



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

October 7, 2024
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

OCTOBER 7, 2024

07:00 PM

AGENDA

1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. ROLL CALL

Mayor Thomas Poynton, Trustee Mary Beth Euker, Trustee Jake Marx, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider.

4. PRESIDENT'S REPORT/COMMUNITY UPDATE

- Proclamation Recognizing 25-year Partnership with Nittenau, Germany
- Recognition of Bicycle Safety Winner Awarded by Lake Zurich Police Department

5. PUBLIC COMMENT

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

6. CONSENT AGENDA

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

A. Approval of Minutes from the Village Board Meeting of September 16, 2024

Attachment: [6a.pdf](#)

B. Approval of Semi-Monthly Warrant Register Dated October 7, 2024, Totaling \$1,286,221.13

Attachment: [6b.pdf](#)

C. Ordinance Amending Title 6, Chapter 8, Article B of the Village Code regarding Overnight Parking Regulations (Assign Ord. #2024-10-588)

Summary: The Village has an existing ordinance that allows for the issuance of annual overnight parking permits for village residents allowing for exemptions of the 2:00 a.m. -- 5:00 a.m. parking restriction. Residents with single-family homes having only one-car garages have not been able to receive overnight parking permits due to the presence of common homecare equipment being stored in the single garage space. Staff recommend updating the ordinance to allow residents to use one vehicle spot in any garage for personal outdoor equipment storage and recommends the overnight parking permit fee be raised to \$100 annually.

Attachment: [6c.pdf](#)

D. Rotary Club Fireman 5k Event at Paulus Park on November 10, 2024

Summary: The Rotary Club of Lake Zurich requests a special event permit to host a Fireman 5K at Paulus Park on November 10, 2024. The event will run from 7 am until 2 pm and attendance is estimated at 80-100 people. No road closures are planned for this event.

Attachment: [6d.pdf](#)

E. Release of Full Performance Bond for Jade Development for Canterbury Estates Development

Summary: Jade Development, developer of Canterbury Estates on East Route 22, requests full release of its performance bond dated August 19, 2022 that covered site work at the development. The Village has inspected the property and recommends full release of the bond issued by Great Midwest Insurance Company in the full amount of \$138,500.05.

Attachment: [6e.pdf](#)

F. Release of Full Performance Bond for True North Energy Shell Gas Station Development at 449 South Rand Road

Summary: True North Shell at 449 South Rand Road requests full release of its performance bond dated March 11, 2019 that covered site work at the development. The Village has inspected the property and recommends full release of the bond issued by Western Surety Company in the full amount of \$244,992.

Attachment: [6f.pdf](#)

G. Agreement with Kiki's Cotton Candy for Concession License Extension

Summary: Kiki's Cotton Candy has operated concessions at Paulus Park for the 2023 season and desires to make improvements for upcoming seasons and sign a three-year lease. Staff recommends extending the concession agreement with Kiki's Cotton Candy through 2028 with two optional one-year extensions.

Attachment: [6g.pdf](#)

H. Ordinance Approving an Increase in the Village of Lake Zurich Non-Home Rule Municipal Retailers' Occupation Tax and Non-Home Rule Municipal Service Occupation Tax (Assign Ord. #2024-09-586)

Summary: At the September 3, 2024 Village Board Meeting, Trustees adopted Ordinance #2024-09-586 increasing the non-home rule sales tax rate from 0.5% to 1%. With this increase, the Lake Zurich general merchandise rate will be 8%. This ordinance has been accepted by the Illinois Department of Revenue and meets the implementation deadline of January 1, 2025, pending the adoption of this revised ordinance that corrects minor errors in the previously adopted version.

Attachment: [6h.pdf](#)

7. NEW BUSINESS

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

A. Intergovernmental Agreement with the GIS Consortium and the accompanying Service Provider Contracts with Municipal GIS Partners (Trustee Spacone)

Summary: To support better infrastructure management and community planning, staff recommends an intergovernmental agreement to join the GIS Consortium. Established in 2000, the GIS Consortium consists of 44 Chicago-area communities sharing staffing and technology to optimize the value of professional geographic information systems (GIS). Through this agreement, Municipal GIS Partners (MGP) will provide the Village onsite GIS assistance two days a week. MGP's scope of work includes developing the GIS data layers needed for advanced mapping and data analysis. The setup also includes a community portal, which will make basic maps and customizable information (such as garbage pickup dates, property zoning, etc.) available to the public through the Village's website.

This initiative is primarily driven by the Village's current and upcoming investments in water and sewer infrastructure, as staff moves beyond paper atlases and basic mapmaking. The Consortium's experience with jointly-developed GIS will ultimately enable better asset management, service delivery and infrastructure investment decisions.

Joining the GIS Consortium requires an initial \$10,000 membership fee and approval of the scopes of work to be fulfilled by MGP, for the amounts of \$19,170.36 for the remainder of FY 2024 and \$120,198.12 for FY 2025. Service provider contracts for FY 2026 and beyond will be updated annually based on MGP's rates and the Village's GIS needs.

Recommended Action: A motion to approve an Intergovernmental Agreement with the GIS Consortium and the accompanying Service Provider Contracts with Municipal GIS Partners.

Attachment: [7a.pdf](#)

B. Waiver of Competitive Bid Process and Ratification of Agreement with Pirtano Construction for Emergency Replacement of Water Service Line and Sanitary Main Repair on East Main Street in the Amount Not-to-Exceed \$65,480.00 (Trustee Spacone)

Summary: While conducting the Village's annual utility inspection program, the Village's televising contractor identified a significant amount of water infiltration in a failed section of sanitary main underneath East Main Street. Through leak detection, staff was able to

identify the source of the infiltration to the water service of a nearby house between the main and the buffalo box which falls underneath the Village's area of responsibility.

Due to the complexity involving other underground utilities, and the Village's sanitary force main adjacent to the water service, staff contracted with Pirtano Construction to perform the emergency repairs. In an effort to minimize costs during these emergency repairs, Public Works will complete in-house the roadway restoration and concrete repairs associated with the repair.

Recommended Action: A motion to waive the competitive bid process and ratify an agreement with Pirtano Construction for Emergency Replacement of Water Service Line and Sanitary Main Repair on East Main Street in the Amount Not-to-Exceed \$65,480.

Attachment: [7b.pdf](#)

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

10. EXECUTIVE SESSION called for the purpose of

- 5 ILCS 120 / 2 (c) (21) review of executive session minutes
- 5 ILCS 140 / 7 (1) (p) collective bargaining

11. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, October 21, 2024.

The Village of Lake Zurich is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at 847.438.5141 (TDD 847.438.2349) promptly to allow the Village to make reasonable accommodations for those individuals.

VILLAGE OF LAKE ZURICH

Board of Trustees
70 East Main Street



Monday, September 16, 2024 7:00 p.m.

UNAPPROVED MINUTES

1. CALL TO ORDER by Mayor Tom Poynton at 7:00 pm.
2. ROLL CALL: Mayor Thomas Poynton, Trustee Mary Beth Euker, Trustee Jake Marx, Trustee William Riley, Trustee Roger Sugrue, Trustee Greg Weider.
Absent: Trustee Spaccone

Also in attendance: Village Manager Ray Keller, Assistant Village Manager Michael Duebner, Finance Director Amy Sparkowski, Public Works Director Mike Brown, Community Development Director Sarosh Saher, Police Chief Steve Husak, and Village Attorney Scott Uhler.

3. PLEDGE OF ALLEGIENCE
4. PRESIDENT'S REPORT / COMMUNITY UPDATE
 - Advice and Consent of the Village Trustees to Appoint Greg DuBose to the Fire Pension Board
Mayor Poynton made a motion to approve, second by Trustee Euker.
 - Advice and Consent of the Village Trustees to Appoint Vladimir Kovacevic to the Planning & Zoning Commission
Mayor Poynton made a motion to approve, seconded by Trustee Riley.
 - Recognition of Rail Safety week for September 23-29.
 - Recognition of the Lake Zurich Flames 50th Anniversary.
5. PUBLIC COMMENT
 - Al Silcroft, 964 Manchester Road, addressed the Board regarding concerns over the proposed development at Meadow Wood East on the agenda tonight. The stated their concerns of flooding, stormwater runoff, elevation & topography challenges, the size of the development, existing utilities being damaged during the construction process, multiple trucks and construction vehicles being parked in the street, and safety concerns form increase overall traffic.
 - Mike Hornacek, 975 Manchester Court, addressed the Board regarding the proposed development at Meadow Wood East on the agenda tonight. He expressed similar concerns of the site development, mainly stormwater runoff, potential flooding issues of the existing properties, safety concerns with increased traffic.
6. CONSENT AGENDA
 - A. Approval of Minutes from the Village Board Meeting of September 3, 2024

- B. Approval of Semi-Monthly Warrant Register Dated September 16, 2024, Totaling \$1,698,252.99
- C. Approval of Executive Session Minutes from the Village Board Meeting of June 17, 2024
- D. Ordinance Establishing a Recapture Fee for Certain Sanitary Sewer Improvements at 1256 Country Club Road (Assign Ord. #2024-09-587)
Summary: The owners of 1265 Country Club Road request approval of recapture costs associated with public sanitary sewer improvements in connection with the construction of their new house, which required the 38-foot extension of an 8-inch public sanitary sewer main to their property. The proposed ordinance will be effective for a period of 25 years and provide for an annual increase in the recapture amounts at the rate of 5%.
- E. Memorandum of Understanding between the Village of Lake Zurich and Lake Zurich Community Unit School District #95 for Shared Reunification Sites
Summary: Staff proposes Board approval of a memorandum of understanding (MOU) between the Village and School District 95 to provide for public spaces for sheltering during community emergencies. The proposed MOU formalizes a partnership for the Village to access Seth Paine, Isaac Fox, and May Whitney elementary schools, Middle School South, and Lake Zurich High School.

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

AYES: 5 Trustees Euker, Weider, Marx, Riley, Sugrue.

NAYS: 0

ABSENT: 1 Trustee Spacone

MOTION CARRIED.

7. NEW BUSINESS

A. Courtesy Review for Proposed Residential Planned Unit Development at Meadow Wood East

Summary: Mr. Mike Naumowicz and Mr. Kirk Rustman request a Courtesy Review with the Village Board to consider a Planned Unit Development of single-family homes on the property known as Meadow Wood East. The existing 8-acre portion of the Meadow Wood Subdivision was originally created in 2004 and includes 76 townhouses that are accessible from Rand Road. The remaining rear portion of this property on the east side was originally platted for 9 single-family homes.

The proposed new concept would only be accessible from Manchester Road to the south and consists of increasing the number of single-family lots on the rear east side of this property from 9 to 15 lots, as well as rezoning the property from R-4 to the R-5 single-family zoning district.

The developers and village staff seek to understand the Village Board's preferences towards the proposed development prior to moving forward with review by the Planning and Zoning Commission.

Dir. Saher introduced Mr. Mike Naumowicz, the developer for Meadow Wood East planned unit development. Mr. Naumowicz, addressed the Board regarding the proposed development with their intentions work with the

neighborhood – become part of the subdivision, preliminary engineering for concerns to runoff and would make on site detention that was required by Lake County. He addressed the concerns of the grade changes by saying the homes would have walk out basements. He said the homes will be stylized as craftsman/farmhouse, put up a privacy fence between the new development and the existing subdivision on Manchester, and was asking for a zoning change to R4 to be consistent with the surrounding area. He said there would be two cul-de-sacs and sidewalks added for safety and easy truck turn around and was open to suggestions from the Board on how to design the development.

Mayor Poynton addressed the Board that the subdivision proposal is for a courtesy review and not a voting item this evening. – courtesy review – not voting on

Trustee Marx raised a concern about the density creating impacts on traffic and congestion with the development, how the developer would prevent trucks in front yards of residents and where construction vehicles would be stationed.

Mr. Naumowicz addressed Trustee Marx that the impact of extra traffic would be minimal, that the construction would be done in phases to minimize construction vehicles at the site.

Trustee Riley raised a concern over how the developer would alleviate the elevation concerns, he suggested to create a natural berm to help with stormwater runoff if possible. He asked for a more substantial presentation of materials, prices, construction materials to showcase help present the end product

Mr. Naumowicz address Trustee Riley that the new grade would match the existing subdivision, all the engineering will be managed through stormwater management, and would provide more details to PZC board.

Trustee Euker raised concerns over the elevation differences and drainage, suggested the developer have a soil engineer that is well versed in drainage – speak to the stormwater issues.

Trustee Sugrue inquired about the overall timeframe on how long it will take to build the homes and how soon they would start building; he raised concerns about the drainage issues and would like to see more items showcased in a presentation.

Trustee Weider raised concerns on serval items for the development, such as whether the lots would be available to sale to custom home builders, stormwater management, the substantial grade differences between Manchester Road and the proposed development, and construction traffic staged in the existing neighborhood.

Mayor Poynton said he would like the developer to consider paving entire road after construction is finished and address issues with stormwater, flooding, and wetlands protection.

Actions: 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.

8. TRUSTEE REPORTS

- Trustee Riley commented thanked the sponsors and volunteers for the Rock the Block event.
- Trustee Marx thanked the Public Works staff on their clean up after the Rock the Block event, obtaining the rebate from ComEd for the Ford Lightening vehicle purchase, and also commended the Styrofoam recycling program on how well the program was doing.

9. VILLAGE STAFF REPORTS

▪ Village Manager & Finance Director Fiscal Year 2024 Budget Update

- Finance Director Amy Sparkowski addressed the Board about preliminary 2024 budget projections, that general revenues were 2% higher than expected from sales taxes and investment incomes, overall expenditures were kept low, infrastructure project costs being lower than expected. As of now, no budget amendments for 2024 are needed.
- Mayor Poynton commended the public works staff on clean up after Rock the Block and also all of Village staff working well managing public resources and advancing Lake Zurich's financial stability.

▪ Monthly Operating Data Metric Reports

10. ADJOURNMENT

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

AYES: 5 Trustees Euker, Marx, Riley, Sugrue, Weider.

NAYS: 0

ABSENT: 1 Trustee Spacone

MOTION CARRIED.

The meeting was adjourned at 8:03 pm

Respectfully submitted:
Erin Rauscher, Assistant to the Village Manager

Approved by:

Mayor Thomas M. Poynton

Date

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 10/07/2024
\$1,286,221.13

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ITEM	GL Number	GL Desc	Invoice Description	Amount
Fund 101 GENERAL				
	Dept 00000			
1	101-00000-15001	PREPAID EXPENDITURES	FY25 COMPETITION DEPOSIT	515.00
2	101-00000-15001	PREPAID EXPENDITURES	ANNUAL VECTOR CHECK-IT SOFTWARE	2,485.56
3	101-00000-15001	PREPAID EXPENDITURES	USDD PHOENIX SERVICE AGREEMENT - 8/1/24-7/31/25	2,002.30
4	101-00000-15001	PREPAID EXPENDITURES	ANNUAL TRAINING MAY'24/APR'25	2,666.67
5	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - BALLET	6.50
6	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - HIP HOP I	29.70
7	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - TAP III	357.06
8	101-00000-21203	RECREATION CREDIT PAYABLE	REF PRG CXL - COMIC BOOK	190.00
9	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - SEP	466.83
10	101-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BCE24-0007 - HONEY LAKE RD	1,600.00
11	101-00000-25201	BUILDING PERMIT DEPOSITS	189 S RAND RD - SIMULATION ZONE	211.50
12	101-00000-25201	BUILDING PERMIT DEPOSITS	474 RUSH CT - PATIO	188.00
13	101-00000-25201	BUILDING PERMIT DEPOSITS	670 S OLD RAND RD - OSK	517.00
14	101-00000-25201	BUILDING PERMIT DEPOSITS	WILDWOOD ESTATES	<u>6,075.00</u>
	Total For Dept 00000			17,311.12
Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-51652	TRAINING AND MEETINGS	MUNICIPAL CLERK MEETING - JOHNSON	20.00
2	101-11006-51654	MEMBERSHIPS & SUBSCRIPTIONS	MUNICIPAL CLERK MEETING - JOHNSON	<u>20.00</u>
	Total For Dept 11006 LEGISLATIVE MAYOR & BOARD			40.00
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	LC TOURISM ANNUAL MEETING	65.00
2	101-12001-51652	TRAINING AND MEETINGS	2ND QTR BOARD OF DIRECTORS LUNCHEONS	75.00
3	101-12001-51652	TRAINING AND MEETINGS	MUNICIPAL CLERK MEETING - RAUCHER	20.00
4	101-12001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - AUGUST 2024	5,433.75
5	101-12001-52202	LITIGATION	OVERPAYMENT LEGAL SERVICES - JUL 2024	(45.00)

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ITEM	GL Number	GL Desc	Invoice Description	Amount
6	101-12001-52202	LITIGATION	LEGAL SERVICES - AUGUST 2024	4,041.88
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		9,590.63
		Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		
1	101-12120-51657	STAFF DEVELOPMENT	LEGAL SERVICES - AUG	2,343.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		2,343.00
		Dept 13001 FINANCE ADMINISTRATION		
1	101-13001-51652	TRAINING AND MEETINGS	CHICAGO METRO CHAPTER LUNCHEON	60.00
2	101-13001-52704	MAINT-EQUIPMENT	METER LEASE - JUL 29 24 -OCT 28 24	173.04
3	101-13001-53208	OFFICE SUPPLIES	RECEIPT BOOK, CALCULATOR TAPE, ENVELOPES	30.49
		Total For Dept 13001 FINANCE ADMINISTRATION		263.53
		Dept 17001 TECHNOLOGY ADMINISTRATION		
1	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - OCT	2,095.60
2	101-17001-52111	OTHER PROFESSIONAL SVCS	MS CLOUD SERVICES - AUG	103.42
3	101-17001-52118	SOFTWARE MAINTENANCE	UNITRENDS - NO MEDIA	1,795.29
4	101-17001-53203	TELEPHONE & DATA SVCS	VH ELEVATOR 540-9255	706.63
5	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - AUG/SEP '24	5,673.64
6	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - SEP/OCT 2024	5,679.64
7	101-17001-53407	EQUIP MAINT PART&SUPPLIE	12V BATTERIES	64.50
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		16,118.72
		Dept 24001 POLICE ADMINISTRATION		
1	101-24001-51651	LICENSING/CERTIFICATIONS	NOTARY COURSE - BIONDO	29.00
2	101-24001-51652	TRAINING AND MEETINGS	IACP CONFERENCE - HUSAK	500.00
3	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING - SEPTEMBER	84.00
4	101-24001-51655	EMPLOYEE RECOGNITION	PROMOTION, NEW HIRE - CAKE	42.74
5	101-24001-53203	TELEPHONE & DATA SVCS	CABLE - PD	63.00

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ITEM	GL Number	GL Desc	Invoice Description	Amount
6	101-24001-53208	OFFICE SUPPLIES	USB, FILE FOLDERS	43.02
7	101-24001-53208	OFFICE SUPPLIES	EXTERNAL HARD DRIVE - SUBPOENA	33.91
8	101-24001-53208	OFFICE SUPPLIES	OFFICER MEMO PADS	74.67
9	101-24001-53208	OFFICE SUPPLIES	EXTERNAL HARD DRIVE	102.11
10	101-24001-53208	OFFICE SUPPLIES	EXTERNAL HARD DRIVE RETURN	(102.11)
11	101-24001-53209	UNIFORMS	SHIRTS - GRUNDER	393.69
12	101-24001-53209	UNIFORMS	JACKET - SMITH	42.41
13	101-24001-53209	UNIFORMS	SHIRTS	111.00
Total For Dept 24001 POLICE ADMINISTRATION				1,417.44
Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	STAFF AND COMMAND - KNIGHT	4,700.00
2	101-24210-52111	OTHER PROFESSIONAL SVCS	STARCOM - SEPTEMBER	2,760.00
3	101-24210-52204	OTHER LEGAL	LOCAL PROSECUTOR FEES - AUG	6,666.67
4	101-24210-53207	PRINTING-STATIONERY/FORM	VEHICLE TOW FORMS	45.00
5	101-24210-53209	UNIFORMS	NAMETAG - BEIDELMAN	17.06
6	101-24210-53209	UNIFORMS	SHIRTS - HEER	60.54
7	101-24210-53209	UNIFORMS	HI VIZ COAT - SIEBER	171.39
8	101-24210-53209	UNIFORMS	NAMEPLATE, VEST MODIFICATIONS	78.00
9	101-24210-53209	UNIFORMS	NEW OFFICER NAMETAGS	139.68
10	101-24210-53209	UNIFORMS	HOLSTERS (4)	581.50
11	101-24210-53211	OTHER SUPPLIES	RIFLE OPTIC BATTERIES	37.01
12	101-24210-53211	OTHER SUPPLIES	ROAD PAINT	208.78
13	101-24210-53211	OTHER SUPPLIES	DUTY AND TRAINING OC SPRAY	750.41
14	101-24210-54305	EMPLOYEE EXAMS	POLICE PHYSICALS	708.00
15	101-24210-54305	EMPLOYEE EXAMS	POLYGRAPHS - CORDERO	210.00
Total For Dept 24210 POLICE OPERATIONS				17,134.04

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ITEM	GL Number	GL Desc	Invoice Description	Amount
Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-52111	OTHER PROFESSIONAL SVCS	INVESTIGATIVE SEARCH ENGINE	80.00
2	101-24230-53209	UNIFORMS	CREDIT PANTS - WITT	(142.80)
3	101-24230-53209	UNIFORMS	PANTS - WITT	77.90
4	101-24230-53209	UNIFORMS	LABEL - WITT	7.99
Total For Dept 24230 POLICE CRIME PREVENTION				23.09
Dept 24240 POLICE INTERGOVERNMENTAL				
1	101-24240-53209	UNIFORMS	REIMB: CID CLOTHING	256.54
Total For Dept 24240 POLICE INTERGOVERNMENTAL				256.54
Dept 25001 FIRE ADMINISTRATION				
1	101-25001-51653	BOOKS & PUBLICATIONS	REFERENCE MATERIAL	598.14
2	101-25001-51655	EMPLOYEE RECOGNITION	HOHS RETIREMENT - WATER, CAKE	65.08
3	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - OCT	1,128.40
4	101-25001-52111	OTHER PROFESSIONAL SVCS	ANNUAL VECTOR CHECK-IT SOFTWARE	225.96
5	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - AUG/SEP '24	2,836.82
6	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - SEP/OCT 2024	2,839.82
7	101-25001-53204	CELL PHONES & PAGERS	ICLOUD 50BG STORAGE - SEP	0.99
8	101-25001-53207	PRINTING-STATIONERY/FORM	PROMOTION MATERIAL	27.92
9	101-25001-53208	OFFICE SUPPLIES	SHARPIES, PENS, PENCILS, PAPER	80.57
10	101-25001-53208	OFFICE SUPPLIES	CERTIFICATE COVERS	21.55
11	101-25001-53208	OFFICE SUPPLIES	PAPER	99.97
12	101-25001-53209	UNIFORMS	JACKET - WOLTMAN	39.99
13	101-25001-53209	UNIFORMS	POLO, CARDIGAN - WOLTMAN	43.91
14	101-25001-53209	UNIFORMS	JACKET - WOLTMAN	51.92
15	101-25001-53209	UNIFORMS	CORRAL SAFETY SHOES	224.00
16	101-25001-53209	UNIFORMS	NEW HIRE UNIFORM - BAUMAN	883.00
17	101-25001-53209	UNIFORMS	PANTS, SHIRTS - HALL	224.00

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ITEM	GL Number	GL Desc	Invoice Description	Amount
18	101-25001-53211	OTHER SUPPLIES	SOAP DISPENSER	18.80
19	101-25001-53211	OTHER SUPPLIES	TOWELS, SOAP, DETERGENT, TISSUE, CLEANER	244.16
20	101-25001-53211	OTHER SUPPLIES	TISSUE, CLEANER, REHAB SUPPLIES	29.95
21	101-25001-53211	OTHER SUPPLIES	TOWELS, DETERGENT, TISSUE, CLEANER	292.72
22	101-25001-53211	OTHER SUPPLIES	DETERGENT	18.49
23	101-25001-53211	OTHER SUPPLIES	SPONGES	21.15
24	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE, SPRAY	201.69
25	101-25001-53211	OTHER SUPPLIES	TISSUE, DETERGENT	90.73
26	101-25001-53211	OTHER SUPPLIES	DETERGENT - STA 1	220.00
27	101-25001-54305	EMPLOYEE EXAMS	POLYGRAPH EXAMS	735.00
28	101-25001-54305	EMPLOYEE EXAMS	POLYGRAPH EXAMS	210.00
29	101-25001-54305	EMPLOYEE EXAMS	EMPLOYEE SCREENING EXAMS	760.00
30	101-25001-54305	EMPLOYEE EXAMS	PSYCHOLOGICAL ASSESSMENT - BALL	700.00
Total For Dept 25001 FIRE ADMINISTRATION				12,934.73
Dept 25310 FIRE EMERGENCY MANAGEMENT				
1	101-25310-53211	OTHER SUPPLIES	3V LITHIUM CR2025 BATTERIES	14.75
Total For Dept 25310 FIRE EMERGENCY MANAGEMENT				14.75
Dept 25320 FIRE FIRE SUPPRESSION				
1	101-25320-51652	TRAINING AND MEETINGS	TRAINING BOOKS	143.44
2	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - LDDM	235.25
3	101-25320-51652	TRAINING AND MEETINGS	NAT'L INSTRUCTORS SOCIETY MEMB	115.00
4	101-25320-51652	TRAINING AND MEETINGS	REFUND - NAT'L FIRE ACADEMY - SANTOYO	(31.47)
5	101-25320-51652	TRAINING AND MEETINGS	NAT'L FIRE ACADEMY - SANTOYO	358.23
6	101-25320-51652	TRAINING AND MEETINGS	VEHICLE MACHINERY TECH - TANNER	1,300.00
7	101-25320-51652	TRAINING AND MEETINGS	EVAL CLASS REGISTRATION MULTI MEMB	975.00
8	101-25320-51652	TRAINING AND MEETINGS	EMP EVAL CLASS REGISTRATION - CAMPBELL	195.00
9	101-25320-51652	TRAINING AND MEETINGS	6TH BUGLE CONF - WOLTMAN	297.00

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ITEM	GL Number	GL Desc	Invoice Description	Amount
10	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - TOWER TECHNICIAN	71.25
11	101-25320-51652	TRAINING AND MEETINGS	FIRE INVESTIGATOR SCHOOL	3,900.00
12	101-25320-51652	TRAINING AND MEETINGS	TUITION - FAE	550.00
13	101-25320-51652	TRAINING AND MEETINGS	ANNUAL TRAINING MAY'24/APR'25	5,333.33
14	101-25320-51652	TRAINING AND MEETINGS	PER DIEM - 6TH BUGLE	120.00
15	101-25320-52111	OTHER PROFESSIONAL SVCS	FIRE STARCOM FEES - 2024	2,206.00
16	101-25320-52111	OTHER PROFESSIONAL SVCS	USDD PHOENIX SERVICE AGREEMENT - 8/1/24-7/31/24	1,430.21
17	101-25320-52704	MAINT-EQUIPMENT	KNOX KEY SECURE	1,148.00
18	101-25320-52707	MAINT-OTHER	MAINTENANCE	238.75
19	101-25320-53209	UNIFORMS	CAIRNS FIRE HELMETS	760.00
20	101-25320-53209	UNIFORMS	FIREFIGHTING GLOVES	2,285.33
21	101-25320-53209	UNIFORMS	FIRE SAFETY VESTS	935.28
22	101-25320-53209	UNIFORMS	PASSPORT TAGS	258.00
23	101-25320-53211	OTHER SUPPLIES	MAGNETIC WRENCH ORGANIZER	65.69
24	101-25320-53211	OTHER SUPPLIES	TOWELS, SOAP, DETERGENT, TISSUE, CLEANER	38.97
25	101-25320-53211	OTHER SUPPLIES	REHAB SUPPLIES	38.29
26	101-25320-53211	OTHER SUPPLIES	TISSUE, CLEANER, REHAB SUPPLIES	34.99
27	101-25320-53211	OTHER SUPPLIES	TOWELS, DETERGENT, TISSUE, CLEANER	12.99
Total For Dept 25320 FIRE FIRE SUPPRESSION				23,014.53
Dept 25330 FIRE EMS				
1	101-25330-51651	LICENSING/CERTIFICATIONS	SYSTEM ENTRY FEE - STEINHAGEN	75.00
2	101-25330-51654	MEMBERSHIPS & SUBSCRIP	AMERICAN HEART ASSOCIATION CPR CARDS	1,498.00
3	101-25330-52111	OTHER PROFESSIONAL SVCS	AMBULANCE FEES - AUG	3,303.09
4	101-25330-52118	SOFTWARE MAINTENANCE	DIGITAL SOPS	227.27
5	101-25330-52118	SOFTWARE MAINTENANCE	ANNUAL SOFTWARE FEES	1,913.72
6	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	71.52
7	101-25330-53211	OTHER SUPPLIES	EMS SUPPLIES	820.21
8	101-25330-53211	OTHER SUPPLIES	ASSORTED EXAM GLOVES	983.70

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9	101-25330-53211	OTHER SUPPLIES	STOP THE BLEED	1,220.00
		Total For Dept 25330 FIRE EMS		10,112.51
		Dept 25340 FIRE SPECIAL RESCUE		
1	101-25340-51652	TRAINING AND MEETINGS	PER DIEM - CONFINED SPACE TECH	235.25
2	101-25340-51652	TRAINING AND MEETINGS	PER DIEM - TOWER TECHNICIAN	71.25
3	101-25340-52704	MAINT-EQUIPMENT	GAS MONITOR CALIBRATION	482.40
4	101-25340-53211	OTHER SUPPLIES	WILDLAND TEAM SUPPLIES	422.21
5	101-25340-53407	EQUIP MAINT PART&SUPPLIE	SRT TRAILER EQPT - WRENCH ORG	39.78
6	101-25340-55254	MACHINERY & EQUIPMENT	BATTERIES, TOOL BAG	502.04
		Total For Dept 25340 FIRE SPECIAL RESCUE		1,752.93
		Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		
1	101-28001-51652	TRAINING AND MEETINGS	APA CONFERENCE REGISTRATION - SAHER	800.00
2	101-28001-51652	TRAINING AND MEETINGS	APA CONF. HOTEL RESERVATION - MCCAULEY	453.99
3	101-28001-51652	TRAINING AND MEETINGS	APA CONF. HOTEL RESERVATION - SAHER	367.52
4	101-28001-52111	OTHER PROFESSIONAL SVCS	POSTAGE	0.73
5	101-28001-52111	OTHER PROFESSIONAL SVCS	LZ COMP PLAN UPDATE	7,533.75
6	101-28001-52113	ENGR/ARCHITECTURAL	WILDWOOD ESTATES	891.00
7	101-28001-52604	SWEEPING & MOWING	VIOLATION MOW - AUG	371.25
8	101-28001-53207	PRINTING-STATIONERY/FORM	VENDING LICENSE STICKERS 2025	311.97
9	101-28001-53209	UNIFORMS	B& Z VILLAGE APPAREL	284.00
		Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		11,014.21
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	101-36001-51651	LICENSING/CERTIFICATIONS	ARBORIST DUES - WALKINGTON	285.00
2	101-36001-51651	LICENSING/CERTIFICATIONS	REIMB: CDL RENEWAL	50.00
3	101-36001-51652	TRAINING AND MEETINGS	EMPLOYEE TRAINING	525.00
4	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/06	34.71

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5	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/12	34.71
6	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/19	34.71
7	101-36001-52113	ENGR/ARCHITECTURAL	ADA ACCESS AUDITS	5,761.89
8	101-36001-52113	ENGR/ARCHITECTURAL	ADA ACCESS AUDITS	4,038.26
9	101-36001-52701	MAINT-BLDGS & GROUNDS	505 WEST DOOR CHAIN	366.47
10	101-36001-52701	MAINT-BLDGS & GROUNDS	SIMPLEX	1,250.00
11	101-36001-52701	MAINT-BLDGS & GROUNDS	BREEZE STOREROOM HANDSET	405.00
12	101-36001-52701	MAINT-BLDGS & GROUNDS	505 CELL TOWER HANDSET	455.00
13	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - SEP	75.00
14	101-36001-52701	MAINT-BLDGS & GROUNDS	FIRE STA #1 PEST CONTROL - SEP	75.45
15	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 09/06	91.79
16	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 09/12	55.75
17	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 09/19	55.75
18	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - SEP	5,716.85
19	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE STUMP GRINDING	1,950.00
20	101-36001-52701	MAINT-BLDGS & GROUNDS	PD PEST CONTROL - SEP	93.00
21	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PEST CONTROL - SEP	49.00
22	101-36001-53207	PRINTING-STATIONERY/FORM	BUSINESS CARD - CERNOCK	66.00
23	101-36001-53208	OFFICE SUPPLIES	DESK PADS, PENS, FOLDERS, CLIPS, CALENDARS	88.68
24	101-36001-53209	UNIFORMS	PPE HEAD GEAR	299.85
25	101-36001-53209	UNIFORMS	CHAINSAW CHAPS	935.91
26	101-36001-53211	OTHER SUPPLIES	BARRICADES	1,467.85
27	101-36001-53401	CUSTODIAL SUPPLIES	TISSUE, SCREENS	10.00
28	101-36001-53403	LANDSCAPING SUPPLIES	GRATES	27.46
29	101-36001-53403	LANDSCAPING SUPPLIES	STORM GRATE	23.75
30	101-36001-53403	LANDSCAPING SUPPLIES	CATCH BASIN	68.00
31	101-36001-53404	RIGHT OF WAY SUPPLIES	PAINT	119.76
32	101-36001-53404	RIGHT OF WAY SUPPLIES	6 INCH CAM	47.89
33	101-36001-53404	RIGHT OF WAY SUPPLIES	SIGNS 30MPH	186.60

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34	101-36001-53404	RIGHT OF WAY SUPPLIES	SIGNS ROAD CLOSED	528.75
35	101-36001-53404	RIGHT OF WAY SUPPLIES	SIGNS RTB	158.45
36	101-36001-53405	BLDG & GROUNDS SUPPLIES	CABLE TIES	12.99
37	101-36001-53405	BLDG & GROUNDS SUPPLIES	BC FLOOR PROTECTOR	16.97
38	101-36001-53405	BLDG & GROUNDS SUPPLIES	DOOR OPENERS	59.00
39	101-36001-53405	BLDG & GROUNDS SUPPLIES	SCREWS	18.48
40	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 NORTH WALL DRIVER	26.99
41	101-36001-53405	BLDG & GROUNDS SUPPLIES	FOUNTAIN FILTERS	349.99
42	101-36001-53405	BLDG & GROUNDS SUPPLIES	BATTERIES	56.28
43	101-36001-53405	BLDG & GROUNDS SUPPLIES	PARAWEDGE	10.80
44	101-36001-53405	BLDG & GROUNDS SUPPLIES	PAINT, BRUSHES	48.96
45	101-36001-53405	BLDG & GROUNDS SUPPLIES	CONCRETE	67.20
46	101-36001-53405	BLDG & GROUNDS SUPPLIES	PAINT	65.96
47	101-36001-53405	BLDG & GROUNDS SUPPLIES	DRINKING FOUNTAIN PARTS	204.70
48	101-36001-53405	BLDG & GROUNDS SUPPLIES	SWITCH	62.55
49	101-36001-53405	BLDG & GROUNDS SUPPLIES	CO/RAY/VAC FILTERS	315.23
50	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 PAINT	249.32
51	101-36001-54305	EMPLOYEE EXAMS	DOT TESTING	165.00
52	101-36001-53407	EQUIP MAINT PART&SUPPLIE	LIQUID DEICE PUMP	399.95
53	101-36001-53407	EQUIP MAINT PART&SUPPLIE	LIQUID TANK VALVE	30.69
54	101-36001-53407	EQUIP MAINT PART&SUPPLIE	ACTUATOR	207.82
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				27,801.17

Dept 36420 PUBLIC WORKS PARK MAINTENANCE

1	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - SEP	70.20
2	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - SEP	76.40
3	101-36420-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 09/06	116.38
4	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - SEP	7,444.31
5	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN ADA DOOR REPAIR	190.00

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6	101-36420-52701	MAINT-BLDGS & GROUNDS	HAZARD REMOVAL ORM	6,875.00
7	101-36420-53201	ELECTRICITY	972 MARCH ST	22.85
8	101-36420-53201	ELECTRICITY	200 S RAND RD	884.01
9	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	72.63
10	101-36420-53401	CUSTODIAL SUPPLIES	TISSUE, SCREENS	492.50
11	101-36420-53401	CUSTODIAL SUPPLIES	TISSUE	222.00
12	101-36420-53401	CUSTODIAL SUPPLIES	TISSUE, TOWELS, LINERS, BAGS	1,276.72
13	101-36420-53403	LANDSCAPING SUPPLIES	WASP SPRAY	41.82
14	101-36420-53405	BLDG & GROUND MAINT SUPP	TOILET REPAIR FLANGE	24.59
15	101-36420-53405	BLDG & GROUND MAINT SUPP	DOOR OPENERS	27.15
16	101-36420-53405	BLDG & GROUND MAINT SUPP	MOUNTING HARDWARE	29.48
17	101-36420-53405	BLDG & GROUND MAINT SUPP	MOUNTING TAPE, CLEANUP, TRIMMER LINE	72.79
18	101-36420-53405	BLDG & GROUND MAINT SUPP	PIPE FITTINGS	20.65
19	101-36420-53405	BLDG & GROUND MAINT SUPP	PROMENADE BULBS	82.25
20	101-36420-53405	BLDG & GROUND MAINT SUPP	SPRAYGROUND SUMP PUMP	352.65
21	101-36420-55254	MACHINERY & EQUIPMENT	PICNIC TABLES	1,023.04
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				19,417.42
Dept 36471 PUBLIC WORKS FLEET SERVICES				
1	101-36471-51652	TRAINING AND MEETINGS	PER DIEM IPSI	145.00
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/06	33.62
3	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/12	33.62
4	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/19	33.62
5	101-36471-52111	OTHER PROFESSIONAL SVCS	PLATE RENEWAL 123	154.40
6	101-36471-52701	MAINT-BLDGS & GROUNDS	LIFT SPOTTING DISH	122.00
7	101-36471-52701	MAINT-BLDGS & GROUNDS	EXHAUST DAMPER	308.00
8	101-36471-52703	MAINT-VEHICLES	ALIGNMENT 7490	142.14
9	101-36471-53210	SMALL TOOLS & EQUIP	IMPACT DRIVER	99.73
10	101-36471-53210	SMALL TOOLS & EQUIP	IMPACT GUN	499.00

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11	101-36471-53210	SMALL TOOLS & EQUIP	FLASH ARRESTOR	77.72
12	101-36471-53211	OTHER SUPPLIES	WELDING GAS	239.31
13	101-36471-53211	OTHER SUPPLIES	HYDRAULIC HOSE	403.59
14	101-36471-53211	OTHER SUPPLIES	FITTINGS	28.19
15	101-36471-53211	OTHER SUPPLIES	HAND SOAP	203.89
16	101-36471-53401	CUSTODIAL SUPPLIES	SCRUBBING PADS	165.60
17	101-36471-53406	AUTO PARTS & SUPPLIES	AIR HORN PARTS	112.31
18	101-36471-53406	AUTO PARTS & SUPPLIES	FUEL FILTERS	135.55
19	101-36471-53406	AUTO PARTS & SUPPLIES	USB CABLES	97.35
20	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE ROTORS	358.00
21	101-36471-53406	AUTO PARTS & SUPPLIES	BELT	48.96
22	101-36471-53406	AUTO PARTS & SUPPLIES	CONTROL ARMS 7490	430.14
23	101-36471-53406	AUTO PARTS & SUPPLIES	DOOR CABLE	97.95
24	101-36471-53406	AUTO PARTS & SUPPLIES	CONDENSOR	207.05
25	101-36471-53406	AUTO PARTS & SUPPLIES	FILTER	32.00
26	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	29.31
27	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	342.72
28	101-36471-53406	AUTO PARTS & SUPPLIES	WIPER	12.99
29	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	1,109.95
30	101-36471-53406	AUTO PARTS & SUPPLIES	AIR FILTER	34.69
31	101-36471-53406	AUTO PARTS & SUPPLIES	FILTER	489.05
32	101-36471-53406	AUTO PARTS & SUPPLIES	MARKER LAMPS	31.34
33	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
34	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	152.39
35	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	204.84
36	101-36471-53406	AUTO PARTS & SUPPLIES	HYDRAULIC FILTER	193.53
37	101-36471-53406	AUTO PARTS & SUPPLIES	TIE ROD	126.24
38	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES	1,398.16
39	101-36471-53406	AUTO PARTS & SUPPLIES	COUNTER BALANCE	172.96

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40	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - PARTS RETURN	(615.00)
41	101-36471-53406	AUTO PARTS & SUPPLIES	AIR FILTERS	179.00
42	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	1,075.60
43	101-36471-53406	AUTO PARTS & SUPPLIES	SPRINGS 333	1,603.17
44	101-36471-53406	AUTO PARTS & SUPPLIES	CHECK VALVE	236.37
45	101-36471-53406	AUTO PARTS & SUPPLIES	SWITCH	93.06
46	101-36471-53406	AUTO PARTS & SUPPLIES	STEERING RACK 7490	1,820.87
47	101-36471-53406	AUTO PARTS & SUPPLIES	COVER	124.26
48	101-36471-53406	AUTO PARTS & SUPPLIES	WATER PUMP	209.54
49	101-36471-53406	AUTO PARTS & SUPPLIES	NUT	9.94
50	101-36471-53406	AUTO PARTS & SUPPLIES	TENSIONER	121.08
51	101-36471-53406	AUTO PARTS & SUPPLIES	VALVE ASSB	45.31
52	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(400.00)
53	101-36471-53407	EQUIP MAINT PART&SUPPLIE	USB CABLES	105.64
54	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SAW FILTERS	40.08
55	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PURGE BULB	24.48
56	101-36471-53407	EQUIP MAINT PART&SUPPLIE	COUPLER	57.23
57	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPRINGS	203.52
58	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPRING	90.52
59	101-36471-53407	EQUIP MAINT PART&SUPPLIE	COUPLER	101.84
60	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CARB.	274.91
61	101-36471-53407	EQUIP MAINT PART&SUPPLIE	DRUM ASSB	1,490.78
62	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FITTING	5.69
63	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BRAKEAWAY	16.58
64	101-36471-53407	EQUIP MAINT PART&SUPPLIE	LAMP	91.11
65	101-36471-53407	EQUIP MAINT PART&SUPPLIE	DECALS	87.00
66	101-36471-53414	CHEMICALS	BRAKE CLEANER	165.24
67	101-36471-53415	FUELS	DIESEL & FUEL #1860760	7,841.60
68	101-36471-53415	FUELS	DIESEL & FUEL #1860761	8,668.68

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69	101-36471-53418	LUBRICANTS & FLUIDS	PD BOAT OIL	169.00
70	101-36471-53418	LUBRICANTS & FLUIDS	COOLANT	212.40
71	101-36471-53418	LUBRICANTS & FLUIDS	5W20 OIL	
		Total For Dept 36471 PUBLIC WORKS FLEET SERVICES		2,034.00
				34,672.41
Dept 67001 RECREATION ADMINISTRATION				
1	101-67001-51654	MEMBERSHIPS & SUBSCRIPTIONS	LICENSING	442.17
2	101-67001-53208	OFFICE SUPPLIES	MARKERS, BATTERIES, CHALK	59.54
3	101-67001-53208	OFFICE SUPPLIES	CORDLESS PRESSURE WASHER	18.96
		Total For Dept 67001 RECREATION ADMINISTRATION		520.67
Dept 67935 RECREATION DANCE				
1	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	75.00
2	101-67935-53211	OTHER SUPPLIES	MARLEY TAPE	94.50
3	101-67935-53211	OTHER SUPPLIES	RETURN - MARLEY TAPE	(94.50)
4	101-67935-53211	OTHER SUPPLIES	CORDLESS PRESSURE WASHER	140.88
5	101-67935-53211	OTHER SUPPLIES	MARLEY TAPE	3,291.63
6	101-67935-53212	PROGRAM SUPPLIES	KEYCHAINS, CRI-CUT VINYL	75.43
		Total For Dept 67935 RECREATION DANCE		3,582.94
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53211	OTHER SUPPLIES	BULLETIN BOARD	159.09
2	101-67940-53212	PROGRAM SUPPLIES	FIDGET TOYS	19.42
3	101-67940-53212	PROGRAM SUPPLIES	LAMINATION ROLLS	72.60
4	101-67940-53212	PROGRAM SUPPLIES	TAPE	29.88
5	101-67940-53212	PROGRAM SUPPLIES	WHITE BUTCHER PAPER	56.38
6	101-67940-53212	PROGRAM SUPPLIES	JUGGLING SCARVES	52.22
7	101-67940-53212	PROGRAM SUPPLIES	SAFARI ANIMALS, COLORING PADS, BEADS, STORAGE BINS	88.33

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8	101-67940-53212	PROGRAM SUPPLIES	MASON JARS, PICTURES, PUSH PINS, FLASH CARDS, ERASERS	85.24
		Total For Dept 67940 RECREATION PRESCHOOL		563.16
Dept 67945 RECREATION YOUTH PROGRAMS				
1	101-67945-52115	RECREATION PROGRAM SERVICE	IT'S MAGIC - 4 PARTICIPANTS	66.00
2	101-67945-52115	RECREATION PROGRAM SERVICE	COMIC BOOK PROG - 5 PART - 3WK	332.50
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		398.50
Dept 67960 RECREATION CAMPS				
1	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - ACTION TERRITORY	441.66
2	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - OCT	275.00
3	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - INDEPENDENCE GROVE	107.50
4	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - LAKESIDE LANES	750.00
5	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - HAWTHORN WOODS AQUATIC CENTER	170.00
6	101-67960-52115	RECREATION PROGRAM SERVICE	CAMP CEDAR FIELD TRIP - WHEELING WATER PARK	351.50
7	101-67960-53212	PROGRAM SUPPLIES	GOOGLE EYES	12.99
8	101-67960-53212	PROGRAM SUPPLIES	ICE PACKS	17.81
9	101-67960-53212	PROGRAM SUPPLIES	STORAGE BINS	94.80
10	101-67960-53212	PROGRAM SUPPLIES	CHIPS, POP, COOKIES, PLATES, WATER	145.75
11	101-67960-53212	PROGRAM SUPPLIES	COUNSELOR OF THE WEEK - LEMONADE	16.05
12	101-67960-53212	PROGRAM SUPPLIES	COUNSELOR OF THE WEEK - SNO CONE	4.28
		Total For Dept 67960 RECREATION CAMPS		2,387.34
Dept 67965 RECREATION ATHLETICS				
1	101-67965-53212	PROGRAM SUPPLIES	TAPE	109.97
2	101-67965-53212	PROGRAM SUPPLIES	PICKLEBALL HOLDERS	295.98
		Total For Dept 67965 RECREATION ATHLETICS		405.95

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ITEM	GL Number	GL Desc	Invoice Description	Amount
Dept 67970 RECREATION AQUATICS				
1	101-67970-53211	OTHER SUPPLIES	CORDLESS PRESSURE WASHER	54.99
2	101-67970-53211	OTHER SUPPLIES	MARKERS, BATTERIES, CHALK	(54.99)
3	101-67970-53211	OTHER SUPPLIES	PICKLEBALL HOLDERS	(60.25)
4	101-67970-53211	OTHER SUPPLIES	CORDLESS PRESSURE WASHER	60.25
5	101-67970-53211	OTHER SUPPLIES	CORDLESS PRESSURE WASHER	69.99
6	101-67970-53211	OTHER SUPPLIES	STORAGE BINS	94.80
7	101-67970-53211	OTHER SUPPLIES	SCHEDULING PLATFORM	24.95
8	101-67970-53211	OTHER SUPPLIES	STORAGE BINS	22.75
9	101-67970-53414	CHEMICALS	MURIATIC ACID	93.41
Total For Dept 67970 RECREATION AQUATICS				<hr/> 305.90
Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				
1	101-67975-52115	RECREATION PROGRAM SERVICE	GUITAR/UKULELE CLASSES FROM FEB-OCT 7, 2024	<hr/> 1,365.30
Total For Dept 67975 RECREATION SPECIAL INTERESTS/EVENTS				<hr/> 1,365.30
Total For Fund 101 GENERAL				<hr/>214,762.53
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	202-36001-52701	MAINT-BLDGS & GROUNDS	TRAFFIC SIGNAL MAINT IDOT - 2ND QTR 2024	9,905.49
2	202-36001-52701	MAINT-BLDGS & GROUNDS	LCDOT SIGNAL MAINT QUENTIN/ENSELL	244.19
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<hr/> 10,149.68
Total For Fund 202 MOTOR FUEL TAX				<hr/>10,149.68
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - SEP	<hr/> 2.68
Total For Dept 00000				<hr/> 2.68

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ITEM	GL Number	GL Desc	Invoice Description	Amount
Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-52115	RECREATION PROGRAM SERV	2024 RTB - SKYJACK	218.50
2	207-67601-53212	PROGRAM SUPPLIES	TABLE COVERS	139.68
3	207-67601-53212	PROGRAM SUPPLIES	BOTTLED WATER	62.77
4	207-67601-53212	PROGRAM SUPPLIES	DUCT TAPE, CABLE TIES	48.90
5	207-67601-53212	PROGRAM SUPPLIES	RTB '24 SUPPLIES - SNACKS, DRINKS	<u>129.28</u>
Total For Dept 67601 RECREATION ROCK THE BLOCK				599.13
Dept 67603 RECREATION FARMERS MARKET				
1	207-67603-53212	PROGRAM SUPPLIES	TABLE COVERS	43.99
2	207-67603-53212	PROGRAM SUPPLIES	FIDGET TOYS	39.96
3	207-67603-53212	PROGRAM SUPPLIES	ICE PACKS	<u>31.94</u>
Total For Dept 67603 RECREATION FARMERS MARKET				115.89
Total For Fund 207 SPECIAL EVENTS FUND				<u>717.70</u>
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
1	214-10490-52111	OTHER PROFESSIONAL SVCS	BLOCK B ALTA SURVEY	<u>1,200.00</u>
Total For Dept 10490 GENERAL GOVERNMENT TIF				1,200.00
Total For Fund 214 TIF #2 DOWNTOWN				<u>1,200.00</u>
Fund 227 DISPATCH CENTER				
Dept 00000				
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - SEP	<u>47.82</u>
Total For Dept 00000				47.82

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ITEM	GL Number	GL Desc	Invoice Description	Amount
		Dept 24220 POLICE DISPATCH		
1	227-24220-51652	TRAINING AND MEETINGS	DISPATCH TRAINING - STEFFY	1,439.00
2	227-24220-53209	UNIFORMS	PANTS - CUPELLO	71.41
		Total For Dept 24220 POLICE DISPATCH		<u>1,510.41</u>
		Total For Fund 227 DISPATCH CENTER		<u>1,558.23</u>
		Fund 401 VILLAGE CAPITAL PROJECTS		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	401-36001-55252	BLDG & BLDG IMPROVEMENTS	BC FLOOR PROTECTOR	52.55
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>52.55</u>
		Total For Fund 401 VILLAGE CAPITAL PROJECTS		<u>52.55</u>
		Fund 405 NHR CAPITAL PROJECTS		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #124198	1,853.00
2	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #124288	1,634.50
3	405-36001-53416	CONCRETE & ASPHALT	BLACKTOP	548.63
4	405-36001-53417	SAND & GRAVEL	RIP RAP 6-12	195.30
5	405-36001-55253	INFRASTRUCTURE IMPROVEMT	DECORATIVE CROSSWALKS AT JUNE TERR/MILLER RD	24,990.00
6	405-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 INFRASTRUCTURE	541,149.14
7	405-36001-55253	INFRASTRUCTURE IMPROVEMT	RADAR SPEED SIGNS	9,738.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		<u>580,108.57</u>
		Total For Fund 405 NHR CAPITAL PROJECTS		<u>580,108.57</u>
		Fund 501 WATER & SEWER		
		Dept 00000		
1	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 26 BEECH DR	4,030.00

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ITEM	GL Number	GL Desc	Invoice Description	Amount
2	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - SEP	51.71
		Total For Dept 00000		4,081.71
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	501-36001-51652	TRAINING AND MEETINGS	APWA SEP MEETING	20.00
2	501-36001-51652	TRAINING AND MEETINGS	EMPLOYEE TRAINING	525.00
3	501-36001-51654	MEMBERSHIPS & SUBSCRIPTIONS	AWWA MEMBERSHIP - BROWN	252.00
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/06	31.85
5	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/12	31.85
6	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 09/19	31.85
7	501-36001-52201	VILLAGE ATTORNEY	LEGAL SERVICES - AUG	603.75
8	501-36001-53203	TELEPHONE & DATA SVCS	ANALOG LINES - SEP	161.60
9	501-36001-53203	TELEPHONE & DATA SVCS	SCADA CELLPHONE/MODEM CONNECTION - SEP	30.80
10	501-36001-53208	OFFICE SUPPLIES	DESK PADS, PENS, FOLDERS, CLIPS, CALENDARS	53.72
11	501-36001-53209	UNIFORMS	PPE HEAD GEAR	299.85
12	501-36001-54305	EMPLOYEE EXAMS	DOT TESTING	45.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		2,087.27
		Dept 36550 PUBLIC WORKS WATER SERVICE		
1	501-36550-52111	OTHER PROFESSIONAL SVCS	ASPHALT REPAIRS FROM EXCAVATIONS	2,883.00
2	501-36550-52111	OTHER PROFESSIONAL SVCS	ASPHALT REPAIRS FROM EXCAVATIONS	2,883.00
3	501-36550-52113	ENGR/ARCHITECTURAL	LZ SUPPLY STUDY ASSESSMENT	1,310.71
4	501-36550-52113	ENGR/ARCHITECTURAL	LAKE MICHIGAN SUPPLY ROUTE STUDY	13,874.85
5	501-36550-52607	WATER SAMPLE ANALYSIS	WATER SAMPLE ANALYSIS	922.36
6	501-36550-52704	MAINT-EQUIPMENT	SCADA REPAIR/ COMM FAILS & WELL 10 PLC FAULT	1,187.05
7	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #12	54.62
8	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #7	143.02
9	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #8	151.16
10	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #9	46.93

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ITEM	GL Number	GL Desc	Invoice Description	Amount
11	501-36550-53211	OTHER SUPPLIES	ANALYZER TESTING SUPPLIES	578.40
12	501-36550-53211	OTHER SUPPLIES	EDDY HYDRANT PARTS	1,857.24
13	501-36550-53211	OTHER SUPPLIES	LEAD WATER FILTER PITCHERS	69.60
14	501-36550-53403	LANDSCAPING SUPPLIES	SEED STARTER, STRAW, STAPLES	702.56
15	501-36550-53403	LANDSCAPING SUPPLIES	TOPSOIL FOR LANDSCAPING REPAIRS	75.00
16	501-36550-53403	LANDSCAPING SUPPLIES	DRAIN TILE REPAIR SUPPLIES/755 S RAND	379.00
17	501-36550-53405	BLDG & GROUND MAINT SUPP	ABRASIVES (PIPE FITTING)	122.11
18	501-36550-53413	DISTRIBUTION SYS REPAIR	B-BOXES, LIDS, WATER MAIN & SEWER PIPE	5,862.80
19	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #12	3,030.44
20	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,929.06
21	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #8	2,971.53
22	501-36550-55253	INFRASTRUCTURE IMPROVEMT	2024 INFRASTRUCTURE	<u>17,458.70</u>
			Total For Dept 36550 PUBLIC WORKS WATER SERVICE	59,493.14
			Dept 36560 PUBLIC WORKS SEWER SERVICE	
1	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS	585.00
2	501-36560-52710	MAINT-INST & SCADA	REPAIR MIOSKE LIFT STATION FLOW METER	135.00
3	501-36560-53211	OTHER SUPPLIES	WASP SPRAY, CHIMNEY SEAL SPRAY	36.93
4	501-36560-53403	LANDSCAPING SUPPLIES	TOPSOIL FOR LANDSCAPE REPAIRS	75.00
5	501-36560-53405	BLDG & GROUND MAINT SUPP	ABRASIVES (PIPE FITTING)	133.66
6	501-36560-53412	SEWER SYST REPAIR	B-BOXES, LIDS, WATER MAIN & SEWER PIPE	1,949.64
7	501-36560-55254	MACHINERY & EQUIPMENT	PUSH CAMERA	<u>12,906.25</u>
			Total For Dept 36560 PUBLIC WORKS SEWER SERVICE	15,821.48
			Total For Fund 501 WATER & SEWER	<u>81,483.60</u>
			Fund 601 MEDICAL INSURANCE	
			Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	
1	601-10001-52340	MEDICAL ADMIN FEE	COBRA PLAN - SEP	108.80

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ITEM	GL Number	GL Desc	Invoice Description	Amount
Total For Fund 615 EQUIPMENT REPLACEMENT				2,253.23
Fund 710 PERFORMANCE ESCROW				
Dept 00000				
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0470 - 160 DENBERRY CT	105.00
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0325 - 325 STONE AVE	500.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0262 - 871 MARCH ST	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0268 - 960 MILL BROOK DR	500.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0446 - 525 BURR OAK	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0093 - 1444 CONRAD LN	500.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0540 - 1002 HOLLY CIR	105.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0441 - 820 FOXMOOR	105.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0350 - 1064 AVERY RIDGE	500.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0118 - 316 FAIRWAY RD	3,570.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0251 - 316 FAIRWAY RD	105.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0252 - 316 FAIRWAY RD	3,570.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0140 - 316 FAIRWAY RD	3,300.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0339 - 3 TARA CT	500.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0398 - 575 PEACHTREE	500.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0366 - 48 S OLD RAND RD	1,000.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0391 - 260 HIDDEN CREEK	500.00
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0313 - 350 HIDDEN CREEK	300.00
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0030 - 139 S RAND RD	510.00
20	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0379 - 577 S COUNTRY RID	500.00
21	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0359 - 481 CROMWELL CT	500.00
22	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0427 - 525 BURR OAK	500.00
23	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0491 - 808 HANDLEY CT	105.00
24	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0368 - 759 W IL RT 22	250.00

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ITEM	GL Number	GL Desc	Invoice Description	Amount
25	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0371 - 345 WATERFORD DR	500.00
26	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0341 - 1564 CORAL REEF	500.00
27	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0300 - 204 E RT 22	500.00
28	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0301 - 1034 ASPEN CT	500.00
29	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0224 - 525 PHEASANT RIDG	500.00
30	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0266 - 861 SAVOY CT	500.00
31	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0377 - 495 WATERFORD DR	500.00
32	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0386 - 928 WINNETKA TER	500.00
33	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0278 - 760 SURRYSE RD	500.00
Total For Dept 00000				23,525.00
Dept 17001 TECHNOLOGY ADMINISTRATION				
1	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
2	710-17001-53214	PEG CABLE EXPENSE	COMBINED INTERNET - AUG/SEP '24	945.62
3	710-17001-53214	PEG CABLE EXPENSE	COMBINED INTERNET - SEP/OCT '24	946.62
4	710-17001-53214	PEG CABLE EXPENSE	MEDIA CREW - SEP 2024	30.00
Total For Dept 17001 TECHNOLOGY ADMINISTRATION				1,925.23
Total For Fund 710 PERFORMANCE ESCROW				25,450.23
Fund 720 PAYROLL CLEARING				
Dept 00000				
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - AUG	77,203.83
2	720-00000-22253	IMRF W/H	PR DEDUCTIONS - AUG	417.34
3	720-00000-22301	DENTAL / VISION BENEFITS	VISION INSURANCE - SEP	2,186.65
4	720-00000-22301	DENTAL / VISION BENEFITS	DENTAL INSURANCE - SEP	12,656.00
5	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - AUG	8,763.51
6	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - SEP	2,104.83

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<i>ITEM</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
7	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	GROUP LIFE INSURANCE - SEP	172.00
		Total For Dept 00000		<u>103,504.16</u>
			Total For Fund 720 PAYROLL CLEARING	<u>103,504.16</u>
			Fund 731 SSA #8 HEATHERLEIGH SUBDV	
		Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		
1	731-10099-52604	SWEEPING & MOWING	SSA #9 TREE REMOVAL	3,420.00
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		<u>3,420.00</u>
			Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV	<u>3,420.00</u>

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<i>ITEM</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund Totals:				
			Fund 101 GENERAL	214,762.53
			Fund 202 MOTOR FUEL TAX	10,149.68
			Fund 207 SPECIAL EVENTS FUND	717.70
			Fund 214 TIF #2 DOWNTOWN	1,200.00
			Fund 227 DISPATCH CENTER	1,558.23
			Fund 401 VILLAGE CAPITAL PROJECTS	52.55
			Fund 405 NHR CAPITAL PROJECTS	580,108.57
			Fund 501 WATER & SEWER	81,483.60
			Fund 601 MEDICAL INSURANCE	259,111.73
			Fund 603 RISK MANAGEMENT	2,448.92
			Fund 615 EQUIPMENT REPLACEMENT	2,253.23
			Fund 710 PERFORMANCE ESCROW	25,450.23
			Fund 720 PAYROLL CLEARING	103,504.16
			Fund 731 SSA #8 HEATHERLEIGH SUBDV	3,420.00
				<u>\$ 1,286,221.13</u>



Always our Best

POLICE DEPARTMENT

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

MEMORANDUM

Date: September 4, 2024

To: Ray Keller – Village Manager *PK*

From: Steven D. Husak – Chief of Police

Subject: Overnight Parking Permits

6C
10/10/2024

Issue:

The village has an existing ordinance that allows for the issuance of overnight parking permits for village residents. These permits, issued annually, allow for exemption of the 2:00 a.m. – 5:00 a.m. parking restriction. Multiple residents have recently questioned the rigidity of the ordinance and inquired about modifications to the ordinance to address the concerns of residents, specifically those in older neighborhoods in the village. Other residents have raised similar concerns over the past several years.

Analysis:

Currently, Lake Zurich Village Ordinance 6-8B-2 allows for the issuance of a residential overnight street parking permit subject to several conditions. Examples of such conditions include limiting issuance to private passenger vehicles, issuance only to residents of single-family residences, and requiring permitted vehicles to be in good operating condition.

Subsection A-4 of the ordinance states:

"No overnight permit will be issued if, in the judgment of the Village Manager, an off-street parking place such as a garage space or driveway space is available for the subject vehicle. Use of a garage for storage or as a workroom or for any other purpose other than the parking of vehicles is not a valid basis for issuance of an overnight permit."

Several single-family residences throughout the village have only one-car garages. Often times, a single garage spot is needed to house lawncare equipment, bicycles, or other outdoor use equipment. The presence of this equipment in a garage instead of a vehicle prohibits the homeowner from being issued a permit.

Our staff has spoken with Lake Zurich Building Supervisor Mary Meyer about both the origin and the intent of the restriction. Supervisor Meyer summarized the restriction was in place to discourage residents from turning garage spots into places of business or additional living spaces. She felt that using any single garage spot for standard outdoor household equipment was an appropriate use of the space under village codes. Adding that allowance to the restriction is a reasonable accommodation and a benefit to residents wishing to comply with the ordinance.

Recommendation:

Staff recommends updating the overnight parking permit ordinance to allow a resident to use one vehicle spot in any garage for personal outdoor equipment storage. Other minor adjustments are reflected in the new draft ordinance to bring it into compliance with actual practice.

Currently, a fee of \$50 is assessed for an annual overnight parking permit. This fee has been in place since 2010. Fees from other local municipalities that offer overnight parking permits range from \$100 annually to \$100 per month. Staff recommends the overnight parking permit fee be raised to \$100 annually.

A draft ordinance is attached.

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-10--588

**AN ORDINANCE AMENDING TITLE 6, CHAPTER 8, ARTICLE B OF THE
VILLAGE OF LAKE ZURICH MUNICIPAL CODE TO AMEND OVERNIGHT
PARKING PERMIT REGULATIONS**

WHEREAS, Chapter 8 of Title 6 of the Village of Lake Zurich Municipal Code outlines general parking restrictions of the municipality and grants legal authority for the posting of signage, tow away zones, and overnight parking restrictions; and

WHEREAS, overnight parking restrictions are intended to enhance public safety and assist residents and law enforcement to more readily identify suspicious vehicles; and

WHEREAS, from time-to-time Lake Zurich's Municipal Code requires updates to address evolving perspectives and concerns of residents.

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: RECITALS. The foregoing recitals are hereby incorporated into this Ordinance as findings of the President and Board of Trustees.

SECTION 2: AMENDMENTS. The foregoing Code amendments outlined below should have ~~strikethrough~~ language deleted and **bold underlined** language added.

6-8B-2: OVERNIGHT PARKING PERMITS:

A. Permit Authorized: Subject to the conditions stated in this section, the Village Manager may issue a residential overnight street parking permit ("overnight permit") to a resident authorizing one or more vehicles to park on a Village street or parking lot or area between the hours of two o'clock (2:00) A.M. and five o'clock (5:00) A.M. All overnight permits are subject to all of the following conditions: (Ord. 2010-02-698, 2-1-2010; amd. Ord. 2012-10-861, 10-1-2012)

1. An overnight permit may be issued only for private passenger vehicles.
2. The applicant for an overnight permit must file a properly completed written application on a form provided by the Village. The application must

include proof of residency with the Village and all other information requested by the Village therein.

3. An overnight permit authorizes parking of one or more vehicles:
 - a. Only for a single-family residence ~~or Village parking lot or area~~;
 - b. Only between the side lot lines of the lot on which that residence is located or in a designated parking spot; and
 - c. Only on the same side of the street as that residence is located or in an area adjacent to the residence. (Ord. 2010-02-698, 2-1-2010)
4. No overnight permit will be issued if, in the judgment of the Village Manager, an off- street parking place such as a garage space or driveway space is available for the subject vehicle. **For the purpose of this ordinance, a spot for one vehicle's use in a garage may be used for storage of outdoor household equipment, such as lawn equipment, bicycles, sporting equipment, or similar use items. A single garage spot used for this purpose shall not be included in the determination of available off-street parking.** Use of a garage for **other** storage or as a workroom or for any purpose **other than the parking of vehicles** is not a valid basis for issuance of an overnight permit. (Ord. 2010-02-698, 2-1-2010; amd. Ord. 2012-10-861, 10-1-2012)
5. No vehicle will be issued an overnight permit unless the owner has obtained, and properly displays, all current required licenses and stickers, and unless the vehicle is registered to the address for which the permit is requested.
6. An overnight permit sticker must be affixed on the lower driver's side corner of the rear windshield of the authorized vehicle and must be in plain view at all times.
7. Every vehicle for which an overnight permit is issued must be in good operating condition. No disabled vehicle, whether permitted or not, may be parked on a Village street ~~or right-of-way, or parking lot or area at any time~~.
8. No vehicle may be parked in any manner that impedes or obstructs traffic or that obstructs access or views on adjacent property.
9. No overnight permit is valid during a time of snow removal when Village regulations prohibit parking on that street or parking lot or area.
10. No overnight permit is valid during times designated for street cleaning, **construction closures, or when given notice of any village-authorized closure.**
11. No overnight permit authorizes any parking, standing, or other operation of any kind of a vehicle in violation of any traffic or highway statute, code, or regulation.

B. Streets Not Included: No overnight permit may be issued for any of the following streets:

1. North Old Rand Road.
2. South Old Rand Road.
3. Main Street (Route 22).
4. Rand Road (U.S. Route 12).
5. Miller Road.
6. Ela Road.
7. Cuba Road.
8. Church Street/Midlothian Road.

9. Buesching Road

10. Lions Drive

11. June Terrace

12. All nonresidential streets (streets abutting primarily nonresidential uses).
(Ord. 2010-02-698, 2-1-2010)

C. Overnight Permit Term, Fee: Each overnight permit is issued for a term ending on December 31 of the year in which it is issued or any earlier date stated on the permit. The fee for each overnight permit is pursuant to title 13, chapter 1, "Fee Schedule", of this Code regardless of its term. That fee may not be reduced, discounted, or prorated at any time for any reason. (Ord. 2010-02-698, 2-1-2010; amd. Ord. 2018-12-279, 12-3-2018).

SECTION 3: 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 4: CONFLICTS. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE. This Ordinance shall be in full force and effect upon its passage and approval, as provided by law.

PASSED THIS _____ day of October, 2024.

Ayes:

Nays:

Absent:

Abstain:

APPROVED this _____ day of October, 2024.

Mayor
Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson



At the Heart of Community

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: October 7, 2024
To: Ray Keller, Village Manager *PK*
From: Bonnie Caputo, Recreation Director
Subject: FY24 External Special Event Application

AGENDA ITEM
6d

Issue:

The Park and Recreation Department would like consideration to partner with a variety of organizations to offer special events for our community in the upcoming year. This would continue to meet the Village's Strategic Goal to enhance our community image and positive interactions through special events. According to Special Events guidelines, private events requiring only Park/Facility use with attendance over 100 must be reviewed and approved by the Park and Recreation Advisory Board and then the Village Board of Trustees.

Analysis:

Below is an additional external special event application the Park and Recreation Department is requesting approval for in FY24:

Event	Date(s) and Time(s)	Location	Estimated Attendance
Rotary Club of Lake Zurich & SECA Fireman 5K	11/10/24 7am-2pm	Paulus Park Center Stage/sidewalk route around the lake	80

Due to the estimated attendance and commitment to use of the sidewalks and crosswalks around the lake, there will be no road closures, however, the organization plans to reach out to CERT to assist at certain areas around the course. If CERT is not available, the organization will reimburse the Village for any officer assistance.

Recommendation:

Staff recommends accepting the above external special event request for FY24 with all applicable park usage fees to be collected.

w/Attachments: Special Events Application & Event Map

SPECIAL EVENT APPLICATION & AGREEMENT

EVENT SUMMARY

Event Name Fireman 5K Rotary Club of Lake Zurich & SECA Present Fireman 5K Run

Event Type/Purpose Fundraiser Net proceeds to benefit CERT SLCR

Event Date(s) Sunday, November 10 2024 Event Start/End Time 7am - 2pm **

Event Location Paulus Park (My Density Matters route)

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

**Setup 7-8:30am, Runner Check-in 8:30-11:30am, Race Finish Time 1:15pm, Clean-up 1:15-2pm

APPLICANT INFORMATION

Organization Name Student Empowered Charitable Association
 Tammi Malinowski, 2024-25 Rotary Club
 President

Applicant's Name/Responsible Party Sushant Kesavan, SECA

Organization/Applicant/Address/City/State/Zip Rotary Club of Lake Zurich, c/o Ela Area Public Library
275 Mohawk Trail, Lake Zurich IL 60047

Applicant Phone Numbers Sushant Cell: (224) 539-5214 Tammi Cell: (847) 815-8527

Applicant E-Mail Address kesavansushant6@gmail.com tmalinowski@firstambank.com

Contact Name & Phone Number During Event Sushant Kesavan, (224) 539-5214

*Representative must be on site and available during event hours

EVENT SITE DETAILS

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

Provide a detailed description of your event 5K charity run, with all proceeds going to CERT. Route will be My Density Matters route around lake



Approximate number of people expected at event 80

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

Will there be food concessions at the event? No Contact the Lake County Health Dept. for requirements

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

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

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

Will the public bathrooms near the beach be open during our event? or in the P&R building?
Number and location of portable toilet facilities provided # 0 Location: N/A

Will there be assembly tents/canopies erected at the event? No
(If yes, contact the Community Services Dept. for permit & to schedule an inspection (anything > 10x10)

We are offering same-day runner registration and will be collecting the
Will you be selling items or raffling items? Yes \$20 fee from those not pre-registered. In addition, we will be raffling off
\$30-\$50 in Dunkin Donuts gift cards. Raffle tickets will be sold on event day.

Are you requesting the closure of any streets? If so, provide street names and include a map
Yes - No road closures; just use of sidewalks/crosswalks

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

We will have a mic. system that requires electricity. This can be accommodated

Are you requesting any other Village services? (i.e. water, electric, etc) No with setup at the Pavilion.

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

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

Note your event's website address, if you'd like that included <https://studentempowermentcharitableas.godaddysites.com>

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

Signature

Tammi Malinowski

Date

9/9/2024



WAIVER AND RELEASE OF ALL CLAIMS

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

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

Signature *Tammi Malinowski*

Date *9/9/2024*

FOR OFFICE USE ONLY

Date application received 9/9/24

Application approved or denied by _____

Date paid _____ Amount _____ Check/Cash/Credit _____

Certificate of Insurance received by Maurice Boyd / Bonnie Boyd

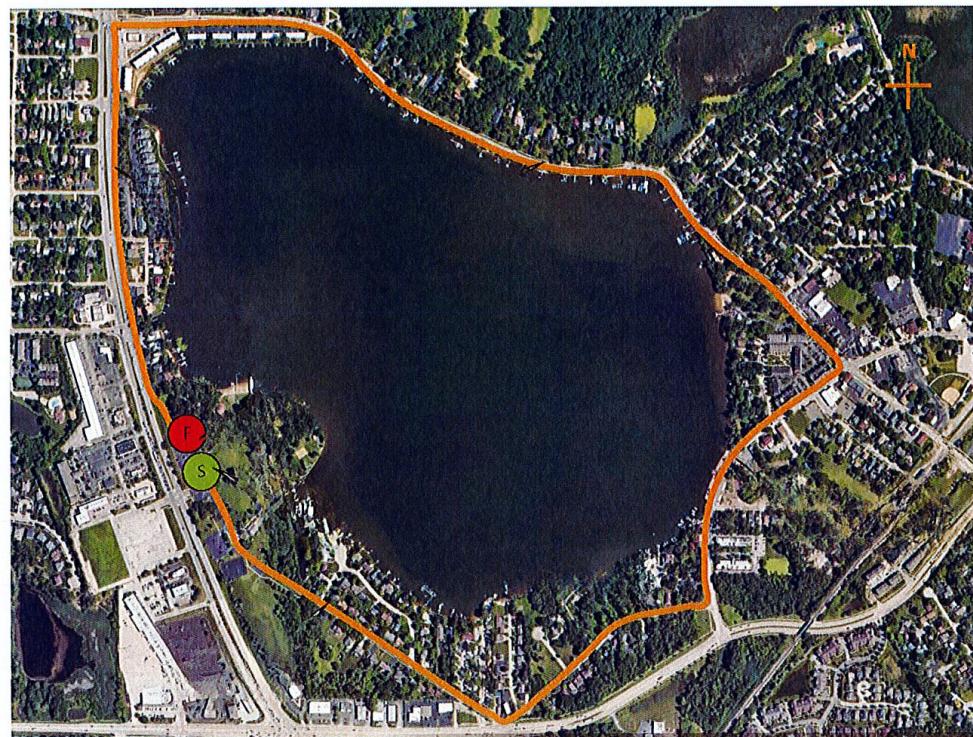
Raffle Permit received by _____

Liquor License received by N/A

Tent Permit received by N/A

JULIE contacted N/A







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: October 7, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

Re: Release of Maintenance Bond
Jade Development – Canterbury Estates

RECOMMENDED
6e

Issue. Village staff received a request to release the Maintenance Bond dated August 19, 2022 from Mr. Gregory Schwermer, of Jade Development, regarding Canterbury Estates Subdivision located on East Route 22.

Background. A guarantee of site improvements in the form of a Completion Bond in the amount of \$768,697.05 was provided as a performance and payment security for site work at the commencement of the development. Upon completion of the site work, the bond was reduced to a maintenance bond on June 6, 2022 to an amount of \$138,500.05 (10% of site work costs), but which included final roadway surface (lift), and the final landscaping within and around the detention basin zones and at the rear of the property in their full amounts. All work has been completed. The bond was maintained through the required 2-year maintenance period.

Analysis. The proposed release is based on completion of all items denoted in the Engineer's Opinion of Probable Cost submitted in 2019 (EOPC) and approved at the time of the development. Village Engineer Manhard Consulting and Staff have inspected the property, reviewed the request and concur that the maintenance bond can be released.

Recommendation. Staff recommends the release of the maintenance bond issued by Great Midwest Insurance Company (Bond No. GM 219729) dated August 19, 2022 in the full amount of \$138,500.05.

Attachments:

- Maintenance Bond No. GM 219729 dated August 19, 2022
- Bond Reduction Calculations and Engineers Opinion of Probable Cost (EOPC)

Canterbury Estates Surety Reduction Calculations						Comments	
Work description	Approved cost per EOPC	Item surety to reduce		Continue to remain at full surety			
		Item Cost	Surety to 10%	Item Cost	Surety at 110%		
1 Sanitary Sewer	\$ 79,461.00	\$ 79,461.00	\$ 7,946.10	\$ -	\$ -	OK to reduce to 10%	
2 Water Main	\$ 207,595.00	\$ 207,595.00	\$ 20,759.50	\$ -	\$ -	OK to reduce to 10%	
3 Storm Sewer for detention pond and outlet	\$ 17,821.00	\$ 17,821.00	\$ 1,782.10	\$ -	\$ -	OK to reduce to 10%	
4 Grading Erosion control, detention basin zone	\$ 40,000.00	\$ 40,000.00	\$ 4,000.00	\$ -	\$ -	Ryan must provide surety. Ryan acknowledged responsibility.	
5 Paving public roadway zones	\$ 244,225.00	\$ 207,430.00	\$ 20,743.00	\$ 36,795.00	\$ 40,474.50	Except Roadway surface (lift), OK to reduce remaining.	
6 Streetlighting	\$ 19,950.00	\$ 19,950.00	\$ 1,995.00	\$ -	\$ -	OK to reduce to 10%	
7 Landscape within Detention Basin Zone and at rear	\$ 31,823.50	\$ -	\$ -	\$ 31,823.50	\$ 35,005.85	Not final installed. Jade/Ryan to complete.	
<i>Private Improvements</i>						OK to reduce to 10%. Ryan to complete with each building	
8 Grading and Erosion Control, streets/pads	\$ 57,940.00	\$ 57,940.00	\$ 5,794.00	\$ -	\$ -		
total costs	\$ 698,815.50	\$ 630,197.00	\$ 63,019.70	\$ 68,618.50	\$ 75,480.35		
Total current surety amount (110% of applicable items)	\$ 768,697.05						
Reduced Surety at 10%			\$ 63,019.70				
Surety to remain at 110%						\$ 75,480.35	
Summary							
Total Reduced surety - 10% (full+partial reduction)	\$ 63,019.70						
Total full surety to remain at 110%	\$ 75,480.35						
Total surety required	\$ 138,500.05						
<i>Surety to be provided by Jade (Schwermer)</i>							
<i>May be provided in the form of a construction bond.</i>							

CANTERBURY ESTATES - LAKE ZURICH, IL
Pearson, Brown & Associates, Inc.

1935
Date: August 26, 2019
Plan Date: August 26, 2019

ENGINEERS OPINION OF PROBABLE COST - PUBLIC IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>SANITARY SEWER</u>				
8" SDR26 D3034 PVC	867	LF	\$32.00	\$27,744.00
48" Diameter Manhole	7	EA	\$3,185.00	\$22,295.00
Connect to Existing Sanitary	1	EA	\$5,575.00	\$5,575.00
Trench Backfill (CA-6)	371	LF	\$57.00	\$21,147.00
Restoration	1	LS	\$900.00	\$900.00
Sidewalk Removal / Replace	100	SF	\$18.00	<u>\$1,800.00</u>
SANITARY SEWER TOTAL				\$79,461.00

WATER MAIN

8" DIP CL52 W/Polywrap	1,310	LF	\$53.00	\$69,430.00
6" DIP CL52 W/Polywrap	30	LF	\$40.00	\$1,200.00
Auger and Push 20" Steel Casing	196	LF	\$400.00	\$78,400.00
12"x8" P/C in 72" Dia. Vault	2	EA	\$12,855.00	\$25,710.00
8" Valve in 60" Dia Vault	2	EA	\$4,730.00	\$9,460.00
60" Bury Fire Hydrant Assembly	3	EA	\$4,705.00	\$14,115.00
Lower Water Main	2	EA	\$2,720.00	\$5,440.00
Trench Backfill (CA6)	160	LF	\$24.00	<u>\$3,840.00</u>
WATER MAIN TOTAL				\$207,595.00

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
<u>STORM SEWER ASSOCIATED WITH DETENTION POND AND OUTLET</u>				
12" RCP CL IV C-361	183	LF	\$27.00	\$4,941.00
12" RCP FES w/Grate w/ RR3	4	EA	\$1,560.00	\$6,240.00
60" Dia. Outlet Control Structure	1	EA	\$6,640.00	\$6,640.00
STORM SEWER TOTAL				\$17,821.00
<u>GRADING AND EROSION CONTROL- DETENTION BASIN ZONE</u>				
Strip site, cut basin areas to subgrade, fill areas as needed, respread pond areas (topsoil)	1	LS	\$35,000.00	\$35,000.00
Remove concrete wall, pad and sidewalk	1	LS	\$5,000.00	<u>\$5,000.00</u>
GRADING AND EROSION CONTROL TOTAL				\$40,000.00
<u>PAVING- PUBLIC ROADWAY ZONES</u>				
1.5" HMA SURFACE COURSE, MIX D, N50	2,230	SY	\$16.50	\$36,795.00
2.25" HMA BINDER COURSE, IL 19.0, N50	2,230	SY	\$14.65	\$32,669.50
4.75" HMA BASE COURSE, IL 19.0, N50	2,230	SY	\$27.55	\$61,436.50
3" CRUSHED AGGREGATE BASE COURSE CA-6	2,230	SY	\$7.50	\$16,725.00
Saw-cut and remove existing Curb and Gutter	130	LF	\$8.50	\$1,105.00
Saw-cut and remove existing Sidewalk	640	SF	\$2.00	\$1,280.00
Saw-cut and remove existing Pavement	90	SY	\$7.00	\$630.00
Comb. C&G B6.12 (8"Flag) w/2#4 Bars, incl. stone	810	LF	\$33.00	\$26,730.00
Comb. C&G B6.24 IDOT Std. C&G	66	LF	\$55.00	\$3,630.00
Comb. C&G M3.12 (8" Flag) w/2#4 Bars, incl. stone	1,105	LF	\$32.00	\$35,360.00
PCC Sidewalk 5" (private service walks excluded)	3,096	SF	\$9.00	<u>\$27,864.00</u>
PAVING TOTAL				\$244,225.00

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
<u>STREET LIGHTING</u>				
STREET LIGHTING COMPLETE	3	EA	\$6,650.00	<u>\$19,950.00</u>
STREET LIGHTING TOTAL				\$19,950.00
<u>LANDSCAPE IMPROVEMENTS (BASIN ZONE)</u>				
Prairie Upper Basin Zone Seeding	17,920	SF	\$0.20	\$3,584.00
Wet Meadow Seeding	690	SF	\$0.35	\$241.50
Emergent Zone Seeding	460	SF	\$0.40	\$184.00
NAG SC 150 Erosion Control Blanket	19,070	SF	\$0.20	\$3,814.00
Allen Block Classic Retaining Wall Block	600	FSF	\$40.00	<u>\$24,000.00</u>
LANDSCAPING IMPROVEMENTS TOTAL- BASIN ZONE				\$31,823.50
<u>RECAPITULATION</u>				
SANITARY SEWER				\$79,461.00
WATER MAIN				\$207,595.00
STORM SEWER - BASIN ZONE				\$17,821.00
GRADING AND EROSION CONTROL- BASIN ZONE				\$40,000.00
PAVING				\$244,225.00
STREET LIGHTING				\$19,950.00
LANDSCAPING IMPROVEMENTS - BASIN ZONE				<u>\$31,823.50</u>

TOTAL OPINION OF PROBABLE COST

\$640,875.50**NOTE:**

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: DECORATIVE LANDSCAPING, TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, HAUL OFF OF EXCESS MATERIAL, ANY WET OR DRY UTILITY RELOCATION, SERVICE WALKS, OR ANY DRIVEWAYS TO PROPOSED LOTS.

ANY ITEM NOT SPECIFICALLY REFERENCED ABOVE SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE OF THE PROPOSED IMPROVEMENTS.

CANTERBURY ESTATES - LAKE ZURICH, IL
Pearson, Brown & Associates, Inc.

1935
Date: August 26, 2019
Plan Date: August 26, 2019

ENGINEERS OPINION OF PROBABLE COST - PRIVATE IMPROVEMENTS

ITEM	QUANTITY	UNIT	UNIT PRICE	EXTENSION
<u>SANITARY SEWER</u>				
6" PVC D3034 Near Service	16	EA	\$625.00	\$10,000.00
6" PVC D3034 Far Service w/TBF	22	EA	\$1,715.00	\$37,730.00
SANITARY SEWER TOTAL				\$47,730.00
<u>WATER MAIN</u>				
1-1/2" Copper Near Service	22	EA	\$1,020.00	\$22,440.00
1-1/2" copper Far Service W/TBF	16	EA	\$2,295.00	\$36,720.00
WATER MAIN TOTAL				\$59,160.00

<u>ITEM</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>PRICE</u>	<u>EXTENSION</u>
STORM SEWER				
21" RCP CL III C443	125	LF	\$39.00	\$4,875.00
18" RCP CL III C443	94	LF	\$36.00	\$3,384.00
15" RCP CL IV C443	215	LF	\$32.00	\$6,880.00
12" RCP CL IV C-361	1,177	LF	\$27.00	\$31,779.00
21" F.E.S. w/ Grate w/RR3	2	EA	\$2,050.00	\$4,100.00
18" RCP FES w/Grate w/RR3	1	EA	\$1,955.00	\$1,955.00
15" RCP FES w/Grate w/RR3	1	EA	\$1,865.00	\$1,865.00
48" Diameter Manhole	4	EA	\$2,200.00	\$8,800.00
48" Diameter Catch Basin	6	EA	\$2,015.00	\$12,090.00
24" Diameter Catch Basin	3	EA	\$1,380.00	\$4,140.00
24" Diameter Inlet	4	EA	\$1,225.00	\$4,900.00
Trench Backfill (CA6)	110	LF	\$16.00	<u>\$1,760.00</u>
STORM SEWER TOTAL				<u>\$86,525.00</u>

GRADING AND EROSION CONTROL

Strip site, cut road and pad areas to subgrade, fill areas as needed, respread lot areas (topsoil)	1	LS	\$40,000.00	\$40,000.00
Construction Entrance	1	EA	\$4,000.00	\$4,000.00
Silt Fence	2,100	LF	\$3.00	\$6,300.00
Dewatering Device	1	EA	\$2,000.00	\$2,000.00
Inlet Filter Baskets	17	EA	\$180.00	\$3,060.00
Remove utility pole	3	EA	\$860.00	\$2,580.00

GRADING AND EROSION CONTROL TOTAL **\$57,940.00**

ITEM	QUANTITY	UNIT	PRICE	EXTENSION
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LANDSCAPE IMPROVEMENTS (SITE WORK ONLY)

IDOT Class 2 Seeding	3,000	SF	\$0.25	\$750.00
Timber Retaining Wall	53	LF	\$25.00	\$1,325.00
LANDSCAPING IMPROVEMENTS TOTAL				\$2,075.00

RECAPITULATION

SANITARY SEWER	\$47,730.00
WATER MAIN	\$59,160.00
STORM SEWER	\$86,528.00
GRADING AND EROSION CONTROL	\$57,940.00
LANDSCAPING IMPROVEMENTS	<u>\$2,075.00</u>

TOTAL OPINION OF PROBABLE COST	<u>\$253,433.00</u>
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NOTE:

THIS ENGINEER'S OPINION OF PROBABLE COST HAS BEEN PREPARED BASED UPON THE ENGINEER'S EXPERIENCE AS A DESIGN PROFESSIONAL AND IS FURNISHED FOR INFORMATION ONLY. IT DOES NOT CONSTITUTE A GUARANTEE OF ACTUAL CONSTRUCTION COST AND DOES NOT INCLUDE THE FOLLOWING: DECORATIVE LANDSCAPING, TAP ON FEES, PERMITS, DEWATERING OTHER THAN SPECIFICALLY LISTED ABOVE, TIGHT SHEETING, HAUL OFF OF EXCESS MATERIAL, ANY WET OR DRY UTILITY RELOCATION, SERVICE WALKS, OR ANY DRIVEWAYS TO PROPOSED LOTS.

ANY ITEM NOT SPECIFICALLY REFERENCED ABOVE SHALL BE CONSIDERED INCIDENTAL TO THE CONSTRUCTION OF THE PROJECT AND SHOULD BE INCLUDED IN THE UNIT PRICE OF THE PROPOSED IMPROVEMENTS.

Bond No. GM 219729

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we Jade Development Inc. hereinafter called Principal, as Principal, and Great Midwest Insurance Company, a corporation in the State of TX, hereinafter called Surety, as Surety are held and firmly bound unto Village of Lake Zurich, 70 East Main Street, Lake Zurich, IL 60047 hereinafter called Obligee in the sum of One Hundred Thirty-Eight Thousand Five Hundred and 05/100 (\$138,500.05) DOLLARS, lawful money of the United States of America, to be paid to the said Obligee, or its successors or assigns, to the payment of which sum well and truly to be made, we do bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this 19th day of August, 2022.

WHEREAS, the Principal entered into a contract with the said Obligee, dated September 16, 2019 for water main and sanitary improvements, storm sewer and detention improvements, grading and erosion control, roadway paving, internal streetlighting, and detention basin and rear landscaping and,

WHEREAS, the Obligee requires that these presents be executed on or before the final completion and acceptance of said contract and

WHEREAS, said contract was completed and accepted on the 6th day of June, 2022.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall remedy, without cost to the Obligee, any defects which may develop during a period of 2 years from the date of completion and acceptance of the work performed under this contract, caused by defective or inferior materials or workmanship, then this obligation shall be void; otherwise it shall be and remain in full force and effect. The undersigned [Principal] further agrees that this Maintenance Bond shall remain in full force and effect and pertain to any and all amendments or modifications which may be made from time to time to the plans, specifications and agreements for the project, without notice from the village of such amendments or modifications. Such Maintenance Bond shall only be released by Obligee upon acceptance by Obligee of certain agreed upon improvements as outlined in contract between Principal and Obligee, and that any defects developed during the term of this Maintenance Bond have been remedied or corrected to the satisfaction of Obligee.

Principal: Jade Development, Inc.

ATTEST:

Jessie L. Verde
Tariese M. Pisciotto

Tariese M. Pisciotto - Witness

By _____

Mc

Surety: Great Midwest Insurance Company

By:

Kelly A. Gardner

Kelly A. Gardner, Attorney-in-Fact

POWER OF ATTORNEY

Great Midwest Insurance Company

KNOW ALL MEN BY THESE PRESENTS, that **GREAT MIDWEST INSURANCE COMPANY**, a Texas Corporation, with its principal office in Houston, TX, does hereby constitute and appoint: **Kelly A. Gardner, Stephen T. Kazmer, Jennifer J. McComb, James I. Moore, Tariese M. Pisciotto, Melissa Schmidt, Martin Moss**

its true and lawful Attorney(s)-In-Fact to make, execute, seal and deliver for, and on its behalf as surety, any and all bonds, undertakings or other writings obligatory in nature of a bond.

This authority is made under and by the authority of a resolution which was passed by the Board of Directors of **GREAT MIDWEST INSURANCE COMPANY**, on the 1st day of October, 2018 as follows:

Resolved, that the President, or any officer, be and hereby is, authorized to appoint and empower any representative of the Company or other person or persons as Attorney-In-Fact to execute on behalf of the Company any bonds, undertakings, policies, contracts of indemnity or other writings obligatory in nature of a bond not to exceed Ten Million dollars (\$10,000,000.00), which the Company might execute through its duly elected officers, and affix the seal of the Company thereto. Any said execution of such documents by an Attorney-In-Fact shall be as binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company. Any Attorney-In-Fact, so appointed, may be removed in the Company's sole discretion and the authority so granted may be revoked as specified in the Power of Attorney.

Resolved, that the signature of the President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary, and the seal of the Company may be affixed by facsimile to any certificate of any such power and any such power or certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certificate so executed and sealed shall, with respect to any bond of undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS THEREOF, **GREAT MIDWEST INSURANCE COMPANY**, has caused this instrument to be signed by its President, and its Corporate Seal to be affixed this 11th day of February, 2021.



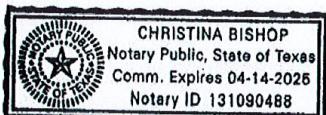
GREAT MIDWEST INSURANCE COMPANY

BY _____

Mark W. Haushill
President

ACKNOWLEDGEMENT

On this 11th day of February, 2021, before me, personally came Mark W. Haushill to me known, who being duly sworn, did depose and say that he is the President of **GREAT MIDWEST INSURANCE COMPANY**, the corporation described in and which executed the above instrument; that he executed said instrument on behalf of the corporation by authority of his office under the By-laws of said corporation.



BY _____

Christina Bishop
Notary Public

CERTIFICATE

I, the undersigned, Secretary of **GREAT MIDWEST INSURANCE COMPANY**, A Texas Insurance Company, DO HEREBY CERTIFY that the original Power of Attorney of which the foregoing is a true and correct copy, is in full force and effect and has not been revoked and the resolutions as set forth are now in force.

Signed and Sealed at Houston, TX this 19th Day of August, 2022.



BY _____

Leslie K. Shaunty
Secretary

"WARNING: Any person who knowingly and with intent to defraud any insurance company or other person, files and application for insurance or claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

State of Illinois
} ss.
County of DuPage

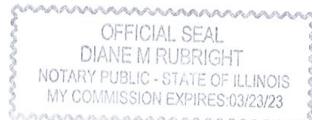
On August 19, 2022, before me, Diane M. Rubright, a Notary Public in and for said County and State, residing therein, duly commissioned and sworn, personally appeared, Kelly A. Gardner, known to me to be Attorney-in-Fact of Great Midwest Insurance Company, the corporation described in and that executed the within and foregoing instrument, and known to me to be the person who executed the said instrument in behalf of the said corporation, and he duly acknowledged to me that such corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year stated in this certificate above.

My Commission Expires March 23, 2023

Diane M. Rubright
Diane M. Rubright, Notary Public

Commission No. 817036



George Weems: George.Weems@icemiller.com

Tim Winters: tim@fsrealestatellc.com



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: October 7, 2024

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

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

**Re: Release of Surety Performance Bond – Site Improvements Guarantee
True North Energy LLC (Shell Gas Station) – 449 South Rand Road**

GENERAL MANAGER
DANIEL KEATING
10/7/2024

Issue: Village staff received a request to release the Surety Performance Bond dated March 11, 2019 from Mr. Daniel Keating, General Manager of Finance at True North Energy, LLC, the owner and developer of the project regarding the True North Shell Gas Station that was constructed at 449 South Rand Road (northwest corner of Rt. 12 and Rt. 22).

Background: A guarantee of site improvements in the form of a Performance Bond (the “Bond”) in the amount of \$244,992.00 was provided by Western Surety Company as surety for site work at the development. This included earthwork, sanitary sewer and water mains. All work has been completed. The Bond was further maintained at its full amount through the required 2-year maintenance period.

Analysis: The proposed release is based on completion of the items denoted in the Engineer's Opinion of Probable Cost dated May 8, 2018 (EOPC) approved at the time of issuance of permits for the development. Village Engineer Manhard and Staff have inspected the property, reviewed the request and concur that the Bond can be released.

Recommendation: Staff recommends the release of the Bond issued by Western Surety Company in the full amount of \$244,992.00.

Attachments:

- Original Performance Bond dated March 11, 2019
- Engineers Opinion of Probable Cost (EOPC) dated May 8, 2018



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

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

Mr. Keller,

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

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

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

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

We are requesting a release on all items to a 10% maintenance Letter of Credit completed with some items remaining to be maintained at full surety (110%). Attached is a list of the items, amounts and completion status.

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

Sincerely,

Daniel P. Keating

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

4/1/24

Date

WESTERN SURETY COMPANY • ONE OF AMERICA'S OLDEST BONDING COMPANIES



Western Surety Company

SITE IMPROVEMENT

Performance Bond

Effective: March 11, 2019

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

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

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

attached to and made a part hereof at certain land known as
True North #997, which is located at 449 South Rand Road Lake Zurich, IL 60047

all of which improvements shall be completed on or before the date
set forth in the agreement or any extension thereof, and the Principal provides this bond as security for
such agreement.

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

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

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

PRINCIPAL:

TRUE NORTH ENERGY, LLCBy: 

SURETY:

WESTERN SURETY COMPANYBy: 

Aerie Walton, Attorney-in-Fact

Form F7485-12-2004

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

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

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

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

- In Unlimited Amounts -

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

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

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

WESTERN SURETY COMPANY



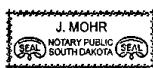
Paul T. Bruflat, Vice President

State of South Dakota } ss
County of Minnehaha

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

My commission expires

June 23, 2021



J. Mohr, Notary Public

CERTIFICATE

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

WESTERN SURETY COMPANY



L. Nelson, Assistant Secretary

Form F4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.

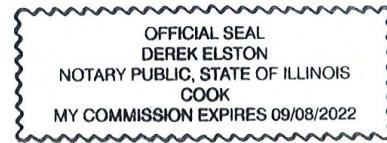
ACKNOWLEDGEMENT BY SURETY

STATE OF ILLINOIS
COUNTY OF COOK

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

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

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





Engineer's Opinion of Construction Costs

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

Total Site Improvements

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


Pavement

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

Subtotal - Pavement
\$152,861.00
Landscaping

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

1	Light Standard (Fixture, pole, base, electric)	4	EA	8,000.00	\$32,000.00
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Subtotal - Miscellaneous
\$32,000.00
TOTAL
\$407,581.00

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

Notes:

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



At the Heart of Community

PARK AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: October 1, 2024

To: Ray Keller, Village Manager *PK*

From: Michael Duebner, Assistant Village Manager

C: Bonnie Caputo, Recreation Director

Subject: **Concession License Extension Agreement with Kiki's Cotton Candy**

AGENDA ITEM
6g

Issue: Robert Colson dba/Kiki's Cotton Candy (Kiki) out of Wauconda, operated the concession at Paulus Park for the 2024 season. The lease signed in April 2024 was for one-year with subsequent one-year extensions. Mr. Colson has expressed the desire to make several improvements for the upcoming seasons if granted a 3-year lease.

Analysis: Kiki's has operated the concession through this year's summer season. Park visitors have enjoyed the snack menu and staff has not received any complaints. The proposed extension agreement outlines slightly expanded operations as a public park amenity offering a selection of non-alcoholic beverages and light food options.

Agreement Highlights:

- *Hours of Operation:* Limited to park hours (dawn to dusk) Monday through Sunday from April 1st through September 30th.
- *Lease Term:* Three-year term ending December 31, 2028, with two subsequent one-year extensions if mutually agreeable.
- *Rent:* Monthly payment of \$250 or 12% of gross sales of other items, whichever is greater. Gross sales are tabulated to not include applicable sales taxes. Rent is due only for the months the venue is operating.

Recommendation: Staff is recommending approval of extending the concession agreement with Robert Colson dba/Kiki's Cotton Candy through 2028 with two optional one-year extensions.

w/Attachments: Lease Agreement for Concessions

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

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

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

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

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

- A. **Access:** Village shall always have access to the interior of the concession facility (“Concession”), 24 hours, as well as the surrounding areas provided for herein (“Premises”).
- B. **Permitted Uses:** The Premises will be used to operate a facility for the service of non-alcoholic beverages, as provided herein, as a public amenity Village Park property that will offer a selection non-alcoholic beverages and light food options. No uses of the Premises shall be allowed except as provided herein.
- C. **Hours of Operation:** Lessee and Village agree that the hours of operations for the Concession shall be limited to regular park hours (dawn to dusk) including 90 minutes prior and post to facilitate setup and cleanup.
- D. **Months of Operation:** April 1 through September 30
- E. **Lease Term:** Three (3) year term commencing January 1, 2025, and ending December 31, 2028 with two subsequent one-year extensions if mutually agreeable between the Village and Lessee. If Lessee desires to terminate this Lease, thirty (30) days advance written notice shall be served upon the Village. If the Village desires to terminate this Lease, thirty (30) days advance written notice shall be served upon Lessee.
- F. **Rent and Late Fees:** Lessee shall pay Village monthly rent of \$250 *OR* 12% of gross sales of other items supported by daily sales documentation, whichever is *greater*, payable for months of operation only. Gross sales are hereby tabulated to not include applicable sales taxes. The rental payment is due on the 1st day of the month. Rental payments received by the Village later than the 10th day after the due date shall bear a late charge of \$50. If payment is made by check that is dishonored by Lessee’s bank, Lessee shall be assessed any bank fees incurred by the Village as a result of such dishonored check in addition to the late charge. This covenant to pay rent shall be independent of and separate from the other terms of this Lease.
- G. **Subletting:** Lessee shall not assign this Lease nor sublet any portion of the Premises without prior written consent of the Village.

- H. **Sales Report:** Lessee agrees to furnish, by the 15th calendar day of each month, a detailed summary sales report of food and beverages sold (format to be agreed upon) and additional amounts due above the rent payment of \$250 *OR* 12% of gross sales of other items, whichever is *greater*. Gross sales are hereby tabulated to not include applicable sales taxes. The Village shall keep sales reports confidential where applicable by law, provided such information shall be subject to disclosure as may be required by law. Village reserves the right to audit sales records/receipts of Lessee in detail to confirm that appropriate rental payments are made.
- I. **Utilities:** Lessee shall not be responsible for all utility payments and use, including electricity, water, and phone service. Lessee's use of electrical energy in the Premises shall not, at any time, exceed the capacity of either or both of (i) any of the electrical conductors and equipment in or otherwise servicing the Premises; and (ii) the heating systems of the Premises.
- J. **Security Deposit:** Upon execution of the Lease, Lessee shall deposit with the Village a Security deposit of \$500 for the Premises to be held by the Village to secure the faithful performance of the Lessee. If the Lessee performs all of the obligations as provided by this Lease and pays all sums due the Village when due, then the Village shall refund the security deposit to Lessee within 45 days after possession of the Premises is relinquished by Lessee. If the Lessee fails to comply with the provisions of this Lease, then the Village may apply all or any part of the security deposit as payment of any sums due from Lessee to the Village or pay for repair of damages caused by Lessee, their agents or customer. The security deposit shall not be treated as advance payment of rent and Lessee shall not apply the security deposit as rent during the term of the Lease.
- K. **Health Department:** Lessee shall be responsible for all health and sanitation requirements, and for maintaining the Premises in a clean and sanitary condition for and during the operation of the Concession on the Premises, including the Lake County Health Department and Illinois Department of Public Health code requirements.
- L. **Garbage:** Lessee shall be responsible for keeping Concession and immediate surrounding area clean and sanitary at all times during the term of this Lease, including emptying garbage cans immediately surrounding the Concession. The Village will provide access to rolling dumpsters in the enclosure at the entrance to the park.
- M. **Equipment:** Lessee shall be responsible for maintenance of all equipment, whether owned or installed by Lessee or Village, including but not limited to equipment outlined in EXHIBIT A. No equipment provided by the Village shall be removed or replaced by Lessee without prior written consent of the Village and if consent is secured, such removal or replacement shall be at the expense of the Lessee. Lessee shall be responsible and liable for any damage to Village equipment.
- N. **Signage:** Lessee is permitted to use two flutter flags and two self-standing menu boards near the concession during operating hours. Lessee shall not affix any sign of any size or character to any portion of the property without prior written approval of the Village.
- O. **Alterations or Damage:** Lessee shall cause any alterations to the Concession or Premises to be performed in compliance with all applicable permits, laws and requirements. No alterations shall be completed by Lessee without prior written approval of the Village.

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

- P. **Insurance to be Maintained by Village:** The Village shall maintain "all-risk" property insurance covering the Premises and Concession (at its full replacement cost) but excluding Lessee's property.
- Q. **Insurance to be Maintained by Lessee:** Lessee shall purchase at its own expense and keep in force during this Lease, a policy or policies of commercial general liability insurance, including personal injury and property damage in the following amount:
Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury and property damage and \$1,000,000 per occurrence for personal injury. The Minimum General Aggregate shall be no less than \$2,000,000.
All insurance policies shall specifically name the Village of Lake Zurich as an additional insured, be issued by an insurance company licensed to do business in the State of Illinois. The Village has the right to request a copy of such certificate of insurance at any time. Said insurance shall remain in full force and effect and must contain a provision that it cannot be cancelled prior notice, in writing, received by the Village, at least 45 days prior to expiration.
- R. **Notice of Injury or Damage:** Lessee shall be responsible for notifying the Village in writing of any injury to any person(s) occurring on or damage to the Premises or Concession, or any complaint of such, immediately upon the occurrence of or upon learning of such matter.
- S. **Notice of Hazardous Condition(s) or Complaints:** Lessee shall advise the Village, in writing, of any condition of or on the Premises or within the Concession that constitutes a hazard or danger, or of any complaints of such, that come to the attention of Lessee.
- T. **Taxes and Costs:** Lessee shall pay all applicable taxes on revenue generated at the Concession. Except as provided herein, Lessee shall be responsible for all costs, expenses and fees associated with its service of beverages on the Premises and its operation of the Concession.
- U. **Conflicts of Interest:** Lessee certifies that to their best knowledge no employee of the Village, nor any member thereof, nor any public agency or official affected by any agreement that results from this Lease, has any pecuniary interest in the business of the Lessee, and that no person associated with the Lessee has any interest that would conflict in any manner with the Concession operation.
- V. **Parking:** During the term of this Lease, Lessee has the non-exclusive right to use the non-reserved common automobile parking areas and driveways and the pedestrian access areas at Paulus Park. Parking is to be used for business related purposes only. No overnight long-term storage of vehicles or other personal property shall be permitted.
- W. **Condition and Delivery of Premises:** Lessee agrees that Lessee is familiar with the condition of both the Premises and the Property and Lessee hereby accepts the foregoing on an "AS-IS," "WHERE-IS" basis, provided however the Landlord agrees the Premises shall be suitable for use as a Concession as provided herein, with all mechanicals,

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

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

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

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

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

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

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

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

- Z. **Compliance With Laws.** Lessee agrees to comply with any and all Federal, State and local laws and regulations applicable to its operations under this Lease. The laws of the State of Illinois shall apply to and govern any matters arising hereunder.
- AA. **Venue.** The required venue for any suit, claim or action brought under this Lease or to enforce this lease, shall be Lake County, Illinois.
- BB. **Complete Agreement.** This Lease constitutes all agreements and understandings between the parties hereto and can only be amended in writing, signed by both parties.
- CC. **Authority to Execute.** If Lessee is a corporation, partnership, LLC, association or other entity, it shall approve, adopt and deliver to the Village at the time of the execution of this Lease certified copies of that resolution or writing of the above entity authorizing the execution and delivery of this Lease and the performance by Lessee of the obligations herein and certifying that the person executing this Lease has been authorized to do so.

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

VILLAGE OF LAKE ZURICH

Printed name: _____

Signature: _____

Title: _____

ATTEST:

Printed name: _____

Signature: _____

Title: _____

ROBERT COLSON dba/KIKI'S COTTON CANDY

Owner 1 printed name: _____

Signature: _____

Title: _____

Owner 2 printed name: _____

Signature: _____

Title: _____

ATTEST:

Printed name: _____
Signature: _____
Title: _____

EXHIBIT A

EXISTING EQUIPMENT

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

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



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

CONFIDENTIAL
6/1

Date: October 1, 2024
To: Ray Keller, Village Manager
From: Kyle Kordell, Management Services Director
Subject: Ordinance Approving Increase in Non-Home-Rule Sales Tax

Issue: At the September 3, 2024 Village Board meeting, Trustees unanimously adopted Ordinance #2024-09-586 increasing the Non-Home Rule sales tax rate from 0.5% to a rate of 1%. This was done to reduce the burden on local water rates to finance the Lake Michigan water transition by having non-resident consumers contribute more via sales taxes.

With this increase, the Lake Zurich general merchandise rate will be 8%. This ordinance has been accepted by the Illinois Department of Revenue for purposes of meeting the implementation deadline of January 1, 2025, as long as small errors in the previously adopted ordinance are corrected.

Analysis: Three small errors are being corrected on this second adoption of this Ordinance.

- Section 2; citation of the Illinois Compiled Statutes shall read “8-11-1.3” instead of “8-11-3.”
- Section 3; citation of the Illinois Compiled Statutes shall read “8-11-1.4” instead of “8-11-4.”
- The service occupation tax in the original ordinance is on the “gross receipts.” This has been changed to read on the “selling price.”

Recommendation: Staff recommends a second approval of this ordinance to correct these minor errors.

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-09-586

**AN ORDINANCE APPROVING AN INCREASE IN THE VILLAGE OF LAKE ZURICH
NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX AND NON-HOME
RULE MUNICIPAL SERVICE OCCUPATION TAX**

WHEREAS, the Village of Lake Zurich ("Village") is a non-home rule municipality and can exercise certain powers, including those pursuant to the Illinois Municipal Code ("Code"); and

WHEREAS, pursuant to the Code, 65 ILCS 5/1-2-1, the Village has the authority to enact and adopt those ordinances, rules and regulations the Village finds proper or necessary to carry into effect its powers; and

WHEREAS, Section 8-11-1.1 of the Code authorizes the Village to impose the taxes in Sections 8-11-1.3 (Non-Home Rule Municipal Retailers' Occupation Tax) and 8-11-1.4 (Non-Home Rule Municipal Service Occupation Tax) of the Code, as outlined and provided therein; and

WHEREAS, Public Act 103-0781, Section 8-11-1.1 of the Code was recently amended by Public Act 103-0781 to now authorize the Village to impose or change the rate of taxes authorized in Sections 8-11-1.3 and 8-11-1.4 of the Code without any requirement for prior voter approval at referendum; and

WHEREAS, Sections 8-11-1.3 and 8-11-1.4 of the Code authorize the Village to impose the respective taxes in one quarter percent (1/4%) increments up to a maximum rate of one percent (1%) and to impose such taxes at "the same rate"; and,

WHEREAS, those funds generated and collected pursuant to taxes imposed pursuant to Sections 8-11-1.3 and 8-11-1.4 of the Code are required to be used for "public infrastructure" or "property tax relief," as those terms are defined at Section 8-11-1.2 of the Code; and,

WHEREAS, to provide for and properly maintain the public infrastructure of the Village for the benefit of its residents, the corporate authorities of the Village of Lake Zurich have determined that it is proper, necessary and in the best interests of the residents of the Village that the Village approve and adopt a Non-Home Rule Municipal Retailers' Occupation Tax under Section 8-11-1.3 of the Code and a Non-Home Rule Municipal Service Occupation Tax under Section 8-11-1.4 of the Code and to

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increase such Section 8-11-1.3 and 8-11-1.4 taxes to the maximum statutory tax rate of one percent (1%); and

WHEREAS, at its September 23, 2024 regular meeting, the corporate authorities of the Village of Lake Zurich approved and adopted Ordinance No. 2024-09-586 to authorize the Village to change the rate of taxes authorized in Sections 8-11-1.3 and 8-11-1.4 of the Code without prior voter approval at referendum; and

WHEREAS, this Ordinance does not change the prior approval and adoption of Ordinance No. 2024-09-586 but only serves to clarify certain provisions therein and hereby retroactively applies to said Ordinance No. 2024-09-586.

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

SECTION 1: INCORPORATION OF RECITALS. The foregoing recitals are hereby incorporated herein as findings of fact.

SECTION 2: NON-HOME RULE MUNICIPAL RETAILERS' OCCUPATION TAX IMPOSED AND INCREASED. Pursuant to and in accordance with the provisions of Section 8-11-1.3 of the Code, a tax is hereby imposed upon all persons engaged in the business of selling tangible personal property (other than an item of tangible personal property titled or registered with an agency of this state's government) at retail in the Village, by increasing the current rate of 0.50% to the maximum rate of 1.00% of the **gross receipts** from such sales made in the course of such business, following the passage of this Ordinance. This tax may not be imposed on tangible personal property taxed at the rate of 1.0% under the Retailers' Occupation Tax Act.

SECTION 3: NON-HOME RULE MUNICIPAL SERVICE OCCUPATION TAX IMPOSED AND INCREASED. Pursuant to and in accordance with the provisions of Section 8-11-1.4 of the Code, a tax is hereby imposed upon all persons engaged in this municipality in the business of making sales of service, by increasing the current rate of 0.50% to the maximum rate of 1.00% of the **selling price** of all tangible personal property transferred by such serviceman as an incident to a sale of service, following the passage of this Ordinance. This tax may not be imposed on tangible personal property taxed at the rate of 1.0% under the Service Occupation Tax Act.

SECTION 4: STATUTORY PROCEDURES. The imposition of these non-home rule taxes is in accordance with and subject to the provisions of Sections 8-11.1.1, 8-11-1.2, 8-11-1.3 and 8-11-1.4 of the Illinois Municipal Code (65 ILCS 5/8-11-1.1, 8-11-1.2, 8-11-1.3 and 8-11-1.4).

SECTION 5: ADMINISTRATION OF TAX. The taxes hereby imposed, and all civil penalties that may be assessed as an incident thereto, shall be administered, collected and enforced by the Illinois Department of Revenue. The Department of Revenue is authorized to administer and enforce the provisions of this Ordinance.

SECTION 6: FILING OF ORDINANCE. The Village Clerk is hereby authorized and directed to file a certified copy of this Ordinance with the Illinois Department of Revenue upon its

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adoption and passage, but no later than October 1, 2024. Following said timely adoption and filing with the Illinois Department of Revenue, this Ordinance will take effect on January 1, 2025.

SECTION 7: USE OF TAX PROCEEDS. The funds generated and collected pursuant to these taxes being imposed pursuant to Sections 8-11-1.3 and 8-11-1.4 of the Code are required to be used for the following “public infrastructure” or “property tax relief,” purposes, as those terms are defined at Section 8-11-1.2 of the Code:

- a. Expenditures related to “municipal roads and streets, access roads, bridges, and sidewalks; waste disposal systems; and water and sewer line extensions, water distribution and purification facilities, storm water drainage and retention facilities, and sewage treatment facilities”;
- b. Actions to “reduce the levy for real estate taxes or avoid an increase in the levy for real estate taxes that would otherwise have been required” by the Village; or
- c. Any other or further permitted uses under the Code as may now or hereafter be authorized.

SECTION 8: SUPERCEDER. All Code provisions, ordinances or resolutions in conflict herewith Ordinance are, to the extent of the conflict, expressly superseded by this Ordinance.

SECTION 9: SEVERABILITY. If any provision of this Ordinance or application thereof is found to be unlawful or otherwise invalid, such unlawful status or invalidity shall not affect other provisions or applications of this Ordinance that can be given effect without the invalid application or provision, and each invalid provision or invalid application of this Ordinance is severable.

SECTION 10: EFFECTIVE DATE. The Clerk is directed by the corporate authorities to publish this Ordinance in pamphlet form. This Ordinance shall be in full force and effect after its passage and publication in accordance with applicable law.

PASSED and ADOPTED by the following roll call vote this 7th day of October, 2024.

Ayes:

Nays:

Absent:

APPROVED this _____ day of October, 2024.

Mayor
Tom Poynton

ATTEST:

Village Clerk
Kathleen Johnson

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VILLAGE MANAGER'S OFFICE

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

(847) 438-5141
LakeZurich.org

At the Heart of Community

MEMORANDUM

Date: October 2, 2024

To: Mayor Tom Poynton
Village Board of Trustees

From: Ray Keller, Village Manager *PK*

Subject: **GIS Consortium Intergovernmental Agreement & Service Provider Contract**

MEMORANDUM
7a

Issue: To support better infrastructure management and community planning, staff recommend approving an intergovernmental agreement to join the GIS Consortium and approve the accompanying service provider contract.

Analysis: Geographic Information Systems (GIS) is a computer-based technology that allows the integration of location data and descriptive information to support informed decision making for a community. The Village has dabbled with GIS for several years, with Public Works and Community Development staff occasionally using the available resources for rudimentary mapping. The Village also relies on Lake County's online GIS platform, which provides countywide databases and map layers about lot lines, property owner information, political boundaries and aerial photography.

Dedicating staff time toward the development and maintenance of a GIS is the primary barrier to its implementation. Rather than hire and/or reallocate staff toward GIS development, Village staff investigated joining the GIS Consortium (GISC) to benefit from their expertise and resources without duplicating their efforts. Established in 2000, the Consortium currently includes 44 members, including Palatine, Fox Lake, Mundelein and Libertyville. Each member community has a representative on the GISC board, which is led by a smaller executive board. Village staff have taken the necessary preliminary steps to be vetted by and invited into the Consortium, which looks to ensure long-term stability and investment by its current and potential members.

The Consortium contracts with Municipal GIS Partners (MGP), headquartered in Des Plaines, to provide shared staffing support and resource management. Through this contract, MGP would provide onsite GIS staffing two days each week, with some additional time devoted to setup. The initial staffing assistance would focus on the setup and integration of existing data sources, and beginning the conversion of the Village's utility atlases to a digital format.

The Village's current and upcoming investments in water and sewer infrastructure are driving this initiative at this time. This investment will ultimately enable better community planning, asset management, service delivery and infrastructure investment decision making. The setup includes a secure GIS access for staff to have ready access to the databases. The arrangement also includes a community portal, which will make basic maps and customizable information (e.g. garbage pickup dates, property zoning, legislative districts, etc.) available to the public through the Village's website.

Joining the GIS Consortium will require a one-time \$10,000 membership fee, as reflected in the provided agreement. MGP's services are detailed in the attached statements of work, which will be \$19,170.36 for November-December 2024 and \$120,198.12 for twelve months of services in FY 2025, plus incidental expenses. Staff have begun setting up a workstation that will be needed by both the MGP and Village staff to develop the GIS data layers. Unless directed otherwise, these costs will be assigned to the water/sewer enterprise fund and will be included in the FY 2025 draft budget. Service contracts for FY 2026 and beyond will be updated annually based on MGP's rates and the Village's GIS needs.

Recommendation: Staff recommends approval of the intergovernmental agreement with the GIS Consortium and the accompanying service provider contracts with Municipal GIS Partners.



Attachment 1 - Statement of Work

To GIS Consortium Service Provider Contract

About Municipal GIS Partners (MGP)

MGP (the Consultant) is the Service Provider to the GIS Consortium (GISC). It is necessary that each GISC member enter into an annual agreement with the Consultant (GISC Service Provider) to maintain their standing as a GISC member.

GISC Membership includes:

- Complete GIS program staffing with technology cost distribution across GISC members
- User and license access to all membership solutions and products
- Access to and participation in collaborative opportunities to share ideas and solutions

The Included Services section below expands on services provided by this agreement.

General Purpose

The Consultant will perform all or part of the Village of Lake Zurich (the Municipality) geographic information system (GIS) management, development, operation, and maintenance as directed by the Municipality. In addition to supporting the GIS program, the Consultant will identify opportunities for continued program development and enhancement.

Program Staffing

The Consultant provides all the requisite staffing and skillsets required to manage the Municipality program including:

- Technical professionals assigned directly to the Municipality
- Advanced technical support staff for analysis, system integration, and escalation
- Systems analysts for ensuring product, solution, and infrastructure performance
- Professional program managers for ensuring service levels

Direct Program Hours

Services related to the direct management, development, operation, and maintenance of the Municipality program required to support the system

Team Access During Normal Working Hours

The Consultant typically works Monday through Friday 8:00AM to 5:00PM. The Municipality has direct access to the staff assigned to the Municipality. Alternatively, the Municipality can call the Consultant's general telephone number or submit an email to Consultant's service desk for service.

Emergency Event Support

The Consultant will support Municipality emergency events within a reasonable timeframe of notification and work to staff the event for its duration. These services are not limited to normal business hours.

The Service Level section below expands on the program staffing services included in this agreement.

Staffing Allocation

Pursuant to the GISC membership agreement and bylaws all members must contract for a service level consistent with the allocation practices as prescribed by the GISC. The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: November 1, 2024, through December 31, 2024

Direct Program Hours: 138.00

Onsite presence: Average of 7.76 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is **\$9,585.18** per month. The total contract value for the agreement period is **\$19,170.36**. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

Included Services

This section identifies the professional staffing, products and solutions, and business structures included in this service agreement. The Municipality is responsible for identifying and prioritizing the aspects of the services that are most important. The Consultant is responsible for implementing those priorities and communicating progress.

Staffing and Program Management

The Consultant provides the required staffing and organization with the skills and expertise to manage, develop, and maintain the system per the Municipality's priorities which includes GISC shared infrastructure, platforms, products and solutions. Services include:

1. Program consulting and reporting with all Municipality departments
2. Data creation, management, and quality control
3. Project identification, management, and delivery
4. Shared solution implementation

- 5. ERP and department system GIS integration
- 6. User training and onboarding
- 7. Resource management and scheduling

Data Management

The Consultant is responsible for managing the GIS and related data based on priorities as directed by the Municipality.

Primary Layers:

Addresses, parcels, buildings, streets, railroads, water utilities, sewer utilities, municipal boundary, zoning districts, planned unit developments, variances, TIF districts, special use permits, annexations, signs, trees, recreation areas, bike paths, water features, school districts, emergency response boundaries, refuse collection, and legislative districts.

Municipality Priority Layers

The Consultant's local government data model has over 260 standard layers. Included in this service is the identification, creation, and management of layers as directed by the Municipality.

Data Quality

One of the primary accountabilities of the Consultant is to ensure that Primary and Municipality Priority layers are of high-quality. Practices employed include:

- 1. Daily data quality reporting and alerting
- 2. Mistake proofing databases, processes, and productivity tools
- 3. Address Verification to identify discrepancies between Municipality ERP and department systems
- 4. Utility system integrity leveling for completeness, field accuracy and timeliness
- 5. Formation and support of key data stakeholder teams
- 6. Data management documentation for Municipality layers

Products and Solutions

GISC Membership includes unlimited access to the products and solutions developed by the Consultant for the GISC and its members. The Consultant is accountable for:

- 1. Collaboration with third party vendors and partners
- 2. Deploying shared solutions for the Municipality
- 3. Identifying and communicating new solution opportunities
- 4. Managing existing solutions to agreed service levels
- 5. Infrastructure monitoring, alerting and mitigation
- 6. Patching, updating, and securing shared infrastructure
- 7. Researching and evaluating opportunities for development
- 8. Resource planning and scheduling
- 9. Scalability planning and right sizing
- 10. Technical documentation
- 11. Testing and quality certification

Solution List

The following are the primary products and solutions provided by the Consultant through membership in the GISC:

1. **Address Pre-Check:** A tool to standardize address data in Municipality systems and workflows.
2. **Address Verification:** A product to assess and score community address quality across department systems.
3. **Asset Management and Manager Dashboards:** A solution that enables the Municipality to manage and visualize infrastructure data and maintenance
4. **Community Map Viewer:** A publicly accessible map viewer designed for residents and businesses
5. **Community-Portal:** An address-based portal that integrates and organizes department data for staff, residents, and local businesses
6. **Financial Forecasting:** A tool to project future infrastructure replacement costs
7. **Local Government Data Model:** A database standard developed for, and in partnership, with members of the GISC
8. **myGIS:** A secure staff accessible mapping system to discover and analyze all Municipality GIS data
9. **Story Maps:** A customizable web application to communicate information to the public in a simple and meaningful way
10. **Utility Leveling:** A data quality measurement system to access the ability of utility data to support local government business processes

Service Level Agreement

The Consultant is responsible for managing the quality and availability of GISC infrastructure and solutions. These parameters are determined by GISC Board policy and included in these services.



Attachment 2 - Insurance

To GIS Consortium Service Provider Contract

Consultant's Insurance

Consultant shall procure and maintain, for the duration of this Contract, insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

A. Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability occurrence form CG 0001 with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement CG 2010 and CG 2026.
2. Insurance Service Office Business Auto Liability coverage form number CA 0001, Symbol 01 "Any Auto" with the Municipality named as additional insured, on a form at least as broad as the ISO Additional Insured Endorsement.
3. Workers' Compensation as required by the Labor Code of the State of Illinois and Employers' Liability insurance (the policy shall include a 'waiver of subrogation').

B. Minimum Limits of Insurance: Consultant shall maintain limits no less than:

1. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. The general aggregate shall be twice the required occurrence limit. Minimum General Aggregate shall be no less than \$2,000,000 or a project/contract specific aggregate of \$1,000,000.
2. Business Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Workers' Compensation and Employers' Liability: Workers' Compensation coverage with statutory limits and Employers' Liability limits of \$500,000 per accident.

C. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the Municipality. At the option of the Municipality, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as it respects the Municipality, its officials, agents, employees and volunteers; or (2) the Consultant shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

D. Other Insurance Provisions: The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages: The Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Consultant; products and completed operations of the Consultant; premises owned, leased or used by the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant. The coverage shall contain no special limitations on the scope of protection afforded to the Municipality, its officials, agents, employees and volunteers.
2. The Consultant's insurance coverage shall be primary as respects the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by the Municipality, its officials, agents, employees and volunteers shall be excess of Consultant's insurance and shall not contribute with it.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers.
4. The Consultant's insurance shall contain a Severability of Interests/Cross Liability clause or language stating that Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. If any commercial general liability insurance is being provided under an excess or umbrella liability policy that does not "follow form," then the Consultant shall be required to name the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insureds
6. All general liability coverages shall be provided on an occurrence policy form. Claims-made general liability policies will not be accepted.
7. The Consultant and all subcontractors hereby agree to waive any limitation as to the amount of contribution recoverable against them by the Municipality. This specifically includes any limitation imposed by any state statute, regulation, or case law including any Workers' Compensation Act provision that applies a limitation to the amount recoverable in contribution such as *Kotecki v. Cyclops Welding*. Consultant agrees to indemnify and defend the Municipality from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, which the Municipality may sustain as a result of personal injury claims by Consultant's employees, except to the extent those claims arise as a result of the Municipality's own negligence.

E. All Coverages: Each insurance policy required by this paragraph shall be endorsed to state that coverage shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Municipality.

- F. Acceptability of Insurers: Insurance is to be placed with insurers with a Best's rating of no less than A-, VII and licensed to do business in the State of Illinois.
- G. Verification of Coverage: Consultant shall furnish the Municipality with certificates of insurance naming the Municipality, its corporate authorities, officials, officers, agents, employees, and volunteers as additional insured's and with original endorsements, affecting coverage required herein. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the Municipality before any work commences. The Municipality reserves the right to request full certified copies of the insurance policies and endorsements.



www.mgpinc.com

Supplemental Statement of Work

Pursuant to and in accordance with Sections 1.2 of that certain GIS Consortium Service Provider Contract dated November 1, 2024 (the "Contract") between the Village of Lake Zurich, an Illinois municipal corporation (the "Municipality") and Municipal GIS Partners, Incorporated (the "Consultant"), the parties hereby agree to the following SUPPLEMENTAL STATEMENT OF WORK, effective January 1, 2025 ("SSOW"):

In consideration of the mutual covenants and agreements hereinafter set forth the Municipality and the Consultant agree to amend the Contract as follows:

Project Schedule/Term

Pursuant to Section 5.2 of the Contract, the Initial Term of the Contract shall remain in effect until the later of (i) the expiration of the Initial Term set forth in the Contract, or (ii) December 31, 2025. For the avoidance of doubt, this section shall only have the effect of extending the term of those Contracts which would otherwise expire prior to December 31, 2025.

Staffing Allocation

The direct program staffing allocation for the Municipality for this agreement period is:

Agreement Period: January 1, 2025, through December 31, 2025

Direct Program Hours: 824.00

Onsite presence: Average of 7.73 days per month; estimated based upon 90 percent of the direct program hours, provided the Municipality and Consultant shall consult with each other in good faith from time to time on the advisability of flexible work arrangements whereby the program hours may be completed off-site, particularly in circumstances where the assigned staff and program are meeting or exceeding expectations.

Fees and Expenses

The fee for the staffing allocation set forth above is \$10,016.51 per month. The total contract value for the agreement period is \$120,198.12. Such fee does not include taxes or any reimbursable out-of-pocket expenses that may be incurred by the Consultant.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of _____.

ATTEST:

By: _____
Name: _____
Its: _____

VILLAGE OF LAKE ZURICH

By: _____
Name: _____
Its: _____

ATTEST:

By: Donna J. Thomey
Name: Donna Thomey
Its: Business Support Specialist

CONSULTANT:

MUNICIPAL GIS PARTNERS, INCORPORATED

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President and General Manager

MEMBERSHIP AGREEMENT FOR A GEOGRAPHIC
INFORMATION SYSTEM CONSORTIUM

This Agreement is entered into this ____ day of _____, 20____, by and between the municipalities that have executed this Agreement pursuant to its terms (all municipalities are collectively referred to as "Parties").

W I T N E S S E T H:

WHEREAS, Section 10 of Article VII of the Illinois Constitution of 1970 and Section 3 of the Illinois Intergovernmental Cooperation Act authorize and encourage the entering into of Intergovernmental Agreements between units of local government;

WHEREAS, the Parties desire to enter into an Intergovernmental Agreement setting forth the responsibilities of the Parties with regard to the operation of a consortium to develop and share geographic information system information;

WHEREAS, the Parties desire to limit the cost of developing geographic information systems for their communities by participating in group training, joint purchasing and development and innovation sharing;

NOW, THEREFORE, in consideration of the mutual covenants of this Agreement and other good and valuable consideration, the Parties agree as follows:

I. General Purpose

The general purpose of this Agreement is to provide for an organization through which the Parties may jointly and cooperatively procure professional services for the establishment,

operation and maintenance of a geographic information system for the use and benefit of the Parties.

II. Construction and Definitions

Section 1. The language in the text of this Agreement shall be interpreted in accordance with the following rules of construction:

- (a) The singular number includes the plural number and the plural the singular,
- (b) The word "shall" is mandatory; the word "may" is permissive; and
- (c) The masculine gender includes the feminine and neuter

Section 2. When the following words and phrases are used, they shall, for the purposes of this Agreement, have the meanings respectively ascribed to them in this Section, except when the context otherwise indicates.

- (a) "GEOGRAPHIC INFORMATION SYSTEM CONSORTIUM" or "GISC" means the organization created pursuant to this Agreement.
- (b) "GIS," means geographic information system.
- (c) "BOARD" means the Board of Directors of GISC, consisting of one (1) Director (and one (1) alternate Director) from each governmental unit, which is a member of GISC.
- (d) "CORPORATE AUTHORITIES" means the governing body of the member governmental unit.
- (e) "MEMBER" means a Governmental Unit, which enters into this Agreement and is, at any specific time not in default as set forth in this Agreement.
- (f) "FORMER MEMBER" means any entity, which was once a Member, but has either withdrawn from GISC or whose membership was terminated pursuant to this Agreement.
- (g) "UNIT OF LOCAL GOVERNMENT" or "GOVERNMENTAL UNIT" means and includes any political subdivision of the State of Illinois or any department or agency of the state government or any city, village or any taxing body.
- (h) "SOFTWARE" means computer programs, form designs, user manuals, data specifications and associated documentation.

- (i) “SERVICE PROVIDER” means any professional services firm(s) that GISC designates as the firm(s) to establish, operate, maintain or support geographic information systems, for the Members.
- (j) “SECONDARY SERVICE PROVIDER” means a Service Provider not limited to a supplier of software, hardware, mapping or other services.
- (k) “INTELLECTUAL PROPERTY” means any and all software, data or maps generated by or for GISC. Such intellectual property shall be considered privileged and confidential trade secrets and shall constitute valuable formulae, design and research data or which Members have given substantial consideration.

III. Membership

Section 1. Any Governmental Unit may be eligible to become a member of GISC.

Section 2. A Governmental Unit desiring to be a member shall execute a counterpart of this Agreement and shall pay initial membership dues of a minimum of Four Thousand Dollars (\$4,000) and a maximum of Twenty Thousand Dollars (\$20,000) to be pro-rated in accordance with the formula contained in Exhibit A. Payment shall be made to the Secretary-Treasurer, or equivalent, of GISC to offset the cost of the legal and administrative expenses of the formation, operation and administration of GISC.

Section 3. Members shall enter into a GIS service contract, with the Service Provider substantially conforming with the agreement attached in Exhibit B or as modified by the GISC Board, within one (1) year of signing this Agreement. Members are expected to enter into any agreements with Secondary Service Providers deemed necessary for the functioning of GISC within a reasonable time as determined by the Board of Directors. Members shall be subject to the provisions of this Agreement, including but not limited to Article XIV.

Section 4. Any Governmental Unit desiring to enter into this Agreement may do so by the duly authorized execution of a counterpart of this Agreement by its proper officers. Thereupon, the clerk or other corresponding officer of the Governmental Unit shall file a duly executed copy of the Agreement, together with a certified copy of the authorizing resolution or other action, with the GISC President. The resolution authorizing the execution of the Agreement shall also designate the first Director and alternate for the Member.

Section 5. The Charter Members shall be the Members consisting of Glencoe, Highland Park, Lincolnshire and Park Ridge.

Section 6. Any Member joining GISC agrees, upon joining, that if it is to become a Former Member, it will be bound by all of the obligations of a Former Member as set forth in this Agreement.

Section 7. Former members will require a favorable vote of two-thirds (2/3) majority of the Board of Directors in order to rejoin the GISC.

IV. Board of Directors

Section 1. The governing body of GISC shall be its Board of Directors. Each Member shall be entitled to one (1) Director, who shall have one (1) vote.

Section 2. Each Member shall also be entitled to one Alternate Director who shall be entitled to attend meetings of the Board and who may vote in the absence of the Member's Director.

Section 3. The Corporate Authorities of each Member shall appoint Directors and Alternate Directors. In order for GISC to develop data processing and management information systems of maximum value to Member Governmental Units, the Members shall appoint, as their Director and Alternate, a chief administrative officer, a department head and employees with significant management responsibility and experience. Directors and Alternates shall serve without compensation from GISC.

Section 4. A vacancy shall immediately occur in the office of any Director upon his resignation, death, removal by the Corporate Authorities of the Member, or ceasing to be an employee of the Member.

V. Powers and Duties of the Board

Section 1. The powers and duties of the Board shall include the powers set forth in this Article.

Section 2. It shall take such action, as it deems necessary and appropriate to accomplish the general purposes of the organization in negotiating with a Service Provider to determine

annual rates and usage levels for the members and other ancillary powers to administer GISC.

Section 3. It may establish and collect membership dues.

Section 4. It may establish and collect charges for its services to Members and to others.

Section 5. It may exercise any other power necessary and incidental to the implementation of its powers and duties.

VI. Officers

Section 1. The officers of the Executive Board and their powers and duties are defined in the By-Laws.

VII. Financial Matters

Section 1. The fiscal year of GISC shall be the calendar year.

Section 2. An annual budget for the next fiscal year shall be adopted by the Board at the annual meeting by December 31st of each year. Copies shall be provided to the chief administrative officer of each Member.

Section 3. The Board shall have authority to adjust cost sharing charges for all Members in an amount sufficient to provide the funds required by the budgets of GISC.

Section 4. Billings for all charges shall be made by the Board and shall be due when rendered. Any Member whose charges have not been paid within 90 days after billing shall be in default and shall not be entitled to further voting privileges or to have its director hold any office on the Board and shall not use any GISC facilities or programs until such time as such Member is no longer in default. Members in default shall be subject to the provisions within this Agreement. In the event that such charges have not been paid within 90 days of such billing, such defaulting Member shall be deemed to have given, on such 90th day, notice of withdrawal from membership. In the event of a bona fide dispute between the Member and the Board as to the amount which is due and payable, the member shall nevertheless make such payment in order to preserve its status as a Member, but such payment may be made under protest and without prejudice to its right to dispute the amount of the charge and to pursue any legal remedies available to it. Withdrawal shall not relieve any such Member from its financial obligations as

set forth in this Agreement.

Section 5. Nothing contained in this Agreement shall prevent the Board from charging nonmembers for services rendered by GISC, on such basis, as the Board shall deem appropriate.

Section 6. It is anticipated that certain Members may be in a position to extend special financial assistance to GISC in the form of grants. The Board may credit any such grants against any charges, which the granting Member would otherwise have to pay. The Board may also enter into an agreement, as a condition to any such grant, that it will credit all or a portion of such grant towards charges, which have been made or in the future may be made against one or more specified Members.

Section 7. The Board, in accordance with procedures established in the By-Laws may expend board funds. The Board must authorize all expenditures by simple majority.

VIII. Termination of Membership

Section 1. Failure to enter into an agreement with the Service Provider within one (1) year of GISC's designation of the Service Provider shall be cause for the termination of membership. A 30-day written notice will be given to a Member that fails to enter into an agreement with the Service Provider as provided in this Section. Upon the failure to enter into an agreement at the end of the thirty-day (30) notice period, its membership shall be terminated.

Section 2. Failure to enter into an agreement within thirty 30 days of expiration of the previous agreement with Service Provider shall result in membership termination.

Section 3. A member may be terminated for cause based on an affirmative vote of two-thirds (2/3) of the Board of Directors.

Section 4. Upon termination of any Member, the Member shall be responsible for:

- (a) All of its pro-rated share of any obligations;
- (b) Its share of all charges to the effective date of termination; and
- (c) Any contractual obligations it has separately incurred with GISC or the Service Provider.

Section 5. A Member terminated from membership at a time when such termination does not result in dissolution of GISC, shall forfeit its claim to any assets of GISC. Any terminated

Member shall be subject to the provisions described elsewhere in this agreement.

IX. Withdrawal

Section 1. Any Member may at any time give written notice of withdrawal from GISC. The nonpayment of charges as set forth in this Agreement or the refusal or declination of any member to be bound by any obligation to GISC shall constitute written notice of withdrawal.

- (a) Actual withdrawal shall not take effect for a period of six (6) months from the date of such notification.
- (b) Upon effective withdrawal the withdrawing member shall continue to be responsible for:
 - (i) All of its pro-rated share of any obligations;
 - (ii) Its share of all charges to the effective date of termination;
 - (iii) Any contractual obligations it has separately incurred with GISC or the Service Provider(s).

Section 2. A Member withdrawing from membership at a time when such withdrawal does not result in dissolution of GISC shall forfeit its claim to any assets of GISC. Any Member that withdraws shall be subject to the provisions of this Agreement. In addition, any Member withdrawing shall promptly remove, at its own expense, any and all software, maps or other data that was not developed exclusively for the Member's benefit, except under terms as provided for elsewhere in this Agreement. The withdrawing Member shall, within thirty (30) days of withdrawal, file a certification with the Board, verifying compliance with this Section.

X. Dissolution

Section 1. GISC shall be dissolved whenever:

- (a) A sufficient number of Members withdraw from GISC to reduce the total number of Members to less than two (2) or
- (b) By two-thirds (2/3) vote of all Directors.

Section 2. In the event of dissolution, the Board shall determine the procedures necessary to affect the dissolution and shall provide for the taking of such measures as promptly as

circumstances permit subject to the provisions of this Agreement.

Section 3. Upon dissolution, after payment of all obligations the remaining assets of GISC shall be distributed among the then existing Members in proportion to their contributions to GISC during the entire period of such Member's membership, as determined by the Board. The computer software that GISC developed for its membership shall be available to the Members, subject to such reasonable rules and regulations, as the Board shall determine.

Section 4. If, upon dissolution, there is an organizational deficit, such deficit shall be charged to and paid by the Members and Former Member in accordance with obligations as described in Article IX on a pro-rata basis, the pro-rata basis is calculated from the Members' contributions to GISC during the two (2) years preceding the date of the vote to dissolve.

Section 5. In the event of dissolution the following provisions shall govern the distribution of computer software owned by GISC:

- (a) All such software shall be an asset of GISC.
- (b) A Member may use any software developed during its membership in accordance with this agreement, upon:
 - (i) Paying any unpaid sums due GISC,
 - (ii) Paying the costs of taking such software, and
 - (iii) Complying with reasonable rules and regulations of the Board relating to the taking and use of such software. Such rules and regulations may include a reasonable time within which any Member must take such software.

XI. General Conditions

Section 1. Notice. All notices hereunder shall be in writing, and shall be deemed given when delivered in person or by United States certified mail, with return receipt requested, and if mailed, with postage prepaid. All notices shall be addressed as follows:

If to GISC:

President of GISC

With a copy to the GISC Secretary-Treasurer, or equivalent.

If to Member:

Each party shall have the right to designate other addresses for service of notices, provided notice of change of address is duly given.

Section 2. The Parties certify that they are not barred from entering into this Agreement as a result of violations of either Section 33E-3 or Section 33E-4 of the Illinois Criminal Code and that they each have a written sexual harassment policy in place in full compliance with 775 ILCS 5/2-105(A)(4).

XII. Duration

This agreement shall continue in effect indefinitely, until terminated in accordance with its terms or until GISC is dissolved.

XIII. Member Software Usage

Section 1. No Member or Former Member shall:

- (a) Permit any other parties to use, modify, translate, reverse engineer, decompile, disassemble (except to the extent applicable laws specifically prohibit such restriction) or create derivative works based on the software;
- (b) Copy the software, unless part of normal backup procedures;
- (c) Sell, rent, lease, license, give away or grant a security interest in or otherwise transfer rights to the software; or
- (d) Remove any proprietary notices or labels on the software without written permission from the Board.

Section 2. In the event of default, withdrawal or termination of membership of a

Member, that Member may use, under license granted by the Board, any software developed during its membership upon:

- (a) Paying to the Board any unpaid sums due GISC and
- (b) Paying any reasonable costs established by the Board for licensing such software.

XIV. Service Provider

Section 1. For the purposes of this article, the Service Provider is defined as the Service Provider and Secondary Service Provider.

Section 2. The term of any Service Provider shall be as set forth in the Service Provider Agreement.

Section 3. The Board may at any time by a majority vote name a new Service Provider, whose term shall begin at such time as the Board may authorize.

Section 4. A Service Provider's term shall be renewed upon such terms as the Board may approve.

Section 5. The Board may terminate the services of a Service Provider at any time, subject only to the Service Provider agreement.

Section 6. The Board may enter into agreements with more than one Service Provider if it deems it appropriate to do so.

XV. Intellectual Property

Section 1. Members agree that no assignments, licenses, sales, authorization of reuse by others, giveaways, transfer or any other grant of Intellectual Property rights will be made to any third party without written permission from the Board.

Section 2. It is understood that this Agreement does not grant to any Member or any employees, partners or other business associates thereof, any rights in any Intellectual Property or any inherent protectable interests, except those specifically provided by this Agreement.

XVI. Execution of Agreement

This Agreement may be executed in any number of counterparts, each of which shall for all purposes be deemed to be an original; and all such counterparts, or as many of them as GISC and the Members or additional Members shall preserve undestroyed, shall together constitute but one and the same instrument.

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EXHIBIT A

INITIAL MEMBERSHIP DUES FORMULA

Membership Fee = Basis x Allocation

Where: Basis = \$20,000

Allocation = Calculated by Consortium for member based on size, density, and other considerations

Fee Illustration

Allocation	Membership Fee
0%	NA
20%	\$4,000
30%	\$6,000
40%	\$8,000
50%	\$10,000
60%	\$12,000
70%	\$14,000
80%	\$16,000
90%	\$18,000
100%	\$20,000

EXHIBIT B

GIS Consortium Service Provider Contract

IN WITNESS WHEREOF, the undersigned have caused this Agreement for the Creation of a Geographic Information System Consortium to be executed in the Members respective name, and have caused this Agreement for the Creation of a Geographic Information System Consortium to be attested, all by their duly authorized officers and representatives, and have caused the Agreement for the Creation of a Geographic Information System Consortium to be dated this ____ day of, _____ 20___.

_____ of _____

By: _____

Its: _____

ATTEST:

Village/City Clerk

Seal

GIS CONSORTIUM SERVICE PROVIDER CONTRACT

This contract (this “***Contract***”) made and entered into this 1st day of November, 2024 (the “***Effective Date***”), by and between the Village of Lake Zurich, an Illinois municipal corporation (hereinafter referred to as the “***Municipality***”), and Municipal GIS Partners, Incorporated, 701 Lee Street, Suite 1020, Des Plaines, Illinois 60016 (hereinafter referred to as the “***Consultant***”).

WHEREAS, the Municipality is a member of the Geographic Information System Consortium (“***GISC***”);

WHEREAS, the Consultant is a designated service provider for the members of GISC and is responsible for providing the necessary professional staffing resource support services as more fully described herein (the “***Services***”) in connection with the Municipality’s geographical information system (“***GIS***”);

WHEREAS, the Municipality desires to engage the Consultant to provide the Services on the terms set forth herein; and

WHEREAS, the Consultant hereby represents itself to be in compliance with Illinois statutes relating to professional registration applicable to individuals performing the Services hereunder and has the necessary expertise and experience to furnish the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and of the promises hereinafter set forth, it is hereby agreed by and between the Municipality and the Consultant that:

SECTION 1 SCOPE OF SERVICES

1.1 **Statement of Work.** This Contract contains the basic terms and conditions that will govern the overall relationship between the Consultant and the Municipality. The Consultant will provide the Services described in the statement of work attached hereto as ***Attachment 1*** (“***Statement of Work***”), which shall become a part of and subject to this Contract.

1.2 **Supplemental Statements of Work.** Any additional services to be performed by the Consultant may be added to this Contract after the Effective Date by the mutual agreement of the parties, which agreement will be evidenced by mutual execution of a Supplemental Statement of Work which shall also be subject to the terms and conditions set forth in this Contract.

1.3 **Additional Compensation.** If the Consultant wishes to make a claim for additional compensation as a result of action taken by the Municipality, the Consultant shall give written notice of its claim within fifteen (15) days after occurrence of such action. Regardless of the decision of the Municipality Manager relative to a claim submitted by the Consultant, all work required under this Contract as determined by the Municipality Manager shall proceed without interruption.

1.4 Contract Governs. If there is a conflict between the terms of this Contract and the Statement of Work or any Supplemental Statement of Work, unless otherwise specified in such Statement of Work, the terms of this Contract shall supersede the conflicting provisions contained in such Statement of Work.

SECTION 2 PERFORMANCE OF WORK

2.1 All work hereunder shall be performed under the direction of the Village Manager or their designee (hereinafter referred to as the "***Municipality Manager***") in accordance with the terms set forth in this Contract and each relevant Statement of Work.

SECTION 3 RELATIONSHIP OF PARTIES

3.1 Independent Contractor. The Consultant shall at all times be an independent contractor, engaged by the Municipality to perform the Services. Nothing contained herein shall be construed to constitute a partnership, joint venture or agency relationship between the parties.

3.2 Consultant and Employees. Neither the Consultant nor any of its employees shall be considered to be employees of the Municipality for any reason, including but not limited to for purposes of workers' compensation law, Social Security, or any other applicable statute or regulation.

3.3 No Authority to Bind. Unless otherwise agreed to in writing, neither party hereto has the authority to bind the other to any third party or to otherwise act in any way as the representative of the other.

SECTION 4 PAYMENT TO THE CONSULTANT

4.1 Payment Terms. The Municipality agrees to pay the Consultant in accordance with the terms and amounts set forth in the applicable Statement of Work, provided that:

(a) The Consultant shall submit invoices in a format approved by the Municipality.

(b) The Consultant shall maintain records showing actual time devoted to each aspect of the Services performed and cost incurred. The Consultant shall permit the authorized representative of the Municipality to inspect and audit all data and records of the Consultant for work done under this Contract. The Consultant shall make these records available at reasonable times during this Contract period, and for a year after termination of this Contract.

(c) The service rates and projected utilization set forth in the applicable Statement of Work shall adjust each calendar year in accordance with the annual rates approved by the Board of Directors of GISC which shall be reflected in a Supplemental Statement of Work.

(d) Payments to the Consultant shall be made pursuant to the Illinois Local Government Prompt Payment Act (50 ILCS 505/1 et seq.).

(e) The Municipality is a tax-exempt municipality and will provide Consultant with a copy of the Municipality's current sales tax exemption certificate. Consultant shall not charge the Municipality any tax incurred by the Consultant for these Services.

4.2 Service Rates. The fees and/or service rates set forth in the Statement of Work and Supplemental Statement of Work include all applicable federal, state, and local taxes of every kind and nature applicable to the Services as well as all taxes, contributions, and premiums for unemployment insurance, old age or retirement benefits, pensions, annuities, or similar benefits and all costs, royalties and fees arising from the use of, or the incorporation into, the Services, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes, or inventions. All claim or right to claim additional compensation by reason of the payment of any such tax, contribution, premium, costs, royalties, or fees is hereby waived and released by Consultant.

SECTION 5 TERM

5.1 Initial Term. Subject to earlier termination pursuant to the terms of this Contract, the initial term of this Contract shall commence on the Effective Date and remain in effect for fourteen (14) months (the "**Initial Term**").

5.2 Renewal Terms. The Initial Term may be extended for successive one (1) year periods or for any other period as mutually agreed to in writing and set forth in a Supplemental Statement of Work executed by both parties (each, a "**Renewal Term**").

5.3 Status of this Contract. The expiration of the Initial Term or a Renewal Term shall not terminate or affect the obligations of the Parties to each other under any existing Statement of Work or Supplemental Statement of Work issued pursuant to this Contract, and such Statement of Work or Supplemental Statement of Work shall continue in full force and effect and shall continue to be governed by the terms of this Contract until the expiration or completion of such Statement of Work or Supplement Statement of Work or until such Statement of Work or Supplemental Statement of Work is itself terminated pursuant to this Contract.

SECTION 6 TERMINATION OF CONTRACT

6.1 Voluntary Termination. Notwithstanding any other provision hereof, (a) the Municipality may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work during the Initial Term or any Renewal Term, with or without cause, at any time upon ninety (90) calendar days prior written notice to the Consultant.; (b) the Consultant may terminate this Contract, any Statement of Work, or any Supplemental Statement of Work, with or without cause, at any time upon one hundred eighty (180) calendar days prior written notice to the Municipality; or (c) following the expiration of the Term of this Agreement, and notwithstanding Section 5.3 of this Agreement, either Party may terminate any Statement of Work or any

Supplemental Statement of Work, with or without cause, upon thirty (30) calendar days prior written notice to the other Party.

6.2 Termination for Breach. Either party may terminate this Contract upon written notice to the other party following a material breach of a material provision of this Contract by the other party if the breaching party does not cure such breach within fifteen (15) days of receipt of written notice of such breach from the non-breaching party.

6.3 Payment for Services Rendered. In the event that this Contract is terminated in accordance with this Section 6, the Consultant shall be paid for services actually performed and reimbursable expenses actually incurred.

6.4 Effect of Termination. Termination of any Statement of Work or Supplemental Statement of Work will have no effect on this Contract. Termination of this Contract will serve to immediately terminate all open Statements of Work and Supplemental Statements of Work, absent a written agreement between the parties otherwise. Termination or expiration of this Contract, any Statement of Work, or any Supplemental Statement of Work will not affect any right or obligation of a party that comes into effect before, upon, or after such termination or expiration, or otherwise survives such termination or expiration, which was incurred by such party prior to such termination or expiration.

SECTION 7 CONSULTANT PERSONNEL AND SUBCONTRACTORS

7.1 Adequate Staffing. The Consultant must assign and maintain during the term of this Contract and any renewal thereof, an adequate staff of competent employees, agents, or subcontractors ("Consultant Personnel") that is fully equipped, licensed as appropriate and qualified to perform the Services as required by the Statement of Work or Supplemental Statement of Work.

7.2 Availability of Personnel. The Consultant shall notify the Municipality as soon as practicable prior to terminating the employment of, reassigning, or receiving notice of the resignation of, any Consultant Personnel assigned to provide the Municipality with the Services. The Consultant shall have no claim for damages and shall not bill the Municipality for additional time and materials charges as the result of any portion of the Services which must be duplicated or redone due to such termination or for any delay or extension of the time of performance as a result of any such termination, reassigning, or resignation.

7.3 Use of Subcontractors. The Consultant's use of any subcontractor or subcontract to perform the Services shall not relieve the Consultant of full responsibility and liability for the provision, performance, and completion of the Services as required by this Contract. All Services performed under any subcontract shall be subject to all of the provisions of this Contract in the same manner as if performed by employees of the Consultant. Consultant shall be fully responsible and assumes liability for the acts and omissions of all subcontractors directly or indirectly employed by, or working at the direction of, the Consultant in the performance of the Services.

7.4 Removal of Personnel and Subcontractors. Municipality may, upon written notice to Consultant, request that any Consultant Personnel be removed or replaced. Consultant shall

promptly endeavor to replace such Consultant Personnel and Municipality shall have no claim for damages for a delay or extension of the applicable Statement of Work as a result of any such removal or replacement.

7.5 Non-Solicitation of Consultant Employees. The Municipality agrees that during the term of this Contract and for a period of one (1) year thereafter, it shall not, directly or indirectly, through any other person, firm, corporation or other entity, solicit, induce, encourage or attempt to induce or encourage any employee of the Consultant to terminate his or her employment with the Consultant or to breach any other obligation to the Consultant. The Municipality acknowledges that the aforementioned restrictive covenant contained in this Section is reasonable and properly required for the adequate protection of the Consultant's business.

SECTION 8 **ACCOMMODATION OF CONSULTANT PERSONNEL; MUNICIPAL FACILITIES**

8.1 Facilities, Equipment, and Records. The Municipality shall provide the Consultant with adequate and safe office space, furnishings, records, hardware, software and connectivity to fulfill the objectives of the GIS program including, without limitation, the following:

- (a) Office space for the Consultant's Personnel. This space should effectively and securely house all required GIS systems, peripherals and support tools. This space must be available during normal business hours;
- (b) Furnishings including adequate desk(s), shelving, and seating for the Consultant's Personnel;
- (c) Hardware, software, peripherals, internet access, and network connectivity meeting current minimum technical standards, as determined by Consultant from time to time, to perform the program objectives efficiently; and
- (d) Any Municipality data or record which is necessary for carrying out the work as outlined in the Contract, Statement of Work or Supplemental Statement of Work.

8.2 Backup and Recovery Systems. The Municipality shall be responsible for installing, operating and monitoring the backup and recovery systems for all the Municipality's GIS assets that permit the Consultant to continue Services within a reasonable period of time following a disaster or outage. The Consultant shall be responsible for installing, operating and monitoring the backup and recovery systems for all Consultant's assets that permit the Municipality to continue accessing the GISC Materials and Services within a reasonable period of time following a disaster or outage.

8.3 Right of Entry; Limited Access. Consultant's Personnel performing Services shall be permitted to enter upon the Municipality's property in connection with the performance of the Services, subject to those rules established by the Municipality. Consent to enter upon a Municipality's facility given by the Municipality shall not create, nor be deemed to imply, the creation of any additional responsibilities on the part of the Municipality. Consultant's Personnel shall have the right to use only those facilities of the Municipality that are necessary to perform the Services and shall have no right to access any other facilities of the Municipality.

8.4 Compliance with Law. The Municipality shall comply with all applicable local, state, and federal laws including those pertaining to safety, harassment, and discrimination.

SECTION 9 CONFIDENTIAL INFORMATION; INTELLECTUAL PROPERTY; FOIA

9.1 Municipal Materials. The Consultant acknowledges and agrees that all trademarks, service marks, logos, tradenames and images provided by or on behalf of the Municipality to the Consultant for use in performing the Services and the GIS database (including files created from the database) created by Consultant hereunder (the "***Municipal Materials***") are the sole and exclusive property of the Municipality. The Consultant acknowledges that this Contract is not a license to use the Municipal Materials except as needed to perform the Services hereunder.

9.2 Third-Party Materials. If applicable, to the extent the Consultant has agreed to obtain and/or license Third-Party Materials on behalf of Municipality, the Consultant shall obtain a license for Municipality to use the Third-Party Materials as part of the Services for the purpose specified in the applicable Statement of Work. "***Third-Party Materials***" shall include, but are not limited to, computer software, script or programming code or other materials owned by third parties and/or any software available from third parties, that is licensed by Consultant for the benefit of the Municipality.

9.3 GISC Materials. It is expressly understood that, excluding the Municipal Materials and Third-Party Materials, all members of GISC and the Consultant may use or share in any improvements or modifications incorporated into any computer software (in object code and source code form), script or programming code used or developed by the Consultant in providing Services hereunder (the "***GISC Materials***").

(a) The Consultant hereby grants the Municipality a limited, personal, nontransferable, non-exclusive license to use the GISC Materials solely for the purpose of and in connection with the Municipality's GIS. Upon expiration or termination of this Contract, or at such time the Municipality is no longer a member of GISC or in breach of its obligations hereunder, the Municipality shall not be entitled to or granted a license in future enhancements, improvements or modifications in the GISC Materials. The Municipality may grant a sublicense to a third party that the Municipality engages to maintain or update the GISC Materials in connection with the Municipality's GIS; provided that such third party agrees in writing to be bound by the license restrictions set forth in this Contract.

(b) The Municipality acknowledges that the Consultant is in the business of providing staffing resource support services and that the Consultant shall have the right to provide services and deliverables to third parties that are the same or similar to the services that are to be rendered under this Contract, and to use or otherwise exploit any GISC Materials in providing such services.

9.4 Confidential Information. In the performance of this Contract, the Consultant may have access to or receive certain information in the possession of the Municipality that is not generally known to members of the public ("***Confidential Information***"). The Consultant acknowledges that Confidential Information includes, but is not limited to, proprietary

information, copyrighted material, educational records, employee data, financial information, information relating to health records, resident account information, and other information of a personal nature. Consultant shall not use or disclose any Confidential Information without the prior written consent of the Municipality. Consultant will use appropriate administrative, technical and physical safeguards to prevent the improper use or disclosure of any Confidential Information received from or on behalf of the Municipality. Upon the expiration or termination of this Contract, Consultant shall promptly cease using and shall return or destroy (and certify in writing destruction of) all Confidential Information furnished by the Municipality along with all copies thereof in its possession including copies stored in any computer memory or storage medium. The term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of a breach of this Contract by the Consultant; (b) was in the Consultant's or Consultant Personnel's possession on a non-confidential basis from any source other than the Municipality, which source, to the knowledge of the Consultant, is entitled to disclose such information without breach of any obligation of confidentiality; (c) is independently developed by the Consultant without the use of or reference to, in whole or in part, any Confidential Information; (d) required to be disclosed pursuant to a court order issued by a court having jurisdiction thereof (subject to Section 9.5); or (e) information subject to disclosure under FOIA (as defined below in Section 9.6). For avoidance of doubt, it is agreed that the GISC Materials shall not be considered Confidential Information.

9.5 Dissemination of Confidential Information. Unless directed by the Municipality, Consultant shall not disseminate any Confidential Information. If Consultant is presented with a request for documents by any administrative agency or with a subpoena *duces tecum* regarding any Confidential Information which may be in Consultant's possession as a result of Services provided under this Contract, unless prohibited by law, Consultant shall immediately give notice to the Municipality with the understanding that the Municipality shall have the opportunity to contest such process by any means available to it prior to submission of any documents to a court or other third party. Consultant shall not be obligated to withhold delivery of documents beyond the time ordered by a court of law or administrative agency, unless the request for production or subpoena is quashed or withdrawn, or the time to produce is otherwise extended. Consultant shall cause its personnel, staff and subcontractors, if any, to undertake the same obligations regarding confidentiality and dissemination of information as agreed to by Consultant under this Contract.

9.6 Freedom of Information Act Requests. Within four (4) business days after the Municipality's Notice to the Consultant of the Municipality's receipt of a request made pursuant to the Illinois Freedom of Information Act (ILCS 140/1 et seq. – herein "FOIA"), the Consultant shall furnish all requested records in the Consultant's possession which are in any manner related to this Contract or the Consultant's performance of the Services, including but not limited to any documentation related to the Municipality and associated therewith. The Consultant shall not apply any costs or charge any fees to the Municipality or any other person, firm or corporation for its procurement and retrieval of such records in the Consultant's possession which are sought to be copied or reviewed in accordance with such FOIA request or requests. The Consultant shall defend, indemnify and hold harmless the Municipality including its several departments and including its officers and employees and shall pay all of the Consultant's Costs associated with such FOIA request or requests including Costs arising from the Consultant's failure or alleged failure to timely furnish such documentation and/or arising from the Consultant's failure or alleged failure otherwise to comply with the FOIA, whether or not associated with the Consultant's and/or

the Municipality's defense of any litigation associated therewith. In addition, if the Consultant requests the Municipality to deny the FOIA request or any portion thereof by utilizing one or more of the lawful exemptions provided for in the FOIA, the Consultant shall pay all Costs in connection therewith. As used herein, "in the Consultant's possession" includes documents in the possession of any of the Consultant's officers, agents, employees and/or independent contractors; and "Costs" includes but is not limited to attorneys' fees, witness fees, filing fees and any and all other expenses — whether incurred by the Municipality or the Consultant.

9.7 News Releases. The Consultant may not issue any news releases without prior approval from the Municipality Manager nor will the Consultant make public proposals developed under this Contract without prior written approval from the Municipality Manager.

9.8 Survive Termination. The provisions of Section 9.1 and 9.4 through and including 9.8 shall survive the termination of this Contract.

SECTION 10 LIMITATION OF LIABILITY

10.1 THE REPRESENTATIONS SET FORTH IN THIS CONTRACT ARE EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ARISING FROM TRADE USAGE, COURSE OF DEALING OR COURSE OF PERFORMANCE. UNDER NO CIRCUMSTANCES SHALL EITHER THE CONSULTANT OR THE MUNICIPALITY BE LIABLE TO THE OTHER FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES, INCLUDING LOST SALES OR PROFITS, IN CONNECTION WITH THIS CONTRACT, EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

SECTION 11 CONSULTANT WARRANTY; INDEMNIFICATION; INSURANCE

11.1 Warranty of Services. The Consultant warrants that the Services shall be performed in accordance with industry standards of professional practice, care, and diligence practiced by recognized consulting firms in performing services of a similar nature in existence at the time of the Effective Date.

11.2 Indemnification. The Consultant shall indemnify and save harmless the Municipality and its officers, employees, and agents from and against any and all loss, liability and damages of whatever nature, including Workmen's Compensation claims by Consultant's employees, in any way resulting from or arising out of the intentional, willful and wanton, negligent and/or gross negligent actions or omissions of the Consultant, the Consultant's employees and agents.

11.3 Insurance. The Consultant must procure and maintain, for the duration of this Contract, insurance as provided in *Attachment 2* to this Contract.

11.4 No Personal Liability No official, director, officer, agent, or employee of any party shall be charged personally or held contractually liable by or to the other party under any term or provision of this Contract or because of its or their execution, approval or attempted execution of this Contract.

SECTION 12 GENERAL PROVISIONS

12.1 Equal Employment Opportunity Clause. In the event of the Consultant's non-compliance with the provisions of this Section 12.1 or the Illinois Human Rights Act, 775 ILCS 5/1-101, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Act"), the Consultant may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Contract may be cancelled or voided in whole or in part, and other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Contract, the Consultant agrees as follows:

- (a) The Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service; and, further, the Consultant will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- (b) That, if the Consultant hires additional employees in order to perform this Contract or any portion of this Contract, the Consultant will determine the availability (in accordance with 44 Ill. Admin. C. 750.5, *et seq.*, as it may be amended from time to time, and any successor thereto (the "Applicable Regulations")) of minorities and women in the areas from which the Consultant may reasonably recruit and the Consultant will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- (c) That, in all solicitations or advertisements for employees placed by the Consultant or on the Consultant's behalf, the Consultant will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, order of protection status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, military status or an unfavorable discharge from military service.
- (d) That the Consultant will send to each labor organization or representative of workers with which the Consultant has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the Consultant's obligations under the Act and the Applicable Regulations. If any labor organization or representative fails or refuses to cooperate with the Consultant in the Consultant's efforts to comply with the Act and the Applicable Regulations, the Consultant will promptly notify the Illinois Department of Human Rights (the "Department") and the Municipality and will recruit employees from other sources when necessary to fulfill its obligations under the Contract.

(e) That the Consultant will submit reports as required by the Applicable Regulations, furnish all relevant information as may from time to time be requested by the Department or the Municipality, and in all respects comply with the Act and the Applicable Regulations.

(f) That the Consultant will permit access to all relevant books, records, accounts and work sites by personnel of the Municipality and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.

(g) That the Consultant will include verbatim or by reference the provisions of this Section 12.1 in every subcontract awarded under which any portion of the Contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this Contract, the Consultant will be liable for compliance with applicable provisions of this Section 12.1 by subcontractors; and further the Consultant will promptly notify the Municipality and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the Consultant will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

12.2 No Collusion. The Consultant represents and certifies that the Consultant is not barred from contracting with a unit of state or local government as a result of (i) a delinquency in the payment of any tax administered by the Illinois Department of Revenue unless the Consultant is contesting, in accordance with the procedures established by the appropriate revenue act, its liability for the tax or the amount of the tax, as set forth in Section 11-42.1-1 *et seq.* of the Illinois Municipal Code, 65 ILCS 5/11-42.1-1 *et seq.*; or (ii) a violation of either Section 33E-3 or Section 33E-4 of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1 *et seq.*

12.3 Sexual Harassment Policy. The Consultant certifies that it has a written sexual harassment policy in full compliance with Section 2-105(A)(4) of the Illinois Human Rights Act, 775 ILCS 5/2-105(A)(4).

12.4 Compliance with Laws and Grants. Consultant shall give all notices, pay all fees, and take all other action that may be necessary to ensure that the Services are provided, performed, and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing, and completing the Services, and with all applicable statutes, ordinances, rules, and regulations, including without limitation the Fair Labor Standards Act; any statutes regarding qualification to do business; any statutes prohibiting discrimination because of, or requiring affirmative action based on, race, creed, color, national origin, age, sex, or other prohibited classification, including, without limitation, the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 *et seq.*, and the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq.* Consultant shall also comply with all conditions of any federal, state, or local grant received by Municipality or Consultant with respect to this Contract or the Services.

12.5 Assignments and Successors. This Contract and each and every portion thereof shall be binding upon the successors and the assigns of the parties hereto; provided, however, that

no assignment, delegation or subcontracting shall be made without the prior written consent of the Municipality.

12.6 Severability. The parties intend and agree that, if any paragraph, subparagraph, phrase, clause, or other provision of this Contract, or any portion thereof, shall be held to be void or otherwise unenforceable, all other portions of this Contract shall remain in full force and effect.

12.7 Third Party Beneficiary. No claim as a third party beneficiary under this Contract by any person, firm, or corporation other than the Consultant shall be made or be valid against the Municipality.

12.8 Waiver. No waiver of any provision of this Contract shall be deemed to or constitute a waiver of any other provision of this Contract (whether or not similar) nor shall any such waiver be deemed to or constitute a continuing waiver unless otherwise expressly provided in this Contract.

12.9 Governing Laws. This Contract shall be interpreted according to the internal laws, but not the conflict of laws rules, of the State of Illinois. Venue shall reside in Cook County, Illinois.

12.10 Headings. The headings of the several paragraphs of this Contract are inserted only as a matter of convenience and for reference and in no way are they intended to define, limit, or describe the scope of intent of any provision of this Contract, nor shall they be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

12.11 Modification or Amendment. This Contract constitutes the entire Contract of the parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written amendment or Supplemental Statement of Work duly executed by the parties. Each party agrees that no representations or warranties shall be binding upon the other party unless expressed in writing herein or in a duly executed amendment hereof.

12.12 Attachments. Attachments 1 and 2 are attached hereto, and by this reference incorporated in and made a part of this Contract. In the event of a conflict between any Attachment and the text of this Contract, the text of this Contract shall control.

12.13 Rights Cumulative. Unless expressly provided to the contrary in this Contract, each and every one of the rights, remedies, and benefits provided by this Contract shall be cumulative and shall not be exclusive of any other such rights, remedies, and benefits allowed by law.

12.14 Good Faith Negotiation. Before commencing any legal action, the parties agree to enter into good faith negotiations to resolve any controversy, claim, or dispute ("Dispute"). Such good faith negotiations shall commence promptly upon a party's receipt of notice of any Dispute from the other party and continue for a period of fourteen (14) days or any period of time as mutually agreed upon.

12.15 Notices. All notices, reports and documents required under this Contract shall be in writing (including prepaid overnight courier, electronic transmission or similar writing) and shall

be given to such party at its address or e-mail address set forth below, or at such other address or e-mail address as such party may hereafter specify from time to time. Each such notice shall be effective (i) if given by first class mail or prepaid overnight courier, when received, or (ii) if sent to an e-mail address, upon the sender's receipt of an acknowledgment from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgment).

If to Municipality: Village of Lake Zurich
 70 East Main Street
 Lake Zurich, IL 60047
 Attention: Ray Keller
 E-mail: Ray.Keller@LakeZurich.org

If to Consultant: Municipal GIS Partners, Incorporated
 701 Lee Street, Suite 1020
 Des Plaines, IL 60016
 Attention: Thomas Thomey
 E-mail: tthomey@mgpinc.com

12.16 Force Majeure. No party to this Contract shall be responsible or liable for, or deemed in breach hereof because of, any delay in the performance of its respective obligations under this Contract to the extent that such delay is due substantially to circumstances beyond the party's reasonable control and without the fault or negligence of the party experiencing such delay. Such circumstances may include, but are not limited to, any act of God, fire or other casualty, epidemic, quarantine, "stay home" or similar order, strike or labor dispute, embargo, war or violence, act of terrorism, or any law, order, proclamation, ordinance, demand, requirement, action or inaction of any national, state, provincial, local, or other government or governmental agency (each, a "**Force Majeure**"). Upon the occurrence of a Force Majeure, the party experiencing the Force Majeure shall notify the other party in writing immediately following such Force Majeure, but in no case later than three (3) business days after such party becomes aware of the occurrence of the Force Majeure. The written notification shall provide a reasonably detailed explanation of the Force Majeure.

12.17 Counterpart Execution. This Contract, Statement of Work or any Supplemental Statement of Work may be executed in several counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

12.18 Tort Immunity Defenses. Nothing contained in the Contract is intended to constitute, and nothing in the Contract will constitute, a waiver of the rights, defenses, and immunities provided or available to the Municipality under the Local Governmental and Governmental Employees Tort Immunity Act, 745 ILCS 10 et seq. or any other applicable State law.

[REMAINDER INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have placed their hands and seals hereto as of the date first above written.

ATTEST:

Village of Lake Zurich

By: _____
Name: _____
Its: _____

By: _____
Name: _____
Its: _____

ATTEST:

**CONSULTANT: MUNICIPAL GIS
PARTNERS, INCORPORATED**

By: Donna J. Thomey
Name: Donna Thomey
Its: Management Support Specialist

By: Thomas A. Thomey
Name: Thomas A. Thomey
Its: President

Attachment 1

**Statement of Work
to
GIS Consortium Service Provider Contract**

(see attached)

Attachment 2

**Insurance
to
GIS Consortium Service Provider Contract**

(see attached)



At the Heart of Community

COMMUNITY SERVICES DEPARTMENT
505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: September 30, 2024

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Emergency Replacement of Water Service Line and Sanitary Main Point Repair on East Main Street.**

AGENDA ITEM
7b

Issue: While conducting the Village's annual utility inspection program, staff identified a failure in the sanitary sewer main, and a leaking water service under the roadway on East Main Street.

In addition, the water service was identified to be lead materials therefore full replacement of the service is required per Illinois Environmental Protection Agency Standards (IEPA).

Background: In preparation of FY 2025 infrastructure improvement program, the Village's underground utilities are televised and inspected to identify any issues that would need to be addressed prior to the project.

The Village's televising contractor identified a significant amount of water infiltration in a failed section of sanitary main underneath East Main Street.

Through leak detection, staff was able to identify the source of the infiltration to the water service at 116 East Main Street between the main and the buffalo box which falls underneath the Village's area of responsibility.

Analysis: Due to the complexity involving other underground utilities, and the Village's sanitary force main adjacent to the water service, staff has contracted with Pirtano Construction to perform the excavation and repairs.

In an effort to minimize costs, Public Works will complete the roadway restoration and any concrete repairs associated with the repair.

In addition, the repairs will require the closure of East Main Street from Church Street west to Route 22 on Tuesday October 1st through Friday October 4th.

Recommendation: Approve the expenditures for the repairs/replacement of the utilities by Pirtano Construction in an amount not to exceed \$65,480.00

Attachments:

Engineers Opinion of Probable Costs (EOPC)

Not to exceed Estimate of Probable Cause for Emergency Water Service and Sanitary Main Repair Work					
	Item	Quantity	Unit	Not to Exceed Cost	Total
Pirtano	Water Service Long	1	Each	\$5,083.76	\$5,083.76
	Water Service Private	1	Each	\$11,815.72	\$11,815.72
	Valve Box	1	Each	\$1,238.16	\$1,238.16
	Sanitary Sewer Main Removal and Replacement	10	LF	\$313.94	\$3,139.40
	Trench Backfill (CA-7)	142	CY	\$83.60	\$11,889.78
	Vac Truck Potholing	18	hours	\$900.00	\$16,200.00
	Pavement Removal	80	SY	\$40.00	\$3,200.00
	Saw Cutting Pavement (Cobra Saw Cutting)	1	L Sum	\$1,000.00	\$1,000.00
	Dewatering	1	L Sum	\$1,000.00	\$1,000.00
			Pirtano's Cost	Subtotal	\$54,566.82
				Contingency (20%)	\$65,480.18