



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

**December 2, 2024**  
**07:00 pm**

# VILLAGE OF LAKE ZURICH

## VILLAGE BOARD OF TRUSTEES MEETING

**DECEMBER 2, 2024**

**07:00 PM**

### **AGENDA**

**1. CALL TO ORDER**

**2. ROLL CALL**

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

**3. PLEDGE OF ALLEGIANCE**

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

- Lake Zurich Green Business Award for Alpha Tekniko

**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. PUBLIC HEARING ON CONSIDERATION OF PROPOSED VILLAGE OF LAKE ZURICH ANNUAL BUDGET FOR FISCAL YEAR 2025 (Mayor Poynton)**

**Summary:** This is a public hearing for the proposed annual budget for the Village of Lake Zurich's 2025 fiscal year, which will run January 1 through December 31, 2025. This public hearing was noticed in the Daily Herald on November 22, 2024, on the front of the Village website, and in Benchmarks and Facebook. The proposed 2025 budget totals \$91.2 million to fund a full-service municipality with 167 full-time employees.

The Village enjoys a stable financial position. This FY 2025 budget is presented as a balanced operational plan for the next year with a projected operating surplus of just under \$4,000 for the General Fund. This spending plan strikes a balance between maintaining high-quality municipal services and infrastructure investment.

The 2025 budget plan includes \$55.5 million for municipal operations, including \$10 million for engineering design relating to the Lake Michigan public water supply transition. The 2025 budget also includes another \$20 million for infrastructure investment across all funds, including improvements at Paulus and Breezewald Parks, sports courts, bike paths, enhanced crosswalks, water main replacement and lining the sanitary sewer under Buffalo Creek. The FY 2025 road program includes resurfacing Whitney Road and Lake Zurich Drive, as well as a major resurfacing and streetscaping project along Main Street.

A copy of the proposed budget has been available for public review at Village Hall, Ela Area Public Library, and on the Village website since November 5, 2024. All interested persons are invited to attend this public hearing and provide feedback to the Village Board on the proposed budget.

**Recommended Action #1:** A motion to open the Public Hearing on the Fiscal Year 2025 Village Budget and receive into the record public comments. *Voice Vote.*

**Recommended Action #2:** A motion to close the Public Hearing on the Fiscal Year 2025 Village Budget. *Voice Vote.*

Attachment: [6.pdf](#)

**7. 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 November 18, 2024**

Attachment: [7a.pdf](#)



**B. Approval of Executive Session Minutes from the Village Board Meeting of October 21, 2024**

**C. Approval of Semi-Monthly Warrant Register Dated December 2, 2024 Totaling \$931,346.24**

Attachment: [7c.pdf](#)

**D. Annual Village of Lake Zurich Meeting Schedule for 2025**

**Summary:** Each year the Village Board approves the annual schedule of meetings for the following calendar year. Upon approval, the schedule for Lake Zurich public bodies and advisory commissions will be published accordingly to fulfil the State of Illinois Open Meetings Act requirements.

Attachment: [7d.pdf](#)

**E. Ordinance Granting a Variation to Allow for the Construction of a Porch Within the Front Yard and a 2-Car Garage Within the Side Yard at 36 Park Avenue (Assign Ord. #2024-12-595)**

**Summary:** Mr. Richard Balnius, the owner and applicant, has filed a zoning application for the property at 36 Park Avenue requesting a variation to allow a covered porch that will encroach within the required 25-foot front yard setback and an attached garage that will encroach into the required 5.25-foot side yard setback requirement under the current R-5 Zoning.

Attachment: [7e.pdf](#)

**F. Ordinance Amending Title 8 of the Lake Zurich Municipal Code Entitled Lake Zurich Building Code and Adopting Various Amendments Revisions and Changes to Certain Chapters of the Code (Assign Ord. #2024-12-596)**

**Summary:** The Capital Development Board Act requires that as of January 1, 2025, all Illinois municipalities adopt new baseline codes. The proposed updates to building regulations will allow the Village to remain current with industry standards and best practices. Staff recommend adopting the 2018 baseline building codes and local amendments to stay consistent with those adopted and enforced by Lake County, since they provide the Village with plan review and inspection services.

Attachment: [7f.pdf](#)

**G. Affiliate Agreements Between the Village of Lake Zurich and Ela Soccer, Flames Football Organization and Lake Zurich Baseball & Softball Association through December 31, 2027**

**Summary:** Ela Soccer, the Lake Zurich Flames football organization and the Lake Zurich Baseball and Softball Association requests to renew affiliate agreements with the Village of Lake Zurich to facilitate the use of Village owned properties. The Park and Recreation Advisory Board recommends the acceptance and execution of affiliate agreements with Ela Soccer, Lake Zurich Flames, and Lake Zurich Baseball and Softball Association through December 31, 2027.

Attachment: [7g.pdf](#)

**H. Affiliate Agreement Between the Village of Lake Zurich and Lake Zurich Youth Rugby through December 31, 2027**

**Summary:** Lake Zurich Youth Rugby requests to establish an affiliate agreement with the Village of Lake Zurich to facilitate the use of Village owned properties. This agreement is consistent with other affiliate agreements to provide instructional and competitive recreation opportunities for youth. The Park and Recreation Advisory Board recommends the acceptance and execution of an Affiliate Agreement with Lake Zurich Youth Rugby through December 31, 2027.

Attachment: [7h.pdf](#)

**I. Agreement for Auditing Services with Baker Tilly US, LLP for Financial Periods of 2024 through 2028**

**Summary:** The Village is required to have an annual audit of financial statements and has issued a request for proposal (RFP) for auditing firms to provide these services for the next five years. The RFP was sent to seven audit firms with governmental units, with two proposals received. After a review of the proposals, staff recommends the Village enter a five-year engagement with Baker Tilly US, LLP for fiscal years 2024 through 2028.

Attachment: [7i.pdf](#)

## 8. NEW BUSINESS

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

### A. Ordinance Adopting the Annual Budget of the Village of Lake Zurich for All Corporate Purposes for the Fiscal Year Commencing January 1, 2025 and Ending December 31, 2025 (Assign Ord.#2024-12-597) (Trustee Riley)

**Summary:** The proposed Fiscal Year 2025 budget is presented as a balanced operational plan for the next year, totaling \$91.2 million across all funds to provide municipal services and infrastructure investment in the Village of Lake Zurich over the next year. The General Fund, the Village's primary operational fund, is presented as a balanced plan for the next year with a projected operating surplus of just under \$4,000.

The budget authorizes 167 full-time positions and \$55.5 million for municipal operations, including \$10 million for the Lake Michigan public water supply transition. The budget includes a substantial capital program, with over \$20 million for infrastructure investment and equipment replacements in the coming year. The budget reflects the adoption of the half-percent increase to the Non-Home Rules Sales Tax, effective January 1, 2025, which will be dedicated to the Lake Michigan project.

2025 Fiscal Year Budget

**Recommended Action:** A motion to approved Ordinance #2024-12-597 Adopting the Annual Budget of the Village of Lake Zurich for All Corporate Purposes for the Fiscal Year Commencing January 1, 2025 and ending December 31, 2025.

Attachment: [8a.pdf](#)

### B. Ordinance Amending Title 13 "Comprehensive Fee Schedule" of the Village of Lake Zurich Municipal Code to Amend Fees Related to the Costs of Municipal Services (Assign Ord. #2024-12-598) (Trustee Riley)

**Summary:** In 2018, Title 13 was added to the Lake Zurich Village Code as a Comprehensive Fee Schedule to provide a single convenient location for a list of all fees and fines that have been codified into the Village Code over several decades. The amended schedule will update certain fees and fines for administrative adjudication, business regulation, public health and safety, traffic codes, public ways and property, building regulations, zoning, and land development fees. The new fees will take effect January 1, 2025.

The ordinance also amends Section 7-5-21, reducing the scheduled increases to the water rate for financing the Lake Michigan project. This change reflects the dedication of the non-home rule sales tax increase toward financing the project. The Lake Michigan user rate increase for 2025 is reduced from \$6.00 to \$4.50 per 1000 gallons, with the scheduled increases in 2026-2028 reduced as well.

**Recommended Action:** A motion to approved Ordinance #2024-12-598 Amending Title 13 "Comprehensive Fee Schedule" of the Village of Lake Zurich Municipal Code to Amend Fees Related to the Costs of Municipal Services.

Attachment: [8b.pdf](#)

### C. Ordinance Amending Section 4-1A-10 of the Lake Zurich Municipal Code Increasing Fees for Ambulance Services (Assign Ord. #2024-12-599) (Trustee Euker)

**Summary:** The proposed Ordinance updates the billing rate for the Village's provision of ambulance transport services. The Village last updated its ambulance rate in 2017, which no longer reflects the current cost of providing this service. The provided ordinance updates the ambulance rate to \$2,673 for both residents and non-residents, effective January 1, 2025.

This rate is based on the methodology of the Ground Emergency Medical Transport Program (GEMT), a federal Medicaid program that allows municipalities to receive additional reimbursement for ambulance services. EMS departments across the state are now using the GEMT methodology to set their own rates to more accurately reflect the actual costs of providing this service. The ordinance establishes that future years' ambulance rates will automatically follow the GEMT methodology, which is reviewed and approved annually by the Illinois Department of Healthcare Services.

**Recommended Action:** A motion to approved Ordinance #2024-12-599 amending Section 4-1A-10B of the Lake Zurich Municipal Code, Charges for Ambulance Transportation and Paramedical services.

Attachment: [8c.pdf](#)

## 9. TRUSTEE REPORTS

**10. VILLAGE STAFF REPORTS**

**11. EXCEUTIVE SESSION called for the purpose of:**

- 5 ILCS 120 / 2 (c)(21) review of executive session minutes
- 5 ILCS 120 / 2 (c)(11) current litigation

**12. ADJOURNMENT**

The next regularly scheduled Village Board meeting is on Monday, December 16, 2024.



*At the Heart of Community*

Village Clerk's Office

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

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### **NOTICE OF PUBLIC HEARING ON TENTATIVE ANNUAL BUDGET**

Notice is hereby given that there will be a public hearing on the Village's tentative annual budget for fiscal year January 1, 2025 through December 31, 2025 on December 2, 2024. This public hearing will be held at 7 pm at Village Hall, 70 East Main Street, Lake Zurich, IL, in accordance with the Illinois Statutes for the purpose of obtaining public comment.

#### AGENDA

1. Call to Order and Roll Call
2. Public Comment
3. Public hearing on proposed annual budget FY 25
4. Consideration of proposed annual budget FY 25
5. Adjournment

A copy of the tentative annual budget is on file with the Village Clerk and may be viewed via the village website at [LakeZurich.org](http://LakeZurich.org) or inspected by interested persons in the office of the Village Clerk at Village Hall during regular business hours. All persons are invited to attend the public hearing and be heard.

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Kathleen Johnson, Village Clerk

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



**Monday, November 18, 2024 7:00 p.m.**

1. **CALL TO ORDER** by Village Manager Ray Keller at 7.00pm.  
**ROLL CALL:** Trustee Mary Beth Euker, Trustee Jake Marx, Trustee William Riley, Trustee Marc Spacone, Trustee Roger Sugrue, Trustee Greg Weider. Mayor Thomas Poynton was absent and excused. Also in attendance: Village Manager Ray Keller, Asst. Village Manager Michael Duebner, Village Atty. Scott Uhler, Finance Dir. Amy Sparkowski, Management Services Dir. Kyle Kordell, Police Chief Steve Husak, Dir. Of Community Development Sarosh Saher, Public Works Dir. Mike Brown.  
V.M. Ray Keller proposed a motion to appoint Trustee Spacone as the meeting chairperson. Trustee Weider made the motion, seconded by Trustee Euker, to appoint Trustee Spacone as chairperson.  
AYES: 6 Trustees Euker, Marx, Riley, Spacone, Sugrue, Weider.  
NAYS: 0  
ABSENT: 0  
MOTION CARRIED.
3. **PLEDGE OF ALLEGIENCE**
4. **PRESIDENT'S REPORT / COMMUNITY UPDATE**  
There was no report.
5. **PUBLIC COMMENT**  
Katie Rylko, 272 W. Main St., addressed the Board and read a letter from her neighbor regarding traffic situations and accidents at W. Main St and Robertson Rd. The neighbor is against a commercial building. Ms. Rylko stated that she echoed her neighbor's comments.  
Tom Rylko, 272 W. Main St., addressed the Board regarding the possible child care center at W. Main St and Robertson Rd. He stated that the school bus stop is at that location as buses cannot go down Robertson since the street is too narrow. Removal of trees would increase noise from Rt 22 and there would be light pollution. It is not an appropriate business for that location.  
Judi Thode, 52 Robertson Rd, addressed the Board reading a letter from her neighbor which cited traffic and pedestrians being endangered.  
Debbie Lind, 5 Ironwood Ct., addressed the Board regarding the narrow road and not a good choice for that lot.  
Renata Kipnis, 119 Robertson Rd, addressed the Board, she echoed the previous comments.

Village of Lake Zurich Board of Trustees Regular Meeting, Monday November 18<sup>th</sup> 2024. 2

Jenna Phillips, 3 Ironwood Ct., addressed the Board echoing the comments from previous speakers.

**6. CONSENT AGENDA**

- A. Approval of Minutes from the Village Board Meeting of November 4, 2024**
- B. Approval of Semi-Monthly Warrant Register Dated November 18, 2024, Totaling \$1,730,380.77**

**Recommended Action:** A motion was made by Riley, seconded by Trustee Marx, to approve the Consent Agenda as presented.

AYES: 6 Trustees Euker, Marx, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 0

MOTION CARRIED.

**7. NEW BUSINESS**

**A. Courtesy Review for Proposed Daycare Learning Center at 290 W Main Street**

**Summary:** The Bradford Real Estate Companies requests a Courtesy Review with the Village Board to consider a day care learning center at 290 West Main Street. The proposed BrightPath early learning center is a single-story 13,000 square foot building with on-site spaces for drop-off, staff parking, and a 10,000 square foot fenced outdoor play area.

The proposed concept would position the building as close to the corner as possible to maintain the existing natural landscape tree buffer to the adjacent neighborhood. The outdoor play area will be positioned along Route 22 to allow drivers to enter from Robertson Road to maintain the children's safety and avoid the busy intersection.

The developer 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.

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

Asst. Village Manager Michael Duebner introduced Mr. Gary Wendt, Bradford Real Estate Co., who gave a PowerPoint presentation of the proposal and the Board members gave their comments afterwards. Trustee Sugrue asked if IDOT had been contacted about access to this property off Rt. 22 and Mr. Wendt said it had not. Trustee Weider asked if the daycare company had looked for other properties in the Village. The representative from BrightPath stated that there is not a lot available within the Village. Trustee Weider pointed out that the childcare drop off and pick up would coincide with the Dist. 95 bus schedule, causing a lot of congestion. Trustee Euker stated she wants to see a traffic study for that area and she asked about other locations in the area. Also asked by Trustee Euker was the number of employees, market for this type of childcare, lighting, parking issues. Trustee Riley concerns were parking especially at drop off and pick up. Trustee Marx stated his issue with the playground so close to Rt. 22 and felt it was unsuitable for this location. Trustee Spacone asked staff about improving the intersection with W. Main St., and advised the petitioner to work with the staff.

Village of Lake Zurich Board of Trustees Regular Meeting, Monday November 18<sup>th</sup> 2024. 3

**8. TRUSTEE REPORTS**

There were none.

**9. VILLAGE STAFF REPORTS**

Village Manager Ray Keller, on behalf of the Board and Staff, wished the residents a Happy Thanksgiving.

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

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

5 ILCS 120 / 2 (c)(5) purchase of real estate

A motion was made by Trustee Weider, seconded by Trustee Marx, to move to Executive Session for the purpose of 5 ILCS 120 / 2 (c)(21) review of Executive Session minutes and 5 ILCS 120 / 2 (c)(5) purchase of real estate. There will be no further business in Open Session and the closing of the Executive Session will be the closing of Open Session.

AYES: 6 Trustees Euker, Marx, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 0

MOTION CARRIED.

Meeting adjourned to Executive Session at 7.48pm.

**11. ADJOURNMENT**

A motion was made by Trustee Riley, seconded by Trustee Sugrue, to adjourn the Executive Session and Open Session.

AYES: 6 Trustees Euker, Marx, Riley, Spacone, Sugrue, Weider.

NAYS: 0

ABSENT: 0

MOTION CARRIED.

The Executive/Open Session adjourned at 8.12pm.

Respectfully submitted:

Kathleen Johnson, Village Clerk.

Approved by:

\_\_\_\_\_  
Mayor Thomas M. Poynton

\_\_\_\_\_  
Date.

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 1 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 101 GENERAL</b>				
Dept 00000				
1	101-00000-10216	PETTY CASH SPECIAL EVENTS	MIRACLE ON MAIN 2024 - PETTY CASH	1,300.00
2	101-00000-14101	INVENTORY	POSTAGE REPLENISH A/C #34328807	2,000.00
3	101-00000-15001	PREPAID EXPENDITURES	FY25 COMP COSTUMES	920.83
4	101-00000-15001	PREPAID EXPENDITURES	FY25 COMP COSTUMES	168.97
5	101-00000-15001	PREPAID EXPENDITURES	2025 DUES	1,500.00
6	101-00000-15001	PREPAID EXPENDITURES	FY2025 MEMBERSHIP & SUBSCRIPTION	265.00
7	101-00000-15001	PREPAID EXPENDITURES	FY25 COMP LEOTARDS	494.39
8	101-00000-15001	PREPAID EXPENDITURES	FY25 COMP COSTUMES	62.94
9	101-00000-15001	PREPAID EXPENDITURES	RETURNS FY 25 IMPULSE COMPETITION COSTUMES	(69.95)
10	101-00000-15001	PREPAID EXPENDITURES	RETURNS FY 25 IMPULSE COMPETITION COSTUMES	(69.95)
11	101-00000-15001	PREPAID EXPENDITURES	FY25 COMP LEOTARDS	355.00
12	101-00000-15001	PREPAID EXPENDITURES	STRYKER 5 YEAR AGREEMENT 11/1/24-10/31/25	8,593.33
13	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - NOV 2024	482.60
Total For Dept 00000				16,003.16
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	101-10001-42502	FIRE DISTRICT AGREEMENT	FY2023 FIRE DISTRICT TRUE UP	70,931.77
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				70,931.77
Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-51652	TRAINING AND MEETINGS	LOCAL GOVT ACADEMY - COOKIES, PASTRIES	13.98
2	101-11006-51654	MEMBERSHIPS & SUBSCRIP	CMAA 2025 DUES	855.25
3	101-11006-51654	MEMBERSHIPS & SUBSCRIP	2024 ANNUAL DUES	4,346.98
Total For Dept 11006 LEGISLATIVE MAYOR & BOARD				5,216.21
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	APA CONFERENCE - HOTEL	427.14



**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 2 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
2	101-12001-51652	TRAINING AND MEETINGS	APA CONF LUNCH MTG	75.59
3	101-12001-51652	TRAINING AND MEETINGS	COFFEE WITH THE MAYOR	43.67
4	101-12001-51654	MEMBERSHIPS & SUBSCRIP	SURVEY TOOL	468.00
5	101-12001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY PROPERTY TAX APPEALS	905.14
		Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION		1,919.54
		Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		
1	101-12120-51654	MEMBERSHIPS & SUBSCRIP	PUBLIC SALARY MEMBERSHIP	390.00
2	101-12120-52111	OTHER PROFESSIONAL SVCS	CLASSIFICATION & COMP STUDY FINAL	13,050.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		13,440.00
		Dept 13001 FINANCE ADMINISTRATION		
1	101-13001-51652	TRAINING AND MEETINGS	REIMB: BUDGET MEETING LUNCH - SANDWICHES	100.18
		Total For Dept 13001 FINANCE ADMINISTRATION		100.18
		Dept 17001 TECHNOLOGY ADMINISTRATION		
1	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - DEC	2,095.60
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		2,095.60
		Dept 24001 POLICE ADMINISTRATION		
	101-24001-51651	LICENSING/CERTIFICATIONS	BIONDO - NOTARY STAMP	32.15
1	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING - NOVEMBER	84.00
2	101-24001-52111	OTHER PROFESSIONAL SVCS	SUBPOENA FEE - CASE NO: 2024107287	20.00
3	101-24001-52111	OTHER PROFESSIONAL SVCS	DIGITAL REDACTION SOFTWARE CONTRACT	7,905.57
4	101-24001-52111	OTHER PROFESSIONAL SVCS	RED LIGHT CAMERA FEE	360.00
5	101-24001-53208	OFFICE SUPPLIES	SPACE HEATER	67.63
6	101-24001-53209	UNIFORMS	PULLOVERS - SMITH	176.30
7	101-24001-53209	UNIFORMS	PULLOVER, JACKET - BUFFO	90.00
8	101-24001-53209	UNIFORMS	PULLOVERS - BIONDO	82.00

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 3 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
9	101-24001-53211	OTHER SUPPLIES	ADMIN CELL PHONE CASE	16.99
10	101-24001-53211	OTHER SUPPLIES	EXTERIOR MEMORIAL FLAG	117.45
11	101-24001-53211	OTHER SUPPLIES	EXTERIOR CALEA FLAG	83.86
12	101-24001-53401	CUSTODIAL SUPPLIES	PAPER TOWELS, TOILET PAPER	130.68
13	101-24001-53407	EQUIP MAINT PART&SUPPLIE	WIRELESS KEYBOARD	229.98
14	101-24001-53407	EQUIP MAINT PART&SUPPLIE	REPLACEMENT SQUAD FLASHLIGHT	133.63
15	101-24001-53407	EQUIP MAINT PART&SUPPLIE	ADMIN CONFERENCE ROOM TV	265.61
Total For Dept 24001 POLICE ADMINISTRATION				9,795.85
Dept 24210 POLICE OPERATIONS				
1	101-24210-51652	TRAINING AND MEETINGS	PANIK - ITOA CONFERENCE	350.00
2	101-24210-52111	OTHER PROFESSIONAL SVCS	ANIMAL CONTROL SERVICES	50.00
3	101-24210-52111	OTHER PROFESSIONAL SVCS	STARCOM - NOVEMBER	1,932.00
4	101-24210-53209	UNIFORMS	BADGES	569.00
5	101-24210-53209	UNIFORMS	PATCHES	31.59
6	101-24210-53209	UNIFORMS	REIMB: RED DOT SIGHT	830.12
7	101-24210-53209	UNIFORMS	REIMB: KEEPERS	45.50
8	101-24210-53210	SMALL TOOLS & EQUIP	SHIELD BATTERIES	39.99
9	101-24210-53210	SMALL TOOLS & EQUIP	SHIELD BATTERIES	35.99
10	101-24210-53210	SMALL TOOLS & EQUIP	OFFICE CHAIR REPLACEMENTS	2,422.30
Total For Dept 24210 POLICE OPERATIONS				6,306.49
Dept 24230 POLICE CRIME PREVENTION				
1	101-24230-53209	UNIFORMS	SHIRTS - WITT	448.02
2	101-24230-53211	OTHER SUPPLIES	JUNIOR OFFICER STICKER BADGES	528.95
3	101-24230-53211	OTHER SUPPLIES	GUN BOXES AND IODINE	147.73
4	101-24230-53211	OTHER SUPPLIES	EVIDENCE BAGS AND TAPE	144.61
Total For Dept 24230 POLICE CRIME PREVENTION				1,269.31

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 4 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 25001 FIRE ADMINISTRATION				
1	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2024 - DEC	1,128.40
2	101-25001-52203	LABOR ATTORNEY	LEGAL SERVICES - OCT	2,272.00
3	101-25001-53206	POSTAGE & SHIPPING	SHIPPING - HONEYWELL ANALYTICS	118.14
4	101-25001-53208	OFFICE SUPPLIES	ADDRESS LABELS, FILE FOLDERS - BUREAU	69.98
5	101-25001-53211	OTHER SUPPLIES	WATER FILTERS, CLEANER	58.32
6	101-25001-53211	OTHER SUPPLIES	NORDIC WARE, VEG PEELER, PARCHMENT	50.73
7	101-25001-53211	OTHER SUPPLIES	DETERGENT, TOWELS, TISSUE, CLEANER	258.56
8	101-25001-53211	OTHER SUPPLIES	SPONGE, CLEANER, DETERGENT, TOWELS, REHAB	179.03
9	101-25001-53405	BLDG & GROUND MAINT SUPP	AIR FILTERS	42.14
10	101-25001-54305	EMPLOYEE EXAMS	BOFPC DINNER FOR INTERVIEWS	43.84
11	101-25001-53405	BLDG & GROUND MAINT SUPP	FILTERS	138.76
12	101-25001-54305	EMPLOYEE EXAMS	POLYGRAPH EXAMS - GEIB, RUIZ, CARRENO, O'DONNELL	840.00
Total For Dept 25001 FIRE ADMINISTRATION				5,199.90
Dept 25310 FIRE EMERGENCY MANAGEMENT				
1	101-25310-53211	OTHER SUPPLIES	EMERGENCY MANAGEMENT LIGHT TOWER	11,830.00
Total For Dept 25310 FIRE EMERGENCY MANAGEMENT				11,830.00
Dept 25320 FIRE FIRE SUPPRESSION				
1	101-25320-51652	TRAINING AND MEETINGS	GRANT WRITING - BOOTH	495.00
2	101-25320-51652	TRAINING AND MEETINGS	HOTEL CONFINED SPACE - GLASDER	120.91
3	101-25320-51652	TRAINING AND MEETINGS	HOTEL CONFINED SPACE - GLASDER	604.55
4	101-25320-51652	TRAINING AND MEETINGS	6TH BUGLE HOTEL - WOLTMAN	342.72
5	101-25320-52111	OTHER PROFESSIONAL SVCS	FIRE STARCOM FEES - 2024	2,206.00
6	101-25320-52704	MAINT-EQUIPMENT	DUAL UNIT CONTROLLER GAUGE	68.00
7	101-25320-52704	MAINT-EQUIPMENT	MISC PARTS	22.86
8	101-25320-53209	UNIFORMS	DIVE TEAM FACE MASK SHIELDS	510.00

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 5 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
9	101-25320-53209	UNIFORMS	LOCKER TAGS FOR NEW MEMBERS	188.00
10	101-25320-53210	SMALL TOOLS & EQUIP	STIHL CHAINSAWS	1,098.00
11	101-25320-53210	SMALL TOOLS & EQUIP	TIPS	2,035.00
12	101-25320-53211	OTHER SUPPLIES	ECO GEL EDUCATOR	743.00
13	101-25320-53211	OTHER SUPPLIES	TRAINING SMOKE-CONSUMABLE	249.98
14	101-25320-53211	OTHER SUPPLIES	OPEN HOUSE - FIRE ENGINE TOYS, STICKERS	84.02
15	101-25320-53211	OTHER SUPPLIES	OPEN HOUSE - CANDY, COOKIES	101.70
16	101-25320-53211	OTHER SUPPLIES	OPEN HOUSE - PIZZA	260.00
17	101-25320-53211	OTHER SUPPLIES	REHAB SUPPLIES	35.95
18	101-25320-53211	OTHER SUPPLIES	SPONGE, CLEANER, DETERGENT, TOWELS, REHAB	68.28
Total For Dept 25320 FIRE FIRE SUPPRESSION				9,233.97
Dept 25330 FIRE EMS				
1	101-25330-52704	MAINT-EQUIPMENT	STRYKER 5 YEAR AGREEMENT 11/1/24-10/31/25	1,718.67
2	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	79.39
Total For Dept 25330 FIRE EMS				1,798.06
Dept 25340 FIRE SPECIAL RESCUE				
1	101-25340-52704	MAINT-EQUIPMENT	GAS MONITOR CALIBRATION	482.40
2	101-25340-53211	OTHER SUPPLIES	TARPS, TAR	434.70
3	101-25340-53211	OTHER SUPPLIES	EARLY PYMNT DISCOUNT	(8.69)
4	101-25340-53407	EQUIP MAINT PART&SUPPLIE	FASTENERS	62.72
5	101-25340-53407	EQUIP MAINT PART&SUPPLIE	FASTENERS, PICTURE HANGERS	10.03
Total For Dept 25340 FIRE SPECIAL RESCUE				981.16
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-51653	BOOKS & PUBLICATIONS	SUPPLEMENTARY CODE BOOKS	403.22
2	101-28001-51653	BOOKS & PUBLICATIONS	CODE BOOK (ELECTRICAL)	180.22
3	101-28001-52111	OTHER PROFESSIONAL SVCS	CLEAN UP 1045 N OLD MCHENRY RD	750.00

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 6 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
4	101-28001-52119	SERVICE CONTRACT MAINTENANCE	CANON PRINTER/SCANNER MAINTENANCE 11/24-10/25	890.59
		Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION		2,224.03
	Dept 36001 PUBLIC WORKS ADMINISTRATION			
1	101-36001-51652	TRAINING AND MEETINGS	ASSET MANAGEMENT MTG	78.38
2	101-36001-51652	TRAINING AND MEETINGS	ARBORIST CONFERENCE	310.00
3	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/14	30.81
4	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/21	30.81
5	101-36001-52113	ENGR/ARCHITECTURAL	2024 LZ GENERAL ENGINEERING	3,554.50
6	101-36001-52113	ENGR/ARCHITECTURAL	ADA TRANSITION PLAN	398.30
7	101-36001-52602	WASTE REMOVAL	SPOIL HAULING	3,700.00
8	101-36001-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	9,821.25
9	101-36001-52701	MAINT-BLDGS & GROUNDS	FIRE STA #1 PEST CONTROL - NOV	83.00
10	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - NOV	75.00
11	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 11/14	59.21
12	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 11/21	59.21
13	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - NOV	5,716.85
14	101-36001-52701	MAINT-BLDGS & GROUNDS	505 FLEET NORTH CENTER SPRING	3,530.40
15	101-36001-52701	MAINT-BLDGS & GROUNDS	BACKFLOW TESTING AND REPAIR 505	190.00
16	101-36001-52701	MAINT-BLDGS & GROUNDS	PD PEST CONTROL - NOV	93.00
17	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PEST CONTROL - NOV	49.00
18	101-36001-52704	MAINT-EQUIPMENT	CANON PRINTER/SCANNER MAINTENANCE 11/24-10/25	962.80
19	101-36001-53208	OFFICE SUPPLIES	PENS	57.15
20	101-36001-53208	OFFICE SUPPLIES	STICKY NOTES, STORAGE BOXES, CALENDARS	174.87
21	101-36001-53208	OFFICE SUPPLIES	505 CHAIRS	441.42
22	101-36001-53208	OFFICE SUPPLIES	CHAIRS GIS	449.97
23	101-36001-53208	OFFICE SUPPLIES	FILE LABELS, CLIPS, STAPLE REMOVER	24.32
24	101-36001-53208	OFFICE SUPPLIES	FOLDERS	8.99
25	101-36001-53209	UNIFORMS	PPE BOOTS HARTMANN	134.95

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 7 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
26	101-36001-53210	SMALL TOOLS & EQUIP	DRILL BIT	17.77
27	101-36001-53211	OTHER SUPPLIES	PHONE CASE	34.95
28	101-36001-53401	CUSTODIAL SUPPLIES	MOP, CLOG DISSOLVER	47.32
29	101-36001-53401	CUSTODIAL SUPPLIES	HAND SOAP	83.77
30	101-36001-53404	RIGHT OF WAY SUPPLIES	MOHAWK STREETLIGHT RELAY	92.85
31	101-36001-53404	RIGHT OF WAY SUPPLIES	VACUUM PARTS - BRUSH ROLL, CLUTCH ASSMBY	49.99
32	101-36001-53404	RIGHT OF WAY SUPPLIES	BARRICADES	1,400.80
33	101-36001-53405	BLDG & GROUNDS SUPPLIES	PD CLOSER	472.37
34	101-36001-53405	BLDG & GROUNDS SUPPLIES	STAPLES UMBRELLA LOCKS	25.45
35	101-36001-53405	BLDG & GROUNDS SUPPLIES	VACUUM PARTS - BRUSH ROLL, CLUTCH ASSMBY	57.79
36	101-36001-53405	BLDG & GROUNDS SUPPLIES	505 WALLPACKS	790.88
37	101-36001-53405	BLDG & GROUNDS SUPPLIES	SALT	219.27
38	101-36001-54305	EMPLOYEE EXAMS	DOT TESTING	180.00
39	101-36001-53405	BLDG & GROUNDS SUPPLIES	OPENER RECEIVER	103.79
40	101-36001-53405	BLDG & GROUNDS SUPPLIES	OPENER RECEIVER	102.48
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				33,713.67
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
1	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - NOV	77.22
2	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - NOV	73.05
3	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - NOV	4,837.86
4	101-36420-52701	MAINT-BLDGS & GROUNDS	BEV PAV WATER HEAT WINTERIZE	85.00
5	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PARK HAZARD REMOVAL	3,680.00
6	101-36420-52701	MAINT-BLDGS & GROUNDS	BARN WATERPROOF	1,793.54
7	101-36420-53201	ELECTRICITY	972 MARCH ST	22.29
8	101-36420-53201	ELECTRICITY	200 S RAND RD	168.85
9	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	52.68
10	101-36420-53211	OTHER SUPPLIES	HOLIDAY LIGHTS	1,381.92
11	101-36420-53211	OTHER SUPPLIES	CABLE TIES	34.94

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 8 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
12	101-36420-53211	OTHER SUPPLIES	CONCRETE	6.91
13	101-36420-53211	OTHER SUPPLIES	ELECTRICAL GREASE, CABLE TIES	36.37
14	101-36420-53211	OTHER SUPPLIES	BRASS, GUTTER HOOKS	12.94
15	101-36420-53405	BLDG & GROUND MAINT SUPP	FOUNTAIN FILTERS	69.28
16	101-36420-53405	BLDG & GROUND MAINT SUPP	FOUNTAIN FILTERS	406.56
17	101-36420-53405	BLDG & GROUND MAINT SUPP	MOUNTS	95.98
18	101-36420-53405	BLDG & GROUND MAINT SUPP	SALT	219.28
19	101-36420-53405	BLDG & GROUND MAINT SUPP	BREEZEWALD - BUSHING, COUPLINGS, FITTINGS	20.90
20	101-36420-53405	BLDG & GROUND MAINT SUPP	SILICONE, MESH STRAINER, WATER CONN	17.42
21	101-36420-53407	EQUIP MAINT PART&SUPPLIE	QUAIL SLIDE INSTALL	81.24
22	101-36420-53407	EQUIP MAINT PART&SUPPLIE	CONCRETE	6.91
23	101-36420-53407	EQUIP MAINT PART&SUPPLIE	QUAIL RUN SLIDE	5,593.89
24	101-36420-53407	EQUIP MAINT PART&SUPPLIE	HEATHERLEIGH SLIDE	2,298.00
Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE				21,073.03
Dept 36471 PUBLIC WORKS FLEET SERVICES				
1	101-36471-51651	LICENSING/CERTIFICATIONS	UST RECERT - MATHESON	10.00
2	101-36471-51652	TRAINING AND MEETINGS	FLEET GUIDE	23.00
3	101-36471-51652	TRAINING AND MEETINGS	LODGING IPSI - MATHESON	728.00
4	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/14	31.02
5	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/21	41.75
6	101-36471-52703	MAINT-VEHICLES	POLICE BOAT SERVICE	465.80
7	101-36471-53206	POSTAGE & SHIPPING	FREIGHT - ORIGINAL INV 38518 PAID: NOZZLES	33.00
8	101-36471-53210	SMALL TOOLS & EQUIP	HULL CLEANER	2,296.14
9	101-36471-53210	SMALL TOOLS & EQUIP	UTILITY KNIFE, BLADES	40.21
10	101-36471-53211	OTHER SUPPLIES	WELDING GAS	249.96
11	101-36471-53211	OTHER SUPPLIES	POR-15 PAINT	52.82
12	101-36471-53211	OTHER SUPPLIES	HANDLIGHT BATTERY	99.75
13	101-36471-53211	OTHER SUPPLIES	FUEL CAP	13.42

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 9 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
14	101-36471-53211	OTHER SUPPLIES	LAG SCREWS	5.40
15	101-36471-53211	OTHER SUPPLIES	WIRE	199.48
16	101-36471-53211	OTHER SUPPLIES	SHRINK TUBE	43.73
17	101-36471-53406	AUTO PARTS & SUPPLIES	FUEL FILTERS	69.18
18	101-36471-53406	AUTO PARTS & SUPPLIES	FUEL FILTERS	147.00
19	101-36471-53406	AUTO PARTS & SUPPLIES	BUCKLE	108.30
20	101-36471-53406	AUTO PARTS & SUPPLIES	HUMP HOSE	157.10
21	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
22	101-36471-53406	AUTO PARTS & SUPPLIES	PURGE VALVE	37.74
23	101-36471-53406	AUTO PARTS & SUPPLIES	HOSE CLAMP	6.99
24	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY/FILTERS	379.22
25	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
26	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	254.97
27	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
28	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
29	101-36471-53406	AUTO PARTS & SUPPLIES	HOSE CLAMP	3.49
30	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	161.48
31	101-36471-53406	AUTO PARTS & SUPPLIES	BULBS	21.77
32	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES	1,429.50
33	101-36471-53406	AUTO PARTS & SUPPLIES	TIRES	3,140.00
34	101-36471-53406	AUTO PARTS & SUPPLIES	FUEL FILTER	100.60
35	101-36471-53406	AUTO PARTS & SUPPLIES	WORKLIGHT	466.30
36	101-36471-53406	AUTO PARTS & SUPPLIES	SHIELD	23.30
37	101-36471-53406	AUTO PARTS & SUPPLIES	WORK LIGHTS	212.71
38	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HANDLIGHT BATTERY	79.77
39	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FUEL CAP	15.40
40	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	922.46
41	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SEAL KIT	170.50
42	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HEADSET PARTS	31.80



**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 10 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
43	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	63.50
44	101-36471-53407	EQUIP MAINT PART&SUPPLIE	AIR FILTER	53.32
45	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BATTERY	172.59
46	101-36471-53407	EQUIP MAINT PART&SUPPLIE	DECALS	28.00
47	101-36471-53414	CHEMICALS	HULL CLEANER	45.37
48	101-36471-53418	LUBRICANTS & FLUIDS	OIL	42.90
49	101-36471-53418	LUBRICANTS & FLUIDS	OIL	20.97
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				12,627.71
Dept 67001 RECREATION ADMINISTRATION				
1	101-67001-51654	MEMBERSHIPS & SUBSCRIP	ANNUAL DUES	265.00
2	101-67001-53211	OTHER SUPPLIES	COOKIES & CANDY	34.52
3	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCHES-HANSON	1,229.32
4	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCHES PLAQUE	223.00
Total For Dept 67001 RECREATION ADMINISTRATION				1,751.84
Dept 67935 RECREATION DANCE				
1	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	75.00
2	101-67935-53211	OTHER SUPPLIES	DANCE BELTS	342.61
3	101-67935-53211	OTHER SUPPLIES	BCA WINDOW CLING	378.50
4	101-67935-53213	FUNDRAISING EXPENSES	FY25 COMP PAJAMA SETS, HEADPHONES, GLOVES	395.10
5	101-67935-53213	FUNDRAISING EXPENSES	FY25 COMP FOOTED PAJAMAS	34.95
Total For Dept 67935 RECREATION DANCE				1,226.16
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53212	PROGRAM SUPPLIES	PAINT	25.40
2	101-67940-53212	PROGRAM SUPPLIES	CONSTRUCTION PAPER	73.16
3	101-67940-53212	PROGRAM SUPPLIES	POM POMS	13.50
4	101-67940-53212	PROGRAM SUPPLIES	PAPER, PLATES	46.27

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 11 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
5	101-67940-53212	PROGRAM SUPPLIES	TRAINING SCISSORS	27.40
6	101-67940-53212	PROGRAM SUPPLIES	HAND SANITIZER	14.99
7	101-67940-53212	PROGRAM SUPPLIES	CARDSTOCK	74.41
8	101-67940-53212	PROGRAM SUPPLIES	CD PLAYER	66.50
9	101-67940-53212	PROGRAM SUPPLIES	HALLOWEEN, DOT STICKERS, PAPER BAGS	62.10
10	101-67940-53212	PROGRAM SUPPLIES	CONSTRUCTION PAPER & PAINT	108.00
11	101-67940-53212	PROGRAM SUPPLIES	CONSTRUCTION PAPER & PAINT	139.17
12	101-67940-53212	PROGRAM SUPPLIES	PUMPKINS & SOAP	26.47
13	101-67940-53212	PROGRAM SUPPLIES	PICTURES	23.07
		Total For Dept 67940 RECREATION PRESCHOOL		700.44
		Dept 67945 RECREATION YOUTH PROGRAMS		
1	101-67945-52115	RECREATION PROGRAM SERVICE	FALL 2024 CHESS	361.00
2	101-67945-52115	RECREATION PROGRAM SERVICE	FALL 2 MUSIC MASTERS	1,773.00
		Total For Dept 67945 RECREATION YOUTH PROGRAMS		2,134.00
		Dept 67960 RECREATION CAMPS		
1	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - DEC	275.00
		Total For Dept 67960 RECREATION CAMPS		275.00
		Dept 67965 RECREATION ATHLETICS		
1	101-67965-52115	RECREATION PROGRAM SERVICE	OCTOBER CLASS PARTICIPANT 1	252.00
		Total For Dept 67965 RECREATION ATHLETICS		252.00
		<b>Total For Fund 101 GENERAL</b>		<b>232,099.08</b>
		<b>Fund 202 MOTOR FUEL TAX</b>		
		Dept 36001 PUBLIC WORKS ADMINISTRATION		
1	202-36001-53201	ELECTRICITY	STREETLIGHT ELECTRIC	14,029.98

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 12 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
2	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2024 CRACK SEAL PROGRAM	60,000.00
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		74,029.98
<b>Total For Fund 202 MOTOR FUI</b>				<b>74,029.98</b>
<b>Fund 207 SPECIAL EVENTS FUND</b>				
Dept 00000				
1	207-00000-15001	PREPAID EXPENDITURES	2025 LAL DEPOSIT - BAND	750.00
2	207-00000-15001	PREPAID EXPENDITURES	MOM '25 SLEIGH RIDES DEPOSIT	1,650.00
3	207-00000-15001	PREPAID EXPENDITURES	FY25 RTB BAND DEPOSIT	375.00
4	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - NOV	2.77
		Total For Dept 00000		2,777.77
Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-54302	PUBLIC RELATIONS	THANK YOU POST CARDS	54.63
		Total For Dept 67601 RECREATION ROCK THE BLOCK		54.63
Dept 67605 RECREATION WINTER FESTIVAL				
1	207-67605-52115	RECREATION PROGRAM SERV	MOM '24 DJ	600.00
2	207-67605-52115	RECREATION PROGRAM SERV	MOM '24 SOUND	1,400.00
3	207-67605-52115	RECREATION PROGRAM SERV	MOM '24 SLEIGH RIDES FINAL	1,650.00
		Total For Dept 67605 RECREATION WINTER FESTIVAL		3,650.00
Dept 67607 EXTERNAL SPECIAL EVENTS				
1	207-67607-52115	RECREATION PROGRAM SERVICE	CERT ASSISTANCE JACK O LANTERN WORLD	6,500.00
		Total For Dept 67607 EXTERNAL SPECIAL EVENTS		6,500.00
Dept 67699 RECREATION MISC SPECIAL EVENTS				

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 13 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
1	207-67699-53212	PROGRAM SUPPLIES	GARBAGE BAGS	115.58
		Total For Dept 67699 RECREATION MISC SPECIAL EVENTS		115.58
<b>Total For Fund 207 SPECIAL EVENTS FUND</b>				<b>13,097.98</b>
<b>Fund 214 TIF #2 DOWNTOWN</b>				
Dept 10490 GENERAL GOVERNMENT TIF				
1	214-10490-54315	ECONOMIC DEVELOPMENT EXPENSE	LZF BLOOMS REDEVELOPMENT AGREEMENT	16,254.82
2	214-10490-54315	ECONOMIC DEVELOPMENT EXPENSE	MAIN ST REDEVELOPMENT AGMT	11,680.48
		Total For Dept 10490 GENERAL GOVERNMENT TIF		27,935.30
<b>Total For Fund 214 TIF #2 DOWNTOWN</b>				<b>27,935.30</b>
<b>Fund 227 DISPATCH CENTER</b>				
Dept 00000				
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - NOV	49.44
		Total For Dept 00000		49.44
Dept 24220 POLICE DISPATCH				
1	227-24220-51652	TRAINING AND MEETINGS	HARPER - NENA RECERTIFICATION	152.00
2	227-24220-53209	UNIFORMS	POLO - PARADES	32.31
3	227-24220-53209	UNIFORMS	TEE - PARADES	24.75
4	227-24220-53209	UNIFORMS	ZIP SHIRT - DISPATCH	85.43
5	227-24220-53210	SMALL TOOLS & EQUIP	DISPATCH HUMIDIFIER WICKS	109.50
		Total For Dept 24220 POLICE DISPATCH		403.99
<b>Total For Fund 227 DISPATCH CENTER</b>				<b>453.43</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 14 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 401 VILLAGE CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	401-36001-55251	LAND IMPROVEMENTS	STAPLES GATE LATCH	20.94
2	401-36001-55251	LAND IMPROVEMENTS	STAPLES FLAGPOLE PARTS	71.98
3	401-36001-55251	LAND IMPROVEMENTS	BREEZEWALD HEATERS	1,872.00
4	401-36001-55251	LAND IMPROVEMENTS	STAPLES FLAGPOLE PARTS	49.98
5	401-36001-55251	LAND IMPROVEMENTS	STAPLES FLAG PULLEY	243.08
6	401-36001-55251	LAND IMPROVEMENTS	LOCKNUTS, CONDUIT, COUPLINGS	27.01
7	401-36001-55251	LAND IMPROVEMENTS	2024 PARKING LOT, PATH DESIGN, SURVEY	9,135.00
8	401-36001-55251	LAND IMPROVEMENTS	PROMENADE LANDSCAPE, DESIGN, PRELIM ENG	8,555.00
9	401-36001-55251	LAND IMPROVEMENTS	STAPLES SKATE SIGNS	255.00
10	401-36001-55252	BLDG & BLDG IMPROVEMENTS	VILLAGE HALL ANALYSIS	2,500.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				22,729.99
Dept 36470 PUBLIC WORKS STORM WATER CONTROL				
1	401-36470-55253	INFRASTRUCTURE IMPROVEMT	BUFFALO CREEK IMPROV - BRISTOL TRL PK	5,661.00
Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL				5,661.00
<b>Total For Fund 401 VILLAGE CAPITAL PROJECTS</b>				<b>28,390.99</b>
<b>Fund 405 NHR CAPITAL PROJECTS</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #002-90524	972.00
2	405-36001-55253	INFRASTRUCTURE IMPROVEMT	MAIN ST STREETScape	10,271.00
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				11,243.00
<b>Total For Fund 405 NHR CAPITAL PROJECTS</b>				<b>11,243.00</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 15 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 501 WATER &amp; SEWER</b>				
Dept 00000				
1	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - NOV	53.45
2	501-00000-27103	CAPITAL LEASE OBLIGATION	VACTOR LEASE PAYMENT #10	64,352.85
		Total For Dept 00000		64,406.30
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/14	29.25
2	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 11/21	29.25
3	501-36001-52704	MAINT-EQUIPMENT	CANON PRINTER/SCANNER MAINTENANCE 11/24-10/25	553.61
4	501-36001-53203	TELEPHONE & DATA SVCS	SCADA CELLPHONE/MODEM CONNECTION - OCT	30.80
5	501-36001-53208	OFFICE SUPPLIES	CHAIRS GIS	449.97
6	501-36001-53209	UNIFORMS	WINTER OUTERWEAR - WHITE	279.87
7	501-36001-53209	UNIFORMS	PPE WINTER GEAR	184.60
8	501-36001-54305	EMPLOYEE EXAMS	DOT TESTING	45.00
9	501-36001-56603	INTEREST	VACTOR LEASE PAYMENT #10	2,007.76
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		3,610.11
Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-52113	ENGR/ARCHITECTURAL	LAKE MICHIGAN SUPPLY ROUTE STUDY	25,765.31
2	501-36550-52113	ENGR/ARCHITECTURAL	LEAD SERVICE LINE INVESTIGATION	1,015.00
3	501-36550-52118	SOFTWARE MAINTENANCE	WONDERWARE (AVEVA) SOFTWARE RENEWAL	2,816.30
4	501-36550-52704	MAINT-EQUIPMENT	SCADA REPAIR/COMM FAILS & PLC FAULT	379.56
5	501-36550-52709	MAINT-METERS	ANNUAL CALIBRATION OF WELL FLOW METERS	3,060.00
6	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	30,365.09
7	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #7	224.48
8	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #8	264.01
9	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #9	100.15
10	501-36550-53202	NATURAL GAS	NATURAL GAS - WELL #12	152.53

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 16 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
11	501-36550-53210	SMALL TOOLS & EQUIP	ASST HAND TOOLS	789.94
12	501-36550-53210	SMALL TOOLS & EQUIP	EARLY PYMNT DISCOUNT	(15.56)
13	501-36550-53210	SMALL TOOLS & EQUIP	HAND TOOLS, FISH TAPES & SUPPLIES	763.55
14	501-36550-53405	BLDG & GROUND MAINT SUPP	HAND TOOLS, FISH TAPES & SUPPLIES	14.41
15	501-36550-53405	BLDG & GROUND MAINT SUPP	REPLACEMENT THERMOSTAT/WELL 9	34.98
16	501-36550-53410	METERS PARTS & SUPPLIES	WATER METERS	13,367.00
17	501-36550-53413	DISTRIBUTION SYS REPAIR	PIPE FITTINGS/BULK WATER DISPENSER	476.51
18	501-36550-53413	DISTRIBUTION SYS REPAIR	ANTI-SIEZE	46.74
19	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,857.82
20	501-36550-55253	INFRASTRUCTURE IMPROVEMT	MAIN, CHURCH, LIONS WATERMAIN REPLACE	1,866.50
21	501-36550-55254	MACHINERY & EQUIPMENT	EARLY PYMNT DISCOUNT	(81.86)
22	501-36550-55254	MACHINERY & EQUIPMENT	PRESS TOOL KIT	3,830.00
Total For Dept 36550 PUBLIC WORKS WATER SERVICE				88,092.46
Dept 36560 PUBLIC WORKS SEWER SERVICE				
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2024 PRETREATMENT ASSISTANCE	4,530.00
2	501-36560-52111	OTHER PROFESSIONAL SVCS	METROCLOUD DATA MONITORING/LIFT STATIONS	585.00
3	501-36560-52607	WATER SAMPLE ANALYSIS	LAB ANALYSIS QUENTIN EFFLUENT SAMPLES	438.00
4	501-36560-52710	MAINT-INST & SCADA	ANNUAL CALIBRATION OF WELL FLOW METERS	135.00
5	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	3,884.94
6	501-36560-53408	LIFT STATION PARTS & SUP	REPLACEMENT SUMP PUMP/ORCHARD LIFT STATION	112.23
7	501-36560-55253	INFRASTRUCTURE IMPROVEMT	WHITNEY, LZ DR WATER MAIN, SANITARY SEWER RECON	1,921.90
8	501-36560-55253	INFRASTRUCTURE IMPROVEMT	2025 SANITARY SEWER LINING	2,334.00
Total For Dept 36560 PUBLIC WORKS SEWER SERVICE				13,941.07
Total For Fund 501 WATER & SEWER				170,049.94
Fund 601 MEDICAL INSURANCE				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	601-10001-48651	RETIRED/COBRA INSURANCE	REIMB: INSURANCE PREMIUM OVERPYMNT	186.77

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 17 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
2	601-10001-52340	MEDICAL ADMIN FEE	IPBC INSURANCE COVERAGE - NOV	122.41
3	601-10001-52340	MEDICAL ADMIN FEE	FSA PLAN - NOV	115.72
4	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - NOV	257,384.16
		Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION		257,809.06
<b>Total For Fund 601 MEDICAL INSURANCE</b>				<b>257,809.06</b>
<b>Fund 603 RISK MANAGEMENT</b>				
Dept 00000				
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - NOV	1.71
		Total For Dept 00000		1.71
<b>Total For Fund 603 RISK MANAGEMENT</b>				<b>1.71</b>
<b>Fund 615 EQUIPMENT REPLACEMENT</b>				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	615-36001-55254	MACHINERY & EQUIPMENT	TENNANT T500 32" FLOOR SCRUBBER	19,493.50
2	615-36001-55254	MACHINERY & EQUIPMENT	UTV LIGHTS	937.33
3	615-36001-55261	VEHICLES - POLICE	MOUNTING PLATE NEW SQUADS	75.79
4	615-36001-55263	VEHICLES - PUBLIC WORKS	DECALS NEW VAN	350.00
5	615-36001-55263	VEHICLES - PUBLIC WORKS	FLOOR MAT NEW VAN	506.24
		Total For Dept 36001 PUBLIC WORKS ADMINISTRATION		21,362.86
<b>Total For Fund 615 EQUIPMENT REPLACEMENT</b>				<b>21,362.86</b>
<b>Fund 710 PERFORMANCE ESCROW</b>				
Dept 00000				
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBBD24-0437 - 1162 STANTON RD	500.00



**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
\$931,346.24

Page 18 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
2	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0543 - 30 E MAIN ST	1,000.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0432 - 555 OAKWOOD RD	1,000.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0495 - 505 TELSER RD	1,000.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0254 - 801 W RT 22	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0440 - 325 KNOX PARK	300.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0494 - 463 SURRYSE RD	500.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0519 - 181 BEECH DR	500.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0261 - 278 HICKORY RD	1,200.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0506 - 1140 PHEASANT RID	500.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0517 - 44 JOHNATHAN RD	500.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0409 - 365 KNOX PARK RD	500.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0296 - 320 KNOX PARK RD	3,600.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0233 - 320 KNOW PARK RD	500.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0246 - 505 OAKWOOD RD	1,000.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0410 - 680 S RAND RD	510.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0115 - 195 S RAND #110	250.00
18	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0214 - 64 N OLD RAND RD	250.00
19	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0426 - 440 RED BRIDGE	500.00
20	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0464 - 89 GOLFVIEW	500.00
21	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0375 - 300 THISTLE LN	500.00
22	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0503 - 1060 KINGWOOD	500.00
		Total For Dept 00000		16,110.00
	Dept 17001 TECHNOLOGY ADMINISTRATION			
1	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
2	710-17001-53214	PEG CABLE EXPENSE	MEDIA CREW - NOV	90.00
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		92.99
		<b>Total For Fund 710 PERFORMANCE ESCROW</b>		<b>16,202.99</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 19 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund 720 PAYROLL CLEARING</b>				
Dept 00000				
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - OCT	50,593.05
2	720-00000-22301	DENTAL / VISION BENEFITS	VISION INSURANCE - NOV	2,206.29
3	720-00000-22301	DENTAL / VISION BENEFITS	DENTAL INSURANCE - NOV	12,686.56
4	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - OCT	5,842.34
5	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - NOV	2,116.68
Total For Dept 00000				73,444.92
<b>Total For Fund 720 PAYROLL CLEARING</b>				<b>73,444.92</b>
<b>Fund 731 SSA #8 HEATHERLEIGH SUBDV</b>				
Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	731-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,500.00
Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				1,500.00
<b>Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV</b>				<b>1,500.00</b>
<b>Fund 732 SSA #9 WILLOW PONDS SUBDV</b>				
Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	732-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,750.00
Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				1,750.00
<b>Total For Fund 732 SSA #9 WILLOW PONDS SUBDV</b>				<b>1,750.00</b>
<b>Fund 734 SSA #11 LZ PINES SUBDV</b>				
Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 20 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
1	734-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	225.00
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		225.00
		<b>Total For Fund 734 SSA #11 LZ PINES SUBDV</b>		<b>225.00</b>
		<b>Fund 735 SSA #13 CONVENTRY CRK SUB</b>		
		Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		
1	735-10099-52603	LAKE/WATER QUALITY MGMT	2024 NAM STEWARDSHIP	1,750.00
		Total For Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY		1,750.00
		<b>Total For Fund 735 SSA #13 CONVENTRY CRK SUB</b>		<b>1,750.00</b>

**VILLAGE OF LAKE ZURICH**  
WARRANT REPORT - 12/02/2024  
**\$931,346.24**

Page 21 of 21

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
<b>Fund Totals:</b>				
			Fund 101 GENERAL	232,099.08
			Fund 202 MOTOR FUEL TAX	74,029.98
			Fund 207 SPECIAL EVENTS FUND	13,097.98
			Fund 214 TIF #2 DOWNTOWN	27,935.30
			Fund 227 DISPATCH CENTER	453.43
			Fund 401 VILLAGE CAPITAL PROJECTS	28,390.99
			Fund 405 NHR CAPITAL PROJECTS	11,243.00
			Fund 501 WATER & SEWER	170,049.94
			Fund 601 MEDICAL INSURANCE	257,809.06
			Fund 603 RISK MANAGEMENT	1.71
			Fund 615 EQUIPMENT REPLACEMENT	21,362.86
			Fund 710 PERFORMANCE ESCROW	16,202.99
			Fund 720 PAYROLL CLEARING	73,444.92
			Fund 731 SSA #8 HEATHERLEIGH SUBDV	1,500.00
			Fund 732 SSA #9 WILLOW PONDS SUBDV	1,750.00
			Fund 734 SSA #11 LZ PINES SUBDV	225.00
			Fund 735 SSA #13 CONVENTRY CRK SUB	1,750.00
				<u><u>\$ 931,346.24</u></u>



*At the Heart of Community*

VILLAGE MANAGER'S OFFICE

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

(847) 438-5141  
LakeZurich.org

MEMORANDUM

Date: November 25, 2024  
To: Ray Keller, Village Manager *PK*  
From: Erin Rauscher, Assistant to the Village Manager  
Subject: **2025 Annual Schedule of Meetings**

AGENDA ITEM  
*7d*

**Issue:** Attached is the annual schedule of meetings for calendar year 2025 for all Village of Lake Zurich commissions, advisory panels, and pension boards.

**Analysis:** Approval and subsequent notification of the proposed meeting schedule for calendar year 2025 fulfills the State of Illinois Open Meetings Act requirement that all public bodies give notice of the dates, times, and places of regularly scheduled meetings.

**Recommendation:** Staff recommends the Village Board approve the attached annual schedule of meetings for 2025.

*w/ Attachments:* Schedule of meetings for 2025

Approved on \_\_\_\_\_

**VILLAGE OF LAKE ZURICH, ILLINOIS**  
**Annual Schedule of Meetings for 2025**

All meetings are held at the **Village of Lake Zurich, 70 East Main Street** unless otherwise noted below. Village Board and Planning & Zoning Commission meetings are webcast live at [LakeZurich.org](http://LakeZurich.org) and [Facebook Live](#).

**BOARD OF TRUSTEES** meets the 1<sup>st</sup> and 3<sup>rd</sup> Monday each month at **7:00 PM** at Village Hall except for Tuesdays on: February 18, 2025 (*closed February 17, 2025*) and September 2, 2025 (*closed September 1, 2025*).

**COMMUNITY & POLICE ADVISORY COMMITTEE** meets the 3<sup>rd</sup> Wednesday of every 3<sup>rd</sup> month at **6:30 pm** (Training Room at Police Station).

March 19                      June 18                      September 17                      December 17

**FIRE & POLICE COMMISSION** meets the 3<sup>rd</sup> Tuesday each month at **5:30 pm** at the Police Dept, 200 Mohawk Trail.

January 21              February 18              March 19              April 15              May 20              June 17  
 July 15              August 19              September 16              October 21              November 18              December 16

**FIRE PENSION BOARD** meets the 3<sup>rd</sup> Wednesday of every 3<sup>rd</sup> month at **8:00 a.m.** at Village Hall.

January 15                      April 16                      July 16                      October 15

**PARK & RECREATION ADVISORY BOARD** meets the 2<sup>nd</sup> Tuesday of every 2<sup>nd</sup> month at **6:30 pm** at Village Hall.

February 11              April 8              June 10              August 12              October 14              December 9

**PLANNING & ZONING COMMISSION** meets the 3<sup>rd</sup> Wednesday each month at **7:00 pm** at Village Hall.

January 15              February 19              March 19              April 16              May 21              June 18  
 July 16              August 20              September 17              October 15              November 19              December 17

**POLICE PENSION BOARD** meets the 2<sup>nd</sup> Tuesday of every 3<sup>rd</sup> month at **8:00 am** at the Police Dept., 200 Mohawk Trail.

January 14                      April 8                      July 8                      October 14

**TREE COMMISSION** meets the first Tuesday of every month at **6:30 pm** at Community Services, 505 Telser Road.

January 7              February 4              March 4              April 1              May 6              June 3  
 July 1              August 5              September 2              October 7              November 4              December 2

**ADMINISTRATIVE ADJUDICATION** meets the fourth Tuesday of every month at **9:00 am** at Village Hall.

January 24              February 14              March 14              April 25              May 23              June 27  
 July 25              August 22              September 26              October 24              November 14              December 12

**FOREIGN FIRE TAX BOARD** meets the following dates at Fire Station #1, 321 South Buesching Road.

January 8 at 7:15 am              April 9 at 7:30 am              July 9 at 7:30 am              October 8 at 7:30 am



*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: December 2, 2024  
To: Ray Keller, Village Manager *RK*  
From: Sarosh Saher, Community Development Director  
CC: Colleen McCauley, Village Planner  
Mary Meyer, Building Services Supervisor  
Re: Zoning Application for a Variation – 36 Park Avenue  
Richard Balnius

AGENDA ITEM

*7e*

**Issue.** Mr. Richard Balnius (the “Applicant” and “Owner”), has filed a zoning application for the property at 36 Park Avenue (the “Subject Property”). Specifically, the Applicants are seeking:

- a Variation from the provisions of Zoning Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” to the front and side yard setback requirements for the Subject Property, as modified, establishing a specialized 25-foot front yard minimum setback pursuant to Zoning Code section 9-3-11-C-1 Residential Minimum Yards: Front and Side Yard to allow for the construction of a covered porch that will encroach into the required 25-foot front yard setback under the R-5 Zoning
- section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard, to allow for the construction of an attached garage that will encroach into the side yard setback requirements for the Subject Property, as modified, establishing a specialized minimum required 5.25-foot side yard setback (for non-conforming properties) under the current R-5 Zoning.

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

- Become more business friendly and customer oriented.

**Analysis.** The Subject Property is located within the Village’s R-5 Residential District that provides for single-family homes. The R-5 zoning district requires a



Variation – 36 Park Avenue  
December 2, 2024

The Subject Property is a non-conforming zoning lot in the R-5 single-family zoning district that is granted certain exceptions from the front and side yard requirements of this zoning district. Specifically, for lots less than 10,000 square feet developed prior to 1991, the zoning code provides for a front yard setback of 25 feet (Section 9-3-11.C.1.a), and a side yard setback of 5.25 feet (Section 9-11-5.B. Note 1). These lots are otherwise required to conform to all other requirements of the zoning district in which they are located, including without limitation, floor area ratio, lot coverage including minimum landscaped surface area.

The Subject Property has a lot area of 8,712 square feet with an approximately 1,700 square-foot residential structure on it. It does not currently have a garage or a front porch.

The property owner is proposing to construct a new covered front porch that will encroach into the 8 feet into the front yard setback, and to construct a new 2-car garage that will encroach 4.25 feet into the side yard thereby being located 1 foot from the side lot line. The driveway will concurrently encroach into the side yard as well to serve the garage.

The Planning and Zoning Commission (PZC) held a public hearing on November 20, 2024 to consider the application and voted 6-0 in favor of recommending approval of the variation to allow for the construction of the garage and front porch. No additional conditions were added other than those initially recommended by staff, and no further additional changes were required of the applicant. The video stream from the PZC meeting can be accessed via the link:  
<https://play.champds.com/lakezurichil/event/141>

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

**Recommendation.** The Planning and Zoning Commission conducted the public hearing on November 20, 2024 and recommended approval of the variation incorporating the conditions for approval provided by staff in its report with no further conditions.

Staff therefore recommends approval of the attached ordinance, with its specific attachments based on the following conditions for approval that are contained within said ordinance:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
  - a. Zoning Application dated October 04, 2024, prepared by the Applicant Richard Balnius, homeowner of 36 Park Avenue; and Cover Letter.
  - b. Exhibit A: Legal Description of the Subject Property.
  - c. Plat of Survey provided by Richard Balnius.
  - d. Letters of Consent from neighbors submitted October 04, 2024.
  - e. Conceptual exterior elevation and Conceptual Floor Plan prepared by R.B. Custom Design Inc. dated November 18, 2024.



Variation – 36 Park Avenue  
December 2, 2024

2. As further mitigation for construction of the porch and garage, the applicant shall agree not to further reduce the setback of the porch within the front yard or the garage within the side yard. There shall be no increase to the depth of either structure beyond what is being proposed.
3. The Applicant shall install a paved driveway located no less than 1 foot from the west property line to align with the newly constructed garage.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
  - Approval Ordinance including the following exhibits
    - Exhibit A – Legal description of the subject property
    - Exhibit B – August 21, 2024 staff report and planning and zoning commission final recommendation/conditions and its referenced exhibits

## VILLAGE OF LAKE ZURICH



## ORDINANCE NO. 2024-12-595

**AN ORDINANCE GRANTING A VARIATION TO ALLOW FOR THE  
CONSTRUCTION OF A PORCH WITHIN THE FRONT YARD AND A  
2-CAR GARAGE WITHIN THE SIDE YARD  
*36 Park Avenue***

**WHEREAS**, Mr. Richard Balnius is the applicant and owner ("Applicant" and "Owner") for a variation for the property at 36 Park Avenue, said property legally described in Exhibit A hereto ("Subject Property"):

**WHEREAS**, Applicant has filed zoning application PZC 2024-15, dated October 4, 2024, (the "*Application*") seeking the grant and approval of the following for the Subject Property:

- a Variation from the provisions of Zoning Code Section 9-3-11-6, "Specified Structures and Uses in Required Yards" to the front and side yard setback requirements for the Subject Property, as modified, establishing a specialized 25-foot front yard minimum setback pursuant to Zoning Code section 9-3-11-C-1 Residential Minimum Yards: Front and Side Yard to allow for the construction of a covered porch that will encroach into the required 25-foot front yard setback under the R-5 Zoning
- section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard, to allow for the construction of an attached garage that will encroach into the side yard setback requirements for the Subject Property, as modified, establishing a specialized minimum required 5.25-foot side yard setback (for non-conforming properties) under the current R-5 Zoning.

**WHEREAS**, the Applicant seeks this variation under Chapter 17 of the Zoning Code of the Village of Lake Zurich for the Subject Property, said Subject Property currently within the Village's R-5 Single Family Residential Zoning District; and

**WHEREAS**, under the provisions of the R-5 single-family residential district, the Subject Property is granted a front yard setback of 25 feet for properties on lots platted prior to 1991; and

**WHEREAS**, the Subject Property is a non-conforming property subject to the provisions of Chapter 11 of the Lake Zurich Municipal Code entitled “Nonconformities; and

**WHEREAS**, under the provisions of Chapter 11, the Subject Property is granted a side yard setback of 5.25 feet.

**WHEREAS**, in compliance with the law, and the requirements of the Village of Lake Zurich Zoning Code, notice was published on October 28, 2024, in *The Daily Herald*, and the Village posted a public hearing sign on the Subject Property on October 28, 2024, both the newspaper and sign notices informing the public of a public hearing to be held before the Lake Zurich Planning and Zoning Commission (“PZC”) on November 20, 2024, to consider the Application for this requested zoning relief; and

**WHEREAS**, at its November 20, 2024 meeting, the PZC held a public hearing on this matter and considered the report prepared by Village staff, consisting of 10 pages, dated September 20, 2024, addressing the request for a variation to construct the proposed front porch which will encroach into the front yard and the 2-car garage which will encroach into the side yard (“STAFF REPORT”); and considered all information presented by the Applicant, and the applicable factors required under of the Zoning Code; and, after the conclusion of the public hearing, the PZC recommended that the Board of Trustees approve the zoning relief and approval requested in this Application, with no additional conditions of approval, except those set forth hereinafter; and

**WHEREAS**, the President and Board of Trustees of the Village of Lake Zurich met on December 2, 2024, and considered the findings and recommendations of the PZC, including the STAFF REPORT, including final findings and recommendations of the PZC with no additional conditions, said required zoning standards, findings and recommendations attached hereto as Exhibit B and having considered all of the facts and circumstances affecting the Application and these approvals, the President and Board of Trustees have determined that the applicable standards related to this zoning approval under the Village Zoning Code, Title 9, Chapter 17, have been met.

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

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

**SECTION 2: GRANT OF VARIATION.** The President and Board of Trustees, pursuant to the authority vested in them under the laws of the State of Illinois and the provisions of Chapter 17 authorizing such variations and the standards for such variations of the Lake Zurich Zoning Code, hereby grant the following approval for the requested variation to allow for the construction of a front porch and 2-car garage, as shown and provided in the STAFF REPORT dated November 20, 2024, and PZC findings and recommendation, all consisting of 10 pages:

- A Variation from Zoning Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to section 9-3-11-C-1 Residential Minimum Yards: Front and Side Yard which establishes the minimum allowable setback of twenty-five (25) feet for the construction of porches within Front Yards on properties zoned within the R-5 single-family residential district to authorize the requested variation to a front porch to encroach by 8 feet within the Front Yard; and
- A Variation from Zoning Code Section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard which establishes the minimum allowable setback of five and one quarter (5.25) feet for the construction of garages and other structures within Side Yards on non-conforming properties zoned within the R-5 single-family district and subject to the terms and conditions of Chapter 11 of the Lake Zurich Municipal Code entitled “Nonconformities, to authorize the requested variation to a garage and driveway to encroach by 4.25 feet within the Side Yard;”

Both variations being granted in accordance with the standards for the grant of variations set forth at Chapter 17 of the Zoning Code, Section 9-17-4, entitled “Standards for Variation.”

**SECTION 3: FINDINGS IN SUPPORT OF APPROVAL OF VARIATION.** The findings, conditions and recommendations of the PZC as set forth in the STAFF REPORT dated September 20, 2024, and PZC recommendation, all consisting of 10 pages, are hereby accepted as the Board’s own and shall be made a part of the official record for the Application and this grant of approval and subject to the following conditions for approval:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
  - a. Zoning Application dated October 04, 2024, prepared by the Applicant Richard Balnius, homeowner of 36 Park Avenue; and Cover Letter.
  - b. Exhibit A: Legal Description of the Subject Property.
  - c. Plat of Survey provided by Richard Balnius.
  - d. Letters of Consent from neighbors submitted October 04, 2024.
  - e. Conceptual exterior elevation and Conceptual Floor Plan prepared by R.B. Custom Design Inc. dated November 18, 2024.
2. As further mitigation for construction of the porch and garage, the applicant shall agree not to further reduce the setback of the porch within the front yard or the garage within the side yard. There shall be no increase to the depth of either structure beyond what is being proposed.
3. The Applicant shall install a paved driveway located no less than 1 foot from the west property line to align with the newly constructed garage.
4. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

**SECTION 4: COMPLIANCE WITH ORDINANCE AND ALL CODES.** Except as otherwise specifically provided in writing in advance by the Village, no work may be commenced on the Subject Property pursuant to the approvals granted in this Ordinance until all conditions precedent of this Ordinance to such work have been fulfilled and after all permits, approvals, and other authorizations for such work have been properly applied for, paid for, and granted in accordance with applicable law.

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

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

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

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

ATTEST:

\_\_\_\_\_  
Thomas Poynton, Village President

\_\_\_\_\_  
Kathleen Johnson  
Village Clerk

EXHIBIT A

Legal description of the Subject Property

LOT 4 IN F. H. KUEBKER'S FIRST ADDITION TO PROSPECT PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF 19, 1907, AS DOCUMENT 114276, IN BOOK "G" OF PLATS, PAGE 89, IN LAKE COUNTY, ILLINOIS.

Common Street Address: 36 Park Avenue

Property Index Number (PIN): 14-20-103-014

**EXHIBIT B**

November 20, 2024 staff report and PZC recommendation/conditions consisting of 10  
total pages and accompanying Exhibits



*At the Heart of Community*

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road  
Lake Zurich, Illinois 60047

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

**APPLICATION PZC 2024-15**  
**PZC Meeting Date: November 20, 2024**

**AGENDA ITEM 4.A**

**STAFF REPORT**

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

From: Sarosh Saher, Community Development Director

CC: Colleen McCauley, Village Planner  
Mary Meyer, Building Services Supervisor

Date: November 20, 2024

Re: PZC 2024-15 – Zoning Variation for a Porch and Garage  
36 Park Avenue

**SUBJECT**

Mr. Richard Balnius (the “Applicant” and “Owner”) requests a Variation from Zoning Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to section 9-3-11-C-1 and section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard, to allow for the construction of a covered porch that will encroach into the required 25-foot front yard setback and an attached garage that will encroach into the required 5.25-foot side yard setback (for non-conforming properties) at the property commonly known as 36 Park Avenue, legally described in Exhibit A attached hereto (the “Subject Property”). The property is located in the Main Street Area and is within the Downtown Redevelopment Overlay District.

**GENERAL INFORMATION**

Requested Action:	Variation of Front Yard Setback for Porch Variation of Side Yard Setback for Garage
Current Zoning:	R-5 Single-Family Residential District DR Downtown Redevelopment Overlay District
Current Use	Single Family Home
Property Location:	36 Park Avenue
Applicant and Owner:	Mr. Richard Balnius



**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

Staff Coordinator: Colleen McCauley, Village Planner

**LIST OF EXHIBITS**

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

**BACKGROUND**

Mr. Richard Balnius (the “Applicant” and “Owner”) is the recent owner of the property located at 36 Park Avenue, and legally described in Exhibit A attached hereto (the “Subject Property”). The Applicant filed an application with the Village of Lake Zurich received on October 4, 2024 (the “Application”) seeking:

- A Variation from Code Section 9-3-11-6, “Specified Structures and Uses in Required Yards” pursuant to Section 9-3-11-C-1 and Section 9-3-11-C-2, Residential Minimum Yards: Front and Side Yard

The Subject Property is comprised of a non-conforming zoning lot in the R-5 single-family zoning district that is granted certain exceptions from the front and side yard requirements of such zoning district. Specifically, for lots less than 10,000 square feet developed prior to 1991, the zoning code provides for a front yard setback of 25 feet (Section 9-3-11.C.1.a), and a side yard setback of 5.25 feet (Section 9-11-5.B. Note 1). These lots are otherwise required to conform to all other requirements of the zoning district in which they are located, including without limitation, floor area ratio, lot coverage including minimum landscaped surface area.

The Subject Property has a lot area of 8,712 square feet with an approximately 1,700 square-foot residential structure on it. It does not currently have a garage or a front porch.

As it relates to the front yard of the Subject Property, porches may be located no less than 25 feet from any front lot line. In the case of the Subject Property, the porch is proposed to be constructed 18 feet from the front lot line which will encroach into the front yard setback by 7 feet and run along the entire length of the front of the home.

The Subject Property currently has steps leading to the front door which extend 8 feet into the front yard setback. The existing front steps will be removed and replaced with the new porch containing side loaded steps.

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

As it relates to the front yard of the Subject Property, garages may be located no less than 5.25 feet from any interior side lot line. In the case of the Subject Property, the garage is proposed to be constructed 1 foot from the side lot line which will encroach into the side yard setback by 4.25 feet.

The Subject Property currently has a legal nonconforming gravel driveway in the side yard that is 20 feet in width, which extends up to and runs along the west side property line. The proposed garage will be constructed 1 foot from the side lot line, with plans for a newly paved driveway to maintain this same setback.

The Applicant will obtain the clearance from all utility companies to install the porch in the front yard and the garage in the side yard prior to construction. There are no Village utility easement requirements or grade concerns that would prevent the construction in either the front or side yard. The Applicant has obtained the consent of the owners of three adjacent properties for the construction of the porch and garage, including the neighboring property owner to the west.

Pursuant to public notice published on October 28, 2024, in the Daily Herald, a public hearing has been scheduled with the Lake Zurich Planning & Zoning Commission for November 20, 2024, to consider the Application. On October 28, 2024, the Village posted a public hearing sign on the Subject Property (Exhibit B).

Staff offers the following additional information:

- A. Courtesy Review.** Due to the low impact of this project, courtesy review was not recommended.
- B. Zoning History.** The property is located within the Lake Zurich Main Street Area. Available records indicate that the building on the property was constructed prior to 1939. The Subject Property is zoned within the R-5 Single Family Residential District, and is included within the DR Downtown Redevelopment Overlay district.
- C. Surrounding Land Use and Zoning.** The Subject Property is located within the traditional Main Street Area of Lake Zurich. The properties to the north of the Subject Property are zoned within the B-2 Central Business district and are improved with a mix of locally owned retail and service businesses. The two properties to the west are zoned within the R-5 Single Family district and contain the parking lot for the Vault 232 restaurant. The lots to the east and south are similarly zoned within the R-5 Single Family district and contain single family homes that were constructed around the same time as the Subject Property.
- D. Trend of Development.** According to records, the residence at 36 Park Avenue was constructed sometime before 1939. It is a single-story home and is similar to the other homes along Park Avenue that appear to have been constructed around the same time. The Main Street Area is developed with a mix of vintage and more recent buildings containing smaller locally-owned businesses on the first floor with some residential uses on upper

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

floors. A number of properties containing older buildings that had outlived their utility have been redeveloped with newer mixed-use buildings.

- E. Zoning District.** The zoning code provides for four (4) zoning districts for single-family residential development. The single-family districts provide for a limited range of single-family detached housing densities consistent with the village's established single-family residential neighborhoods. The R-5 district allows for somewhat higher density residential use and smaller lot sizes.

Taken as a whole, the residential district regulations are intended to preserve established neighborhoods and encourage new residential development, but only in a manner consistent with the overall character of the village.

- F. Nonconforming lots.** The zoning code recognizes lots constructed prior to 1991 that do not conform to the strict application of the current zoning codes, and regulates the continued existence of such lots through certain exceptions related to lot area, lot width and setbacks.
- G. Garages:** As it pertains to the location of required parking spaces in residential districts, the zoning code requires that at least 2 parking spaces on a property be located within an enclosed garage.

**GENERAL FINDINGS**

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

**9-17-4: STANDARDS FOR VARIATIONS.**

- A. General Standard:** No variation shall be granted pursuant to this chapter unless the applicant shall establish that carrying out the strict letter of the provisions of this zoning code would create a particular hardship or a practical difficulty. Such a showing shall require proof that the variation being sought satisfies each of the standards set forth in this section.

**Staff Response: Standard met. Applicant has shown proof that there is a practical difficulty in constructing the porch and garage in compliance with the provisions of the current zoning code. The proposed covered porch and attached garage would be restricted in size due to the required 25-foot front yard and 5.25-foot side yard setback.**

- B. Unique Physical Condition:** The subject property is exceptional as compared to other lots subject to the same provision by reason of a unique physical condition, including presence of an existing use or structure, whether conforming or nonconforming; irregular or substandard shape or size; exceptional topographical features; or other extraordinary

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

physical conditions peculiar to and inherent in the subject property that amount to more than a mere inconvenience to the owner and that relate to or arise out of the lot rather than the personal situation of the current owner of the lot.

**Staff Response: Standard met. The zoning lot was platted prior to 1991 within a land area of 8,712 square feet which is less than the current requirement of 10,000 square feet. The current residence on the lot was constructed prior to 1939 and was built without an accompanying garage.**

**Porch - The Subject Property has an existing stair structure that extends 8 feet into the front yard setback. The proposed covered porch requires a variation to encroach into the front yard setback and build within this line.**

**Garage - The Subject Property has an existing non-conforming driveway that runs along the west property line. The 20-foot by 24-foot garage is proposed to be located 1 foot back from this side lot line. The garage would need to be constructed within the side yard setback to align with the existing driveway.**

- C. Not Self-Created: The aforesaid unique physical condition is not the result of any action or inaction of the owner, or of the owner's predecessors in title and known to the owner prior to acquisition of the subject property, and existed at the time of the enactment of the provisions from which a variation is sought or was created by natural forces or was the result of governmental action, other than the adoption of this zoning code, for which no compensation was paid.

**Staff Response: Standard met. The unique or extraordinary physical condition was not the result of any action of the current property owner, rather a result of a previous owner who extended the driveway to the property line.**

- D. Denied Substantial Rights: The carrying out of the strict letter of the provision from which a variation is sought would deprive the owner of the subject property of substantial rights commonly enjoyed by owners of other lots subject to the same provision.

**Porch- Staff Response: Standard met. The owner is requesting a covered porch to extend 7 feet into the front yard setback. Several homes along Park avenue have covered porches that extend into the required front yard setback. Denying the porch to be built would deny the property owner the opportunity to enjoy an architectural feature that is offered to other residents in the neighborhood.**

**Garage- Staff Response: Standard met. The owner is requesting an attached two-car garage to align with the existing driveway. This being one of the oldest neighborhoods in the Village, the homes were constructed without attached garages. Denying the garage to be built would deny the property owner a common feature that is provided to other residents who live in newer homes within the community. Additionally, the addition of a two-car garage on the property will bring the property closer into conformance with the zoning code requirements for off-street parking.**

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

- E. Not Merely Special Privilege: The alleged hardship or difficulty is not merely the inability of the owner or occupant to enjoy some special privilege or additional right not available to owners or occupants of other lots subject to the same provision, nor merely an inability to make more money from the use of the subject property; provided, however, that where the standards herein set out exist, the existence of an economic hardship shall not be a prerequisite to the grant of an authorized variation.

**Staff Response: Standard met. The hardship does not involve the inability of the owner to enjoy any special privilege in using the property. Granting the variation will allow the current owner to enjoy a covered outdoor space and an enclosed place to park, both of which are traditional and customary to the enjoyment and use of a residential property.**

- F. Code and Plan Purposes: The variation would not result in a use or development of the subject property that would be not in harmony with the general and specific purposes for which this zoning code and the provision from which a variation is sought were enacted or the general purpose and intent of the official comprehensive plan.

**Staff Response: Standard met. Granting the variation would not change the residential use of the Subject Property. The location and design of the home, the covered porch, the attached garage, and other accessory structures will continue to remain in harmony with the residential purpose of the zoning code and comprehensive plan.**

- G. Essential Character of the Area: The variation would not result in a use or development on the subject property that:

1. Detrimental to Enjoyment: Would be materially detrimental to the public welfare or materially injurious to the enjoyment, use, development, or value of property or improvements permitted in the vicinity; or

**Staff Response: Standard met. If the Applicant is granted the requested variation, it will not create a negative effect on public welfare, enjoyment, development, or value of property.**

2. Light and Air: Would materially impair an adequate supply of light and air to the properties and improvements in the vicinity; or

**Staff Response: Standard met. Granting of the variation would have no effect on the supply of light and air to the subject property or those properties in the vicinity as the Applicants only wish to construct a covered porch that encroaches 7 feet into the front yard setback and an attached garage that encroaches 4.25 feet into the required side yard setback. Both the porch and garage are proposed to be built to modern standards of the building code.**

**Staff Report**  
APPLICATION PZC 2024-15

**Community Development Department**  
PZC Meeting Date: November 20, 2024

3. Congestion: Would substantially increase congestion in the public streets due to traffic or parking; or

**Staff Response: Not Applicable. Granting of the variation would not affect any congestion due to traffic or parking as the land use or density of the property is not being altered.**

4. Flood or Fire: Would unduly increase the danger of flood or fire; or

**Staff Response: Standard met. The proposed porch and garage will conform to current building codes and therefore would not impede the drainage flow on the property or increase any risk of fire.**

5. Tax Public Facilities: Would unduly tax public utilities and facilities in the area; or

**Staff Response: Standard met. Granting of the variation would not cause the property to unduly tax public utilities or facilities in the area since its function would not change.**

6. Endangerment: Would endanger the public health or safety.

**Staff Response: Standard met. The proposed variation would not affect the public's health or safety. The proposed garage will reduce the side yard setback to 1 foot towards the neighbor at 35 West Main Street and will not affect the health or safety of users on the street or adjacent property owners. The property adjacent to the proposed garage is the parking lot for the restaurant, Vault 232. This property line is screened with a 6-foot-tall wood fence and evergreen coniferous trees that stand even taller.**

- H. No Other Remedy: There is no means other than the requested variation by which the alleged hardship or difficulty can be avoided or remedied to a degree sufficient to permit a reasonable use of the subject property.

**Porch- Staff Response: Standard partially met. The covered porch is only being constructed to give the structure the desired utility in the front yard.**

**An uncovered porch could be constructed that extends 8 feet from the home, within the same footprint of the existing stairs.**

**However, this would diminish the amount of usable space, as a covered porch would be able to be enjoyed during all kinds of weather. A covered porch would provide shelter from rain and shade from the sun.**

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

Additionally, properties along Park Avenue have covered porches that extend into the front yard by a similar distance so the proposed porch will blend into the existing building line and will not negatively stand out.

**Garage- Staff Response:** Standard partially met. The garage is only being constructed to give the building the desired utility and to align with the existing driveway.

An attached garage could be constructed in way that maintains the required 5.25-foot side yard setback but this would greatly diminish the size of the garage and the driveway would need to be modified. A two-car garage could be constructed in the rear portion of the lot, but this would require the Applicant to significantly extend the driveway, thereby increasing the impervious surface on the lot.

The existing driveway on the property is non-conforming, as it runs along the property line and does not maintain the required 3-foot setback. If the variation is granted, the Applicant plans on reducing the driveway by 1 foot to align with the new garage.

Additionally, screening along the west property line already exists in the form of a 6-foot solid wood fence and tall evergreen coniferous trees.

Further, the owners of the adjacent properties have not objected to the construction of the attached garage as proposed and have all submitted their signed support.

Staff therefore recommends approval of the variation, despite the partial compliance with this standard.

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

**RECOMMENDATION**

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

- Section 9-17-4: Standards for Variations

Section 9-17-5 entitled "Variation less than requested" provides the PZC with the option of granting a variation less than or different from that requested when the record supports the applicant's right to some relief but not to the relief requested.

Based on the review of the standards for approval which have been met with the exception of Standard H, staff recommends that the Planning and Zoning Commission make these standards a part of the official record of the Application.

Further, based on the existing conditions and mitigation (reduction in bulk) proposed by the owner as further described in the staff response to Standard H, Staff of the Community Development Department recommends the approval of PZC 2024-12, subject to the following conditions:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
  - a. Zoning Application dated October 04, 2024, prepared by the Applicant Richard Balnius, homeowner of 36 Park Avenue; and Cover Letter.
  - b. Exhibit A: Legal Description of the Subject Property.
  - c. Plat of Survey provided by Richard Balnius.
  - d. Letters of Consent from neighbors submitted October 04, 2024.
2. As further mitigation for construction of the porch and garage, the applicant shall agree not to further reduce the setback of the porch within the front yard or the garage within the side yard. There shall be no increase to the depth of either structure beyond what is being proposed.
3. The Applicant shall submit elevation plans for both the porch and garage prior to the Village Board meeting.
4. The Applicant shall install a paved driveway located no less than 1 foot from the west property line to align with the newly constructed garage.
5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.

Respectfully submitted,  
 Colleen McCauley, Village Planner



Staff Report  
APPLICATION PZC 2024-15

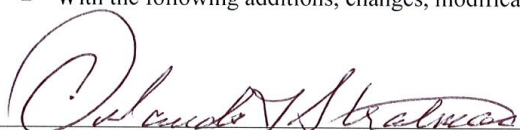
Community Development Department  
PZC Meeting Date: November 20, 2024

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

**36 PARK AVENUE  
NOVEMBER 20, 2024**

The Planning & Zoning Commission recommends approval of Application **PZC 2024-15**, and the Planning & Zoning Commission adopts the findings as contained within the Staff Report dated **November 20, 2024** for this Application and subject to any changes or approval conditions as listed below:

1. Substantial conformance with the following documentation submitted as part of the application and subject to revisions required by Village Staff, Village Engineer, and any applicable governmental agencies:
    - a. Zoning Application dated October 04, 2024, prepared by the Applicant Richard Balnius, homeowner of 36 Park Avenue; and Cover Letter.
    - b. Exhibit A: Legal Description of the Subject Property.
    - c. Plat of Survey provided by Richard Balnius.
    - d. Letters of Consent from neighbors submitted October 04, 2024.
  2. As further mitigation for construction of the porch and garage, the applicant shall agree not to further reduce the setback of the porch within the front yard or the garage within the side yard. There shall be no increase to the depth of either structure beyond what is being proposed.
  3. The Applicant shall submit elevation plans for both the porch and garage prior to the Village Board meeting.
  4. The Applicant shall install a paved driveway located no less than 1 foot from the west property line to align with the newly constructed garage.
  5. The development shall be in compliance with all other applicable codes and ordinances of the Village of Lake Zurich.
- ☐ Without any further additions, changes, modifications and/or approval conditions.  
☐ With the following additions, changes, modifications and/or approval conditions:

  
Planning & Zoning Commission Chairman

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

**EXHIBIT A**  
**LEGAL DESCRIPTION OF SUBJECT PROPERTY**

LOT 4 IN F. H. KUEBKER'S FIRST ADDITION TO PROSPECT PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF 19, 1907, AS DOCUMENT 114276, IN BOOK "G" OF PLATS, PAGE 89, IN LAKE COUNTY, ILLINOIS.

Common Street Address: 36 Park Avenue  
Property Index Number (PIN): 14-20-103-014

**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

**EXHIBIT B**

**PUBLIC HEARING SIGNS PRESENT AT SUBJECT PROPERTY**



**Staff Report**  
**APPLICATION PZC 2024-15**

**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

**EXHIBIT C**

**IMAGES OF THE SUBJECT PROPERTY**





**Staff Report**  
**APPLICATION PZC 2024-15**



**Community Development Department**  
**PZC Meeting Date: November 20, 2024**

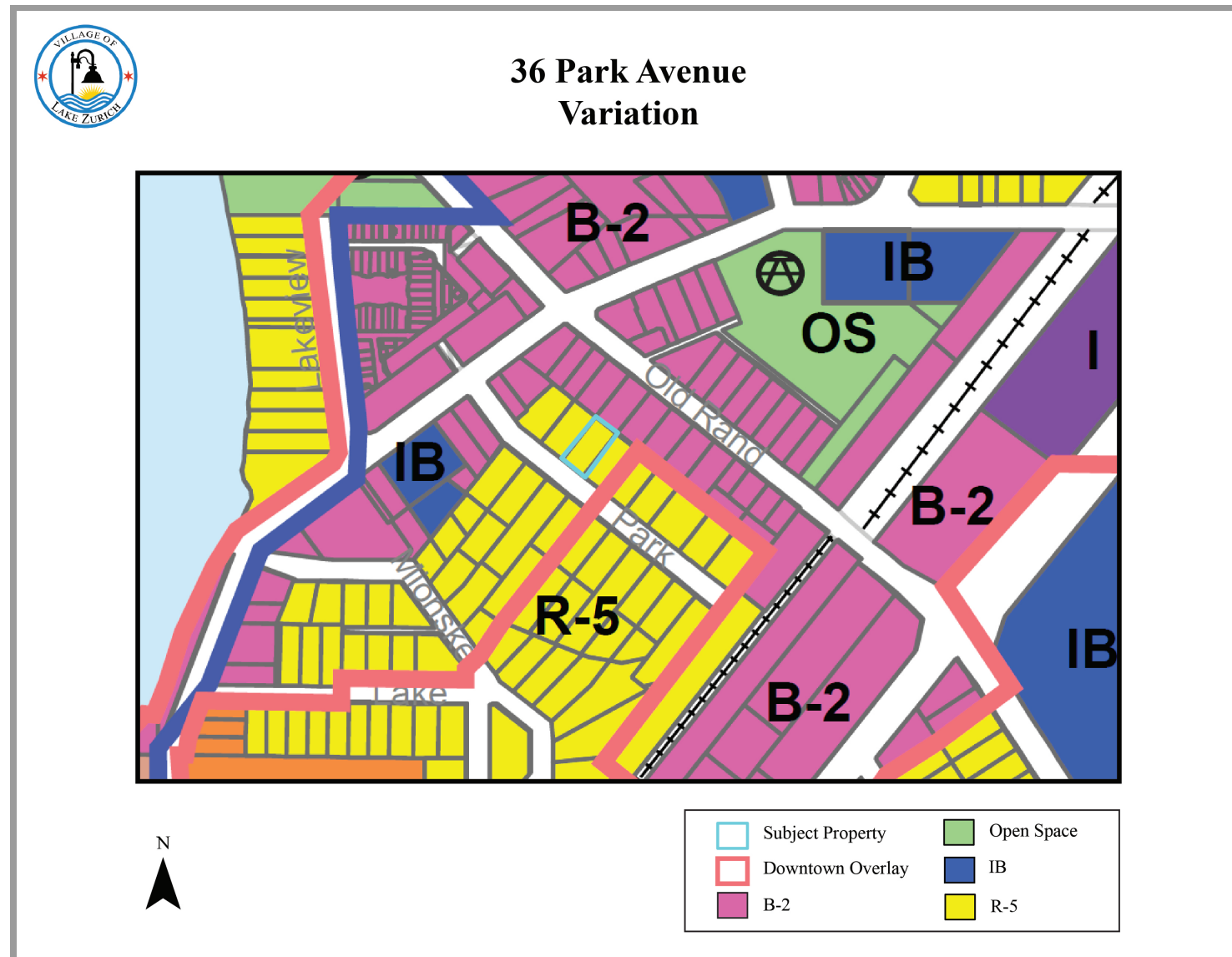




## 36 Park Avenue Variation



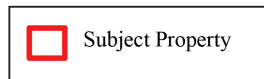
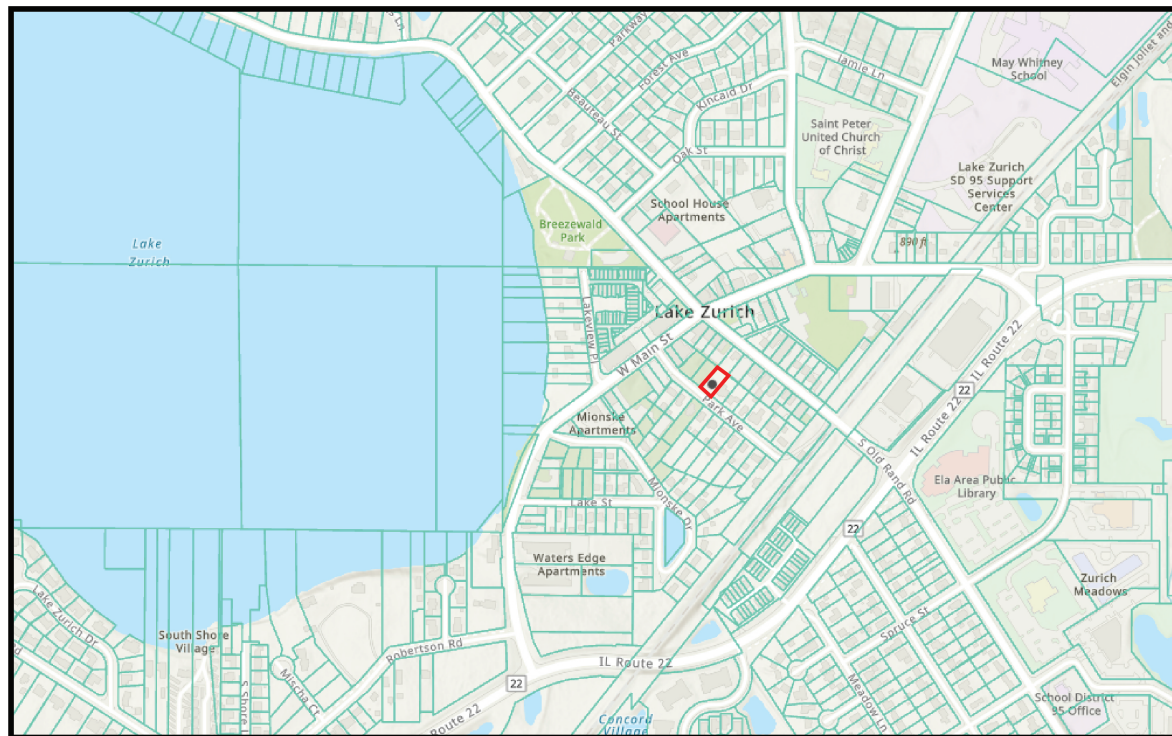
-  Subject Property
-  Tax Parcel Lines







## 36 Park Avenue Variation





**ZONING APPLICATION**

Community Development Department

505 Telser Rd.

Lake Zurich, IL 60047

Phone: (847) 540-1696

Fax: (847) 540-1769

**(Please Type or Print)**

1. Address of Subject Property: 36 Park Ave Lake Zurich IL 60047
2. Please attach complete legal description
3. Property Identification number(s): 14-20-103-014
4. Owner of record is: Richard Balnius Phone: 708-935-7254  
E-Mail RBalnius@gmail.com Address: 79 Miller RD Hawthorn Wood IL 60047
5. Applicant is (if different from owner): \_\_\_\_\_ Phone: \_\_\_\_\_  
E-Mail \_\_\_\_\_ Address: \_\_\_\_\_
6. Applicant's interest in the property (owner, agent, realtor, etc.): Owner
7. All existing uses and improvements on the property are: \_\_\_\_\_
8. The proposed uses on the property are: \_\_\_\_\_
9. List any covenants, conditions, or restrictions concerning the use, type of improvements, setbacks, area, or height requirements placed on the Subject Property and now of record and the date of expiration of said restrictions: \_\_\_\_\_
10. Describe any contract or agreement of any nature relevant to the sale or disposal of the Subject Property: \_\_\_\_\_
11. For applications requiring a public hearing, please attach a list which contains the PIN, owner, and owner's mailing address of all properties located within 250 feet (excluding all Public Right-of-Ways) of the Subject Property.

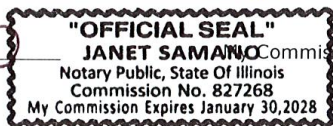
THE APPLICANT'S SIGNATURE BELOW INDICATES THE INFORMATION CONTAINED IN THIS APPLICATION AND ON ANY ACCOMPANYING DOCUMENTS IS TRUE AND CORRECT.  
THE APPLICANT ALSO ACKNOWLEDGES IF THE CONSULTANT EXPENSES EXCEED THE INITIAL ESCROW DEPOSIT, THE APPLICANT WILL REIMBURSE THE ACCOUNT IMMEDIATELY.

Richard Balnius  
(Name of applicant)

Richard Balnius  
(Signature of applicant)

Subscribed and sworn to before me this 41 day of OCTOBER, 2024.

Janet Samano  
(Notary Public)



Commission Expires 1/30/28

(Name of Owner, if different)

(Signature of Owner, if different)

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

(Notary Public)

My Commission Expires \_\_\_\_\_

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

☐ Zoning Code **Map** Amendment to change zoning of Subject Property from \_\_\_\_ to \_\_\_\_

☐ Zoning Code **Text** Amendment to amend the following section(s) of the Zoning Code \_\_\_\_\_

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

☐ Special Use Permit/Amendment for \_\_\_\_\_

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

☐ Planned Unit Development/Major Adjustment/Amendment

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

☐ Variation for 2 Car Attached Garage & covered front porch \_\_\_\_\_

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

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

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

☐ Preliminary Plat of Subdivision

☐ Final Plat of Subdivision or Amendment to Plat of Subdivision

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

☐ Site Plan Approval/Major Adjustment/Amendment

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

☐ Exterior Appearance Approval or Amendment

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

#### **APPLICATION TO ANNEX CERTAIN TERRITORY**

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

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

☐ Application to Annex Certain Territory

#### **COMPREHENSIVE PLAN APPLICATION**

☐ Comprehensive Plan **Map** Amendment for \_\_\_\_\_

☐ Comprehensive Plan **Text** Amendment for \_\_\_\_\_



*At the Heart of Community*

## Village of Lake Zurich Zoning Application Guide

### IF APPLICABLE VILLAGE OF LAKE ZURICH

### NOTIFICATION AFFIDAVIT

I, Richard Balnius hereby certify as follows:

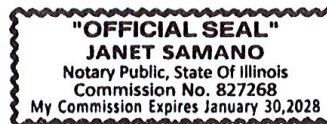
- I. That on the 04 day of, October, 2024, affiant caused to be mailed in the Post Office of Lake Zurich, Illinois, copies of the attached Notice of Public Hearing to all listed taxpayers of real estate within 250 feet, excluding all Public Right of Way, of the subject property and to the owners or representatives of property listed as exempt.
2. That the parties to whom said notice was mailed are set forth on Page 15, Item #13 of this application.

Richard Balnius  
Signature

Subscribed and sworn to before me this 4 day of October, 2024.

Janet Samano  
(Notary Public)

My Commission Expires 1/30/28



**\*Note: This is to be notarized and returned to Staff after notifications are mailed out.**

**Richard Balnius**

79 Miller road

Hawthorn woods ,Illinois 60047

October 4, 2024

Mr. Orlando Stratman  
Chairperson of the  
Planning & Zoning Commision

Dear Mr. Orlando Stratman,

Attached please find all necessary documentation required to apply for a variance to add a 2 car attached garage and a covered front porch to the property located at 36 Park Ave Lake Zurich, Illinois 60047.

The property is currently a 4 bedroom 2 bath craftsman style cape cod built in the 1930. The home is approximately 1700 Sq ft on a lot of 8712 sq. Current side lot set back is 5 1/2 feet. The front set back from Park ave is 25 feet from the property line.

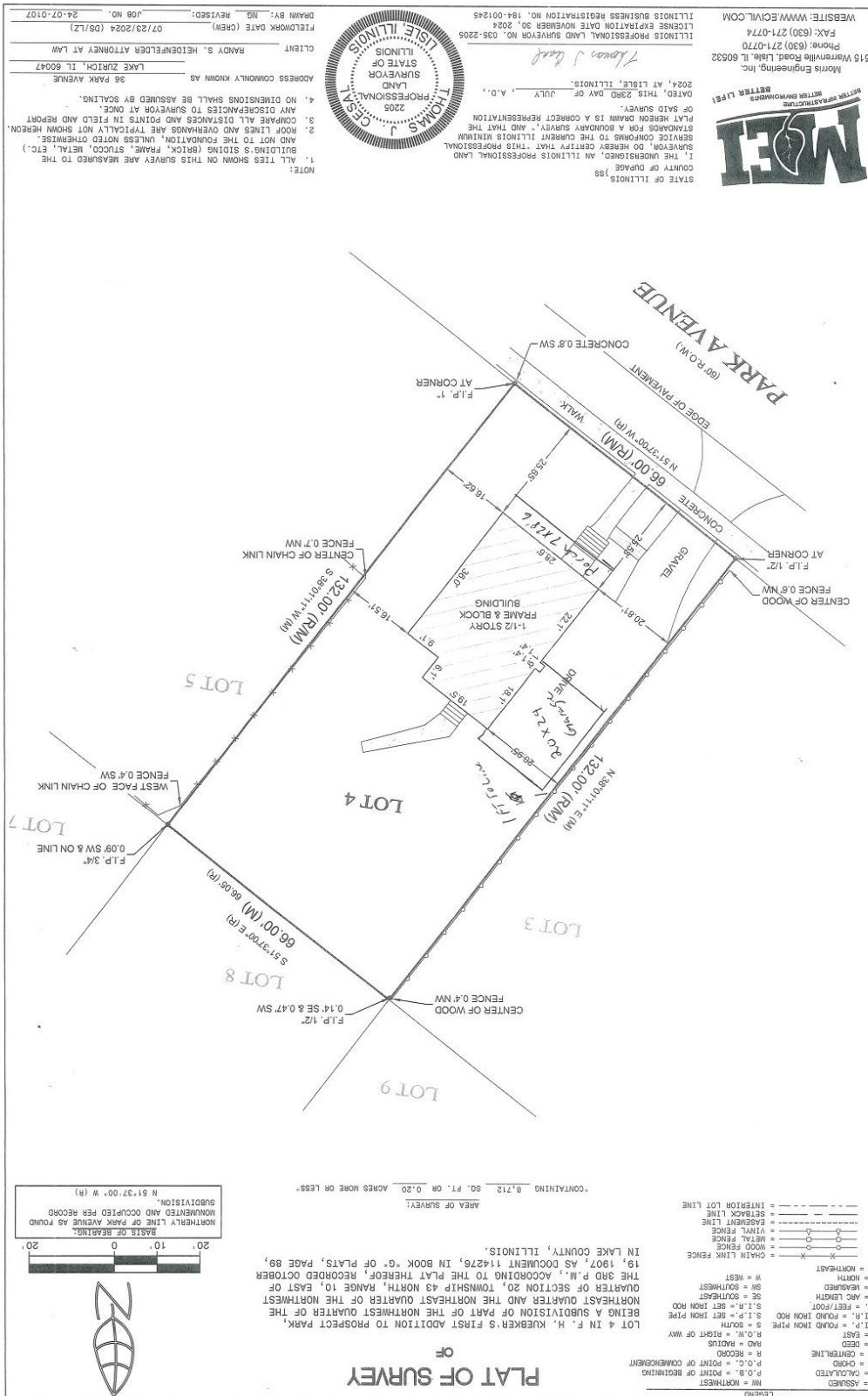
We are requesting a side lot variance to allow for construction of a 20' x 24, 2 car garage attached to the existing home. This would require the set back to be reduced by 4 1/2 feet. We also would like to add a front covered porch with dimensions of 7' x 28'. There is currently stairs and a landing that project from the front approximately 8 feet.

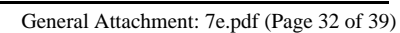
Many homes in the Lake Zurich area have a 2 car attached garage. Many homes in the subdivision have non standard lot sizes and set backs that vary.

My desire to improve my property value, and the unique nature of the neighborhood, I respectfully request a variance of 4 feet 6 inches to complete the project. In addition, I have verbally talked my neighbors, who have voiced their support of this property enhancement and attached a petition signed by them.

Sincerely yours,

Richard Balnius





**LOT 4 IN F. H. KUEBKER'S FIRST ADDITION TO PROSPECT PARK, BEING  
A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE  
NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE  
NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE  
10, EAST OF 19, 1907, AS DOCUMENT 114276, IN BOOK "G" OF PLATS,  
PAGE 89, IN LAKE COUNTY, ILLINOIS.**



## WARRANTY DEED

The GRANTOR, Marjorie Meyer,  
Widow of Paul Meyer, deceased,  
of Lake Zurich IL for and in  
consideration of TEN and  
no/100 Dollars, (\$10.00) and other  
good and valuable consideration  
in hand paid, CONVEYS and  
WARRANTS to

RMB Properties Inc.

the following described real estate situated in the County of Lake, in the State of Illinois, to wit:

See attached sheet

Permanent index number: 14-20-103-014

Commonly known as: 36 Park Avenue, Lake Zurich IL 60047

Subject to: covenants, conditions and restrictions of record; public and utility easements,  
roads and highways; general real estate taxes for the year 2024 and subsequent years,

Hereby releasing and waiving all rights under and by virtue of the Homestead Exemption  
Laws of the State of Illinois, TO HAVE AND TO HOLD said premises.

Dated this 15 day of August 2024.

Marjorie Meyer SEAL  
Marjorie Meyer

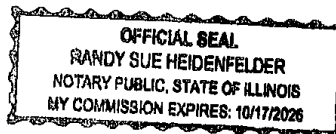
State of Illinois, County of Lake  
I, the undersigned, a Notary Public in and for said County and State, DO HEREBY CERTIFY  
that Seller Marjorie Meyer, is personally known to me to be the same person whose name is  
subscribed to the foregoing instrument, appeared before me this day in person, and  
acknowledged that he/she signed, sealed and delivered the said instrument as his/her free and  
voluntary act, for the uses and purposes therein set forth, including the release and waiver of  
the right of homestead..

Given under my hand and official seal, this 15 day of August 2024.

Commission expires 10/17/2026 Randy S. Heidenfelder  
Notary public

This Deed prepared by Randy Heidenfelder,  
Attorney at Law, 480 Surryse Rd, Lake Zurich IL

Return Deed to: Christine Piesiecki, Attorney at Law,  
9800 S. Roberts Rd, #205, Palos Hills IL 60465



Send subsequent tax bills and Buyer address: to RMB Properties Inc.,  
79 Miller Road, Lake Zurich IL 60047

Hawthorn Woods,



**EXHIBIT "A"**  
Legal Description

LOT 4 IN F. H. KUEBKER'S FIRST ADDITION TO PROSPECT PARK, BEING A SUBDIVISION OF PART OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER AND THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 10, EAST OF THE 3RD P.M., ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 19, 1907, AS DOCUMENT 114276, IN BOOK "G" OF PLATS, PAGE 89, IN LAKE COUNTY, ILLINOIS.

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its Issuing agent that may be in electronic form.*

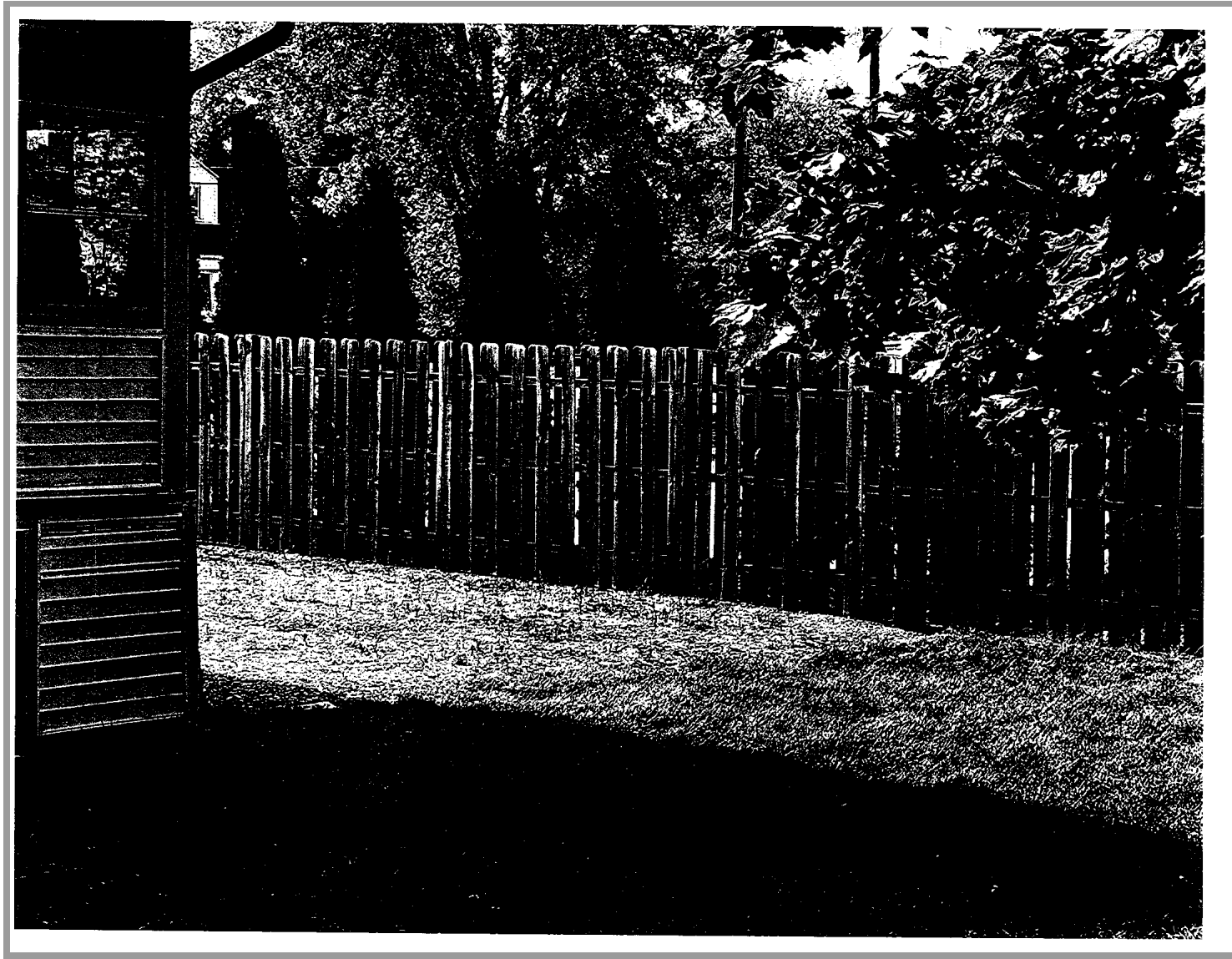
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ALTA Commitment for Title Insurance (07/01/2021)









I have verbally spoken with the owner of 36 Park ave, and understand he has requested a variance in order to add a 2 car garage to the northeast corner of his home. I have no objections to this request/project.

Lisa Côté 44 Park Ave Lisa Côté

Mayte A Ocampo 37 Park Ave Mayte A Ocampo

Don Nuh owner of 35 W. Maple Street



*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: December 2, 2024  
To: Ray Keller, Village Manager *PK*  
From: Sarosh Saher, Community Development Director  
CC: Mary Meyer, Building Services Supervisor  
Re: Adoption of the Lake Zurich Building Codes and Local Amendments

AGENDA ITEM

74

**Issue:** The Village of Lake Zurich proposes the adoption of the 2018 editions of the baseline building codes and other accompanying codes.

**2014-2019 Strategic Plan:** This agenda item is consistent with an objective under Goal #2: Development:

- Update Regulations and Develop Proactive Policies which will Include Revision of the Comprehensive Plan.

**Background:** Lake Zurich currently enforces the 2012 International Building Code including Appendix G, International Existing Building Code and International Residential Code (all referred to as the “baseline codes”). However, based on the Capital Development Board Act (“CDB Act”) passed in August 2023, the CDB Act requires that beginning on January 1, 2025, all Illinois municipalities will be required to adopt new baseline codes either published in the current year (2025) or preceding nine calendar years (no earlier than 2018).

**Analysis:** The proposed updates to our building regulations will allow the Village to remain current with industry standards and best practices to ensure that the homes, commercial and industrial buildings are built to the safest standards.

Staff are proposing to adopt the 2018 baseline codes so that the village can implement a gradual step change in its codes beginning with the 2018 codes and every 2-years thereafter. The intent is to stay consistent with those adopted and enforced by Lake County, since they provide the Village with plan review and inspection services.

The following codes will be updated.



Building Code Updates  
December 2, 2024

Code Name	Current Edition Year	Proposed Edition year
<b>Baseline Codes required to be updated at a minimum to no earlier than 2018</b>		
ICC International Building Code (IBC) including Appendix G	2012	2018
ICC International Existing Building Code (IEBC)	2012	2018
ICC International Residential Code for One-and Two—Family Dwellings (IRC)	2012	2018
<b>Other Codes proposed to be updated</b>		
ICC International Mechanical Code (IMC)	2012	2018
ICC International Property Maintenance Code	2012	2018
ICC International Fire Code (IFC)	2012	2018
ICC International Fuel Gas Code (IFGC)	2012	2018
ICC International Energy Conservation Code (IECC)	2018	2021
ICC International Swimming Pool and Spa Code (ISPSC)	n/a	2018
Illinois Plumbing Code (IPC)	2014	2014
Illinois Accessibility Code (IAC)	2018	2018
NFPA National Electric Code (NEC)	2011	2017
NFPA Life Safety Code 101	2000	2015

The key changes in the 2018 codes adopted by the village is further summarized by individual code in the attached document following this memo.

#### **Local Amendments.**

The Village additionally identified amendments and revisions to certain sections of the International Codes to meet the specific needs of the Village without compromising safety factors. The proposed changes will allow building owners the certainty to be able to design their projects to codes that provide consistency, reduce costs and still meet the industry standards for building code compliance, fire and life safety. Local Amendments from the last update to the 2012 codes that were adopted in 2015 continue to largely remain and will be carried over to the proposed list of local amendments to be consistent with the 2018 codes.

**Recommendation:** Staff recommends approval of the attached ordinance for the adoption of the Lake Zurich Building Regulations.

Attachments:

- Approval Ordinance adopting the 2018 baseline building codes and local amendments:

## VILLAGE OF LAKE ZURICH



## ORDINANCE NO. 2024-12-596

**AN ORDINANCE AMENDING TITLE 8 OF THE LAKE ZURICH MUNICIPAL  
CODE ENTITLED LAKE ZURICH BUILDING CODE AND  
ADOPTING VARIOUS AMENDMENTS REVISIONS AND CHANGES TO  
CERTAIN CHAPTERS OF THE CODE**

**WHEREAS**, Title 8 of the Lake Zurich Municipal Code (the "Municipal Code") sets forth certain regulations and restrictions known as the "Lake Zurich Building Code" (the "Building Code") to ensure public health, safety, and welfare as affected by building construction and to secure safety to life and property from all hazards incident to the occupancy of buildings, structures, or premises; and

**WHEREAS**, the Building Code currently adopts by reference, with various modifications, certain State of Illinois and other model codes, including the 2012 International Building Code, the 2012 International Existing Building Code, the 2012 International Residential Code for One and Two Family Dwellings, the 2012 International Mechanical Code, the 2012 International Property Maintenance Code, the 2012 International Fire Code, the 2012 International Fuel Gas Code, the 2018 International Energy Conservation Code, the 2014 Illinois Plumbing Code, the 2018 Illinois Accessibility Code, the 2011 National Electrical Code, the 2000 Life Safety Code 101 ; and

**WHEREAS**, 20 ILCS 3105/1 et seq. referred to as the Capital Development Board Act (the CDB Act") requires that certain building code standards be adopted or followed effective January 1, 2025, specifically the International Building Code including Appendix G, International Existing Building Code and International Residential Code, known as the "baseline codes," and

**WHEREAS**, the CDB Act requires that the baseline codes adopted by the Village be published in the current year or preceding nine calendar years; and

**WHEREAS**, to ensure that the Village is using the best industry standards and practices, the Village desires to adopt by reference, with various modifications, the 2018 baseline codes including the codes as outlined in this paragraph, hereinafter referred to as the adopted "Lake Zurich Building Codes;" :



- 2018 International Building Code
- 2018 International Existing Building Code
- 2018 International Residential Code for One and Two Family Dwellings
- 2018 International Mechanical Code
- 2018 International Property Maintenance Code
- 2018 International Fire Code
- 2018 International Fuel Gas Code
- 2021 International Energy Conservation Code
- 2018 International Swimming Pool and Spa Code
- 2014 Illinois Plumbing Code
- 2018 Illinois Accessibility Code
- 2017 National Electrical Code
- 2015 Life Safety Code 101;

and

**WHEREAS**, under Section 1-3-2 of the Illinois Municipal Code, 65 ILCS 5/1-3-2, local governments may adopt all or part of the provisions of public records and any published compilation of rules and regulations which have been prepared by nationally recognized associations, including building, electrical wiring, mechanical, fuel gas systems, energy conservation, and property maintenance codes; and

**WHEREAS**, at least one copy of the 2018 International Building Code, the 2018 International Residential Code for One and Two Family Dwellings, the 2018 Property Maintenance Code, the 2018 International Mechanical Code, the 2018 International Fuel Gas Code, the 2018 Illinois Plumbing Code, the 2018 International Fire Code, the 2021 International Energy Conservation Code, the 2017 National Electrical Code, the 2018 International Swimming Pool and Spa Code have been on file in the office of the Village Clerk for public use, inspection and examination for at least 30 days preceding the adoption of this Ordinance, as required by 65 ILCS 5/1-3-2; and

**WHEREAS**; three copies of the 2014 Illinois State Plumbing Code have been on file in the office of the Village Clerk for public use, inspection, and examination for at least 30 days preceding the adoptions of this Ordinance, as required by 65 ILCS 5/1-3-2; and

**WHEREAS**, at least 30 days before adoption of this ordinance, the Village provided identification of the codes being adopted herein, by title and edition, to the Illinois Capital Development Board Division of Building Codes and Regulations as required by 65 ILCS 5/1-3-2.1; and

**WHEREAS**, after careful study, including review of the recommendations from Village staff, the President and Board of Trustees of the Village of Lake Zurich have

determined that it is useful, appropriate, and in the best interests of the Village to amend Title 8 of the Village of Lake Zurich Municipal Code, pertaining to building regulations, in the manner provided in this Ordinance;

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

**SECTION 1. RECITALS.** The foregoing recitals are incorporated herein as finding of the President and Board of Trustees.

**SECTION 2. COMPREHENSIVE AMENDMENT OF TITLE 8.** Title 8, entitled "Building Regulations" of the Lake Zurich Municipal Code is hereby, amended in its entirety, so that Title 8 will hereafter be and read as provided in Exhibit A, attached to this Ordinance. As set forth in Exhibit A, the Village adopts the following codes, in the manner set forth in, and as amended by, Exhibit A: the 2018 International Building Code, 2018 International Existing Building Code, 2018 International Residential Code for One and Two Family Dwellings, 2018 International Mechanical Code, 2018 International Property Maintenance Code, 2018 International Fire Code, 2018 International Fuel Gas Code, 2021 International Energy Conservation Code, 2018 International Swimming Pool and Spa Code, 2014 Illinois Plumbing Code, 2018 Illinois Accessibility Code, 2017 National Electrical Code, 2015 Life Safety Code 101; and as such Codes may hereafter be further specifically and expressly revised by the Village of Lake Zurich.

**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: THIS ORDINANCE CONTROLS.** To the extent that the provisions of this Ordinance conflict with, or are inconsistent with, the provisions of any other Municipal Code, ordinance, or regulation, the provisions of this Ordinance will apply and control, except as the Village of Lake Zurich may hereafter further specifically and expressly revise, amend or otherwise alter the provisions of such Codes.

**SECTION 5: CONFLICTS.** All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

**SECTION 6. PRESERVATION OF PENDING ACTIONS AND PROCEEDINGS.** All pending actions or proceedings arising out of any code, ordinance, or regulation amended, repealed, or affected by this Ordinance are preserved and saved.

**SECTION 5. EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in pamphlet form in the manner provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYES:

ABSET:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Tom Poynton, Village President

ATTEST:

\_\_\_\_\_  
Kathleen Johnson  
Village Clerk

TITLE 8

BUILDING REGULATIONS

CHAPTER 1

ADMINISTRATION AND ENFORCEMENT

SECTION:

8-1-1: Title

8-1-2: Scope

8-1-3: Applicability

8-1-4: Existing Structures

8-1-5: Building Permits

8-1-6: Permit Application Reviews And Approval

8-1-7: Permit Conditions

8-1-8: Inspections

8-1-9: Time Limits

8-1-10: Cancellation Of Permit; Return Of Fees

8-1-11: Revocation Of Permit

8-1-12: Stop Work Orders

8-1-13: Certificates Of Occupancy

8-1-14: Unsafe Structures And Premises

8-1-15: Emergency Measures

8-1-16: Moving Buildings

8-1-17: Demolition Of Structures

8-1-18: Unlawful Acts

8-1-19: Notice Of Violation

8-1-20: Prosecution Of Violation

8-1-21: General Penalty

8-1-22: Special Penalty If No Permit

8-1-23: Abatement Of Violations

#### 8-1-24: Interpretations; Appeals

##### 8-1-1: TITLE:

This title will be known as the LAKE ZURICH BUILDING CODE. The official identified herein as the "code official" shall be that person(s) designated and appointed by the village manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

##### 8-1-2: SCOPE:

These regulations control all matters concerning the construction, alterations, addition, repair, replacement, removal, demolition, use, location, occupancy, and maintenance of all buildings and structures, and the regulations apply to existing or proposed buildings and structures.

##### 8-1-3: APPLICABILITY:

A. General: The provisions of these regulations cover all matters affecting or relating to buildings and structures, as set forth in section 8-1-2 of this chapter.

B. Exemptions: This title will not be construed as requiring alterations to lawfully constructed existing buildings or equipment, unless specific provision is made to the contrary or unless the provision is expressly made retroactive.

C. Matters Not Provided For: Any requirement essential for structural, fire, electrical, mechanical, or sanitary safety of an existing or proposed building or structure, or essential for the safety of the occupants thereof, and which is not specifically covered by this title or other codes and ordinances of the village, will be determined by the code official based on the exercise of his or her best professional judgment in accordance with customary practice in the field.

D. Other Regulations: When the provisions herein specified for health, safety, and welfare are more restrictive than other codes, ordinances, or regulations of the village, this title will apply and control; but, in every case, the most rigid requirements of either this title or such other applicable codes, ordinances, and regulations as may be in force or legally adopted will apply and control whenever they may be in conflict.

##### 8-1-4: EXISTING STRUCTURES:

A. Unlawful Uses: Any use, building, or structure used or construed unlawfully or that was in violation of any previous codes or regulations, prior to the adoption of this title, will be deemed a continuing violation and subject to the penalties of this title.

B. Continuation of Existing Uses: Consistent with the Lake Zurich zoning code, the legal use and occupancy of any structure existing on the date of adoption of this title or for which building permits have been applied and which meet all provisions of previous regulations may be continued without change, except as may be specifically covered in this title or as may be deemed necessary by the code official for the general safety and welfare of the occupants and the public.

C. Changes in Use: It is unlawful to make any change in the use or occupancy of any structure or portion thereof which would subject it to any provision of this title without the approval of the code official, who will determine that such structure meets the intent of the provisions of all codes and ordinances governing the new use or occupancy and that such change does not result in any greater hazard to public safety or welfare. When a change of use is contemplated in any part of an existing structure, that part of the structure must be upgraded to comply with this title.

D. Alterations or Repairs: Alterations or repairs may be made to any structure without requiring the entire existing structure to comply with all the requirements of this title provided such alterations or repairs themselves conform to that required of a new structure and provided further that such alterations or repairs must not cause an existing structure to become unsafe or unsanitary and must not adversely affect the performance of the structure.

#### 8-1-5: BUILDING PERMITS:

A. Permit Required: It is unlawful to construct, enlarge, repair, alter, or demolish a structure, or to change the occupancy of a building or structure in a manner requiring greater strength, an altered exitway, or sanitary provisions, or to change to another use, or to install or alter any equipment for which provision is made in or the installation of which is regulated by this title, without first filing an application with the code official in writing and obtaining the required permits therefor; except that "ordinary repairs", as defined in section 105.2.2 of the international building code, 2018 edition, and as further limited by the Illinois plumbing code, hereinafter adopted by reference, are exempt from this provision.

B. Form of Application: Every application for a permit must be submitted on a building permit application form supplied by the building department and must be accompanied by such fees as prescribed in chapter 2 of this title.

C. By Whom Application Is Made: Every application for a permit must be made by the owner or lessee of the building or structure, or the agent of either, or by the contractor or licensed engineer or architect employed by the owner or lessee in connection with the work to be done. If the application is made by a person other than the owner in fee, then it must be accompanied by a duly verified affidavit of the owner, or the qualified person making the application, that the proposed work is authorized by the owner in fee and that the applicant is authorized to make such application. The full names and addresses of the

owner, lessee, and applicant and of the responsible officers, if the owner or lessee is a corporate body, it must be stated in the application.

D. Description ~~Of~~ Work: Every application for a permit must contain a general description of the proposed work, its location, the use and occupancy of all parts of the building or structure and of all portions of the site or lot not covered by the building or structure, and such additional information as may be required by the code official.

E. Plans And Specifications: Every application for a permit must be accompanied by at least ~~six (6) copies~~ one (1) hard copy and 1 electronic copy of specifications and plans drawn to scale, unless the code official requires addition number of copies. The specifications and plans must be drawn with sufficient clarity, detail, and dimensions to show clearly the nature and character of the work to be performed. When quality of materials or systems is essential for conformity to this title, specific information must be given to establish such quality. The terms "this title", "legal", "its equivalent", or any other such terms may not be used as a substitute for specific information. When the estimated cost of construction exceeds ten thousand dollars (\$10,000.00), or the proposed work involves the structural components of the building, the plans and specifications must bear the signature and seal of an architect or a structural engineer licensed to work in Illinois and, if appropriate, the signature and seal of a registered professional engineer. The code official may waive the requirement for filing plans when the work involved is of a minor nature.

When an application is made for an unusually complex or innovative design or magnitude of construction or when code reference standards in chapter 35 of the **2018** International building code, as adopted in chapter 3 of this title, must be extensively applied to determine code compliance, the code official may require that the plan review be conducted by an approved plan review service/company at the applicant's expense.

F. Plat of Survey: Every application must include ~~two (2) copies one (1) hard copy and 1 electronic copy~~ one (1) hard copy and 1 electronic copy of a certified plat of survey prepared, signed, and sealed by a qualified land surveyor licensed by the state of Illinois, showing all boundaries of the property, setback lines, existing structures if any, and all easements of record submitted with the application.

G. Estimate Of Cost: Every application must include an estimate by the owner or his or her representative or agent of the total estimated cost of the work proposed. Such cost estimate must include, among other things, all costs of site preparation, mobilization, excavation, heating, plumbing, electrical wiring, carpentry, materials, fire protection, utilities, air conditioning, and the like. If the total cost at completion exceeds such cost estimate, then the permittee must file with the building department a statement of such total cost at completion.

H. Site Plan: Every application for a permit authorizing new construction must include a fully dimensioned site plan, drawn to scale in accordance with a plat of survey, showing the size and location of all new construction and all existing buildings and structures on the site, distances of the buildings or structures to all property lines, and the existing grades at the corners of the site and at as many other locations as necessary to show the topography

of the site. The site plan also must show the proposed final grades of the top of the building foundation walls, the finished site grades at all corners, the intended surface water drainage plan, all parking lots with the required vehicle parking stalls, all outside lighting, landscaping, utility lines, and other required elements.

For demolition projects, the site plan must show all buildings and structures to be demolished, the location and size of all existing buildings and structures that are to remain on the site, and all finished grades, stormwater drainage structures, and swales to drain the site on completion of the demolition work.

In all cases, the requirement of a fully developed site plan may be modified or waived by the code official in lieu of a simple plat plan for small building additions, accessory buildings and structures, demolition of minor buildings or structures, or other minor projects.

I. Spot in Survey: When required, a spot in survey (spotted survey) is required after foundation walls have been poured and stripped but before any work on the superstructure is begun.

#### 8-1-6: PERMIT APPLICATION REVIEWS AND APPROVAL:

A. Action on Application: The code official will examine or cause to be examined each application for a permit, and any amendments thereto, within a reasonable time after filing. If the application, plans, or other required documents do not conform to the requirements of all pertinent laws and ordinances, then the code official will notify the applicant of the deficiencies of the application and generally of any additional information or data necessary to establish that the application will meet the village requirements. When the code official is satisfied that the proposed work as represented by the permit application, plans, and documents conforms to the requirements of this title and all laws and ordinances applicable thereto, the code official will issue a permit as soon as practicable.

B. Signature Validation: No permit is valid unless it is signed by the code official or his or her designee. The code official's signature must be executed on or attached to every permit, or the code official may designate ~~one or more inspectors or~~ other employees to validate a permit by affixing their signatures thereto.

C. Approved Plans: The code official or his or her designee must stamp or endorse in writing all sets of approved plans, specifications, shop drawings, and other required documents with the word "approved". One set of such approved plans and documents shall be retained by the Building Official per IBC Section 107.5. There must be a complete set of approved plans and documents at the building site, open to inspection by the village's authorized inspectors at all reasonable times during construction. ~~Other sets of approved plans will be forwarded to such other agencies as necessary or required.~~

D. Compliance Required Regardless Of Plan Approval: Plans approved by the code official are approved with the intent that the plans and specifications comply in all respects to this title. Any omissions or errors on the approved plans or within the specifications will



not relieve the applicant of his or her responsibility to comply with all applicable requirements of this title and with every other applicable law.

E. Posting of Permit: The building permit must be posted in a visible position on the street side of the structure under permit during the entire time of the construction operations.

F. Notice Of Start: The permittee must give at least a ~~twenty-four~~ twenty-four (24) hour notice to the building department before work is started under any issued permit.

#### 8-1-7: PERMIT CONDITIONS:

A. Payment of Fees: No permit will be issued until all fees required for such permit have been paid.

B. Required Subdivision and Utilities: No permit will be issued for the construction of any principal building until the village engineer has certified that the property can be properly served with village sewer and water mains. The village engineer may release the property for permit if construction improvement plans have been approved and the owner of the property, or his or her agent, has guaranteed the installation of all required construction improvements with surety bonds or other certified documents acceptable to the village, conforming to the requirements of title 10 of this code and every other applicable regulation.

C. Other Agency or Department Approvals: No permit will be issued until required approvals from other agencies or departments are received by the building department.

D. Permit As License Only; Compliance With Title: A permit is only a license to proceed with the work. No permit is, nor may be construed or ~~applied-implied implied~~ to be, authority to violate, cancel, or set aside any of the provisions of this title, except as specifically provided by approved modification or legally granted variations as described in the application and supporting documents.

E. Compliance with Permit: All work must conform to the approved application and plans for which the permit has been issued and any approved amendments thereto, except that such applications, plans, and amendments may not be construed or ~~applied-implied implied~~ to authorize any violation of this code.

F. Compliance With Site Plan: All new work must be located and constructed strictly in accordance with the approved site plan.

G. Change In Site Plan: No site plan or part thereof may be changed, increased, or diminished in area from that shown on the official approved site plan unless a revised site plan showing such changes, accompanied by the necessary affidavit of the owner or applicant, has been filed and approved by the appropriate village authorities.

H. Completion or Removal Of Structure: If a structure is not completed, for whatever cause, then the incomplete structure, including all foundations and other underground

installations, must be removed and the site restored to its original condition as provided in subsection 8-1-9A of this chapter

#### 8-1-8: INSPECTIONS:

A. Required Inspections: The code official or his or her duly authorized inspectors will make all of the following inspections and all such additional inspections as the code official deems necessary to enforce the provisions of this title, the Lake Zurich zoning code, and other applicable codes and ordinances:

1. After excavation has been made preparatory to any underground installation such as footings, foundations, sewers, water lines, or other underground systems.
2. After installation of underground systems and before any backfilling.
3. After installation of framing, ducts for heating and ventilation, vents, chimneys, plumbing, electrical system, and other installations that may be concealed in walls, floors, ceilings, attics, or other inaccessible locations and before such work has been covered by plaster, wallboard, furring, or any other material.
4. After installation of a central heating plant and its accessories and before it is placed into operation.
5. After all construction and cleanup work has been completed and an occupancy permit has been requested.

B. Request by Permittee: The permittee must request an inspection from the code official at least two (2) business days in advance of the inspection. No such request will be made until the work and the site are in full compliance with all standards applicable to the work for which the inspection is requested. The same requirements apply to all reinspections. One reinspection will be allowed at no charge unless the inspection failure by contractor is demonstrated as being habitual for similar items of work. Subsequent reinspections will be charged at the rate established in subsection 8-2-5I of this title. "Reinspection" means any additional inspection of the same work previously inspected and not approved.

C. Exposure of Covered Work: If any work is covered prior to proper inspection of it, then the code official may require that such work be uncovered at the permittee's expense so that a proper inspection can be made.

D. Inspection of Existing Conditions: The code official or his or her duly authorized inspectors may enter on all property and structures in the village during all regular village business hours and all other reasonable times for the purpose of inspecting such property and structures. No person may deny access to any premises for such inspections.

#### 8-1-9: TIME LIMITS:

A. Building Permits; Restoration: Any building permit issued pursuant to this title will be null and void: 1) if the work authorized by such permit has not commenced within six (6) months after the date of issuance of such permit, or 2) if such work has begun but is suspended or abandoned for six (6) months or longer, or 3) if work is not completed within one year or such longer time as may be stated in the permit. The code official may, but is not required to, extend any such time limit for six (6) months for good cause shown, after written request for such extension and payment of a fee equal to fifty percent (50%) of the original total permit fee. The code official may grant no more than two (2) such extensions.

If a permit has expired and is not renewed, then all previous construction, if any, must be removed and the property restored to its original condition, and all fees paid therefor are forfeited to the village and the permit is null and void. If the permittee does not remove all previous construction and restore the property to its original condition, then the village may complete such removal and restoration and recover all of its costs and expenses by the filing of a lien on the property or by any other action permitted by law.

B. Applications: Any permit application pending for more than six (6) months for which no permit has been issued ~~will be returned to the applicant or closed out and~~ disposed of. ~~after notification of the applicant.~~

C. Unsafe Structures or Premises: For certain permits, time limits for permits for restoration, structures or premises found to be in violation of section 8-1-14 of this chapter will be established by the code official and may be less than one year.

#### 8-1-10: CANCELLATION OF PERMIT; RETURN OF FEES:

After written request therefor from the permittee, the code official may cancel any permit issued under this title and return the permit fees paid therefor provided that no development of any kind has commenced pursuant to such permit and provided, further, that the village will retain twenty percent (20%) of such permit fees to reimburse the village's administrative costs and expenses. This section does not authorize, and may not be construed or ~~applied-implied~~ to authorize, the return of any plan review fees.

#### 8-1-11: REVOCATION OF PERMIT:

The code official may revoke any permit or approval issued under the provisions of this title for: a) any false statement or misrepresentation of fact in the application or on the plans and other documents on which the permit or approval was based, or b) any violation of any applicable provision of this title or any other code or ordinance, or c) any material deviation from any approved plan, drawing, or specification

#### 8-1-12: STOP WORK ORDERS:

A. Authorization: The code official is hereby authorized to issue and post stop work orders to stop work on any building, structure, or premises: 1) when work is being done without a building permit, 2) when false or incomplete information has been given to obtain a permit, 3) when a permit has been issued but the check for payment of the permit fees has been refused by the permittee's bank, 4) when work is being performed contrary to the provisions of this title or other applicable village codes or ordinances, 5) when the permittee does not take prompt action to correct violations as provided in section 8-1-14 of this chapter, 6) when work is being done in an unsafe or dangerous manner, 7) when the conditions on the premises are unsafe or dangerous either to those working on the premises or to the general public in vehicles or afoot, or 8) for any other good or just cause that would warrant the issuance of a stop work order to enforce village codes or ordinances or to protect public safety, health, or welfare.

B. Issuance And Effect Of Stop Work Order: The code official, or his or her authorized designee, may issue a stop work order either orally or in writing. If the stop work order is first issued orally, then it must be followed with a written stop work order within ~~forty eight (48) hours~~ two (2) business days after such oral order. After a stop work order has been issued, whether orally or in writing, all work or action subject to such order must be stopped immediately. The stop work order may be given to the owner, permittee, to his or her agent, or to the person doing the work. A copy of the stop work order will be posted on the premises.

C. Unlawful Continuance: It is unlawful for any person to do any work or to take any action in violation of a stop work order. Any person, other than the code official or his or her authorized designee, who removes a stop work order or who continues any work in or about the building, structure, or premises after a stop work order has been served and posted, is guilty of a violation of this section and is subject to prosecution and fines as provided in this chapter. Notwithstanding the provisions of this subsection, the permittee, after approval of the code official, may do such work as is necessary to protect the public health and safety and to correct the safety hazards, code violations, or other defects complained of in the stop work order. The code official will set forth the conditions under which such approval will be given to proceed.

D. Removal Of Stop Work Order: A stop work order may be removed only when the code official is satisfied that the safety hazards have been rectified, that the violations have been corrected, that the proper building permits have been issued, that such other action has been taken or is forthcoming to resolve the original complaints, and that proper cash bonds or other guarantees have been filed with the village. After payment of the required fee, as provided in chapter 2 of this title, written release of the stop work order will be given to all parties who had previously received the original stop work order. The stop work order then will be removed by the code official, or authorized for removal by the code official, and the work may proceed.

#### 8-1-13: CERTIFICATES OF OCCUPANCY:

A. New Buildings: No new building or structure may be used or occupied, in whole or in part, until a certificate of use and occupancy has been issued certifying that the building or structure has been completed in accordance with the approved permit.

B. Alterations; Use Changes: No part of any building or structure hereafter enlarged, extended, altered, or changed, or in which a use or ownership has changed, may be used or occupied in such part until a certificate of use and occupancy has been issued certifying that the work has been completed in accordance with the provisions of the approved permit, or that the use is properly authorized by, and in compliance with, applicable law. In the case of a change of ownership without work requiring a permit, a new certificate of occupancy is required. Residential units shall not require an inspection solely based on change of ownership.

C. Temporary Certificate of Occupancy:

1. General: When a building or project has been completed but, for good cause, minor building and site improvements that are affected by weather conditions, such as seeding or sod, final grading, asphalt or concrete work, or the like, have not been completed, the code official may issue a temporary certificate of occupancy, but only after a request therefor, payment of the required fee, and posting of the required bond. No temporary certificate of occupancy may be issued except after a finding by the code official that such permit will not adversely affect the health, welfare, or safety of the occupants or the general public. A final certificate of occupancy is required for all parts of the premises after completion of all work. Prior to a certificate of occupancy issued by the village, permission is not authorized for any structures whether commercial or residential, to be used for human occupancy, business, nor for storage of any furniture, household belongings within a structure or on the property, except as noted in D below.

2. Business, Office, And Industrial: The code official may issue a separate temporary certificate of occupancy authorizing use and occupation to conduct business in a business, office, or industrial structure, but only after a request therefor, payment of the required fee and bond, and testing and approval of the fire suppression and alarm systems granted in the discretion of the village fire department; and then only if the code official determines that such work will pose no immediate threat to the health, safety, and welfare of workers or of the general public. No such temporary occupancy permit creates or gives rise to, or may be construed or applied to create or give rise to, any right in the permittee to further occupy the structure. Every such permit must state that it does not create any right to a final occupancy permit and that all work undertaken pursuant to such permit is at the permittee's sole risk. No use or occupation for conducting business is permitted except after issuance of such a temporary occupancy permit.

D. Permission: The code official, at his or her discretion and only after a specific written request from the permittee, may give permission to the owner or his designee to place inventory, fixtures, racking, material, stock, other types of inventory, or the like in a business, office, or industrial building. This permission may be granted only if the placement of the materials will not limit the completion of construction or inspections and provided the fire suppression and alarm systems have been installed, tested, and accepted

by the village fire department for granting of such permission. This permission does not allow occupation of the building or area to conduct business of any kind under any circumstances.

#### 8-1-14: UNSAFE STRUCTURES AND PREMISES:

A. Definition; Removal Required: Any structure or premises that is, or hereafter becomes, unsanitary, deficient in exit facilities, a fire hazard, or an attractive nuisance, or that is otherwise dangerous to human life, safety, or the public welfare (such conditions hereinafter collectively referred to as "unsafe") is deemed an unsafe structure or premises. Every unsafe structure must be taken down and removed, in whole or in part, or made safe, sanitary and secure, as the code official deems necessary or as provided in this title. A vacant structure with unguarded or open doors, windows, or other openings and accessible to the general public is an attractive nuisance, a fire hazard, and unsafe within the meaning of this section.

B. Examination of Unsafe Structures and Premises: The code official will examine every structure and premises reported as unsafe and will prepare a report of his or her findings.

C. Notice of Unsafe Conditions: If an unsafe condition is found in a structure or premises, then the code official will serve written notice on the owner, the owner's agent, or the person in control of the structure or premises, describing the unsafe conditions found and specifying the required repairs, improvements, or actions to be taken to render the structure or premises safe or secured, or requiring the unsafe structure or portion thereof to be demolished, or such other action as is necessary to remove the hazard within a stipulated time.

D. Restoration of Unsafe Structure: An unsafe structure may be restored to a safe condition. If the cost of the repairs or reconstruction necessary to put the structure into a safe condition is estimated by the code official to exceed fifty percent (50%) of the fair market value of the structure in its unrestored condition, then the structure must be made to comply in all respects with the provisions of this title, the Lake Zurich zoning code, and all other applicable codes and ordinances for the construction of a new structure.

E. Posting Unsafe Notice: If the owner, owner's agent, or person in control of the unsafe structure or premises cannot be found, after diligent search, then the notice of unsafe condition will be sent by mail to the last known address of one of those persons and a copy of such notice will be posted in a conspicuous place on the structure or premises.

F. Disregard of Unsafe Notice: After refusal or neglect of the person served with a notice of unsafe condition to comply with the requirements of the notice to abate the unsafe condition, the village will institute the appropriate action to compel compliance with the order.

#### 8-1-15: EMERGENCY MEASURES:

A. Vacating Structures: When, in the opinion of the code official, there is an immediate danger of failure or collapse of a structure or any part thereof that would endanger life, or when any building or structure has collapsed and life is endangered by the continued occupation of the structure, the code official may order and require the occupants thereof to vacate the structure forthwith. In that case, the code official will cause to be posted, at each entrance to such structure, a notice reading "DANGER" and stating that the structure is unsafe and its use or occupancy has been prohibited. It is unlawful thereafter for any person to enter such structure except for the purpose of making required repairs or demolishing the structure.

B. Temporary Safeguards: When, in the opinion of the code official there is an immediate danger to life, property, or the safety of the general public by a collapse or failure of a structure or by other unsafe conditions on or in the structure or premises, the code official immediately may cause the necessary work to be done to render such structure or premises or parts thereof temporarily safe or accessible to the general public.

C. Closing of Streets and Buildings: When necessary for public safety, the code official may close sidewalks, streets, buildings, and structures temporarily and prohibit them from being used.

D. Emergency Work: For the purposes of this section, the code official may employ the necessary labor, whether village staff or outside services, and materials to perform the required work as expeditiously as possible.

E. Costs Of Emergency Work: Costs incurred in the performance of emergency work will be paid by the village on certification of the code official. The village will bill the owner of the premises for all costs incurred by the village. If the owner of the premises does not, or cannot, promptly pay said bill, then the village may cause a lien to be filed against the property or may institute other appropriate legal action against the owner for the recovery of such costs.

#### 8-1-16: MOVING BUILDINGS:

A. Additional Application Requirements: Every application for a permit to move a building must include, in addition to all other requirements, the following information and items:

1. A statement and map of the proposed route;
2. The number of days required to complete the move, including a separate statement of the numbers of days on which the building will occupy public property or rights of way;
3. The address of the site to which the building is being moved;
4. Copies of all required permits for work at the new site;
5. The fees required by chapter 2 of this title;

6. The bond required by chapter 2 of this title;

7. A traffic control plan; and

8. Certificates of insurance naming the village as an additional insured, providing at least one million dollars (\$1,000,000.00) of comprehensive general liability coverage and five hundred thousand dollars (\$500,000.00) motor vehicle liability coverage per person and per occurrence, or other statutory required amount as may be deemed necessary, whichever is higher.

B. Lights and Warnings: Whenever a street or alley is blocked by a structure being moved, the permittee must place signage to that effect to warn vehicles and persons from entering that portion of the street so blocked. ~~The permittee must keep warning signs and lanterns or lights at night on the structure to guard against any person or vehicle colliding with it.~~

C. Wire Cutting: Whenever it is necessary to interfere with wires, cables, or a public utility in moving a building, the terms of any franchise ordinance or agreement governing will apply and the bond therein specified must be given. If no such terms apply, then the code official will estimate the expenses of fixing the wires, cables or other interference and will require the permittee to post a bond in the amount of such estimate to cover such expenses.

#### 8-1-17: DEMOLITION OF STRUCTURES:

A. Insurance: No structure ~~within fifty feet (50') of a public right of way~~ may be demolished except after filing with the village certificates of insurance naming the village as an additional insured on policies providing at least one million dollars (\$1,000,000.00) comprehensive general liability coverage and at least two hundred thousand dollars (\$200,000.00) public liability coverage.

B. General Standards: All premises on which a structure is to be demolished must be enclosed with safety fencing placed at a location acceptable to the code official. The premises must be maintained securely, and such warning and safety signage and lighting must be provided as necessary to warn vehicles and persons of the activities being undertaken on the premises. The code official may require any such safety measures to be taken as the code official determines are necessary and appropriate to protect the public health, and safety.

#### 8-1-18: UNLAWFUL ACTS:

It is unlawful for any person, firm, or corporation to erect, construct, alter, extend, repair, replace, remove, demolish, move, use, or occupy any building, structure, equipment, device, or system regulated by this title, or cause same to be done, in conflict with or in violation of any of the provisions of this title or any other applicable code or ordinance of the village or other agencies of jurisdiction.



**8-1-19: NOTICE OF VIOLATION:**

The code official will serve a written notice of violation, or order to comply, on the person, firm, or corporation responsible for the erection, construction, alteration, extension, repair, replacement, removal, demolition, move, use, or occupancy of any building or structure performed: a) in violation of the provisions of this title, or b) in violation of any approved document or plan filed with the Village to secure a building permit or certificate issued under the provisions of this title, or c) in violation of any applicable ordinance, statute, or law of the Village or any other agency having legal jurisdiction over the performance of the work being done. The notice of violation, or order to comply, will direct the discontinuance of the illegal action or condition and the abatement of the violations, and will provide a time period for discontinuance or abatement which is appropriate for the condition.

**8-1-20: PROSECUTION OF VIOLATION:**

If a notice of violation or order to comply is not complied with promptly, then the Code official may issue a stop work order as provided in section 8-1-12 of this chapter. The stop work order may not be removed until all violations complained of have been corrected and the fee as provided in chapter 2 of this title has been paid. If the permit holder or his or her agents refuse or are unable to correct any violation, then the Village may cause to be instituted, before the Village's administrative hearing system or before the Illinois Circuit Court for the 19th Judicial Circuit (Lake County), the appropriate proceedings at law or in equity to restrain, correct, or abate such violations or to require the removal or termination of the unlawful act complained of in the violation notice.

**8-1-21: GENERAL PENALTY:**

Any person, firm, corporation, or entity which violates any of the provisions of this title or other applicable codes or ordinances of the Village, or who disobeys, omits, neglects, or refuses to comply with, or who resists the enforcement of, any of the provisions of this title, applicable Village codes and ordinances, the approved plans and documents of the building permit, or any certificate or other permit issued under the provisions of this title, is guilty of a misdemeanor and on conviction will be punished by a fine pursuant to title 13, chapter 1, "Fee Schedule", of this Code for each offense plus the cost of prosecution. Each day on which such violation continues shall be deemed a separate offense.

**8-1-22: SPECIAL PENALTY IF NO PERMIT:**

In addition to every other penalty provided by law, any person, firm, corporation, or entity that undertakes any work for which a permit is required by this title without first having secured a permit authorizing such work will be fined pursuant to title 13, chapter 1, "Fee Schedule", of this Code. Such fine is in addition to the required fee.

#### 8-1-23: ABATEMENT OF VIOLATIONS:

The imposition of the penalties herein prescribed does not preclude the Village from instituting appropriate action to prevent unlawful construction, or to restrain, correct, or abate a violation, or to prevent illegal occupancy of a building, structure, or premises, or to stop an illegal act, conduct, business, or use of a building or structure on or about any premises.

#### 8-1-24: INTERPRETATIONS; APPEALS:

A. Authority of the Code Official: The Code official may render interpretations of the provisions of this title and of any rule, regulation, or condition issued or imposed pursuant to it.

B. Purpose Of Interpretations: The interpretation authority established by this section is intended to recognize that the provisions of this title cannot possibly address every specific situation to which they may have to be applied. Many such situations, however, can be readily addressed by an interpretation of the specific provisions of this title in light of the general and specific purposes for which those provisions have been enacted. Because the interpretation authority herein established is an administrative rather than a legislative authority, it is not intended to add to or to change the essential content of this title, but rather is intended only to allow authoritative application of that content to specific cases.

C. Procedure: Any person who seeks an interpretation must file a written application therefor with the Building ~~Department~~ Division of the Community Development Department stating specifically the title provisions at issue and the facts and circumstances related to such person's request for an interpretation. The Code official will make a decision in writing on such interpretation and provide that written decision to the applicant within thirty (30) days after the application is filed. Any failure of the Code official to act within thirty (30) days, or within such further time to which the applicant may agree, will be deemed to be a decision denying the application rendered on the day immediately after that thirty (30) day period.

~~—D. Appeal: A decision by the Code official on an interpretation under this section, or on the application of a provision of this title, may be appealed to the Lake Zurich building regulations board of appeals by the filing of a written application for an appeal within ten (10) days after notice was served in the office of the village manager as specified below.~~

~~—E. Lake Zurich Building Regulations Board Of Appeals:~~

~~—1. Board Created: There is hereby created the Lake Zurich building regulations board of appeals.~~

~~—2. Membership: The building regulations board of appeals is composed of three (3) members appointed by the Lake Zurich village manager. In addition, the code official serves as an advisory member of the building regulations board of appeals. The members~~

appointed by the village manager must have at least ten (10) years of experience working in one of the following fields:

- a. A builder or a superintendent of building construction.
  - b. A registered architect, structural engineer, mechanical engineer, or electrical engineer.
  - c. A registered design professional in the field of plumbing engineering.
  - d. A mechanical contractor.
  - e. A fire protection contractor or a registered design professional in the field of fire protection engineering.
- 3. Appointed Terms: The three (3) members of the building regulations board of appeals appointed by the village manager will have a term of two (2) years or until their replacements have been appointed. The village manager may replace a member of the building regulations board of appeals at any time.
- 4. Notices of Meetings: Within ten (10) days after an appeal has been filed pursuant to this section, the code official must set a date and time for a meeting. The meeting must take place within thirty (30) days after the appeal has been filed.
- 5. Meeting Postponement: The appellant has the right to request one postponement of the meeting. If a request is made, then the code official must set the meeting for a date no more than thirty (30) days after the first established date.
- 6. Meeting Procedures: The building regulations board of appeals may adopt procedures governing the procedure for its meetings. Those procedures must be consistent with the following standards:
- a. The procedures need not require compliance with strict rules of evidence, but must mandate that only relevant information be received.
  - b. Meetings must be open to the public. There is no requirement that members of the public be allowed to speak at a meeting.
  - c. The appellant, the appellant's representative, the village, and any person whose interests are directly affected must be given an opportunity to be heard and may submit documents in support of their position.
  - d. At a meeting, the building regulations board of appeals may receive testimony and review documents and other relevant materials.
  - e. The code official may participate fully in all proceedings, but has no vote on any decision.
- 7. Decisions: The building regulations board of appeals must issue a written decision within fifteen (15) days after the conclusion of the meeting on appeal. That decision must be transmitted promptly to the appellant. A failure of the board to issue a written decision

within fifteen (15) days will be deemed a denial of the appeal. All decisions by the board of appeals are final. (Ord. 2015-3-053, 3-16-2015)

## CHAPTER 2 FEES

### SECTION:

#### 8-2-1: General

#### 8-2-2: Basis Of Fees; Permit Administration Fee

#### 8-2-3: Special Fees

#### 8-2-4: Plan Review Fees

#### 8-2-5: Schedule Of Basic Building Fees

#### 8-2-6: Site/Performance Cash Deposit

#### 8-2-1: GENERAL:

No permit to begin work for new construction, alterations, replacement, removal, demolition, relocation, or other building construction operations will be issued until after the fees required for that permit, as prescribed in this chapter, have been paid in full to the Village. In addition, no amendment to a permit for which an additional fee must be paid as prescribed in this chapter will be approved until after the additional fee has been paid in full to the Village.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

#### 8-2-2: BASIS OF FEES; PERMIT ADMINISTRATION FEE:

A. General Basis of Fee: Building permit fees are based, as provided in this chapter, on the size of the project.

B. Permit Administration Fee: In addition to all other fees required by this chapter, every permit application that lists one or more contractors must pay a permit administration fee in the amount pursuant to title 13, chapter 1, "Fee Schedule", of this Code.

#### 8-2-3: SPECIAL FEES:

The payment of the fees for the construction, alteration, replacement, removal, demolition, relocation or other building construction operations and for all other work done in connection with or concurrently with the work contemplated by a building permit does not relieve the applicant or holder of the permit from the obligation to pay all ~~other other~~ fees prescribed by law or ordinance.

**8-2-4: PLAN REVIEW FEES:**

At the time of filing an application for a building permit, or in conjunction with paying the building permit fee, the applicant must pay a plan review fee pursuant to title 13, chapter 1, "Fee Schedule", of this Code.

A. Extraordinary Staff Review, and Inspections: In addition to the review fees, the applicant must pay, prior to the issuance of any permit, the actual costs and expenses incurred by the Village for extraordinary Village staff review of plans, specifications, and inspections beyond the review customarily performed in the usual course of such plan reviews. Such costs and expenses shall include time spent by the Village Manager, the Village Engineer, the Code Official, the Manager of Public Works, the Fire Chief, the Police Chief, and any authorized members of the Administrative, Engineering, Building, Fire, Police, and Public Works Departments of the Village or consultants at actual cost per position or service.

B. Administrative Fee: The administrative fees are based on twenty percent (20%) of the consultant or outside contractor fee, or as determined by the Code official.

**8-2-5: SCHEDULE OF BASIC BUILDING FEES:**

In addition to the plan review fees established in section 8-2-4 of this chapter, all applicants must pay a permit fee as provided pursuant to title 13, chapter 1, "Fee Schedule", of this Code.

**8-2-6: SITE/PERFORMANCE CASH DEPOSIT:**

A. Deposit Requirement: Every applicant must post with the Village, at the time of issuance of a permit, a site/performance cash deposit in the amounts pursuant to title 13, chapter 1, "Fee Schedule", of this Code. Such site/performance cash deposit shall take the form of a Letter of Credit (LOC), surety bond, or cash, as determined by the code official.

B. Village Right To Draw On ~~Bond~~Deposit: The Village has the right at all times, at its option, to draw on the site/performance cash deposit to reimburse the Village for the costs, including, without limitation, legal fees and administrative expenses, actually incurred and reasonably estimated to be incurred by the Village in exercising any of its rights under this title in the event: 1) the applicant undertakes any work in violation of any provision of this title or of any permit issued or plan approved pursuant to this title, or 2) the applicant fails or refuses to complete the work authorized by any permit issued under this title in accordance with all plans approved in connection with said permit.

C. Replacement Of Deposit: If the Village draws on the site/performance cash deposit, then the applicant must replenish the deposit to the full amount required by this section within five (5) days after demand therefor is made to the applicant in writing by the Village.

Any failure of the applicant to fully replenish the deposit will result in cancellation of the related permit, which permit will not be reissued thereafter except after the filing of a new application and paying the required fees therefor.

D. Return Of Unused Deposit: The Village will promptly return any unused portion of the site/performance cash deposit to the applicant, without interest, as follows:

1. For all work other than a temporary sign, after proper completion of all work.

E. Forfeiture Of Deposit: A site/performance cash deposit posted pursuant to subsection A of this section shall be forfeited to the Village in full: 1) if the permittee does not request a final inspection prior to the expiration of the permit for which the deposit was made; or 2) if the permittee does not cure all defects in the performance of the work pursuant to the permit for which the deposit was posted within thirty (30) days after the specified date for completion; or 3) if the permittee occupies the building or any portion of the building without written permission or certificate of occupancy.

CHAPTER 3  
BUILDING CODE

SECTION:

8-3-1: Adoption of Building Code

8-3-2: Application

8-3-3: Amendments, Revisions, and Changes

8-3-4: Exterior Wall Construction Standards

8-3-1: ADOPTION OF BUILDING CODE:

There is hereby adopted by the Village the 2018 International Building Code, as hereinafter amended. At least one copy of the 2018 International Building Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and now remains in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

8-3-2: APPLICATION:

The 2018 International Building Code shall apply to all buildings and structures within the Village, except single-family dwellings and two-family dwellings and all buildings and structures accessory thereto to the extent that such dwellings are expressly regulated by the 2018 International Residential Code for One- and Two-Family Dwellings.

8-3-3: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2018 International Building Code are hereby added, amended, revised, and changed as follows:

Chapter 1  
Administration

Section 101

Title, Scope And Purpose

Amend this section as follows:



[A] 101.1 Title. These regulations shall be known as the Building Code of the Village of Lake Zurich hereinafter referred to as "this code".

Amend this section as follows:

[A] 101.4.1 Gas. The provisions of the international fuel gas code shall apply to the installation of gas piping from the point of delivery, gas appliances and related accessories as covered in this code. These requirements apply to gas piping systems extending from the point of delivery to the inlet connections of appliances and the installation and operation of residential and commercial gas appliances and related accessories.

Amend this section as follows:

[A] 101.4.2 Mechanical. The provisions of the international mechanical code shall apply to the installation, alterations, repairs and replacement of mechanical systems, including equipment, appliances, fixtures, fittings and/or appurtenances, including ventilating, heating, cooling, air conditioning and refrigeration systems, incinerators and other energy-related systems.

Amend this section as follows:

[A] 101.4.3 Plumbing. The provisions of the international plumbing code shall apply to the installation, alteration, repair and replacement of all aspects of a medical gas system and interior storm drainage systems.

Amend this section as follows:

[A] 101.4.4 Property Maintenance. The provisions of the international property maintenance code shall apply to existing structures and premises; equipment and facilities; light, ventilation, space heating, sanitation, life and fire safety hazards; responsibilities of owners, operators, and occupants; and occupancy of existing premises and structures.

Amend this section as follows:

[A] 101.4.5 Fire Prevention. The provisions of the international fire code shall apply to matters affecting or relating to structures, processes and premises from the hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices; from the construction, extension, repair, alteration or removal of fire suppression, automatic sprinkler systems and alarm systems or fire hazards in the structure or on the premises from occupancy or operation.

Amend this section as follows:

[A] 101.4.6 Energy. The provisions of the international energy conservation code, as adopted by the state of Illinois shall apply to all matters governing the design and construction of buildings for energy efficiency.

#### Section 104

#### Duties and Powers of Building Official

Delete this section in its entirety:

[A] 104.10.1 Flood Hazard Areas.

Section 105

Permits

Amend this section as follows:

[A] 105.2 Work Exempt from Permit. Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

1. One-story detached accessory structures used as playhouses, garden sheds, and similar uses, provided the floor area does not exceed 18 square feet, and there is a maximum of one such exempt structure. The structure shall comply with accessory structure location requirements as outlined in the Lake Zurich zoning code.

2. Retaining walls that are not over 2 feet in height measured from grade, from the bottom of the footing to the top of the wall, and are used for landscaping purposes only.

3. Painting, papering, tiling, carpeting, cabinets, and similar work. Providing no electrical, mechanical or plumbing work is performed.

~~4. Temporary motion picture, television and theater stage sets and scenery. Remove exemption.~~

~~54.~~ Prefabricated swimming pools ~~accessory to a group R-3 occupancy~~ that are capable of containing less than 24 inches in height of water. The swimming pools shall comply with accessory location requirements as outlined in the Lake Zurich zoning code.

~~56.~~ Swings and other playground equipment accessory to one- and two-family dwellings. The swings and equipment shall comply with accessory location requirements as outlined in the Lake Zurich zoning code.

~~67.~~ Nonfixed and moveable fixture, cases, racks, counters and partitions not over 5 feet 9 inches in height.

Section 110

Inspections

Add the following section:

[A] 110.1.1 Job Site Clean For Inspection. It shall be the responsibility of the general contractor or their duly authorized agent to insure the job site is clean, including from the road to the structure.

Amend this section as follows:

[A] 110.5 Inspection Requests. It shall be the duty of the owner, registered contractor performing the work or their duly authorized agent to notify the building ~~official~~ department when work is ready for inspection. It shall be the duty of the person requesting the inspection to verify the work is completed prior to the arrival of the inspector and to provide access to and means for inspections of such work that are required by this code. Work not completed or ready for inspection prior to the ~~inspectors~~inspector's arrival shall be subject to a re-inspection fee.

Amend ~~this the following~~ section as follows:

[A] 110.6 Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the building official or his/her designee. The building official or his/her designee upon notification, shall make the required inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with the code. Any portions that do not comply shall be corrected within a specific time as determined by the building official or his/her designee and such portion shall not be covered or concealed until authorized by the building official or his designee. If any work is covered prior to proper inspection of it, then the code official may require that such work be uncovered at the permittee's expense so that a proper inspection can be made.

Section R112

Board of Appeals

Delete this section in its entirety.

Chapter 2

Definitions

Code official: Code official shall mean and refer to "Building Official" from here on, and shall mean the "Fire Official" and "Code Official" or as designated by the Village Manager in Chapter Article A of Chapter 6 of Title 1 of the Lake Zurich Municipal Code.

Fire Official shall mean "Fire Chief" "Fire Marshal" or as designated by the Fire Chief.

Section 202

Definitions

Amend this definition as follows:

Swimming Pools. Any structure intended for swimming, recreational bathing or wading that is capable of containing water 24 inches deep or more. This includes in-ground, above-ground and on-ground pools: hot tubs and fixed-in- place wading pools. Inflatable swimming pools shall not be permitted for public use.

Chapter 4

General Building Heights and Areas

## Section 406

## Motor-Vehicle-Related Occupancies

Amend this section as follows:

406.3.2.14 Separation. Separation shall comply with the following:

1. The private garage shall be separated from the dwelling unit and its attic area by a means of gypsum board not less than 5/8 inch in thickness, applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable rooms above by not less than ~~5/8-inch~~ 5/8-inch type X gypsum board or equivalent and ~~5/8-inch~~ 5/8-inch gypsum board applied to structures supporting the separation from habitable rooms above the garage. Door openings between the private garage and the dwelling unit shall be equipped with either solid wood doors or solid or honeycomb core steel doors not less than 1 3/4 inches in thickness, or doors in compliance with 716.5.3.2.1 with a fire protection rating of not less than 20 minutes. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Doors shall be self-closing and self-latching.

## Chapter 7

## Fire And Smoke Protection Features

## Section 718

## Concealed Spaces

Amend this section only as follows, with remaining item numbers remaining the same:

718.2.1 ~~Fireblocking~~ Fire blocking Materials. ~~Fireblocking~~ Fire blocking shall consist of the following materials:

- ~~— 1. Two-inch nominal lumber.~~
- ~~— 2. Two thicknesses of 1-inch nominal lumber with broken lap joints.~~
- 3. One thickness of 3/4-inch wood structural panels with joints backed by 3/4-inch wood structural panels.

~~Amend this section as follows:~~

~~718.3.2 Groups R-1, R-2, R-3 And R-4. Draftstopping shall be provided in floor/ceiling spaces in group R-1 buildings, in group R-2 buildings with three or more dwelling units, in group R-3 buildings with two dwelling units and in group R-4 buildings. Draftstopping shall be located above and in line with the dwelling unit and sleeping unit separations.~~

~~Delete the exceptions in their entirety.~~

~~Amend this section as follows:~~

~~718.4.2 Groups R-1 And R-2. Draftstopping shall be provided in attics, mansards, overhangs and other concealed roof spaces of group R-2 buildings with three or more dwelling units and in all group R-1 buildings. Draftstopping shall be installed above, and in line with, sleeping unit and dwelling unit separation walls that do not extend to the underside of the roof sheathing above.~~

Chapter 9  
Fire Protection Systems

Section 903

Automatic Sprinkler System

Delete the following sections in their entirety:

903.2.1 through 903.2.12

Amend this section as follows: New

903.2 ~~General Requirement~~Where required. Approved automatic sprinkler systems in new buildings and structures shall be provided in all use groups described in this code. Automatic sprinkler systems must be installed in accordance with applicable NFPA standards, manufacturer's recommendations, UL listings, and good fire safety procedures. Automatic sprinkler systems must be maintained in full operating condition at all times. Automatic sprinkler systems shall be provided in all new residential use groups including townhomes/multi-family dwellings and ~~one and two family~~one- and two-family dwellings which are adopted by this code. All new ~~single family~~single-family dwellings shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All new townhomes shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All new attached garages shall have automatic sprinklers installed, ~~where feasible~~. Dry sidewall or dry pendant sprinklers ~~should~~ shall be used.

Exceptions:

1. Detached ~~accessory~~ structures which comply with all of the following do not require automatic fire sprinkler protection:

1. Less than one thousand (1000) square feet in floor area.
2. Single story.
3. Not used as a dwelling.
4. Not a high hazard use group.
5. Not used for high hazard products or hazardous materials storage.
6. No basement level.
7. Minimum 20 feet separation between buildings.

2. Real estate sales and construction trailers utilized during the development of property when approved by the code official.

~~—3. Agriculture storage buildings less than 8,000 square feet.~~

~~Delete this section in its entirety:~~

~~903.2.2 Warehouse and Storage Buildings.~~

~~Amend-Add this new~~ section as follows:

903.2.3.1.8 Expansion of Buildings other than Single Family Detached Dwelling. When a building, other than a single family detached dwelling, having an interior of less than 3,000 square feet of gross floor area ~~as of February 5, 2007~~, is expanded at any time to a size of 3,000 square feet of gross floor area or more, then an automatic fire suppression system shall be provided for the entire building that meets the appropriate NFPA standard indicated in the above sections. This requirement shall apply regardless of building separation, fire rated assemblies within the building, or type of construction of the building.

Amend this section as follows:

903.2.1.9.4 Other Requirements for Existing Buildings to Install Sprinklers. Any existing building over 3,000 square feet of gross floor area shall be required to install an automatic fire sprinkler system meeting the standards of NFPA 13 and all requirements of this chapter whenever one of the following occur: a change in occupancy to a hazard classification that exceeds the class of hazard of the prior occupancy or the entire gross floor area of the building is included in a permit.

~~903.3.1.1.1 Exempt Locations. Delete item numbers 3 and 4 from this section.~~

903.3.7 Fire Department Connections. Add the following to the paragraph: The sprinkler system demand may require a 5 inch ~~storz~~ Storz connection ~~-as determined by the Fire Official with a removable 2 1/2" Siamese connection.~~

~~Delete the following sections in their entirety:~~

~~903.4 through 903.4.3~~

Amend ~~this the following~~ section as follows:

903.4 Control Valves And Monitoring. All new and existing system fire suppression control valves shall be electronically monitored with the alarm transmitted to the village of Lake Zurich dispatch center in accordance with NFPA 72C for remote stations. All new multi-occupant structures without common areas shall have the automatic fire suppression system designed to provide separate zone control valves and flow switches for each occupancy as well as main flow alarm initiation devices and control valves. All new multi-story structures shall have the automatic fire suppression system designed to provide separate zone control valves and flow switches for each story as well as main flow alarm initiation devices and control valves.

Amend ~~this~~ the following section as follows:

903.4.1 System Monitoring. All new and existing system fire suppression, diction and alarm systems shall be monitored with the alarm being transmitted to the Lake Zurich dispatch center in accordance with NFPA 72C for remote stations. All such new connections shall be made by wireless transmission compatible with the village's wireless alarm network.

Amend this section as follows:

903.4.2 Evacuation Alarms. All fire suppression systems shall be equipped so that, upon activation, an evacuation alarm shall sound that is heard throughout the structure. In multi-occupancy structures with a common suppression system each unit shall be equipped so that, upon activation, an evacuation signal shall sound that is heard throughout each unit.

Amend this section as follows:

903.4.3 Flow Alarm Signals. A horn/white strobe light unit in an approved weatherproof housing shall be installed above each fire department connection for each automatic fire sprinkler system. In new multi-occupancy structures without common areas a single common fire alarm system shall serve the entire structure with an amber strobe that shall be installed at an approved exterior location for each tenant space. These devices shall be designed to activate only when waterflow device is activated. All other initiating devices installed for each unit in multi-occupancy structure without common areas shall not activate the exterior signals and shall be compatible with the common system.

Add the following sections: New Section

903.6 Sprinkler Control Rooms. In all new construction, and in all existing buildings where in the opinion of the deputy fire marshal states it may be installed, a sprinkler control room with an exterior entrance shall be installed. The control room shall contain the fire sprinkler risers, and the fire alarm control panel. The room shall face either the main parking lot or shall face the front street and shall have a hard surface to the entrance door. The ~~knox~~ Knox key box shall also be located at the door to the fire sprinkler control room. If the location of the riser and alarm panel shall be in a different location due to a remodel, then this shall be approved by the deputy fire marshal. This room shall have separate address. The door ~~should~~ shall be labeled with ~~4-inch~~ 4-inch reflective lettering, stating "Sprinkler Room/FACP".

903.6.1 Room Size and Construction. The interior dimension of the room shall be minimally 30 square feet with any dimension not being less than four feet for any residential structure and minimally 50 square feet with any dimension not being less than five feet in any commercial structure. All interior walls within a sprinkler room shall use water resistant gypsum backing.

903.6.2 Lighting. The interior shall be provided with adequate illumination and emergency lighting. The exterior area adjacent to the sprinkler room door shall be provided with adequate illumination.

903.6.3 Other Equipment or Storage Prohibited. Every sprinkler room shall contain only approved fire protection equipment or mechanical equipment specified in this section. No other mechanical equipment or storage will be allowed.

903.6.4 Protection from Climate. Every residential sprinkler room shall be insulated according to the prescriptive requirements of the international energy conservation code for residential occupancies and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. Every commercial sprinkler room shall be insulated according to the building code and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. A low temperature alarm device shall be connected to the fire alarm system that initiates a supervisory signal when the temperature reaches forty degrees Fahrenheit.

903.6.5 System Drains and Drain Valves. All portions of the sprinkler system shall drain into the drain located in the sprinkler room or directly outside. Any drain that terminates outside shall not cause water to collect within five feet of the electrical equipment, discharge within five feet of electrical equipment, or cause other hazardous conditions to mechanical equipment or public or private areas. All drain valves for common systems including the dry system drain for the common attic area shall be located in the sprinkler room.

903.6.6 Floor Drain Required. A sanitary floor drain shall be installed in the room sufficiently sized to meet the flow rate of any device, including the backflow device. Floor drains serving backflow devices, shall be sized in accordance with the discharge rates of the manufacturer's flow charts of such devices. The following table shall be used to determine the floor drain size:

Drain Size	Flow Rate GPM
------------	---------------

4"	88
6"	264
8"	575
10"	1050
12"	1700

## Section 905

### Standpipe Systems

Amend this section as follows:

905.3 Required Installations. Standpipe systems shall be installed where required by sections 905.3.1 through 905.3.8. Standpipe systems are allowed to be combined with



automatic sprinkler systems. All required standpipe systems shall be supplied by a separate riser. The supply riser shall be hydraulically designed to supply 2-1/2-inch hose drops. The riser system shall be equipped with a separate control valve and flow switch. The standpipe shall be a 2-1/2-inch gated connection with a 1-1/2-inch reducer and all locations shall be approved by the fire code official. All standpipe and sprinkler risers shall have separate control valves and flow switches per floor.

Delete the exception in its entirety.

Amend this section as follows:

~~905.3.1 Height. Change class III to class I, and change more than 30 to 30 feet or more.~~

905.3.1 Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located 30 feet or more above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located 30 feet or more below the highest level of fire department vehicle access. Class I standpipe systems shall be installed throughout buildings or structures: 1) in all newly constructed buildings so that all areas in excess of 150 feet from the nearest point of entry to the building shall be covered by a standpipe; 2) in all areas of existing structures which have been remodeled or added to in such a manner that those areas are located in excess of 150 feet from the nearest point of entry to the building; 3) in all newly constructed buildings or structures two or more stories in height or more than one story below the highest level of fire department vehicle access so that all areas on those floors are within 150 feet of a standpipe; and 4) in all buildings or structures more than two stories in height or more than one story below the highest level of fire department vehicle access which have been remodeled or added to in such a manner so that those areas are located in excess of 150 feet from the nearest standpipe. The standpipes shall be provided with a 2-1/2 inch to 1-1/2-inch reducer and cap with no fire hose. There shall be an approved fire department connection at grade and hose connections located at each floor level.

## Chapter 10

### Means of Egress

#### Section 10086

#### Means of Egress Illumination

Amend this section as follows:

10086.24 Illumination Required. The means of egress, including the exit discharge and toilet rooms, shall be illuminated at all times the building space served by the means of egress is occupied.

~~—Section 1009.~~

~~Delete this section in its entirety and comply with Illinois State Accessibility Code.~~

Section 10~~1109~~

Stairways

Amend this section as follows:

~~1009~~11.79 Stairway Construction. All stairways in type I, II and III construction shall be built of non-combustible materials.

Chapter 11 Accessibility

Delete this chapter in its entirety and comply with Illinois State Accessibility Code.

Chapter 13 Energy Efficiency

Delete this Chapter in its entirety and comply with Illinois State Energy Conservation Code.

Chapter 27

Electrical

Delete this chapter in its entirety and refer to the 2017 National Electric Code.

Chapter 29

Plumbing Systems

Delete this chapter in its entirety and refer to the 2014 Illinois State Plumbing Code.

Chapter 31

Special Construction

~~—Section 3109~~

Refer to the 2018 International Swimming Pool and Spa Code, unless specifically amended below.

~~—Swimming Pool Enclosures And Safety Devices~~

~~Amend this definition as follows:~~

Swimming Pools.

~~3109.2 Definition. The following term is defined and amended in chapter 2:~~

Amend this section as follows:

3109.31 (as amended below)

Public Swimming Pools. Public swimming pools shall be completely enclosed by a fence not less than 5 feet in height or a screen enclosure. Openings in the fence shall not permit passage of a 4-inch diameter sphere. The fence or screen enclosure shall be equipped with self-closing and self-latching gates. Inflatable swimming pools shall not be permitted for public use.

Amend this section as follows:

~~3109.4~~ Residential Swimming Pools. Residential swimming pools shall comply with the requirements set forth in the 2018 international ~~residential code~~ Swimming Pool and Spa Code, as amended.

Amend this section as follows:

~~3109.4.1 Barrier Height And Clearances. The top of the barrier shall be not less than 60 inches above the grade measured on the side of the barrier that faces away from the swimming pool. The vertical clearance between grade and the bottom of the barrier shall not be greater than 2 inches measured on the side of the barrier that faces away from the swimming pool. Where the top of the pool structure is above grade, the barrier is authorized to be at ground level or mounted on top of the pool structure, and the vertical clearance between the top of the pool structure and the bottom of the barrier shall not be greater than 4 inches.~~

### Chapter 33 Safeguards During Construction

#### Section 3301

##### General

Add this section as follows:

3301.3 Construction Fences. A fence shall be installed in an approved manner around construction sites for all new commercial buildings, commercial additions and all demolitions. Such fence shall be of chain link, a minimum of 6 feet in height above the finished grade measured on the side away from the construction or demolition site. Gates opening into the construction site shall be locked when workers are not on the site.

#### 8-3-4: EXTERIOR WALL CONSTRUCTION STANDARDS:

A. Exterior Wall Construction Materials: Except as provided in subsection C of this section or elsewhere in the Lake Zurich Building Code, all exterior walls in new construction for all buildings other than single-family detached dwellings may be constructed using only decorative masonry or architecturally designed aggregate materials. Subsections A1 and A2 of this section contain additional detail regarding exterior wall construction material requirements:

1. Single-family attached and two-family dwellings: Decorative masonry or architecturally designed aggregate materials, on the exterior of the first floor, with use of wood for accents and select architectural contrasts.

2. Multiple-family dwellings and all other: Decorative masonry or architecturally designed aggregate materials only.

B. Prohibited Exterior Wall Construction Materials: Adhered masonry veneer and block exterior walls are prohibited, except approved decorative masonry or architecturally designed aggregate materials.

C. Exception For B-2 District: The requirements stated in subsection A of this section apply in the B-2 Central Business District, except that the Board of Trustees may modify or waive those requirements when the Board of Trustees determines that a modification or waiver will promote useful new development in the B-2 District, will enhance the economic vitality of the B-2 District, will allow development to be consistent with the exterior appearance standards established for the B-2 District, will help assure consistency of new development or redevelopment with existing or proposed development in the B-2 District, and will not increase any hazard to the public health or welfare.

#### CHAPTER 4 RESIDENTIAL CODE

##### SECTION:

##### 8-4-1: Adoption Of Code

##### 8-4-2: Application

##### 8-4-3: Amendments, Revisions, And Changes

##### 8-4-4: Anti\_monotony Standards

##### 8-4-1: ADOPTION OF CODE:

There is hereby adopted by the Village the 2018 International Residential Code for One- and Two-Family Dwellings, as hereinafter amended (hereinafter the "Residential Code"). At least one copy of the 2018 International Residential Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and now remains in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

##### 8-4-2: APPLICATION:

The 2018 International Residential Code shall apply to all single-family dwellings and two-family dwellings and all buildings and structures accessory thereto to the extent that such dwellings are expressly regulated by the 2012 International Residential Code for One- and Two-Family Dwellings.

#### 8-4-3: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2018 International Residential Code are hereby added, amended, revised, and changed as follows:

##### Chapter 1

##### Administration

##### Section R101

##### Title, Scope And Purpose

Amend this section as follows:

R101.1 Title. These provisions shall be known as the Residential Code for ~~One and Two Family~~ One- and Two-Family Dwellings of Lake Zurich and shall be cited as such and will be referred to herein as this "code".

##### Section R105

##### Permits

Amend this section as follows:

R105.2 Work Exempt from Permit. Permits shall not be required for the following: Exemption from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

##### Building:

1. One-story detached accessory structures used as playhouses, garden shed, and similar uses, provided the floor area does not exceed 18 square feet, and there is a for no more than a maximum of one such exempt structure. The structure shall comply with accessory structure location requirements as outlined in the Lake Zurich zoning code.
2. Retaining walls that are not over 2 feet in height measured from grade from the bottom of the footing to the top of the wall, and are used for landscaping purposes only.
3. Painting, papering, tiling, carpeting, cabinets, and similar work. Providing no electrical, mechanical or plumbing work is performed.

4. Prefabricated swimming pools ~~accessory to a group R-3 occupancy~~ that are capable of containing less than 24 inches in height of water. The swimming pools shall comply with accessory location requirements as outlined in the Lake Zurich zoning code.

5. Swings and other playground equipment accessory to one- and two-family dwellings. The swings and equipment shall comply with accessory location requirements as outlined in the Lake Zurich zoning code.

6. Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support.

#### Section R109

##### Inspections

Amend this section as follows:

R109.4 Approval Required. Work shall not be done beyond the point indicated in each successive inspection without first obtaining the approval of the code official or his/her designee. The building official or his/her designee upon notification shall make the required inspections and shall either indicate the portion of the construction that is satisfactory as completed, or shall notify the permit holder or an agent of the permit holder wherein the same fails to comply with the code. Any portions that do not comply shall be corrected within a specific time as determined by the building official or his/her designee and such portion shall not be covered or concealed until authorized by the building official or his/her designee. If any work is covered prior to proper inspection of it, then the code official may require that such work be uncovered at the permittee's expense so that a proper inspection can be made.

#### Section R112

##### Board of Appeals

Delete this section in its entirety.

#### Chapter 2

##### Definitions

#### Section R202

##### Definitions

Add the following definition as follows:

Bedroom. Any room or space used for or intended to be used for sleeping purposes with a door that leads directly to a hallway or common area, i.e. living room, dining room, etc. of the structure.

#### Section R301

## Design Criteria

Amend this table as follows:

TABLE R301.2(1)CLIMATIC AND GEOGRAPHIC DESIGN CRITERIA

<u>Ground snow load</u>	<u>Wind design</u>	<u>Seismic design category</u>	<u>Subject to damage from weathering</u>	<u>Frost line depth</u>	<u>Winter design temp</u>	<u>Drip Edge</u>	<u>Ice barrier underlayment required</u>	<u>Flood hazards</u>	<u>Air freezing index</u>	<u>Mean annual temp</u>
<u>30</u>	<u>115</u>	<u>no</u>	<u>Severe</u>	<u>42"</u>	<u>Moderate-heavy - 5°C</u>	<u>Yes</u>	<u>Yes</u>	<u>See flood maps</u>	<u>1500-2000</u>	<u>45°F - 50°F</u>

## Section R302

## Fire-Resistant Construction

Amend this section as follows:

R302.1 Exterior Walls. Construction, projections, openings and penetrations of exterior walls of dwellings and accessory buildings shall comply with table R302.1(1); or dwellings equipped throughout with an automatic sprinkler system installed in accordance with section P2904 shall comply with table R302.1(2).

## Exceptions:

1. Walls, projections, openings or penetrations in walls perpendicular to the line used to determine the separation distance.
2. Walls of dwellings and accessory structures located on the same lot.
3. Playhouses and similar structures, exempted from permits are not required to provide wall protection based on the location on the lot. Projections beyond the exterior wall shall not extend over the lot line.
4. Foundation vents installed in compliance with this code are permitted.

~~R311.02.5.27~~ Under Stair Protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 5/8 inch 5/8-inch type X gypsum board.

## Section R309

### Garages And Carports

Amend this section as follows:

R309.1 Floor Surface. Garage floor surfaces shall be of approved noncombustible material.

The area of floor used for parking automobiles or other vehicles shall be separated from the residence by a minimum ~~4-inch-high~~ 4-inch-high gas curb and shall be sloped to facilitate the movement of liquids to a drain or toward the main vehicle entry door.

Add the following sections:

R309.6 Opening Protection. Openings from a private garage directly into a room used for sleeping purposes shall not be permitted. Other openings between the garage and the residence shall be equipped with self-closing and self-latching solid wood doors not less than 1 3/4 inches in thickness, solid or honeycomb core steel doors not less than 1 3/4 inches in thickness or 20-minute fire rated doors.

R309.7 Separation Required. The garage shall be separated from the residence and its attic area by not less than ~~5/8-inch~~ 5/8-inch type X gypsum board applied to the garage side. Garages beneath habitable rooms shall be separated from all habitable spaces above by not less than ~~5/8-inch~~ 5/8-inch type X gypsum board or equivalent. Where the separation is a floor-ceiling assembly, the structure supporting the separation shall also be protected by not less than ~~5/8-inch~~ 5/8-inch type X gypsum board or equivalent.

## Section R310

### Emergency Escape And Rescue Openings

Amend this section as follows:

R310.1 Emergency Escape And Rescue Required. Basements, habitable attics and every sleeping room shall have at least one operable emergency escape and rescue opening. Where basements contain one or more sleeping rooms, emergency escape and rescue openings shall be required in each sleeping room as well as the adjoining area of the basement. Where emergency escape and rescue openings are provided they shall have a sill height of not more than 44 inches measured from the finished floor to the bottom of the clear opening. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with section: R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the emergency escape and rescue opening from the inside. Emergency escape and rescue openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with section: R310.2. Emergency escape and rescue openings shall open directly into a public way, or to a yard or court that opens to a public way.



R310.1.14 Operational Constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys, tools or special knowledge. The opening area shall be achieved without removing the sash.

—Section R311

—Means Of Egress

Add the following sections:

R311.2.1 Bedrooms. Every bedroom shall have access to the common areas without having to pass through another bedroom or bathroom.

Amend this section as follows:

~~R311.5.2 Under Stair Protection. Enclosed accessible space under stairs shall have walls, under stair surface and any soffits protected on the enclosed side with 5/8 inch type X gypsum board.~~

Amend this section as follows:

~~R311.7.8 Handrails. Handrails shall be provided on at least one side of each continuous run of treads or flight of stairs with 3 or more risers.~~

—Section R312

—Guards And Window Fall Protection

Delete this section in its entirety:

~~R312.2 Window Fall Protection.~~

Delete this section in its entirety:

~~R312.2.1 Window Sills.~~

Amend this section as follows:

~~R312.1.3 Opening Limitations. Required guards shall not have openings from walking surfaces to the required guard height which allow passage of a sphere 4 inches in diameter.~~

~~Exceptions:~~

~~—2. Guards on open sides of stairs shall not have openings which allow passage of a sphere 4 inches in diameter.~~

—Section R313

Automatic Fire Sprinkler Systems

Amend this section as follows:

R313.2.1 Design And Installation. Delete in its entirety.

Amend this section as follows: New

Automatic sprinkler systems shall be provided in all new residential use groups including townhomes/multi-family dwellings and ~~one- and two-family~~ one- and two-family dwellings which are adopted by this code. All new single family detached dwellings shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All single-family attached including new duplex residences and new townhomes shall have automatic fire sprinklers installed throughout per NFPA 13R or 13D. All new attached garages shall have automatic sprinklers installed, where feasible. Dry sidewall or dry pendant sprinklers should be used.

#### Section R314

##### Smoke Alarms/Smoke Detectors

Amend this section as follows:

R314.3 Location. Smoke alarms shall be installed in the following locations unless otherwise amended by the Illinois Smoke Detector Act.

1 Within each bedroom.

~~unless otherwise amended by the Illinois Smoke Detector Act.~~

~~1 Within each bedroom.~~

2. Outside each separate sleeping area within 15 feet of the bedrooms.

3. On each ~~additional story level~~ of the dwelling, including basements and finished attics but not including crawl spaces and uninhabited attics.

4. In offices, dens, work-out rooms, etc. that have a door that leads directly to a hallway or common area, i.e. living room, dining room, etc. of the structure.

Amend this section as follows:

R314.~~6~~4 Power Source. Smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when power is interrupted, shall receive power from ~~a battery or a back up generator if one exists.~~ self-contained, non-removable, long-term 10-year batteries. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke detectors shall be connected to the hallway lighting circuit.

#### Chapter 4

#### Foundations

#### Section R402

#### Materials

Delete the following section in its entirety:

#### R402.1 Wood Foundations.

##### Section R403

##### Footings

Amend this section as follows:

R403.1 General. All exterior walls shall be supported on continuous solid concrete footings which shall be of sufficient design to accommodate all loads according to section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill. Concrete footings shall be designed and constructed in accordance with the provisions of section R403 or in accordance with ACI 332. Every room addition, sunroom, ~~screen porch or any deck~~ or other structure with a roof that is attached to a house or other frost protected structure shall be supported on a continuous frost protected footing.

Unconditioned screened porches and decks may be supported on approved post system.

Amend this section as follows:

R403.1.1 Minimum Size. Minimum sizes for concrete footings shall be as set forth in table R403.1 and figure R403.1(1). The footing width, W, shall be based on the load-bearing value of the soil in accordance with table R401.4.1. Spread footings shall be at least 6 inches in thickness, T. Footing projections, P, shall be at least 2 inches and shall not exceed the thickness of the footing. The size of the footings supporting piers and columns shall be based on the tributary load and allowable soil pressure in accordance with table R401.4.1.

Amend this table as follows:

Table R403.1 Minimum Width of Concrete, Precast or Masonry Footings.

Delete all references to masonry footings

##### Section R404

##### Foundations and Retaining Walls

Amend this section as follows:

R404.1 Concrete and Masonry Foundation Walls. Concrete foundation walls shall be selected and constructed in accordance with the provisions of section R404.1.2.

Delete the following section in its entirety:

##### R404.1.1 Design of Masonry Walls.

Delete the following section in its entirety:

##### R404.1.8 Rubble Stone Masonry.

Delete the following section in its entirety:

R404.1.9 Isolated Masonry Piers.

Delete the following section in its entirety:

R404.2 Wood Foundation Walls.

Amend this section as follows:

R404.3 Wood Sill Plates. Wood sill plates shall be a minimum of 2 inch by 6-inch pressure treated lumber. Sill plate anchorage shall be in accordance with sections R403.1.63 and R602.11.

Amend this section as follows:

R404.4 Retaining Walls. Retaining walls that are not laterally supported at the top and retain in excess of 24 inches of unbalanced fill shall be designed by a licensed Illinois structural engineer to ensure stability against overturning, sliding, excessive foundation pressure and water uplift.

Section R405

Foundation Drainage

Amend this section as follows:

R405.1 Concrete or Masonry Foundations. Drains shall be provided around all concrete and masonry foundations that retain earth and enclose habitable or usable spaces located below grade. Perforated pipe or other approved systems or materials shall be installed at or below the area to be protected and shall discharge by gravity or mechanical means into an approved drainage system. Perforated drains shall be surrounded with an approved filter membrane or the filter membrane shall cover the washed gravel or crushed rock covering the drain. Perforated pipe shall be placed on a minimum of 2 inches of washed gravel or crushed rock at least one sieve size larger than the perforation and covered with not less than 6 inches of the same material.

Delete the following section in its entirety:

R405.2 Wood Foundations.

Section R405

Foundation Waterproofing and ~~Dampproofing~~Damp proofing

Delete the following section in its entirety:

R406.3 ~~Dampproofing~~Damp proofing for Wood Foundations.

Chapter 5

Floors

## Section R503

## Floor Sheathing

R503.1 Lumber Sheathing. Maximum allowable spans for lumber used as floor sheathing shall conform to tables R503.1, R503.2.1.1(1) and R503.2.1.1(2).

Amend this table as follows:

TABLE R503.1

MINIMUM THICKNESS OF LUMBER FLOOR SHEATHING

<u>Joist or beam spaces (inches)</u>	<u>Minimum net thickness perpendicular to joist</u>	<u>Minimum net thickness diagonal to joist</u>
<u>24</u>	<u><math>\frac{3}{4}</math></u>	<u><math>\frac{3}{4}</math></u>
<u>16</u>	<u><math>\frac{3}{4}</math></u>	<u><math>\frac{3}{4}</math></u>
<u>48<sup>a</sup></u>	<u>1 ½ T &amp; G</u>	<u>N/A</u>
<u>54<sup>b</sup></u>	<u>1 ½ T &amp; G</u>	<u>N/A</u>
<u>60<sup>c</sup></u>	<u>1 ½ T &amp; G</u>	<u>N/A</u>

## R503.2 Wood Structural Panel Sheathing.

Amend this table as follows:

TABLE R503.2.1.1(1)

ALLOWABLE SPANS AND LOADS FOR WOOD STRUCTURAL PANELS

FOR ROOF AND SUBFLOOR SHEATHING AND COMBINATION SUBFLOOR  
UNDERLAYMENT

<u>Span rating sheathing</u>	<u>Minimum nominal panel thickness (inch) sheathing</u>	<u>Allowable live load psf 16" oc</u>	<u>Allowable live load psf 24" oc</u>	<u>Maximum span inches with edge support roof</u>	<u>Maximum span inches without edge support roof</u>	<u>Load psf at maximum span total load roof</u>	<u>Load psf at maximum span live load roof</u>	<u>Maximum span inches subfloor</u>
<u>16/0</u>	<u>7/16</u>	<u>30</u>	<u>=</u>	<u>16</u>	<u>16</u>	<u>40</u>	<u>30</u>	<u>0</u>
<u>20/0</u>	<u>7/16</u>	<u>50</u>	<u>=</u>	<u>20</u>	<u>20</u>	<u>40</u>	<u>30</u>	<u>0</u>
<u>24/0</u>	<u>7/16</u>	<u>100</u>	<u>30</u>	<u>24</u>	<u>20</u>	<u>40</u>	<u>30</u>	<u>0</u>
<u>24/16</u>	<u>7/16</u>	<u>100</u>	<u>40</u>	<u>24</u>	<u>24</u>	<u>50</u>	<u>40</u>	<u>16</u>
<u>32/16</u>	<u>15/32 1/2</u>	<u>180</u>	<u>70</u>	<u>32</u>	<u>28</u>	<u>40</u>	<u>30</u>	<u>16</u>
<u>40/20</u>	<u>19/32 5/8</u>	<u>305</u>	<u>130</u>	<u>40</u>	<u>32</u>	<u>40</u>	<u>30</u>	<u>20</u>
<u>48/24</u>	<u>23/32 3/4</u>	<u>=</u>	<u>175</u>	<u>48</u>	<u>36</u>	<u>45</u>	<u>35</u>	<u>24</u>
<u>60/32</u>	<u>7/8</u>	<u>=</u>	<u>305</u>	<u>60</u>	<u>48</u>	<u>45</u>	<u>35</u>	
<u>Underl CC plugged single floor</u>	<u>Underl CC plugged single floor</u>			<u>Roof</u>	<u>Roof</u>	<u>Roof</u>	<u>Roof</u>	<u>Combo subfloor underlayment</u>
<u>16 oc</u>	<u>19/32 5/8</u>	<u>100</u>	<u>40</u>	<u>24</u>	<u>24</u>	<u>50</u>	<u>40</u>	<u>16</u>
<u>20 oc</u>	<u>19/32 5/8</u>	<u>150</u>	<u>60</u>	<u>32</u>	<u>32</u>	<u>40</u>	<u>30</u>	<u>20</u>
<u>24 oc</u>	<u>23/32 3/4</u>	<u>240</u>	<u>100</u>	<u>48</u>	<u>36</u>	<u>35</u>	<u>25</u>	<u>24</u>
<u>32 oc</u>	<u>7/8</u>	<u>=</u>	<u>185</u>	<u>48</u>	<u>40</u>	<u>50</u>	<u>40</u>	<u>32</u>

<u>48 oc</u>	<u>13/32 1</u> <u>1/8</u>	<u>=</u>	<u>290</u>	<u>60</u>	<u>48</u>	<u>50</u>	<u>40</u>	<u>48</u>
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Amend this table as follows:

TABLE R503.2.1.1(2)

ALLOWABLE SPANS FOR SANDED

—PLYWOOD COMBINATION SUBFLOOR UNDERLAYMENT

-

— TABLE R503.2.1.1(2)

ALLOWABLE SPANS FOR SANDED PLYWOOD COMBINATION SUBFLOOR UNDERLAYMENT

<u>Identification</u>	<u>Spacing of joists inches</u>	<u>Spacing of joists inches</u>	<u>Spacing of joist inches</u>
	<u>16</u>	<u>20</u>	<u>24</u>
<u>Species group</u>	<u>=</u>	<u>=</u>	<u>=</u>
<u>1</u>	<u>3/4</u>	<u>3/4</u>	<u>3/4</u>
<u>2,3</u>	<u>3/4</u>	<u>3/4</u>	<u>7/8</u>
<u>4</u>	<u>3/4</u>	<u>7/8</u>	<u>1</u>

Delete the following sections in their entirety:

Section R504. ~~—~~

Pressure ~~Preservatively~~ Preservative

~~—T~~reated-Wood Floors (On Ground)

~~R504.1 General.~~

~~R504.1.1 Unbalanced Soil Loads.~~

~~R504.1.2 Construction.~~

~~R504.1.3 Uplift And Buckling.~~

~~R504.2 Site Preparation.~~

~~R504.2.1 Base.~~

~~R504.2.2 Moisture Barrier.~~

~~R504.3 Materials.~~

~~—~~

## Section R506

### Concrete Floors (On Ground)

Amend this section as follows:

~~R506.2.3 Vapor Retarder. A 6-mil polyethylene vapor retarder with joints lapped not less than 6 inches shall be placed between the concrete floor slab and the base course.~~

~~Exception: The vapor retarder may be omitted:~~

~~—1. From detached garages, utility buildings and other unheated accessory structures.~~

~~—2. For carports.~~

~~—Section R507~~

~~—Decks~~

Amend this section as follows:

~~R507.1 Decks. Where supported by attachment to an exterior wall, decks shall be positively anchored to the primary structure and designed for both vertical and lateral loads. Such attachment shall not be accomplished by the use of toenails or nails subject to withdrawal. Where positive connection to the primary building structure cannot be verified during inspection, decks shall be self-supporting. For decks with cantilevered framing members, connections to exterior walls or other framing members, shall be designed and constructed to resist uplift resulting from the full live load specified in table R301.5 acting on the cantilevered portion of the deck. Cantilevered portions of decks shall not extend more than 2 feet.~~

~~—Chapter 6~~

~~—Wall Construction~~

~~—Section R602~~

~~—Wood Wall Framing~~



~~Amend this section as follows:~~

~~R602.3.2 Top Plate. Wood stud walls shall be capped with a double top plate installed to provide overlapping at corners and intersections with bearing partitions. End joints in top plates shall be offset at least 24 inches. Joints in the lower plates shall occur over studs. Plates shall not be less than 2 inches nominal thickness and shall have a width at least equal to the width of the studs.~~

Chapter 10

Chimneys And Fireplaces

Section R1004

Factory-Built Fireplaces

Amend this section as follows:

R1004.1 General. Factory built fireplaces shall be listed and labeled and shall be installed in accordance with the conditions of the listing. All combustible framing within the fireplace chase shall be covered with a minimum ~~1-1/2 inch~~ 1/2-inch cement board or ~~5/8 inch~~ 5/8-inch type X drywall to a minimum height of 6 feet and all joints and seams shall be sealed with an approved firestopping material. Factory built fireplaces shall be tested in accordance with UL127.

Chapter 16

Duct Systems

Section M1601

Duct Construction

Amend this section as follows:

M1601.1.1 Above-Ground Duct Systems. Above-ground duct systems shall conform to the following:

2. Factory-made air ducts shall be constructed of metal or plastic.

Section M1602

Return Air

Add the following section:

M1602.1.1 Return Air Required. Every habitable room shall be equipped with a return air duct except those areas listed as prohibited sources in section: M1602.2.

Chapter 24

## Fuel Gas

### Section G2420

#### Gas Shutoff Valves

Amend this section as follows:

G2420.5.1 (409.5.1) Located Within The Same Room. Each appliance shall be provided with a shutoff valve separate from the appliance. The shutoff valve shall be located in the same room as the appliance. The shutoff valve shall be within 6 feet of the appliance, and shall be installed upstream of the union, connector or quick disconnect it serves.

Delete the following sections in their entirety:

G2420.5.2 (409.35.2) Vented Decorative Appliances And Room Heaters.

G2420.5.3 (409.5.3) Located At The Manifold.

## Part VII

### Plumbing

Delete part VII (Plumbing) in its entirety and replace with the following:

Title 8, chapter 7, Lake Zurich municipal code (2014 Illinois Plumbing Code and as amended).

## Part VIII

### Electrical

Delete part VIII (Electrical) in its entirety and replace with the following:

Title 8, chapter 8, Lake Zurich municipal code (2017 National Electrical Code).

## Appendix G

Remove in entirety and replace with adopted 2018 International Swimming Pool and Spa Code

~~—Swimming Pools, Spas And Hot Tubs~~

~~—Section AG102~~

~~—Definitions~~

~~Amend this definition as follows:~~

~~Swimming Pool. Any structure intended for swimming or recreational bathing that is capable of containing 24 inches of water or more. This includes permanent or temporary hard wall, soft wall or inflatable in-ground, above-ground, and on-ground swimming pools, hot tubs and spas.~~

~~—Section AG105~~

~~—Barrier Requirements~~

~~Amend this section as follows:~~

~~AG105.2 Outdoor Swimming Pool. An outdoor swimming pool, including an in-ground, above-ground or on-ground pool, hot tub or spa, shall be surrounded by a barrier which shall comply with the following:~~

~~— 1. The top of the barrier shall be at least 60 inches above grade measured on the side of the barrier which faces away from the swimming pool. The maximum vertical clearance between grade and the bottom of the barrier shall be 2 inches measured on the side of the barrier which faces away from the swimming pool. Where the top of the pool structure is above grade, such as an above-ground pool, the barrier may be at ground level, such as the pool structure, or mounted on top of the pool structure. Where the barrier is mounted on top of the pool structure, the maximum vertical clearance between the top of the pool structure and the bottom of the barrier shall be 4 inches.~~

~~—Appendix J~~

~~—Existing Buildings And Structures~~

~~Amend this section as follows:~~

~~AJ401.2 Door And Window Dimensions. Minor reductions in the clear opening dimensions of replacement windows that result from the use of different materials shall be allowed, except that the required emergency egress window per section 310 is installed to the full rough framed opening of the original construction. (New construction grade window.)~~

#### 8-4-4: ANTIMONOTONY STANDARDS:

The following standards apply to all construction of new single-family detached dwellings in the Village:

A. Abutting Lots: No single-family detached dwelling shall be erected on any lot abutting, or directly across the street from, a lot with a single-family detached dwelling of the same exterior design or appearance or with identical front elevations.

B. Spacing: Not more than two (2) single-family detached dwellings of the same exterior design or appearance, or with identical front elevations, shall be erected within four hundred feet (400') of each other on the same side of the street.

C. Criteria: The Village shall apply the criteria from all of the following three (3) subsections to determine whether the exterior design and appearance and front elevations of two (2) single-family detached dwellings are the same or, instead, are sufficiently dissimilar:

1. Rooflines: To be considered dissimilar, the rooflines of two (2) single-family detached dwellings as seen from the front of the dwelling shall be changed in at least one of the following ways:

- a. Changing a gable roof to hip roof or changing hip roof to a gable roof.
- b. Providing an intersecting gable roof on the main roof, provided that the height of the intersecting roof is at least fifty percent (50%) of the height of the main roof.
- c. Providing an intersecting hip roof on the main hip roof, provided that the height of the intersecting hip roof is at least fifty percent (50%) of the height of the main roof.

2. Windows: To be considered dissimilar, the windows of two (2) single-family detached dwellings shall be changed in at least one of the following ways:

- a. Changing from single windows to a multiple window arrangement ganged units or changing from a multiple window arrangement to single windows.
- b. Providing a bay or bow window in the area of the predominant window.

3. Construction Materials: To be considered dissimilar, the construction materials of two (2) single-family detached dwellings shall be changed in at least one of the following ways. When materials are changed, the change must occur throughout the front facade or elevation for a minimum of one story in height.

- a. Changing the siding from horizontal to vertical or vertical to horizontal.
- b. Changing the facing material (wood, brick, stone, stucco/staccato board and trim).

D. Administration: The provisions of this section shall be administered by the Code official. To aid the Code official and applicants in their interpretation of the provisions of this section, the Director may prepare illustrative drawings and written descriptions of the manner in which the provisions have been or will be administered.

E. Appeals: If a building permit is denied to an applicant by reason of this section, then the applicant may appeal that decision to the ~~Board of Trustees~~Code Official. On such appeal, the ~~Board of Trustees-village~~ may:

- 1. Order the permit to be issued; or
- 2. Order the permit to be issued if modifications are made in the design of the building to bring it into conformity with the provisions of this section; or
- 3. Deny the appeal. The decision of the ~~Board of Trustees~~Code Official shall be final.

CHAPTER 5  
PROPERTY MAINTENANCE CODE

SECTION:

8-5-1: Adoption Of Property Maintenance Code

8-5-2: Amendments, Revisions, And Changes

8-5-1: ADOPTION OF PROPERTY MAINTENANCE CODE:

There is hereby adopted by the Village the 2018 International Property Maintenance Code, as hereinafter amended (hereinafter the "Property Maintenance Code"). At least one copy of the 2018 International Property Maintenance Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and remains on file in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

8-5-2: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2018 International Property Maintenance Code are hereby amended, revised, and changed as follows:

Chapter 1

Administration

Section 101

General

Amend section 101.1 to read as follows:

101.1 Title. These regulations shall be known as the Lake Zurich Property Maintenance Code, hereinafter referred to as this "code."

Section 102

Applicability

Amend section 102.3 to read as follows:

102.3 Application Of Other Codes. Repairs, additions, or alterations to a structure, or change of occupancy, shall be done in accordance with the procedures and provisions of the 2018 International Building Code, 2018 International Fuel Gas Code, 2018

International Mechanical Code, ~~2018 International Illinois~~ Energy Conservation code, 2017 National Electrical Code and the 2014 Illinois ~~state State~~ Plumbing Code as amended.

### Section 103

#### Department of Property Maintenance Inspection

Amend section 103.5 to read as follows:

103.5 Fees. The fees for activities and services performed by the department in carrying out its responsibilities under this code shall be as indicated in ~~title 8, chapter 2 Title 13~~ of the Lake Zurich municipal code.

### Section 107

#### Notices And Orders

Amend section 107.2 as follows:

107.2 Form.

Delete paragraph ~~s 5 and 6~~.

Amend section 107.3 as follows:

107.3 Method of Service.

Alternate method of delivery shall include email or other electronic communication in addition to the standard requirements for notice as outlined in Section 107.2

~~Add new paragraph~~

~~—4. Alternate method including email.~~

~~108.1.3 Structure unfit for human occupancy~~

~~Add or excessive hoarding resulting in lack of clear paths of egress and fire hazard.~~

### Section 109

#### Emergency Measures

Amend section 109.5 to read as follows:

109.5 Costs of Emergency Repairs. Costs incurred in the performance of emergency work shall may be paid the jurisdiction. The jurisdiction shall institute appropriate action to recover costs including charging against the real estate, placing a lien, or other necessary action.

Delete section 109.6 in its entirety.

### Section 111

#### Means Of Appeal

Delete section 111 in its entirety.

## Section 112

### Stop Work Order

Delete section 112.4 in its entirety and amend to read as follows:

112.4 Failure to Comply. Any person who shall continue any work after having been served with a stop work order, except such work as that person is directed to perform or remove a violation or unsafe condition, shall be in violation of this code as determined by the Code Official.

## Chapter 3

### General Requirements

## Section 302

### Exterior Property Areas

Delete section 302.1 in its entirety and amend to read as follows:

302.1 Sanitation. All exterior property and premises shall be maintained in a clean, safe and sanitary condition. The owner and occupant shall keep that part of the exterior property in a clean and sanitary condition.

Add the following subsections:

302.1.1 Stored Material. No accumulation of any materials, including without limitation, lumber, metal, rubbish, garbage, building materials, litter, junk, vehicle parts, landscape equipment and materials, and similar materials may be stored outdoors at any time.

302.3.1 Parking Lot Maintenance. All driveways and parking lots and spaces for multi-family dwellings, commercial properties, and lots containing two or more parking spaces shall be kept free of snow, ice, mud, and other debris.

302.3.2 Parking Lot Striping. The striping of all parking lots shall be maintained regularly so that the striping is visible and not faded.

302.3.3 Parking Lot Handicapped Space Signage. The handicapped parking space signs shall be maintained with the current state of Illinois signs, or as amended by the village of Lake Zurich.

Delete section 302.4 in its entirety and ~~amend to read as follows~~refer to Chapter 4 of Title 4 of the Lake Zurich Municipal Code:

~~302.4 Weeds. All premises and exterior property shall be maintained free from weeds or plant growth in excess of 8 inches in height. All noxious weeds shall be prohibited. Weeds~~

~~shall be defined as all grasses, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.~~

### Section 303

#### Swimming Pools, Spas And Hot Tubs

Amend section 303.2 to read as follows:

303.2 Enclosures. Private swimming pools, hot tubs and spas, capable of containing water 24 inches or more in depth shall be completely surrounded by a fence or barrier at least 60 inches in height above the finished ground level measured on the side of the barrier away from the pool. Gates and doors in such barriers shall be self-closing and self-latching. Where the self-latching device is less than 54 inches above the bottom of the gate, the release mechanism shall be located on the pool side of the gate. Self-closing and self-latching gates shall be maintained such that the gate will positively close and latch when released from an open position of 6 inches from the gatepost. No existing pool enclosure shall be removed, replaced or changed in a manner that reduces its effectiveness as a safety barrier.

### Section 304

#### Exterior Structure

Amend section 304.13 to read as follows:

Add new sections:

304.13.3 Board-Up Openings Restricted. Exterior building openings, including without limitation windows, skylights, doors, and frames, shall not be boarded up except in the event of a fire or other emergency, and then only for a period not to exceed 30 days.

Add:

304.13.4 Window Treatments And Coverings. All window treatments, curtains, drapes, blinds, shades and plastic shall be interior mounted, and installed and maintained in a neat manner.

Delete section 304.14 in its entirety and amend to read as follows:

304.14 Insect Screens. Every door, window and other outside opening required for ventilation of habitable rooms, food preparation areas, food service areas or any areas where product to be included or utilized in food for human consumption are processed, manufactured, packaged or stored shall be supplied with approved tightly fitting screens not less than 16 mesh per inch and every screen door used for insect control shall have a self-closing device in good working condition.

Amend subsection 304.18.1 to read as follows:

304.18.1 Doors. Doors providing access to a dwelling unit, that is rented, leased or let shall be equipped with a deadbolt lock designed to readily open from the side from which



egress is to be made without the need for keys, special knowledge or effort and shall have a lock throw of not less than 1 inch. Such deadbolt locks shall be installed according to the manufacturer's specifications and maintained in good working order. For the purpose of this section, a sliding bolt shall not be considered an acceptable deadbolt lock.

Add subsection 304.20:

304.20 Matching Exterior Repairs or Installation. Whenever the repair, replacement, maintenance or installation of exterior walls or roofs is performed, the completed work shall match in color and material, and be consistent with the remainder of the exterior structure. Exception: materials that are designed to contrast including siding walls with partial masonry.

#### Section 305

##### Interior Structure

Amend section 305.5 to read as follows:

305.5 Handrails and Guards. Every exterior and interior flight of stairs having ~~three~~ four (4) or more risers shall have a handrail on one side of the stairs and every open portion of the stair, landing, balcony, porch, deck, ramp or other walking surface which is more than 30 inches above the floor or grade below shall have guards. Handrails shall not be less than 30 inches high or more than 42 inches high measured vertically above the nosing of the tread or above the finished floor of the landing or walking surfaces. Guards shall not be less than 30 inches high above the floor of the landing, balcony, porch, deck, ramp or other walking surface.

#### Chapter 5

##### Plumbing Facilities And Fixture Requirements

~~Delete the text of this chapter in its entirety and replace with the following:~~

Refer to 2014 Illinois state plumbing code.

#### SECTION 507

##### STORM DRAINAGE

507.1 General. Drainage of roofs, sump pumps, paved areas, yards and courts, and other open areas on the premises shall not be discharged in a manner that creates a private or public nuisance.

#### Chapter 6

##### Mechanical And Electrical Requirements

#### Section 602

##### Heating Facilities

Amend section 602.2 to read as follows:

602.2 Residential Occupancies. Dwellings shall be provided with heating facilities capable of maintaining a room temperature of 68°F in all habitable rooms, bathrooms and toilet rooms based on the winter outdoor design temperature for the locality indicated in table 301.2(1) of the international residential code. Cooking appliances shall not be used, nor shall portable unvented fuel-burning space heaters be used as a means to provide required heating.

Amend section 602.3 to read as follows and delete exception (2) but do not delete exception (1):

602.3 Heat Supply. Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied, to furnish heat to the occupants thereof shall supply heat at all times to maintain a temperature of not less than 68°F in all habitable rooms, bathrooms and toilet rooms.

Amend section 602.4 to read as follows:

602.4 Occupiable Work Spaces. Indoor occupiable work spaces shall be supplied with heat at all times to maintain a temperature of not less than 65°F during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activity.

605.4 Wiring. Flexible cords

including extension cords shall not be used for permanent wiring, or for running through doors, windows, or cabinets, or concealed within walls, floors, or ceilings.

Chapter 7

Fire Safety Requirements

Section 704

Fire Protection Systems

Amend section 704.2 to read as follows:

704.2 Smoke Alarms. Single or multiple-station smoke alarms/smoke detectors shall be installed and maintained in groups R-2, R-3, R-4 and in dwellings not regulated in group R occupancies, regardless of occupant load at all of the following locations. Smoke alarms shall be installed in the following locations unless otherwise amended by the Illinois Smoke Detector Act.

1 Within each bedroom.

2. Outside each separate sleeping area within 15 feet of the bedrooms.

3. On each level of the dwelling, including basements and finished attics but not including crawl spaces and uninhabited attics.

4. In offices, dens, work-out rooms, etc. that have a door that leads directly to a hallway or common area, i.e. living room, dining room, etc. of the structure.

~~unless otherwise amended by the Illinois Smoke Detector Act:~~

~~1. Within each bedroom.~~

~~2. Outside each separate sleeping area within 15 feet of the bedrooms.~~

~~3. On each additional story level of the dwelling, including basements and finished attics but not including crawl spaces and uninhabited attics.~~

~~4. In offices, dens, work-out rooms, etc. that have a door that leads directly to a hallway or common area, i.e. living room, dining room, etc. of the structure.~~

Amend this section as follows:

R314.4 Power Source. Smoke alarms shall receive their primary power from the building wiring when such wiring is served from a commercial source, and when power is interrupted, shall receive power from ~~a battery or a back up generator if one exists.~~ Self-contained, non-removable, long-term 10-year batteries. Wiring shall be permanent and without a disconnecting switch other than those required for overcurrent protection. Smoke detectors shall be connected to the hallway lighting circuit.

Add the following additional subsection 704.2.1:

~~704.2.1.5.1~~ Carbon Monoxide Detectors. Single or multiple-station carbon monoxide detectors shall be installed and maintained in groups R-1 - R-4 and in dwellings not regulated in group R occupancies, regardless of occupant load at all of the following locations unless otherwise amended by the Illinois Carbon Monoxide Alarm Detector Act:

1. On the ceiling or wall outside of each separate sleeping area within 15 feet of bedrooms.

~~Exceptions: As allowed by the state of Illinois carbon monoxide act.~~

## CHAPTER 6 MECHANICAL CODE

### SECTION:

8-6-1: Adoption Of Code

8-6-2: Amendments, Revisions, And Changes

#### 8-6-1: ADOPTION OF CODE:

There is hereby adopted by the Village the 2018 International Mechanical Code, as hereinafter amended (hereinafter the "Mechanical Code"). At least one copy of the 2018 International Mechanical Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and now remains in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter

#### 8-6-2: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2018 International Mechanical Code are hereby added, amended, revised, and changed as follows:

##### Chapter 1 Administration

##### Section 101

##### Title, Scope And Purpose

Amend section 101.1 as follows:

101.1 Title. These provisions shall be known as the Lake Zurich Mechanical Code, and shall be cited as such and will be referred to herein as "this code".

##### Section 106

##### Permits

Amend section 106.4 to read as follows:

106.4 Permit Issuance. The application, construction documents and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the proposed work conforms to the requirements of this code and all laws and ordinances applicable thereto, and that the fees specified in title 8, chapter 2 of the Lake Zurich municipal code, have been paid, a permit shall be issued to the applicant.

Amend section 106.5 to read as follows:

106.5 Fees. A permit shall not be issued until the fees prescribed in title ~~8, chapter 2-13~~ of the Lake Zurich municipal code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the mechanical system, has been paid.

Amend subsection 106.5.2 to read as follows:

106.5.2 Fee Schedule. The fees for mechanical work shall be as indicated in title ~~813,~~  
~~chapter 2,~~ of the Lake Zurich municipal code.

Delete subsection 106.5.3 in its entirety.

## Section 108

### Violations

Amend section 108.5 as follows:

108.5 Stop Work Orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue to work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine pursuant to title 13, chapter 1, "Fee Schedule", of the Village of Lake Zurich Municipal Code.

## Section 109

### Means Of Appeal

Delete section 109 in its entirety.

## Section 303

### Equipment and Appliance Location

Amend section 303.3 as follows:

303.3 Prohibited Locations. Fuel-fired appliances shall not be located in, on or obtain air from any of the following rooms or spaces:

1. Sleeping rooms.
2. Bathrooms.
3. Toilet rooms.
4. Storage and clothes closets.
5. Surgical rooms.

## Section 304

### Installation

~~Amend section 304.5 as follows: Delete the exception.~~

~~Amend section 304.6 as follows: Delete the exception.~~

## Section 501

### General

Amend section 501.3-~~1.1~~ as follows:

501.3-~~1.1~~ Exhaust Discharge. Exhaust discharge shall not be directed onto walkways. Bathroom exhaust shall not terminate within 12" above or below a deck or porch.

## Section 603

### Duct Construction And Installation

Delete the text of subsection 603.5.1 in its entirety.

## CHAPTER 7

### PLUMBING CODE

#### SECTION:

8-7-1: Adoption Of Plumbing Code

8-7-2: Permit Required

8-7-3: License Required

8-7-4: Letter Of Intent

8-7-5: Owner Occupied House

8-7-6: Amendments, Revisions, And Changes

#### 8-7-1: ADOPTION OF PLUMBING CODE:

There is hereby adopted by Lake Zurich the 2014 Illinois Plumbing Code ~~as amended as amended~~, (hereinafter the "Plumbing Code") ~~as the Illinois Plumbing Code is amended from time to time by the Illinois Department of Public Health, pursuant to section 35 of the Illinois Plumbing Licensing Law.~~ At least one copy of the Illinois Plumbing Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and now remains in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

**8-7-2: PERMIT REQUIRED:**

A. A plumbing permit shall be required under the following conditions:

1. When there is a change of occupancy of a building or structure. If the change is from one use to another as provided in the Illinois Plumbing Code, it shall be treated as a new building and shall comply with the requirements of this section for its new use or occupancy.
2. For all new construction and any remodeling or renovation that alters, renovates or replaces existing plumbing systems. Plumbing systems shall include the water service, water supply and distribution pipes; plumbing fixtures and traps; soil, waste and vent pipes; building drains; including their respective connections, devices and appurtenances.
3. The installation of lawn sprinkler systems and backflow prevention devices.
4. The adding or altering of plumbing appliances including toilets, bidets, urinals, lavatories and hand sinks, tubs/showers, whirlpools, kitchen sinks, water heaters, dishwashing machines, hot water dispensers, garbage disposals, water treatment equipment, separators/interceptors, commercial icemakers, service sinks and drinking fountains.
5. Exclusions from permit: Any minor repairs that do not require changes in piping to or from plumbing fixtures or involve the removal, replacement, installation, of any pipe to a plumbing fixture; drain cleaning and rodding; repair and replacement of sink faucets, removal and reinstallation of toilets; repairing leaks in valves or fixtures; replacing sump/ejector pumps.

**8-7-3: LICENSE REQUIRED:**

Every plumbing contractor must file with the Village a copy of his or her State license.

**8-7-4: LETTER OF INTENT:**

The plumber of record must submit a letter of intent at the time of permit application, written on the plumber of record's business stationery and including the plumber of record's notarized signature and, if applicable, corporate seal.

Any owner of a single-family house under construction who is installing his or her own plumbing system must sign an affidavit of intent stating that he or she will live in the house as his or her primary residence for not less than twelve (12) months after the completion of the plumbing work.

**8-7-5: OWNER OCCUPIED HOUSE:**

The owner-occupant or lessee-occupant of a single-family house, or the owner of a single-family house under construction for the owner's occupancy, may plan, install, alter, or repair the plumbing system of that house if: a) the plumbing work complies with the minimum standards for plumbing in this chapter, which work will be subject to inspection by the Illinois Department of Public Health or the Village and b) the owner, owner-occupant, or lessee-occupant may not employ anyone other than a plumber licensed pursuant to the Illinois Plumbing License Law, to assist him or her.

A person is an "occupant" if and only if he or she has taken possession of and is living in the premises as his or her primary residence; or, in the case of an owner of a single-family house under construction for his or her occupancy, he or she expects to take possession of and live in the premises as his or her primary residence and he or she has a current intention to live in the house as his or her primary residence for a period of not less than twelve (12) months after the completion of the plumbing work; or, in the case of an owner of a single-family house under construction for his or her occupancy, for a period of not less than twelve (12) months after the completion of construction of the residence. The failure of the owner to live in the house as his or her primary residence for the twelve (12) month period creates the rebuttable presumption of a lack of such intention.

**8-7-6: AMENDMENTS, REVISIONS, AND CHANGES:**

The Plumbing Code is hereby added, amended, revised and changed as follows. In the event of any inconsistency between the Plumbing Code and the provisions of this section, the provisions of this section shall apply and control.

**A. Supplements To The Illinois Plumbing Code:**

1. Chapter 11 of the 201~~84~~ edition of the International Plumbing Code shall govern the design, construction and installation of building storm drainage. The pipe materials and fittings in section 1102 shall be substituted by 890 appendix A, table A of the Plumbing Code.

2. In the construction or alteration of all public facilities and multi-story housing units, the ~~1997-2018~~ Illinois Accessibility Code and the 2010 ADA Standard for Accessible Design shall govern all plumbing applications and required fixtures.

The following proposed amendments are pending State of Illinois Department of Public Health Plumbing Division approval.

~~—3. Amend subsection 890.180(d) to read as follows:~~

~~d) Sleeves. Where a plumbing pipe passes through a foundation wall or footing, the pipe shall be protected by a sleeve with a diameter two inches larger than the pipe. The annular space between the pipe and the sleeve shall be tightly caulked. Caulking material to be used shall be oakum and lead wool on each end, oakum and cold tar on each end or a neoprene mechanical expansion type seal (example 'Link Seal Modular Seal' or 'Wrap it Link').~~



—4. Amend subsection 890.420(a)(4) to read as follows:

4) In addition to the full sized clean-out located inside and in-line with the building drain an additional full size, same as the building sewer, clean-out shall be located within 5 feet outside the building foundation, at the juncture of the building drain and building sewer, in direct line with the building drain and building sewer.

—5. Add to subsection 890.1190(e) as follows:

e) In single family residences where more than one riser set is present individual line valves shall be required to be installed on each riser to enable isolation of each riser or riser set.

—6. Amend subsection 890.1370(b) to read as follows:

b) Size. Each floor drain and hub drain shall be sized for its intended use and the surface area that it drains. Any floor drain or drain trap installed below a basement floor or underground shall be no less than 2 inches in diameter. At least one minimum three-inch floor drain shall be located in every public or employee restroom. Floor drains or hub drains serving backflow devices and other indirect waste lines shall be sized in accordance with the discharge rates of the manufacturer's flow charts of such devices. The following table, based on Manning's formula for schedule 40 PVC pipe at 75% full flow and a minimum slope of 1/8 inch/ft, shall be used to determine the minimum floor drain or hub drain size and associated drain line size.

Drain Size    Flow Rate GPM

4"	86
5"	159
6"	260
8"	536
10"	983
12"	1,569

-

—7. Amend subsection 890.1370(d) to read as follows:

d) Provision For Evaporation. Emergency floor drains and floor drain seals subject to evaporation shall be fed by means of a priming device designed for that purpose complying with ASSE 1018 or ASSE 1044. Vegetable oil is not an approved provision.

—8. Amend section 890.1380 to read as follows:

~~Any piping installed within a building for the purpose of carrying storm water from a roof shall not be connected to a sanitary building drain or building sewer. The pipe material shall conform to the requirements of appendix A, table A ("Approved Building Drainage/Vent Pipe"), and sections 890.910 through 890.930. The design, construction and installation of storm drainage shall be governed by the provisions in chapter 11 of the 2018 International Plumbing Code.~~

~~—9. Add the following additional section 890.1390:~~

~~Section 890.1390 Gray Water Recycling Systems.~~

~~a) Car wash installations shall be equipped with a water recycling system. The water recycling system shall only receive waste discharge from the car washing operation. The recycled gray water shall only be utilized for the operation of the washers.~~

~~b) Installation: All drain, waste and vent piping associated with gray water recycling shall be installed in full compliance with the plumbing code.~~

~~c) Makeup Water: Potable water shall be supplied as a source of makeup water for the gray water system. The potable water shall be protected against backflow through a fixed air gap in accordance with section 890.1130 of the plumbing code.~~

~~d) Identification: All gray water distribution piping and reservoirs shall be identified as containing non-potable water. Piping identification shall be in accordance with section 890.1120 of the plumbing code.~~

## CHAPTER 8 ELECTRICITY; ELECTRICAL CODE

### SECTION:

8-8-1: Adoption Of Electrical Code

8-8-2: Amendments, Revisions, And Changes

8-8-3: Applicability

8-8-4: Definition Of Electrical Contractor

8-8-5: Registration Required

8-8-6: Regulations

8-8-7: Permit Required

8-8-8: Plans And Specifications

8-8-9: Service Capacity And Equipment Required

8-8-10: Conductors

8-8-11: Raceways Or Conduits

**8-8-1: ADOPTION OF ELECTRICAL CODE:**

There is hereby adopted by the village the National Fire Protection Association's National Electrical Code, 201~~7~~ edition, as hereinafter amended (hereinafter the "electrical code" or the "NEC"). At least one copy of the National Electrical Code, 201~~7~~ edition, has been on file in the office of the village clerk for a period of thirty (30) days prior to the adoption of these provisions and remains on file in the office of the village clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "code official" shall be that person(s) designated and appointed by the village manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

**8-8-2: AMENDMENTS, REVISIONS, AND CHANGES:**

~~Section 210.12 of the National Electrical Code, 2011, is deleted in its entirety.~~

**8-8-3: APPLICABILITY:**

The electrical code shall apply to all electrical work in the village; provided, however, that the provisions of this chapter shall also apply to all such work and, in the event of any inconsistency between the electrical code and the provisions of this chapter, the provisions of this chapter shall apply and control.

**8-8-4: DEFINITION OF ELECTRICAL CONTRACTOR:**

The term "electrical contractor" as used in this chapter means any person engaged in the business of installing or altering by contract electrical equipment for the utilization of electricity for light, heat, or power. Said term shall not include, however, the installing or altering of: a) radio apparatus or equipment for wireless reception of sounds and signals, or b) apparatus, conductors, or other equipment installed for or by public utilities, including common carriers, which are under the jurisdiction of the Illinois commerce commission, for use in their operation as public utilities. Nor shall said term include the employees employed by an electrical contractor to do or supervise his work.

**8-8-5: REGISTRATION REQUIRED:**

No person shall engage in the business of electrical contractor unless such person is currently registered as an electrician or an electrical contractor in a municipality in Illinois.

**8-8-6: REGULATIONS:**

It shall be unlawful for any person to install any electrical appliances, wiring, or fixtures without strict compliance with the codes of the village relating to such fixtures, and it shall be unlawful for any person to do any work without having obtained such permits as may be required.

**8-8-7: PERMIT REQUIRED:**

No electrical wiring for light, heat, or power shall be installed hereafter in a building or structure, nor shall an alteration, extension, or removal of an existing electrical wiring system be made, unless a permit therefor shall have first been issued and the fee paid as provided in chapter 2 of this title.

Electrical permits shall be issued only to bonded electrical contractors who are currently licensed by a municipality within the state of Illinois; provided, however, that such permits may be issued for electrical work for single-family residences, except service modifications or revisions, to the resident owner of the residence.

**8-8-8: PLANS AND SPECIFICATIONS:**

When construction or alteration work is to be done in any building, the applicant shall submit with his or her application for a permit a complete wiring plan for approval. Such plan shall indicate the type and location of all outlets; the size of all motors and power consuming equipment, i.e., all current consuming devices that shall make up the connected load; conduit runs; size of conductors for branch circuits; and feeders to be installed. The location of all panel boards and cabinets and the number and rating of the circuits shall be indicated.

**8-8-9: SERVICE CAPACITY AND EQUIPMENT REQUIRED:**

A. Single-Family Residential Service Capacity: The minimum service capacity approved for each dwelling unit shall be a 3-wire, grounded neutral, two hundred twenty (220) volt, one hundred (100) ampere service with a twenty (20) circuit distribution panel.

B. Commercial Or Multiple Occupancy Buildings Service Capacity: The minimum rating of service conductors and equipment shall be two hundred twenty (220) volts, one hundred (100) amperes, 3-wire system; provided, however, that in a multiple-family dwelling building for units eight hundred fifty (850) square feet or smaller, the minimum service size shall be two hundred twenty (220) volt, sixty (60) ampere, with a twelve (12) circuit distribution panel, and in such a building with units greater than eight hundred fifty

(850) square feet the minimum service shall be two hundred twenty (220) volt, one hundred (100) ampere, with a twenty (20) circuit distribution panel.

C. Heavy Wall Conduit: Heavy wall galvanized or heavy wall aluminum conduit or intermediate metal conduit shall be used on all services to the first disconnecting means. Revision of service shall conform with new service requirements.

D. Service Equipment Marking: Every building or individual tenant space with more than one service shall have every service labeled with the address of each space and the individual electrical service number. The label shall be two and one-half inches (2 1/2") high exterior grade red plastic laminate with white letters five-eighths inch (5/8") tall in an ~~arial~~Arial font.

Every commercial, industrial or multi-family electrical service shall be labeled with the address of the property. The label shall be one and three-fourths inches (1 3/4") high exterior grade red plastic laminate with white letters one inch (1") tall in an ~~arial~~Arial font.

#### 8-8-10: CONDUCTORS:

Aluminum conductors shall not be permitted on the service entrance or internal wiring.

#### 8-8-11: RACEWAYS OR CONDUITS:

A. New Work: For all new work, wiring shall be installed in heavy wall conduit, electric metallic tubing, or surface metal raceways except that it shall be permissible to use as an extension of flexible metal conduit, greenfield or equal, not more than six feet (6') in length where flexible connectors are necessary. Conduits shall be securely supported, independent of outlet boxes and cabinets. Armored cable, such as BX, shall not be used. All raceway joints shall be made tight and shall provide a continuous electrical circuit for grounding purposes. Greenfield may be used for extensions to existing wiring only where existing walls are finished and not accessible to conduit and, when exposed, a maximum of six feet (6') in length is allowed.

PVC is allowed for underground wiring exterior to the building perimeter at depths required in NEC; provided vertical extensions are heavy wall metal material.

B. Conduit In Concrete: Heavy wall galvanized conduit, intermediate metal conduit, or PVC conduit shall be used when concealed within all concrete construction.

C. Fittings: All fittings shall be either slip ring, compression nut type, or set screw type connectors. Crimp type fittings are prohibited.

D. Weather Exposure: All raceways exposed to the weather shall be rigid heavy wall aluminum or galvanized and IMC, or, if specific permissions granted, PVC.

E. Water Meter Reader: One-half inch (1/2") thin wall electrical metallic tubing shall be installed from the water meter location to the approved location of the outside water meter reader.

## CHAPTER 9 FIRE CODE

### SECTION:

8-9-1: Adoption ~~Of~~ Fire Code

8-9-2: Amendments, Revisions, and Changes

8-9-1: ADOPTION OF FIRE CODE:

There is hereby adopted by the Village the 2018 International Fire Code, as hereinafter amended (hereinafter the "Fire Code"). At least one copy of the 2018 International Fire Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and remains on file in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

8-9-2: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2018 International Fire Code are hereby added, amended, revised, and changed as follows. In the event of any inconsistency between the Fire Code and the provisions of this section, the provisions of this section shall apply and control.

### Chapter 1 Administration

#### Section 101

##### General

Amend section 101.1 to read as follows:

101.1 Title. These regulations shall be known as the Fire Code of The Village of Lake Zurich, hereinafter referred to as "this code."

#### Section 105

##### Permits

Amend section 105.6 to read as follows:

105.6 Required Operational Permits. The fire code official is authorized to issue, up to a maximum of three per any single occupancy, operational permits for the operations set forth in sections 105.6.1 through 105.6.46. The fees for an operational permit, defined in title ~~8 chapter 213~~ of the Lake Zurich municipal code, shall be required annually as long as the operation continues.

#### Section 108

##### Board of Appeals

Delete the text of section 108 in its entirety.

#### Section 109

##### Violations

Delete section ~~11009.3~~ and replace with the following:

~~1100.49.4~~ Violation Penalties. Any person, firm, corporation, or entity which violates any of the provisions of this fire code, other than that penalty for possession listed in chapter 56, Fireworks And Explosives, in subsection 5601.1.3.1 of this code, or who disobeys, omits, neglects, or refuses to comply with or who resists the enforcement of any of the provisions of this code, applicable village codes and ordinances, the approved plans and documents of any permit, or any certificate or other permit issued under the provisions of this fire code or a lawful directive of the code official, shall be prosecuted under the general penalty provisions listed in 8-1-21 of the village of Lake Zurich municipal code.

~~110.4.2 09.4.1~~ Re-Inspection Fees. If a third re-inspection is required to determine that violations of fire codes or the amendments listed above have been corrected, then the owner shall be charged a fee pursuant to title 13, chapter 1, "Fee Schedule", of the Village of Lake Zurich Municipal Code for that third inspection and each subsequent re-inspection. Any required fee that has not been paid in full within 30 days after notice will be subject to collection proceedings.

#### Chapter 3

##### General Precautions against Fire

#### Section 307

##### Open Burning And Recreational Fires

Delete the text of section 307.1 and replace with the following:

307.1 Prohibited Open Burning. A person shall not kindle or maintain or authorize to be kindled or maintained any open burning unless conducted and approved in accordance with 4-2-1-5 of the Lake Zurich municipal code.

#### Chapter 4

##### Emergency Planning And Preparedness

## Section 404

### Fire Safety And Evacuation Plans

Add additional subsection 404.5.1 as follows:

404.5.1 Pre-Plan Drawings. To assist the fire ~~department~~department, develop pre-plans for fire emergencies, all new development, except single-family detached dwelling, is required to present record drawings (as-built drawings) prior to occupancy certification. Drawings shall indicate a full site plan and a complete interior floor plan. Where practical the drawings shall be in an electronic computer aided drawing format, but in all cases in an approved format.

## Chapter 5

### Fire Service Features

## Section 503

### Fire Apparatus Access Roads

Adopt appendix "D" in the 2018 IFC.

Add the following sections:

503.7 Fire Lanes. Approved fire lanes shall be provided for every new development for fire apparatus access to all facilities, buildings, or portions of buildings except single-family detached dwellings hereafter constructed or occupied within the jurisdiction.

503.7.1 Existing Fire Lanes. Fire lanes for all existing facilities, buildings, or portions of buildings except single-family detached dwellings shall be maintained as originally approved and shall be considered compliant with this code. Exception: At any time that the surface area of an existing fire lane or parking area is removed or replaced the fire lanes within the parking area only shall be designed to meet this code. Any required change made to the design of an existing parking area to meet this code shall not require any increase or alteration of the boundaries or limits of the existing area as defined by curbs, buildings, portions of buildings, and edge of pavement, but shall be applicable only to marking and signage as may be required by this code.

503.7.2 Number Of Fire Lanes. Fire lanes shall be provided on at least one side of any facility or building and on as many sides of the facility or building as necessary to reach every portion of the first floor of the building that extends further than one hundred and fifty feet (150') from the exterior wall adjacent to any fire lane. All multi- occupancy structures, other than residential structures less than three stories in height, shall provide fire lanes along the two longest sides of the structure.

503.7.5.3 Multi-Occupancy Structures. All multi-occupancy structures, other than residential structures less than three stories in height, shall provide fire lanes along the two longest sides of the structure that are a minimum width of thirty feet (30').



503.7.4 Vertical Clearance. All fire lanes shall have a vertical clearance of not less than fifteen feet (15').

503.7.5 Construction Standard. Fire lanes shall be constructed to a structural index of IBR 3.0 or greater and shall be provided with an all-weather surface (example concrete or asphalt). All fire lanes shall be pitched in such a manner as to allow the runoff of water and eliminate the potential of standing water. The Lake Zurich fire chief may allow for the construction standard of fire lanes to be varied where an approved alternate means is provided or where conditions do not allow compliance. All fire lanes shall be a level driving surface. No fire lane shall be allowed to have speed bumps, gates, ramps or other obstructions to a smooth continuous path of travel without permission from the Lake Zurich fire chief.

503.7.6 Curbs. All associated curbs, on top and side of curbs, or pavement areas shall be painted bright yellow or in an approved manner that defines the limits of the fire lane.

503.7.7 Gates And Barricades. Any secured gates or barricades allowed, whether required or not, shall allow for fire apparatus passage through a gate with a clear opening of not less than fourteen feet (14'). All secured gates shall allow access to fire apparatus by means of an approved ~~knox~~Knox product or traffic pre-emption device.

## Section 506

### Key Boxes

Delete section 506.1 and subsection 506.1.1 and replace with the following:

506.1 Where Required. Every structure equipped with any fire detection, suppression, or alarm system shall ~~have a supervised~~ have an entry system (~~knox~~Knox box ~~4400 series~~) installed at a height of five feet (5') above grade level in a location approved by the Lake Zurich fire prevention bureau and shall be set to transmit a non-latching trouble alarm (UL Standard 1037). Additional ~~knox~~Knox boxes may be required for any structure that exceeds 300 feet of travel distance around the exterior of the structure. Key boxes shall contain two sets of keys to locked points of ingress, whether on the interior or the exterior of the structure, and to locked mechanical, electrical, and elevator control rooms, and other areas as directed by the fire chief or designee. All exterior doors that access areas common to the overall structure for each structure are required to have hardware that will allow exterior access into the building with use of a single master key whenever possible. The exterior doors that access an individual retail or commercial occupant are required to have hardware that will allow exterior access into the occupancy with use of a single master key whenever possible that is different than the common key.

506.2 Key Lock Box Maintenance. The operator of the building or occupancy shall immediately notify the fire code official and provide the new key when a lock is changed or re-keyed. The key to such lock shall be secured in the key lock box. The users shall be responsible for the proper installation and maintenance of such key lock boxes, at their expense, and shall agree to indemnify and hold harmless the district and Lake Zurich

fire/rescue department and their officers, employees and agents from any liability with respect to such key lock boxes. A tamper switch shall be provided for the Knox Box and shall be set to transmit a non-latching trouble alarm (UL Standard 1037).

## Chapter 6 Building Services and Systems

Add the following additional section ~~6097~~:

### Commercial Kitchen Hoods

~~6079.21.42~~ General. Each existing required commercial or other occupancy kitchen exhaust hood and duct system shall be protected with an approved wet chemical fire suppression system installed and maintained per NFPA 17 and U.L. 300. Every required automatic fire suppression system, when activated, shall transmit a fire alarm signal to the Lake Zurich dispatch center via an approved fire alarm system and the approved radio system.

~~Delete the additional section 610~~

### Section ~~6101~~

#### Parking Structures

Add the following additional section ~~6140~~:

~~6140.1~~ General. All parking structures, whether above or below grade, or whether attached or separated from any other structure, shall meet the following standards:

~~6101.1.1~~ Suppression System. All open-parking and below-grade parking structures shall be provided with a dry automatic fire suppression system meeting the standards of NFPA 13.

~~6101.1.2~~ Area Limitation And Construction Type. Any underground parking structure shall be limited in area to 40,000 square feet per level without 4-hour firewall separation. Any underground parking structure shall require type I construction.

~~6101.1.3~~ Standpipes. A dry class I standpipe system shall be provided in any parking structure. All piping shall be corrosion resistant. Each standpipe connection shall be placed in an approved standardized location with each connection being no greater than 250 feet from another connection.

~~6101.1.4~~ Ventilation Fans. An approved PPV fan shall be provided in a clearly labeled cabinet or closet.

~~6101.1.5~~ Corrosion Resistant Piping. All piping (sprinkler, standpipe, drainage, electrical conduit) shall be corrosion- resistant.

6101.1.6 Mechanical Above-Grade. No sprinkler, alarm, mechanical, electrical rooms or equipment shall be located below-grade.

6101.1.7 Elevators. All elevator cars ~~should~~ shall be sized to allow access by a cot 24 inches by 82 inches. All other requirements of Lake Zurich municipal code for elevators (3-2-5 of the village code) shall be followed. Additional ingress/egress doors or stairs or elevators may be required beyond what the minimum standards of the code require.

6101.1.8 Emergency Call System. An approved emergency assistance call system shall be required.

6101.1.9 Signs. Reflective "street signs" shall be provided near each ingress/egress point in the structure to indicate which street or streets the ingress/egress point is adjacent.

6101.1.10 Haz-Mat Equipment. Spill kit cabinets and approved supplies shall be provided to mitigate fuel leaks.

6101.1.11 Storage Closets. All below-grade parking structures shall provide a closet on each level for each fire area of 40,000 square feet at one approved ingress/egress point with an interior dimension of 50 square feet with any dimension not less than five feet that shall be used to store equipment and supplies essential to fire protection or emergency management.

## Chapter 8

### Interior Finish, Decorative Materials and Furnishings

#### Section 806 and 806.1

Delete the following sections in their entirety: Section 806.1 through section 806.1.3 and replace with the following:

806.1 Natural Cut Trees. Natural cut trees shall not be allowed in any occupancy, except single family homes.

## Chapter 9

### Fire Protection Systems

Add the following section:

901.4.7 Fire Protection Control Rooms. The fire prevention bureau shall approve the location of the sprinkler riser room and the fire alarm control panel. The fire protection equipment shall be located on a street or parking lot and shall have a separate exterior entrance door to the room. All related fire protection equipment shall be located within this room, unless otherwise approved by the fire code official.

#### Section 903

##### Automatic Sprinkler Systems

~~Amend section 901.6 to read as follows:~~

~~901.6 Inspection, Testing And Maintenance. The owner of a building having fire detection, alarm, and one or more extinguishing systems shall have each such fire protection system maintained in an operative condition at all times, shall have each system tested by an approved licensed contractor at least once each calendar year and shall submit to the fire official a copy of the test results, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.~~

Delete section 903.2 and replace with the following:

903.2 General Requirement. Every building or structure, including open parking structures, ~~constructed on or after March 1, 2009, other than single family detached dwellings and two family dwellings,~~ shall be protected by an approved automatic fire suppression system that meets the standards of NFPA 13 or other NFPA standard specified by the fire prevention bureau. Compliance with this requirement shall mean all building areas within the exterior walls including basements, crawl spaces, bathrooms and attics including the framing members and roof sheathing. Not included in the above requirements are reach-in closets of 24 square feet or less. No portion of a water-based fire protection system that has water or a water-based solution within may be closer than one foot to the interior surface of any exterior wall or wall that is adjacent to an unheated area. Any enclosure built around any portion of a water-based fire protection system to allow any portion of that system to be closer than one foot from an exterior wall or wall adjacent to an unheated area shall be designed in a manner that meets the approval of both the fire chief and the director of building. In addition, all other requirements in the 2018 international building code chapter 9 Fire Protection Systems, not in conflict with the above, shall be required. See section 9-24-2 of the Lake Zurich zoning code for definitions of "single family detached dwelling" and "two family dwelling."

Exception 1: Detached structures which comply with all of the following do not require automatic fire sprinkler protection.

1. Less than one thousand (1000) square feet in floor area
2. Single story
3. Not used as a dwelling
4. Not a high hazard use group
5. Not used for high hazard products or hazardous materials storage
6. No basement level
7. Minimum 20 feet separation between buildings

Exception 2: Real estate sales and construction trailers utilized during the development of property when approved by the code official.

Exception 3: Agriculture storage buildings less than 8,000 square feet.

903.2.18 ~~One- and Two-Family~~ Dwelling. Every ~~one and two family~~ dwelling ~~constructed on or after February 1, 2007~~ shall be protected by an approved automatic fire suppression system that meets the standards of NFPA 13D that is hereby modified to allow approved CPVC plastic piping meeting the standards of NFPA 13-6.3.1 (2007 edition) in basement installations ~~irregardless~~ regardless of the construction of the basement ceiling assemblies. Compliance with this requirement shall mean all habitable building areas including basements, crawl spaces having mechanical equipment, bathrooms of any size, and attics having a finished mechanical equipment area. Not included in the above requirements are reach-in closets of 24 square feet or less. No portion of a water-based fire protection system that has water or a water-based solution within may be closer than one foot to the interior surface of any exterior wall or wall that is adjacent to an unheated area. Any enclosure built around any portion of a water-based fire protection system to allow any portion of that system to be closer than one foot from an exterior wall or wall adjacent to an unheated area shall be designed in a manner that meets the approval of both the fire chief and the code official. Every NFPA 13D system shall include an interior and exterior horn/strobe device to insure audibility at a level of 15dba over ambient noise levels. All residential sprinkler systems shall have a horn/strobe device on each floor. If the basement is finished, the horn/strobe shall be located near the exit access. If the basement is unfinished, a 10" bell shall be mounted to the cold air return. A horn/strobe with a clear lens shall also be located on the exterior of the home and shall activate on water flow. This device shall be visible from the road. (NFPA 13D 7.6 & NFPA 72).

903.2.28.5 Expansion of Buildings other than Single Family Detached Dwelling. When a building, other than a single family detached dwelling, having an interior of less than 3,000 square feet of gross floor area ~~as of February 5, 2007~~, is expanded at any time to a size of 3,000 square feet of gross floor area or more, then an automatic fire suppression system shall be provided for the entire building that meets the appropriate NFPA standard indicated in the above sections. This requirement shall apply regardless of building separation, fire rated assemblies within the building, or type of construction of the building.

903.2.8.63 Other Requirements for Existing Building to Install Sprinklers. Any existing building over 3,000 square feet of gross floor area shall be required to install an approved automatic fire sprinkler system meeting the standards of NFPA 13 and all requirements of this chapter whenever one of the following occurs: a change of occupancy to a hazard classification that exceeds the class of hazard of the prior occupancy or, the entire gross floor area of the building is included in a permit, ~~or any structure is altered or added onto by 50% or more.~~

903.2.3-18.7 Converted Structure. Whenever a residential structure is converted to a retail or commercial use it shall be protected by an approved automatic fire suppression system that meets the standards of NFPA 13D that is hereby modified to allow approved CPVC plastic piping in basement installations. That system shall include protection within any

attached garage. The sprinkler system shall be monitored with a fire alarm system that meets all the provisions of this fire code.

Amend section 903.3.5 to read as follows: Adopt appendix B.

903.3.5 Water Supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in section 903.3.1 and the provisions of appendix B of this code. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the 2014 Illinois Plumbing Code.

Delete section 903.4 and subsections 903.4.1 through 903.4.3 and replace with the following:

903.4 Control Valves And Monitoring. All new and existing system fire suppression control valves shall be electronically monitored with the alarm transmitted to the Lake Zurich dispatch center in accordance with NFPA 72C for remote stations. All new multi-occupant structures without common areas shall have the automatic fire suppression system designed to provide separate zone control valves and flow switches for each occupancy as well as main flow alarm initiation devices and control valves. All new multi-story structures shall have the automatic fire suppression system designed to provide separate zone control valves and flow switches for each story as well as main flow alarm initiation devices and control valves.

903.4.1 System Monitoring. All new and existing fire suppression, detection, and alarm systems shall be monitored with the alarm being transmitted to the Lake Zurich dispatch center in accordance with NFPA 72C for remote stations. All such new connections shall be made by wireless transmission compatible with the village's wireless alarm network.

903.4.2 Flow Alarm Signals. A horn/white strobe light unit in an approved weatherproof housing shall be installed above each fire department connection for each automatic sprinkler system. In new multi-occupancy structures without common areas a single common fire alarm system shall serve the entire structure with an amber strobe that shall be installed at an approved exterior location for each tenant space. These devices shall be designed to activate only when the water flow device is activated. All other initiating devices installed for each unit in a multi-occupancy structure without common areas shall not activate the exterior signals and shall be compatible with the common system.

~~Amend section 903.3.5 to read as follows: Adopt appendix B.~~

~~903.3.5 Water Supplies. Water supplies for automatic sprinkler systems shall comply with this section and the standards referenced in section 903.3.1 and the provisions of appendix B of this code. The potable water supply shall be protected against backflow in accordance with the requirements of this section and the 2014 Illinois Plumbing Code.~~

Add

903.4.3.1 Multi-tenant occupancy. When an automatic fire suppression system is installed in a new/exiting multi-occupant building, each occupant shall have its own sprinkler

supply line off of the sprinkler main or riser with its own water flow switch and control valve. A weather proof horn/strobe (clear/white) shall be mounted on the exterior front of that unit as indicated in Section 903.4.2. The horn/strobe device shall activate upon water flow and/or fire alarm activation within that individual unit. Control valve shall be at 4-6 feet height above the finished floor. Drain valve and floor drain shall be provided of appropriate size to accommodate water from system; may be a mop basin.

Amend section 903.5 to read as follows:

903.5 Inspection, Testing And Maintenance. The owner of a building having fire detection, alarm, and one or more extinguishing systems shall have each such fire protection system maintained in an operative condition at all times, shall have each system tested by an approved licensed contractor at least once each calendar year and shall submit to the fire official a copy of the test results, and shall be replaced or repaired where defective. Non-required fire protection systems and equipment shall be inspected, tested and maintained or removed.

Add the following additional section 903.7 and subsections 903.7.1 through 903.7.6:

Amend the following sections: Add new section 903.7.

903.7 Sprinkler Control Rooms. In all new construction, and in all existing buildings where in the opinion of the deputy fire marshal states it may be installed, a sprinkler control room with an exterior entrance shall be installed. The control room shall contain the fire sprinkler risers, and the fire alarm control panel. The room shall face either the main parking lot or shall face the front street and shall have a hard surface to the entrance door. The ~~knox~~Knox key box shall also be located at the door to the fire sprinkler control room. If the location of the riser and alarm panel shall be in a different location due to a remodel, then this shall be approved by the deputy fire marshal. This room shall have separate address. The door should be labeled with ~~4-inch~~4-inch reflective lettering, stating "SPRINKLER ROOM/FACP".

903.7.1 Room Size And Construction. The interior dimension of the room shall be minimally 30 square feet with any dimension not being less than four feet for any residential structure and minimally 50 square feet with any dimension not being less than five feet in any commercial structure. All interior walls within a sprinkler room shall use water resistant gypsum backing.

903.7.2 Lighting. The interior shall be provided with adequate illumination and emergency lighting. The exterior area adjacent to the sprinkler room door shall be provided with adequate illumination.

903.7.3 Other Equipment Or Storage Prohibited. Every sprinkler room shall contain only approved fire protection equipment or mechanical equipment specified in this section. No other mechanical equipment or storage will be allowed.

903.7.4 Protection From Climate. Every residential sprinkler room shall be insulated according to the prescriptive requirements of the International Energy Conservation Code for residential occupancies and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. Every commercial sprinkler room shall be insulated according to the building code and provided with a heater that is designed to maintain the temperature of the entire room above 60 degrees Fahrenheit. A low temperature alarm device shall be connected to the fire alarm system that initiates a supervisory signal when the temperature reaches forty degrees Fahrenheit.

903.7.5 System Drains And Drain Valves. All portions of the sprinkler system shall drain into the drain located in the sprinkler room or directly outside. Any drain that terminates outside shall not cause water to collect within five feet of the electrical equipment, discharge within five feet of electrical equipment, or cause other hazardous conditions to mechanical equipment or public or private areas. All drain valves for common systems including the dry system drain for the common attic area shall be located in the sprinkler room.

903.7.6 Floor Drain Required. A sanitary floor drain shall be installed in the room sufficiently sized to meet the flow rate of any device, including the backflow device. Floor drains serving backflow devices, shall be sized in accordance with the discharge rates of the manufacturer's flow charts of such devices. The following table shall be used to determine the floor drain size:

Drain Size	Flow Rate GPM
4"	86
6"	264
8"	575
10"	1050
12"	1700

## Section 905

### Standpipe Systems

~~Add Amend~~ the following ~~to section 905.3~~ Section 905.3:

905.3 Required Installations. All required standpipe systems shall be supplied by a separate riser. The supply riser shall be hydraulically designed to supply 2 1/2" hose drops. The riser system shall be equipped with a separate control valve and flow switch. The standpipe shall be a 2 1/2" gated connection with a 1 1/2" reducer and all locations shall be approved by the fire code official. All standpipe and sprinkler risers shall have separate control valves and flow switches per floor.

Delete subsection 905.3.1 and exceptions and replace with the following:



~~905.3.1 Height, change class III to class I and change more than 30 feet to 30 feet or more.~~

905.3.1 Height. Class I standpipe systems shall be installed throughout buildings where the floor level of the highest story is located 30 feet or more above the lowest level of fire department vehicle access, or where the floor level of the lowest story is located 30 feet or more below the highest level of fire department vehicle access. Class I standpipe systems shall be installed throughout the buildings or structures (1) in all newly constructed buildings so that all areas in excess of 150 feet from the nearest point of entry to the building shall be covered by a standpipe; (2) in all areas of existing structures which have been remodeled or added to in such a manner that those areas are located in excess of 150 feet from the nearest point of entry to the building; (3) in all new constructed buildings or structures two or more stories in height or more than one story below the highest level of fire department vehicle access so that all areas on those floors are within 150 feet of a standpipe; and (4) in all buildings or structures more than two stores in height or more than one story below the highest level of fire department vehicle access which have been remodeled or added to in such a manner so that those areas are located in excess of 150 feet from the nearest standpipe. The standpipes shall be provided with a 2 1/2" to 1 1/2" reducer and cap with no fire hose. There shall be an approved fire department connection at grade and hose connections located at each floor level.

~~Add 905.3.9 In all warehouse storage areas exceeding 20,000 square feet and where storage exceeds 12 feet in height, a 2-1/2 inch fire house valve with a 1-1/2 inch reducer to a 1-1/2 connection shall be provided. The valves shall be located at each door entrance to the warehouse and/or storage area. Provide additional 2-1/2 inch fire hose valves so that no portion of the warehouse and/or storage area is more than 120 feet maximum travel distance to a fire hose valve. Provide the location of all obstructions and/or racks on a drawing to be provided to the Lake Zurich fire official for review and approval.~~

## Section 906

### Portable Fire Extinguishers

#### 906.1 Where Required.

Delete the exception in number 1.

Add the following paragraph:

Exception: Where deemed necessary by the fire code official based on plan review, inspections of occupancies, or protection of processes and/or activities, portable fire extinguishers shall be provided. Fire extinguishers shall be a minimum ~~10-pound~~10-pound (4A:40-B:C) ABC dry chemical type unless approved otherwise by the fire code.

Delete the following sections of chapter 10.

## Chapter 10

### Means Of Egress

Section 100~~3~~-~~6~~

General Means Of Egress

~~Delete the following sections of chapter 33.~~

~~Chapter 33~~

~~Explosives And Fireworks~~

~~—Section 3301~~

~~—General~~

~~—Section 3302~~

~~—Definitions~~

~~—Section 3308~~

~~—Fireworks Display~~

~~Add new~~ Amend chapter:

Chapter 53

Compressed Gases

Section 5307

Compressed Gases Not Otherwise Regulated

Amend section 5307.3 to read as follows:

5307.3 Compressed Gases That Are Used In Soda-Dispensing Systems. All new and existing stationary carbon dioxide gas tanks of any size that are inside a structure and are part of a soda-dispensing system shall be installed in accordance with the requirements of section 5307.3.1 through 5307.3.~~43~~.

Exception: Portable tanks regulated under DOT standards having an internal volume of 30 cubic feet (0.855 cubic meters) or less and are removed off-site for refill.

5307.3.~~34~~ Pressure Relief Devices. Pressure relief devices shall be arranged to discharge upward and unobstructed to the open air in such a manner as to prevent any impingement of escaping gas upon the container, adjacent structures or personnel.

5307.3.~~42~~ Leak Detection. An approved leak detection device shall be installed following manufacturers recommendation that is monitored by a fire alarm system as a supervisory signal. This device shall be maintained and or replaced as recommended by the manufacturer.

5307.3.~~53~~ Leak Alarms. The fire alarm system shall provide an approved interior audible signal that is unique from a fire evacuation signal and interior and exterior blue strobes

that shall signal upon detection of a leak. The interior visual device shall be mounted near the tank or directly above a door leading to an enclosed space containing a tank. The exterior strobe shall be in an approved weather-proof housing and mounted directly above the fill valve.

~~Add new chapter:~~

## Chapter 56 Explosives And Fireworks

### Section 5601

#### General

5601.1.3 Fireworks. The possession, manufacture, storage, sale, advertisement, handling, and use of fireworks are prohibited.

Exceptions. ~~Add exception 5:~~

~~1. The use of fireworks for display as permitted in section 5609.~~

~~25.~~ The retail sale of approved consumer novelties shall be permitted, but only to persons 18 years of age or older. Such sales shall be permitted only in buildings equipped with approved automatic sprinkler systems. The display of consumer novelties in a building shall be separated from all exit doors by a minimum distance of 20 feet or as approved in advance in writing by the fire code official. The sale of consumer novelties shall not be permitted at any building or on any property where flammable or combustible liquids or gases are sold or dispensed.

### Section 5602

#### Definitions

5602.1 Consumer Novelties. Consumer novelties shall mean: (i) snakes, glow worm pellets, smoke devices, trick noisemakers (known as party poppers), toy booby traps, snappers, trick matches, cigarette loads, auto burglar alarms, toy pistols, toy canes, toy guns, and other devices in which paper or plastic caps containing 0.25 grains or less of explosive compound are used, provided they are constructed so that the hand cannot come in contact with the cap when in place for the explosion, and (ii) toy pistol paper or plastic caps which contain less than 0.25 grains of explosive mixture.

Delete the definition of "Fireworks, 1.4G" and replace with the following:

Fireworks, 1.4G. (Formerly Known As Class C, Common Fireworks.) Small fireworks devices, including handheld wire sparklers, containing restricted amounts of pyrotechnic composition designed primarily to produce visible or audible effects by combustion. Such 1.4G fireworks that comply with the construction, chemical composition, and labeling regulations of the DOT for fireworks, UN 0336, and the U.S. consumer product safety

commission as set forth in CPSC 16 CFR: parts 1500 and 1507 are not explosive materials for the purpose of this code.

#### Section 5608

##### Fireworks Display

5608.1 Indoor Displays Prohibited. The use of any type of fireworks, novelties, or display or pyrotechnic special effects in theatrical or group entertainment shall be prohibited within a structure of any use group.

Amend subsection 5608.2.1 to read as follows:

5608.2.1 Outdoor Fireworks Displays. In addition to the requirements of section 403, permit applications for outdoor fireworks displays using division 1.3G fireworks shall include a diagram of the location at which the display will be conducted, including the site from which fireworks will be discharged; the location of buildings, highways, overhead obstructions, and utilities; and the lines behind which the audience will be restrained. All outdoor fireworks displays shall be electronically fired from an approved electronic firing unit.

Add the following additional subsection 5608.8.1:

5608.8.1 Display Site Restricted. No spectators or spectator parking areas shall be located within the display site. No vehicles shall be parked within the discharge area following the start of connection of the first circuit to the electronic firing unit.

Add the following additional subsection 5608.8.1.1:

5608.8.1.1 Display And Sale Forbidden. It shall be unlawful to display, sell, store, or advertise for sale any division 1.4G or 1.3G fireworks within the village.

## CHAPTER 10

### SIGNS <sup>1</sup>

(Rep. by Ord. 2017-4-198, 4-17-2017)

#### Notes

- <sup>1</sup> 1. See title 12 of this Code.

## CHAPTER 11

### FENCES, SHEDS, ANTENNAS, SWIMMING POOLS

#### SECTION:

## 8-11-1: Fences

## 8-11-2: Storage Sheds

## 8-11-3: Antennas

## 8-11-4: Swimming Pools

## 8-11-1: FENCES:

A. Permit Required: No fence shall be erected or altered until a permit has been secured from the village by the owner of the property on which such fence is located or proposed, or his agent, and payment of the fee required in chapter 2 of this title.

B. Application Requirements: Every application for a fence permit shall include a plat of survey of the property on which such fence is located or proposed; specifications detailing the type of fence, the precise location on the property where such fence is located or proposed, the materials to be used for the fence, the anticipated dates of commencement and completion of construction; such other information as may be required by the code official; and the required fees.

## C. Prohibited Fences:

1. Barbed wire and razor wire and similar materials are prohibited except only after written approval of the code official to protect the public health, safety, or welfare. No such fences shall be allowed under any circumstances in any residential district or along any property line abutting a lot used for residential purposes, regardless of the zoning of such lots.

2. Electrically charged fences are prohibited.

3. Chainlink and wire fabric fences are prohibited in any required front yard or corner side yard.

4. Chainlink fence requirements in a residential district, a fence of 11-gauge is permitted. In all other districts, a vinyl coated fence of not smaller than 9-gauge shall be permitted. All such fences shall be entirely of corrosion resistant material unless otherwise specifically approved in writing by the code official.

D. Construction Standards: Every fence shall be constructed to resist a horizontal wind pressure of not less than ~~thirty five~~thirty-five (35) pounds per square foot in addition to all other forces to which such fence may be subjected under normal circumstances. All support posts shall be set in concrete or compacted gravel a minimum 30 inches deep.

E. No fence shall be constructed to create a drainage obstruction or deter the natural flow of water.

F. No fence shall be constructed or installed from materials other than typical fencing materials unless specifically authorized by the building official.

G. No fabric, bamboo, or other material may be attached to fencing. Exception: fabric may be attached to approved construction fencing.

H. Finished Side Faces Out: Every fence shall be erected so that the posts and all other supporting members are on the side of the fence facing inward to the property on which the fence is located. No fence shall be erected with supporting members on the outside of such fence.

I. Maximum Fence Heights:

1. Front and corner side yards: Three feet (3').
2. Interior side and rear yards: Five feet (5').

The village manager may grant a modification from this subsection F2 to permit the installation of a ~~six feet~~six-foot (6') fence along an interior side or rear yard that will adjoin and connect to existing ~~six feet~~six-foot (6') fences located on adjacent lots, provided that the village manager determines that the installation of such fence will not result in any undue adverse effect on neighboring property.

3. Solid fence or open fence: a) along railroad rights of way, b) along residential property line abutting business or industrial district or property used for business or industrial purposes, c) along residential property line abutting Route 12 or Route 22, or d) along lot lines in the business or industrial districts other than lot lines abutting rights of way if determined by the code official to be required to protect the public health, safety, or welfare: Seven feet (7').

4. Opaque fence to enclose an otherwise permitted outdoor storage area in the I district, but not in any required yard: Ten feet (10').

5. Privacy screening, but not in any required yard unless otherwise authorized above: Six feet (6').

6. Fences regulated by subsection G of this section: Six feet (6').

7. The height of a fence shall be measured from existing average grade on both sides of the fence to the top of the tallest element of the fence.

I. Fences Along Certain Rights Of Way: Every fence constructed along, and within ten feet (10') of, any ~~rear~~ lot line in any residential zoning district, which ~~rear~~ lot line abuts any one of the following rights of way, shall conform to the standards set forth in this subsection: U.S. Route 12 (Rand Road), Illinois Route 22, Cuba Road, Buesching Road, Old Rand Road, Miller Road, Midlothian Road, Ela Road, and Quentin Road. Every such fence shall meet all of the following standards:

1. Height: No such fence shall exceed six feet (6') in height except as specifically provided otherwise in subsection F3 of this section.

2. Materials: Every such fence shall be constructed of wood, masonry, wrought iron, new composite materials simulating wood or wrought iron, or any combinations thereof. Chainlink is prohibited.

3. Finishing: Every wood or composite material fence shall be maintained in a natural wood color. Fences may be sealed, varnished, or otherwise finished with natural wood finishing and preserving materials. ~~Exception: if approved by the building official, fencing may be stained or painted white or other approved neutral color.~~

J. Vision Clearances: Notwithstanding any other provisions of this section or of this title, no fence shall be erected or maintained in any residential district or in any district used for residential purposes that would create a vision impairment for vehicular traffic.

K. Limitation On Privacy Screening: Privacy screening that is more than five feet (5') tall shall be limited to a maximum length of fifty feet (50') per lot.

L. Swimming Pools: See section 8-11-4 of this chapter.

M. Domestic Animal Enclosures: Domestic animal enclosures such as dog runs shall not be constructed or maintained in front of the rear building wall line of the principal structure on the lot. All such enclosures shall comply with yard requirements established in the Lake Zurich zoning code, with the requirements of this section, and with all other applicable village codes and regulations. Such enclosures shall maintain a minimum setback of ten feet (10') from all interior side and rear property lines, and shall not be located within any required front, corner side, or interior side yard. Domestic animal enclosures shall be limited up to ten percent (10%) of the rear yard.

N. Trash Enclosures: Trash enclosures shall comply with the requirements of the Lake Zurich zoning code.

O. Dangerous Fences: Whenever the code official determines that a fence for any reason poses a threat to the public health or safety, then the code official shall cause notice to be issued to the owner or resident of the property on which such fence is located advising such person of the dangerous conditions of such fence and requiring elimination of such conditions. The owner or resident shall make all alterations or repairs required to eliminate all dangerous conditions of such fence within the time period stated in the notice. If such person fails to make such alterations or repairs within the stated time period, then the code official may cause such alterations or repairs to be made and may charge all costs and expenses for the making of such alterations or repairs, including, without limitation, administrative costs and attorney fees, to the owner of the property on which such fence is located. The failure of such person to make such alterations and repairs shall be a violation of this title.

P. Nuisance Declared: Every fence erected or maintained in violation of any standard of this section, of the Lake Zurich zoning code, or of any other applicable village code or ordinance is hereby declared to be a public nuisance.

Q. Nonconforming Fences: Repair of an existing fence of nonconforming material or in a nonconforming location may be allowed except for barbed wire or razor wire. Removal of

an existing fence and subsequent replacement shall require compliance with all regulations contained in this chapter.

R. Definitions: For purposes of this title, the following terms shall have the meanings herein ascribed to them:

DOMESTIC ANIMAL ENCLOSURE: Fenced area used principally for the confinement or exercise of a domestic animal.

FENCE: Any barrier structure or natural screening which is used as a boundary or as a means of protection, confinement, or screening. A fence may include vegetation or manufactured materials such as, but not limited to, chainlink, wood, masonry, or stone.

NATURAL FENCE: A fence made of vegetation.

OPEN FENCE: A fence that is constructed so that less than sixty percent (60%) of the superficial area consists of regularly distributed apertures.

PRIVACY SCREENING: A fence made of manufactured materials of limited length for a specific portion of the lot on which it is located.

SOLID FENCE: A fence, including gates, which conceals the activities behind it from the view of adjoining properties, streets, and alleys.

#### 8-11-2: STORAGE SHEDS:

A. General Standards: All storage sheds shall be constructed and maintained in compliance with the standards of this title and of the Lake Zurich Zoning Code. For purposes of this section, a storage unit shall not be regulated as a storage shed under this section if no single dimension of such unit exceeds six feet (6') in length and the total square footage of such unit does not exceed eighteen (18) square feet. However, sheds of all sizes shall comply with subsection B of this section.

B. Prohibited Areas: No storage shed shall be constructed or maintained in any required front yard or corner side yard.

C. Limitation On Number: No more than one storage shed shall be constructed or placed on a lot, and a maximum of one exempt storage shed (not to exceed 18 square feet).

D. No shed shall be located less than three (3) feet to any other building or structure. ~~Any wall perpendicular and located within three (3) feet of another unless such structure is constructed or placed with~~ a minimum of one-hour fire rated construction.

E. Limitation on Use: Storage shed shall be used solely for the storage of material and equipment traditional and customary to a residence. No shed shall be used for the purpose of storing "motor vehicles" as defined in Chapter 24 "Usage and Definitions" of the Lake Zurich Zoning Code.

F. No shed shall be used for habitable purposes.



G. Limitation on Size: No shed shall exceed one hundred and sixty (160) square feet in size or twelve feet (12') in height to the highest point of the shed.

H. Construction Standards: Every storage shed shall have adequate support and shall be secured to prevent lateral movement and uplift.

I. Materials: Every storage shed shall be made of wood frame, masonry, resin composite or plastic PVC construction. No storage shed shall be constructed with metal walls, or other lightweight exterior materials such as fabric or other flexible material. Shed floors shall be constructed using treated wood, concrete or masonry.

#### 8-11-3: ANTENNAS:

Every antenna and its support structure shall be constructed and maintained in compliance with the standards established in title 7, chapter 8 and subsections 9-9-1C6, 9-9-1C7, and 9-9-1C8 of this Code.

#### 8-11-4: SWIMMING POOLS:

- ~~A.~~ Permit Required: The installation of a swimming pool, whether permanent or portable, shall be deemed construction work within the meaning of this title. Accordingly, no such work shall be undertaken unless a permit has been issued and the proper fee has been paid. Notwithstanding the provisions of this subsection and section 8-4-3 of this title, as amended, no permit or fee shall be required for a portable pool ~~used in connection with any single-family detached dwelling in any residential district~~ when such pool is designed to hold less than ~~twenty-four~~ twenty-four inches (24") of water. ~~and constructed for the use of children only, when such pool is clearly designed for filling and emptying on a daily basis.~~

#### B. 8-11-5: ADOPTION OF SWIMMING POOL AND SPA CODE

C. There is hereby adopted by the Village the 2018 International Swimming Pool and Spa Code, as hereinafter amended (hereinafter the "Swimming Pool and Spa Code"). At least one copy of the 2018 International Swimming Pool and Spa Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and remains on file in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein. The following section of the 2018 Swimming Pool and Spa Code are hereby amended, deleted, or modified as set forth.

#### D. 8-11-6: AMENDMENTS, REVISIONS, AND CHANGES:

E. The following sections of the 2018 International Swimming Pool and Spa Code are hereby added, amended, revised, and changed as follows:

F. Chapter 1  
Administration

G. Section 101

H. Title, Scope and Purpose

I. Amend this section as follows:

J. 101.1 Title. These regulations shall be known as the Building Code of the Village of Lake Zurich hereinafter referred to as "this code".

K. Amend this section as follows:

L. 102.7.2 Whenever a reference is made to the International Plumbing Code or Chapter 29 29 of this code, such reference shall be deemed to refer to the applicable section of the Illinois Plumbing Code, as adopted by the Village of Lake Zurich.

M. 105.5.3 Delete in entirety and replace with Permits shall expire in accordance with the limits established in Section 8-1-9 of the Lake Zurich Building Code. Extensions may be granted in accordance with the standards and procedures established in Section 8-1-9 of the Lake Zurich Building Code.

N. 105.6 Fees - Delete this section in entirety.

O. 107 Violations – Delete this section in entirety.

P. 108 Means of Appeal – Delete this section in entirety.

305.2.1 Barrier height and clearances – Delete in entirety and replace with: Every pool located on a lot ~~used for residential purposes~~ shall be completely enclosed by a fence at least five feet (5') in height above grade, with suitable gates and self-closing mechanisms and self-latching devices designed to prevent access to such pool by children requiring adult supervision. The code official shall have the duty to require immediate compliance of any pool discovered to be not in compliance with this section.

305.4 Structure wall as a barrier. Delete in entirety and replace with: Where a wall of a dwelling or structure serves as part of the barrier, doors and operable windows with a sill height of less than 60 inches that provide direct access to the pool through the wall, shall be equipped with one or more of the following:

1. An alarm that produces an audible warning when the door or its screen or window is opened. The alarm shall be listed and labeled as a water hazard entrance alarm in accordance with UL2017. In dwellings or structures not required to be accessible units, Type A units or Type B units, the deactivation switch shall be located 54 inches or more above the threshold of the door. In dwellings or structures required to be accessible units, Type A units or Type B units, the deactivation switch shall be located not greater than 54 inches and not less than 48 inches above the threshold of the door.

2. A safety cover that is listed and labeled in accordance with ASTM F1346.

3. An approved means of protection, including self-closing doors with self-latching devices, provided that the degree of protection afforded is not less than the protection afforded by items 1 or 2.

305.5 On ground residential pool structure as a barrier. Amend as follows: An above ground pool wall structure or a barrier mounted on top of an above ground pool wall structure shall serve as a barrier where all of the following conditions are met:

1. An above ground pool wall itself shall be permitted to be the barrier when the pool structure is on grade and the wall is at least 60 inches above grade for the entire perimeter of the pool, and it complies with the requirements of Section 305.2.

2. Where the means of access is a ladder or steps, the ladder or steps shall be capable of being secured and locked or removed to prevent access, or the ladder or steps shall be surrounded by a barrier that meets the requirements of this section.

3. When the ladder or steps are secured, locked or removed, any opening created shall not allow the passage of a 4-inch diameter sphere.

4. The barrier shall be installed in accordance with the manufacturer's instructions.

8-11-7 Construction Standards: The water supply and its treatment control for any swimming pool shall conform with accepted standards, as provided in the design and operation of swimming pools and bathing beaches, circular no. 4.102, Illinois Department of Health. Construction shall be in compliance with all applicable sections of the 2018 International Swimming Pool and Spa Code, appendix G of the 2012 International Residential Code, the 2014 Illinois Plumbing Code (see chapter 7 of this title), and the 2017 National Electrical Code (see chapter 8 of this title).

8-11-8 Location: Every swimming pool shall be located only in compliance with the provisions of the Lake Zurich Zoning Code.

## CHAPTER 12 ENERGY CONSERVATION CODE

### SECTION:

8-12-1: Adoption of Code

8-12-2: Amendments, Revisions, and Changes

### 8-12-1: ADOPTION OF CODE:

There is hereby adopted by the village the ~~2018 International~~ 2021 Illinois Energy Conservation Code as hereinafter amended (hereinafter the "energy code"). At least one

copy of the ~~2021 Illinois Energy Conservation Code~~ ~~2018 International Energy Conservation Code~~ has been on file in the office of the village clerk for a period of at least thirty (30) days prior to the adoption of these provisions and remains on file in the office of the village clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "code official" shall be that person(s) designated and appointed by the village manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

#### 8-12-2: AMENDMENTS, REVISIONS, AND CHANGES:

The following sections of the 2021~~8~~ international energy conservation code are hereby added, amended, revised, and changed as follows:

#### Chapter 1

#### Administration

#### Section CE101 And R101

#### Scope And General Requirements

Amend section 101.1 as follows:

101.1 Title. These provisions shall be known as the International Energy Conservation Code of The Village of Lake Zurich, and shall be cited as such and will be referred to herein as this "code."

Amend subsection CE101.4.3 and R101.4.3, exception paragraph 3 as follows:

3. Existing ceiling, wall or floor cavities exposed during construction provided these cavities are filled with insulation of the highest R-value rating for the cavity or space.

#### CHAPTER 13

#### FUEL GAS CODE

#### SECTION:

#### 8-13-1: Adoption of Code

#### 8-13-2: Amendments, Revisions and Changes

#### 8-13-1: ADOPTION OF CODE:

There is hereby adopted by the Village the 201~~8~~ International Fuel Gas Code as hereinafter amended (hereinafter the "Fuel Gas Code"). At least one copy of the 201~~8~~ International Fuel Gas Code has been on file in the Office of the Village Clerk for a period of at least thirty (30)

days prior to the adoption of these provisions and remains on file in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

#### 8-13-2: AMENDMENTS, REVISIONS AND CHANGES:

The following sections of the 2018 International Fuel Gas Code are hereby added, amended, revised:

#### Chapter 1 Administration

##### Section 101

##### General

Amend section 101.1 as follows:

101.1 Title. These regulations shall be known as the Fuel Gas Code For Lake Zurich, hereinafter referred to as "this code".

##### Section 106

##### Permits

Amend section 106.4 to read as follows:

106.4 Permit Issuance. The application, construction documents and other data filed by an applicant for a permit shall be reviewed by the code official. If the code official finds that the proposed work conforms to the requirements of this code and all laws and ordinances applicable thereto, and that the fees specified in title 8, chapter 2 of the Lake Zurich municipal code, have been paid, a permit shall be issued to the applicant.

Amend section 106.5 to read as follows:

106.5 Fees. A permit shall not be issued until the fees prescribed in title 8, chapter 2 of the Lake Zurich municipal code have been paid, nor shall an amendment to a permit be released until the additional fee, if any, due to an increase of the mechanical system, has been paid.

Amend subsection 106.5.2 to read as follows:

106.5.2 Fee Schedule. The fees for mechanical work shall be as indicated in title 8, chapter 2 of the Lake Zurich municipal code.

Delete subsection 106.5.3 in its entirety.

## Section 107

### Inspections & Testing

Amend section 107.2.3 as follows:

107.2.3 Reinspection And Testing. Where any work or installation does not pass the initial test or inspection, the necessary corrections shall be made so as to achieve compliance with this code. The inspector failing the work or installation shall list a specific date by which the violations found shall be corrected. The work or installation shall then be resubmitted to the code official for inspection and testing.

## Section 108

### Violations

Amend section 108.5 as follows:

108.5 Stop Work Orders. Upon notice from the code official that mechanical work is being done contrary to the provisions of this code or in a dangerous or unsafe manner, such work shall immediately cease. Such notice shall be in writing and shall be given to the owner of the property, or to the owner's agent, or to the person doing the work. The notice shall state the conditions under which work is authorized to resume. Where an emergency exists, the code official shall not be required to give a written notice prior to stopping the work. Any person who shall continue to work on the system after having been served with a stop work order, except such work as that person is directed to perform to remove a violation or unsafe condition, shall be liable for a fine pursuant to title 13, chapter 1, "Fee Schedule", of the Village of Lake Zurich Municipal Code.

## Section 109

### Means of Appeal

Delete section 109 in its entirety.

## Chapter 3

### General Regulations

## Section 303

### Appliance Location

Amend section 303.3 as follows:

303.3 Prohibited Locations. Appliances shall not be located in sleeping rooms, bathrooms, toilet rooms, clothes or storage closets or surgical rooms, or in a space that opens only into such rooms or spaces.

## Section 403 (IFGC)

### Piping Materials

Amend section 403.4 to read as follows:

403.4 Metallic Pipe. Metallic pipe shall comply with sections 403.4.1 through 403.4.2.

Amend subsection 403.4.2 to read as follows:

403.4.2 Steel. Steel and wrought iron pipe shall be at least of standard weight (schedule 40) and shall comply with one of the following standards:

1. ASME B 36.10, 10M;
2. ASTM A 53 (except galvanized steel pipe); or
3. ASTM A 106.

Delete subsection 403.4.3.

Delete subsection 403.4.4.

Delete subsection 403.5.2.

Delete subsection 403.5.3.

Amend subsection 403.10.4 as follows:

403.10.4 Metallic Fittings. Delete paragraphs 3, 4, 6 and 7 of subsection 403.10.4.

Section 406 (IFGC)

Inspection, Testing And Purging

Delete section 406.4 in its entirety and amend as follows:

406.4 Test Pressure Measurement. "The natural gas supply system shall be tested with compressed air, nitrogen, or an inert gas to a minimum two times the proposed operating pressure but no less than 10psi gauge pressure, irrespective of design pressure. The test shall be monitored with a pressure gauge with a maximum 30psi range with maximum 1 psi increments. The test shall be a minimum of fifteen (15) minutes in duration in the presence of the plumbing inspector with no reduction or loss in pressure."

## Chapter 14

### International Existing Building Code

#### 8-14-1: ADOPTION OF CODE:

There is hereby adopted by the Village the 2018 International Existing Building Code as hereinafter amended (hereinafter the "Existing Building Code"). At least one copy of the

2018 International Existing Building Code has been on file in the Office of the Village Clerk for a period of at least thirty (30) days prior to the adoption of these provisions and remains on file in the Office of the Village Clerk, and is hereby adopted and incorporated as fully as if set out at length herein.

The official identified herein as the "Code official" shall be that person(s) designated and appointed by the Village Manager to oversee, implement, interpret and otherwise administer the provisions as set forth hereinafter.

#### 8-14-2: AMENDMENTS, REVISIONS AND CHANGES:

The following sections of the 2018 Existing Building Code are hereby added, amended, revised:

#### Chapter 1 Administration

#### Section 101

#### General

Amend section 101.1 as follows:

101.1 Title. These regulations shall be known as the International Building Code for Lake Zurich, hereinafter referred to as "this code".

102.4 Conflicts. Where conflicts occur between provisions of this code and referenced codes and standards, the provisions of the most strict standard shall apply.

105.2 Work exempt from permit. Delete section in entirety.

105.3.2 Time limitation of application. Delete section in entirety.

105.5 Expiration. Delete section in entirety.

112 Board of Appeals – Delete section in entirety.

301.3.3 Performance compliance method. Delete section in entirety.

301.5 Compliance with accessibility. Delete section in entirety.

302.3 Additional codes. Modify this section by:

1. Replacing International Energy Conservation Code with State of Illinois Energy Conservation Code.

2. Replacing International Plumbing Code with Illinois Plumbing Code.

3. Deleting International Private Sewage Disposal Code.



4. Where provisions of other codes conflict with provisions of this code, the provisions of the most strict code shall take precedence.

Section 408 Plumbing – Delete section in entirety.

Section 809.1 Plumbing – Delete section in entirety.

Section 1009 Plumbing – Delete section in entirety.

11/13/24, 10:17 AM

Key Changes in the 2018 International Codes® (I-Codes®) - ICC



## Key Changes in the 2018 International Codes® (I-Codes®)

### What's New in the 2018 I-Codes?

Key changes include:

#### 2018 International Building Code® (IBC®)

- Accessory storage spaces of any size are now permitted to be classified as part of the occupancy to which they are accessory.
- New code sections have been introduced addressing medical gas systems and higher education laboratories.
- Use of fire walls to create separate buildings is now limited to only the determination of permissible types of construction based on allowable building area and height.
- Where an elevator hoistway door opens into a fire-resistance-rated corridor, the opening must be protected in a manner to address smoke intrusion into the hoistway.
- The occupant load factor for business uses has been revised to one occupant per 150 square feet.
- Live loads on decks and balconies increase the deck live load to one and one-half times the live load of the area served.
- The minimum lateral load that fire walls are required to resist is five pounds per square foot.
- Wind speed maps updated, including maps for the state of Hawaii. Terminology describing wind speeds has changed again with ultimate design wind speeds now called basic design wind speeds.
- Site soil coefficients now correspond to the newest generation of ground motion attenuation equations (seismic values).
- Five-foot tall wood trusses requiring permanent bracing must have a periodic special inspection to verify that the required bracing has been installed.
- New alternative fastener schedule for construction of mechanically laminated decking is added giving equivalent power-driven fasteners for the 20-penny nail.
- Solid sawn lumber header and girder spans for the exterior bearing walls reduce span lengths to allow #2 Southern Pine design values.



#### 2018 International Residential Code® for One- and Two-Family Dwellings (IRC®)

- An updated seismic map reflects the most conservative Seismic Design Category (SDC) based on any soil type and a new map reflects less conservative SDCs when Site Class A, B or D is applicable.
- The townhouse separation provisions now include options for using two separate fire-resistant-rated walls or a common wall.
- An emergency escape and rescue opening is no longer required in basement sleeping rooms where the dwelling has an automatic fire sprinkler system and the basement has a second means of egress or an emergency escape opening.
- The exemption for interconnection of smoke alarms in existing areas has been deleted.
- New girder/header tables have been revised to incorporate the use of #2 Southern Pine in lieu of #1 Southern Pine.
- New tables address alternative wood stud heights and the required number of full height studs in high wind areas.



#### 2018 International Fire Code® (IFC®)

- New provisions address hazards related to outdoor pallet storage, higher education laboratories, mobile food trucks and plant processing and extraction activities.

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1/4

11/13/24, 10:17 AM

Key Changes in the 2018 International Codes® (I-Codes®) - ICC



- A new chapter has been added to address issues related to Energy Systems.
- Integrated testing requirements for fire protection and life safety systems have been added for high rise buildings and smoke control systems.
- The requirements for gas detection systems have been revised throughout the code to be more reflective of industry practice.
- Required sprinkler protection of Group E occupancies has been expanded through the introduction of a new thresholds related to fire areas.
- Manual fire alarm systems in Group A occupancies are now required not only when the occupant load is 300 or more but also where the occupant load exceeds 100 above or below the lowest level of exit discharge.
- A manual fire alarm system and an automatic smoke detection system are no longer required in Group R-4 occupancies.
- New provisions require illumination for the exit discharge path of travel to the public way or to a safe dispersal area for all occupancies.
- Provisions have been added to address the hazards associated with outdoor assembly events, indoor trade shows and exhibitions.
- The fire watch requirements for construction and demolition activities have been enhanced.
- The provisions for the maintenance of fire and smoke protection features in Chapter 7 have been enhanced and reorganized.
- The applicability of the decorative materials requirements in Chapter 8 have been clarified.



### 2018 International Plumbing Code® (IPC®)

- Updated table for the Minimum Number of Required Plumbing Fixtures
- Single-user toilet facilities (a room having a single water closet and a single lavatory) are not required to be labeled for use by only a male or female (separated use designations).
- Solar thermal water heating systems need to conform to the ICC 900/SRCC 300 standard.
- Well systems are required to comply with standard NGWA-01 where local requirements do not cover subject matter or are lacking in detail on others.



### 2018 International Mechanical Code® (IMC®)

- Added coverage of pollution control units.
- A new exception was added to recognize Type I kitchen hoods listed for clearances to combustibles of less than 18 inches.
- Added coverage for a newer type of non-metallic duct, phenolic duct.
- New coverage for high volume large diameter fans (HVLD), also referred to as high volume low speed (HVLS) fans.
- Relaxed requirements for sealing of duct joints and seams for Snap- and Button-lock duct joints located within the thermal envelope.



### 2018 International Fuel Gas Code® (IFGC®)

- A new Section was added to recognize arc-resistant CSST products.
- The code now allows Schedule 10 steel pipe to be used, whereas previously, Schedule 40 was the lightest steel pipe material allowed. Schedule 10 steel pipe joints are allowed to be welded, brazed, flanged or assembled with press-connect fittings. Schedule 10 pipe cannot be threaded.
- The code clarifies that appliance shutoff valves located behind movable appliances, such as ranges and clothes dryers, are considered to be provided with the required access.
- The code now calls for the plastic vent pipe material to be labeled as complying with the standards for the specific pipe material as called out by the manufacturer.
- The clearances between direct-vent appliance vent terminals and openings in the building exterior that could allow combustion products to enter the building have been revised.



### 2018 International Energy Conservation Code® (IECC®)

- Revisions to interior and exterior lighting power budgets and better clarity for lighting controls.
- Clarity that regardless of design methodology, system commissioning is required.
- New limits on heated or cooled vestibules.
- Mechanical provisions reorganized based on equipment type rather than design methodology.

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2/4

11/13/24, 10:17 AM

Key Changes in the 2018 International Codes® (I-Codes®) - ICC



air leakage rate of a building or dwelling unit.

- The Energy Rating Index compliance alternative index values have been increased slightly however, the method for determining an index is now required to be in accordance with standard ICC/RESNET 301.



## 2018 International Existing Building Code® (IEBC®)

- Section 410 Accessibility has been relocated to a new Section 305. Chapters 4, 5, 6, 13 and 14 have been relocated resulting in a reorganization and new chapter numbering.
- Requirements for live loads from Chapters 4 and 8 have been combined and placed in Chapter 3 to apply for all compliance methods.
- Structural components damaged by snow events must be repaired assuming snow loads for new buildings from the IBC.
- A new exception is added for loading of existing structural elements next to an addition in buildings designed using the IRC.
- When a work area includes more than half the building in an alteration, wall anchors must be installed at the roof line along reinforced concrete and masonry walls.
- Buildings undergoing a change of occupancy shall have live, snow, wind and seismic loads checked. Design loads are based on IBC-level forces.
- When a change of occupancy occurs placing a building in a higher risk category, the seismic loads on the building must be evaluated using IBC-level forces. Access to the building must be maintained when passing through or near other buildings and structures.
- Where storm shelters are required based on IBC and ICC 500 for Group E Occupancies, any addition to such existing occupancies where the occupant load of the addition is 50 or more will trigger the construction of a storm shelter.
- Carbon Monoxide provisions have been added in the Prescriptive Method Additions, Alterations Level 2 Additions, and in Additions for I-1, I-2, I-4 and R Occupancies.
- Emergency Escape and Rescue Opening provisions related to being operational have been added to Prescriptive Compliance Method and Alterations Level 1.
- Single exit buildings and spaces under Alteration Levels 2 and 3 have been modified to be more consistent with the IBC.
- The Alterations Level 2 requirement that water for automatic fire sprinkler system be available at the floor of alteration without the need for a fire pump has been moved to Chapter 9 for Alterations Level 3 and the fire pump criterion was deleted.



## 2018 International Swimming Pool and Spa Code® (ISPSC®)

- It was clarified that flotation tank systems for sensory deprivation therapy are not within the scope of the ISPSC.
- Hot water storage tanks are now required to be listed and labeled to a standard.
- New sections were introduced into the code to cover solar thermal water heating systems. Installation requirements refer to the IMC.



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3/4

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4/4



*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

**MEMORANDUM**

Date: November 12, 2024  
To: Park and Recreation Advisory Board  
From: Bonnie Caputo, Recreation Director  
Subject: Affiliate Agreements- Ela Soccer, Flames Football and Lake Zurich Baseball & Softball Association

AGENDA ITEM

7g

**Issue:**

The Village of Lake Zurich has maintained formal agreements with Ela Soccer, the Lake Zurich Flames Football Organization, and the Lake Zurich Baseball and Softball Association for over a decade to facilitate the use of Village property. Recognizing the valuable services these organizations provide to our community, the Village aims to extend these agreements through 2027 to safeguard the interests of all parties, including their officers and volunteers.

**Analysis:**

Staff has spoken to representatives of the all organizations to discuss the usage and needs of the fields in the future. The Village owned fields currently used by Ela Soccer are the following Braemar, Bristol Trails, Buffalo Creek, Countryside East, Countryside West, Orchards and Wicklow Parks. The Village owned fields currently used by the Lake Zurich Flames Football are the following: Zurites Park, Old Mill Grove and Manor Park. The Village owned fields currently used by Lake Zurich Baseball and Softball Association are the following Staples, Chestnut Corners, Hunters Creek, Braemar, and Wicklow Ball field.

At least 51% of participants in these organizations are residents of Lake Zurich, qualifying them as affiliates of the Village. (56% of Ela Soccer participants are residents; 95% of Flames Football's 440 participants are residents and 55% of LZBSA's 650 participants are residents.) Each year,



these organizations will provide enrollment numbers and the percentage of Lake Zurich residents, along with other requirements outlined in the agreements, such as information about board members, verification of background checks, and proof of insurance that lists the Village as additionally insured.

The purpose of the affiliate agreement is to serve the community's best interests by fostering collaboration between both entities to coordinate, integrate, and streamline the planning and provision of recreational facilities and programs for public benefit. Additionally, our affiliates consistently invest in enhancing the parks and fields, directly benefiting the community and those who use the facilities. In FY23/24, Ela Soccer allocated \$136,000 and Lake Zurich Baseball & Softball Association allocated \$132,275 towards improvements that serve the Lake Zurich residents who enjoy these parks and amenities. Flames Football does very minimal improvements such as field lining and mosquito treatments as their main field is at Knox Park and only utilize our park spaces for minimal practice times for a shorter season.

The attached affiliate agreement outlines several key areas, including:

Criteria and Conditions

Facility Usage

Rental/Usage Fees

Improvement, Repair, Replacement, and Acquisition Costs

Insurance and Indemnification

No Third-Party Beneficiary

Termination and Duration

This agreement is consistent with previous affiliate agreements and adheres to established guidelines.

#### **Recommendation:**

The Park and Recreation Advisory Board recommends the acceptance and execution of the attached Affiliate Agreements with Ela Soccer, Lake Zurich Flames Football Organization and Lake Zurich Baseball and Softball Association thru December 31, 2027.

w/Attachments: Affiliate Agreements for Lake Zurich Baseball & Softball Association, Ela Soccer and Flames Football

## Affiliate Agreement Village of Lake Zurich and Ela Soccer

### Purpose

The Village of Lake Zurich (hereafter "Village") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with the Ela Soccer (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

### Criteria and Conditions

- The Village agrees to cut the grass outside of the soccer field play areas ("common areas") and maintain the common areas, including the walking paths and parking lots as the Village deems appropriate at the following Village-owned parks: Braemar, Bristol Trails, Buffalo Creek, Countryside East, Countryside West, Orchards and Wicklow. The Affiliate will be responsible for the maintenance of inside the soccer field play areas.
- The Village Reserves the right to schedule any unused dates for use by the Village or another organization.
- The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
- The Affiliate shall conduct its own financial business and be financially self-supporting.
- The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
  - Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Village programs.
  - At least 51% of the members/participants of the Affiliate must be residents of the Village of Lake Zurich.
- Within 5 business days, the Affiliate agrees to provide the Village with complete copies of any of



its governing documents, schedules, bylaws, or operational guidelines which may be requested by the Village. The Village and Affiliate may mutually agree in writing to additional time for the production of such documents.

- The Affiliate shall provide a list of its officers to the Village annually or as otherwise requested by the Village. The Affiliate will designate one individual as the primary contact to the Village.
- The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village.
- The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively the "Affiliate Group") are employed by, agents of, nor entitled to any benefits or protections afforded employees or volunteers of the Village and are not bound by any obligations as employees of the Village.
- The Affiliate Group will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate Group activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
- Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Intergovernmental Risk Management Agency "IRMA".
- The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
- The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.
- All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- The responsibilities of treasurer or person(s) handling the Affiliate funds shall not be placed solely with one person. Checks in the amount of \$7,500 or greater written on the Affiliate bank account must require two signatures unless otherwise specified by the affiliate's bylaws. The two persons with access to the Affiliate's accounts cannot be related to one another.
- The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
- Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.

- The Affiliate agrees to arrange for criminal background checks to be conducted by a reputable third party for the designated managers and coaches for all teams comprised of players under eighteen (18) years of age. Such background checks will include a search of sex offender registries.
- The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested by the Village, the Affiliate will provide the Village with the name of the third party retained in any given year to conduct such background checks and describe the background check package selected by the Affiliate so that the Village can confirm the scope of the background checks conducted on behalf of the Affiliate.
- The Affiliate understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
- Registration for membership/tryouts must not exclude residents of the Village that meet all requirements for such membership/tryouts.
- The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
- The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
- The Affiliate and Village agree to meet annually reviewing the agreement and evaluating the season by September 30.

#### Facility Use

- The Village hereby authorizes the Affiliate to use and operate Braemar, Bristol Trails, Buffalo Creek, Countryside East, Countryside West, Orchards and Wicklow soccer fields as they are presently constituted for soccer activities authorized by the Affiliate.
- The Village acknowledges that the soccer fields are important to the Affiliate in conducting its own financial business and maintaining its financial self-sufficiency in ~~accordance~~ with above.
- Priority scheduling for the Village soccer fields will be as follows:
  - Village of Lake Zurich
  - Affiliate
  - \*Community Groups
  - \*Residents
  - \*Non-Residents

\*These classified groups will be charged a fee based on the approved policy. If one of these groups rents the fields for soccer practices, games or camps, the rental revenue will be collected and kept by the Village. The Village agrees to contact Affiliate to coordinate the rental schedule.
- It is the sole responsibility of the Affiliate to determine whether any field for which Affiliate is granted

a license hereunder is safe, suitable, and/or appropriate for any intended use by the Affiliate, despite any notice provided to the Village, including, but not limited to, weather conditions, soil or other unsafe circumstances or field conditions. If the fields are not safe, they should not be used.

- The Affiliate shall promptly report to the Village any unsafe condition of which the Affiliate becomes aware on any of the fields for which the Affiliate is granted a license hereunder (subsurface conditions, holes in sports fields, broken equipment, etc.).
- The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
- The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any Affiliate property or equipment brought upon or stored on Village property.
- The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.
- The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel or reschedule meetings based upon Village needs.
- The Village shall keep in force at all times during the term of this agreement Commercial General Liability Insurance or self-insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis. Neither the purchase of this insurance nor the provisions of this section shall serve to limit or waive in any fashion the Village's protections from liability under Illinois law or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, as amended.

#### **Improvement, Repair, Replacement and Acquisition Costs**

- Purchases must be approved by a majority vote by the Village and Affiliate Boards according to the respective agencies purchasing policies.
- The Affiliate agrees to pay one hundred (100%) for costs associated with any equipment storage facility that is provided by the Affiliate and used for storage of Affiliate equipment.
- The Village shall have no obligation to undertake any projects or improvements related to any of the property covered by this Agreement.
- The Affiliate will work with the Village, to the extent reasonably possible, to contribute to the maintenance, repair and improvement of fields used by the Affiliate but under no circumstance will the Affiliate be required to contribute to such maintenance, repairs or improvements without prior written approval by the Affiliate.

#### **Advertisement**

- The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the group. A copy of the Village's Program Guide Production Timeline, which established deadlines for promotional copy, will be given the group on an annual basis.



**Insurance and Indemnification**

- The Affiliate shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliate's activities:

**Commercial General Liability Insurance**

- Affiliate shall provide, on an annual basis on or before March 1<sup>st</sup> of each year, a Certificate of Insurance evidencing general liability insurance for the Affiliate with limits not less than \$1,000,000 for personal injury and property damage combined and \$2,000,000 aggregate for personal injury and property damage combined. Affiliate shall also name the Village as an additional insured on the aforementioned general liability insurance and the Affiliate's policy shall be designated as primary in coverage as to any injury or damage arising out of Affiliate's programs or activities.

**Workers Compensation Insurance**

- If applicable, the Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

**General Insurance Provisions****Evidence of Insurance**

- Upon request, the Affiliate shall provide a certificate of insurance as evidence that the insurance requirements under this Agreement are current and remain in effect. All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein except for notices of cancellation for non-payment which shall be 10 (ten days). Written notice to the Village shall be by certified mail, return receipt requested.
- Failure of a party to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.
- The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using any field for which Affiliate is granted authorization hereunder until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- Failure to maintain the required insurance may result in termination of this agreement at Village's option.
- The Affiliate shall provide certified copies of all insurance policies from its insurers required above within 10 days of the execution of this agreement.

**Acceptability of Insurers**

- For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the A.M. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

**Deductibles and Self-Insured Retentions**

- Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects to the Village, its

officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **Indemnification**

- The Affiliate shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the Affiliate's conduct or management of the fields for which Affiliate is granted a license hereunder, any business or activity therein that is related to the activities of the Affiliate, or any work or thing whatsoever done by Affiliate, or condition created in or about the fields by Affiliate; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any field for which Affiliate is granted a license hereunder that is related to the activities of the Affiliate, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.
- The Village agrees to indemnify and hold harmless the Affiliate, and its officers, agents, employees, members, participants and volunteers, from any and all claims, causes of action or liability arising out of or from the use of the fields by the Village, including but not limited to any claim made by any spectator, guest, invitee or trespasser for y personal injury or property damage sustained by any such person or entity in any or the fields caused solely by the Village's use of the fields, unless the claim, cause of action or liability arises solely from the negligence or wrongful conduct of the Affiliate and/or any officer, agent, employee, participant, member or volunteer of the Affiliate. This provision shall not be construed to negate, abridge, or otherwise reduce the indemnification obligations of the Affiliate as stated in Section IV 4(a) above, and the Affiliate's obligation to inspect and maintain the fields prior to and during their use, regardless of their use by any other party, including the Village.
- This provision shall not be construed to limit the Village's immunities as provided in the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1, et seq.

#### **No Third-Party Beneficiary**

- This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

#### **Termination and Duration**

- The initial term of this Agreement shall commence on the date hereof and end on December 31, 2027. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least six (6) months prior to the annual renewal date of its intention not to renew the agreement, unless

the Parties otherwise mutually agree in writing to terminate the Agreement.

- The Village retains the right to terminate this Agreement due to a breach by the Affiliate of its obligations under this Agreement, due to misconduct of the Affiliate or for misuse of property by the Affiliate, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Village residents, as reasonably determined by the Village.
- The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Village of Lake Zurich

  
\_\_\_\_\_  
Ela Soccer

\_\_\_\_\_  
Date

11 - 6 - 24  
\_\_\_\_\_  
Date

## **Affiliate Agreement**

### **Village of Lake Zurich and Lake Zurich Flames Football**

#### **Purpose**

The Village of Lake Zurich (hereafter "Village") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with the Lake Zurich Flames Football (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

#### **Criteria and Conditions**

- The Village agrees to cut the grass outside of the field play areas ("common areas") and maintain the common areas, including the walking paths and parking lots as the Village deems appropriate at the following Village-owned parks during the designated season of August 1<sup>st</sup> – October 31<sup>st</sup>: Old Mill Grove Park, Zurites Park and Manor Park. The Affiliate will be responsible for the maintenance of inside the field play areas.
- The Village Reserves the right to schedule any unused dates for use by the Village or another organization.
- The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
- The Affiliate shall conduct its own financial business and be financially self-supporting.
- The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
  - Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Village programs.
  - At least 51% of the members/participants of the Affiliate must be residents of the Village of Lake Zurich.
- Within 5 business days, the Affiliate agrees to provide the Village with complete copies of any of

its governing documents, schedules, bylaws, or operational guidelines which may be requested by the Village. The Village and Affiliate may mutually agree in writing to additional time for the production of such documents.

- The Affiliate shall provide a list of its officers to the Village annually or as otherwise requested by the Village. The Affiliate will designate one individual as the primary contact to the Village.
- The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village.
- The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively the "Affiliate Group") are employed by, agents of, nor entitled to any benefits or protections afforded employees or volunteers of the Village and are not bound by any obligations as employees of the Village.
- The Affiliate Group will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate Group activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
- Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Intergovernmental Risk Management Agency "IRMA".
- The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
- The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.
- All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- The responsibilities of treasurer or person(s) handling the Affiliate funds shall not be placed solely with one person. Checks written on the Affiliate bank account must require two signatures. The two persons with access to the Affiliate's accounts cannot be related to one another.
- The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
- Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
- The Affiliate agrees to arrange for criminal background checks to be conducted by a reputable third party for



the designated managers and coaches for all teams comprised of players under eighteen (18) years of age. Such background checks will include a search of sex offender registries.

- The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested by the Village, the Affiliate will provide the Village with the name of the third party retained in any given year to conduct such background checks and describe the background check package selected by the Affiliate so that the Village can confirm the scope of the background checks conducted on behalf of the Affiliate.
- The Affiliate understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
- Registration for membership/tryouts must not exclude residents of the Village that meet all requirements for such membership/tryouts.
- The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
- The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
- The Affiliate and Village agree to meet annually reviewing the agreement and evaluating the season by September 30.

#### Facility Use

- The Village hereby authorizes the Affiliate to use and operate : Old Mill Grove Park, Zurites Park and Manor Park fields as they are presently constituted for football activities authorized by the Affiliate.
- The Village acknowledges that the fields are important to the Affiliate in conducting its own financial business and maintaining its financial self-sufficiency in ~~accordance~~ with above.
- Priority scheduling for the Village fields will be as follows:
  - Village of Lake Zurich
  - Affiliate
  - \*Community Groups
  - \*Residents
  - \*Non-Residents

\*These classified groups will be charged a fee based on the approved policy. If one of these groups rents the fields for football practices, games or camps, the rental revenue will be collected and kept by the Village. The Village agrees to contact Affiliate to coordinate the rental schedule.

- It is the sole responsibility of the Affiliate to determine whether any field for which Affiliate is granted

a license hereunder is safe, suitable, and/or appropriate for any intended use by the Affiliate, despite any notice provided to the Village, including, but not limited to, weather conditions, soil or other unsafe circumstances or field conditions. If the fields are not safe, they should not be used.

- The Affiliate shall promptly report to the Village any unsafe condition of which the Affiliate becomes aware on any of the fields for which the Affiliate is granted a license hereunder (subsurface conditions, holes in sports fields, broken equipment, etc.).
- The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
- The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any Affiliate property or equipment brought upon or stored on Village property.
- The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.
- The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel or reschedule meetings based upon Village needs.
- The Village shall keep in force at all times during the term of this agreement Commercial General Liability Insurance or self-insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis. Neither the purchase of this insurance nor the provisions of this section shall serve to limit or waive in any fashion the Village's protections from liability under Illinois law or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, as amended.

#### **Improvement, Repair, Replacement and Acquisition Costs**

- Purchases must be approved by a majority vote by the Village and Affiliate Boards according to the respective agencies purchasing policies.
- The Affiliate agrees to pay one hundred (100%) for costs associated with any equipment storage facility that is provided by the Affiliate and used for storage of Affiliate equipment.
- The Village shall have no obligation to undertake any projects or improvements related to any of the property covered by this Agreement.
- The Affiliate will work with the Village, to the extent reasonably possible, to contribute to the maintenance, repair and improvement of fields used by the Affiliate but under no circumstance will the Affiliate be required to contribute to such maintenance, repairs or improvements without prior written approval by the Affiliate.

#### **Advertisement**

- The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the group. A copy of the Village's Program Guide Production Timeline, which established deadlines for promotional copy, will be given the group on an annual basis.

**Insurance and Indemnification**

- The Affiliate shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliate's activities:

**Commercial General Liability Insurance**

- Affiliate shall provide, on an annual basis on or before March 1<sup>st</sup> of each year, a Certificate of Insurance evidencing general liability insurance for the Affiliate with limits not less than \$1,000,000 for personal injury and property damage combined and \$2,000,000 aggregate for personal injury and property damage combined. Affiliate shall also name the Village as an additional insured on the aforementioned general liability insurance and the Affiliate's policy shall be designated as primary in coverage as to any injury or damage arising out of Affiliate's programs or activities.

**Workers Compensation Insurance**

- If applicable, the Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

**General Insurance Provisions****Evidence of Insurance**

- Upon request, the Affiliate shall provide a certificate of insurance as evidence that the insurance requirements under this Agreement are current and remain in effect. All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein except for notices of cancellation for non-payment which shall be 10 (ten days). Written notice to the Village shall be by certified mail, return receipt requested.
- Failure of a party to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.
- The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using any field for which Affiliate is granted authorization hereunder until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- Failure to maintain the required insurance may result in termination of this agreement at Village's option.
- The Affiliate shall provide certified copies of all insurance policies from its insurers required above within 10 days of the execution of this agreement.

**Acceptability of Insurers**

- For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the AM. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

**Deductibles and Self-Insured Retentions**

- Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects to the Village, its

officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **Indemnification**

- The Affiliate shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the Affiliate's conduct or management of the fields for which Affiliate is granted a license hereunder, any business or activity therein that is related to the activities of the Affiliate, or any work or thing whatsoever done by Affiliate, or condition created in or about the fields by Affiliate; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any field for which Affiliate is granted a license hereunder that is related to the activities of the Affiliate, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.
- The Village agrees to indemnify and hold harmless the Affiliate, and its officers, agents, employees, members, participants and volunteers, from any and all claims, causes of action or liability arising out of or from the use of the fields by the Village, including but not limited to any claim made by any spectator, guest, invitee or trespasser for any personal injury or property damage sustained by any such person or entity in any or the fields caused solely by the Village's use of the fields, unless the claim, cause of action or liability arises solely from the negligence or wrongful conduct of the Affiliate and/or any officer, agent, employee, participant, member or volunteer of the Affiliate. This provision shall not be construed to negate, abridge, or otherwise reduce the indemnification obligations of the Affiliate as stated in Section IV 4(a) above, and the Affiliate's obligation to inspect and maintain the fields prior to and during their use, regardless of their use by any other party, including the Village.
- This provision shall not be construed to limit the Village's immunities as provided in the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1, et seq.

#### **No Third-Party Beneficiary**

- This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

#### **Termination and Duration**

- The initial term of this Agreement shall commence on the date hereof and end on December 31, 2027. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least six (6) months prior to the annual renewal date of its intention not to renew the agreement, unless

the Parties otherwise mutually agree in writing to terminate the Agreement.

- The Village retains the right to terminate this Agreement due to a breach by the Affiliate of its obligations under this Agreement, due to misconduct of the Affiliate or for misuse of property by the Affiliate, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Village residents, as reasonably determined by the Village.
- The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Village of Lake Zurich

\_\_\_\_\_  
Lake Zurich Flames Football

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

**Affiliate Agreement**  
**Village of Lake Zurich and the Lake Zurich Baseball and Softball Association**

**Purpose**

The Village of Lake Zurich (hereafter "Village") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with the Lake Zurich Baseball and Softball Association (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

**Criteria and Conditions**

- The Village agrees to cut the grass outside of the ballfield play areas ("common areas") and maintain the common areas, including the walking paths and parking lots as the Village deems appropriate at the following Village-owned parks: Staples, Hunters Creek, Chestnut Corners, Braemar, and Wicklow Ball Field (Oakwood). The Affiliate will be responsible for the maintenance of inside the ballfield play areas.
- The Village, being the sole owner of the structure used as the concession stand at Staples Park will maintain the structure and have 24/7 access to said structure.
- The Affiliate will have access to the concession stand and will be responsible for any activities that occur within the interior of the structure per any ancillary user agreements (see appendix A).
- The Village Reserves the right to schedule any unused dates for use by the Village or another organization.
- The Affiliate will be responsible for garbage collection including liners, bags, and/or other forms of totes at the afore mentioned ballfields on days when the Affiliate has use of the grounds. At the end of the day the Affiliate will empty all receptacles and all refuse will be brought to the Staples Park corral. The Village will provide adequate trash receptacles at the various sites and will be responsible for the Staples Park dumpster.
- The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.

- The Affiliate shall conduct its own financial business and be financially self-supporting.
- The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
  - Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Village programs.
  - At least 51% of the members/participants of the Affiliate must be residents of the Village of Lake Zurich.
- Within 5 business days, the Affiliate agrees to provide the Village with complete copies of any of its governing documents, schedules, bylaws, or operational guidelines which may be requested by the Village. The Village and Affiliate may mutually agree in writing to additional time for the production of such documents.
- The Affiliate shall provide a list of its officers to the Village annually or as otherwise requested by the Village. The Affiliate will designate one individual as the primary contact to the Village.
- The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village.
- The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively the "Affiliate Group") are employed by, agents of, nor entitled to any benefits or protections afforded employees or volunteers of the Village and are not bound by any obligations as employees of the Village.
- The Affiliate Group will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate Group activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
- Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Intergovernmental Risk Management Agency "IRMA".
- The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
- The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.
- All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- The responsibilities of treasurer or person(s) handling the Affiliate funds shall not be placed solely with one



person. Checks written on the Affiliate bank account must require two signatures. The two persons with access to the Affiliate's accounts cannot be related to one another.

- The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
- Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.
- The Affiliate agrees to arrange for criminal background checks to be conducted by a reputable third party for the designated managers and coaches for all teams comprised of players under eighteen (18) years of age. Such background checks will include a search of sex offender registries.
- The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested by the Village, the Affiliate will provide the Village with the name of the third party retained in any given year to conduct such background checks and describe the background check package selected by the Affiliate so that the Village can confirm the scope of the background checks conducted on behalf of the Affiliate.
- The Affiliate understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
- Registration for membership/tryouts must not exclude residents of the Village that meet all requirements for such membership/tryouts.
- The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
- The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
- The Affiliate and Village agree to meet annually reviewing the agreement and evaluating the season by September 30.

#### **Facility Use**

- The Village hereby authorizes the Affiliate to use and operate Staples, Hunters Creek, Chestnut Corner, Braemar and Wicklow (Oakwood) baseball fields as they are presently constituted for baseball or softball activities authorized by the Affiliate.
- The Village acknowledges that the baseball fields are important to the Affiliate in conducting its own financial business and maintaining its financial self-sufficiency in accordance with above.



- Priority scheduling for the Village ballfields will be as follows:
  - Village of Lake Zurich
  - Affiliate
  - \*Community Groups
  - \*Residents
  - \*Non-Residents

\*These classified groups will be charged a fee based on the approved policy. If one of these groups rents the fields for baseball practices, games or camps, the rental revenue will be collected and kept by the Village. The Village agrees to contact Affiliate to coordinate the rental schedule.

- It is the sole responsibility of the Affiliate to determine whether any field for which Affiliate is granted a license hereunder is safe, suitable, and/or appropriate for any intended use by the Affiliate, despite any notice provided to the Village, including, but not limited to, weather conditions, soil or other unsafe circumstances or field conditions. If the fields are not safe, they should not be used.
- The Affiliate shall promptly report to the Village any unsafe condition of which the Affiliate becomes aware on any of the fields for which the Affiliate is granted a license hereunder (subsurface conditions, holes in sports fields, broken equipment, etc.).
- The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
- The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any Affiliate property or equipment brought upon or stored on Village property.
- The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.
- The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel or reschedule meetings based upon Village needs.
- The Village shall keep in force at all times during the term of this agreement Commercial General Liability Insurance or self-insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis. Neither the purchase of this insurance nor the provisions of this section shall serve to limit or waive in any fashion the Village's protections from liability under Illinois law or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, as amended.

#### **Improvement, Repair, Replacement and Acquisition Costs**

- Purchases must be approved by a majority vote by the Village and Affiliate Boards according to the respective agencies purchasing policies.
- The Affiliate agrees to pay one hundred (100%) for costs associated with any equipment storage facility that is provided by the Affiliate and used for storage of Affiliate equipment.
- The Village shall have no obligation to undertake any projects or improvements related to any of the

property covered by this Agreement.

- The Affiliate will work with the Village, to the extent reasonably possible, to contribute to the maintenance, repair and improvement of fields used by the Affiliate but under no circumstance will the Affiliate be required to contribute to such maintenance, repairs or improvements without prior written approval by the Affiliate.

#### **Advertisement**

- The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the group. A copy of the Village's Program Guide Production Timeline, which established deadlines for promotional copy, will be given the group on an annual basis.

#### **Insurance and Indemnification**

- The Affiliate shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliate's activities:

##### **Commercial General Liability Insurance**

- Affiliate shall provide, on an annual basis on or before March 1<sup>st</sup> of each year, a Certificate of Insurance evidencing general liability insurance for the Affiliate with limits not less than \$1,000,000 for personal injury and property damage combined and \$2,000,000 aggregate for personal injury and property damage combined. Affiliate shall also name the Village as an additional insured on the aforementioned general liability insurance and the Affiliate's policy shall be designated as primary in coverage as to any injury or damage arising out of Affiliate's programs or activities.

##### **Workers Compensation Insurance**

- If applicable, the Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

#### **General Insurance Provisions**

##### **Evidence of Insurance**

- Upon request, the Affiliate shall provide a certificate of insurance as evidence that the insurance requirements under this Agreement are current and remain in effect. All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein except for notices of cancellation for non-payment which shall be 10 (ten days). Written notice to the Village shall be by certified mail, return receipt requested.
- Failure of a party to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.
- The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using any field for which Affiliate is granted authorization hereunder until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- Failure to maintain the required insurance may result in termination of this agreement at Village's



option.

- The Affiliate shall provide certified copies of all insurance policies from its insurers required above within 10 days of the execution of this agreement.

#### **Acceptability of Insurers**

- For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the AM. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

#### **Deductibles and Self-Insured Retentions**

- Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects to the Village, its officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **Indemnification**

- The Affiliate shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the Affiliate's conduct or management of the fields for which Affiliate is granted a license hereunder, any business or activity therein that is related to the activities of the Affiliate, or any work or thing whatsoever done by Affiliate, or condition created in or about the fields by Affiliate; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any field for which Affiliate is granted a license hereunder that is related to the activities of the Affiliate, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.
- The Village agrees to indemnify and hold harmless the Affiliate, and its officers, agents, employees, members, participants and volunteers, from any and all claims, causes of action or liability arising out of or from the use of the fields by the Village, including but not limited to any claim made by any spectator, guest, invitee or trespasser for personal injury or property damage sustained by any such person or entity in any or the fields caused solely by the Village's use of the fields, unless the claim, cause of action or liability arises solely from the negligence or wrongful conduct of the Affiliate and/or any officer, agent, employee, participant, member or volunteer of the Affiliate. This provision shall not be construed to negate, abridge, or otherwise reduce the indemnification obligations of the Affiliate as stated in Section IV 4(a) above, and the Affiliate's obligation to inspect and maintain the fields prior to and during their use, regardless of their use by any other party, including the Village.
- This provision shall not be construed to limit the Village's immunities as provided in the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1, et seq.

**No Third-Party Beneficiary**

- This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

**Termination and Duration**

- The initial term of this Agreement shall commence on the date hereof and end on December 31, 2027. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least six (6) months prior to the annual renewal date of its intention not to renew the agreement, unless the Parties otherwise mutually agree in writing to terminate the Agreement.
- The Village retains the right to terminate this Agreement due to a breach by the Affiliate of its obligations under this Agreement, due to misconduct of the Affiliate or for misuse of property by the Affiliate, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Village residents, as reasonably determined by the Village.
- The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Village of Lake Zurich

Nickalus Evans  
Nickalus Evans (Nov 6, 2024 09:53 CST)  
\_\_\_\_\_  
Lake Zurich Baseball and Softball Association

\_\_\_\_\_  
Date

06-Nov-2024  
\_\_\_\_\_  
Date



*At the Heart of Community*

PARKS AND RECREATION DEPARTMENT

200 South Rand Road  
Lake Zurich, Illinois 60047

(847) 438-5146  
LakeZurich.org

MEMORANDUM

Date: December 2, 2024  
To: Ray Keller, Village Manager *PK*  
From: Bonnie Caputo, Recreation Director  
Subject: Lake Zurich Youth Rugby Affiliate Agreement

AGENDA ITEM

*7h*

**Issue:**

The Village of Lake Zurich has established affiliate agreements with various local nonprofit organizations to provide instructional and competitive recreational opportunities for youth. Current partnerships include Ela Soccer, Flames Football, and the Lake Zurich Baseball and Softball Association. Recently two Lake Zurich residents, Roger Comins and James Peters, approached the department to discuss their interest in establishing a youth rugby program in Lake Zurich. This program would be affiliated with USA Rugby and Rugby Illinois. The Department believes that the proposed Lake Zurich rugby program would align well with this framework.

**Analysis:**

Staff met with Mr. Comins and Mr. Peters to gain insight into rugby, learn more about their program proposal, and discuss future park space requirements should the program expand. The Village-owned parks suggested for use include Zurites Park, Oak Ridge Park, and Paulus Park. As with all affiliates, it is expected that at least 51% of participants in the Lake Zurich youth rugby program will be Lake Zurich residents.

The purpose of the affiliate agreement is to serve the community's best interests by promoting collaboration between both entities to effectively plan and provide recreational facilities and programs that deliver public benefits.

The attached affiliate agreement outlines several key areas, including:

1. Criteria and Conditions



2. Facility Usage
3. Rental/Usage Fees
4. Improvement, Repair, Replacement, and Acquisition Costs
5. Insurance and Indemnification
6. No Third-Party Beneficiary
7. Termination and Duration

This agreement is consistent with other affiliate agreements and adheres to established guidelines.

**Recommendation:**

Gain consensus on the acceptance and execution of an Affiliate Agreement with Lake Zurich Youth Rugby to last until December 31, 2027.

w/Attachments: Lake Zurich Youth Rugby Park & Recreation Advisory Board Presentation and Affiliate Agreement

### **Affiliate Agreement Village of Lake Zurich and Lake Zurich Youth Rugby**

#### **Purpose**

The Village of Lake Zurich (hereafter "Village") recognizes that certain organizations exist within the community whose purposes are to serve and enhance recreational opportunities for a specific purpose and group. These organizations are separate and independent from the Village and provide for their own leadership, organizational and operational structure. Although the stated missions of the organizations may differ, public investment in public recreational facilities and programs creates a mutually beneficial environment in which to provide quality recreation for all the individuals served by the parties, as well as the general public.

The Village recognizes that at times it is in the best interest of the community that the Village work with outside organizations in coordinating, integrating and consolidating the planning and provision of recreational facilities and programs when basic functions are compatible and a public benefit may be derived. Through working relationships with outside organizations and joint efforts, each party can contribute to greater public service without relinquishing their separate identities or any of their individual responsibilities.

To this end, the Village is willing to establish a working relationship and cooperative agreement with Lake Zurich Youth Rugby (hereafter "Affiliate"). With this agreement, the parties will define the working relationship, mutual expectations, and individual responsibilities. However, this agreement cannot be considered absolute; but shall serve as a frame of reference. Standards outlined herein ensure that the parties' concept of joint planning, use, and maintenance is followed to the maximum extent possible, while retaining the essential freedom of discretion, decision and action in planning, developing and maintaining recreational programs.

#### **Criteria and Conditions**

- The Village agrees to cut the grass outside of the field play areas ("common areas") and maintain the common areas, including the walking paths and parking lots as the Village deems appropriate at the following Village-owned parks during the designated season of March 1<sup>st</sup> – June 30<sup>th</sup>: Oak Ridge Park, Zurites Park and Paulus Park (sled hill area of the park). The Affiliate will be responsible for the maintenance of inside the field play areas.
- The Village Reserves the right to schedule any unused dates for use by the Village or another organization.
- The Affiliate shall provide its own leadership, structure, and must delegate operational duties to its membership.
- The Affiliate shall conduct its own financial business and be financially self-supporting.
- The Affiliate shall have its own volunteer governing board with adopted written bylaws or guidelines to guide the board in policy-making decisions, and:
  - Is a not-for-profit corporation or organization dedicated to offering and promoting recreational activities which are compatible with and supplement Village programs.
  - At least 51% of the members/participants of the Affiliate must be residents of the Village of Lake Zurich.
- Within 5 business days, the Affiliate agrees to provide the Village with complete copies of any of

its governing documents, schedules, bylaws, or operational guidelines which may be requested by the Village. The Village and Affiliate may mutually agree in writing to additional time for the production of such documents.

- The Affiliate shall provide a list of its officers to the Village annually or as otherwise requested by the Village. The Affiliate will designate one individual as the primary contact to the Village.
- The Affiliate shall designate both a liaison and alternate liaison and provide the individuals' telephone numbers and other contact information to the Village.
- The Affiliate agrees and understands that neither the Affiliate nor its officials, officers, members, employees or volunteers (collectively the "Affiliate Group") are employed by, agents of, nor entitled to any benefits or protections afforded employees or volunteers of the Village and are not bound by any obligations as employees of the Village.
- The Affiliate Group will not be covered under provisions of the unemployment compensation insurance of the Village or the workers' compensation insurance of the Village and that any injury or property damage arising out of any Affiliate Group activity will be the Affiliate's sole responsibility and not the Village's. Also, it is understood that the Affiliate Group is not protected as an employee or as a person acting as an agent or employee under the provisions of the general liability insurance of the Village and therefore, the Affiliate will be solely responsible for its own actions. The Village will in no way defend the Affiliate in matters of liability.
- Affiliate shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Intergovernmental Risk Management Agency "IRMA".
- The Affiliate shall not represent itself or members of the Affiliate as employees, volunteers, or agents of the Village.
- The Affiliate or members of the Affiliate will not advertise or solicit participants using the name or logo of the Village without prior written permission of the Village.
- All fees, charges, monies, and expenditures shall be handled by the Affiliate itself, with its own accounts in the group's name. The group shall have a written policy regarding refunds. All requests for refunds shall be addressed in a timely manner.
- The responsibilities of treasurer or person(s) handling the Affiliate funds shall not be placed solely with one person. Checks in the amount of \$7,500 or greater written on the Affiliate bank account must require two signatures unless otherwise specified by the affiliate's bylaws. The two persons with access to the Affiliate's accounts cannot be related to one another.
- The Affiliate acknowledges and agrees that the group is responsible for any and all expenses, including, but not limited to, the provision of equipment and materials related to the Affiliate's activities and use of Village property and facilities, unless otherwise specified and agreed to in writing.
- Activities, programs, and events sponsored by Affiliate shall not, other than to adhere to specific membership guidelines, program requirements, or minimum residency standards, discriminate against or exclude any individual, for participation for reasons of race, color, creed, national origin, sex, sexual orientation, disability, or any other characteristic protected by local, state, or federal law.



- The Affiliate agrees to arrange for criminal background checks to be conducted by a reputable third party for the designated managers and coaches for all teams comprised of players under eighteen (18) years of age. Such background checks will include a search of sex offender registries.
- The Affiliate is solely responsible for determining whether any conviction disqualifies any employee/volunteer. If requested by the Village, the Affiliate will provide the Village with the name of the third party retained in any given year to conduct such background checks and describe the background check package selected by the Affiliate so that the Village can confirm the scope of the background checks conducted on behalf of the Affiliate.
- The Affiliate understands and agrees that it solely responsible for determining whether any staff, employee, or volunteer is qualified and suitable for any Affiliate position and/or activity and that the Village is not responsible for any hiring or retention decision.
- Registration for membership/tryouts must not exclude residents of the Village that meet all requirements for such membership/tryouts.
- The Affiliate shall comply with all applicable local, state, and federal laws, including, but not limited to the Illinois Human Rights Act, the American with Disabilities Act, and the Civil Rights Act of 1964.
- The Affiliate shall base employment, volunteer, and participation criteria upon personal capabilities and qualifications without discrimination because of race, color, religion, sexual orientation, sex (except as an appropriate division for athletics programming), national origin, age (except as an appropriate division of programming levels for youth athletics programming), marital status, or any other protected characteristic as established by law.
- The Affiliate and Village agree to meet annually reviewing the agreement and evaluating the season by September 30.

#### Facility Use

- The Village hereby authorizes the Affiliate to use and operate : Oak Ridge Park, Zurites Park and Paulus Park (sled hill area of park) fields as they are presently constituted for rugby activities authorized by the Affiliate.
- The Village acknowledges that the fields are important to the Affiliate in conducting its own financial business and maintaining its financial self-sufficiency in ~~accordance~~ with above.
- Priority scheduling for the Village fields will be as follows:
  - Village of Lake Zurich
  - Affiliate
  - \*Community Groups
  - \*Residents
  - \*Non-Residents

\*These classified groups will be charged a fee based on the approved policy. If one of these groups rents the fields for rugby practices, games or camps, the rental revenue will be collected and kept by the Village. The Village agrees to contact Affiliate to coordinate the rental schedule.
- It is the sole responsibility of the Affiliate to determine whether any field for which Affiliate is granted

a license hereunder is safe, suitable, and/or appropriate for any intended use by the Affiliate, despite any notice provided to the Village, including, but not limited to, weather conditions, soil or other unsafe circumstances or field conditions. If the fields are not safe, they should not be used.

- The Affiliate shall promptly report to the Village any unsafe condition of which the Affiliate becomes aware on any of the fields for which the Affiliate is granted a license hereunder (subsurface conditions, holes in sports fields, broken equipment, etc.).
- The Affiliate is solely responsible for providing supervision and security services, as needed, for any and all Affiliate activities.
- The Village does not assume any responsibility, care, custody, or control of any Affiliate property or equipment brought upon or stored upon Village property. The Affiliate is solely responsible for the safety and/or security of any Affiliate property or equipment brought upon or stored on Village property.
- The Affiliate shall adhere to all applicable facility and Village ordinances, rules, regulations, policies, and procedures.
- The use of Village meeting rooms is based on availability and Village scheduling concerns. The Village retains the right to move, cancel or reschedule meetings based upon Village needs.
- The Village shall keep in force at all times during the term of this agreement Commercial General Liability Insurance or self-insurance, specifically including bodily injury, personal injury and property damage with limits of not less than \$1,000,000 per occurrence, written on an occurrence basis. Neither the purchase of this insurance nor the provisions of this section shall serve to limit or waive in any fashion the Village's protections from liability under Illinois law or the Illinois Local Governmental and Governmental Employees Tort Immunity Act, as amended.

#### **Improvement, Repair, Replacement and Acquisition Costs**

- Purchases must be approved by a majority vote by the Village and Affiliate Boards according to the respective agencies purchasing policies.
- The Affiliate agrees to pay one hundred (100%) for costs associated with any equipment storage facility that is provided by the Affiliate and used for storage of Affiliate equipment.
- The Village shall have no obligation to undertake any projects or improvements related to any of the property covered by this Agreement.
- The Affiliate will work with the Village, to the extent reasonably possible, to contribute to the maintenance, repair and improvement of fields used by the Affiliate but under no circumstance will the Affiliate be required to contribute to such maintenance, repairs or improvements without prior written approval by the Affiliate.

#### **Advertisement**

- The Village will provide the Affiliate with a maximum of one-quarter page of advertising in their seasonal program guide. The Affiliate is responsible for providing information for the advertisement, and the Village will design the advertisement with consultation of the group. A copy of the Village's Program Guide Production Timeline, which established deadlines for promotional copy, will be given the group on an annual basis.

**Insurance and Indemnification**

- The Affiliate shall procure and maintain for the duration of this agreement, the following insurance against claims for injuries to persons or damages to property which may arise from or in connection with any of Affiliate's activities:

**Commercial General Liability Insurance**

- Affiliate shall provide, on an annual basis on or before March 1<sup>st</sup> of each year, a Certificate of Insurance evidencing general liability insurance for the Affiliate with limits not less than \$1,000,000 for personal injury and property damage combined and \$2,000,000 aggregate for personal injury and property damage combined. Affiliate shall also name the Village as an additional insured on the aforementioned general liability insurance and the Affiliate's policy shall be designated as primary in coverage as to any injury or damage arising out of Affiliate's programs or activities.

**Workers Compensation Insurance**

- If applicable, the Affiliate shall maintain workers compensation and employers liability insurance. The commercial umbrella and/or employers liability limits shall not be less than \$500,000 each accident for bodily injury by accident or \$500,000 each employee for bodily injury by disease.

**General Insurance Provisions****Evidence of Insurance**

- Upon request, the Affiliate shall provide a certificate of insurance as evidence that the insurance requirements under this Agreement are current and remain in effect. All certificates of insurance shall provide for 30 days' written notice to the Village prior to the cancellation or material change of any insurance referred to therein except for notices of cancellation for non-payment which shall be 10 (ten days). Written notice to the Village shall be by certified mail, return receipt requested.
- Failure of a party to demand such certificate, endorsement or other evidence of full compliance with these insurance requirements or failure of the Village to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Affiliate's obligation to maintain such insurance.
- The Village shall have the right, but not the obligation, of prohibiting the Affiliate from using any field for which Affiliate is granted authorization hereunder until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by Village.
- Failure to maintain the required insurance may result in termination of this agreement at Village's option.
- The Affiliate shall provide certified copies of all insurance policies from its insurers required above within 10 days of the execution of this agreement.

**Acceptability of Insurers**

- For insurance companies which obtain a rating from A.M. Best, that rating should be no less than A VII using the most recent edition of the AM. Best's Key Rating Guide. If the Best's rating is less than A VII or a Best's rating is not obtained, the Village has the right to reject insurance written by an insurer it deems unacceptable.

**Deductibles and Self-Insured Retentions**

- Any deductibles or self-insured retentions must be declared to the Village. At the option of the Village, the Affiliate may be asked to eliminate such deductibles or self-insured retentions as respects to the Village, its

officers, officials, employees, volunteers and agents or required to procure a bond guaranteeing payment of losses and other related costs including but not limited to investigations, claim administration and defense expenses.

#### **Indemnification**

- The Affiliate shall indemnify and hold harmless the Village and its officers, officials, employees, volunteers and agents from and against all claims, damages, losses and expenses, including but not limited to legal fees (reasonable attorney's and paralegals' fees and court costs), arising from or in any way connected with (i) the Affiliate's conduct or management of the fields for which Affiliate is granted a license hereunder, any business or activity therein that is related to the activities of the Affiliate, or any work or thing whatsoever done by Affiliate, or condition created in or about the fields by Affiliate; (ii) any act, omission wrongful act or negligence of the Affiliate or any of the Affiliate's partners, directors, officials, officers, agents, employees, members, volunteers, participants, invitees, licensees, contractors, or subcontractors; (iii) any accident, injury or damage whatsoever occurring in or upon any field for which Affiliate is granted a license hereunder that is related to the activities of the Affiliate, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Paragraph. The Affiliate shall similarly protect, indemnify and hold and save harmless the Village, its officers, officials, employees, volunteers and agents against and from any and all claims, costs, causes, actions and expenses including but not limited to legal fees, incurred by reason of the Affiliate's breach of any of its obligations under, or the Affiliate's default of, any provision of this agreement.
- The Village agrees to indemnify and hold harmless the Affiliate, and its officers, agents, employees, members, participants and volunteers, from any and all claims, causes of action or liability arising out of or from the use of the fields by the Village, including but not limited to any claim made by any spectator, guest, invitee or trespasser for y personal injury or property damage sustained by any such person or entity in any or the fields caused solely by the Village's use of the fields, unless the claim, cause of action or liability arises solely from the negligence or wrongful conduct of the Affiliate and/or any officer, agent, employee, participant, member or volunteer of the Affiliate. This provision shall not be construed to negate, abridge, or otherwise reduce the indemnification obligations of the Affiliate as stated in Section IV 4(a) above, and the Affiliate's obligation to inspect and maintain the fields prior to and during their use, regardless of their use by any other party, including the Village.
- This provision shall not be construed to limit the Village's immunities as provided in the Local Governmental and Governmental Employees Tort Immunity Act, (745 ILCS 10/1, et seq.

#### **No Third-Party Beneficiary**

- This Agreement is entered into solely for the benefit of the contracting parties, and nothing in this Agreement is intended, either expressly or impliedly, to provide any right or benefit of any kind whatsoever to any person or entity who is not a party to this Agreement, or to acknowledge, establish or impose any legal duty to any third party.

#### **Termination and Duration**

- The initial term of this Agreement shall commence on the date hereof and end on December 31, 2027. Thereafter, this Agreement shall be deemed automatically renewed for successive one-year periods unless either party shall advise the other party in writing of its intention not to renew the Agreement at least six (6) months prior to the annual renewal date of its intention not to renew the agreement, unless

the Parties otherwise mutually agree in writing to terminate the Agreement.

- The Village retains the right to terminate this Agreement due to a breach by the Affiliate of its obligations under this Agreement, due to misconduct of the Affiliate or for misuse of property by the Affiliate, for purposes deemed necessary for public safety or preservation of property, or if termination serves the interests of Village residents, as reasonably determined by the Village.
- The Agreement may be amended by the written approval of both Parties.

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed by a duly authorized officer thereof as of the date first above written.

\_\_\_\_\_  
Village of Lake Zurich

\_\_\_\_\_  
Lake Zurich Youth Rugby

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date



# Lake Zurich Youth Rugby

Park and Recreation Advisory Board Review

# Agenda

- Mission
- Background on youth rugby
- Who can participate?
- Costs
- Practice days/locations
- Training regimen
- Roadmap
- Background on the coaches

# Mission

To improve the social and physical health of the youth in Lake Zurich (and surrounding suburbs), by building the community and participation in the sport of Rugby.

## Roadmap:

- **Year 1**, keeping it casual and using the opportunity to gauge real interest. Arrange a few scrimmages with other youth programs, but likely no competitive tournaments yet.
  - Also in year 1, we are working on getting Chicago's professional MLR team (Hounds) to come out and do a camp for the kids + provide some equipment and balls!
- **Year 2**, ramping up and recruiting more kids. Now we're entering the major competitive youth tournaments and making a name for LZ Rugby! Also starting to see if there's runway for a middle school level program.
- **Beyond**, if we keep kids interested and they grow with the program, those kids help us build a middle school level, and maybe eventually a high school level program.



## Background on youth rugby



Rookie Rugby is a game played in schools and communities across Illinois.

Children of all ages and abilities can easily pick up the game and begin playing right away. The rules are simple, the game is easy to learn, and minimal equipment is required.



Rugby is a highly social sport with plenty of interaction between team members. Players will learn how to work well as a team and will think about how decisions that are made will benefit not just themselves, but also their peers.

# Who can participate?

- Rookie Rugby (our year 1-3 roadmap): co-ed ages 5-10
- Middle school level:
  - Boys Seniors (U15, 6th-8th grade)
  - Girls Seniors (U15, 6th-8th grade)
  - Juniors (U13, 4th-6th grade)
- High school level is anything over

# Costs

Our intention is to offer the program for less than \$50.00 for the entire season, which would cover:

- Team shirt the kids can keep
- Tournament registrations
  - We're able to make this so affordable for families, as we already have fundraising at \$7k – this will help us buy all of the equipment for the kids and the field, as well as a jersey "kit" that we'll need for the first few years.

The only other cost would be for the kids to register with Rugby Illinois (fees detailed here):

Role	SYRO Fee	Council Fee	National Fee	Notes
Rookie Rugby	\$20	\$5	\$5	Non-Contact Touch Rugby players 8-10.
Youth Player	\$20	\$11	\$24	Youth player 10-14 playing contact rugby.
High School	\$20	\$11	\$24	High School player 15-18 playing contact rugby.

## Practice days/locations

- Mondays and Wednesdays 5:30 – 6:30
  - We'll gauge if different times work better for majority of parents
- Location options discussed so far:
  - Oak Ridge Park (351 Lions Drive)
  - Paulus Park (200 South Rand Road)

# Training regimen

- Goal #1 – make this fun. Kids will work harder and get better fitness when they enjoy the drills/games
  - Sharks and minnows: game to teach evasive running and building fitness
  - Monkey in the middle: game to teach teamwork and rugby passing
  - Beat the defender: game to teach running in a rugby line together and passing timing to get past defense (also builds fitness)
  - Box flag-pull drill: a last-kid standing game to hone flag pulling skill
  - And plenty more games that will build the skills and fitness
- Goal #2 – teach the basic rules of the game through hands on walkthroughs

## Background on the coaches

- James Peters and Roger Comins
- 40 years combined experience at HS, Collegiate, and Men's D3
- James is a current coach for the Lake Zurich Flames
- Rugby SAFE certified, Basics and Concussion protocol training
- Both have kids excited to participate in the program







*At the Heart of Community*

FINANCE DEPARTMENT

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

MEMORANDUM

Date: November 22, 2024  
To: Ray Keller, Village Manager *PK*  
From: Amy Sparkowski, Director of Finance  
Subject: Selection of Financial Statement Auditors

AGENDA ITEM  
7i

**Issue:** As a government agency, the Village is required to have an annual audit of the financial statements. Baker Tilly US, LLP of Oak Brook has provided these services for the Village since 2018. As the contract with Baker Tilly has expired, the Village issued a request for proposal (RFP) from qualified auditing firms to provide these services for the next five years.

**Strategic Plan:** Promote financial stability. Periodically sending a Request for Proposal allows the Village to seek out qualified independent auditors with assurance that competitive options are reviewed. This opportunity ensures the Village continues to receive effective and reliable audit services.

**Analysis:** The goal of the RFP process is to enter into an agreement with a reputable firm to audit the financial statements for the fiscal years 2024 through 2028. The selected firm will be required to provide audit services in accordance with generally accepted auditing standards, promulgated by the American Institute of Certified Public Accountants (AICPA), and Government Auditing Standards issued by the Comptroller General of the United States.

Scope of the work to be performed annually includes an audit of all the funds, accounts, capital assets, long term debt and activities of the Village. The auditor will express an opinion on the fair presentation of the financial position of the governmental activities, the business-type activities, and the fiduciary funds in conformity with accounting principles generally accepted in the United States of America. The auditor will prepare, edit and produce all sections of the ACFR of the Village each year based on financial and other information provided by the Village. The auditor is responsible for the compilation of the State of Illinois Annual Financial Report for the Village. As a potential recipient of Federal financial assistance, the Village may be required to have an

audit performed in accordance with OMB Circular A-133 (Single Audit Act). If such audit is required, the auditing firm would be required to prepare a report in accordance with this Act and electronically submit the certified Data Collection Form. The Village will send its annual comprehensive financial report to the GFOA for review in its Certificate of Achievement for Excellence in Financial Reporting program. In accordance with this award program, the auditor will assure that the Village's ACFR conforms to the provisions of the program.

The RFP was sent to seven audit firms with governmental units. As recommended by GFOA in their best practices for audit services, the incumbent firm is allowed to submit a proposal to continue services provided their work has been satisfactory in the past. Since staff has been pleased with Baker Tilly to date, they were allowed to submit a proposal to continue services. Two proposals were received from qualified firms: Galleros Robinson and Baker Tilly.

The biggest differentiators between the proposals were the firm's experience and the fees. The proposed fees are all-inclusive for the scope of work outlined in the proposal. No additional fees can be charged without express written consent from the Village Manager or the Director of Finance. As can be seen by the summary below, the final year fees proposed by Baker Tilly are significantly less than the fees proposed by Galleros Robinson. Additionally, Baker Tilly has more experience with local government audit.

	YEAR 1		YEAR 5	
	Baker Tilly	Galleros Robinson	Baker Tilly	Galleros Robinson
Financial Audit and Statements	\$ 44,800	\$ 45,000	\$ 54,600	\$ 65,000
Annual Financial Report for State of Illinois Comptroller	\$ 1,800	\$ 1,800	\$ 2,300	\$ 2,600
TIF Compliance Reports	\$ 5,600	\$ 6,000	\$ 7,200	\$ 8,000
Consolidated Year End Financial Report	\$ 1,600	\$ 1,500	\$ 2,000	\$ 2,000
Total Proposal Price	\$ 53,800	\$ 54,300	\$ 66,100	\$ 77,600
Single Audit if required	\$ 6,900	\$ 7,700	\$ 8,600	\$ 18,000

**Recommendation:** After a comprehensive review of the proposals, staff recommends the Village enter a five-year engagement with Baker Tilly Virchow Krause, LLP as proposed in their response dated October 24, 2024.

Staff hereby requests the Village Board authorize the Village Manager to execute an agreement for auditing services with Baker Tilly US, LLP for financial periods of 2024 through 2028 as proposed.

w/Attachments: Response to RFP for Auditing Service from Baker Tilly Virchow Krause, LLP





October 24, 2024

# Village of Lake Zurich

## Proposal for professional auditing services

*Where outstanding accuracy means unlimited vision.*

**Submitted by**

Joseph Lightcap, CPA, Managing Director  
Baker Tilly US, LLP  
1301 W. 22nd St, Suite 400  
Oak Brook, IL 60523  
+1 (630) 645 6215  
[joe.lightcap@bakertilly.com](mailto:joe.lightcap@bakertilly.com)

# Contents

TRANSMITTAL LETTER .....	1
FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES .....	2
PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE .....	12
AUDIT APPROACH .....	15
FEE PROPOSAL .....	19
REFERENCES .....	23
RESUMES .....	25
SAMPLE ACFR .....	32
AFFIDAVITS .....	33
EXCEPTIONS TO THE SPECIFICATIONS.....	38



The information provided here is of a general nature and is not intended to address the specific circumstances of any individual or entity. In specific circumstances, the services of a professional should be sought.

Baker Tilly US, LLP and Baker Tilly Advisory Group, LP and its subsidiary entities provide professional services through an alternative practice structure in accordance with the AICPA Code of Professional Conduct and applicable laws, regulations and professional standards. Baker Tilly US, LLP is a licensed independent CPA firm that provides attest services to clients. Baker Tilly Advisory Group, LP and its subsidiary entities provide tax and business advisory services to their clients. Baker Tilly Advisory Group, LP and its subsidiary entities are not licensed CPA firms.

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## Transmittal letter

October 24, 2024

Amy Sparkowski, Director of Finance  
70 E Main Street  
Lake Zurich, IL 60047  
*Delivered electronically*

Baker Tilly US, LLP  
1301 W. 22nd St, Suite 400  
Oak Brook, IL 60523  
T: +1 (630) 990 3131  
F: +1 (630) 990 0039  
bakertilly.com

Dear Ms. Sparkowski:

The Village of Lake Zurich (the Village) is seeking proposals from qualified, certified public accountants (CPA) to provide professional auditing services for fiscal years ending December 31, 2024, through December 31, 2028, along with a Village option to extend for an additional five years.

As your current auditor, we have a deep understanding of the Village's operations and the unique concerns that affect them. This proposal covers our vision of how we can meet your goals and provide valuable insights along the way. Luckily, we don't just crunch numbers. We chart a course for efficiencies, innovation and transparency. We'll leverage our knowledge of the Village's operations and our established working relationship, as well as our experience auditing other similar municipalities in Illinois, to your benefit.

### WE KNOW LAKE ZURICH AND LOCAL GOVERNMENTS

Auditing local governments has been a focus at Baker Tilly for more than 90 years. Serving organizations like the Village is central to what we do. In addition to auditing the Village, we audit hundreds of local governments throughout Illinois. This makes us even more effective at helping you implement regulations and adopt new standards, all while bringing solutions that address the complexities of governmental finance and your unique opportunities within it.

### OUR PROJECT MANAGEMENT APPROACH IS A PROVEN PROCESS FOR PROGRESS

We've geared our project management framework to deliver efficient audit solutions, including a clear process that outlines the Village's involvement, approval and sign-off on key project activities and deliverables. With an emphasis on upfront planning, data gathering and proactive communication, we'll work as a team, welcoming ongoing Village staff participation from the start and throughout our mission to meet the Village's required reporting deadlines.

This proposal is a firm and irrevocable offer for one hundred twenty (120) days.

More than anything, as your auditor provider, we're passionate about continuing to work together to forge new paths for success and discover new opportunities to thrive.

Sincerely,

Joseph Lightcap, CPA, Managing Director  
+1 (630) 645 6215 | [joe.lightcap@bakertilly.com](mailto:joe.lightcap@bakertilly.com)

## Firm qualifications, experience and references

*Baker Tilly has served state and local governments since our establishment more than 90 years ago. We are one of the few advisory, tax and assurance firms with a practice dedicated entirely to serving governmental clients.*

6.1. References: Provide references of at least five (5) current clients similar in scope to the Village and/or other governmental references for your firm.

### Demonstrating that we've been down this path before

The experiences of our clients speak more to Baker Tilly's capabilities than any proposal ever could. That's why we encourage you to talk with our clients. Here are a few individuals who welcome the opportunity to share their Baker Tilly experience.

Each will give you an authentic perspective as you consider your own needs.

#### VILLAGE OF DEERFIELD

<b>Name</b>	Eric Burk	<b>Title</b>	Director of Finance
<b>Phone</b>	+1 (847) 719 7432	<b>Email</b>	<a href="mailto:eburk@deerfield.il.us">eburk@deerfield.il.us</a>
<b>Services</b>	Financial audit and single audit since 2017		

#### CITY OF LAKE FOREST

<b>Name</b>	Elizabeth Holleb	<b>Title</b>	Finance Director
<b>Phone</b>	+1 (847) 810 3612	<b>Email</b>	<a href="mailto:hollebe@cityoflakeforest.com">hollebe@cityoflakeforest.com</a>
<b>Services</b>	Financial audit, TIF and single audit since 2016		

#### VILLAGE OF LEMONT

<b>Name</b>	Darshana Prakash	<b>Title</b>	Finance Director
<b>Phone</b>	+1 (630) 243 2708	<b>Email</b>	<a href="mailto:dprakash@lemont.il.us">dprakash@lemont.il.us</a>
<b>Services</b>	Financial audit and TIF audit since 2011		

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

### CITY OF HIGHLAND PARK

<b>Name</b>	Julie Logan	<b>Title</b>	Finance Director
<b>Phone</b>	+1 (847) 432 0800	<b>Email</b>	<a href="mailto:jlogan@cityhpil.com">jlogan@cityhpil.com</a>
<b>Services</b>	Financial audit, single audit and TIF compliance audits since 2013		

### VILLAGE OF SCHAUMBURG

<b>Name</b>	Lisa Petersen	<b>Title</b>	Finance Director
<b>Phone</b>	+1 (847) 895 0007	<b>Email</b>	<a href="mailto:lpetersen@schaumburg.com">lpetersen@schaumburg.com</a>
<b>Services</b>	Financial audits, TIF compliance audits and single audits since 2020		

**EXPERIENCE MATTERS. ESPECIALLY THE EXPERIENCE OUR CLIENTS RECEIVE**  
*Connect with our clients to learn more. Additional references are available by request.*

6.2. Size and Location: Identify the size of the firm, the size of the firm's governmental audit staff, the location of the office from which the work on this engagement is to be performed,

## Guiding you with our resources, reputation and reach

Our ranking as the 10th-largest accounting firm means we're actively leading and shaping the industry landscape. We have a seat at the table with regulators and public sector associations, which translates to the opportunity to share our clients' perspectives and bring valuable insights back to the Village.

What does our size mean for you? It's about having a powerhouse team of passionate professionals unafraid to roll up their sleeves and provide hands-on support for the Village. It's about team members brimming with thoughtful ideas, backed by the scale of a firm genuinely dedicated to your success.

When you choose Baker Tilly, you're not just choosing a leading advisory, tax and assurance firm. You're choosing a skilled navigator for the road ahead.

### Our size isn't just a number

It's a testament to our resilience and ability to lead you into the future, no matter the climate. With nearly a century of experience, we've honed our skills and adapted to evolving markets.



**10th-**  
largest U.S.  
accounting firm



**6,700+**  
team members,  
600+ principals



**90+**  
years in  
business



**1,800+**  
Certified Public  
Accountants



**\$1.81B**  
firm revenue  
in FY2024



**50+**  
U.S. office  
locations



**250+**  
workplace and  
culture awards

### GIVING YOU THE TOOLS YOU NEED TO NAVIGATE THE FUTURE

*Baker Tilly will successfully guide the Village through changing landscapes with skills, stability and strength as one of the oldest and largest advisory, assurance and tax firms in the United States.*

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

### Investing our resources in Illinois

The Village's engagement will continue to be staffed out of our Oak Brook office.

Baker Tilly has more than 950 professionals across two Illinois locations, including our headquarters in Chicago. For the Village, that means exceptional service from a local team who has an in-depth understanding of economic conditions, knowledge of regional and state regulations and local assistance, you won't have to go far.

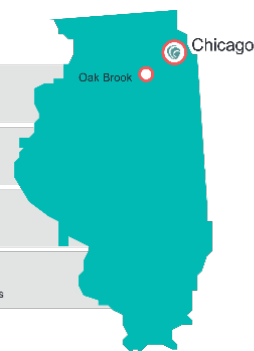
#### Illinois local presence

**2,900+**  
Illinois clients

**Two offices**  
in the state of Illinois

**40+ years**  
of experience serving area clients

**950+**  
professionals in the state of Illinois



Baker Tilly office locations  
 Baker Tilly headquarters

### Delivering specialized expertise to our public sector clients

State and local government is a complex, unique environment shaped by fiscal, regulatory and operational considerations not found in other sectors. Recognizing this complexity and eager to serve as a true valued advisor to the public sector, Baker Tilly formalized its dedicated public sector specialization more than 50 years ago. **Today, more than 350 Baker Tilly professionals — including nearly 30 principals** — focus directly on serving governments and provide hundreds of thousands of client service hours annually to organizations like the Village.

Nationwide, our public sector practice serves nearly 4,000 state and local governmental entities, including municipalities, counties, school districts, utilities, transit organizations, airports and special authorities. Several of these client groups are now served by dedicated specialists in distinct sub-practices.

#### Public sector: Experience that matters



#### COMMITMENT TO THE PUBLIC SECTOR

*Baker Tilly has been in business for more than 90 years, and public sector entities were some of our first clients.*

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

### Serving Illinois government clients

The Village will benefit from the expertise we've gained by providing services to nearly 4,000 state and local governments nationwide. The following represents a sampling of our Illinois state and local government clients. We are glad to provide references upon request.

#### ILLINOIS GOVERNMENT CLIENTS

##### Illinois city clients

Bloomington  
Blue Island  
Chicago  
Galesburg  
Hickory Hills  
Highland Park  
Lake Forest  
Moline

##### Illinois county clients

DeKalb  
DuPage  
Kane  
Lake  
McHenry  
Peoria  
Rock Island  
Will  
Winnebago

##### Illinois village clients

Broadview  
Chicago Ridge  
Deerfield  
Glenview  
Hodgkins  
Lake Zurich  
Lemont  
Lincolnshire  
Lisle  
Mahomet  
Maywood  
McCook  
Northfield  
Oak Lawn  
Sauk Village  
Schaumburg

##### Illinois utility clients

DuPage County Water and Sewerage System  
Fox River Water Reclamation District  
Glenbard Wastewater Authority  
Metropolitan Water Reclamation District of Greater Chicago  
Illinois Municipal Electric Agency  
Thorn Creek Basin Sanitary District

##### Illinois library clients

Bedford Park  
Highland Park  
Hodgkins  
McCook

##### Other entities

Chicago Teachers' Pension Fund  
Cook County Deferred Compensation Plan  
Cooperative Association for Special Education  
DuPage County Health Department  
Forest Preserve District of Cook County  
Forest Preserves of Winnebago County  
Greater Peoria Mass Transit District  
Hodgkins Park District  
Illinois Department of Human Services  
Illinois State Board of Education  
Lake County Forest Preserves  
Pace Suburban Bus Service  
Regional Transportation Authority  
Rockford Mass Transit District  
Springfield Mass Transit District

Baker Tilly also audits more than 60 public school districts in the state, including Chicago Public Schools.

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

### Ensuring independence

Baker Tilly and our principals and staff are independent with respect to the Village as defined by GAAS and the Government Auditing Standards set forth by the U.S. GAO. We will maintain an independent attitude and appearance through the full term of the engagement.

Formal independence guidelines are contained in our Employee Handbook based on rules and regulations established by the Comptroller General of the United States and the AICPA.

We have no knowledge of any business, investment or family relationships with the Village, its agencies, officials, department heads or other employees and personnel of our firm that would impair our independence.

### Documenting our licensure

Baker Tilly is licensed to practice public accounting in various states across the U.S. State licensing certifications are documented and can be provided upon request. All key CPAs assigned to the Village's engagement are licensed to practice public accounting.

### Focusing on municipal accounting and financial administration

We understand it is essential for the Village's auditors to have a deep understanding of the sector and its complex accounting requirements and standards. Baker Tilly's public sector auditors have deep experience and expertise in auditing municipalities. Below we highlight our experience in several relevant areas, including implementing Government Accounting Standards, performing single audits and how we stay involved and keep you up-to-date on the ever-evolving landscape of government accounting.

#### Implementing new Governmental Accounting Standards Board (GASB) standards

We will continuously monitor GASB pronouncements — both issued and proposed — to evaluate how they impact the Village. We will discuss these impacts with the Village through various audit phases, from planning to fieldwork and audit completion.

We provide educational resources as well as tools and templates to help our clients with implementation at [bakertilly.com](http://bakertilly.com).

Baker Tilly is prepared to assist the Village with new GASB standards, as applicable. This will include providing preliminary insights and guidance on the newest standards to be implemented, such as GASB 101, Compensated Absences, GASB 102, Certain Risk Disclosures and GASB 103, Financial Reporting Model Improvements.

#### Offering the Village significant single audit experience

Since the passage of the Single Audit Act of 1984, Baker Tilly has recognized the importance of providing guidance to our clients in this highly complex, specialized area. Our firm currently performs more than 700 single audits each year and ranks in the top four nationally based on the number of audits conducted by CPA firms.

Our depth of experience with single audits places us in a leading position to perform high-quality single audits for the Village when one is required.

#### Single audit leadership

Baker Tilly conducts more than 700 single audits each year, ranking in the top four nationally based on the number of audits conducted by CPA firms.



## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

### Helping the Village continue earning the Government Finance Officers Association (GFOA) Certificate of Achievement for Excellence in Financial Reporting (COA)

You require a firm that successfully supports clients to excel in receiving the COA from the GFOA. Baker Tilly is that firm. We are heavily involved with the COA program by volunteering staff time to serve as report reviewers for the GFOA. We will be responsible for the final technical review of your Annual Comprehensive Financial Report (ACFR) to align with COA application criteria.

GFOA CERTIFICATE OF ACHIEVEMENT AWARD RECIPIENTS			
Counties	Cities	Towns/villages	Other entities
Dane, WI	Beloit, WI	Ashwaubenon, WI	Brazos River Authority, TX
DeKalb, IL	Bloomington, IL	Bayside, WI	Brownsville Public Utilities Board, TX
Delaware, PA	Brookfield, WI	Cave Creek, AZ	Chicago Public Schools, IL
DuPage, IL	Bullhead City, AZ	Chino Valley, AZ	Daisy Mountain Fire District, AZ
Kane, IL	Casa Grande, AZ	Deerfield, IL	Ferguson Township, PA
La Crosse, WI	El Mirage, AZ	Dewey-Humboldt, AZ	Forest Preserve District of Cook County, IL
Lake, IL	Fitchburg, WI	Florence, AZ	Grand Rapids Public Utilities Commission, MN
Lycoming, PA	Franklin, WI	Germantown, WI	Guadalupe Blanco River Authority, TX
McHenry, IL	Galesburg, IL	Glenview, IL	Lake County Forest Preserves, IL
Milwaukee, WI	Green Bay, WI	Grafton, WI	Las Vegas Valley Water District, NV
Olmsted, MN	Highland Park, IL	Lake Zurich, IL	Metropolitan Water Reclamation District, IL
Racine, WI	Janesville, WI	Lemont, IL	Milwaukee Metropolitan Sewage District, WI
Rock Island, IL	Kingman, AZ	Lisle, IL	Milwaukee Public Schools, WI
Sauk, WI	Lake Forest, IL	Marana, AZ	New Braunfels Utilities, TX
Scott, IA	Madison, WI	Northfield, IL	North Shore Fire Department, WI
St. Louis, MN	Mequon, WI	Oak Lawn, IL	Northwest Fire District, AZ
Walworth, WI	Middleton, WI	Oro Valley, AZ	Oak Creek Water and Sewer Utility, WI
Washington, WI	Milwaukee, WI	Paradise Valley, AZ	Rockford Public Schools, IL
Waukesha, WI	Moline, IL	Roselle, IL	San Antonio River Authority, TX
Will, IL	Neenah, WI	Schaumburg, IL	San Antonio Water System, TX
Winnebago, IL	Oconomowoc, WI		Saint Paul Public Housing Agency, MN
	Prescott, AZ		Thorn Creek Basin Sanitary District, IL
	Rosemount, MN		VIA Metropolitan Transit, TX
	Safford, AZ		VIA Metropolitan Transit Retirement Plan, TX
	Sun Prairie, WI		
	Thatcher, AZ		
	Tolleson, AZ		
	West Bend, WI		

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

Below is a list of current Baker Tilly GFOA report reviewers. Members of your engagement team are highlighted in bold.

BAKER TILLY GFOA REVIEWERS	
Amanda Blomberg, Managing Director	Brian Hemmerle, Principal
Sommer Cannon, Director	Steve Henke, Senior Manager
John Compton, Jr., Principal	Cailee Lewis, Senior Manager
Jason Coyle, Principal	<b>Joseph Lightcap, Managing Director</b>
Jodi Dobson, Principal	<b>Michael Malatt, Principal</b>
Paul Frantz, Principal	Amanda Mboga, Senior Manager
Nick Goeman, Senior Manager	John Rader, Managing Director
Sheanne Hediger, Principal	Wendi Unger, Principal

### Prioritizing sector involvement and knowledge sharing

By actively participating in local and national associations, we ensure that our clients stay ahead of industry developments that may impact them. Our memberships and roles as authors, speakers, trainers and promoters of governmental accounting and auditing equip us to help clients implement new regulations and standards efficiently. This involvement allows us to provide clients with timely, relevant information and serve as a reliable resource for both complex and routine accounting and auditing issues.

BAKER TILLY TEAM MEMBERS ARE INVOLVED WITH THE FOLLOWING SECTOR ASSOCIATIONS:	
<ul style="list-style-type: none"> <li>American Institute of Certified Public Accountants (AICPA)</li> <li>American Women's Society of Certified Public Accountants</li> <li>Association of Certified Fraud Examiners</li> <li>Association of Government Accountants</li> <li>Government Finance Officers Association</li> <li>Illinois CPA Society (ICPAS)</li> </ul>	<ul style="list-style-type: none"> <li>Illinois Government Finance Officers Association (IGFOA)</li> <li>Illinois Municipal Treasurers Association</li> <li>Information Systems Audit and Control Association</li> <li>Institute of Internal Auditors</li> <li>International City/County Management Association</li> </ul>

Baker Tilly does not just belong to these organizations. We are active members who serve on committees and support the organizations with our time and funds. For example:

- Baker Tilly Principal Jodi Dobson, our firm's public sector technical leader, completed a term on the AICPA State and Local Government Expert Panel in 2024
- Principal Jason Coyle, leader of our public sector practice in Illinois, is a member of the ICPAS Governmental Executive Committee and the IGFOA Technical Accounting Review Committee. In addition, principal Michael Malatt serves on the IGFOA Professional Education Committee.
- Baker Tilly Principal Blaine Jasper serves as a member of the Executive Committee for the American Institute of Certified Public Accountants (AICPA) Government Audit Quality Center (GAQC)

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

Local government associations frequently seek our expertise to analyze proposed changes, recommend improvements, and identify impacts on our clients' operations. Baker Tilly provides ongoing training and develops educational programs on GASB pronouncements, budgeting, taxation, local income taxes, and other legislative impacts.

*6.3. Staff: Identify the number and nature of the professional staff to be employed in this engagement on a fulltime basis and the number and nature of the staff to be so employed on a part-time basis.*

### Staffing the engagement

Below is a breakdown of staff that will be employed on the Village's engagement. We do not intend to use any part-time resources.

STAFF LEVEL	NUMBER ASSIGNED
Principal/Managing Director	2
Manager	1
Senior Associate	1
Associate	1

*6.4. External Quality Control Review: Submit a copy of the report on its most recent external quality control review, with a statement whether that quality control review included a review of specific government engagements.*

### Meeting the industry's highest standard through quality peer review

There's substance beyond our words. Our proposal to you is backed by a depth of experience and dedication — and it comes to you complete with solid proof. We're proud to share the result of our most recent peer review, completed in October 2021. The review included specific government engagements. We are currently undergoing our triennial peer review and can share the results with the Village upon completion.

Baker Tilly received a "pass" report — the highest level of confidence we can obtain regarding our quality control. This is not a new phenomenon; we've achieved this top level every single year. As with past years, no letter of comments was issued.

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES



### Report on the Firm's System of Quality Control

October 28, 2021

To the Partners of Baker Tilly US, LLP and the  
National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP (the firm) applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

#### Firm's Responsibility

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

#### Peer Reviewer's Responsibility

Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review.

#### Required Selections and Considerations

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act; audits of employee benefit plans; audits performed under FDICIA; audits of broker-dealers; and examinations of service organizations [SOC 1® and SOC 2® engagements].

As a part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

#### Opinion

In our opinion, the system of quality control for the accounting and auditing practice of Baker Tilly US, LLP applicable to engagements not subject to PCAOB permanent inspection in effect for the year ended March 31, 2021, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Baker Tilly US, LLP has received a peer review rating of *pass*.

*Moss Adams* LLP

## FIRM QUALIFICATIONS, EXPERIENCE AND REFERENCES

*6.5. Reviews: Information on the results of any federal or state desk reviews or field reviews of its audits during the past five (5) years.*

### Passing federal or state desk reviews or field reviews

Our work papers and procedures are subject to frequent review by federal regulatory agencies and state departments due to the significant amount of governmental work we perform and the numerous single audits we conduct each year. There were no significant findings for any such reviews.

*6.6. Disciplinary: Information on the circumstances and status of any disciplinary action taken or pending against the firm during the past five (5) years with state regulatory bodies or professional organizations.*

### Confirming no disciplinary actions

None of your Baker Tilly engagement team members have any complaints against them leveled by the state board of accountancy or any other regulatory authority.

*6.7. Litigation: Identify and describe any pending or previous litigation the firm was involved in over the past five (5) years which dealt with the quality of audit work or of pricing of auditing services rendered.*

### Standing strong, with a positive reputation for more than 90 years

Along the course traveled by any large business, litigation is a fact of life. Allegations of various common law and statutory violations are regularly made against large accounting and advisory firms like Baker Tilly. Baker Tilly does not disclose or discuss its litigation, which is generally disposed of in the normal course of business and under any applicable professional indemnity insurance policy.

We expect to resolve any pending matters without material detrimental impact on the firm. We enjoy the benefits of the positive reputation we've built and upheld for more than 90 years.

## Partner, supervisory and staff qualifications and experience

***A seasoned, familiar and specially selected team. We've curated a team of professionals with decades of experience in auditing municipalities in Illinois.***

7.1. The firm should identify the principal supervisory and management staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is licensed to practice as a certified public accountant in the State of Illinois. The firm also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past five (5) years and membership in professional organizations relevant to the performance of this audit.

### Leading the Village's audit services and uncovering opportunities along the way

Meet the audit team we've assembled to achieve everything you envision. Selected intentionally for your goals and backed by our specialized resources, these individuals are collaborative and multidisciplinary. Their passion for the public sector will make them an unstoppable force on your behalf.

#### THE TEAM TO ACHIEVE THE VILLAGE'S GOAL

***Your engagement leadership team orchestrates our services to bring the right people with the right experience together to move you forward***



**Joseph Lightcap, CPA – Managing Director**

**Engagement role: Engagement director**

Joe will guide the audit processes and teams, bringing deep experience and a solid history of success. He will keep the Village's audit running according to plan.

**Similar engagement**

- City of Lake Forest
- Village of Deerfield
- Village of Lemont



**Michael Malatt, CPA – Principal**

**Engagement role: Engagement quality reviewer**



Mike will review technical consultations, serving as a vigilant second set of eyes on every deliverable. This helps us maintain the highest level of quality, integrity, and satisfaction for the Village.

**Similar engagements**

- City of Highland Park
- City of Galesburg
- Village of Schaumburg

## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

### THE TEAM TO ACHIEVE THE VILLAGE'S GOAL

	<b>Taryn Gille, CPA – Manager</b>	
	<b>Engagement role: Audit manager</b>	<b>Similar engagements</b>
	We commit to open, clear and frequent communication, and Taryn will play an essential role in achieving that. She will continue to coordinate project management between the Village and Baker Tilly to deliver a seamless, collaborative audit. While gaining an in-depth understanding of your processes, Taryn will guide the Village through complex or unusual events and answer your day-to-day questions.	<ul style="list-style-type: none"> <li>• Village of Lisle</li> <li>• City of Moline</li> <li>• Village of Roselle</li> </ul>
	<b>Mark Brayne – Senior Associate</b>	
	<b>Engagement role: Audit senior</b>	<b>Similar engagements</b>
	Mark will be there at every step to oversee planning and fieldwork and keep things on course as he oversees the progress of staff associates during the audit process.	<ul style="list-style-type: none"> <li>• Village of Glenview</li> <li>• Village of Mahomet</li> </ul>

### AN INTEGRATED TEAM WORKING TOGETHER FOR SUCCESS

*Each professional on your team was selected for a reason, but it's our collective brainpower and collaboration that will ultimately make a difference for the Village.*

7.2. Additionally, the firm should provide resumes of key professional personnel [including the individual(s) who will assume the day-to-day responsibilities of managing and supporting this audit service] assigned to this specific engagement, indicating their experience with similar engagements.

Resumes are included in the section titled “**Resumes.**”

7.3. Engagement partners, managers, other supervisory staff and specialists may be changed if those personnel leave the firm, are promoted or are assigned to another office. The Village retains the right to approve or reject replacements.

### Keeping the Village's team consistently on track

We've handpicked the optimal team to serve the Village and we plan to keep them there. We guarantee they'll continue to serve you through the engagement (except for unforeseen circumstances, like a promotion or an exit from our firm). While they may alternate roles, all team members will know you, your business and your operations.

### Managing turnover and finding replacements

As a firm committed to progress, we recognize that our employees share our drive and initiative. That drive may take them to new levels in our organization. Or it may, on occasion, take them to other firms. While our employee retention strategies and numbers are impressive, turnover can happen, and when it does, we're ready.

## PARTNER, SUPERVISORY AND STAFF QUALIFICATIONS AND EXPERIENCE

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Our regional workforce planning managers are on hand to:

- Monitor job-needs requirements and staffing
- Communicate with all staff levels
- Resolve conflicts
- Generate and review reports
- Maintain client and team member information

When turnover happens, these managers immediately evaluate staffing needs and establish the level of expertise required to find the best replacement quickly.

Our engagement principals and managers then step in, quickly onboarding the new team member and minimizing any disruption to an engagement.

*7.4. The Partner and Manager (or "Lead") mentioned in response to this request for proposals can only be changed the bidder provided that replacements have substantially the same or better qualifications or experience. with the express prior written permission of the Village, which retains the right to approve or reject*

Baker Tilly acknowledges.



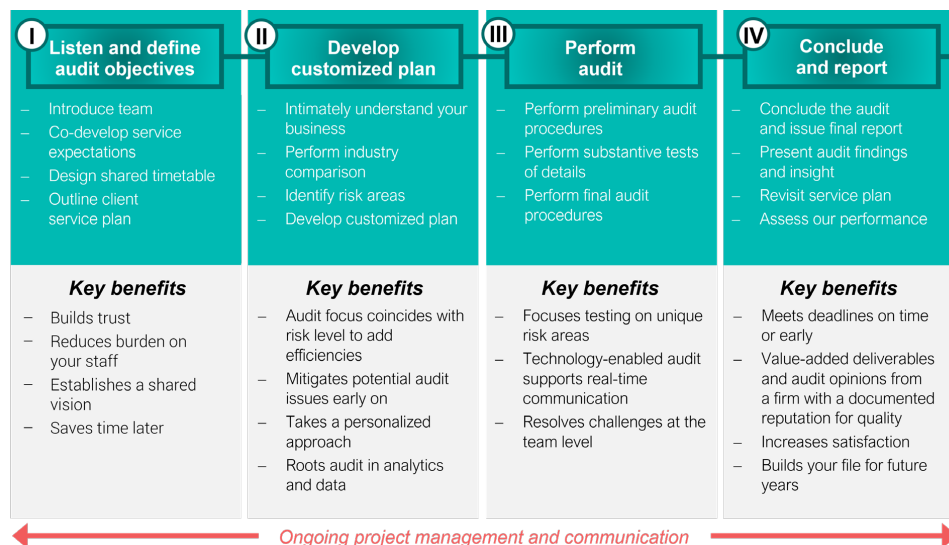
## Audit approach

*We've geared our audit approach and project management framework to deliver efficient audit solutions, including industry-specialized auditors and a clear process for meeting your reporting requirements and deadlines.*

### Designing a collaborative audit approach tailored to the public sector

**What** we do in terms of our audit approach is designed to deliver a high-quality audit. **How** we do it is what distinguishes our firm. To help the Village adapt to and benefit from change, Baker Tilly works hard to be a consultative assurance ally that proactively manages risk.

An overview of our collaborative, public sector-focused and advisory-based audit approach is detailed below.



#### TAILORED AUDIT APPROACH

*A high-touch audit service model assures the Village of accessibility, reliability and a tailored approach. We will work hard to gain your trust and solve problems through open, engaging dialogue and frequent communication.*

**AUDIT APPROACH***4.3.1. Adequacy of proposed staffing plan for various segments of the engagement***Detailing estimated staff hours on the audit**

Estimates of the time requirements for the Village's 2024 audit by staff level and segment of the engagement are as follows.

AUDIT SEGMENT	ESTIMATED STAFF HOURS				
	PRINCIPAL/ DIRECTOR	MANAGER	SENIOR	STAFF	TOTALS
Planning and administration	7	9	16	16	48
Risk assessments and internal control	7	9	15	15	46
Cash and investments	6	7	13	11	37
Revenue	10	13	22	22	67
Expenditures	10	13	22	22	67
Property	5	6	11	11	33
Financing/equity	4	6	10	10	30
Financial reporting	6	8	14	14	42
Single audit	4	5	8	8	25
<b>Total hours</b>	<b>59</b>	<b>76</b>	<b>131</b>	<b>129</b>	<b>395</b>

These estimated audit hours are based on the time we have actually spent, on average, performing the Village's audit in recent years.

## AUDIT APPROACH

### 4.3.2. Adequacy of sampling techniques

#### Determining sample sizes and performing statistical sampling

We may use audit sampling throughout the phases of the Village's audit because this allows us to perform an audit that is more cost-beneficial to you. We have identified the following audit sampling tests that may be used on the Village's audit:

- Substantive tests of details of balance sheet accounts
- Tests of controls
- Tests of compliance with laws and regulations

After reviewing and evaluating the Village's internal controls, we will decide on the internal control procedures we intend to test. We will set the expected error rate, audit risk and tolerable error rate parameters to determine the sample size we will generate. We may perform these procedures in the following areas:

- Cash receipts
- Cash disbursements
- Payroll
- Journal entries

We also plan to use audit sampling to perform substantive tests of certain balance sheet accounts, including accounts receivable and recorded vouchers payable. Our firm has customized statistical sampling tools that are in full compliance with all professional standards.

We expect to use the following sample ranges. However, these may increase or decrease based on the results of our understanding of the Village's internal controls:

TESTS OF CONTROLS	SAMPLE RANGES
Cash disbursements/expenditures	20–40 documents
Payroll	20–40 documents

## AUDIT APPROACH

### 4.3.3. Adequacy of analytical procedures

#### Performing analytical procedures

Analytical procedures we perform for the Village may range from simple comparisons to complex models involving many relationships and elements of data.

Generally accepted auditing standards require analytical procedures in all audits of financial statements. Our analytical procedures are performed at three points during the audit process — during planning as a tool to assess risk, during fieldwork as a substantive test of account balances and transactions, and during the final review of the financial statements to evaluate overall financial presentation and disclosure.

**Planning:** Analytical procedures are performed during our planning process to help us determine where we may need to focus additional attention.

**Fieldwork:** Analytical procedures are performed as a substantive test using the Village's trial balance and budget report before audit entries. In-charge auditors review current-year information and compare it to prior-year actual amounts, the current budget and other expected results. Variances to our expectations — figures that exceed a predetermined threshold level, both from a percentage and dollar amount perspective — are highlighted for further investigation. This investigation includes reviewing detailed transactions, vouching a sample of transactions, discussing questions with management and using validation techniques. We document explanations of variances in our file and use the results to determine the extent of any additional audit testing.

**Final review:** The final analytical review takes place after all audit entries are posted during the preparation of the financial statements. Variances in financial statement line items are analyzed to evaluate the consistency of financial statement presentation and disclosures.

## Fee proposal

***Going beyond is what we do. There is little value in checking boxes. We're driven to make a real difference for the Village. Expect the highest level of service from seasoned team of auditors. Pushing above and beyond your requirements and expectations. Bringing insights. Improving efficiencies. Achieving your objectives.***

5. the proposed fees should be presented using the proposal sheet provided herein. The proposed fees shall be the maximum, not to exceed fee for each fiscal year. Failure to submit pricing using the proposal sheet provided herein may result in a reduction in evaluation scoring.

### Sharing our transparent fee estimate

The Village's fee estimate is based on what we've learned is important to you. We'll go beyond what's expected to deliver a return on your investment.

**The completed pricing sheet is included on the following page.**

### No unnecessary charges

You won't see add-on charges for routine calls, emails or quick consultations. They're included in our fees because we're here to earn your trust. If your need is out of scope, we'll never perform additional work unless you give us the go-ahead. Our final billing will always be based on the value we deliver to you.

### Key assumptions

If any of the assumptions below change, we'll share any new requirements, budgetary considerations and options.

ASSUMPTIONS	
<ul style="list-style-type: none"> <li>Adequate support, preparedness, cooperation and feedback from management</li> <li>Administrative/technology fee (5% of the total fee amount) is included in the fees; you will not receive any hidden charges</li> </ul>	<ul style="list-style-type: none"> <li>Fees based on current standards</li> <li>No major changes in scope</li> <li>Organized books and records</li> </ul>

Village of Lake Zurich

Professional Auditing Services RFP  
2024**45. PRICING SHEET: Pricing should be all-inclusive and presented as an annual not-to-exceed amount.**BIDDER NAME: Baker Tilly US, LLPCONTACT PERSON: Joseph LightcapDATE: October 24, 2024

	FISCAL YEAR ENDING				
	Dec. 31, 2024	Dec. 31, 2025	Dec. 31, 2026	Dec. 31, 2027	Dec. 31, 2028
Financial Audit and Statements (ACFR)	\$ 44,800	\$ 47,100	\$ 49,500	\$ 52,000	\$ 54,600
Single Audit (if required)	\$ 6,900	\$ 7,300	\$ 7,700	\$ 8,100	\$ 8,600
Annual Financial Report for State of IL Comptroller	\$ 1,800	\$ 1,900	\$ 2,000	\$ 2,100	\$ 2,300
TIF Compliance Report – TIF #1	\$ 1,400	\$ 1,500	\$ 1,600	\$ 1,700	\$ 1,800
TIF Compliance Report – TIF #2	\$ 1,400	\$ 1,500	\$ 1,600	\$ 1,700	\$ 1,800
TIF Compliance Report – TIF #3	\$ 1,400	\$ 1,500	\$ 1,600	\$ 1,700	\$ 1,800
TIF Compliance Report – TIF #4	\$ 1,400	\$ 1,500	\$ 1,600	\$ 1,700	\$ 1,800
Consolidated Year End Financial Report	\$1,600	\$1,700	\$1,800	\$1,900	\$2,000
<b>TOTAL PROPOSAL PRICE</b>	<b>\$ 60,700</b>	<b>\$ 64,000</b>	<b>\$67,400</b>	<b>\$ 70,900</b>	<b>\$ 74,700</b>

25/25

## FEE PROPOSAL

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Insert fee form

## FEE PROPOSAL

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### Sharing complimentary educational resources to keep the Village informed

Baker Tilly's position of leadership, significant involvement in the accounting profession and deep industry and service specialization translate into knowledge we will share with the Village. We are committed to delivering additional value by informing and educating your staff and supporting your operations. Complimentary educational opportunities include:

- **Meaningful, timely and realistic guidance** and responses to routine questions throughout the year at no additional charge.
- **Regular webinars** on topics such as fraud, understanding financial reports, new GASB reporting standards, grant-related topics and cost reduction/revenue maximization. These webinars are free to our clients and qualify for continuing professional education (CPE) credits. Webinar recordings are available on our website and can be viewed anytime.
- **Web-based resources**, including our [Inflation Reduction Act resource center](#), are available to Baker Tilly clients and feature educational materials, tools and resources on topics important to governments.
- Our **CommuniTIES Connection newsletter** features industry and accounting updates.
- Our weekly **CommuniTIES podcast series** features public sector leaders from across the firm providing practical guidance to help governmental entities navigate challenges and seize opportunities.
- **Timely alerts** provide updates on laws, regulations or decisions with an immediate or near-future impact on local government clients.

Our team members will share complimentary webinars, alerts, whitepapers, articles, case studies, events, resources and insights year-round to empower you in achieving your goals. Click the images below to view our most recent resources designed to address trending topics for local governments. Additional webinars and on-demand videos are available at [bakertilly.com/industries/state-and-local-government](https://bakertilly.com/industries/state-and-local-government).



## FEE PROPOSAL

### Additional resources and thought leadership



**GASB update for public sector organizations**  
article



**Tax-exempt organizations have a new cash flow opportunity**  
article



**Navigating the basics of internal controls**  
article



**Chart your financial path for the future**  
article



**Streamlining IRA prevailing wage and apprenticeship compliance**  
webinar



**IIJA at the midway point: Act now to secure funding opportunities**  
article

#### INFUSING VALUE IN OUR RELATIONSHIP THROUGH COMPLIMENTARY RESOURCES

*We will provide meaningful insights that support the Village's success by sharing educational resources and timely, industry-specific guidance.*

## References

6. The reference page shall be completed for the firm and submitted with the proposal.

Village of Lake Zurich

Professional Auditing Services RFP  
2024**40. REFERENCES**

**Please list below five (5) references for which your firm has performed similar work for municipalities as identified in the Proposal Qualifications.**

Municipality:	Village of Deerfield
Address:	850 Waukegan Rd
City, State, Zip Code:	Deerfield, IL 60015
Contact Name	Eric Burk, Director of Finance
Dates of Service:	2018 to present
Municipality:	City of Lake Forest
Address:	800 North Field Drive
City, State, Zip Code:	Lake Forsest, IL 60045
Contact Name	Elizabeth Holleb, Finance Director
Dates of Service	2016 to present
Municipality:	Village of Lemont
Address:	418 Main Street
City, State, Zip Code:	Lemont, IL 60439
Contact Name	Darshana Prakash, Finance Director
Dates of Service	2011 to present
Municipality:	City of Highland Park
Address:	1707 St. Johns Avenue
City, State, Zip Code:	Highland Park, IL 60035
Contact Name	Julie Logan, Finance Director
Dates of Service	2013 to present
Municipality:	Village of Schaumburg
Address:	101 Schaumburg Court
City, State, Zip Code:	Schaumburg, IL 60193
Contact Name	Lisa Petersen, Finance Director
Dates of Service	2020 to present

20/25

## Resumes

*7. Provide resumes of proposed staff that would likely be assigned to the engagement, including references.*

Resumes are included on the following pages.



## MANAGING DIRECTOR

# Joseph M. Lightcap, CPA

*Joe Lightcap is a managing director with Baker Tilly and has been with the firm since 2000.*



### Baker Tilly US, LLP

1301 W 22nd St  
Suite 400  
Oak Brook, IL 60523  
United States

T: +1 (630) 645 6215  
[joe.lightcap@bakertilly.com](mailto:joe.lightcap@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

## Education

Bachelor of Science in  
accountancy  
University of Illinois Urbana-  
Champaign

Joe is a member of the public sector practice group and specializes in providing accounting and auditing services to local governmental entities including villages, counties and school districts.

## Specific experience

- Supervises the work performed by multiple associates during accounting and auditing engagements
- Reviews and provides guidance for Annual Comprehensive Financial Report
- Provides strategic planning and implementation services for government units implementing Governmental Accounting Standards Board (GASB) pronouncements
- Analyzes clients' control systems to assist in implementing cost-effective controls
- Assists clients in developing account structures in order to comply with state reporting requirements
- Identifies client opportunities for efficiencies and cost savings
- Develops, "best practices" for municipalities and school districts
- Analyzes policies, procedures and controls
- Conducts risks assessment standards
- Licensed CPA in Illinois

## Industry involvement

- American Institute of Certified Public Accountants (AICPA)
- Illinois Government Finance Officers Association (IGFOA)
- Government Finance Officers Association (GFOA)
- Illinois CPA Society (ICPAS)
- Illinois Association of School Business Officials (IASBO)

MANAGING DIRECTOR

**Joseph M. Lightcap, CPA**

*Page 2*

### **Continuing education**

- "The GASB's Pension Standards Part II: Considerations for Agent Plans and Participating Employers", AICPA
- "IT Risk Assessment Standards (RAS) training for auditors", Baker Tilly
- "Illinois Public Sector/NFP busy season CPE", Baker Tilly
- "Independence: Historical Insights and Today's Rules", Becker Professional Education
- "Blue Book Training", GFOA
- "IMRF GASB Statement 68 Guidance for Employers", IGFOA
- Single audit, municipal, public sector, accounting and auditing updates, Baker Tilly
- Annual governmental GAAP update, GFOA

## PRINCIPAL



## Michael E. Malatt, CPA

*Michael Malatt, principal with Baker Tilly, has been in the accounting industry since 2007.*



### Baker Tilly US, LLP

1301 W 22nd St  
Suite 400  
Oak Brook, IL 60523  
United States

T: +1 (630) 645 6226  
[michael.malatt@bakertilly.com](mailto:michael.malatt@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

### Education

Master of Science in accountancy  
Bachelor of Business  
Administration in accountancy  
University of Notre Dame

Michael is a principal in the public sector practice group, specializing in accounting and audit services for state and local governmental entities, including municipalities, counties and school districts.

### Specific experience

- Principal-in-charge of financial and compliance related audit engagements for state and local governmental agencies, including single audits in accordance with OMB Uniform Guidance Guidelines
- Reviews and provides guidance for Annual Comprehensive Financial Report, which have been awarded Certificates of Excellence in Financial Reporting from the Government Finance Officers Association and Association of School Business Officials
- Provides strategic planning and implementation services for government units implementing Governmental Accounting Standards Board (GASB) pronouncements
- Leads operations reviews designed to improve the efficiency and effectiveness of business and finance operations
- Performs internal control reviews of municipalities and school districts, providing recommendations on policies and procedures to strengthen internal controls
- Provides Tax Increment Financing compliance audits
- Presents annual audit and financial results to governing bodies
- Licensed CPA in Illinois

### Industry involvement

- American Institute of Certified Public Accountants
- Illinois Governmental Finance Officers Association – Professional Education Committee
- Government Finance Officers Association – Special Review Committee
- Illinois CPA Society
- Recipient of 2009 Illinois CPA Society Excel Award
- Regularly speaks at industry conferences

PRINCIPAL

**Michael E. Malatt, CPA**

*Page 2*

### **Continuing professional education**

- Yellow Book Update Webinar
- Compliance Can be Exhilarating
- Illinois Public Sector Training
- Assurance Service Line Monitoring Updates
- Independence Common and Current Items
- Ethics for CPAs
- Compliance Supplement and Single Audit Update
- County CFO Roundtable
- Public Sector GASB Technical Update
- Public Sector Industry Developments
- Public Sector Global Focus Methodology Training



## MANAGER



## Taryn M. Gille, CPA

*Taryn is a manager with Baker Tilly's public sector practice.*



### Baker Tilly US, LLP

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[taryn.gille@bakertilly.com](mailto:taryn.gille@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

### Education

Bachelor of Science in accounting  
Master of Science in accounting  
Bradley University (Peoria, Illinois)

Taryn joined the firm in 2017. She specializes in serving state and local governmental entities including counties, municipalities and school districts.

### Specific experience

- Manages and performs financial and compliance-related audit engagements
- Supervises work performed by multiple associates during auditing engagements
- Performs single audit testing
- Performs internal control testing following risk assessment procedures
- Compiles workpapers necessary to execute audits
- Licensed CPA in Illinois

### Industry involvement

- American Institute of Certified Public Accountants
- Illinois Governmental Finance Officers Association
- Illinois CPA Society
- Illinois Association of School Business Officials

### Continuing professional education

- Accounting and auditing updates training
- Public sector single audit training
- Valued business advisor training

## SENIOR ASSOCIATE



## Mark Brayne

*Mark is a senior associate with Baker Tilly's public sector practice.*


**Baker Tilly US, LLP**

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T: +1 (630) 645 6239

[mark.brayne@bakertilly.com](mailto:mark.brayne@bakertilly.com)

[bakertilly.com](http://bakertilly.com)

### Education

Master of Science in accounting  
Bachelor of Science in accounting  
Bradley University  
(Peoria, Illinois)

Mark specializes in providing auditing, accounting and consulting services to state and local government entities. Clients include municipalities, counties, other governmental agencies, school districts and not-for-profit organizations.

### Specific experience

- Prepares state, local government financial statements and other regulatory reports, including the Illinois state annual financial report (AFR), Illinois school AFR and Illinois state consolidates year-end financial report (CYEFR), as well as tax incremental finance (TIF) reports and annual reports
- Provides auditing and accounting services consisting of planning, fieldwork and audit completion for government units, including cities, towns, villages and counties, as well as school districts and not-for-profit organizations
- Assists with single audit planning, reporting and compliance testing of governmental units including cities, towns, villages and counties, as well as school districts and not-for-profit organizations receiving federal grant funding
- Evaluate the internal control environment at governmental entities, report findings and best practices
- Proficient in data analysis, organization and classification using Excel and TeamMate analytics (TMA)

### Continuing professional education

- Valued Business Advisor Assurance Academy – Advanced
- Public sector accounting and auditing update
- Single audit update training
- Professional ethics update training
- TMA training

## Sample ACFR

*8. A link to a sample ACFR prepared by bidder must be included in the proposal.*

As our sample, please accept a link to [the Village's 2023 ACFR](#).



## Affidavits

#### 41. DISQUALIFICATION OF CERTAIN INDIVIDUALS OR FIRMS

PERSONS AND ENTITIES SUBJECT TO DISQUALIFICATION: No person or business entity shall be awarded an agreement or subagreement, for a stated period of time, from the date of conviction or entry of a plea or admission of guilt, if the person or business entity:

- (A) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bribery or attempting to bribe an officer or employee in the State of Illinois, or any State in the United States in that officer's or employee's official capacity;
- (B) has been convicted of an act committed, within the State of Illinois or any state within the United States, of bid rigging or attempting to rig bids as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C.;
- (C) has been convicted of bid rigging or attempting to rig bids under the laws of the State of Illinois, or any state in the United States;
- (D) has been convicted of an act committed, within the State of Illinois or any state in the United States, of price-fixing or attempting to fix prices as defined by the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. Sec. 1 et seq., under the laws of the State of Illinois, or any state in the United States;
- (F) has been convicted of defrauding or attempting to defraud any unit of state or local government or school district within the State of Illinois or in any state in the United States;
- (G) has made an admission of guilt of such conduct as set forth in subsection (A) through (F) above which admission is a matter of record, whether or not such person or business entity was subject to prosecution for the offense or offenses admitted to;
- (H) has entered a plea of nolo contendere to charges of bribery, price fixing, bid rigging, bid rotating, or fraud; as set forth in subparagraphs (A) through (F) above.

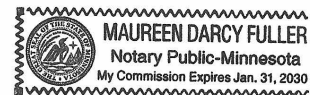
Business entity, as used herein, means a corporation, partnership, trust, association, unincorporated business or individually owned business. By signing this document, the bidder hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended.

*Joseph M. Lightcap*

(Signature of Bidder if the Bidder is an Individual)  
 (Signature of Partner if the Bidder is a Partnership)  
 (Signature of Officer if the Bidder is a Corporation)

The above statements must be subscribed a before a notary public.

Subscribed and Sworn to this 22 day of October, 2024



*Maureen D. Fuller*  
 Notary Public

Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.

21/25

Docusign Envelope ID: A8F8CC32-1F91-4007-B72D-C2E5E22B603C  
village of Lake Zurich

Professional Auditing Services RFP  
2024

#### 43. CONFLICT OF INTEREST

Joseph Lightcap, hereby certifies that it has conducted an  
(Name)

investigation into whether an actual or potential conflict of interest exists between the bidder, its owners and employees and any official or employee of a Municipality identified herein.

Bidder further certifies that it has disclosed any such actual or potential conflict of interest and acknowledges if bidder has not disclosed any actual or potential conflict of interest, the Municipality may disqualify the proposal or the affected Municipality may void any award and acceptance that the Municipality has made.

Joseph M. Lightcap

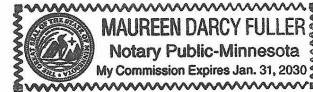
(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed a sworn to before a notary public.

Subscribed and Sworn to this 22 day of October, 2024



Maureen D. Fuller  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

23/25

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Village of Lake Zurich

Professional Auditing Services RFP  
2024

#### 42. ANTI-COLLUSION AFFIDAVIT AND CERTIFICATION

Joseph Lightcap, hereby certifies that he/she is  
(Name)

Managing Director of Baker Tilly US, LLP  
(Partner, Officer, Owner, Etc.) (Bidder)

The party making the foregoing proposal or bid, that such bid is genuine and not collusive, or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person; to fix the bid price element of said bid, or of that of any other bidder, or to secure any advantage against any other bidder or any person interested in the proposed agreement.

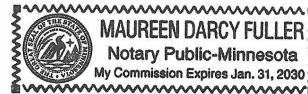
The undersigned certifies that he is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid-rigging or bid-rotating.

Joseph M. Lightcap

(Name of Bidder if the Bidder is an Individual)  
(Name of Partner if the Bidder is a Partnership)  
(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 22 day of October, 2024



Maureen D. Fuller  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

22/25

Docusign Envelope ID: A8F8CC32-1F91-4007-B72D-C2E6E22B603C  
Village of Lake Zurich

Professional Auditing Services RFP  
2024

#### 44. TAX COMPLIANCE AFFIDAVIT

Joseph Lightcap, hereby certifies that he/she is  
(Name)

Managing Director of Baker Tilly US, LLP  
(Partner, Officer, Owner, Etc.) (Bidder)

The individual or entity making the foregoing proposal or bid certifies that he is not barred from contracting with the Municipality identified herein because of any delinquency in the payment of any tax administered by the Department of Revenue unless the individual or entity is contesting, in accordance with the procedures established by the appropriate revenue act. The individual or entity making the proposal or bid understands that making a false statement regarding delinquency in taxes is a Class A Misdemeanor and, in addition, voids the agreement and allows the Municipality to recover all amounts paid to the individual or entity under the agreement in civil action.

Joseph M. Lightcap

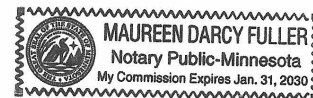
(Name of Bidder if the Bidder is an Individual)

(Name of Partner if the Bidder is a Partnership)

(Name of Officer if the Bidder is a Corporation)

The above statements must be subscribed and sworn to before a notary public.

Subscribed and Sworn to this 22 day of October, 2024



Maureen D. Fuller  
Notary Public

*Failure to complete and return this form may be considered sufficient reason for rejection of the proposal.*

24/25



## Exceptions to the specifications

Per RFP Section 2.3, we hereby take exception to the sections detailed in the attached exceptions table. If selected, we will provide our standard audit engagement letter for the Village's review, in line with our previous audit engagement letter with the Village, dated November 18, 2018. Notwithstanding anything to the contrary in the RFP, if selected, we will require the ability to propose additional terms and negotiate mutually acceptable revisions to these sections, to ensure compliance with AICPA independence obligations, prior to executing a final contract.

PAGE NO.	SECTION/ PARAGRAPH NO.	PROPOSED REVISION
5	5.2	<p><b>Baker Tilly is restricted in its ability to provide ownership of deliverables for attest engagements, because Baker Tilly needs to remain independent of an attest client and ensure compliance with AICPA professional standards. Our standard audit engagement letter should be used as the service contract for this engagement and lays out the rights and restrictions of the Town with respect to the audit report we provide. We propose revising this section as follows:</b></p> <p>After award of the agreement, all responses, documents, and materials submitted by the bidder pertaining to this RFP will be considered public information and will be made available for inspection, unless otherwise determined by the Village. <del>All data, documentation and innovations developed as a result of these contractual services shall become the property of the Village. Based upon the public nature of the RFP, a bidder must inform the Village, in writing, of the exact materials in the offer that the bidder believes should not be made a part of the public record in accordance with the Illinois Freedom of Information Act.</del></p> <p>The documentation for this engagement, including the workpapers, is the property of Bidder and constitutes Confidential Information. Bidder may have a responsibility to retain the documentation for a period of time sufficient to satisfy any applicable legal or regulatory requirements for records retention. If Bidder is required by law, regulation, or professional standards to make certain documentation available to regulators, Village hereby authorizes Bidder to do so.</p>
16	24.8	<p><b>Our insurance brokers will not agree to provide notice directly to clients based on the number of clients we serve. However, Baker Tilly will receive notice and promptly forward such notice to the Village should any of our coverages be canceled or materially modified. We propose revising this section as follows:</b></p> <p>To provide separate endorsement to name the Village as additional insured <del>on applicable insurance certificates</del>, as their interest may appear, and; to provide thirty (30) days' notice <del>to the Bidder</del>, in writing, of cancellation or material change, <del>which shall be promptly forwarded to the Village.</del></p>
16	24.10	<p><b>Baker Tilly typically does not receive replacement certificates thirty (30) days prior to the expiration of our current policies/certificates. We will provide as soon as we receive but have modified this timeframe. We propose revising this language as follows:</b></p> <p>The Village shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of an agreement and thereafter with certificates evidencing</p>

## EXCEPTIONS TO THE SPECIFICATIONS

PAGE NO.	SECTION/ PARAGRAPH NO.	PROPOSED REVISION
		renewals or replacements of said policies of insurance at least thirty (30) days <del>prior to following</del> the expiration of cancellation of any such policies.
16	25	<p><b>We have narrowed the indemnification obligation as per our firm risk policy. Additionally, we have included a limitation of damages to represent a fair allocation of risk between the parties by making Baker Tilly's foreseeable liability directly correlated to the value of fees we'll receive for performing this engagement. Please note, the limitation on damages will not apply to Baker Tilly's liability arising from our willful misconduct or fraudulent behavior. We propose revising this section as follows:</b></p> <p>The Bidder agrees to indemnify, save harmless and defend the Village and their elected and appointed officials, employees, agents, bidders, attorneys and representatives (each a "Covered Person") and each of them against and hold it and them harmless from any and all <del>third party</del> lawsuits, claims, injuries, demands, liabilities, losses, and expenses; including court costs and attorney's fees for or on account of any <del>bodily</del> injury to any person, or any death at any time resulting from such <del>bodily</del> injury, or any damage to property, <del>to the extent such third party claim is finally determined which may arise or which may be alleged</del> to have arisen out of, <del>or any negligence of the Bidder</del> in connection with the work covered by this project. The foregoing indemnity shall apply except if such injury is caused directly by the willful and wanton conduct of the Village, its agents, servants, or employees or any other person indemnified hereafter. The obligations of the bidder under this provision shall not be limited by the limits of any applicable insurance required of the bidder.</p> <p><del>Notwithstanding the foregoing, in compliance with AICPA independence requirements, Village hereby releases Bidder, its subsidiaries and their present or former partners, principals, employees, officers and agents from, and acknowledges that such parties shall not be required to indemnify Village or any Covered Person against, any costs, fees, expenses, damages and liabilities (including attorneys' fees and all defense costs) relating to or arising as a result of the acts or omissions of Village or any Covered Person. Furthermore, because of the importance of the information that Village provides to Bidder with respect to Bidder's ability to perform the services, Village hereby releases Bidder and its present and former partners, principals, agents and employees from any liability, damages, fees, expenses and costs, including attorney's fees, relating to the services that arise from or relate to any information, including representations by management, provided by Village, its personnel or agents, that is not complete, accurate or current. The liability (including attorney's fees and all other costs) of the Bidder and its present or former partners, principals, agents or employees related to any claim for damages relating to the Services performed under this Agreement shall not exceed the fees paid to the Bidder for the portion of the work to which the claim relates, except to the extent finally determined to have resulted from the willful misconduct or fraudulent behavior of the Bidder relating to such Services. This limitation of liability is intended to apply to the full extent allowed by law, regardless of the grounds or nature of any claim asserted, including the negligence of either party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages,</del></p>

## EXCEPTIONS TO THE SPECIFICATIONS

PAGE NO.	SECTION/ PARAGRAPH NO.	PROPOSED REVISION
		delays, interruptions or viruses arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.
17	29	<p><b>We propose revising this section as follows to align with the exceptions raised in our Proposal Response:</b></p> <p>Where there appears to be variances or conflicts, the following order of precedence shall prevail: The <del>Bidder's Proposal Response and the Request for Proposals Terms and Conditions (including Special), and the Bidder's Proposal Response.</del></p>
17	33	<p><b>Baker Tilly cannot agree to be liable for all losses; however, we will comply with the limits referenced in this contract. Agreeing to cover the costs associated with hiring another auditor could impair Baker Tilly's independence because we're providing attest services. We propose revising this section as follows:</b></p> <p>The Village reserves the right to terminate the agreement, or any part thereof, upon thirty (30) days written notice. In case of such termination, the bidder shall be entitled to receive payment from the Village for work completed to date in accordance with the terms and conditions of the agreement. In the event that the agreement is terminated due to bidder's default, the Village shall be entitled to purchase services elsewhere <del>and charge the bidder with any or all losses incurred, including attorney's fees and expenses.</del></p>
18	39.1	<p><b>Baker Tilly has no concern with providing clients access to payment and invoicing records as necessary to demonstrate that the fees charged for services performed are reasonable and accurate. However, this language is written quite broadly and could include unrelated records which would constitute Baker Tilly's confidential information. We propose revising this section as follows:</b></p> <p>The bidder shall maintain books, records, documents and other evidence, <del>sufficient to substantiate fees charged,</del> directly pertinent to performance of the work under this agreement consistent with generally accepted accounting standards in accordance with the American Institute of Certified Public Accountants Professional Standards. The bidder shall also maintain the financial information and data used by the bidder in the preparation or support of any cost submissions required under this subsection, (Negotiation of contract amendments, change orders) and a copy of the cost summary submitted to the Village. The Auditor General, the Village, or any government agency or any of their duly authorized representatives shall have access to the books, records, documents, and other evidence for purposes of inspection, audit, and copying. The bidder will provide facilities for such access and inspection.</p>

**VILLAGE OF LAKE ZURICH****ORDINANCE NO. 2024-12-597****AN ORDINANCE ADOPTING THE ANNUAL BUDGET OF THE VILLAGE OF LAKE ZURICH FOR ALL CORPORATE PURPOSES FOR THE FISCAL YEAR COMMENCING JANUARY 1, 2025 AND ENDING DECEMBER 31, 2025**

**WHEREAS**, the Village of Lake Zurich previously adopted Sections 8-2-9.1 through 8-2-9.10 of the Illinois Municipal Code, 65 ILCS 5/8-2-9.1 through 8-2-9.10, ("*State Budget Law*") by a two-thirds majority vote of the Board of Trustees then holding office, in accordance with Section 8-2-9.1 of the State Budget Law; and

**WHEREAS**, the Village Manager, as the duly appointed Budget Officer of the Village of Lake Zurich, has compiled a budget containing estimates of revenues available to the Village, and expenditure recommendations, for the Village's fiscal year commencing January 1, 2025, and ending December 31, 2025 (the "*2025 Fiscal Year*"), in accordance with the State Budget Law; and

**WHEREAS**, the Board of Trustees of the Village of Lake Zurich made a tentative annual budget for the 2025 Fiscal Year conveniently available to public inspection for at least 10 days prior to the passage of this Ordinance, in accordance with the State Budget Law; and

**WHEREAS**, not less than one week after publication of the tentative annual budget, and prior to final action of the Board of Trustees on the budget, the Board of Trustees held a public hearing on the tentative annual budget pursuant to notice of that public hearing given at least one week in advance of the time of the public hearing by publication in a newspaper having a general circulation in the Village, all in accordance with the State Budget Law; and

**WHEREAS**, the Board of Trustees have determined that all required and necessary processes and steps have been completed in accordance with applicable law for consideration and passage of an annual budget for the 2025 Fiscal Year;

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

**SECTION 1. RECITALS.** The foregoing recitals are incorporated herein as findings of the Board of Trustees.

**SECTION 2. APPROVAL OF ANNUAL BUDGET FOR 2025 FISCAL YEAR.** The Board of Trustees hereby approves an annual budget for the fiscal year commencing January 1, 2025 and ending December 31, 2025, in the form attached to and by this reference incorporated into this Ordinance as Exhibit A (the "*2025 Budget*").

**SECTION 3. AUTHORITY OF BUDGET OFFICER.** The Board of Trustees hereby delegates authority to the Village Manager, as the Village's Budget Officer, to delete, add to, change, or create sub-classes within object classes budgeted previously to any department, board, or commission.

**SECTION 4. EFFECTIVE DATE.** This Ordinance will be in full force and effect from and after its passage, approval, and publication in the manner provided by law. The Village Clerk is authorized and directed to file a certified copy of this Ordinance, together with a full and complete copy of the 2025 Budget adopted by this Ordinance, with the Lake County Clerk within 30 days after the adoption of this Ordinance.

PASSED this \_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Thomas Poynton, Village President

ATTEST:

\_\_\_\_\_  
Kathleen Johnson  
Village Clerk



*At the Heart of Community*

VILLAGE MANAGER'S OFFICE

70 East Main Street  
Lake Zurich, Illinois 60047

(847) 438-5141  
LakeZurich.org

Date: November 26, 2024  
To: Ray Keller, Village Manager *PK*  
From: Kyle Kordell, Management Services Director  
Subject: **Comprehensive Fee Schedule; Adjusting Fees & Fines**

AGENDA ITEM

*26*

**Issue:** In 2018, Title 13 was added to the Lake Zurich Village Code as a Comprehensive Fee Schedule to provide a single convenient location for a list of all fees and fines that have been codified into the Village Code over several decades. The proposed Ordinance amends various fees and fines in order to offset increases to the Village's costs of administering local laws, building codes, and general operations. New fees will be in effect January 1, 2025

**Village Strategic Plan:** This agenda item is consistent with a goal from the Lake Zurich Strategic Plan, which is to ensure Financial Sustainability and continue to conduct organizational analysis to ensure efficiencies.

**Analysis:** Previous to the Title 13 Comprehensive Fee Schedule being created, fees were scattered throughout several hundred pages of the Village Code, making them inaccessible to stakeholders and cumbersome for the Village to update and maintain. It is more appropriate to make smaller periodic adjustments versus waiting several years and making much larger increases. Several fees have not been adjusted in many years and have failed to keep up with inflationary costs that all organizations experience.

Sections slated for adjustment in this year's Title 13 update are as follows:

- **Administrative Fees.** New processing fee for any matter processed through the Village's administrative adjudication system and codification of existing handicap parking violation fine.
- **Business Regulation Fees.** New fee for Tobacco License and updated fee for contractor registration.
- **Public Health and Safety Fees.** Updated fees for ambulance billing.
- **Traffic Code Fees.** Updated fee for annual overnight parking permit.
- **Public Ways and Property.** New CLCJAWA fee for Lake Michigan infrastructure connections for new construction and updated fees for water/sewer charges. Due to the



non-home rule sales tax increase that was approved in 2024, the Village at this time is now able to reduce the multi-year water rate increase schedule by 33%, as reflected below.

Water per 1,000 Gallons

o Effective 1-1-2026	<del>\$9.00</del> <b>\$6.00</b>
o Effective 1-1-2027	<del>\$12.00</del> <b>\$8.00</b>
o Effective 1-1-2028	<del>\$15.00</del> <b>\$10.00</b>

- ***Building Regulations Fees.*** Updated fees for permits and plan reviews.
- ***Zoning Fees.*** Updated fees for zoning violations.
- ***Land Development Fees.*** Updated fees for plat reviews, inspections, and code amendments and new fees for consultant escrow accounts that include reviews by professional staff for subdivisions.

**Recommendation:** Approve the attached Ordinance Amending Title 13 of the Village Code - Comprehensive Fee Schedule.

w/ attachments:      Proposed ordinance (29 pages)

## VILLAGE OF LAKE ZURICH



## ORDINANCE NO. 2024-12-598

**AN ORDINANCE AMENDING TITLE 13 ENTITLED "COMPREHENSIVE FEE SCHEDULE" OF THE VILLAGE OF LAKE ZURICH MUNICIPAL CODE TO AMEND FEES RELATED TO THE COSTS OF MUNICIPAL SERVICES**

**WHEREAS**, a Comprehensive Fee Schedule has been prepared and presented to the Lake Zurich Village Board, listing all fees and fines that are assessed by the Village of Lake Zurich to cover the costs associated with municipal operations and enforcing local laws; and

**WHEREAS**, Title 13 of the Village Code was adopted in December 2018 via Ordinance #2018-12-279 to create a unified fee schedule to increase transparency of municipal fees and make it easier to amend fees as part of the annual budget cycle as necessary; and

**WHEREAS**, periodic reviews and updates to fees and fines allow the Village to equitably distribute costs, align with best practices, and continue providing high-quality municipal services; and

**WHEREAS**, the attached fees are directly related to the cost reasonably necessary to provide municipal services.

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

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

Section 2. That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. If any paragraph, section, clause or provision of this Ordinance is held invalid, the remainder shall continue in full force and effect without affecting the validity of the remaining portions of the Ordinance.

Section 4. This Ordinance shall become effective upon its passage and approval, and shall be published in pamphlet form as required by law.

Section 5. That Title 13 entitled "*Comprehensive Fee Schedule*" Section 4 "*Police Regulations*" of the Lake Zurich Municipal Code is hereby amended to increase fees as follows:



**ADMINISTRATION**

<b>Code Section</b>	<b>Subject</b>	<b>Fee/Fine</b>
<a href="#">1-3-2</a>	General penalty	\$25 - \$750
<a href="#">1-6-14</a> E2	Code of conduct conviction of elected officials and Village Clerk, Trustees, and President:	
	Each violation	\$100 - \$500
	Subsequent conviction for same violation	\$250 - \$500
<a href="#">1-7-7</a>	Non-sufficient funds (NSF) Check Fee	\$35
<a href="#">1-8-10</a> C	<b><u>Administrative processing fee for any matter processed through the village's administrative adjudication system</u></b>	<b><u>\$40</u></b>
<a href="#">1-8-18</a>	Adjudication hearing violations:	
<a href="#">1-8-18</a> A	Standing, parking, vehicle condition - fine	\$ 25
	Standing, parking, vehicle condition - late penalty	\$50
	<b><u>Handicap parking violation - fine</u></b>	<b><u>\$250</u></b>
	Automated traffic law violation - fine (red light camera)	\$100
	Automated traffic law violation - late penalty (red light camera)	\$100
	Violation of title 3, 4, 5, 7, 8, 9, 10, 11 of this Code - fine	<b><u>Not to exceed</u></b> \$750
	Violation of title 3, 4, 5, 7, 8, 9, 10, 11 of this Code - late penalty	<b><u>Not to exceed</u></b> \$750
<a href="#">1-8-18</a> B	<del>Standing, parking, vehicle condition - violation penalty</del>	<del>\$5</del>
	Automated traffic law violation or violation of title 3, 4, 5, 7, 8, 9, 10, 11 of this Code penalty	\$40
<a href="#">1-8-18</a> C1	Late penalty for failure to complete traffic education program	Not to exceed \$10.00

**BUSINESS REGULATIONS**

<b>Code Section</b>	<b>Subject</b>	<b>Fee/Fine</b>
<a href="#">3-1-22</a>	Business machines:	
	Automatic vending/video game terminal (each)	\$25
	Coin operated device (each)	\$25
	Fuel oil dealer	\$100
<a href="#">3-1-22</a>	Businesses licenses per square foot:	
	0 - 2,000	\$65
	2,001 - 5,000	\$100
	5,001 - 10,000	\$200

	10,001 - 50,000	\$400
	50,000+	\$800
<a href="#">3-2-18I</a>	<b><u>Tobacco license administrative processing fee</u></b>	<b><u>\$50.00</u></b>
	<b><u>Tobacco License</u></b>	<b><u>\$200</u></b>
	Tobacco violations / General penalty	\$50 - \$750
	Sale or purchase or possession of tobacco under 21	\$250
	First offense within 10 days	\$250
	Second offense within 10 days	\$500
	Third offense within 10 days	\$750
	First offense after 10 days	\$350
	Second offense after 10 days	\$550
	Third offense after 10 days	\$750
	Liquor licenses:	
<a href="#">3-3B-11A1</a>	Liquor license administrative processing fee	\$250
<a href="#">3-3B-11A2</a>	Early bird renewal discount (A, B, C, N, P, and Y)	\$250
	A - Restaurant	\$2,450
	A-1 - Outdoor add-on	\$250
	B - Retail sales	\$1,825
	B-1 - Annual tasting add-on	\$1,500
	B-2 - Single event add-on	\$50
	C - Retail sales convenience	\$1,825
	E - Club	\$150
	F - Single private event	\$50
	G - Single public event	\$100
	G-1 - Multiple public event	\$250
	H - Complimentary dispensing of beer and wine	\$250
	I - Indoor interactive sports/entertainment	\$1,500
	K - Gift boutique	\$250
	M - BYOB corkage	\$1,000
	N - Craft distillery	\$1,050
	O - Off-site catering	\$200
	P - Craft brewery	\$1,675
	R - Outdoor concession/beer garden	\$350
	S - Health and beauty spa	\$950
	V - Video gaming	\$2,600
	W - Boutique restaurant wine and sparkling alcoholic beverage	\$750

	Y - Brewpub	\$1,575
<a href="#">3-3B-20C3c</a>	Video gaming terminals annual fee	\$25
<a href="#">3-3C-17A</a>	Sale of alcohol to persons under 21	\$100 - \$150
<a href="#">3-3C-18B</a>	Purchase or possession of alcohol/cannabis by persons under 21	\$100 - \$150
<a href="#">3-3C-20E</a>	Alcohol violations:	
	First violation	\$250 - \$750
	Second violation within <del>12-month</del> <b>12-month</b> period	\$500 - \$750
	Third or subsequent violations within <del>12-month</del> <b>12-month</b> period	\$750
	General penalty	\$25 - \$750
<a href="#">3-3D-1</a>	Consumption of alcohol in public	\$100 - \$150
<a href="#">3-3D-2</a>	Public intoxication/disturbance prohibited	\$100 - \$150
<a href="#">3-3D-3</a>	Consumption or possession of cannabis	\$100 - \$150
	Liquor license offenses:	
<a href="#">3-3E-5A</a>	First offense	\$50 - \$1,000
	Second and subsequent offenses	\$100 - \$1,000
<a href="#">3-3E-5B</a>	Citation payment within 10 days	\$50
	Citation payment from 11 - 15 days	\$60
	Citation payment more than 15 days	\$100
	Solicitation violations:	
<a href="#">3-4-13A</a>	General penalty	\$500
<a href="#">3-4-13B</a>	Citation fee before 10 days	\$60
	Citation fee after 10 days	\$75
<a href="#">3-4-13C</a>	Solicitation application	
	Application fee	\$50
<a href="#">3-5-8H</a>	Gas Utility Tax failure to make a return/fraudulent return	\$100 - \$700
	Electric Utility Tax rate:	
<a href="#">3-5-9A</a>	Kilowatt hours used/consumed in a month:	
	First 2,000	0.61 cents per kilowatt hour
	Next 48,000	0.40 cents per kilowatt hour
	Next 50,000	0.36 cents per kilowatt hour
	Next 400,000	0.35 cents per kilowatt hour
	Next 500,000	0.34 cents per kilowatt hour
	Next 2,000,000	0.32 cents per kilowatt hour

		Next 2,000,000	0.315 cents per kilowatt hour
		Next 5,000,000	0.31 cents per kilowatt hour
		Next 10,000,000	0.305 cents per kilowatt hour
		In excess of 20,000,000	0.30 cents per kilowatt hour
<a href="#">3-5-9I</a>		Failure to make return/fraudulent return	\$100 - \$700
<a href="#">3-7-4B</a>		Adult entertainment license administrative processing fee	\$200
<a href="#">3-7-18</a>		Adult use violation	Not more than \$500
<a href="#">3-9-3D</a>		Sales license renewal fees:	
		Business occupying less than 5,000 gross square feet	\$25
		Business occupying 5,000 gross square feet or more	\$75
<a href="#">3-9-6A</a>		Fraudulent sales penalty	\$100 - \$1,000
		Annual contractor registration:	
<a href="#">3-10-3</a>		Annual contractor registration	<del>\$110</del> <b>\$120</b>
<a href="#">3-10-8</a>		First violation	General penalty
		Second violation	1.5 times the general penalty
		Third and subsequent violations	2 times the general penalty
		Fire suppression:	
<a href="#">3-11-3</a>		Annual registration fee	\$100
<a href="#">3-11-7</a>		Fire suppression violation:	
		General penalty - first violation	General penalty
		Second violation	1.5 times general penalty
		Third violation	2.0 times general penalty

#### PUBLIC HEALTH AND SAFETY

Code Section	Subject	Fee/Fine
	Hazardous material discharge:	
<a href="#">4-1A-10A2</a>	Cleanup/abatement minimum charge	\$50.00
<a href="#">4-1A-10A3</a>	Paid within 60 calendar days of invoice	5% of costs incurred by Village
	Paid after 60 calendar days but within 75 calendar days of invoice	10% of costs incurred by Village
	Paid after 75 calendar days but within 90 calendar days of invoice	15% of costs incurred by Village

	Paid after 90 calendar days of invoice	25% of costs incurred by Village plus 1% for each 10 days or fraction thereof thereafter
<a href="#">4-1A-10B</a>	Ambulance fees:	
	Village residents	\$1,200.00 <del>\$2,673</del>
	Non-residents of Village or Lake Zurich Rural Fire Protection District	\$1,350.00 <del>\$2,673</del>
	Additional fee for all	\$12.00/mile <del>\$15.00/mile</del>
<a href="#">4-2-1-3E</a>	Possession of illegal fireworks	\$50 - \$75
<a href="#">4-2-1-3H</a>	General noise violations	\$50 - \$750
<a href="#">4-2-1-4D</a>	Graffiti penalty	\$50 - \$100
<a href="#">4-2-1-5E</a>	Open burning:	
	First offense	\$100
	Second offense	\$150
	Third and subsequent offenses	\$500
	Vehicle deliveries and noisemaking violations:	
<a href="#">4-2-1-7F1</a>	"No truck traffic" violations:	General penalty
<a href="#">4-2-1-7F2</a>	Citation payment within 10 days:	
	First offense	\$50
	Second offense	\$75
	Third and subsequent offenses	\$150
	Citation payment after 10 days:	
	First offense	\$100
	Second offense	\$150
	Third and subsequent offenses	\$250
<a href="#">4-3-4D1</a>	Garbage cans left out	\$50 - \$75
<a href="#">4-3-4E2</a>	Garbage out too early	\$50 - \$75
<a href="#">4-3-11</a>	General penalty for refuse transportation	\$25 - \$500
	Commercial solid waste hauling and recycling:	
<a href="#">4-3B-5A</a>	Licensed hauler violation:	
	First violation	\$500
	Second violation	\$750
<a href="#">4-3B-5B</a>	Registered hauler violation:	
	First violation	\$500
	Second violation	\$750

#### POLICE REGULATIONS

Code Section	Subject	Fee/Fine
<a href="#">5-2-3C</a>	Rabies regulations violation	\$25 - \$200
<a href="#">5-2-9C3a</a>	Animal impoundment fee	\$25
<a href="#">5-2-10</a>	Animal violations:	\$50 - \$100

<a href="#">5-2-10A</a>	Violation of section <a href="#">5-2-7</a> or <a href="#">5-2-8</a> of this Code	Not more than \$750
<a href="#">5-2-10B</a>	Payments to avoid prosecution:	
	Within 10 days:	
	First offense	\$25
	Second offense	\$50
	Third and subsequent offenses	\$100
	After 10 days:	
	First offense	\$50
	Second offense	\$100
	Third and subsequent offenses	\$200
<a href="#">5-4-9A</a>	Security alarm charges:	
	4 - 5 occurrences in 1 calendar year	\$50 each time
	6 - 9 occurrences in 1 calendar year	\$75 each time
	10+ occurrences in 1 calendar year	\$100 each time
<a href="#">5-4-9B</a>	Non-resident charge per response	\$200
<a href="#">5-4-13</a>	Security alarm systems violations	\$50 - \$500
<a href="#">5-5-8A</a>	False fire alarm charges:	
	4 - 5 occurrences in 1 calendar year	\$100 each time
	6+ occurrences in 1 calendar year	\$250 each time
<a href="#">5-5-10</a>	Fire alarm systems violations	\$50 - \$500

**TRAFFIC CODE**

Code Section	Subject	Fee/Fine
<a href="#">6-1B-5</a>	General traffic penalty	\$25.00 - \$750.00
<a href="#">6-2A-7E</a>	Obedience to railroad signal violation	\$500.00 or 50 hours of community service
<a href="#">6-4A-23C</a>	School bus regulations:	
	First violation	\$150.00
	Second or subsequent violation	\$500.00
<a href="#">6-4A-24D</a>	Excessive engine idling:	
	First violation of section	\$50.00
	Second or subsequent violation within <del>12-month</del> <b>12-month</b> period	\$150.00
<a href="#">6-4B-5</a>	ATV/off highway motorcycle on street	\$50.00 - \$75.00
<a href="#">6-4C-4</a>	Police escorts:	
	Fee per hour per officer assigned	\$75.00
	Minimum charge	\$150.00

<a href="#">6-4C-6B</a>	Reinstatement of permit:		
		Reinstatement after suspension	\$100.00
		Reinstatement after revocation	\$150.00
<a href="#">6-4C-7A</a>	Single or combination vehicles:		
		Up to 75,000 lbs.	\$50.00 single/\$100.00 round
		75,001 — 100,000 lbs.	\$75.00 single/\$150.00 round
		100,001 — 120,000 lbs.	\$100.00 single/\$150.00 round
		120,001 — 150,000 lbs.	\$125.00 single/\$250.00 round
		Over 150,000 lbs.	\$150.00 single/\$300.00 round
<a href="#">6-4C-7C</a>	Size fee schedule (over dimension):		
		Over 9' wide, and/or 13'6" high, and/or 65' long	\$50.00 single/\$100.00 round
<a href="#">6-4C-7D</a>	Limited continuous operation:		
		Daily	\$50.00
		Weekly	\$250.00
		Monthly	\$500.00
<a href="#">6-4C-8</a>	General penalty for overweight and/or <del>overdimension</del> <b>over dimension</b> vehicles:		
		General fee	\$750.00
<a href="#">6-4D-1 to 6-4D-17</a>	Vehicle equipment citations:		
		Payment in full within 10 days of citation	\$50.00
		Payment in full after 10 days	\$100.00
<a href="#">6-4D-18</a>	Seat belt violation citations:		
		Payment in full within 10 days of citation	\$50.00
		Payment in full after 10 days	\$100.00
<a href="#">6-6B-6A</a>	Bicycles on sidewalks yield to pedestrians		\$50.00 - \$75.00
<a href="#">6-6C-3</a>	Negligent operation of snowmobile		\$50.00 - \$75.00
<a href="#">6-8A-7B</a>	Vehicles for sale on street		50.00 - 75.00
<a href="#">6-8B-2C</a>	Overnight parking permit annual fee		<del>\$50.00</del> <b>\$100</b>
<a href="#">6-8C-6</a>	Snow removal violation		\$75.00
<a href="#">6-8D-6C</a>	Pre-tow sticker unauthorized removal		Up to \$750.00
<a href="#">6-8D-7</a>	Pre-tow notice failure to move or repair violation		\$250.00
<a href="#">6-8D-13A</a>	Towing fee		\$125.00 or \$500.00 if over 4 tons
<a href="#">6-8D-13B</a>	Impoundment fee		\$30.00 per day or \$100.00 per day if over 4 tons
<a href="#">6-8D-13C</a>	Vehicle lockout non-residents		\$50.00
<a href="#">6-8E-2A</a>	Parking citation fine:		

		Payment in full within 10 days	\$25.00
		Payment in full after 10 days but within 20 days	\$50.00
<a href="#">6-8E-2C</a>		Parking fines forwarded for collection:	
		Payment in full within 10 days of first notice	\$40.00
		Payment in full not received within 10 days	\$60.00
<a href="#">6-9-2A</a>		Vehicle administrative tow fee	Not to exceed \$400.00
<a href="#">6-9-6</a>		Vehicle seizure and impoundment administrative penalty	\$400.00

### PUBLIC WAYS AND PROPERTY

Code Section	Subject		Fee/Fine
<a href="#">7-1-5-2G</a>	Mailboxes on public right-of-way regulation violations		\$50.00 - \$200.00
<a href="#">7-1-5-2H</a>	Payment to avoid prosecution:		
	0 to 5 days		\$25.00
	6 to 15 days		\$50.00
	16 to 25 days		\$75.00
<a href="#">7-1-8B</a>	Motorized skateboards on private/public streets		\$50.00 - \$75.00
<a href="#">7-1-8C1</a>	Motorized skateboards redemption fee		0.00
<a href="#">7-1-8D</a>	Payment to avoid prosecution:		
	0 to 10 days		\$25.00
	11 to 20 days		\$50.00
	21 to 30 days		\$75.00
<a href="#">7-1A-2</a>	Public ways and property:		
	To open, tunnel, or excavate any public space		\$2.00 per linear foot
		Openings Of 25 Square Feet Or Less Price Per Opening	Openings Of 25 Square Feet Or More Price Per Square Foot
	P.C. concrete pavement:		
	6" thick	\$ 75.00	\$2.75
	8" thick	95.00	\$3.00
	10" thick	115.00	\$3.25
	Bituminous concrete		40.00 \$1.50
	P.C. concrete walks and sidewalks		40.00



	Concrete curb and/or curb and gutter	75.00	
<a href="#">7-3-1D</a>	Dogs off leash in public park		\$500.00
	Dogs leaving feces in public park		\$250.00
<a href="#">7-3-1F</a>	Trespass in park after dark		\$50.00 - \$75.00
<a href="#">7-3-6G</a>	Lion's Park parking lot violations		\$2.00 - \$20.00
<a href="#">7-3-7A</a>	Violation of sections <a href="#">7-3-1</a> and <a href="#">7-3-2</a> of this Code		Not more than \$750.00
<a href="#">7-3-7B</a>	Payment to avoid prosecution:		
	Within 10 days:		
		First offense	\$25.00
		Second offense	\$50.00
		Third and subsequent offenses	\$100.00
	After 10 days:		
		First offense	\$50.00
		Second offense	\$100.00
		Third and subsequent offenses	\$200.00
<a href="#">7-4-5-1G</a>	General watercraft violations		\$50.00 - \$300.00
<a href="#">7-4-9E</a>	Private property launch of watercraft violation:		
	Motorized watercraft		Not less than \$300.00
	Non-motorized watercraft (rowboats, canoes, paddleboats and similar)		Not less than \$50.00
<a href="#">7-4-13A</a>	Lake of Lake Zurich and beaches violations		Not more than \$750.00
<a href="#">7-4-13B</a>	Payment to avoid prosecution:		
	Within 10 days		\$50.00 up to \$300.00
	Within 11 to 15 days		\$60.00 up to \$300.00
	After 15 days		Amount of citation
<a href="#">7-5-5</a>	Fee for each square foot of street openings		\$15.00
	Water meters:		
<a href="#">7-5-6A4</a>	Tampering fee		\$750.00
<a href="#">7-5-6A5</a>	Obstruction fee		\$250.00
<a href="#">7-5-6D</a>	Testing fee		\$100.00

<a href="#">7-5-6E</a>	Temporary metering		\$50.00		
<a href="#">7-5-6F3</a>	Failure to schedule meter replacement (monthly)		\$95.00		
<a href="#">7-5-6F4</a>	Failure to provide access on 2 consecutive appointments (monthly)		\$95.00		
<a href="#">7-5-7G5</a>	Restoration of service reconnection fee		\$1,500.00		
<a href="#">7-5-7G8</a>	Cross connections violations		\$100.00 - \$1,000.00		
Code Section	Subject		Fees/Fine		
			Water Connection Fee	Sewer Connection Fee	Total Base Fee
	Water and sewer connection fees:				
<a href="#">7-5-9A</a>	Base fees within corporate limits:				
		1"	\$ 2,500	\$ 3,500	\$ 6,000
		1.5"	\$3,500	\$5,000	\$8,500
		Less than 4"	\$10,000	\$14,000	\$24,000
		Less than 6"	\$18,000	\$28,000	\$46,000
		Less than 8"	\$24,000	\$40,000	\$64,000
		8" or more	\$36,000	\$50,000	\$86,000
	<a href="#">7-5-9B</a>	Base fees outside corporate limits:			
		1"	\$3,125	\$4,375	\$7,500
		1.5"	\$4,375	\$6,250	\$10,625
		Less than 4"	\$12,500	\$17,500	\$30,000
		Less than 6"	\$22,500	\$35,000	\$57,500
		Less than 8"	\$30,000	\$50,000	\$80,000
		8" or more	\$45,000	\$62,500	\$107,500
		<a href="#"><b>Lake Michigan capital reservation fees</b></a>			
	<a href="#"><b>Capital fee within corporate limits:</b></a>	<a href="#"><b>\$ 3,500</b></a>		<a href="#"><b>\$ 3,500</b></a>	
	<a href="#"><b>Capital fee outside corporate limits:</b></a>	<a href="#"><b>\$ 3,500</b></a>		<a href="#"><b>\$ 3,500</b></a>	

Code Section	Subject			Fee/Fine
	Water and sewer service fees:			
<a href="#">7-5-9C</a>		Irrigation fees for connection (corporate limits):		<u>Irrigation Supply Fee</u>
		1"		\$ 2,500
		1.5"		\$3,500

			Less than 4"	\$10,000	
			Less than 6"	\$18,000	
			Less than 8"	\$24,000	
			8" or more	\$36,000	
7-5-9 D		Irrigation fees for connections (out of corporate limits):			<u>Irrigation Supply Fee</u>
			1"	\$3,125	
			1.5"	\$4,375	
			Less than 4"	\$12,500	
			Less than 6"	\$22,500	
			Less than 8"	\$30,000	
			8" or more	\$45,000	
7-5-9 E		Multiple unit connection fee schedule (corporate limits):			
			Multiple residential unit development	\$5,000 x # of units greater than 1	
			Multiple non-residential tenant development	\$5,000 x # of units greater than 1	
			Multiple residential tenant developments	\$3,000 x # of units greater than 1	
			Multiple bed developments with 10 or fewer rooming units	\$3,000 x # of units greater than 1	
			Multiple bed developments with 11 or more rooming units	\$2,000 x # of units greater than 1	
7-5-9 F		Multiple unit connection fee schedule (out of corporate limits):			

		Multiple residential unit development	\$6,250 x # of units greater than 1
		Multiple non-residential tenant development	\$6,250 x # of units greater than 1
		Multiple residential tenant developments	\$3,750 x # of units greater than 1
		Multiple bed developments with 10 or fewer rooming units	\$3,750 x # of units greater than 1
		Multiple bed developments with 11 or more rooming units	\$2,500 x # of units greater than 1
<a href="#">7-5-11G</a> , <a href="#">7-5-12G</a> , <a href="#">7-5-13C</a>	General late penalty		10% of billed amount
<a href="#">7-5-16B1</a>	Delinquent bill administrative charge		\$35 .00
<a href="#">7-5-17</a>	Charge for disconnection and reconnection/shut off fee		\$75 .00
<a href="#">7-5-20D</a>	Water conservation violation:		
	First offense		\$25.00 - \$50.00
	Second offense within same calendar year		\$150.00 - \$500.00
	Third or subsequent offense within same calendar year		\$400.00 - \$500.00

Code Section	Subject		Fee/Fine	
<a href="#">7-5-21</a>	Service charges for residents:		Eff. 1-1-2024	Eff. 1-1-2025
	Water - operations and maintenance per 1,000 gallons		\$8.14	\$8.38
	<del>Water - debt service per 1,000 gallons</del>		<del>\$2.10</del>	
	Water - capital improvements per 1,000 gallons		\$7.47	\$7.69
	Water - Lake County treatment		\$4.86	<del>\$5.05</del> <b>\$5.06</b>
	Irrigation only - operations and maintenance per 1,000 gallons		\$5.77	\$5.94

		<del>Irrigation only — debt service per 1,000 gallons</del>	\$1.45	
		Irrigation only - capital improvements per 1,000 gallons	\$4.20	\$4.33
		Lake Michigan water per 1,000 gallons	\$3.00	<del>\$6.00</del> <b><u>\$4.50</u></b>
		Sanitary sewer service only flat charge per month	\$73.50	\$75.00
		Minimum basic charge based upon 2,000 gallons per month	<del>\$46.93</del> <b><u>\$46.94</u></b>	<del>\$54.25</del> <b><u>\$51.26</u></b>
		Combined water/sewer rate per 1,000 gallons	<del>\$19.83</del> <b><u>\$23.47</u></b>	<b><u>\$25.63</u></b>
<a href="#">7-5-21</a>	Service charges for non-residents:			
		Water - operations and maintenance per 1,000 gallons	\$16.28	\$16.76
		<del>Water — debt service per 1,000 gallons</del>	\$2.10	
		Water - capital improvements per 1,000 gallons	\$7.47	<del>\$7.47</del> <b><u>\$7.69</u></b>
		Water - Lake Michigan water per 1,000 gallons	\$3.00	<del>\$6.00</del> <b><u>\$4.50</u></b>
		Water - Lake County treatment per 1,000 gallons	\$4.86	<del>\$5.05</del> <b><u>\$5.06</u></b>
		Irrigation only - operations and maintenance per 1,000 gallons	\$11.54	\$11.88
		<del>Irrigation only — debt service per 1,000 gallons</del>	\$1.00	
		Irrigation only - capital improvements per 1,000 gallons	\$4.20	<del>\$4.20</del> <b><u>\$4.33</u></b>
		Irrigation only - Lake Michigan water per 1,000 gallons	\$3.00	<del>\$6.00</del> <b><u>\$4.50</u></b>
		Sewer - operations and maintenance per 1,000 gallons	\$9.27	\$9.55
		<del>Sewer — debt service per 1,000 gallons</del>	\$3.00	
		Sewer - capital improvements per 1,000 gallons	\$6.13	<del>\$6.13</del> <b><u>\$6.31</u></b>
		Sewer - Lake County treatment per 1,000 gallons	\$4.86	<del>\$5.05</del> <b><u>\$5.06</u></b>
		Minimum basic charge based upon 2,000 gallons per month	<del>\$66.32</del> <b><u>\$63.22</u></b>	<del>\$71.01</del> <b><u>\$68.02</u></b>
		Sanitary sewer only flat charge per month	\$110.00	\$115.00
		Irrigation services only base fee	<del>\$16.65</del> <b><u>\$16.65</u></b>	<b><u>\$20.71</u></b>

				<del>\$18.74</del>	
		Combined water/sewer rate per 1,000 gallons		<del>\$31.95</del> <del>\$31.61</del>	<del>\$34.01</del>
<a href="#">7-5-21</a>	Miscellaneous utility fees:				
		Residential senior/disabled discount		\$14.24	\$14.24
		Utility tag fee		\$25.00	<del>\$35.00</del>
		Hydrant use fee		Subject to Public Works	
<a href="#">7-5-21</a>	Lake Zurich and outside of Lake Zurich water accounts				
		Lake Michigan water per 1,000 gallons			
			Effective 1-1-2026	<del>9.00</del>	<del>\$6</del>
			Effective 1-1-2027	<del>12.00</del>	<del>\$8</del>
			Effective 1-1-2028	<del>15.00</del>	<del>\$10</del>
<a href="#">7-5A</a>	Sewer use and sewage pretreatment:				
		Annual permit fee		\$750.00	
		Annual permit issued after November 1st		\$375.00	
		Compliance inspection - cost per inspection		\$65.00 and costs incurred by Village	
		Publication for significant non-compliance	<del>significant</del> <b>significant</b>	Costs incurred by Village	
	Surcharge on significant industrial users - pollutant and concentration			<u>Rate Per Pound</u>	
		BOD:			
			201 - 500 (mg/L)	\$0.40	
			501 - 800 (mg/L)	\$1.60	
		NH <sub>3</sub> N:			
			26 - 80 (mg/L)	\$2.40	
			81 - 150 (mg/L)	\$9.60	
		TSS:			
			201 - 500 (mg/L)	\$0.40	
			501 - 800 (mg/L)	\$1.60	
<a href="#">7-5A</a>	Sewer use and sewage pretreatment violation:				
		General violation - each day violation is present		\$100.00 - \$500.00	
		Intergovernmental fines against Village		Costs incurred to Village	
		Damage to Village wastewater system		Costs incurred to Village	
<a href="#">7-6-5-2</a>	Tree regulations violations			\$25.00 - \$750.00	

	Construction of utility facilities in ROW:		
<a href="#">7-7-4F</a>	Application fee		\$500.00
<a href="#">7-7-4G</a>	Inspection fees		Actual costs to Village
<a href="#">7-8-5D</a>	Permits for small wireless facilities:		
		Request to collocate a small wireless facility that includes the installation of a new utility pole	\$1,000.00
		Request to collocate a single small wireless facility on an existing utility pole or wireless support structure	650.00.
		Request to collocate multiple small wireless facilities on existing utility poles or wireless support structures addressed in a single application	\$350.00 per small wireless facility
<a href="#">7-8-13A</a>	Small wireless facilities collocation on Village-owned utility pole in right-of-way		Higher of \$200.00 per year per small wireless facility; or actual, direct, and reasonable costs related to the wireless provider's use of space on pole
<a href="#">7-8-16</a>	Small wireless facilities collocation on Village utility poles pending dispute resolution		Not more than \$200.00 per year per pole

### BUILDING REGULATIONS

Code Section	Subject			Fee/Fine
<a href="#">8-1-21</a>	General Building Code violation			\$250.00 - \$750.00
<a href="#">8-1-22</a>	Failure to obtain permit required under title 8, "Building Regulations", of this Code			2 times the full cost of the building or other permit for such work
<a href="#">8-2-2B</a>	Building permit administration fee			<del>\$50</del> <b>\$55</b>
<a href="#">8-2-4, 8-2-5</a>	Plan review and permit fees:			
	Residential (per unit):			
	New building construction:			
			Base fee (plan review)	<del>\$300</del> <b>\$315</b>
			Principal building permit fee:	
			0 to 1,200 square feet	<del>\$1,375</del> <b>1,310.00</b>
			1,201 to 2,600 square feet	<del>\$1,750</del> <b>670.00</b>
			2,601 to 5,500 square feet	<del>\$2,750</del> <b>620.00</b>
			5,501 to 10,000 square feet	<del>\$3,750.00</del> <b>0.00</b>

				10,001 to 50,000 square feet	<del>\$5,950</del> <b>\$6,250</b> plus \$40 <b>\$11</b> for each 100 square feet in excess of 25,000 square feet
				50,001 to 100,000 square feet	<del>\$8,920</del> <b>\$9,370</b> plus \$4 <b>\$5</b> for each 100 square feet in excess of 65,000 square feet
				More than 100,000 square feet	<del>\$11,300</del> <b>\$11,870</b> plus <del>\$1.50</del> <b>\$2.50</b> for each 100 square feet in excess of 100,000 square feet
				Electrical (plan review):	<b>\$95.00</b>
-	-	-	-	<del>0 to 1,000 square feet</del>	<del>\$90.00</del>
-	-	-	-	<del>1,001 to 2,000 square feet</del>	<del>120.00</del>
-	-	-	-	<del>2,001 to 3,000 square feet</del>	<del>155.00</del>
-	-	-	-	<del>3,001 or more square feet</del>	<del>190.00</del>
				Electric service permit fees:	
				Up to 200 amps	\$120 <b>\$125</b>
				201 to 400 amps	\$160 <b>\$170</b>
				401 to 1,000 amps	\$250 <b>\$265</b>
				More than 1,000 amps	\$490 <b>\$515</b>
				Plumbing (permit):	
				Single-family	\$90.00 <b>\$595</b> plus <b>\$30</b> \$25 per fixture
				Multiple-family	\$120 <b>\$125</b> plus <b>\$30</b> \$25 per fixture
				Mechanical ( <del>permit</del> plan review)	\$90 <b>\$95</b>
				Heating (permit):	
				Single-family:	
				0 to 1,000 square feet	<del>\$75</del> <b>\$80</b> plus <b>\$60</b> \$55 per appliance
				1,001 to 2,000 square feet	<del>\$120</del> <b>\$125</b> plus <b>\$60</b> \$55 per appliance
				2,001 square feet or more	<del>\$155</del> <b>\$165</b> plus <b>\$60</b> \$55 per appliance
				Multiple-family for each 1,000 square feet or portion thereof	\$90 <b>\$95</b>
				Air conditioning:	
				Single-family:	
				0 to 1,000 square feet	<del>\$75</del> <b>\$80</b> plus <b>\$60</b> \$55 per appliance
				1,001 to 2,000 square feet	<del>\$120</del> <b>\$125</b> plus <b>\$60</b> \$55 per appliance
				2,001 square feet or more	<del>\$155</del> <b>\$165</b> plus <b>\$60</b> \$55 per appliance
				Multiple-family for each 1,000 square feet or portion thereof	<del>90</del> <b>\$95</b>



			Fireplace:	
			Prefabricated	<del>\$180</del> <b>\$190</b>
			Masonry	<del>\$240</del> <b>\$255</b>
		Engineering review of permit plat and houseline review, per residential unit.		<del>\$750</del> <b>\$1,000</b>
		Room additions, porches, in-ground pools, interior remodeling:		
			Base permit fee:	
			0 to 400 square feet	<del>\$80</del> <b>\$85</b>
			401 to 1,000 square feet	<del>\$115</del> <b>\$120</b>
			More than 1,001 square feet	<del>\$155</del> <b>\$165</b>
			Project size - permit fee:	
			0 to 600 square feet	<del>\$55</del> <b>\$60</b>
			601 to 1,000 square feet	<del>\$75</del> <b>\$80</b>
			More than 1,000 square feet	<del>\$100.00</del> <b>\$105</b> plus <del>\$15.00</del> <b>\$16</b> for each 500 square feet or any fraction over 1,000 square feet
			Electric plan review:	
			0 to 400 square feet	<del>\$25</del> <b>\$30</b>
			401 to 1,000 square feet	<del>\$30</del> <b>\$35</b>
			More than 1,001 square feet	<del>\$35</del> <b>\$40</b>
			Electric permit fees:	
			0 to 1,000 square feet	<del>\$75</del> <b>\$85</b>
			1,001 to 2,000 square feet	<del>\$105</del> <b>\$115</b>
			2,001 or more square feet	<del>\$130</del> <b>\$150</b>
			Electric service permit:	
			Up to 200 amps	<del>\$110</del> <b>\$125</b>
			201 to 400 amps	<del>\$150.00</del> <b>\$170</b>
			401 to 1,000 amps	<del>\$240.00</del> <b>\$265</b>
			More than 1,000 amps	<del>\$475.00</del> <b>\$515</b>
			Plumbing plan review:	
			0 to 400 square feet	<del>\$25</del> <b>\$30</b>
			401 to 1,000 square feet	<del>\$30</del> <b>\$35</b>
			More than 1,001 square feet	<del>\$35</del> <b>\$40</b>
			Plumbing permit fees:	
			Single-family	<del>\$60</del> <b>\$50.00</b> plus <del>\$17</del> <b>\$16.00</b> per fixture
			Multiple-family	<del>\$95</del> <b>\$90.00</b> plus <del>\$21</del> <b>\$20.00</b> per fixture
			Mechanical plan review:	

			0 to 400 square feet	<del>\$30</del> \$25.00
			401 to 1,000 square feet	<del>\$35</del> \$30.00
			1,001 to 3,000 square feet	<del>\$70</del> \$65.00
			More than 3,001 square feet	<del>\$95</del> \$90.00
			Accessory structures plan review	<del>\$60</del> \$55.00
			All others	<del>\$35</del> \$30.00
			Heating permit:	
			Single-family	<del>\$65</del> <del>\$70</del> per appliance; <del>\$65</del> <del>\$70</del> .00 ductwork only
			Multiple-family for each 1,000 square feet or portion thereof	<del>\$95</del> \$90.00
			Air conditioning:	
			Single-family	<del>\$70</del> <del>\$65</del> .00 per appliance; <del>\$70</del> <del>\$65</del> .00 ductwork only
			Multiple-family for each 1,500 square feet or portion thereof	<del>\$95</del> \$90
			Fireplace:	
			Prefabricated	<del>\$190</del> \$180.00
			Masonry	<del>\$250</del> \$240.00

Code Section	Subject			Fee/Fine
	Residential special projects - permit fees:			
		Patios and service walks		<del>\$50</del> \$45.00
		Decks, gazebos, porches, and sheds		<del>\$85</del> \$80.00
		Roofing, siding, windows and other:		
		Siding, windows, and other		<del>\$85</del> \$80.00
		Roofing		<del>\$55</del> \$50.00
		Swimming pools, hot tubs, and spas:		
		Aboveground		<del>\$85</del> \$80.00
		Inground		<del>\$165</del> \$155.00
		Driveways (single-family residential)		<del>\$95</del> \$90 per approach
		Demolition:		
		Interior		<del>\$230</del> \$220.00
		Entire structure		<del>\$1,150</del> \$1,090.00
		Moving of building		<del>\$250</del> \$240.00
		Fences		<del>\$55</del> \$50.00
		Temporary signs		<del>\$55</del> \$50.00
		Water service inspections		<del>\$50</del> \$45.00

		Water meter installation	\$45 <del>\$50</del> plus cost of meter
		Sewer tap inspection	<del>\$45.00</del> <b>\$50</b>
		Water for construction (single-family residential)	<del>\$45.00</del> <b>\$50</b>
		Lawn sprinklers	<del>\$35.00</del> <b>\$40</b> plus <del>\$16.00</del> <b>\$17</b> per fixture plus <del>\$5.00</del> <b>\$6</b> per sprinkler head
		Lawn sprinkler engineering review when required	<del>\$180.00</del> <b>\$190</b> plus <del>\$100.00</del> <b>\$105</b> per inspection
		Retaining walls 2' or more in height	<del>\$100.00</del> <b>\$105</b> per inspection plus <del>\$1.10</del> <b>\$1.15</b> per square foot
		Parking lots:	
		Sealing, restriping, and resurfacing:	
		0 to 2,000 square feet	<del>\$65</del> <b>70.00</b>
		Over 2,001 square feet	<del>\$120</del> <b>\$125.00</b>
		Paving, new lots or portions thereof	<del>\$0.070</del> <b>\$0.080</b> per square foot
		Exterior underground electric/site wiring	<del>\$50.00</del> <b>\$55</b>
		Excavations in the right-of-way:	
		Involving pavement	<del>\$25.00</del> <b>\$30</b> per square foot
		Sewer repairs or water service repairs	<del>\$90.00</del> <b>\$95</b>
		Foundation only permit	25% of permit fee
		Administrative fee	<del>\$45</del> <b>\$50</b> per permit
		Commercial, industrial, and all other:	
		New building construction including additions (plan reviews):	
		0 to 3,000 square feet	<del>\$440</del> <b>\$420.00</b>
		3,001 to 10,000 square feet	<del>\$448</del> <b>\$840.00</b>
		10,001 to 30,000 square feet	<del>\$1,630</del> <b>\$1,550.00</b>
		30,001 to 50,000 square feet	<del>\$2,395</del> <b>\$2,280.00</b>
		50,001 to 100,000 square feet	<del>\$4,505</del> <b>\$4,290</b>
		100,001 to 300,000 square feet	<del>\$7,510</del> <b>\$7,155</b>
		More than 300,000 square feet	<del>\$11,245</del> <b>\$10,710</b>

Code Section	Subject	Fee/Fine
	Construction of new buildings and additions to existing buildings - permit fees:	
	Principal building permit fees for new construction:	
	0 to 2,000 square feet	<del>\$835.00</del> <b>\$880</b>
	2,001 to 4,000 square feet	<del>\$1,190</del> <b>\$1,250</b>
	4,001 to 8,000 square feet	<del>2,142</del> <b>\$2,250</b>

			8,001 to 20,000 square feet	<del>\$2,970.00</del> <b>\$3,120</b> plus <del>\$16.00</del> <b>\$17</b> for each 100 square feet in excess of 10,000
			20,001 to 40,000 square feet	<del>\$5,940.00</del> <b>\$6,240</b> plus <del>\$11.00</del> <b>\$12</b> for each 100 square feet in excess of 25,000
			40,001 to 80,000 square feet	<del>\$8,925.00</del> <b>\$9,370</b> plus <del>\$5.00</del> <b>\$6</b> for each 100 square feet in excess of 50,000
			More than 80,000 square feet	<del>\$11,300.00</del> <b>\$11,865</b> plus <del>\$2.00</del> <b>\$3</b> for each 100 square feet in excess of 100,000
		Electrical plan reviews		25% of fee
		Electrical permit fees		<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof
		Electric service:		
			Up to 200 amps	<del>\$180.00</del> <b>\$190</b>
			201 to 400 amps	<del>\$270.00</del> <b>\$285</b>
			401 to 1,000 amps	<del>\$360.00</del> <b>\$380</b>
			More than 1,000 amps	<del>\$660.00</del> <b>\$695</b>
		Plumbing		25% of fee
		Plumbing permit fees		<del>\$120.00</del> <b>\$125</b> plus <del>\$30.00</del> <b>\$32</b> per fixture
		Mechanical		25% of fee
		Heating		<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof, plus <del>\$55.00</del> <b>\$60</b> per appliance
		Air conditioning		<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof, plus <del>\$55.00</del> <b>\$60</b> per appliance
		Footing and foundation review (for separate permit)		25% of the full building review fee
	Alterations, build-outs and remodeling including new spaces in new buildings and existing spaces in existing buildings:			
		0 to 3,000 square feet		<del>\$75.00</del> <b>\$80</b> per 1,000 square feet or fraction
		3,001 to 10,000 square feet		<del>\$80.00</del> <b>\$90</b> per 1,000 square feet or fraction
		10,001 to 50,000 square feet		<del>\$90.00</del> <b>\$100</b> per 1,000 square feet or fraction

		More than 50,000 square feet	<del>\$120.00</del> <b>\$125</b> per 1,000 square feet or fraction
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Code Section	Subject	Fee/Fine
	Remodels, tenant build-outs, etc., of commercial and industrial uses:	
	Principal building fee:	
	0 to 1,000 square feet	<del>\$190</del> <b>\$180.00</b>
	1,001 to 2,000 square feet	<del>\$315</del> <b>\$300</b>
	2,001 to 5,000 square feet	<del>\$505</del> <b>\$480</b>
	5,001 to 10,000 square feet	<del>\$880</del> <b>\$835</b>
	10,001 to 25,000 square feet	<del>\$1,250</del> <b>\$1,190</b>
	25,001 to 50,000 square feet	<del>\$1,500</del> <b>\$1,430</b>
	50,001 to 100,000 square feet	<del>\$1,880</del> <b>\$1,790</b>
	More than 100,000 square feet	<del>\$2,500</del> <b>\$2,385</b>
	Electrical	30% of fee
	Electrical permit fees	<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof
	Electric service:	
	0 to 100 amps	<del>\$90.00</del> <b>\$95</b>
	101 to 200 amps	<del>\$180.00</del> <b>\$190</b>
	201 to 400 amps	<del>\$370.00</del> <b>\$385</b>
	401 to 1,000 amps	<del>\$360.00</del> <b>\$380</b>
	More than 1,000 amps	<del>\$660.00</del> <b>\$690</b>
	Plumbing	30% of fee
	Plumbing permit fees	<del>\$120.00</del> <b>\$125</b> plus <del>\$26</del> <b>\$25.00</b> per fixture
	Mechanical	30% of fee
	Heating	<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof plus <del>\$55.00</del> <b>\$60</b> per appliance
	Air conditioning	<del>\$65.00</del> <b>\$70</b> for each 1,000 square feet or fraction thereof plus <del>\$55.00</del> <b>\$60</b> per appliance
	All other reviews: All other reviews not related to other construction, including, but not limited to:	
	Electric services, parking lots: sealing, restriping, resurfacing, paving, new lots, underground and site wiring, permanent signs/awnings, lawn sprinkler systems, retaining walls, temporary signs, construction trailers, hood and duct systems, accessory structures (fences, sheds, trash enclosures, etc.)	<del>\$65.00</del> <b>\$70</b>

	Flat rate permit fees for special projects (commercial):	
	Patios and service walks	<del>\$85.00</del> <b><u>\$90</u></b>
	Decks, gazebos, porches, and sheds	<del>\$155.00</del> <b><u>\$160</u></b>
	Roofing	<del>\$180.00</del> <b><u>\$190</u></b>
	Driveways	<del>\$90.00</del> <b><u>\$95</u></b> per approach
	Demolition:	
	Underground tanks	<del>\$165.00</del> <b><u>\$175</u></b>
	"White box"	<del>\$380.00</del> <b><u>\$400</u></b>
	Structure	<del>\$2,700</del> <b><u>\$2,835</u></b>
	Moving of building	<del>\$595.00</del> <b><u>\$625</u></b>
	Fences and trash enclosures	<del>\$120.00</del> <b><u>\$125</u></b>
	Signs, canopies or awnings:	<del>\$65</del> <b><u>\$70</u></b>
	Nonilluminated	<del>\$1.00</del> <b><u>\$1.10</u></b> per square foot
	Illuminated	<del>\$1.15</del> <b><u>\$1.20</u></b> per square foot
	Temporary signs	<del>\$65</del> <b><u>\$70</u></b>
	Water service inspections	<del>\$65</del> <b><u>\$70</u></b>
	Water meter installation	<del>\$60</del> <b><u>\$65</u></b> plus cost of meter
	Sewer tap inspection	<del>\$65</del> <b><u>\$70</u></b>
	Water for construction	<del>\$120</del> <b><u>\$125</u></b> plus meter rates
	Temporary use permit	<del>\$120</del> <b><u>\$125</u></b>
	Retaining walls	<del>\$0.60</del> <b><u>\$1.15</u></b> per square foot
	Parking lots:	
	Sealing, restriping	<del>\$180</del> <b><u>\$190</u></b>
	Resurfacing	<del>\$360</del> <b><u>\$380</u></b>
	Paving, new lots, or portions thereof	<del>\$0.07</del> <b><u>\$0.08</u></b> per square foot
	Exterior underground electric/site wiring	<del>\$75.00</del> <b><u>\$80</u></b> plus \$5.00 per fixture
	Elevators	<del>\$75.00</del> <b><u>\$80</u></b> plus actual cost of consultant and administrative fees
	Fire Department plan review and permit fees:	
	Fire alarm system:	
	Fire Department plan review and permit/inspection fee	<del>\$325.00</del> <b><u>\$340</u></b> plus \$40.00 <b><u>\$11</u></b> per device
	Automatic fire sprinkler system:	
	Single-family residential fee (13 D)	<del>\$215.00</del> <b><u>\$225</u></b> flat rate
	Commercial and multi-family	<del>\$245.00</del> <b><u>\$260</u></b> plus \$40.00 <b><u>\$11</u></b> per head
	Other fire suppression systems (H&D, FM200, etc.)	<del>\$330</del> <b><u>\$350</u></b> flat rate
	Preliminary fire plan review	<del>\$165</del> <b><u>\$175</u></b>
	Fire Department operational permits as described in section 8-9-2 of this Code	<del>\$55</del> <b><u>\$160</u></b>

	Professional plan review	Consultant fees including administrative fees
	Occupancy permits:	
	A. Final residential new construction additions, alterations, and single-family attached and detached	\$90 <del>\$95</del>
	B. Temporary residential	\$180 <del>\$190</del>
	C. All others:	
	1. 0 to 5,000 square feet	\$180 <del>\$190</del>
	2. 5,001 to 10,000 square feet	\$270 <del>\$285</del>
	3. 10,001 to 50,000 square feet	\$390 <del>\$410</del>
	4. More than 50,001 square feet	\$535 <del>\$560</del>
	5. Temporary	2 times fee for subsections C1 through C4 of this fee schedule
	D. Reinspections:	
	Residential	\$90 <del>\$95</del>
	All other	\$180 <del>\$190</del>
8-2-6A	Site performance cash deposit:	
	All building construction when temporary certificate of occupancy is required:	
	0 to 2,500 square feet and single-family residence	1,600.00
	2,501 to 5,000 square feet	3,300.00
	5,001 to 75,000 square feet	5,400.00
	75,001 and larger square feet	10,800.00
	All building construction when a final occupancy is required:	
	Residential (detached)	500.00
	All others	1,000.00
	Construction deposits:	
	Residential (detached)	500.00
	All others	1,000.00
	All work within any public right-of-way. Deposit returned after approval by Public Works	3,600.00
	All work in a paved roadway (deposit returned 1 year after completion) and approval by Public Works	\$3,600.00 or 10% of evaluation of work whichever is higher
	Permanent sign	\$250.00
	<del>Doors</del>	<del>No deposit required</del>
<u>8-6-2</u> (108.5)	Mechanical Code stop work order violation	\$250.00 - \$750.00

<a href="#">8-9-2</a> (109.4.1)	Fire Code re-inspection fees - third and subsequent re-inspections	\$250.00 - \$750.00 each
<a href="#">8-13-2</a> (108.5)	Fuel Gas Code stop work order violation	\$250.00 - \$750.00

**ZONING**

Code Section	Subject	Fee/Fine
<a href="#">9-9-1C4d(3)</a>	Zoning violations - vehicles:	
	First, second and third citations:	
	Within 10 days	\$50 <del>\$55</del>
	Between 10 and 20 days	\$100 <del>\$105</del>
	Fourth, fifth and sixth citations:	
	Within 10 days	\$100 <del>\$105</del>
	Between 10 and 20 days	\$200 <del>\$210</del>
	Seventh, eighth, and ninth citation:	
	Within 10 days	\$200 <del>\$210</del>
	Between 10 and 20 days	\$400 <del>\$420</del>
	10th and subsequent citations:	
	Within 10 days	\$300 <del>\$315</del>
	Between 10 and 20 days	750.00
<a href="#">9-10-1</a>	Parking of oversize vehicles in residential districts	\$50.00 - \$100 <del>\$500</del>
<a href="#">9-23C-3</a>	General zoning violation	\$250.00 - \$750.00
	Summons by certified mail	Not to exceed \$750.00

**LAND DEVELOPMENT CODE**

Code Section	Subject	Fee/Fine
<a href="#">10-6-1F1</a>	Construction hours violations	\$250.00 - \$750.00
<a href="#">10-7-9</a>	Land development violation	\$250.00 - \$750.00
<a href="#">10-7-10B</a>	Subdivision plat review:	
	Number of lots:	
	1 to 25	\$60 <del>\$65</del>
	26 to 50	\$60 <del>\$65</del> plus \$1.00 <del>\$2.00</del> for each lot in excess of 25
	51 to 100	\$60 <del>\$65</del> plus \$1.00 <del>\$2.00</del> for each lot in excess of 50



		101 to 200	<del>\$60</del> <b>\$65</b> plus <del>\$1.00</del> <b>\$2.00</b> for each lot in excess of 100
		Over 200	<del>\$60</del> <b>\$65</b> plus <del>\$1.00</del> <b>\$2.00</b> for each lot in excess of 200
<u>10-7-11B</u>	Engineer plan review:		
		Minimum fee	<del>\$550</del> <b>\$1,000</b>
		Estimated construction cost of improvement	3%
<u>10-7-11C</u>	Engineering inspections		Minimum of <del>\$550</del> <b>\$1,000</b> or <del>2%</del> <b>3%</b> certified estimated construction cost
<u>10-9-1</u>	Village staff application fee:		
		Annexation:	
		Pre-annexation	<del>\$270</del> <b>\$285</b>
		Annexation	<del>\$1,100.00</del> <b>\$1,200.00</b> per acre or fraction thereof
	Preliminary zoning reviews:		
		Residential	<del>\$100</del> <b>\$105</b>
		Non-residential	<del>\$110</del> <b>\$115</b>
	Inspector		<del>70.00</del> <b>\$75</b> /hour
<u>10-9-1</u>	<del>Zoning Board of Appeals-Planning and Zoning Commission</del> application fee:		
		Variations	
		Residential (existing)	<del>\$140.00</del> <b>\$145</b> plus <del>\$140.00</del> <b>\$145</b> if any work commenced prior to issuance of permit
		Residential (new development)	<del>\$200.00</del> <b>\$210</b> plus <del>\$250.00</del> <b>\$160</b> if any work commenced prior to issuance of permit
		Non-residential	<del>\$550.00</del> , <b>\$580</b> plus consultants' fees and <del>\$750.00</del> <b>\$780</b> if any work commenced prior to issuance of permit
		<b><u>Appeal or Variation not otherwise specified</u></b>	<b><u>\$1,000.00</u></b>
<u>10-9-1</u>	Zoning Code application:		
		Text amendment	<del>\$490</del> <b>\$515</b> , plus consultants' fees
		Map amendment	<del>\$600</del> <b>\$630</b> , plus consultants' fees
	Special use permits:		
		Residential	<del>\$500</del> <b>\$525</b>
		Non-residential	<del>\$950.00</del> <b>\$1,000</b> plus consultants' fees
	Special use permit amendments:		
		Residential	<del>\$330</del> <b>\$350</b>
		Non-residential	<del>\$600.00</del> , <b>\$630</b> plus consultant fees
	Site plan reviews:		
		Residential (existing)	<del>\$140</del> <b>\$145</b>

		Residential (new development)	<del>\$190</del> <b><u>\$200</u></b>
		Non-residential	<del>\$500</del> <b><u>\$525</u></b> , plus <del>\$150</del> <b><u>\$160</u></b> per acre or fraction thereof and plus consultants' fees
		Exterior appearance reviews:	
		0 - 50' of structure frontage	<del>\$330</del> <b><u>\$350</u></b>
		50 - 200' of structure frontage	<del>\$500</del> <b><u>\$525</u></b>
		Non-residential	<del>\$650</del> <b><u>\$700</u></b>
		Planned unit developments:	
		Residential	<del>\$330</del> <b><u>\$350</u></b> per lot or dwelling, whichever greater, plus consultants' fees
		Non-residential	<del>\$2,160.00</del> , <b><u>\$2,270</u></b> plus <del>\$305.00</del> <b><u>\$320</u></b> per lot, plus consultants' fees
		Subdivision plan applications:	
		Subdivision applications:	
		Preliminary plan approvals:	
		Residential	<del>\$320</del> <b><u>\$340</u></b> per lot or dwelling, whichever greater, plus consultants' fees
		Non-residential	<del>\$500</del> <b><u>\$525</u></b> per lot or dwelling, plus consultants' fees
		Final plat approvals	<del>\$300</del> <b><u>\$315</u></b>
		Plat amendments:	
		Residential	<del>\$500</del> <b><u>\$525</u></b> per lot or dwelling, plus <del>consultants</del> <b><u>consultants'</u></b> fees
		Non-residential	<del>\$800</del> <b><u>\$840</u></b> per lot or dwelling, plus <del>consultants</del> <b><u>consultants'</u></b> fees
		<b><u>Consultants Fees (Escrow Account deposit), including review by Village Engineer, Village Attorney, and consultants as determined by the Community Development Department.</u></b>	
		<b><u>1 to 5 lot developments; required to be replenished upon request</u></b>	<b><u>\$1,000-\$5,000 as determined by the Community Development Department</u></b>
		<b><u>Greater than 5 lot developments; required to be replenished upon request</u></b>	<b><u>\$5,000-\$20,000 as determined by the Community Development Department</u></b>
<b>Code Section</b>	<b>Subject</b>		<b>Fee/Fine</b>
	<b><u>Engineering, Planning, and Public Works Review and inspection Fees (Flat Fee)</u></b>		
<b><u>10-9-1B</u></b>	Subdivision plans, subdivision plats, and planned unit	1.5% of estimated costs of site development for plan review and 2% of estimated costs of site development for inspection services	

	developments review fees	
<a href="#">10-9-1B</a>	Other projects, multiple-family and non-residential review fees:	
	Under \$50,000.00	6.5% of estimated costs of site development
	\$50,000.00 to \$250,000.00	5.0% of estimated costs of site development <b><u>(no less than \$3,250)</u></b>
	\$250,001.00 to \$750,000.00	4.0% of estimated costs of site development <b><u>(no less than \$12,500)</u></b>
	More than \$750,000.00	3.0% of estimated costs of site development <b><u>(no less than \$30,000)</u></b>
<a href="#">10-9-1B</a>	Other projects, single-family residential (subdivided prior to May 1, 1997) review fees	<del>\$500.00</del> <b><u>\$1,000</u></b> per site
<a href="#">11-1-16</a>	Flood control violations	\$250.00 - \$750.00 plus all legal and engineering costs and expenses involved in litigation

PASSED this \_\_\_\_\_ day of December, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of December, 2024.

\_\_\_\_\_  
Thomas Poynton, Village President

\_\_\_\_\_  
Kathleen Johnson  
Village Clerk

*At the Heart of Community*

## FINANCE DEPARTMENT

70 East Main Street  
Lake Zurich, Illinois 60047(847) 438-5141  
LakeZurich.org

## MEMORANDUM

Date: November 22, 2024  
To: Ray Keller, Village Manager *PK*  
From: Amy Sparkowski, Director of Finance  
Subject: Ambulance Transport Fee

AGENDA ITEM

*8c*

**Issue:** The Village currently bills for ambulance transport services. The rate was last adjusted November 2017. As the rate charged does not cover our costs of providing the service, a periodic review of the rate is prudent.

**Strategic Plan:** Meeting the critical needs of the Village while maintaining a balanced budget is the main purpose of the Financial Sustainability Goal in the Strategic Plan. As highlighted in the objectives, maximizing existing revenue sources is an important element of this goal, particularly if the impact to Village residents can be minimized or mitigated altogether.

**Analysis:** Our current rates for ambulance transport service are \$1,200 for residents and \$1,350 for non-residents, plus a mileage charge of \$12 per mile. For billing purposes, residents are considered anyone residing within either the Village of Lake Zurich or within the Lake Zurich Rural Fire Protection District. Ambulance response without transport are not billed or billable.

Three main categories of billing are involved for ambulance billing. Medicare/Medicaid, private insurance, and direct patient billing. Medicare/Medicaid patient transports, which make up about 63% of our activity, have set reimbursement rates determined by the Federal government. In 2020, the Village began participating in the Ground Emergency Medical Transport Program (GEMT), which provides supplemental payments that cover the difference between our actual costs and the Medicaid payment. The Villages submits an annual Emergency Medical Transport Cost report to the department of Health and Family Services for eligibility to participate in the GEMT program. As a result of this program, many ambulance service providers align their ambulance service fees with the GEMT approved cost per transport, as it accurately reflects the cost to provide the transport.

The following reflect changes to current ambulance transport fees based on the 2023 GEMT approved cost per MTS transport:

1. Resident fee: \$2,673
2. Non-Resident fee: \$2,673
3. Mileage charge: \$15 per mile

These rates project to generate an additional \$232k in revenue for fiscal year 2025. The rate increase would be effective starting January 1, 2025.

**Recommendation:** In evaluating rate options, staff is recommending the fees be set without further Village board action, pursuant to the approved annual Ground Emergency Medical Transport Cost report submitted to the Illinois Department of Healthcare Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS).

Staff requests the village board approve ordinance amending Section 4-1A-10B of the Lake Zurich Municipal Code, Charges for Ambulance Transportation and Paramedical Services.



## VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2024-12-599

**AN ORDINANCE AMENDING SECTION 4-1A-10 OF THE LAKE ZURICH  
MUNICIPAL CODE INCREASING FEES FOR AMBULANCE SERVICES**

**WHEREAS**, the President and Board of Trustees of the Village of Lake Zurich have determined that it is appropriate and in the best interests of the Village and its residents to revise a certain charge for users of ambulance transportation and/or paramedical services:

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

**SECTION 1. RECITALS.** The foregoing recitals are incorporated herein as findings of the President and Board of Trustees.

**SECTION 2. AMENDMENT OF SECTION 4-1A-10B.** Subsection 4-1A-10B, titled "Charges for Ambulance Transportation and Paramedical Services," shall be, and it hereby is, amended, by deleting those provisions shown below as stricken through and by adding those provisions shown in italics and underscored, said Subsection to read in its entirety as follows:

B. Charges for Ambulance Transportation and Paramedical Services: Fees for Lake Zurich ambulance transportation and paramedical services shall be charged to, and paid by, the person receiving such services, as follows:

1. The fee charged by the Village of Lake Zurich shall be established on an annual basis effective January 1 of each year beginning in 2025. The fees will be set without further Village Board action, pursuant to the approved annual report submitted to the Illinois Department of Healthcare and Family Services (HFS) and/or the federal Centers for Medicare and Medicaid Services (CMS) Ground Emergency Medical Transport Cost Report Calculation of the Lake Zurich Fire/Rescue Department, reflecting the actual cost incurred for transport of residents and non-residents.
2. All patients, whether resident or non-resident, receiving Medical Transportation or Paramedical Services from the Lake Zurich Fire/Rescue Department shall be billed uniformly at the rate as determined in Section Two (B)-1 above.

- a. For purposes of this Section, the term "resident" shall mean any person whose actual domicile is within the corporate boundaries of the Village of Lake Zurich or Lake Zurich Rural Fire Protection District.
- b. Fees assessed under the authority of this Ordinance may be billed and collected utilizing the services of a third-party billing service. Further, in consideration of fiscal support of its residents through property tax payments, fees under section two of this Ordinance for emergency medical services treatment and/or transport to residents shall be limited to the established fee for said service that is reimbursed by the resident's health insurance provider (whether private, Medicare, etc.) plus co-pays, if any. Non-residents, who do not support the Village through property tax payments shall be billed the full amount for emergency medical services treatment and/or transport specified in section Two (B)-1 above.
3. The Fire Chief, or his designee, is hereby authorized to waive any or all fees due from a person, business, or other entity under this Ordinance pursuant to administrative regulation or on a case-by-case basis. Individual consideration may be given where a person presents, in good faith, a financial hardship or inability to pay.

**SECTION 3. EFFECTIVE DATE.** This ordinance will be in full force and effect on January 1, 2025, after its passage, approval, and publication in the manner provided by law.

PASSED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

AYES:

NAYS:

ABSENT:

ABSTAIN:

APPROVED this \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Thomas Poynton, Village President

ATTEST:

\_\_\_\_\_  
Kathleen Johnson  
Village Clerk