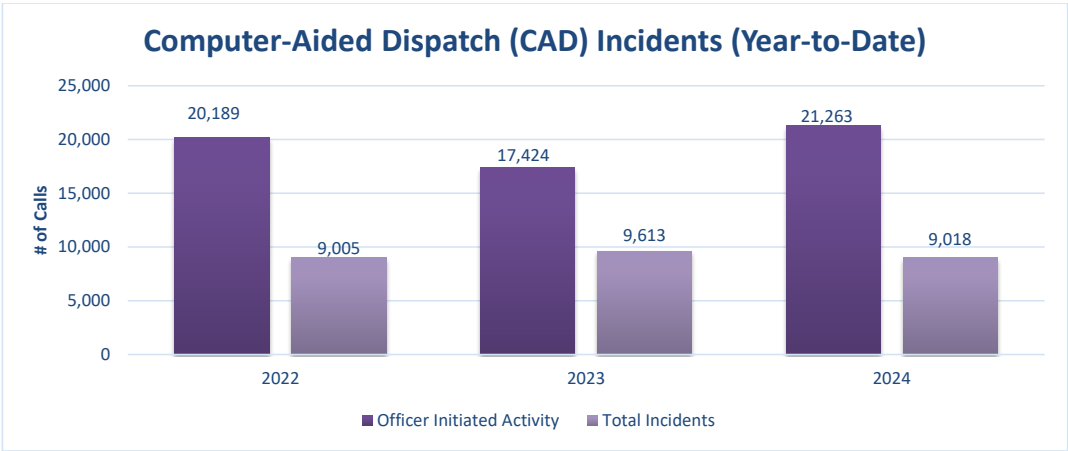
- The Police Department processed 24 Freedom of Information requests this month.
- This month we received six solicitor permits, all of which are pending approval. One liquor license was requested and approved.
- Lake Zurich police officers conducted three “rides to school in a police car” for students who attend Lake Zurich schools.
- Lake Zurich PD observed National Police Week the week of May 12th. Residents were invited to come to our police station to receive a free blue light bulb that they can use to replace one of their outdoor lights during that week to show support for law enforcement.
- Department members supported Special Olympics Illinois on May 17th during the annual Cop on Top event at Dunkin Donuts. \$6225.00 was raised in 7 hours.
- Officers stopped by Azpira Place for their first responder appreciation event this month. The residents enjoyed visiting with the officers while they answered their law enforcement questions.
- Sergeant Andy Sieber and Officer Andrew Heer spoke with 3rd grade students at Isaac Fox Elementary School about bicycle safety and the police department’s good biker program. The presentation included recommendations on how students can stay safe while riding their bicycles and walking in regards to using roadways and crossing intersections.
- Our agency participated in the IDOT Memorial Day grant campaign from May 17th – May 28th. 40 grant hours were worked as part of the campaign. The grant hours yielded the following results: 27 seat belt citations, 8 speeding citations, 4 distracted driving citations, 1 DUI arrest, and 5 other citations.

Patrol and Communications

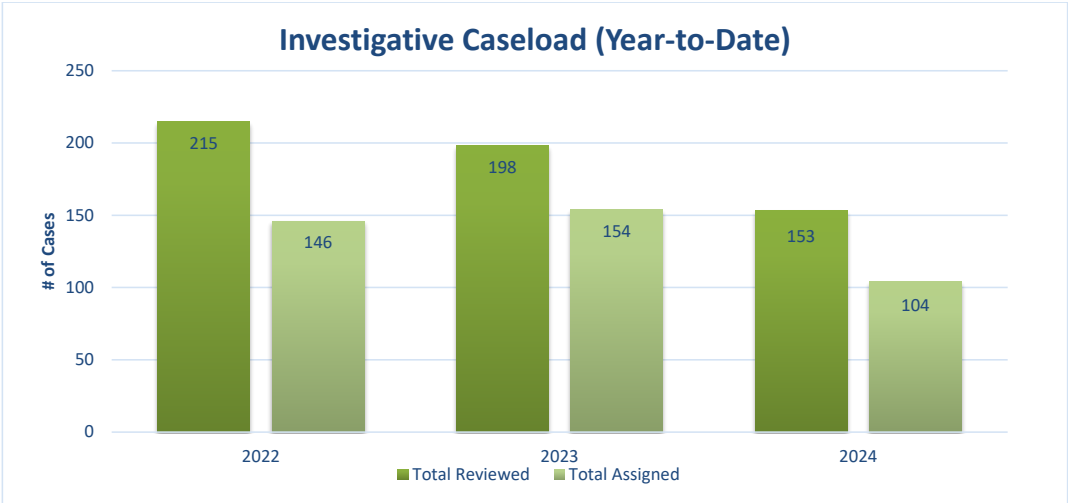
- Year-to-date, officers conducted 1975 traffic stops and issued 1181 traffic citations.
- During the month, Dispatch handled 1978 9-1-1 calls and 4272 administrative calls.
- Our agency conducted four child safety seat inspections in May.
- Our agency approved 7 overweight truck permits totaling \$975.00 in May.
- Officer Jeremy Peace took his oath of office for the position of police officer on May 13th.

Investigations

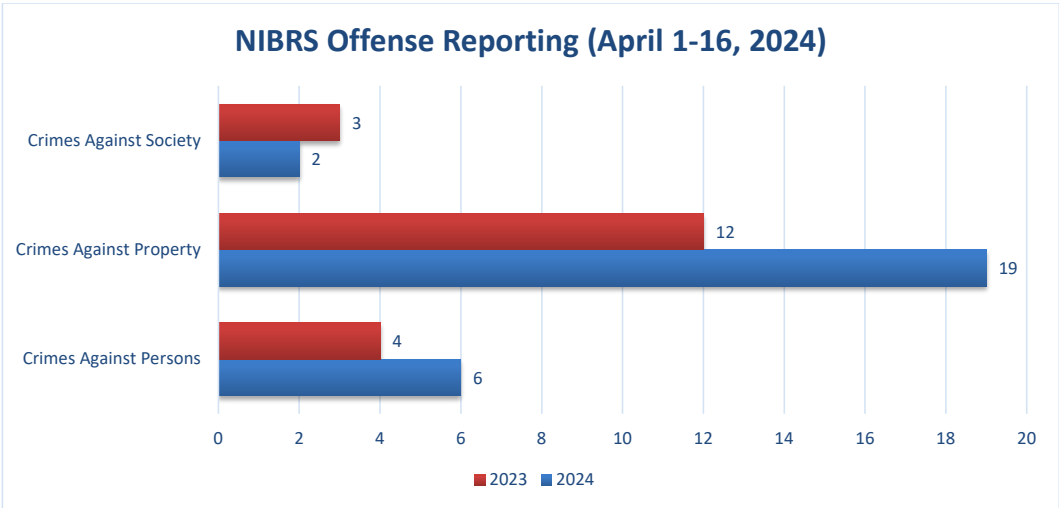
- The Criminal Investigations Division is currently investigating 52 cases, averaging 17 cases per detective. Of the 52 cases, 3 were sent to the Lake County State’s Attorney’s Office (LCSAO) and arrest warrants were obtained for identified suspects.
- 5 parking citations were issued at the high school in May. This school year, 30 parking violations were written.
- 1 arrest was made at the high school in May. This school year, there were a total of 15 arrests.
- Alcohol and tobacco compliance checks were completed on May 9th. Three violators were cited.



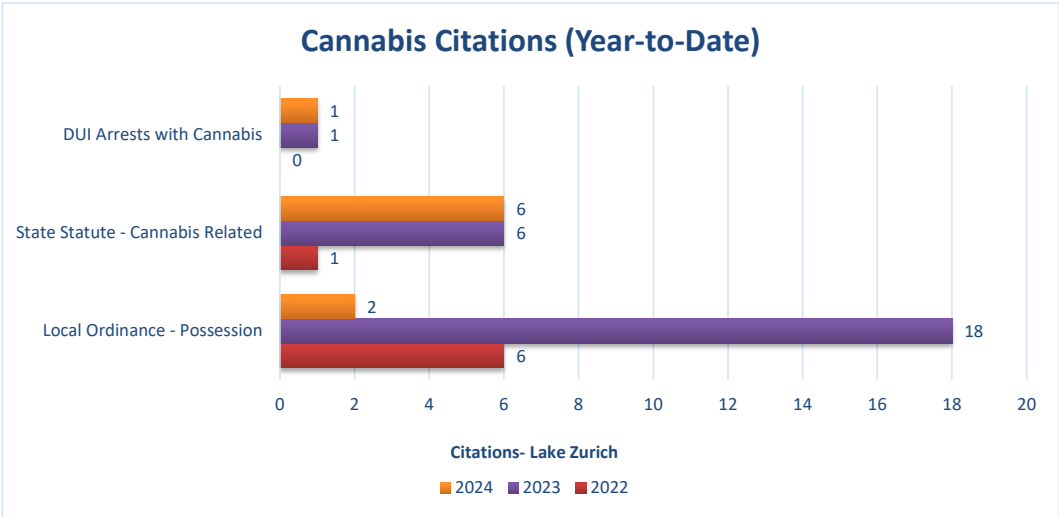
Officer initiated activity includes DUI Arrests, Vehicle Violation Citations, Non-Vehicle Violation Citations, Driving while License Suspended/Revoked, Crime Prevention Notices, Criminal Arrests, Traffic Citations, Traffic Stops, Extra Watches conducted, and Zero Tolerance enforcement. Total incidents are all CAD incidents. Frontline data, including vacation watches and directed patrols, are listed under officer-initiated activity.



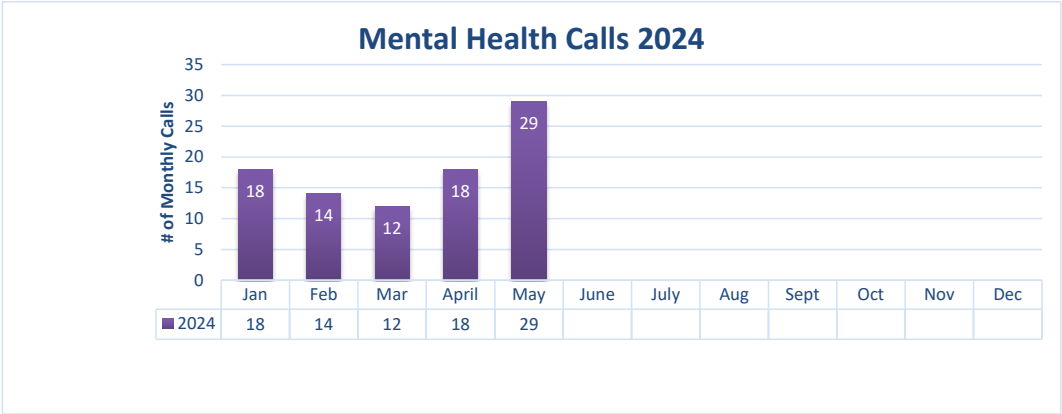
Original criminal reports, generally taken by Patrol section personnel, are reviewed by the Investigations Sergeant and assigned to Investigative personnel based on Solvability Factors.



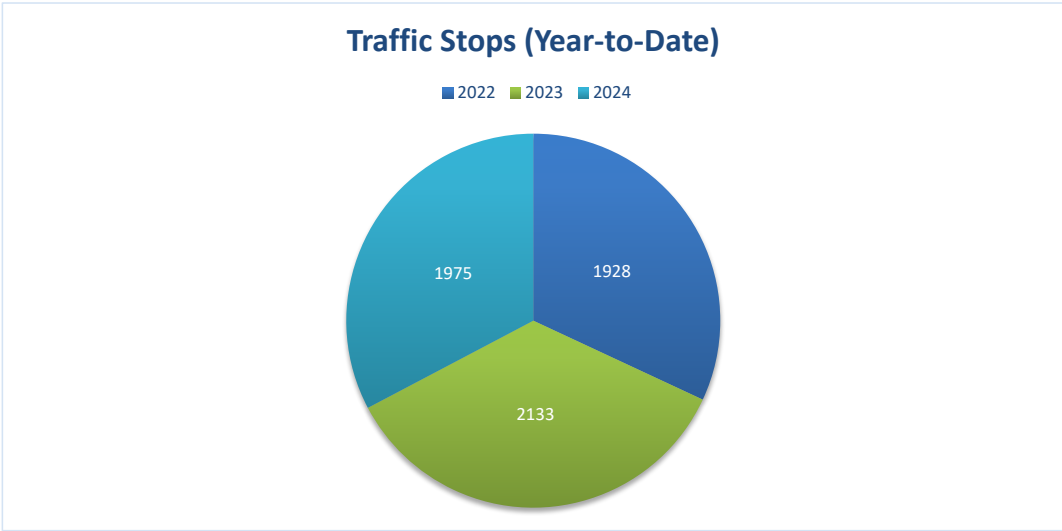
The Lake Zurich Police Department utilizes the FBI’s National Incident-Based Reporting System (NIBRS). Data is broken down into the following three categories: Crimes Against Persons, which include crimes such as murder, assault, and sex offenses; Crimes Against Property, which include crimes such as robbery, burglary, theft, fraud, and stolen property; and Crimes Against Society, which includes crimes such as drug/narcotic violations, pornography, and weapon violations. Statistics are one month behind. Due to the new Records Management System (RMS) change in April, data is only available from April 1-16th.



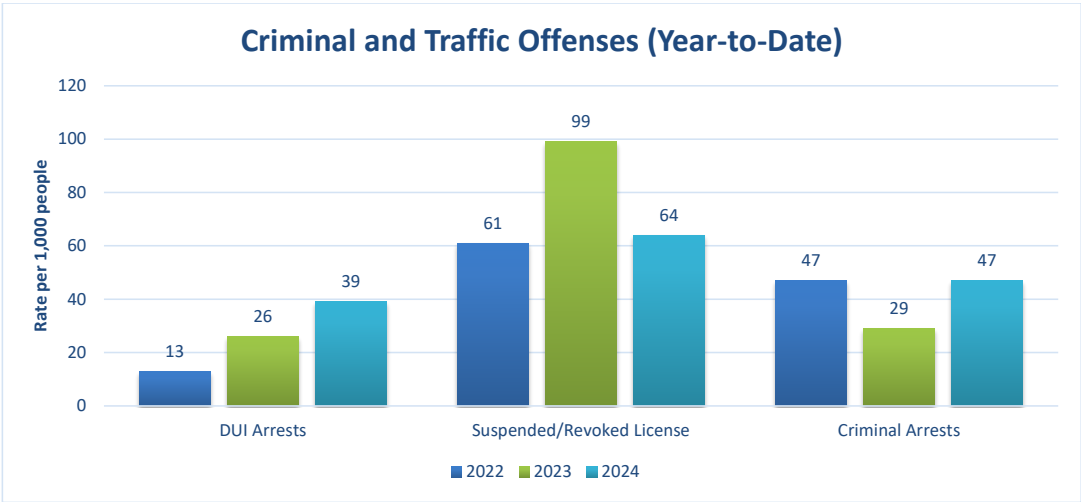
These citations include local ordinance cannabis possession citations, state statute cannabis related citations (includes possession, delivery, paraphernalia, and DUI), and DUI arrests with cannabis as the primary or contributing factor.



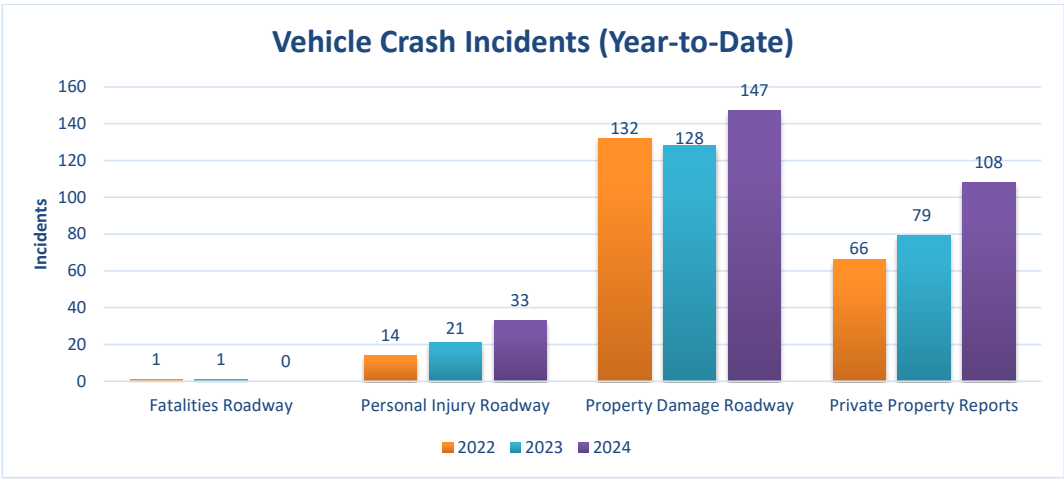
Law enforcement agencies in Illinois are now required to report to the state any incident where a law enforcement officer was dispatched to deal with a person experiencing a mental health crisis or incident. The report shall include the number of incidents, the level of law enforcement response and the 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.



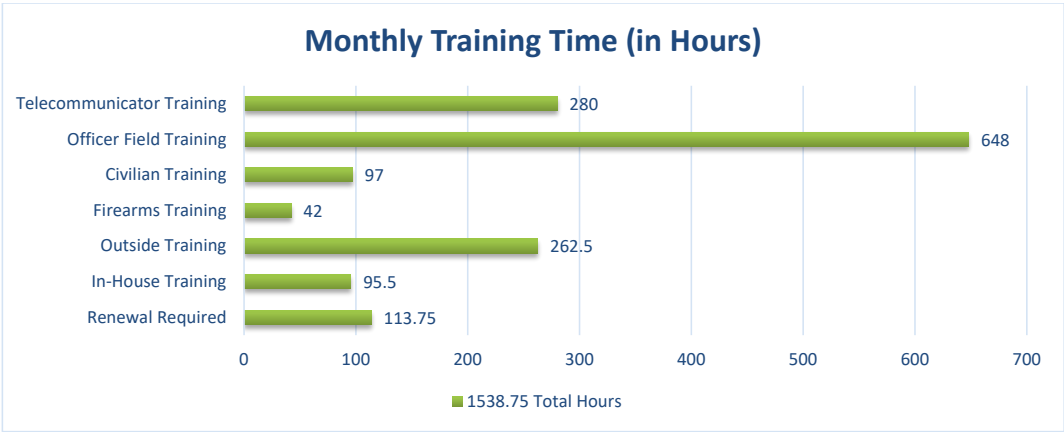
Information depicted in this graph relates to traffic stops conducted by Department personnel.



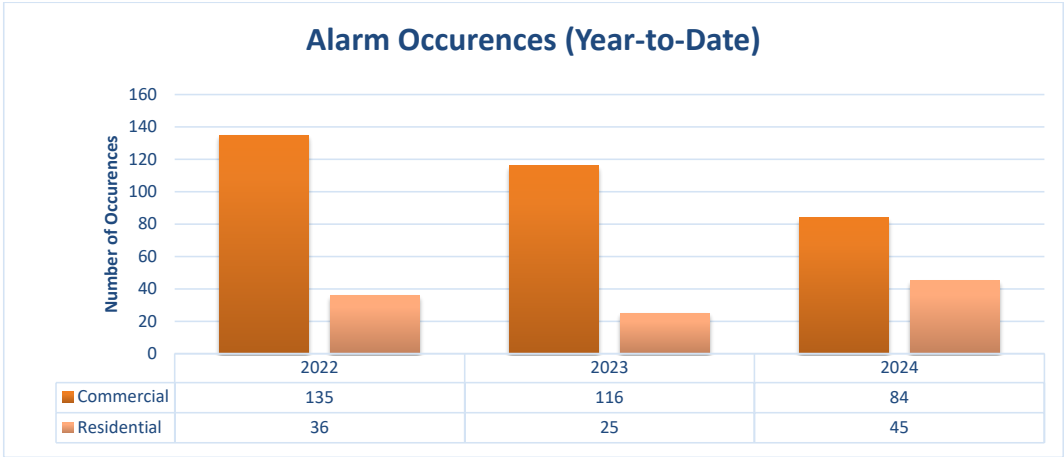
Information depicted in this graph relates to Driving Under the Influence of Alcohol/Drug arrests, Driving while Driver's License Suspended/Revoked arrests, and various criminal arrests (Domestic Battery, Retail Theft, Drug Offenses, etc.) conducted by Department personnel.



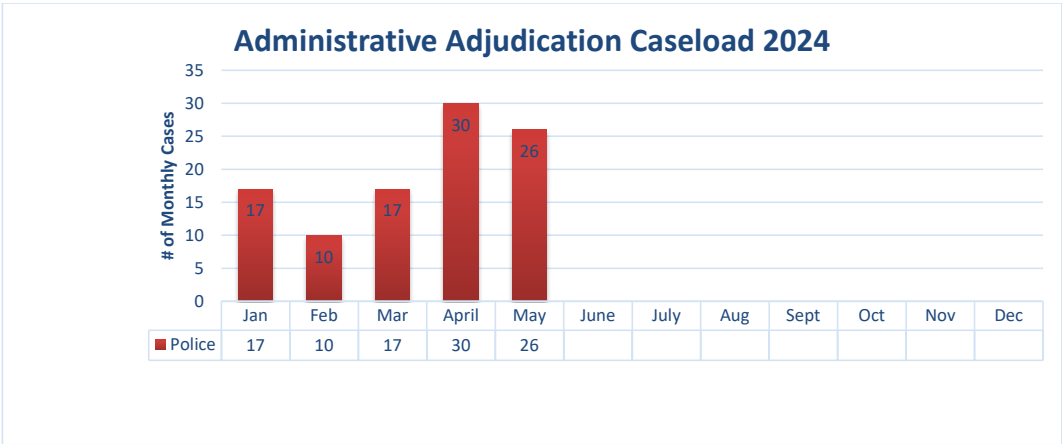
The Department conducts traffic crash investigations on both public roadways and private property (primarily parking lots). The traffic crashes are broken down into four categories: fatal, personal injury, property damage, and private property. Routine traffic crashes are taken by Patrol personnel. Traffic Safety personnel investigate fatal, serious personal injury, and commercial motor vehicle crashes.



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 Division monitors the number of alarms to which Patrol personnel respond – many of the alarms are false.



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, parking citations, and building and zoning violations.

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	126	\$10,582.50	6	3	1	2	3	1	4
May	144	\$5680	3	1	1	1	1	1	1
June									
July									
August									
September									
October									
November									
December									
Total	763	\$40,860	14	7	4	3	10	8	11

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.



VILLAGE MANAGER'S OFFICE

MONTHLY INFORMATION REPORT

MAY 2024

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

A Look Back at May 2024...

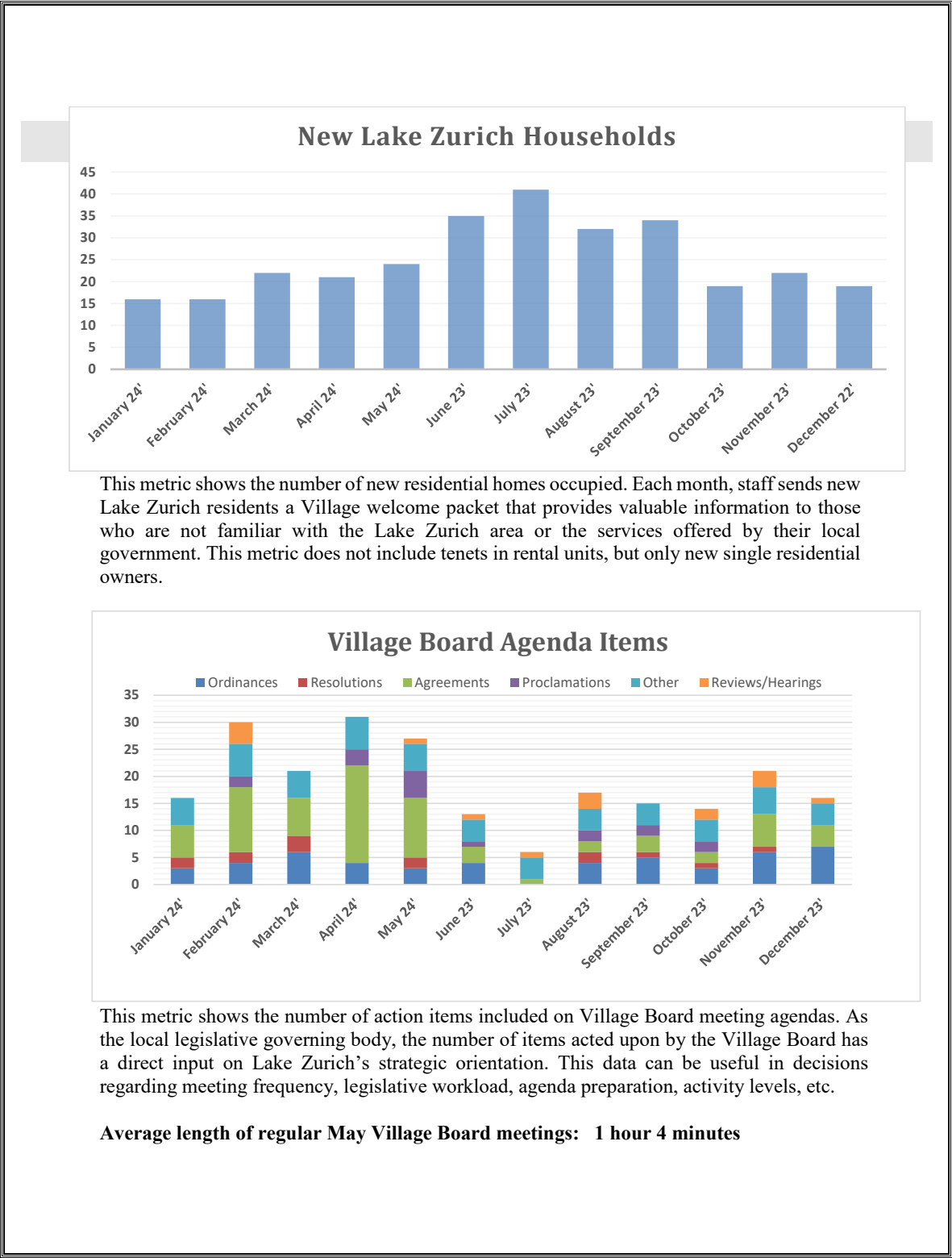
Main Street District Facade Improvement Program The facade improvement program for small businesses in the Main Street District has just wrapped up its latest success story. Volle's Bridal & Boutique utilized this program to repair, add floor coating and painted the exterior stairways in front of the building and the side entrance, power wash the entire building, reconfigure the sump pump discharge to avoid draining onto the adjacent parking lot, and complete resurfacing of their parking lot at 53 South Old Rand Road.



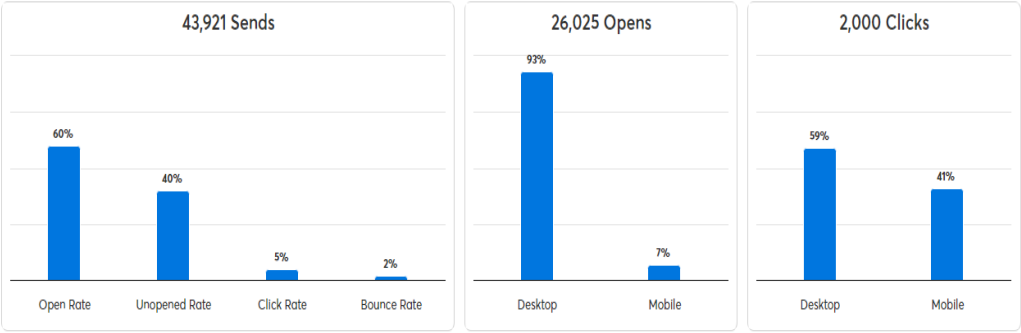
Lake Zurich Street Lights Go Green The Village of Lake Zurich has continued its momentum to become eco-friendlier by now supporting renewable energy through the purchase of **100% Green Power** for the community's 824 street lights. Starting in July 2024, all of the energy consumed by Lake Zurich street lights will be backed by renewable energy credits that directly support clean sustainable energy produced by Midwest-located wind, solar, and hydroelectric facilities. With Lake Zurich street lights going **100% Green**, along with the Village's public aggregation program for residential and small business accounts that started in July 2023, Lake Zurich will become a certified "EPA Green Community" later in 2024.

Community Chooses Energy from Renewable Sources In early 2023, the Village joined an increasing number of local governments committed to addressing climate change at the local level by joining a 100% Green Electric Aggregation Program with Chicago-based MC Squared Energy Services. This program has a 13-month term effective from July 1, 2023, to August 1, 2024. Giving residents a choice: to support renewable energy by participating in the 100% Green program or to opt-out and receive 100% brown energy from traditional fossil fuel sources. As of mid-May, 81% of Lake Zurich residents are in the 100% Green program, signaling community support for such an option.

Industrial Wire and Cable At the May 6th meeting, Trustees approved a TIF Resolution inducing the development of vacant land on Rose Road by Industrial Wire and Cable. Approving that resolution has cleared the way for Industrial Wire and Cable to purchase a 12.3 acres parcel at 595 Rose Road in June or July. Adding 36,000 sf of manufacturing space to their existing facility is expected to create several new full-time industrial jobs. Groundbreaking on the new facility is anticipated by the end of 2024.

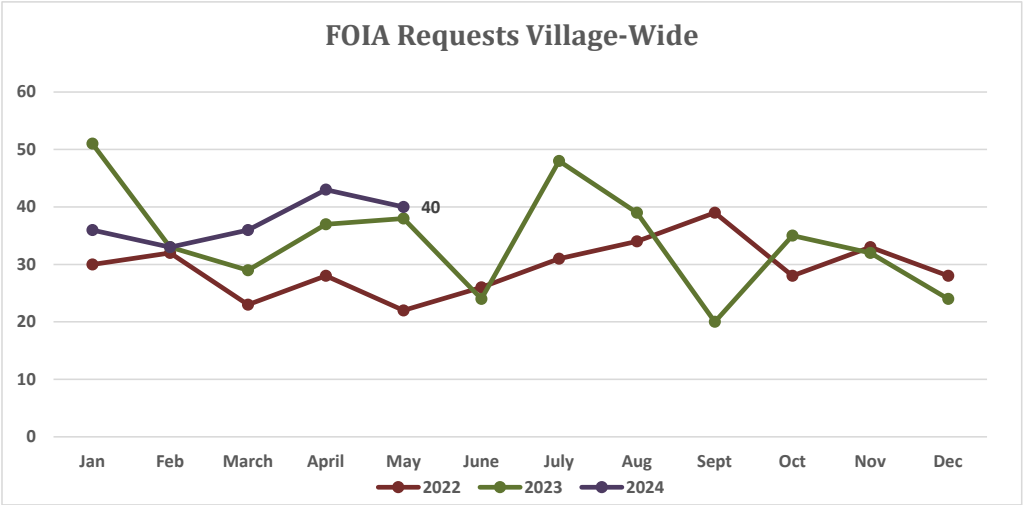


Benchmarks Engagement

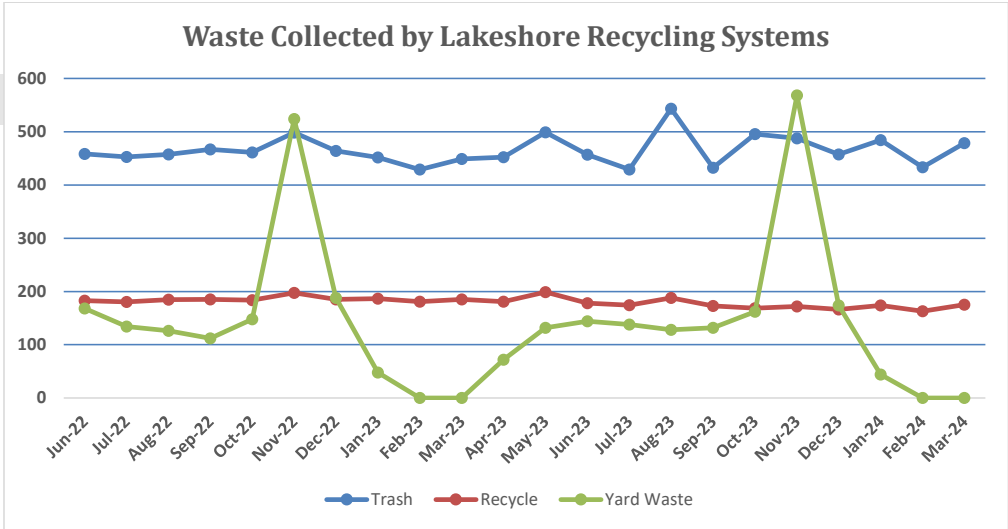


Benchmarks is the official Village e-newsletter that is a central communication device for the community. This graph shows *Benchmarks* rates over the past month. From an initial subscription rate of 756 in July 2013, *Benchmarks* now has over 6,000 subscribers.

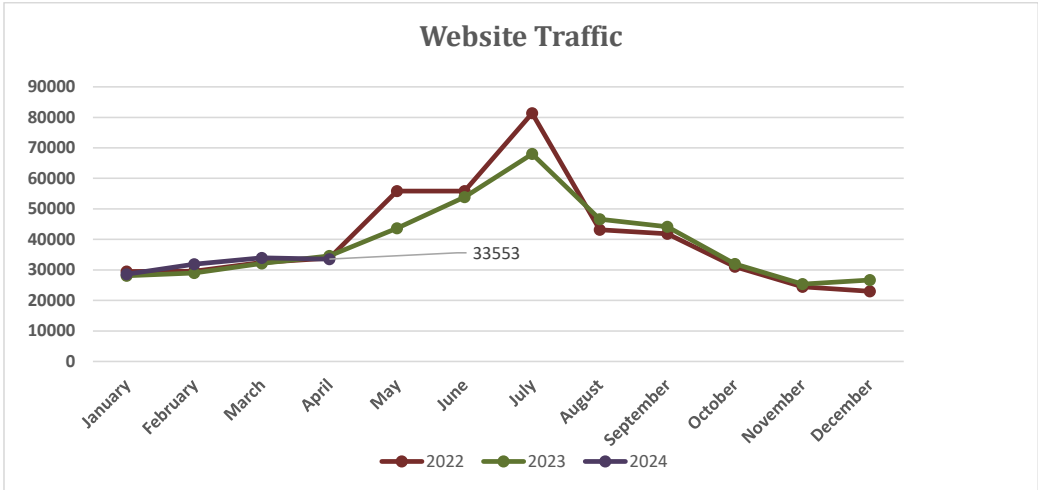
FOIA Requests Village-Wide



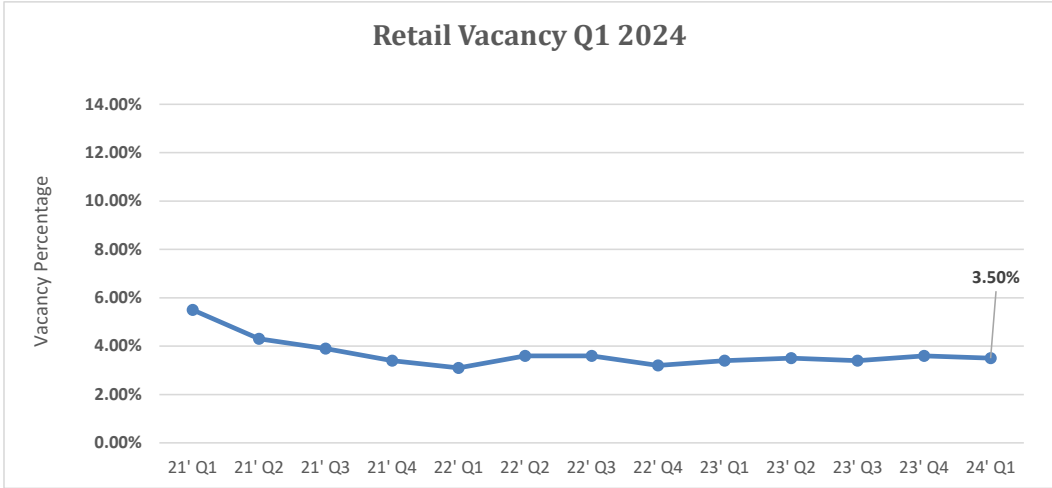
Open and honest government is a cornerstone of American democracy. The Freedom of Information Act is intended to ensure that members of the public have access to information about their government and its decision-making processes. This graph includes all of the FOIA requests received Village-wide among all departments.



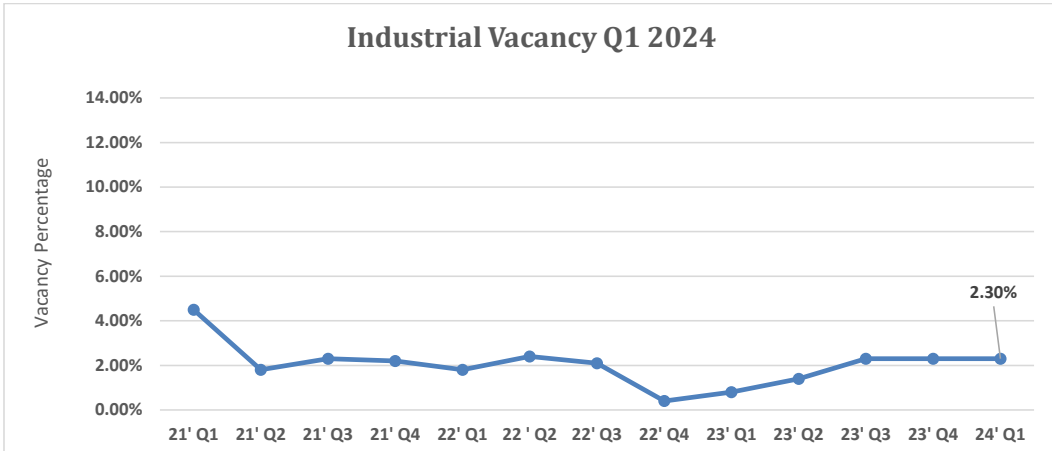
Prairieland Disposal began service to Lake Zurich in September 2020. Lakeshore Recycling Systems (LRS) took over service in October 2021. The above metric reports the volume of waste collected each month including trash, recycling, and yard waste. This metric is updated once per quarter. *Trash* and *Recycling* is reported in tons while *Yard Waste* is reported in cubic yards.



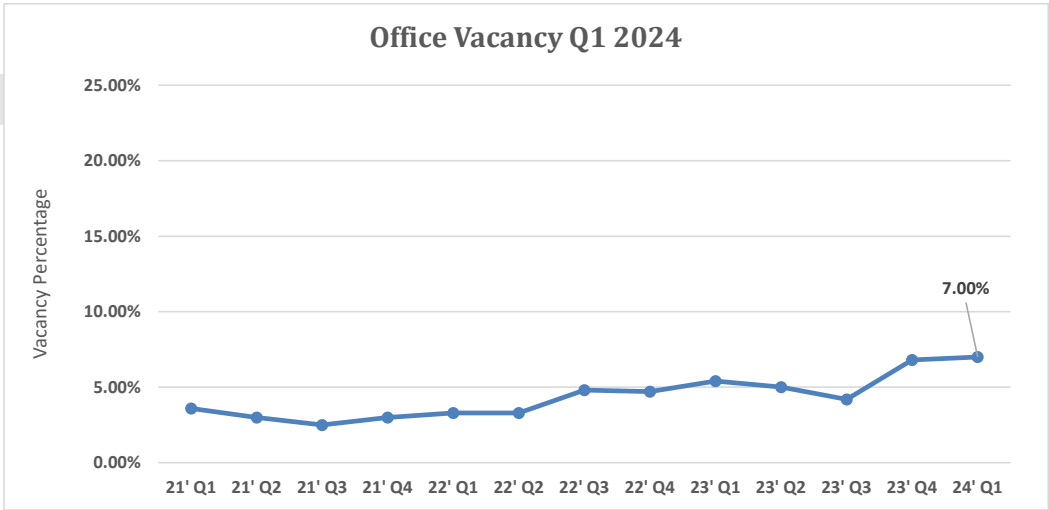
This data represents the number of visits to LakeZurich.org. A digital presence for Lake Zurich is important for government transparency and providing resident-oriented service. E-government can also improve the overall democratic process by increasing collaboration with citizens and facilitating decision-making. This metric tracks the number of visits to LakeZurich.org. **Most Visited Page for May:** not available...



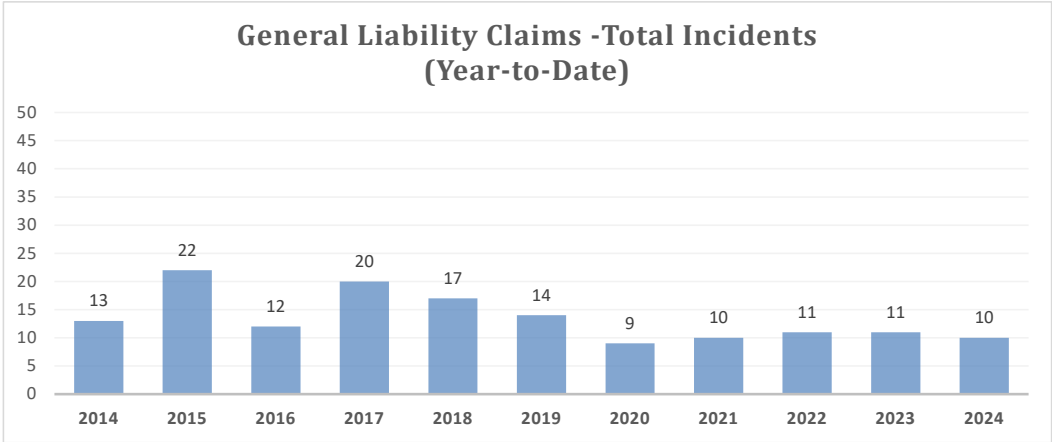
The Lake Zurich retail vacancy rate remained nearly unchanged in Quarter 1 of 2024 from 3.6% to 3.5% vacant compared to the fourth quarter (*based on Lake County Partners data*). As of March 31, 2024, there was 94,358 square feet of retail space reported vacant in Lake Zurich, with average rates at \$18.50 per square foot (nnn).



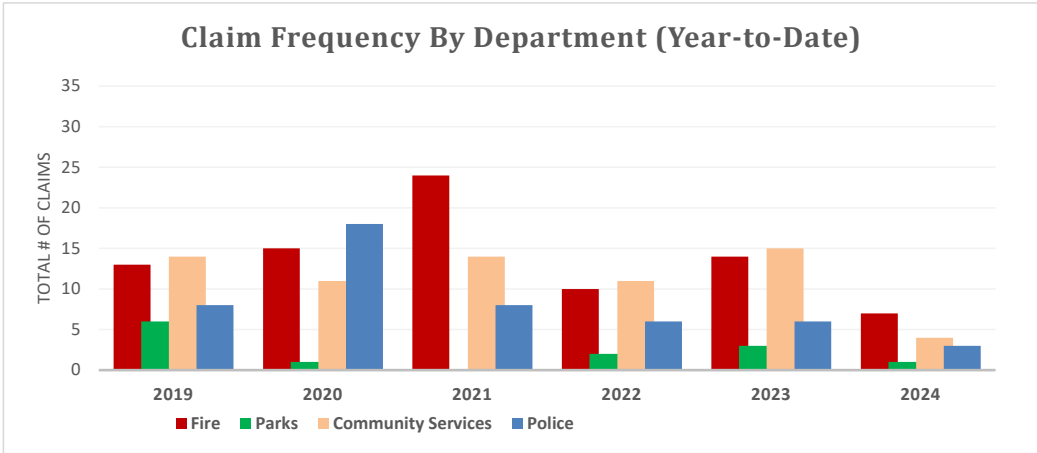
The Lake Zurich industrial vacancy rate has remained flat at 2.3% in Quarter 1 of 2024 compared to Q4 and Q3 of 2023, when the same 2.3% was reported vacant (*based on Lake County Partners data*). As of March 31, 2024, there was 128,546 square feet of industrial space reported vacant in Lake Zurich, with average rates at \$5.21 per square foot (nnn).



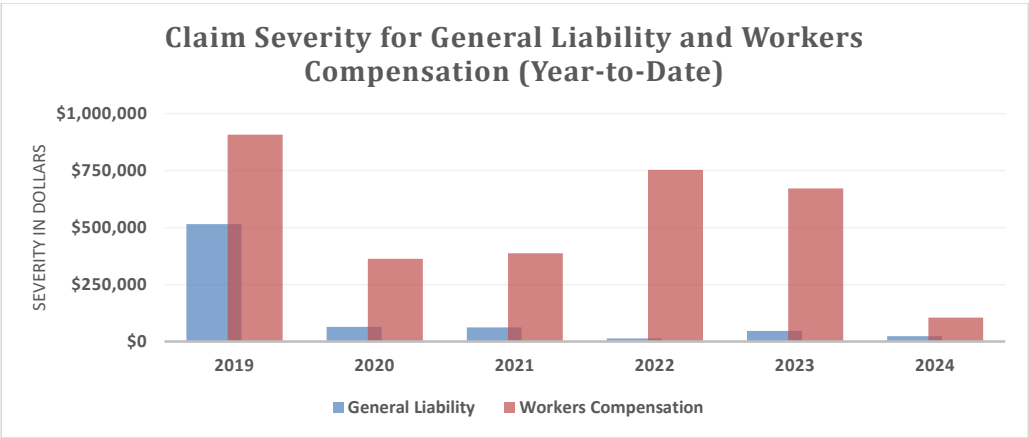
The Lake Zurich office vacancy rate increased to 7% in Quarter 1 of this year compared to Quarter 4 at 6.8% vacant (*based on Lake County Partners data*). As of March 31, 2024, there was 28,057 square feet of office space reported vacant in Lake Zurich, with average rates at \$25.19 per square foot (full service).



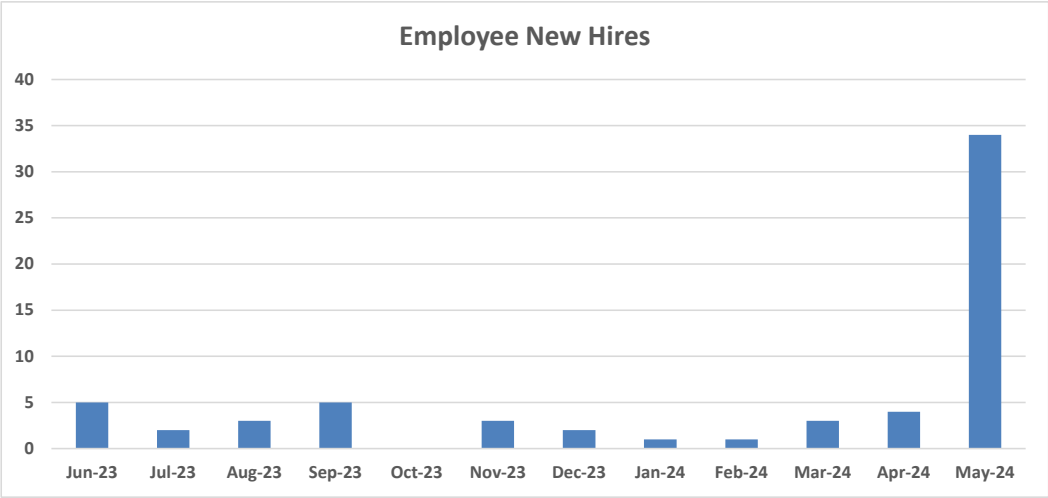
Risk management insurance coverage is provided by the Intergovernmental Risk Management Agency, a risk sharing pool of approximately 70 local municipalities and special service districts, which have joined together to manage and fund their property/casualty/workers' compensation claims. This metric reports total General Liability claims (both open and closed claims) in all departments since January 1st.



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.



FINANCE DEPARTMENT

MONTHLY INFORMATION REPORT

APRIL 2024

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

Finance Monthly Report – April 2024

DEPARTMENT NARRATIVE

During April, auditors from Baker Tilly completed their two weeks of field work for the annual financial audit. The finance department will continue to provide information and review annual report drafts until issuance in early July.

GENERAL FUND OPERATING RESULTS *SUMMARY*

For the month of April, revenues totaled \$2.15 million and expenditures \$2.41 million, resulting in an operating deficit of \$266k. From a budget perspective, we had expected expenditures to exceed revenues by \$350k. Year-to-date figures below represent the fourth 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	\$ 2,029,584	\$ 2,146,290	\$ 8,733,984	\$ 9,097,225
Expenditures	2,379,080	2,412,417	9,810,595	9,847,354
Excess (Deficiency)	\$ (349,497)	\$ (266,126)	\$ (1,076,611)	\$ (750,129)

REVENUES

Following is a summary of revenues by type through April 30, 2024. These figures represent four months of financial activity. A more detailed analysis can be found on page 9.

Finance Monthly Report – April 2024

	Current Month's Budget	Current Month's Actual	% Variance	Year-to-Date Budget	Year-to-Date Actual	% Variance	% of Annual Budget
Taxes	\$ 156,624	\$ 156,449	-0.1%	\$ 719,460	\$ 670,638	-6.79%	5.9%
Intergovernmental	1,556,372	1,595,189	2.5%	6,524,218	6,758,377	3.59%	34.7%
Licenses & Permits	70,965	60,432	-14.8%	375,284	440,167	17.29%	49.1%
Fines and Forfeits	37,890	26,632	-29.7%	143,148	110,652	-22.70%	27.0%
Charges for Services	175,570	244,587	39.3%	834,263	827,479	-0.81%	29.3%
Investment Income	26,010	23,740	-8.7%	78,395	167,907	114.18%	42.0%
Miscellaneous	6,153	39,263	538.1%	59,215	122,005	106.04%	68.6%
Operating Transfers	0	0	0.0%	0	0	0.0%	0.0%
Total Revenue	\$ 2,029,584	\$ 2,146,290	5.8%	\$ 8,733,984	\$ 9,097,225	4.16%	25.5%

Taxes:

Revenues from taxes came in at \$156k in April, just short of 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 34% higher than expected for the month at \$27k. That is 1% more than the amount received in the same month of the prior year. More information regarding Telecommunications tax can be found on page 12.

Utility tax results were mixed for the month. The gas utility tax had \$41k in receipts, below budget expectations of \$58k. Electric utility tax came in at \$81k versus the expected \$70k. Combined, utility taxes were 5% lower than expected. The payments are based primarily on March activity. More detail on the Utility Taxes can be found on page 13.

Intergovernmental Revenue:

Revenue from other governments totaled \$1.60 million in April, which exceeded budget expectations for the category.

State sales tax receipts were above budget expectations for the month at \$617k. This represents sales from January and was 6% 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 just below expectations with the receipts for April totaling \$306k compared to an expected \$307k. Details on Income Tax are provided on page 15.

Finance Monthly Report – April 2024

Video gaming tax receipts came in 3% below budget expectations at \$27k. Video gaming tax is received two months in arrears. The video gaming tax receipts budgeted for April relate to tax for February activity.

Licenses and Permits:

Revenue from the issuance of licenses and permits came in at \$60k for April, 15% below budget expectations. Building permits (\$24k), permit plan review (\$12k), and contractor registration (\$9k) were the biggest contributors. Additional items included in license and permit revenue are electric permits (\$4k), plumbing permits (\$3k), and zoning planned unit development (\$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 April, with receipts of \$27k. 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 \$245k in April. 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 \$181k. Engineering review receipts for the month were recorded at \$4k. For park program fees, this is a combination of timing of receipts and fluctuating activity levels; receipts in April were below budget expectations at 29k.

Investment Income:

The General Fund investment income in April was \$24k. 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 – April 2024

Miscellaneous:

The General Fund miscellaneous revenue in April was \$39k. Receipts for this category were sale of fixed assets (\$13k), reimbursement income (\$9k), rental income (\$8k), building permit forfeitures (\$7k), and other small items.

EXPENDITURES

For the month of April, expenditures totaled \$2.41 million for the General Fund, which was 1% above projections of \$2.38 million. The table below presents a summary of General Fund expenditures by department as of April 30, 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	\$ 4,724	\$ 5,654	19.7%	\$ 28,434	\$ 21,774	-23.4%	31.3%
Administration	\$ 141,422	\$ 132,382	-6.4%	\$ 437,770	\$ 416,287	-4.9%	26.2%
Finance	\$ 50,738	\$ 40,547	-20.1%	\$ 223,504	\$ 193,755	-13.3%	33.1%
Technology	\$ 55,906	\$ 55,354	-1.0%	\$ 231,114	\$ 261,038	12.9%	45.0%
Police	\$ 595,561	\$ 687,519	15.4%	\$ 2,430,087	2,536,201	4.4%	26.5%
Fire	\$ 837,105	\$ 801,874	-4.2%	\$ 3,580,108	3,441,962	-3.9%	25.6%
Community Develop.	\$ 90,799	\$ 72,974	-19.6%	\$ 308,120	268,085	-13.0%	21.2%
Public Works	\$ 291,051	\$ 311,530	7.0%	\$ 1,265,577	1,299,520	2.7%	30.6%
Park & Recreation	\$ 80,130	\$ 72,938	-9.0%	\$ 379,301	482,151	27.1%	33.9%
Operating Transfers	\$ 231,645	\$ 231,645	0.0%	\$ 926,580	926,580	0.0%	32.7%
Total	\$ 2,379,080	\$ 2,412,417	1.4%	\$ 9,810,595	\$ 9,847,354	0.4%	27.6%

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 \$85k in April, which was 1% above the budget of \$84k. 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 \$83k for electricity (\$14k), road salt (\$68k), and other small items.

Finance Monthly Report – April 2024

April revenues for the Hotel Tax Fund totaled \$10k. 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 April totaled \$43k, which relate to funding transfers in from other funds (\$29k), donations (\$12k), and vendor fees (\$2k). Expenditures for the month totaled \$21k, consisting of normal staff expenses (\$18k), miscellaneous events (\$2k), Winter Festival (\$1k), and other small items.

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 April.

Capital Projects Funds:

April revenue for the capital projects funds came in at \$433k. The majority of the revenue was from Non-Home Rule Sales Tax (NHRST), with receipts from April of \$192k. This was 3% higher than budget expectations and 3% higher than the same month last year. April receipts represent sales from January. More detail on the NHRST revenue can be found on page 16. Remaining revenues for capital project funds include funding transfers (\$154k), interest income and change in market value of investments (\$74k), and park impact fees (\$13k).

Expenditures of \$447k were recorded in April for capital projects, consisting of public works roof and windows (\$315k), Paulus Park message board (\$42k), police department paint and trim (\$24k), Breezewald bathroom/pavilion (\$19k), and other small items.

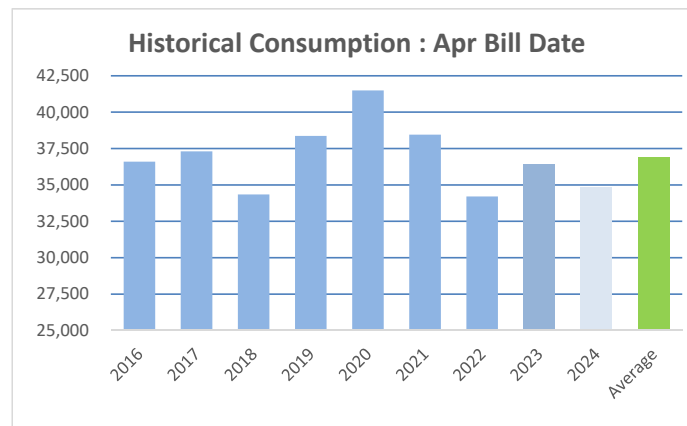
Water and Sewer Fund:

April revenue totaled \$766k, which was 5% below the budget estimate of \$806k. Consumption metered in April was 35M gallons, lower than the nine-year average of 37M gallons. The consumption billed in April primarily represents water metered in late March and early April. With about 45M gallons

Finance Monthly Report – April 2024

pumped, about 22% of pumped water was lost to main breaks, fire department use, or other small issues.

A chart comparing April water consumption over the past eight years provided below.



Expenses in the Water Fund were \$585k for the month. Of this amount, \$185k is a non-cash transaction to record depreciation of the infrastructure assets of the fund and \$50k is for a pickup truck. 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. April expenses include non-cash depreciation expenses (\$45k) and other small expenses.

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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 April.

SSA Activity
Apr-24

SSA #	Location	Beginning Balance	Year-To-Date		Ending Balance	Annual Expected		Annual Expected	
		1/1/2024	Revenues	Expenses	12/31/2024	Revenues	YTD %	Expenses	YTD %
SSA #8	Heatherleigh	54,646	-	8,500	46,146	9,697	0.00%	23,196	36.64%
SSA #9	Willow Ponds	127,185	-	-	127,185	11,851	0.00%	19,300	0.00% ^b
SSA #10	Westberry	18,987	-	-	18,987	1,000	0.00%	-	N/A
SSA #11	Lake Zurich Pines	27,244	-	-	27,244	-	#DIV/0! ^a	27,244	0.00%
SSA #13	Conventry Creek	229,086	-	-	229,086	29,894	0.00% ^a	16,662	0.00%
SSA #16	Country Club	1,478	-	-	1,478	-	N/A	-	N/A
		458,625	-	8,500	450,125	52,443	0.00%	86,402	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 negative \$808k for the month. For April, the fund recorded an unrealized loss of \$835k from investments. Total municipal and member contributions for the month totaled \$27k. Expenses for the month were \$233k of which \$230k was for pension and benefit payments, \$2k was for professional expenses, and \$1k was for investment expenses. For the month of April, the fund experienced a loss of \$1.04 million. As of April 30th, the fund had a net position of \$32.3 million. Additional information can be found on page 18.

The Firefighters' Pension Fund had a similar month for investments, with an unrealized loss of \$1.56 million from investments. Total municipal and member contributions for the month totaled \$39k. Total revenues for the month were negative \$1.52 million. Expenses for the month were \$288k of which \$275k was for pension and benefit payments, \$10k was for professional services, and \$3k was for

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investment and other expenses. For the month of April, the fund experienced a loss of \$1.81 million. As of April 30th, the fund had a net position of \$53.2 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

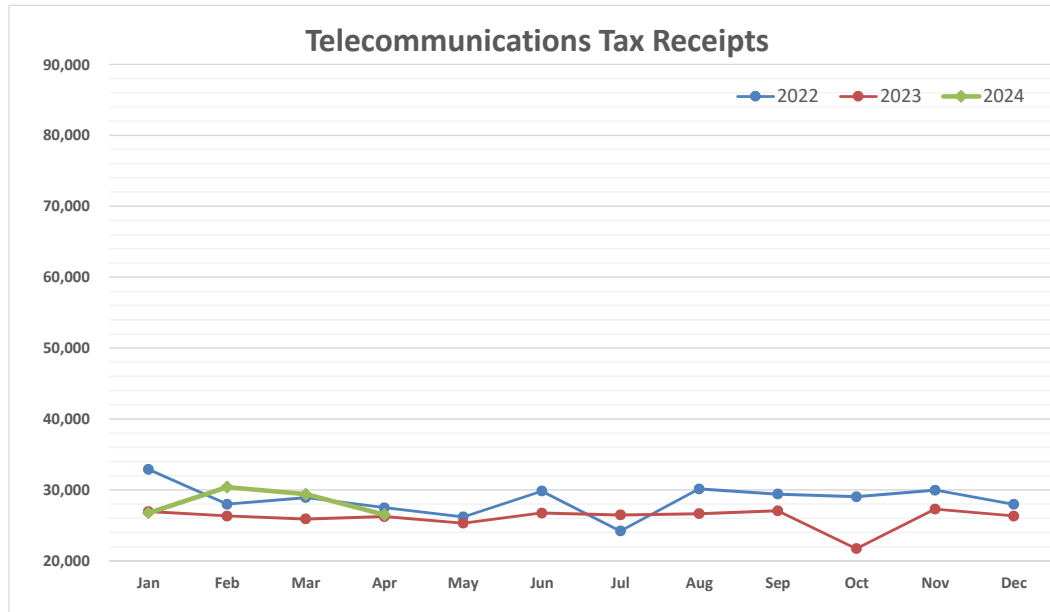
VILLAGE OF LAKE ZURICH OPERATING REPORT SUMMARY GENERAL FUND April 30, 2024								
	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
REVENUES								
Taxes								
Property Taxes	-	72	0.0%	-	72	0.0%	9,528,414	0.0%
Utility Tax - Electric	70,077	80,868	15.4%	307,794	283,848	(7.8%)	930,418	30.5%
Utility Tax - Gas	57,789	41,152	(28.8%)	257,379	197,277	(23.4%)	486,113	40.6%
Cable Tv Franchise	8,966	7,856	(12.4%)	69,203	76,427	10.4%	237,715	32.2%
Telecom Tax	19,791	26,500	33.9%	85,084	113,014	32.8%	238,907	47.3%
Total Taxes	156,624	156,449	-0.1%	719,460	670,638	-6.8%	11,421,567	5.9%
Intergovernmental								
State Sales Tax	588,178	617,165	4.9%	2,720,763	2,795,667	2.8%	8,085,057	34.6%
State Income Tax	307,284	306,001	(0.4%)	1,077,191	1,113,159	3.3%	3,318,041	33.5%
State Use Tax	60,134	49,030	(18.5%)	304,593	269,101	(11.7%)	841,733	32.0%
Video Gaming Tax	27,291	26,545	(2.7%)	103,285	99,596	(3.6%)	323,970	30.7%
Fire/Rescue Srvc Contract	542,615	542,615	(0.0%)	2,170,460	2,170,458	(0.0%)	6,511,375	33.3%
Other Intergovernmental	30,869	53,833	74.4%	147,925	310,395	109.8%	405,863	76.5%
Total Intergovernmental	1,556,372	1,595,189	2.5%	6,524,218	6,758,377	3.6%	19,486,039	34.7%
Licenses & Permits								
Liquor Licenses	1,512	550	(63.6%)	118,582	170,975	44.2%	160,000	106.9%
Business Licenses	666	1,023	53.4%	60,588	108,450	79.0%	95,000	114.2%
Building Permits	18,690	24,080	28.8%	52,408	51,107	(2.5%)	212,000	24.1%
Permit Plan Review	12,018	11,548	(3.9%)	34,544	25,823	(25.2%)	116,600	22.1%
Other Permits	38,079	23,231	(39.0%)	109,163	83,812	(23.2%)	312,220	26.8%
Total Licenses & Permits	70,965	60,432	(14.8%)	375,284	440,167	17.3%	895,820	49.1%
Fines and Forfeits	37,890	26,632	(29.7%)	143,148	110,652	(22.7%)	410,500	27.0%
Charges for Services								
Fire/Rescue Ambulance Fee	90,988	181,277	99.2%	410,405	415,744	1.3%	1,300,000	32.0%
Park Program Fees	40,145	29,417	(26.7%)	244,333	254,645	4.2%	823,889	30.9%
Other Charges for Services	44,437	33,893	(23.7%)	179,525	157,090	(12.5%)	704,930	22.3%
Total Charges for Services	175,570	244,587	39.3%	834,263	827,479	(0.8%)	2,828,819	29.3%
Investment Income	26,010	23,740	(8.7%)	78,395	167,907	114.2%	400,000	42.0%
Miscellaneous	6,153	39,263	538.1%	59,215	122,005	106.0%	177,794	68.6%
Total General Fund Revenues	2,029,584	2,146,290	5.8%	8,733,984	9,097,225	4.2%	35,620,539	25.5%
Operating Transfers In	-	-	0.0%	-	-	0.0%	-	0.0%
EXPENDITURES								
General Government								
Legislative	4,724	5,654	19.7%	28,434	21,774	(23.4%)	69,575	31.3%
Administration	141,422	132,382	(6.4%)	437,770	416,287	(4.9%)	1,589,526	26.2%
Finance	50,738	40,547	(20.1%)	223,504	193,755	(13.3%)	585,039	33.1%
Technology	55,906	55,354	(1.0%)	231,114	261,038	12.9%	580,417	45.0%
Total Gen. Govt.	252,790	233,937	(7.5%)	920,821	892,855	(3.0%)	2,824,557	31.6%
Public Safety								
Police	595,561	687,519	15.4%	2,430,087	2,536,201	4.4%	9,569,189	26.5%
Fire	837,105	801,874	(4.2%)	3,580,108	3,441,962	(3.9%)	13,467,992	25.6%
Community Development	90,799	72,974	(19.6%)	308,120	268,085	(13.0%)	1,262,294	21.2%
Total Public Safety	1,523,465	1,562,367	2.6%	6,318,315	6,246,249	(1.1%)	24,299,475	25.7%
Streets - Public Works	291,051	311,530	7.0%	1,265,577	1,299,520	2.7%	4,240,368	30.6%
Culture - Park and Recreation	80,130	72,938	(9.0%)	379,301	482,151	27.1%	1,421,099	33.9%
Total General Fund Expend.	2,147,435	2,180,772	1.6%	8,884,015	8,920,774	0.4%	32,785,499	27.2%
Operating Transfers Out	231,645	231,645	0.0%	926,580	926,580	0.0%	2,829,740	32.7%
NET INCOME (LOSS) FOR GENERAL	(349,497)	(266,126)		(1,076,611)	(750,129)		5,300	

**VILLAGE OF LAKE ZURICH
OPERATING REPORT SUMMARY
April 30, 2024**

	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
SPECIAL REVENUE FUNDS								
MOTOR FUEL TAX FUND								
Revenues	84,190	84,881	0.8%	339,191	326,077	(3.9%)	1,068,211	30.5%
Expenditures	56,807	82,953	46.0%	187,761	155,893	(17.0%)	607,483	25.7%
Net Activity Gain (Loss)	27,384	1,927		151,430	170,184		460,728	
HOTEL TAX FUND								
Revenues	7,182	10,417	45.0%	34,617	34,517	(0.3%)	130,169	26.5%
Expenditures	8,099	7,800	(3.7%)	40,809	31,041	(23.9%)	110,578	28.1%
Net Activity Gain (Loss)	(917)	2,617		(6,193)	3,476		19,591	
SPECIAL EVENTS FUND								
Admin & Miscellaneous								
Revenues	22,670	22,842	0.8%	90,147	92,002	2.1%	270,440	34.0%
Expenditures	23,325	20,038	(14.1%)	97,008	91,623	(5.6%)	267,754	34.2%
Net Activity Gain (Loss)	(655)	2,804		(6,861)	379		2,686	
Rock the Block								
Revenues	1,321	12,000	808.1%	4,242	17,750	318.4%	67,000	26.5%
Expenditures	2,674	-	(100.0%)	22,132	17,998	(18.7%)	72,203	24.9%
Net Activity Gain (Loss)	(1,352)	12,000		(17,890)	(248)		(5,203)	
Farmers Market								
Revenues	1,523	1,515	(0.5%)	4,847	8,835	82.3%	8,750	101.0%
Expenditures	126	175	38.5%	882	495	(43.8%)	8,941	5.5%
Net Activity Gain (Loss)	1,396	1,340		3,965	8,340		(191)	
Fourth of July								
Revenues	5,474	5,000	(8.7%)	20,944	21,725	3.7%	74,000	29.4%
Expenditures	461	-	(100.0%)	59,957	42,581	(29.0%)	71,186	59.8%
Net Activity Gain (Loss)	5,013	5,000		(39,013)	(20,856)		2,814	
Winter Festival								
Revenues	1,603	1,254	(21.8%)	5,155	8,017	55.5%	20,550	39.0%
Expenditures	17	806	4,649.4%	5,035	3,799	(24.6%)	20,512	18.5%
Net Activity Gain (Loss)	1,586	449		120	4,218		38	
Special Events Fund Total	5,988	21,592		(59,679)	(8,168)		144	
TIF #1 TAX FUND								
Revenues	358	1,737	384.6%	1,613	6,997	333.8%	1,563,330	0.4%
Expenditures	-	-	0.0%	-	-	0.0%	1,433,899	0.0%
Net Activity Gain (Loss)	358	1,737		1,613	6,997		129,431	
TIF #2 - DOWNTOWN								
Revenues	4,698	43,703	830.3%	20,661	89,445	332.9%	455,500	19.6%
Expenditures	79,988	16,348	(79.6%)	142,445	59,818	(58.0%)	1,362,850	4.4%
Net Activity Gain (Loss)	(75,290)	27,355		(121,784)	29,627		(907,350)	
TIF #3 - RAND ROAD								
Revenues	-	45	0.0%	-	142	0.0%	98,980	0.1%
Expenditures	-	-	0.0%	-	-	0.0%	1,500	0.0%
Net Activity Gain (Loss)	-	45		-	142		97,480	
DISPATCH CENTER FUND								
Revenues	102,419	85,514	(16.5%)	524,759	546,915	4.2%	1,696,400	32.2%
Expenditures	130,943	124,955	(4.6%)	568,941	543,387	(4.5%)	1,689,437	32.2%
Net Activity Gain (Loss)	(28,524)	(39,441)		(44,182)	3,528		6,963	

VILLAGE OF LAKE ZURICH OPERATING REPORT SUMMARY April 30, 2024								
	Current Month			Year-to-Date			Amended Annual Budget	% of Annual Budget Achieved
	Budget	Actual	% Variance	Budget	Actual	% Variance		
DEBT SERVICE FUNDS								
VILLAGE DEBT SERVICE								
Revenues	1,604	4,192	161.3%	7,449	15,665	110.3%	1,356,000	1.2%
Expenditures	-	-	0.0%	-	-	0.0%	1,330,654	0.0%
Net Activity Gain (Loss)	1,604	4,192		7,449	15,665		25,346	
TIF #1 DEBT SERVICE								
Revenues	514	883	71.8%	1,474	5,637	282.6%	2,164,000	0.3%
Expenditures	-	-	0.0%	748,101	758,262	1.4%	2,069,688	36.6%
Net Activity Gain (Loss)	514	883		(746,627)	(752,625)		94,312	
CAPITAL PROJECT FUNDS								
CAPITAL IMPROVEMENTS								
Revenues	168,794	208,373	23.4%	659,092	802,428	21.7%	2,051,500	39.1%
Expenditures	458,452	432,072	(5.8%)	732,433	582,924	(20.4%)	7,843,000	7.4%
Net Activity Gain (Loss)	(289,658)	(223,699)		(73,341)	219,504		(5,791,500)	
NON-HOME RULE SALES TAX								
Revenues	202,518	225,023	11.1%	978,889	1,030,886	5.3%	2,952,286	34.9%
Expenditures	72,646	15,392	(78.8%)	179,679	42,452	(76.4%)	3,083,250	1.4%
Net Activity Gain (Loss)	129,872	209,631		799,211	988,434		(130,964)	
ENTERPRISE FUND								
WATER AND SEWER								
Revenues	805,838	766,056	(4.9%)	3,131,911	3,245,628	3.6%	10,100,274	32.1%
Expenses								
Administration	58,512	56,854	(2.8%)	236,946	250,607	5.8%	741,336	33.8%
Debt	-	-	0.0%	23,616	36,599	55.0%	89,461	40.9%
Depreciation	185,417	185,417	0.0%	741,667	741,667	0.0%	2,225,000	33.3%
Billing	29,267	23,952	(18.2%)	98,612	89,764	(9.0%)	269,131	33.4%
Water	233,742	244,569	4.6%	1,274,960	646,055	(49.3%)	10,900,909	5.9%
Sewer	103,268	74,162	(28.2%)	383,203	294,685	(23.1%)	1,513,093	19.5%
	610,206	584,953		2,759,004	2,059,377		15,738,930	
Net Activity Gain (Loss)	195,632	181,103		372,907	1,186,251		(5,638,656)	
INTERNAL SERVICE FUNDS								
MEDICAL INSURANCE								
Revenues	315,026	301,048	(4.4%)	1,258,066	1,221,598	(2.9%)	3,753,074	32.5%
Expenses	365,962	259,929	(29.0%)	1,397,054	1,051,134	(24.8%)	3,723,066	28.2%
Net Activity Gain (Loss)	(50,936)	41,119		(138,988)	170,464		30,008	
RISK MANAGEMENT								
Revenues	123,858	143,648	16.0%	483,340	544,149	12.6%	1,549,535	35.1%
Expenses	28,416	20,593	(27.5%)	973,522	1,223,290	25.7%	1,437,538	85.1%
Net Activity Gain (Loss)	95,443	123,055		(490,182)	(679,141)		111,997	
EQUIPMENT REPLACEMENT								
Revenues	52,116	65,673	26.0%	212,329	259,574	22.3%	721,600	36.0%
Expenses	69,627	47,185	(32.2%)	362,340	280,668	(22.5%)	1,539,546	18.2%
Net Activity Gain (Loss)	(17,511)	18,488		(150,011)	(21,093)		(817,946)	
TOTAL ALL VILLAGE FUNDS	(355,538)	104,478		(1,574,988)	583,116		(12,305,116)	

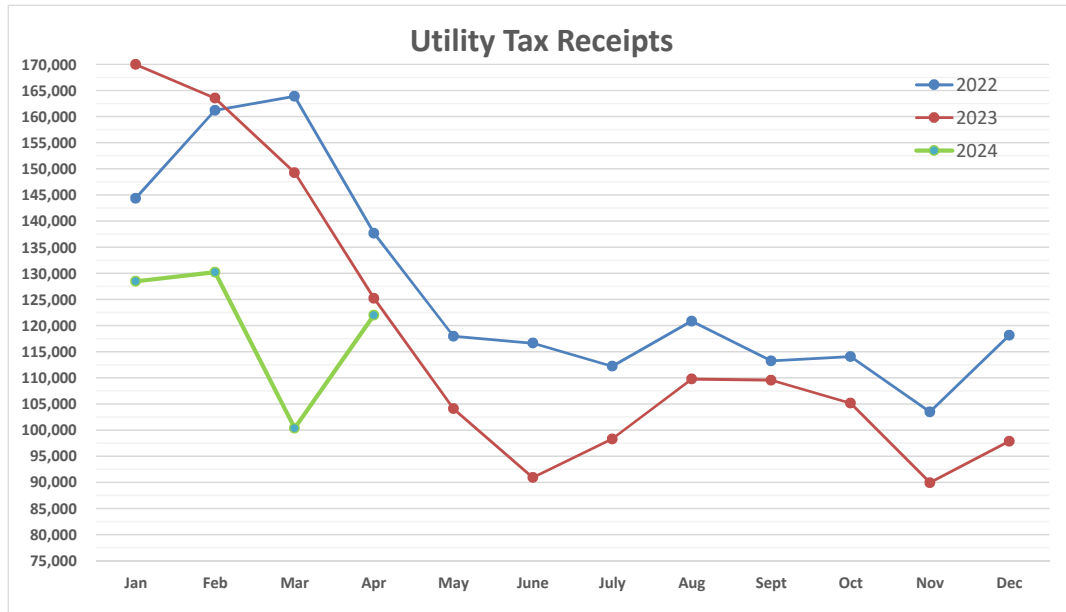
DEPARTMENT OF FINANCE
MONTHLY REPORT
APRIL 2024



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%	29,385	13.47%	20,817	8,568	41.16%
April	January	27,467	26,239	-4.47%	26,500	1.00%	19,791	6,709	33.90%
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%	113,014		238,907	27,930	
Y-T-D		117,232	105,377	-10.11%	113,014	7.25%	85,084	27,930	32.83%

DEPARTMENT OF FINANCE
MONTHLY REPORT
APRIL 2024

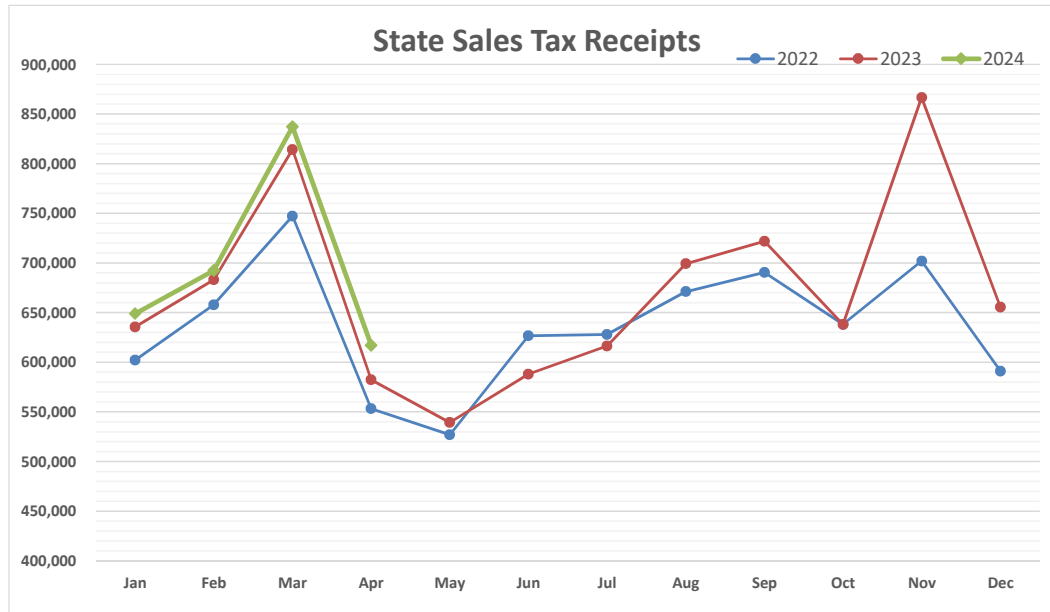


Collection History

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%	100,379	-32.8%	149,186	(48,807)	-32.7%
Apr	Mar	137,718	125,258	-9.0%	122,020	-2.6%	127,866	(5,846)	-4.6%
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%	481,125	-66.0%	1,416,531	(84,048)	-5.9%
Y-T-D		607,194	608,109	0.15%	481,125	-20.9%	565,173	(84,048)	-14.9%

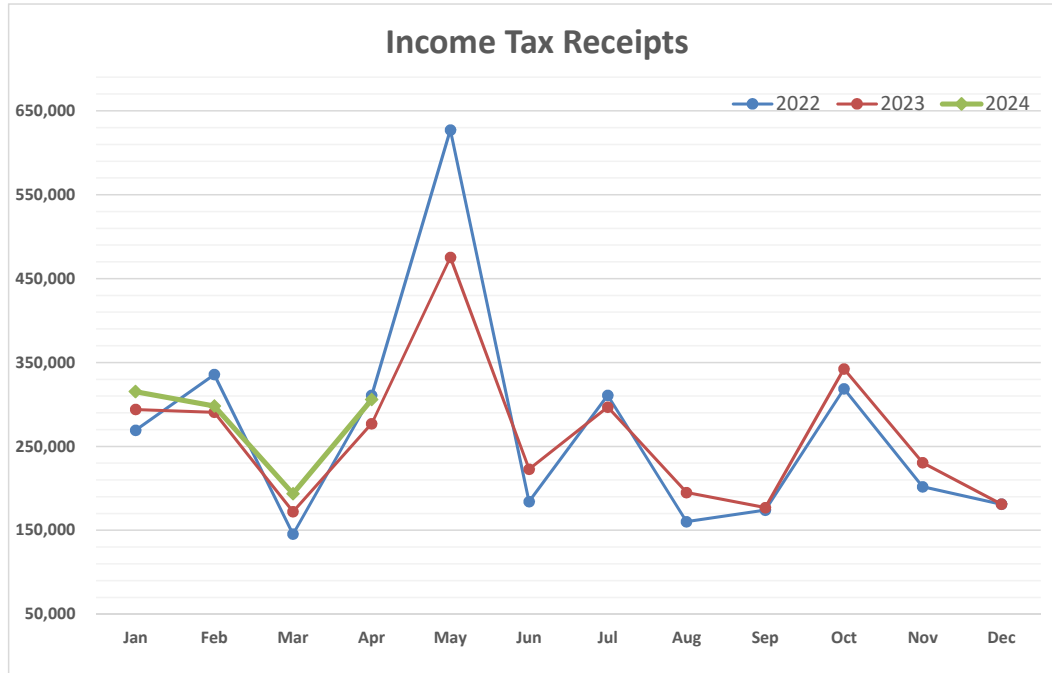
DEPARTMENT OF FINANCE
MONTHLY REPORT
APRIL 2024



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%	837,201	2.82%	806,679	30,522	3.78%
April	January	553,226	582,383	5.27%	617,165	5.97%	588,178	28,987	4.93%
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%	2,795,667		8,085,057	74,903	
Y-T-D		2,560,482	2,715,258	6.04%	2,795,667	2.96%	2,720,764	74,903	2.75%

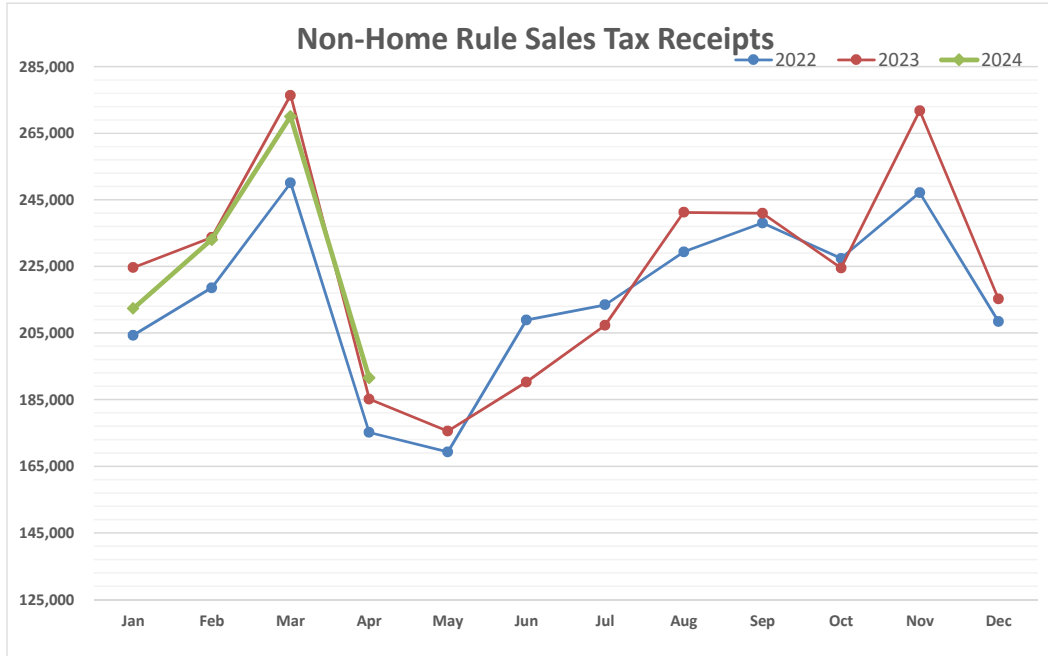
DEPARTMENT OF FINANCE
MONTHLY REPORT
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Revenue History

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%	193,817	12.55%	185,286	8,531	4.60%
April	310,848	277,166	-10.84%	306,001	10.40%	307,284	(1,283)	-0.42%
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%	1,113,159	-64.73%	3,318,041	35,968	1.08%
Y-T-D	1,061,266	1,034,219	-2.55%	1,113,159	7.63%	1,077,191	35,968	3.34%

DEPARTMENT OF FINANCE
MONTHLY REPORT
APRIL 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%	270,064	-2.29%	272,757	(2,693)	-0.99%
April	January	175,158	185,148	5.70%	191,529	3.45%	186,263	5,266	2.83%
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%	906,972		2,752,286	(3,583)	
Y-T-D		848,184	919,907	8.46%	906,972	-1.41%	910,555	(3,583)	-0.39%

Village of Lake Zurich
Investment Report
April, 2024

Description	Purchase Date	Maturity Date	Coupon Rate	CUSIP / Account	Par Value	Purchase Price	(Premium) / Discount	Market Value	Unrealized Gain (Loss)
MONEY MARKET & CASH									
IPRIME	NA	NA	5.201%		8,029.51	8,029.51	-	8,029.51	N/A
CERTIFICATE OF DEPOSIT									
Global Bank, NY	08/02/23	08/01/24	5.341%		249,764.53	237,100.00	12,664.53	237,100.00	-
Baxter Credit Union	08/02/23	08/01/24	5.327%		249,730.65	237,100.00	12,630.65	237,100.00	-
Sallie Mae Bank/Salt Lke	08/03/22	08/05/24	3.204%	795451BY8	245,000.00	245,690.62	(690.62)	243,680.67	(2,009.95)
Capital One NA	08/03/22	08/05/24	3.204%	14042TJA6	245,000.00	245,690.62	(690.62)	243,680.67	(2,009.95)
Capital One NA	08/03/22	08/05/24	3.204%	14042RTF8	245,000.00	245,690.62	(690.62)	243,680.67	(2,009.95)
Ally Bank	08/04/22	08/05/24	3.206%	02007GXE8	245,000.00	245,443.29	(443.29)	243,648.86	(1,794.43)
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%	6169OUY53	244,000.00	244,669.89	(669.89)	242,673.64	(1,996.25)
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	-
AGENCY									
US Treasury N/B	04/15/21	01/31/25	0.480%	912828Z52	964,000.00	996,422.03	(32,422.03)	936,256.75	(60,165.28)
US Treasury N/B	04/15/21	07/31/25	0.620%	91282CAB7	406,000.00	399,640.39	6,359.61	381,862.03	(17,778.36)
US Treasury N/B	05/19/21	07/31/25	0.570%	91282CAB7	350,000.00	345,351.56	4,648.44	329,191.41	(16,160.15)
US Treasury N/B	07/28/21	07/31/25	0.500%	91282CAB7	252,000.00	249,499.69	2,500.31	237,017.81	(12,481.88)
US Treasury N/B	01/28/22	01/31/26	1.460%	91282CBH3	1,000,000.00	957,890.63	42,109.37	921,328.12	(36,562.51)
US Treasury N/B	02/01/24	01/31/26	4.150%	91282CBH3	1,077,000.00	999,843.05	77,156.95	992,270.39	(7,572.66)
US Treasury N/B	03/04/24	01/15/27	4.300%	91282CJT9	370,000.00	367,022.66	2,977.34	361,385.94	(5,636.72)
US Treasury N/B	03/04/24	07/31/27	4.220%	91282CFB2	386,000.00	368,147.50	17,852.50	361,694.06	(6,453.44)
US Treasury N/B	03/04/24	01/31/28	4.200%	91282CGH8	378,000.00	368,535.23	9,464.77	360,901.40	(7,633.83)
US Treasury N/B	04/04/24	04/30/28	4.300%	91282CBZ3	560,000.00	496,825.00	63,175.00	488,206.25	(8,618.75)
US Treasury N/B	03/04/24	07/31/28	4.150%	91282CCR0	422,000.00	368,936.80	53,063.20	361,238.59	(7,698.21)
					9,894,623.28	9,449,929.09	444,694.19	9,253,346.77	(196,582.32)
TOTAL				PMA Invests	9,894,623.28	9,449,929.09	444,694.19	9,253,346.77	(196,582.32)
Per Statement					Total	9,894,623.28	9,449,929.09	9,253,346.77	-
						-	-	-	-
TOTAL BY CATEGORY									
INVESTMENT POOL (ISC)					8,029.51	8,029.51	-	8,029.51	-
Certificate of Deposit (DTC), (CD)					3,721,593.77	3,523,785.04	197,808.73	3,513,964.51	(9,820.53)
Agencies (SEC)					6,165,000.00	5,918,114.54	246,885.46	5,731,352.75	(186,761.79)
Fixed Income Other									-
					9,894,623.28	9,449,929.09	444,694.19	9,253,346.77	(196,582.32)
					-	-	-	-	-

Village of Lake Zurich
Police and Firefighters' Pension Funds
Statement of Net Position
April 30, 2024

POLICE PENSION FUND			FIREFIGHTERS' PENSION FUND		
	April-24	Year-to-Date		April-24	Year-to-Date
Revenues:			Revenues:		
Municipal Contributions	17	1,928	Municipal Contributions	20	2,261
Member Contributions	27,430	122,205	Member Contributions	39,418	177,910
Total Contributions	27,447	124,133	Total Contributions	39,438	180,171
Investment Income	(835,352)	460,821	Investment Income	(1,559,136)	1,010,354
Total Revenues	(807,905)	584,954	Total Revenues	(1,519,698)	1,190,525
Expenses:			Expenses:		
Pension and Benefits	230,247	912,001	Pension and Benefits	274,655	1,096,017
Insurance	-	5,137	Insurance	-	-
Professional Services	1,840	5,300	Professional Services	10,329	26,713
Investment Expenses	756	6,349	Investment Expenses	3,270	14,251
Other Expenses	-	-	Other Expenses	210	1,005
Total Expenses	232,843	928,787	Total Expenses	288,463	1,137,986
Operating Income (Loss)	(1,040,748)	(343,833)	Operating Income (Loss)	(1,808,161)	52,539
Beginning Net Position*	33,366,569	32,669,655	Beginning Net Position*	54,995,260	53,134,559
Ending Net Position	32,325,821	32,325,821	Ending Net Position	53,187,099	53,187,099
Assets			Assets		
Cash and Investments	32,324,754		Cash and Investments	53,183,973	
Other Assets	2,068		Other Assets	5,519	
Total Assets	32,326,821		Total Assets	53,189,492	
Liabilities	1,000		Liabilities	2,393	
Net Position 4/30	32,325,821		Net Position 4/30	53,187,099	



PARKS & RECREATION DEPARTMENT

MONTHLY INFORMATION REPORT

May 2024

HIGHLIGHTING DATA METRICS
TO IDENTIFY OPERATIONAL TRENDS
AND
FACILITATE INFORMED DECISION MAKING

70 E. MAIN STREET
LAKE ZURICH, IL 60047

Departmental Narrative

The Parks and Recreation Department has been busy end of May with the onboarding and training of staff in preparations for day camp to begin on Monday, June 3rd. As an American Camp Association (ACA) accredited camp, there are over 300 health, quality and safety standards that we need to follow. Staff participate in over 30 hours of training covering topics ranging from child behavior management to CPR/AED/First Aid training for over 30 hours prior to the arrival of our campers. At this time, the department has limited openings still available for our Kamp Kiddie offering (ages 3-5).

Staff were also working hard to prep Paulus Park beach and sprayground for pre-season opening on Saturday, May 25th from 11am-5pm (regular season hours of 12-7pm begin as of June 3rd). Breezewald Beach will open for pre-season hours as of Tuesday, May 28th for pre-season hours of 12-5pm. Two beach managers, Zoe Thill and Anna Kramaska, attended an American Red Cross Lifeguard Instructor course and obtained their necessary certifications to hold classes for the 17 new hires in need of their lifeguard certification. This training ran the week of May 28th resulting in all 14 new hires passing their lifeguard certification resulting in the department maintaining 34 lifeguards for the season. At this time, that does not give us the ability to offer the Wibit inflatable feature for the season, however, the department plans to reinstate swim lessons for the season.

Upon reviewing aquatics staff availability for the Summer, the department determined that Wibit Inflatables would be able to operate beginning the advertised week of June 17th thru July 31st from 12-5pm. Due to staffing levels, they will only be available Monday thru Friday (pending no unexpected staff absences). To properly guard and operate the Wibit amenity, it requires 5 additional lifeguards per day (to assist with swim testing, life jacket fitting, check in and out of participants, a guard with a zone on each side of the unit and a guard in a kayak roving the area to assist with any swimmer struggling on the units). The department is very excited to see the inflatables return to action and will be running Wibit specific training with the aquatics team in the upcoming week. For a list of the Wibit inflatable rules, please see page 22 of our Summer brochure: lakezurich.org/DocumentCenter/View/12536/Lake-Zurich-Spring-and-Summer-2024

Staff noticed two sizable swim areas of Paulus Park Beach are experiencing weed growth. Director Caputo reached out to Alaina Murawski, representative from the LPOA who heads up their lake management plan for advice on the species as well as contacts to address the issue. Alaina identified the growth as Eurasian Watermilfoil (EWM), an invasive species that are being treated throughout multiple areas of our lake. She was able to put the Village in touch with their contractor who is treating this thru their lake management plan, McCloud Aquatics. Representatives from McCloud plan to be at Paulus Park next week to evaluate and put together a proposal to treat the EWM. Staff will keep the Village Manager's Office and Board aware of the options and proposal for treatments.

The department is continuing to work with Public Works on a variety of other projects including the resurfacing of Sonoma Park tennis courts and Staples Park tennis courts (to include pickleball after reno; 2 courts to replace one of the tennis courts at Staples), park communication boards and allergy awareness signage and the flooring replacement at Buffalo Creek Building A.

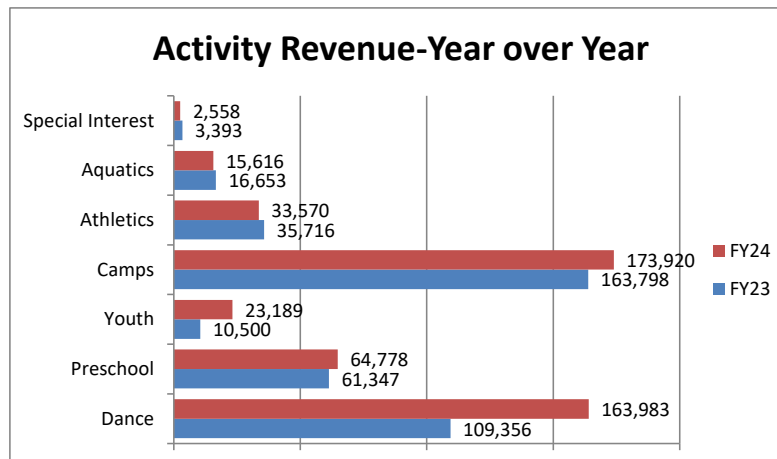
In addition to the projects, both departments will be working hard to transition spaces to prep for camp and beach operations as well.

The Village received the executed agreement with Hitchcock Design Group for the OSLAD grant and plans to have a kick off meeting with our rep in early June to review the scope of the projects and begin discussing design.

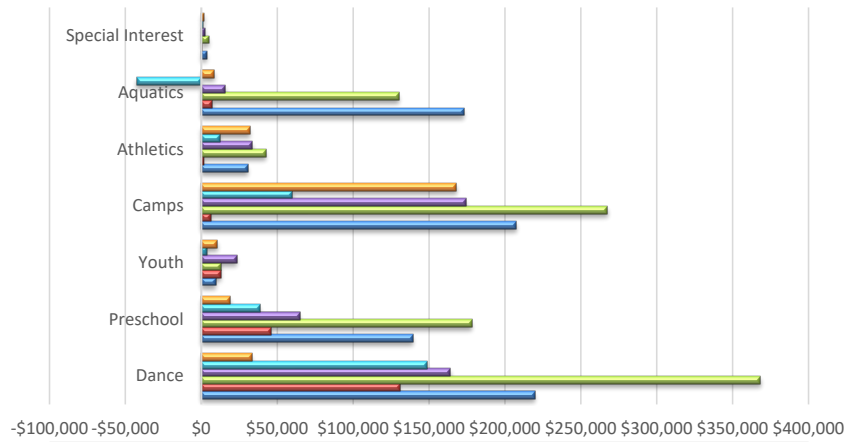
The Water Lantern Festival was held at Paulus Park on Saturday, May 18th from 5-9:30pm and brought out over 7,000 to enjoy the festivities (Placer AI data). The event featured live music and mediation, food trucks and artisans and a beautiful launch of memorial lanterns on Lake Zurich. As previously reported, the ticket and attendance response were much greater than initially anticipated, over tripling within the week of event day. If the organizers were to return to Paulus in 2025, the department would require them to further utilize and reimburse for further Village services, staff and equipment such as light towers, message boards, additional officers on Rt.12 and lot, Public Works for event day assistance and Fire for first aid.

The department is continuing to prepare for the summer line up of events with Wednesday Food Truck Socials to begin on June 5th, the Friday Farmers Markets to open on June 7th and the first Live at the Lake, Laces at the Lake featuring roller skating and an 80s band (Breakfast Club), event to be held at Paulus Park on June 20th. Details on all events can be found online.

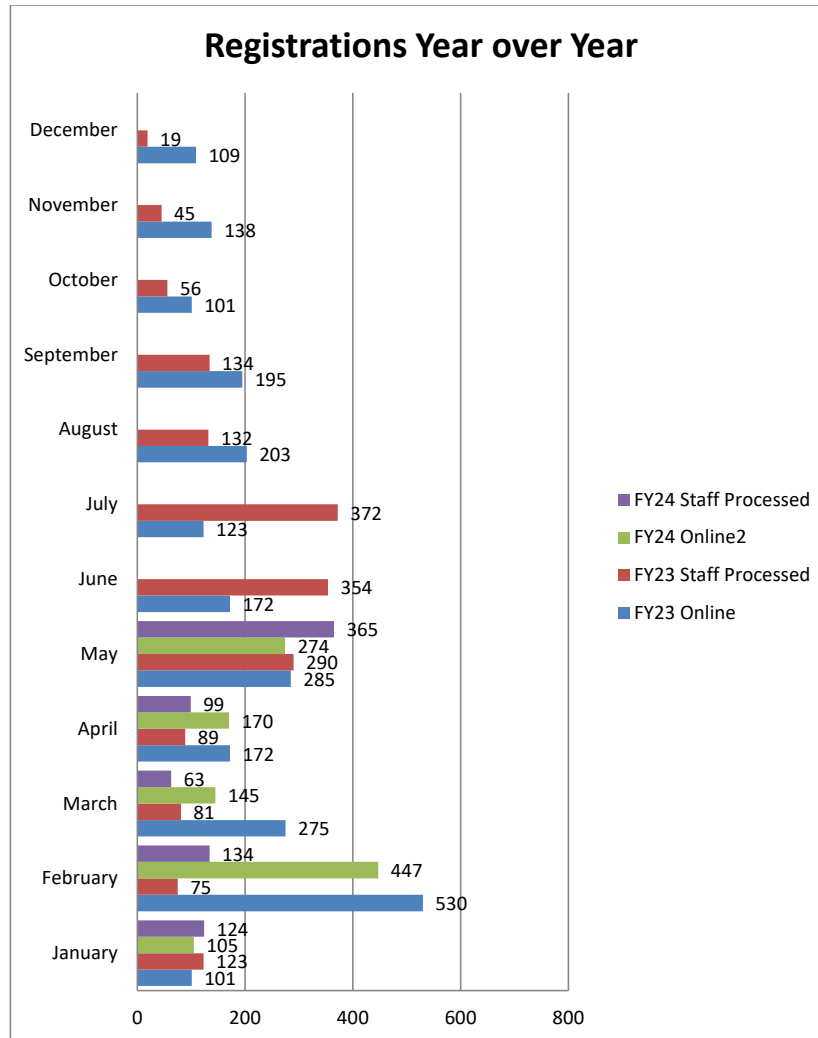
The department will continue their collaboration with Ancient Oaks Foundation quarterly community events. External special event partners for the remainder of the year include Jack O Lantern World, Phase 3 Bushel of Apples Fest, Alpine Races, Unplugged Fest, My Density Matters October fundraising walk 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.



Program Cost Recovery Fiscal Y-T-D



	Dance	Preschool	Youth	Camps	Athletics	Aquatics	Special Interest
Actual Net	\$33,226	\$19,081	\$10,371	\$167,733	\$32,033	\$8,392	\$1,845
Budgeted Net	\$148,573	\$38,502	\$3,500	\$59,796	\$11,900	-\$42,580	\$1,238
Actual Rev	\$163,983	\$64,778	\$23,189	\$173,920	\$33,570	\$15,616	\$2,558
Budgeted Rev	\$368,040	\$177,851	\$12,750	\$267,188	\$42,500	\$130,030	\$4,750
Actual Exp	\$130,757	\$45,697	\$12,818	\$6,187	\$1,537	\$7,224	\$713
Budgeted Exp	\$219,467	\$139,349	\$9,250	\$207,392	\$30,600	\$172,610	\$3,512



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.