



AGENDA PACKET
VILLAGE OF LAKE ZURICH
Village Board of Trustees Meeting

April 7, 2025
07:00 pm

VILLAGE OF LAKE ZURICH

VILLAGE BOARD OF TRUSTEES MEETING

APRIL 7, 2025
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. PUBLIC COMMENT

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

5. PRESIDENT'S REPORT / COMMUNITY UPDATE

- Arbor Day Proclamation
- National Public Safety Telecommunicators Week
- Advice and Consent of Trustees to reappoint for a 3-year term to the Community-Police Advisory Commissioners Laurie Stutzman

6. CONSENT AGENDA

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

A. Approval of Minutes from the Village Board Meeting of March 17, 2025

Attachment: [6a.pdf](#)

B. Approval of Executive Session Minutes from the Village Board Meeting of March 3, 2025

C. Approval of Semi-Monthly Warrant Register Dated April 7, 2025 Totaling \$1,235,941.27

Attachment: [6c.pdf](#)

D. Ordinance Authorizing the Disposal of Surplus Property Owned by the Village of Lake Zurich (Assign Ord. #2025-04-607)

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

Attachment: [6d.pdf](#)

E. Resolution to Induce the Redevelopment of Certain Property Within the Industrial District Tax Increment Financing Redevelopment Project Area #4 for Echo at 400 Oakwood Road (Assign Reso. #2025-04-094)

Summary: The Illinois Tax Increment Allocation Redevelopment Act allows the Village to stimulate or induce redevelopment projects designated as the Industrial Center Redevelopment Project Area.

ECHO proposes to expand its manufacturing operations with an additional 80,000 square feet attached to its current distribution center. This estimated \$17 million investment would retain a major employer in Lake Zurich, accompanied by additional jobs and increased assessed property value.

ECHO requests consideration of TIF funding to help build the expansion due to high building costs and limited solutions to accommodate the new underground stormwater detention facilities. Adoption of the inducement resolution does not commit the Village to a specific incentive at this time, but makes qualifying activities eligible for potential future TUF reimbursement.

Attachment: [6e.pdf](#)

F. 2025-2026 Special Recreation Association of Central Lake County Member Agency Contribution in the Amount of \$129,274

Summary: The Village is one of eight member agencies of the Special Recreation Association of Central Lake County (SRACLC), which provides community based therapeutic recreation programs and services to people of all ages with disabilities or special needs. As a SRACLC member, the Village is able to levy a tax (\$375,000 in FY2025) to support inclusion assistance and ADA accessible facilities and equipment, including eligible improvements with the upcoming OSLAD project at Paulus Park. Over the past year, numerous Lake Zurich youth benefit from this investment in both Village programs (e.g. inclusion assistance with Dance, Day Camp, etc.) and SRA programs and events.

Ongoing participation in SRACLC requires an annual agency contribution, which was included in the FY 2025 budget. Staff recommends approval of the Special Recreation Association of Central Lake County member agency contribution for the amount of \$129,274.

Attachment: [6f.pdf](#)

G. Resolution for the Lake Zurich Triathlon Route to be Held on July 13, 2025 (Assign Reso. #2025-04-095)

Summary: The Illinois Department of Transportation issues permits to local authorities to temporarily close portions of State highways for public events. Staff requests the Village Board approve the resolution for the Lake Zurich Triathlon route held on July 13, 2025.

Attachment: [6g.pdf](#)

H. Resolution for Jack O Lantern World 5k Race Route to be Held on September 28, 2025 (Assign Reso. #2025-04-096)

Summary: The proposed resolution allows the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for public events. Staff requests the Village Board approve the resolution for the Jack O Lantern World 5k Race route held on September 28, 2025.

Attachment: [6h.pdf](#)

I. Resolution for Alpine Races Route to be Held on August 17, 2025 (assign Reso. #2025-04-097)

Summary: The proposed resolution allows the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for the Alpine Races route on August 17, 2025.

Attachment: [6i.pdf](#)

J. Agreement with Suburban Concrete Inc. for the 2025 Concrete Flatwork Program in the Amount Not-to-Exceed \$200,000

Summary: The FY 2025 budget allocates \$200,000 in the Non-Home Rule Sales Tax Fund for concrete curb and sidewalk repairs. A bid opening was held on February 28, 2024 with six bids received. The 2024 contract includes a one-year term with the option to renew up to two additional one-year periods and a three percent increase based on the CPI. Staff recommends exercising the renewal option to award a contract to Suburban Concrete for the 2025 Concrete Flatwork Program in the amount not-to-exceed \$200,000.

Attachment: [6j.pdf](#)

K. Resolution Accepting Public Improvements Within the Avery Ridge Subdivision and Release of Site Work Guarantees in the Form of a Letter of Credit and Bond (Assign Reso. #2025-04-098)

Summary: M/I Homes of Chicago, LLC, the developers of Avery Ridge Subdivision, requests a final acceptance of all public improvements and to release the Letter of Credit and Bond held by the Village for qualified site improvements. The Letter of Credit for \$1,544,728.90 was provided as a performance and payment security for site work at Avery Ridge Subdivision including improvements to the roadway, storm sewer, water main, and sanitary sewer. Upon completion of the work in 2021, the LOC was reduced to its current amount of \$395,859.90.

A bond was issued by RLI insurance company for the remaining site improvements, including earthwork and soil erosion control in the amount of \$1,333,896.30. Upon completion of the work in 2021, the Bond was reduced to its current amount pf \$299,158.50.

Village Engineer Manhard Consulting and Village Staff have inspected the property and concur that the public improvements can be accepted and the guarantees released.

Staff requests approval of the resolution accepting public improvements within Avery Ridge Subdivision with release of the Letter of Credit in the full amount of \$395,859.90 and release of the Bond in the full amount of \$299,158.50.

Attachment: [6k.pdf](#)

7. NEW BUSINESS

A. Resolution Approving the Sale of Property and Authorizing Execution of Sale Contract of 85 S. Old Rand Road (Assign Reso. #2025-04-099) (Trustee Riley)

Summary: Alex Jump representing JumpCo LLC Park Ave. Series has requested to purchase the Village owned property at 85 S. Old Rand Road for future development. Mr. Jump currently owns the adjacent property at 100 Park Avenue. The total purchase price to be paid by Mr. Jump is \$35,000 with a 10% deposit and bearing 100% of the closing costs.

JumpCo has agreed to a plat of consolidation for 100 Park Avenue and 85 S. Old Rand Road to be executed after closing. The plat will also record a 20-foot-wide utility easement to facilitate future water main maintenance.

Recommended Action: Motion to approve resolution #2025-04-099 approving the sale of the parcel identified as 85 S. Old Rand Road to JumpCo LLC Park Ave. Series.

Attachment: [7a.pdf](#)

B. Resolution Approving the Sale of Property and Authorizing Execution of Sale Contract of 173 W. Main Street (Assign Reso. #2025-04-100) (Trustee Riley)

Summary: Derick Goodman representing THG Holdings LLC or Nominee has requested to purchase Village owned real estate consisting of approximately 1.7 acres with a common street address of 173 W. Main Street for future townhome and commercial development. The total purchase price is \$1,050,000. A \$25,000 deposit will be forthcoming within 5 days of the Village Board approving the sale.

Recommended Action: Motion to approve resolution #2025-04-100 approving the sale of the parcels identified as 173 W. Main Street to THG Holdings LLC or Nominee.

Attachment: [7b.pdf](#)

C. Award a Contract to Stuckey Construction Company, Inc. for the OSLAD Paulus Park Grant Construction Project in the Amount Not-to-Exceed \$4,050,000 (Trustee Weider)

Summary: In March 2024, the Village of Lake Zurich was awarded a \$600,000 OSLAD grant for another round of improvements at Paulus Park, including shoreline restoration, renovation of the splash pad with game tables, creation of a new pump house, a bandshell for the park's stage, baggo courts, another bathroom and landscaping. The Village retained Hitchcock Design Group to design the project elements, prepare the construction documents, and conduct the bid process. In March 2025, Hitchcock Design Group conducted the bid process, which yielded six proposals. Stuckey Construction Company Inc. of Waukegan, IL submitted the lowest responsible bid at \$3,681,900 based on the elements staff selected for inclusion in the project scope.

With contingency, the project recommend approving the bid award to not exceed \$4,050,000. The FY 2025 Capital Project Fund budget includes \$3.4 million for work to be undertaken this year, supplemented by \$232,940 in SRA funding for eligible project costs. The remaining project balance will be included in the FY 2026 budget, to coincide with the completion of the project and to reflect actual construction costs.

Recommended Action: Motion to Award a contract for the OSLAD Paulus Park Grant Construction Project to Stuckey Construction Company, Inc. of Waukegan, Illinois for the base bid #1, base bid #2, and alternates #2, #4, and #10 for a project total, including 10% construction contingency, not to exceed of \$4,050,090.

Attachment: [7c.pdf](#)

8. TRUSTEE REPORTS

9. VILLAGE STAFF REPORTS

10. EXECUTIVE SESSION called for the purpose of:

- 5 ILCS 120 / 2 (c) (1) personnel review
- 5 ILCS 120 / 2 (c) (5) purchase or lease of real estate
- 5 ILCS 120 / 2 (c) (6) setting price for sale/lease of real estate
- 5 ILCS 120 / 2 (c) (21) review of executive session minutes

11. ADJOURNMENT

The next regularly scheduled Village Board meeting is on Monday, April 21, 2025.

UNAPPROVED MINUTES**VILLAGE OF LAKE ZURICH**

Board of Trustees
70 East Main Street



Monday, March 17, 2025 7:00 p.m.

AGENDA

1. **CALL TO ORDER** by Village President Mayor Poynton at 7:00 pm.
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. Others in attendance: Village Manager Keller, Attorney Uhler, Assistant Manager Duebner, Director Gibson, Director Saher, Chief Husak, Director Brown, Deputy Clerk Kordell.
3. **PLEDGE OF ALLEGIANCE**
4. **PUBLIC COMMENT**
 - o There were none.
5. **PRESIDENT'S REPORT / COMMUNITY UPDATE**

- **Advice and Consent to appoint Brian McGill to Three-Year Term on the Fire Pension Board through April 30, 2028.** Mayor Poynton provided a summary on Mr. McGill and recommended the Board support his reappointment to the Fire Pension Board;

Actions: A motion was made by Trustee Euker, seconded by Trustee Weider to reappoint Brian McGill to the Fire Pension Board for a three-year term.

AYES: Trustee Sugrue Euker Spacone Weider Riley Marx

NAYES: 0

ABSENT: 0

MOTION CARRIED

6. **CONSENT AGENDA**
 - A. Approval of Minutes from the Village Board Meeting of March 3, 2025
 - B. Approval of Executive Session Minutes from the Village Board Meeting of February 18, 2025
 - C. Approval of Semi-Monthly Warrant Register Dated March 17, 2025 Totaling \$367,428.17
 - D. Reduction in Letter of Credit to \$35,487 for NorthStar Pickle at 629 Rose Road
Summary: NorthStar Pickle provided a guarantee of site improvements in the form of a Letter of Credit (LOC) for \$354,877.60 as a performance and payment

security for site work at the development. They have requested to reduce the guarantee to a maintenance LOC in an amount of \$35,487 that has been agreed to by the Village's Development Review Team. The reduced LOC is required to guarantee improvements for a period of two years and cannot be less than 10% of the total initial cost of improvements. Staff recommends a reduction of the LOC to \$35,487.

E. IDOT Resolution for Motor Fuel Tax Maintenance under the Illinois Highway Code in the Amount Not-to-Exceed \$523,709

Summary: Lake Zurich contracts maintenance services and material purchases each year using its Motor Fuel Tax (MFT) allocation from the State of Illinois. The Village has allocated MFT funds for this year in the 2025 annual budget for \$478,600. The requested not-to-exceed amount includes a 9% contingency amount in addition to the operations costs.

F. Agreement with Bluestem Ecological Services for 2025 Natural Area Maintenance Program in the Amount Not-to-Exceed \$187,495

Summary: The FY 2025 budget includes \$125,000 for the maintenance of Village-owned natural areas. Following completion of the Emerald Ash Borer Planting Program in 2023, the Village board approved staff's recommendation to reallocate the annual funding of \$125,000 to the Natural Area Maintenance Program. The Village has developed a comprehensive five-year plan for the maintenance of natural areas and the 2025 program includes community investment in 13 different areas.

A competitive bid opening on February 27, 2025, resulted in two proposals, with Bluestem Ecological Services offering the most competitive bid. This investment into natural areas is funded by \$110,435 from the General Fund and \$77,060 from four Special Services Areas.

Staff recommends awarding a contract to Bluestem Ecological Services for the 2025 Natural Area Maintenance Program in the amount not-to-exceed \$187,495.

G. Resolution Authorizing the Village of Lake Zurich Enter into a Contract for Community Solar through the Northern Illinois Municipal Electric Collaborative Bid Process (Reso. #2025-03-093)

Summary: *Community Solar* is a State-administered incentive program that allows participants to benefit from and support solar energy without the installation of solar panels. In addition to a 100% Green Power Electricity Choice Program for residents, a Green Business Program for the retail sector, and several expanded community recycling efforts, the *Community Solar* initiative is the latest step in Lake Zurich striving to be environmentally sustainable.

Community Solar developers receive incentive payments through the State, which allows them to offer affordable community solar subscriptions to customers. This will reduce Lake Zurich's cost by 10% on the *delivery portion* of ComEd electric bills for sanitary sewer lift stations and municipal well sites, the largest energy consumers among all municipal electric accounts, and is expected to save at least \$25,000 annually from the Water & Sewer Fund.

H. Agreement with Patriot Pavement Maintenance for 2025 Seal Coating and Striping Program in the Amount Not-to-Exceed \$53,999

Summary: The FY 2025 budget includes \$50,000 from the Capital Projects Fund and \$4,000 from the Water and Sewer Fund for preventative maintenance of parking facilities and pathways.

A competitive bid opening on January 20, 2025, resulted in five proposals, with Patriot Pavement Maintenance offering the most competitive bid. Staff recommends awarding a contract to Patriot Pavement Maintenance for the 2025 Seal Coating Program in the amount not-to-exceed \$53,999.

I. Agreement with Crowne Industries for Replacement of Fuel Island System in the Amount Not-to-Exceed \$400,000

Summary: The FY 2025 budget includes \$450,000 for the replacement of the fuel island at Public Works. Replacement was recommended for several years in the Community Investment Plan based on the condition and age of the fuel island system.

A competitive bid opening on February 27, 2025, resulted in two proposals, with Crowne Industries offering the most competitive bid.

Staff recommends awarding a contract to Crowne Industries for the Fuel Island replacement in the amount not-to-exceed \$400,000.

J. Three Year Agreement with Alpine Automotive for Police Towing Services

Summary: Alpine Automotive has provided excellent towing services for the Lake Zurich Police Department. They have requested a modest increase in tow and storage fees in a new three-year contract, with tow fees increasing from \$165 to \$185 and storage fees from \$45 to \$50 per day. The increases are reasonable and align at the lower end of the market. Staff recommends awarding a three-year contract to Alpine Automotive for police towing services.

K. Issuance of a Class-C Convenience Store Liquor License to Shree Hart Ventures and revocation of a Class-C Convenience Store Liquor License from B & K Enterprises (Assign Ord. #2025-03-606)

Summary: Shree Hart Ventures, LLC is in the process of purchasing the Phillips 66 gasoline station and convenience store located at 487 South Rand Road from B&K Enterprises, Inc. They are requesting a Class-C license for the continued sale of package liquor. Simultaneously, the Class-C license held by the seller, B&K Enterprises, Inc. will be revoked, keeping the overall count of Class-C licenses the same.

Actions: A motion was made by Trustee Riley, seconded by Trustee Sugrue to approve the Consent Agenda as presented.

AYES: Trustee Riley Marx Euker Spacone Sugrue Weider

NAYES: 0

ABSENT: 0

MOTION CARRIED

7. NEW BUSINESS

A. Agreement with Copenhaver Construction Inc. for the Main Street Beautification, Church Street Transmission Water Main Phase 1, and Whitney Road Utility Reconstruction Project in the Amount Not-to-Exceed \$13,161,649.67

Summary: Since the early 2000s, the Village of Lake Zurich has envisioned a streetscaped Main Street extending through the heart of the community. Pairing input from the Comprehensive Plan update process with the

engineering for necessary infrastructure improvements, the Village announced a Request for Bids to implement this vision. The scope of work includes streetscaping along Main Street; a new water transmission main at Church Street; lead service line replacements, and road surface, water main, sanitary sewer and storm water improvements along Main Street, Whitney Road and Lake Zurich Drive.

The solicitation process yielded four bids, with Copenhaver Construction Inc. of Gilberts, IL providing the lowest responsible bid of \$11,545,306.73. With engineering inspection costs and a healthy contingency, the project will have a not-to-exceed cost of \$13,161,649.67. The project will rely on capital funding from a combination of sources that were identified in the FY 2025 budget: \$4 million from the Village's Non-Home Rule (NHR) fund; \$7.2 million from the Water & Sewer enterprise fund, and \$2 million from the Capital Projects fund. If approved, the construction project will start mid-April and will likely extend through the end of the year.

Director Mike Brown said this project will be a large one and highly disruptive to the Main Street community and includes over one mile of paving, over 73,000 square feet of sidewalk replacing, and several streetscape features that will provide enhanced community branding and place making for the Main Street District.

Trustee Spacone praised Village Staff for having sound financial management practices that does not require any bonds to fund this multi-million infrastructure project and the Village has funds on hand to pay for this now. Trustee Spacone said this is the result of great community planning efforts and prudent use of public funds.

Actions: A motion was made by Trustee Spacone, seconded by Trustee Marx to award an agreement with Copenhaver Construction Inc. of Gilberts, Illinois for the Main Street Beautification Project, Church Street Transmission Main Phase 1 and Whitney Road Utility Reconstruction Project with a total project expenditure including contingency not-to-exceed \$13,161,649.67.

AYES: Trustee Spacone Weider Riley Marx Sugrue Euker

NAYES: 0

ABSENT: 0

MOTION CARRIED

B. Ordinance Amending Certain Provisions of the Lake Zurich Municipal Code to Amend and Adopt the Official Comprehensive Plan (Assign Ord. #2025-03-605)

Summary: Since the last update to the Village's Comprehensive Plan in 2003, the community has experienced significant economic, social and physical changes. In 2023 the Village issued a Request for Proposals (RFP) and selected Teska Associates to update the Comprehensive Plan to provide more relevant guidance for future community development efforts.

The resulting "Lake Zurich Together" Comprehensive Plan reflects Lake Zurich's transition from an expanding suburb to a community focused on infill and redevelopment opportunities, and on enhancing the quality of life enjoyed by its residents. The process included extensive public involvement to incorporate the community's desires into the plan recommendations.

The new Comprehensive Plan will be implemented over time as new development proposals are considered. Its recommendations will also be reflected in future planning efforts, like the upcoming Master Parks Plan update, and in future Village endeavors, like the aforementioned Main Street streetscape project.

The Planning and Zoning Commission (PZC) held a public hearing on January 15, 2025 and recommended adoption of the 2025 Official Comprehensive Plan by a vote of 6-0. The provided ordinance amends the Municipal Code to reflect the adoption of the updated "Lake Zurich Together" Comprehensive Plan as the Village's official guiding policy for future community development.

Community Development Director Sarosh Saher summarized the public engagement process over the last 18+ months that led to this final product and then introduced Teska Principal Erin Cigliano, who gave a short presentation to the Board on the new Comprehensive Plan.

Actions: A motion was made by Trustee Marx, seconded by Trustee Spacone, to approve Ordinance #2025-03-605 Amending provisions of the Village of Lake Zurich Municipal Code to Amend and Adopt the Official Comprehensive Plan.

AYES: Trustee Weider Sugrue Riley Euker Spacone Marx
NAYES: 0

ABSENT: 0

MOTION CARRIED

8. TRUSTEE REPORTS

- Trustee Marx reminded the community about yard waste pickup / composting starting on April 1 and encouraged Lake Zurich families to compost food scraps with their yard waste.
- Trustee Sugrue thanked the Police Chief for the upcoming Coffee with a Cop at McDonald's on March 19 and said these opportunities are great for engaging the public in community policing.

9. VILLAGE STAFF REPORTS

- Monthly data metrics

10. EXECUTIVE SESSION:

Actions: A motion was made by Trustee Weider, seconded by Trustee Marx, to move into Executive Session for the purpose of:

- 5 ILCS 120 / 2 (c) (21) review of executive session minutes
- 5 ILCS 120 / 2 (c) (1) personnel
- 5 ILCS 120 / 2 (c) (5) purchase or lease of real estate
- 5 ILCS 120 / 2 (c) (6) setting price for sale/lease of real estate

There will be no further business in Open Session and the closing of the Executive Session will be the closing of the Open Session.

AYES: Trustee Spacone Euker Riley Marx Weider Sugrue
NAYES: 0
ABSENT: 0

MOTION CARRIED

Meeting adjourned to Executive Session at 7:45 pm.

11. ADJOURNMENT

Actions: A motion was made by Trustee Marx, seconded by Trustee Riley, to adjourn Executive Session and Open Session.

AYES: Trustee Spacone Euker Riley Marx Weider Sugrue
NAYES: 0

ABSENT: 0

MOTION CARRIED

The Executive/Open Session adjourned at 8:19 pm.

Respectfully submitted:

Kyle Kordell, Deputy Village Clerk

Approved by:

Mayor Thomas M. Poynton

Date

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 1 of 24

\$1,235,941.27

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 101 GENERAL				
	Dept 00000			
1	101-00000-14101	INVENTORY	POSTAGE REPLENISH A/C #34328807	2,000.00
2	101-00000-15001	PREPAID EXPENDITURES	COMMUNITY NOTIFICATION SERVICE - 5/1/25 - 4/30/26	1,595.00
3	101-00000-21101	ACCOUNTS PAYABLE	REFUND - LOC 10/11/17 CK#16151	9,655.20
4	101-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAR 2025	489.74
5	101-00000-24402	SUSPENDED REVENUE	RESTITUTION FUNDS	890.00
6	101-00000-25201	BUILDING PERMIT DEPOSITS	BD PYMNT REF #PB25-0041 - 10 E HARBOR DR	140.00
7	101-00000-25201	BUILDING PERMIT DEPOSITS	MEADOW WOOD EAST	1,821.00
8	101-00000-25201	BUILDING PERMIT DEPOSITS	KILDEER CROSSINGS SUBDIVISION	949.00
9	101-00000-25201	BUILDING PERMIT DEPOSITS	WILDWOOD ESTATES	2,577.50
10	101-00000-25201	BUILDING PERMIT DEPOSITS	BD PYMNT REF #17070115 - 925 TELSER RD	500.00
	Total For Dept 00000			<u>20,617.44</u>
Dept 11006 LEGISLATIVE MAYOR & BOARD				
1	101-11006-54302	PUBLIC RELATIONS	2025 CHAMBER SPRING EXPO	225.00
2	101-11006-54303	LEGAL NOTICE/PUBLISHING	VILLAGE CODE UPDATES	<u>2,790.00</u>
	Total For Dept 11006 LEGISLATIVE MAYOR & BOARD			<u>3,015.00</u>
Dept 12001 VILLAGE ADMIN ADMINISTRATION				
1	101-12001-51652	TRAINING AND MEETINGS	INTERVIEW LUNCH	91.24
2	101-12001-51652	TRAINING AND MEETINGS	APRIL ILCMA PROFESSIONAL DEVELOPMENT EVENT	65.00
3	101-12001-51654	MEMBERSHIPS & SUBSCRIP	ILCMA MEMBERSHIP - RAUSCHER	65.00
4	101-12001-52111	OTHER PROFESSIONAL SVCS	LAKE COUNTY PROPERTY TAX APPEAL REVIEWS	<u>1,173.19</u>
	Total For Dept 12001 VILLAGE ADMIN ADMINISTRATION			<u>1,394.43</u>
Dept 12120 VILLAGE ADMIN HUMAN RESOURCES				
1	101-12120-53211	OTHER SUPPLIES	EMPLOYEE POSTERS	340.18
2	101-12120-54303	LEGAL NOTICE/PUBLISHING	ICMA JOB AD	225.00

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 2 of 24

\$1,235,941.27

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
3	101-12120-54305	EMPLOYEE EXAMS	EMPLOYMENT ELIGIBILITY PHYSICALS	1,611.00
		Total For Dept 12120 VILLAGE ADMIN HUMAN RESOURCES		2,176.18
Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT				
1	101-12180-51654	MEMBERSHIPS & SUBSCRIP	ANNUAL SUBSCRIPTION	225.00
2	101-12180-51654	MEMBERSHIPS & SUBSCRIP	ADVERTISE VILLAGE OWNED PROPERTIES	262.00
		Total For Dept 12180 VILLAGE ADMIN ECONOMIC DEVELOPMENT		487.00
Dept 13001 FINANCE ADMINISTRATION				
1	101-13001-51654	MEMBERSHIPS & SUBSCRIP	2025 MEMBERSHIP REWARDS FEE	90.00
2	101-13001-53206	POSTAGE & SHIPPING	PERMIT #71 ANNUAL FEES	700.00
3	101-13001-53207	PRINTING-STATIONERY/FORM	LASER CHECKS	617.26
4	101-13001-53208	OFFICE SUPPLIES	ENVELOPES	20.89
		Total For Dept 13001 FINANCE ADMINISTRATION		1,428.15
Dept 17001 TECHNOLOGY ADMINISTRATION				
1	101-17001-52111	OTHER PROFESSIONAL SVCS	CREATIVE CLOUD - FEB	407.16
2	101-17001-52111	OTHER PROFESSIONAL SVCS	SSL FOR GIS/MGP INTEGRATION	209.97
3	101-17001-52111	OTHER PROFESSIONAL SVCS	GOOGLE SERVICE - FEB	43.20
4	101-17001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - APR	2,095.60
5	101-17001-52118	SOFTWARE MAINTENANCE	PDF ARCHITECT SOFTWARE	139.32
6	101-17001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - FEB/MAR 2025	5,748.17
7	101-17001-53203	TELEPHONE & DATA SVCS	VH ELEVATOR - APR/JUN	195.00
8	101-17001-53407	EQUIP MAINT PART&SUPPLIE	BUBBLE WRAP, CABLE TIES, CAR CHARGER	95.96
		Total For Dept 17001 TECHNOLOGY ADMINISTRATION		8,934.38
Dept 24001 POLICE ADMINISTRATION				
1	101-24001-51652	TRAINING AND MEETINGS	REIMB: CALEA CONFERENCE	654.56
2	101-24001-51652	TRAINING AND MEETINGS	CHIEFS TRAINING - MARCH	90.00

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 3 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
3	101-24001-51654	MEMBERSHIPS & SUBSCRIPTIONS	GAFFNEY - LCCPA DUES	75.00
4	101-24001-51654	MEMBERSHIPS & SUBSCRIPTIONS	HUSA - LCCPA DUES	75.00
5	101-24001-51655	EMPLOYEE RECOGNITION	HOOPS RETIREMENT - CAKE	79.34
6	101-24001-51655	EMPLOYEE RECOGNITION	BUTLER PROMO CAKE	35.60
7	101-24001-51655	EMPLOYEE RECOGNITION	HOOPS RETIREMENT LUNCH - PIZZA	211.17
8	101-24001-52111	OTHER PROFESSIONAL SVCS	CELL TOWER RECORDS	95.00
9	101-24001-52111	OTHER PROFESSIONAL SVCS	RED LIGHT CAMERA FEE	3,720.00
10	101-24001-52111	OTHER PROFESSIONAL SVCS	CELL TOWER RECORDS	50.00
11	101-24001-53208	OFFICE SUPPLIES	LIQUID WHITE OUT	9.99
12	101-24001-54303	LEGAL NOTICE/PUBLISHING	NEW OFFICER TESTING CONTRACT	1,800.00
13	101-24001-54303	LEGAL NOTICE/PUBLISHING	TESTING ADVERTISEMENT	496.00
14	101-24001-54305	EMPLOYEE EXAMS	HEARING TESTS	1,410.00
		Total For Dept 24001 POLICE ADMINISTRATION		8,801.66

Dept 24210 POLICE OPERATIONS

1	101-24210-51652	TRAINING AND MEETINGS	GAFFNEY - ILEAS CONFERENCE	200.00
2	101-24210-51652	TRAINING AND MEETINGS	HEER, BUTLER - NTOA CLASS	622.00
3	101-24210-52111	OTHER PROFESSIONAL SVCS	STARCOM FEE - MARCH	1,932.00
4	101-24210-52704	MAINT-EQUIPMENT	DUST MOP, BLEACH	48.03
5	101-24210-52704	MAINT-EQUIPMENT	PORTABLE SCALE BATTERIES	66.40
6	101-24210-53209	UNIFORMS	HAT	30.00
7	101-24210-53209	UNIFORMS	VEST, SHIRTS, PANTS - LEWANDOWSKI	397.51
8	101-24210-53209	UNIFORMS	CHEVRONS - HEER	83.19
9	101-24210-53209	UNIFORMS	LIGHT, POUCHES - HEER	199.28
10	101-24210-53209	UNIFORMS	SOCKS - MAHANNA	33.99
11	101-24210-53209	UNIFORMS	BOOTS - MAHANNA	156.99
12	101-24210-53209	UNIFORMS	PANTS, SHIRTS - PILASKI	126.76
13	101-24210-53209	UNIFORMS	MUFF - PILASKI	85.22
14	101-24210-53209	UNIFORMS	SHIRTS - YOUNG	128.59

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 4 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
15	101-24210-53209	UNIFORMS	REIMB: BOOTS	231.63
16	101-24210-53211	OTHER SUPPLIES	LIQUID WHITE OUT	(47.49)
17	101-24210-53211	OTHER SUPPLIES	DEFENSIVE TACTICS PADS	373.90
18	101-24210-53211	OTHER SUPPLIES	BULLETIN BOARD	47.49
			Total For Dept 24210 POLICE OPERATIONS	4,715.49
			Dept 24230 POLICE CRIME PREVENTION	
1	101-24230-51652	TRAINING AND MEETINGS	MCCORMACK - IAPE TRAINING	360.00
2	101-24230-52111	OTHER PROFESSIONAL SVCS	CREDIT CHECKS	111.29
3	101-24230-53211	OTHER SUPPLIES	FEBREEZE PLUG INS	34.58
4	101-24230-53211	OTHER SUPPLIES	PROMOTIONAL PENS	92.12
5	101-24230-53211	OTHER SUPPLIES	EVIDENCE SUPPLIES	233.20
6	101-24230-53211	OTHER SUPPLIES	SMALL EVIDENCE BAGS	34.12
			Total For Dept 24230 POLICE CRIME PREVENTION	865.31
			Dept 25001 FIRE ADMINISTRATION	
1	101-25001-51655	EMPLOYEE RECOGNITION	PROMOTIONAL CEREMONY - CAKE	48.00
2	101-25001-52111	OTHER PROFESSIONAL SVCS	SUPPORT AGMT 2025 - APR	1,128.40
3	101-25001-52707	MAINT-OTHER	FIRE EXTINGUISHER INSPECTION/REPAIR	33.38
4	101-25001-53203	TELEPHONE & DATA SVCS	COMBINED INTERNET - FEB/MAR 2025	2,874.09
5	101-25001-53204	MOBILE VOICE & DATA	ICLOUD 50BG STORAGE - MAR	0.99
6	101-25001-53208	OFFICE SUPPLIES	KEY CHAINS, BOX KEYS	59.95
7	101-25001-53208	OFFICE SUPPLIES	LANYARDS	4.49
8	101-25001-53208	OFFICE SUPPLIES	PAPER	87.98
9	101-25001-53209	UNIFORMS	UNIFORMS - OUTER WEAR	116.64
10	101-25001-53209	UNIFORMS	UNIFORMS - PANTS	181.44
11	101-25001-53209	UNIFORMS	EMBROIDERY - WOLTMAN	90.00
12	101-25001-53209	UNIFORMS	SWEATPANTS, POPO - KELLY	195.00
13	101-25001-53209	UNIFORMS	RAIN COAT, JACKET, SHIRTS - TANNER	247.00

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 5 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
14	101-25001-53209	UNIFORMS	RAIN COAT - KENYON	239.00
15	101-25001-53209	UNIFORMS	SHIRTS - HOLDEN	66.00
16	101-25001-53209	UNIFORMS	PANTS, JACKET, SHIRTS - REID	305.00
17	101-25001-53209	UNIFORMS	RAIN COAT, SHORTS, CAP - HENRIKSEN	166.00
18	101-25001-53209	UNIFORMS	RAIN COAT - WOLTMAN	109.00
19	101-25001-53209	UNIFORMS	UNIFORMS - POLO	39.31
20	101-25001-53211	OTHER SUPPLIES	LINERS	69.99
21	101-25001-53211	OTHER SUPPLIES	TOWELS - AMOUNT ENTRY ERROR	6.00
22	101-25001-53211	OTHER SUPPLIES	TOWELS, TISSUE, DETERGENT	180.48
23	101-25001-53211	OTHER SUPPLIES	TOWELS, DETERGENT, TISSUE, CLEANER	184.09
24	101-25001-53211	OTHER SUPPLIES	SOAP, DETERGENT	286.79
25	101-25001-53405	BLDG & GROUND MAINT SUPP	LIGHT BULBS, SQUEEGEES, CLEANER	68.71
26	101-25001-53405	BLDG & GROUND MAINT SUPP	LIGHT BULBS	44.97
27	101-25001-53405	BLDG & GROUND MAINT SUPP	SQUEEGEES	25.99
28	101-25001-53405	BLDG & GROUND MAINT SUPP	FILTERS	678.57
			Total For Dept 25001 FIRE ADMINISTRATION	<u>7,537.26</u>
			Dept 25310 FIRE EMERGENCY MANAGEMENT	
1	101-25310-52111	OTHER PROFESSIONAL SVCS	COMMUNITY NOTIFICATION SERVICE - 5/1/25 - 4/30/26	<u>3,190.00</u>
			Total For Dept 25310 FIRE EMERGENCY MANAGEMENT	<u>3,190.00</u>
			Dept 25320 FIRE FIRE SUPPRESSION	
1	101-25320-51652	TRAINING AND MEETINGS	FDIC REGISTRATION - BOOTH	1,280.00
2	101-25320-51652	TRAINING AND MEETINGS	FDIC REGISTRATION - DEBOER	1,280.00
3	101-25320-51652	TRAINING AND MEETINGS	LEADERSHIP SUMMIT - KELLY	200.00
4	101-25320-51652	TRAINING AND MEETINGS	LEADERSHIP SUMMIT - TANNER	200.00
5	101-25320-52111	OTHER PROFESSIONAL SVCS	FIRE STARCOM FEES - MARCH	2,206.00
6	101-25320-53209	UNIFORMS	FLASHLIGHTS & ACCESSORIES	174.99
			Total For Dept 25320 FIRE FIRE SUPPRESSION	<u>5,340.99</u>

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 6 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 25330 FIRE EMS				
1	101-25330-53204	MOBILE VOICE & DATA	CELL PHONE - FEB	59.40
2	101-25330-53211	OTHER SUPPLIES	LNCS REUSABLE FINGER SENSORS	1,952.00
3	101-25330-53211	OTHER SUPPLIES	POSEY ANKLE RESTRAINTS	72.76
4	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	78.30
5	101-25330-53211	OTHER SUPPLIES	CREDIT OXYGEN RENTAL SALES TAX	(6.13)
6	101-25330-53211	OTHER SUPPLIES	OXYGEN RENTAL	155.84
Total For Dept 25330 FIRE EMS				2,312.17
Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				
1	101-28001-51652	TRAINING AND MEETINGS	NPC25 REGISTRATION - MCCAULEY	1,570.00
2	101-28001-52113	ENGR/ARCHITECTURAL	WILDWOOD ESTATES	1,845.00
3	101-28001-52113	ENGR/ARCHITECTURAL	255 QUENTIN RD	1,752.50
4	101-28001-52113	ENGR/ARCHITECTURAL	BUILDING PERMIT REVIEWS 2025	677.75
5	101-28001-52113	ENGR/ARCHITECTURAL	572 W MAIN ST	789.50
6	101-28001-52113	ENGR/ARCHITECTURAL	287 SUNRISE LN	487.50
7	101-28001-52113	ENGR/ARCHITECTURAL	629 ROSE RD	477.50
8	101-28001-52113	ENGR/ARCHITECTURAL	865 TELSER RD	375.00
9	101-28001-52113	ENGR/ARCHITECTURAL	SEC US 12 & N OLD RAND RD DEVELOPMENT	1,770.00
10	101-28001-53204	MOBILE VOICE & DATA	CELL PHONES - WTR/CS/PW - FEB	69.50
Total For Dept 28001 COMMUNITY DEVELOPMENT ADMINISTRATION				9,814.25
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	101-36001-51652	TRAINING AND MEETINGS	LAKE BRANCH MEETING	99.00
2	101-36001-51652	TRAINING AND MEETINGS	PER DIEM: SNOW CONF	236.00
3	101-36001-51652	TRAINING AND MEETINGS	PER DIEM: SNOW CONF	236.00
4	101-36001-51654	MEMBERSHIPS & SUBSCRIPTIONS	DRWW 2025 MEMBERSHIP DUES	857.41
5	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/13	30.81

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 7 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
6	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/20	30.81
7	101-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/27	30.81
8	101-36001-52113	ENGR/ARCHITECTURAL	2025 LZ GENERAL ENGINEERING	6,089.50
9	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS VISTA	2,800.00
10	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS BEECH	2,800.00
11	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS CEDAR CREEK	3,400.00
12	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS LOT 42	2,900.00
13	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS INTERLAKEN	4,500.00
14	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 POND TREATMENTS ALPINE LAKE	5,500.00
15	101-36001-52603	LAKE/WATER QUALITY MGMT	2025 LZ MS4 PROGRAM	542.50
16	101-36001-52603	LAKE/WATER QUALITY MGMT	BRAEMAR BEAVER REMOVAL	1,455.00
17	101-36001-52701	MAINT-BLDGS & GROUNDS	FIRE STA #1 PEST CONTROL - MAR	83.00
18	101-36001-52701	MAINT-BLDGS & GROUNDS	VILLAGE HALL PEST CONTROL - MAR	79.50
19	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 03/13	63.21
20	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 03/20	63.21
21	101-36001-52701	MAINT-BLDGS & GROUNDS	UNIFORMS/MATS 03/27	63.21
22	101-36001-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - MAR	5,716.85
23	101-36001-52701	MAINT-BLDGS & GROUNDS	505 TELSER PANIC REMOTES	211.16
24	101-36001-52701	MAINT-BLDGS & GROUNDS	VH BATTS	337.86
25	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE REMOVAL	5,150.00
26	101-36001-52701	MAINT-BLDGS & GROUNDS	HAZARD TREE REMOVAL	6,725.00
27	101-36001-52701	MAINT-BLDGS & GROUNDS	BACKFLOW TESTING	65.00
28	101-36001-52701	MAINT-BLDGS & GROUNDS	PARTITIONS	2,936.00
29	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PAINTING	4,144.05
30	101-36001-52701	MAINT-BLDGS & GROUNDS	USED OIL RECOVERY FEE	30.00
31	101-36001-52701	MAINT-BLDGS & GROUNDS	505 HVAC	7,288.00
32	101-36001-52701	MAINT-BLDGS & GROUNDS	PW PEST CONTROL - MAR	49.00
33	101-36001-52701	MAINT-BLDGS & GROUNDS	PD PEST CONTROL - MAR	93.00
34	101-36001-53203	TELEPHONE & DATA SVCS	SCADA - FEB	28.34

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 8 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
35	101-36001-53204	MOBILE VOICE & DATA	CELL PHONES - WTR/CS/PW - FEB	216.69
36	101-36001-53204	MOBILE VOICE & DATA	PW TRUCK DATA PLAN	360.00
37	101-36001-53204	MOBILE VOICE & DATA	CELL PHONE - FEB	2.64
38	101-36001-53208	OFFICE SUPPLIES	VELCRO	15.53
39	101-36001-53208	OFFICE SUPPLIES	B&Z WORK STATION	377.21
40	101-36001-53208	OFFICE SUPPLIES	NAME PLATE	32.99
41	101-36001-53208	OFFICE SUPPLIES	PRINTER RIBBON	138.12
42	101-36001-53208	OFFICE SUPPLIES	PENS	43.34
43	101-36001-53209	UNIFORMS	CHARGER	26.97
44	101-36001-53209	UNIFORMS	PPE HATS	450.00
45	101-36001-53209	UNIFORMS	PPE HEAD WEAR	268.82
46	101-36001-53209	UNIFORMS	PPE GLOVES	21.45
47	101-36001-53209	UNIFORMS	PPE GLOVES	13.97
48	101-36001-53209	UNIFORMS	PPE GLOVES	13.97
49	101-36001-53209	UNIFORMS	WINTER PPE HATS	76.22
50	101-36001-53209	UNIFORMS	WINTER PPE HATS	63.75
51	101-36001-53209	UNIFORMS	WINTER PPE HATS	63.75
52	101-36001-53209	UNIFORMS	WINTER PPE HATS	21.25
53	101-36001-53209	UNIFORMS	PPE SAFETY GLASSES	113.40
54	101-36001-53211	OTHER SUPPLIES	CHARGER	8.99
55	101-36001-53211	OTHER SUPPLIES	VOICE RECORDER	54.00
56	101-36001-53211	OTHER SUPPLIES	GRAFITTI REMOVER	197.89
57	101-36001-53211	OTHER SUPPLIES	NAME PLATE	17.99
58	101-36001-53211	OTHER SUPPLIES	SIGNS	262.65
59	101-36001-53404	RIGHT OF WAY SUPPLIES	CONCRETE	40.08
60	101-36001-53404	RIGHT OF WAY SUPPLIES	MAILBOX REPAIR	123.39
61	101-36001-53404	RIGHT OF WAY SUPPLIES	ADA PANEL	528.28
62	101-36001-53405	BLDG & GROUNDS SUPPLIES	BRINE STEEL	1,054.00
63	101-36001-53405	BLDG & GROUNDS SUPPLIES	WALL HEAT MOTOR	96.02

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 9 of 24

\$1,235,941.27

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
64	101-36001-53405	BLDG & GROUNDS SUPPLIES	GARBAGE CAN	35.27
65	101-36001-53405	BLDG & GROUNDS SUPPLIES	FILTERS	285.64
66	101-36001-53405	BLDG & GROUNDS SUPPLIES	PRESSURE TUBING	30.82
67	101-36001-53405	BLDG & GROUNDS SUPPLIES	PAINT SPRAYER	81.51
68	101-36001-53405	BLDG & GROUNDS SUPPLIES	MAT	23.98
69	101-36001-53405	BLDG & GROUNDS SUPPLIES	FD LEDS	83.37
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				69,878.18
Dept 36420 PUBLIC WORKS PARK MAINTENANCE				
1	101-36420-52701	MAINT-BLDGS & GROUNDS	PAULUS PK PEST CONTROL - MAR	80.36
2	101-36420-52701	MAINT-BLDGS & GROUNDS	BUFFALO CREEK PEST CONTROL - MAR	77.22
3	101-36420-52701	MAINT-BLDGS & GROUNDS	CLEANING SERVICES - MAR	4,837.86
4	101-36420-52701	MAINT-BLDGS & GROUNDS	CHALET PANIC REMOTES	211.16
5	101-36420-52701	MAINT-BLDGS & GROUNDS	BC PANIC REMOTES	422.72
6	101-36420-52701	MAINT-BLDGS & GROUNDS	ANNUAL SPRINKLER MAINT PD	2,066.84
7	101-36420-53201	ELECTRICITY	200 S RAND RD	213.82
8	101-36420-53201	ELECTRICITY	972 MARCH ST	26.60
9	101-36420-53202	NATURAL GAS	125 N OLD RAND RD	53.47
10	101-36420-53401	CUSTODIAL SUPPLIES	CLEANING PADS	18.48
11	101-36420-53403	LANDSCAPING SUPPLIES	MULCH	171.00
12	101-36420-53405	BLDG & GROUND MAINT SUPP	PRINTER RIBBON	69.21
13	101-36420-53405	BLDG & GROUND MAINT SUPP	PENS	117.81
14	101-36420-53405	BLDG & GROUND MAINT SUPP	OUTLETS	50.98
15	101-36420-53405	BLDG & GROUND MAINT SUPP	DOOR PULL	4.90
16	101-36420-53405	BLDG & GROUND MAINT SUPP	SKATE RAMP REPAIR	33.76
17	101-36420-53405	BLDG & GROUND MAINT SUPP	BATTERIES	101.88
18	101-36420-53405	BLDG & GROUND MAINT SUPP	TOTES	139.92
19	101-36420-53405	BLDG & GROUND MAINT SUPP	STAIN	22.98
20	101-36420-53405	BLDG & GROUND MAINT SUPP	STORAGE BOXES	19.84

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 10 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
21	101-36420-53405	BLDG & GROUND MAINT SUPP	BRIDGE REPAIR	210.60
22	101-36420-53405	BLDG & GROUND MAINT SUPP	PICKLE BALL NET REPAIR	47.58
23	101-36420-53405	BLDG & GROUND MAINT SUPP	WINTERIZE PLUMBING	82.93
24	101-36420-53405	BLDG & GROUND MAINT SUPP	GROUT	16.98
			Total For Dept 36420 PUBLIC WORKS PARK MAINTENANCE	9,098.90
			Dept 36471 PUBLIC WORKS FLEET SERVICES	
1	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/13	31.02
2	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/20	31.02
3	101-36471-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/27	31.02
4	101-36471-52118	SOFTWARE MAINTENANCE	QUICKSERVE SOFTWARE RENEWAL	810.00
5	101-36471-52703	MAINT-VEHICLES	AWD MODULE	471.31
6	101-36471-53210	SMALL TOOLS & EQUIP	STOOL	106.67
7	101-36471-53210	SMALL TOOLS & EQUIP	HOSE CLAMP TOOL	26.60
8	101-36471-53211	OTHER SUPPLIES	EXTINGUISHER BRACKETS	257.20
9	101-36471-53211	OTHER SUPPLIES	HARDWARE	215.39
10	101-36471-53211	OTHER SUPPLIES	COUPLER	28.10
11	101-36471-53406	AUTO PARTS & SUPPLIES	HANDLIGHT 338	191.79
12	101-36471-53406	AUTO PARTS & SUPPLIES	SHIELD	63.26
13	101-36471-53406	AUTO PARTS & SUPPLIES	ALTERNATOR 110	422.75
14	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PARTS 294	185.37
15	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(75.00)
16	101-36471-53406	AUTO PARTS & SUPPLIES	BRAKE PARTS	473.74
17	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	528.31
18	101-36471-53406	AUTO PARTS & SUPPLIES	SOLENOID	150.81
19	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY RODS	42.50
20	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
21	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	152.39
22	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	152.39

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 11 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
23	101-36471-53406	AUTO PARTS & SUPPLIES	SPARK PLUGS	97.44
24	101-36471-53406	AUTO PARTS & SUPPLIES	SHOCKS	129.62
25	101-36471-53406	AUTO PARTS & SUPPLIES	FILTERS	37.16
26	101-36471-53406	AUTO PARTS & SUPPLIES	WIPERS	23.30
27	101-36471-53406	AUTO PARTS & SUPPLIES	DEF/FILTERS	491.95
28	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(18.00)
29	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - PART RETURN	(152.39)
30	101-36471-53406	AUTO PARTS & SUPPLIES	BATTERY	152.39
31	101-36471-53406	AUTO PARTS & SUPPLIES	CREDIT - CORE RETURN	(226.10)
32	101-36471-53406	AUTO PARTS & SUPPLIES	VENT	296.00
33	101-36471-53406	AUTO PARTS & SUPPLIES	RETAINER	16.32
34	101-36471-53406	AUTO PARTS & SUPPLIES	BUCKLE ASSB	99.29
35	101-36471-53406	AUTO PARTS & SUPPLIES	BOLT 111	39.68
36	101-36471-53406	AUTO PARTS & SUPPLIES	INSULATOR	113.79
37	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SAW PARTS	88.98
38	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CREDIT - PARTS RETURN	(171.05)
39	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	130.32
40	101-36471-53407	EQUIP MAINT PART&SUPPLIE	BELTS	116.33
41	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SEAL KIT	302.41
42	101-36471-53407	EQUIP MAINT PART&SUPPLIE	DRIFT CUTTER	95.02
43	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SPRAY GUN	43.35
44	101-36471-53407	EQUIP MAINT PART&SUPPLIE	EYE BOLT	13.63
45	101-36471-53407	EQUIP MAINT PART&SUPPLIE	PLUG	46.11
46	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FLOOD BATTERY	63.60
47	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	187.76
48	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTER	17.20
49	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	242.26
50	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRAILER WIRE	58.25
51	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRAILER CONNECTORS	69.95

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 12 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
52	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRAILER TIRES	445.84
53	101-36471-53407	EQUIP MAINT PART&SUPPLIE	TRAILER TIRES	445.84
54	101-36471-53407	EQUIP MAINT PART&SUPPLIE	CREDIT - PARTS RETURN	(445.84)
55	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SWEEPER BOX	11,623.01
56	101-36471-53407	EQUIP MAINT PART&SUPPLIE	HOSE CLAMP	94.99
57	101-36471-53407	EQUIP MAINT PART&SUPPLIE	SWIVEL	143.59
58	101-36471-53407	EQUIP MAINT PART&SUPPLIE	FILTERS	107.87
59	101-36471-53415	FUELS	DIESEL & FUEL #1902029	8,631.95
60	101-36471-53415	FUELS	DIESEL & FUEL #1902030	3,214.14
61	101-36471-53418	LUBRICANTS & FLUIDS	OIL	3,327.50
62	101-36471-53418	LUBRICANTS & FLUIDS	DEF/FILTERS	203.88
Total For Dept 36471 PUBLIC WORKS FLEET SERVICES				34,475.98
Dept 67001 RECREATION ADMINISTRATION				
1	101-67001-51654	MEMBERSHIPS & SUBSCRIP	EVENT VOLUNTEER SIGNUP	107.89
2	101-67001-51654	MEMBERSHIPS & SUBSCRIP	PARK & REC DANCE	319.80
3	101-67001-53204	MOBILE VOICE & DATA	CELL PHONE - FEB	3.97
4	101-67001-53208	OFFICE SUPPLIES	STICKY NOTES	8.95
5	101-67001-53208	OFFICE SUPPLIES	MARKERS, PAPER	38.97
6	101-67001-53212	PROGRAM SUPPLIES	CABINET REPLACEMENT KEY	22.21
7	101-67001-53212	PROGRAM SUPPLIES	MEMORIAL BENCHES - MASS	1,229.32
Total For Dept 67001 RECREATION ADMINISTRATION				1,731.11
Dept 67920 RECREATION SPECIAL RECREATION				
1	101-67920-52116	SRA PROGRAMS	PLAYGROUND MULCH	1,440.00
2	101-67920-52116	SRA PROGRAMS	SRACLC TAX LEVY PROJECT REIMBURSEMENTS	80,909.02
3	101-67920-52116	SRA PROGRAMS	SRACLC INCLUSION	8,435.70
Total For Dept 67920 RECREATION SPECIAL RECREATION				90,784.72

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 13 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 67935 RECREATION DANCE				
1	101-67935-52115	RECREATION PROGRAM SERVICE	LESSON PLANS	75.00
2	101-67935-53211	OTHER SUPPLIES	COSTUMES - WAITRESS APRON	18.95
3	101-67935-53211	OTHER SUPPLIES	STICKY NOTES	15.98
4	101-67935-53211	OTHER SUPPLIES	CLASS CANCELATION TEXT	1.74
5	101-67935-53211	OTHER SUPPLIES	CLASS CANCELATION TEXT	2.44
6	101-67935-53211	OTHER SUPPLIES	APA RECITAL TEES	1,915.35
7	101-67935-53211	OTHER SUPPLIES	COSTUMES - TOP, NECKTIE, FAIRY, VESTS	689.09
8	101-67935-53211	OTHER SUPPLIES	REIMB: DANCE PROP SUPPLIES	356.78
9	101-67935-53213	FUNDRAISING EXPENSES	REIMB: COMPETITION HOTEL STAY	883.28
Total For Dept 67935 RECREATION DANCE				<u>3,958.61</u>
Dept 67940 RECREATION PRESCHOOL				
1	101-67940-53212	PROGRAM SUPPLIES	GOOGLE EYES	13.32
2	101-67940-53212	PROGRAM SUPPLIES	PENCIL SHARPENERS	48.78
3	101-67940-53212	PROGRAM SUPPLIES	PENCIL SHARPENERS	56.98
4	101-67940-53212	PROGRAM SUPPLIES	PENCIL SHARPENERS - RETURNED	(48.78)
5	101-67940-53212	PROGRAM SUPPLIES	BABY WIPES	21.05
6	101-67940-53212	PROGRAM SUPPLIES	CD	13.08
7	101-67940-53212	PROGRAM SUPPLIES	GOOGLE EYES	115.03
Total For Dept 67940 RECREATION PRESCHOOL				<u>219.46</u>
Dept 67960 RECREATION CAMPS				
1	101-67960-52115	RECREATION PROGRAM SERVICE	CAMPDOCS SUBSCRIPTION - APR	288.75
2	101-67960-52115	RECREATION PROGRAM SERVICE	VERNON HILLS WATER PARK FIELD TRIP DEPOSIT	100.00
3	101-67960-52115	RECREATION PROGRAM SERVICE	WHEELING WATER PARK FIELD TRIP DEPOSIT	200.00
Total For Dept 67960 RECREATION CAMPS				<u>588.75</u>

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 14 of 24

Item	GL Number	GL Desc	Invoice Description	Amount
Dept 67965 RECREATION ATHLETICS				
1	101-67965-52115	RECREATION PROGRAM SERVICE	PONIES AND HORSES 5 PARTICIPANTS	966.00
			Total For Dept 67965 RECREATION ATHLETICS	966.00
Dept 67970 RECREATION AQUATICS				
1	101-67970-53211	OTHER SUPPLIES	COSTUMES - WAITRESS APRON	58.99
			Total For Dept 67970 RECREATION AQUATICS	58.99
Total For Fund 101 GENERAL				292,390.41
Fund 202 MOTOR FUEL TAX				
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	202-36001-53201	ELECTRICITY	STREETLIGHT ELECTRIC	38.30
2	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2025 SIGN PROGRAM	110.75
3	202-36001-55253	INFRASTRUCTURE IMPROVEMT	2025 SIGN PROGRAM	87.80
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	236.85
Total For Fund 202 MOTOR FUEL TAX				236.85
Fund 207 SPECIAL EVENTS FUND				
Dept 00000				
1	207-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAR 2025	2.81
			Total For Dept 00000	2.81
Dept 67600 RECREATION SPECIAL EVENTS ADMIN				
1	207-67600-53212	PROGRAM SUPPLIES	CROWD BARRICADES	1,499.00
2	207-67600-53212	PROGRAM SUPPLIES	SPONSOR GIFTS - POPCORN, CANDY, COOKIES	119.64
			Total For Dept 67600 RECREATION SPECIAL EVENTS ADMIN	1,618.64

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 15 of 24

Item	GL Number	GL Desc	Invoice Description	Amount
Dept 67601 RECREATION ROCK THE BLOCK				
1	207-67601-53212	PROGRAM SUPPLIES	RTB TABLE COVERS	574.32
2	207-67601-53212	PROGRAM SUPPLIES	RTB TABLE COVERS	116.90
		Total For Dept 67601 RECREATION ROCK THE BLOCK		691.22
Dept 67605 RECREATION WINTER FESTIVAL				
1	207-67605-53212	PROGRAM SUPPLIES	LIGHT DISPLAY - SNOWMAN	238.24
		Total For Dept 67605 RECREATION WINTER FESTIVAL		238.24
Dept 67699 RECREATION MISC SPECIAL EVENTS				
1	207-67699-53212	PROGRAM SUPPLIES	LIGHT DISPLAY - SNOWMAN	154.34
2	207-67699-53212	PROGRAM SUPPLIES	2025 ARBOR DAY DRAWING, PAINTING ACTIVITY	500.00
3	207-67699-53212	PROGRAM SUPPLIES	LIGHT DISPLAYS - PENGUIN, WOODLAND FAMILY	649.98
		Total For Dept 67699 RECREATION MISC SPECIAL EVENTS		1,304.32
Total For Fund 207 SPECIAL EVENTS FUND				
				3,855.23
Fund 214 TIF #2 DOWNTOWN				
Dept 10490 GENERAL GOVERNMENT TIF				
1	214-10490-52201	VILLAGE ATTORNEY	DOWNTOWN TIF LEGAL SERVICES	46.00
2	214-10490-55253	INFRASTRUCTURE IMPROVEMT	S OLD RAND RD UTILITY RELOCATION	537.25
		Total For Dept 10490 GENERAL GOVERNMENT TIF		583.25
Total For Fund 214 TIF #2 DOWNTOWN				
				583.25
Fund 227 DISPATCH CENTER				
Dept 00000				
1	227-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAR 2025	50.17
		Total For Dept 00000		50.17

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 16 of 24

\$1,235,941.27

Item	GL Number	GL Desc	Invoice Description	Amount		
Dept 24220 POLICE DISPATCH						
1	227-24220-51651	LICENSING/CERTIFICATIONS	EMD CERTIFICATIONS (8)	604.50		
2	227-24220-51652	TRAINING AND MEETINGS	CIPOLLA - ENP EXAM	75.00		
		Total For Dept 24220 POLICE DISPATCH		679.50		
Total For Fund 227 DISPATCH CENTER						
Fund 401 VILLAGE CAPITAL PROJECTS						
Dept 36001 PUBLIC WORKS ADMINISTRATION						
1	401-36001-55251	LAND IMPROVEMENTS	PROMENADE LANDSCAPE DESIGN, PRELIM ENG	1,549.00		
2	401-36001-55252	BLDG & BLDG IMPROVEMENTS	CREDIT FIRE STATION CABINETS PRICING	(0.04)		
3	401-36001-55252	BLDG & BLDG IMPROVEMENTS	HINGES, DOOR HARDWARE	79.74		
4	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PLASTIC AND TAPE FOR CONSTRUCTION DUST	34.66		
5	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DRYWALL SUPPLIES	26.76		
6	401-36001-55252	BLDG & BLDG IMPROVEMENTS	TARPS, HARDWARE, HINGES, PRO DUST	430.01		
7	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DRYWALL SCREWS, NAIL GUN, NAILS	356.94		
8	401-36001-55252	BLDG & BLDG IMPROVEMENTS	SANDING SUPPLIES	39.94		
9	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DUCT TAPE, DROP CLOTHES, SHEETING	67.05		
10	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PLASTIC FOR DUST CONTROL	44.60		
11	401-36001-55252	BLDG & BLDG IMPROVEMENTS	SCREWS, PAINT TOWELS, ROLLERS	71.86		
12	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DRYWALL, TAPE, SPRAY	933.08		
13	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PAINT, VAC FILTERS	116.32		
14	401-36001-55252	BLDG & BLDG IMPROVEMENTS	STUDS	391.30		
15	401-36001-55252	BLDG & BLDG IMPROVEMENTS	VH BUILDDOUT	14.94		
16	401-36001-55252	BLDG & BLDG IMPROVEMENTS	VH BUILDDOUT	15.00		
17	401-36001-55252	BLDG & BLDG IMPROVEMENTS	GUN RANGE VENTILATION REPLACEMENT	125,000.00		
18	401-36001-55252	BLDG & BLDG IMPROVEMENTS	GUN RANGE VENTILATION REPLACEMENT	29,356.00		
19	401-36001-55252	BLDG & BLDG IMPROVEMENTS	RETURN - LUMBER	(102.96)		

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 17 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
20	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	117.28
21	401-36001-55252	BLDG & BLDG IMPROVEMENTS	RETURN - STUDS	(195.22)
22	401-36001-55252	BLDG & BLDG IMPROVEMENTS	DOORS	384.84
23	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	1,194.00
24	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	650.97
25	401-36001-55252	BLDG & BLDG IMPROVEMENTS	STUDS	72.07
26	401-36001-55252	BLDG & BLDG IMPROVEMENTS	RETURN LUMBER	(120.12)
27	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	237.72
28	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	3.98
29	401-36001-55252	BLDG & BLDG IMPROVEMENTS	LUMBER	2,279.92
30	401-36001-55252	BLDG & BLDG IMPROVEMENTS	PD HVAC AD #2267640	126.50
31	401-36001-55252	BLDG & BLDG IMPROVEMENTS	STAIN, TAPE, MASKING FILM	151.47
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	<hr/> 163,327.61
			Dept 36470 PUBLIC WORKS STORM WATER CONTROL	
1	401-36470-55253	INFRASTRUCTURE IMPROVEMT	BUFFALO CREEK IMPROVEMENTS	<hr/> 4,554.50
			Total For Dept 36470 PUBLIC WORKS STORM WATER CONTROL	<hr/> 4,554.50
			Total For Fund 401 VILLAGE CAPITAL PROJECTS	<hr/>167,882.11
			Fund 405 NHR CAPITAL PROJECTS	
			Dept 36001 PUBLIC WORKS ADMINISTRATION	
1	405-36001-53416	CONCRETE & ASPHALT	CONCRETE #125180	162.75
2	405-36001-55253	INFRASTRUCTURE IMPROVEMT	MAIN ST STREETSCAPE	60,410.75
3	405-36001-55253	INFRASTRUCTURE IMPROVEMT	WHITNEY & LZ DR WATER MAIN, SANITARY SEWER RECON	3,909.00
			Total For Dept 36001 PUBLIC WORKS ADMINISTRATION	<hr/> 64,482.50
			Total For Fund 405 NHR CAPITAL PROJECTS	<hr/>64,482.50

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 18 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 501 WATER & SEWER				
Dept 00000				
1	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 865 TALSER RD 120	8,463.00
2	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 884 S RAND RD H	1,934.40
3	501-00000-21204	LC CONNECTION FEES PAYABLE	LC CONNECTION FEE - 865 TELSER RD 160	2,619.50
4	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #006972-01 FINAL	4.97
5	501-00000-21206	WATER BILLING REFUNDS	UB REF - A/C #007065-00 FINAL	400.51
6	501-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAR 2025	54.24
Total For Dept 00000				<hr/> 13,476.62
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	501-36001-51652	TRAINING AND MEETINGS	PER DIEM - WATERCON CONFERENCE - SCHMITT	170.00
2	501-36001-51654	MEMBERSHIPS & SUBSCRIPTIONS	DRWW 2025 MEMBERSHIP DUES	857.41
3	501-36001-51654	MEMBERSHIPS & SUBSCRIPTIONS	AWWA MEMBERSHIP - REUSCH	87.00
4	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/13	31.59
5	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/20	29.25
6	501-36001-52111	OTHER PROFESSIONAL SVCS	UNIFORMS/MATS 03/27	29.25
7	501-36001-53203	TELEPHONE & DATA SVCS	SCADA - FEB	255.07
8	501-36001-53204	MOBILE VOICE & DATA	CELL PHONES - WTR/CS/PW - FEB	122.66
9	501-36001-53209	UNIFORMS	PPE HATS	450.00
10	501-36001-53209	UNIFORMS	PPE HEAD WEAR	268.82
11	501-36001-53209	UNIFORMS	PPE GLOVES	21.45
12	501-36001-53209	UNIFORMS	PPE GLOVES	13.98
13	501-36001-53209	UNIFORMS	PPE GLOVES	13.98
14	501-36001-53209	UNIFORMS	PPE SAFETY GLASSES	113.40
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<hr/> 2,463.86
Dept 36530 PUBLIC WORKS WATER BILLING				
1	501-36530-52111	OTHER PROFESSIONAL SVCS	SENSUS ANALYTICS (SAS)	12,167.00
Total For Dept 36530 PUBLIC WORKS WATER BILLING				<hr/> 12,167.00

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 19 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Dept 36550 PUBLIC WORKS WATER SERVICE				
1	501-36550-52111	OTHER PROFESSIONAL SVCS	PW PAINTING	4,144.05
2	501-36550-52113	ENGR/ARCHITECTURAL	LAKE MICHIGAN SUPPLY ROUTE STUDY	36,629.83
3	501-36550-52607	WATER SAMPLE ANALYSIS	WATER SAMPLE ANALYSIS/WELL 12	253.50
4	501-36550-52607	WATER SAMPLE ANALYSIS	WATER SAMPLE ANALYSIS/WELL 12	253.50
5	501-36550-52701	MAINT-BLDGS & GROUNDS	SERVICE CALLS FOR WELL 7	85.00
6	501-36550-52701	MAINT-BLDGS & GROUNDS	SERVICE CALLS FOR WELL 8	170.00
7	501-36550-52701	MAINT-BLDGS & GROUNDS	SERVICE CALL, IGNITER KIT/WELL 8 RADIANT HEAT SYSTEM	342.14
8	501-36550-52708	MAINT-PUMPS	CHANGE ORDER FOR WELL 9 REPAIRS	150,381.55
9	501-36550-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	31,488.40
10	501-36550-53202	NATURAL GAS	NATURAL GAS/WELLHOUSE #7	539.18
11	501-36550-53202	NATURAL GAS	NATURAL GAS/WELLHOUSE #8	556.76
12	501-36550-53202	NATURAL GAS	NATURAL GAS/WELLHOUSE #9	340.48
13	501-36550-53202	NATURAL GAS	NATURAL GAS/WELLHOUSE #12	373.38
14	501-36550-53210	SMALL TOOLS & EQUIP	ELECTRIC TRANSFER DRUM PUMP FOR SODIUM HYPOCHLORITE	733.20
15	501-36550-53407	EQUIP MAINT PART&SUPPLIE	REPLACEMENT DIAPHGRAM VALVE/WELL 12 WTP BRINE FEED	526.30
16	501-36550-53407	EQUIP MAINT PART&SUPPLIE	WELL 12 WTP CHLORINE FEED PIPING REPAIR PARTS	18.64
17	501-36550-53407	EQUIP MAINT PART&SUPPLIE	WELL 12 CHLORINE BOOSTER PUMP PIPING REPAIR	296.30
18	501-36550-53407	EQUIP MAINT PART&SUPPLIE	PROPRESS COPPER FITTINGS/WELL 8 CHLORINE FEED REPAIR	140.36
19	501-36550-53409	PUMP REPAIR SUPPLIES	PRESSURE GAUGES/WELL/WTP'S	176.57
20	501-36550-53409	PUMP REPAIR SUPPLIES	WELL 9 AIRLINE CONDUIT REPAIR SUPPLIES	20.57
21	501-36550-53409	PUMP REPAIR SUPPLIES	WELL 12 WTP BRINE PUMP REPAIR PARTS	377.60
22	501-36550-53410	METERS PARTS & SUPPLIES	REPLACEMENT REGISTER PULSE WIRE/3" OMNI C-2/795 N RAND	114.33
23	501-36550-53413	DISTRIBUTION SYS REPAIR	BOLTS - WATER MAIN VALVE REPAIRS	239.04
24	501-36550-53413	DISTRIBUTION SYS REPAIR	WATER SERVICE CONNECTION SADDLES	240.00
25	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #12	2,806.02
26	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #10	2,589.30
27	501-36550-53414	CHEMICALS	BULK WTR COND SALT - WELL #8	2,580.48

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 20 of 24

\$1,235,941.27

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
28	501-36550-53416	CONCRETE & ASPHALT	CONCRETE #125180	872.00
29	501-36550-53417	SAND & GRAVEL	GRAVEL	1,521.30
30	501-36550-53417	SAND & GRAVEL	GRAVEL	1,017.19
31	501-36550-55253	INFRASTRUCTURE IMPROVEMT	MAIN, CHURCH, LIONS WATERMAIN REPLACEMENT	3,227.75
32	501-36550-55253	INFRASTRUCTURE IMPROVEMT	WHITNEY & LZ DR WATER MAIN, SANITARY SEWER RECON	2,516.00
33	501-36550-55253	INFRASTRUCTURE IMPROVEMT	LEAD SERVICE LINE INVESTIGATION	<u>3,342.00</u>
			Total For Dept 36550 PUBLIC WORKS WATER SERVICE	248,912.72
			Dept 36560 PUBLIC WORKS SEWER SERVICE	
1	501-36560-52111	OTHER PROFESSIONAL SVCS	2025 PRETREATMENT ASSISTANCE	2,205.25
2	501-36560-52111	OTHER PROFESSIONAL SVCS	HYDROGEN SULFIDE REDUCT PRGM QUENTIN/NW PUMP STA	5,460.00
3	501-36560-53201	ELECTRICITY	ELECTRICITY-WELLS/WTP'S, SANITARY PUMP/LIFT STA	6,881.05
4	501-36560-53405	BLDG & GROUND MAINT SUPP	NW PUMP STA/EXHUST FAN MTR STARTER HEATER ELEMENT	147.90
5	501-36560-53408	LIFT STATION PARTS & SUP	REPLACEMENT 4" CHECK VALVE ASSY FOR BETTY DR LIFT STA	3,296.00
6	501-36560-55253	INFRASTRUCTURE IMPROVEMT	2025 SANITARY SEWER LINING	10,291.75
7	501-36560-55253	INFRASTRUCTURE IMPROVEMT	WHITNEY & LZ DR WATER MAIN, SANITARY SEWER RECON	<u>3,729.25</u>
			Total For Dept 36560 PUBLIC WORKS SEWER SERVICE	32,011.20
			Total For Fund 501 WATER & SEWER	<u>309,031.40</u>
			Fund 601 MEDICAL INSURANCE	
			Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	
1	601-10001-52340	MEDICAL ADMIN FEE	IPBC INSURANCE COVERAGE - MAR 2025	160.65
2	601-10001-52341	HEALTH INS. FIXED COSTS	IPBC INSURANCE COVERAGE - MAR 2025	<u>278,699.40</u>
			Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION	278,860.05
			Total For Fund 601 MEDICAL INSURANCE	<u>278,860.05</u>

VILLAGE OF LAKE ZURICH
 WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 21 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
Fund 603 RISK MANAGEMENT				
Dept 00000				
1	603-00000-22501	ER - UNDISTRIBUTED LIFE INS	IPBC INSURANCE COVERAGE - MAR 2025	1.74
Total For Dept 00000				<u>1.74</u>
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	603-10001-52114	LIABILITY INSURANCE CLAIMS	KAYAK RACKS	1,171.01
2	603-10001-52114	LIABILITY INSURANCE CLAIMS	IRMA FEBRUARY 2025	1,123.36
3	603-10001-52114	LIABILITY INSURANCE CLAIMS	MAILBOX REPLACEMENT	749.99
4	603-10001-52114	LIABILITY INSURANCE CLAIMS	SQUAD 117 REPAIRS, 2017 FORD EXPLORER	4,142.07
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				<u>7,186.43</u>
Total For Fund 603 RISK MANAGEMENT				<u>7,188.17</u>
Fund 615 EQUIPMENT REPLACEMENT				
Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				
1	615-10001-55254	MACHINERY & EQUIPMENT	ARUBA 12G SWITCH	693.59
Total For Dept 10001 GENERAL GOVERNMENT ADMINISTRATION				<u>693.59</u>
Dept 36001 PUBLIC WORKS ADMINISTRATION				
1	615-36001-55261	VEHICLES - POLICE	FLASHLIGHTS NEW PD CARS	231.98
2	615-36001-55263	VEHICLES - PUBLIC WORKS	FLASHLIGHTS NEW PD CARS	115.99
Total For Dept 36001 PUBLIC WORKS ADMINISTRATION				<u>347.97</u>
Total For Fund 615 EQUIPMENT REPLACEMENT				<u>1,041.56</u>
Fund 710 PERFORMANCE ESCROW				
Dept 00000				
1	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0613 - 42 PINE AVE	500.00

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 22 of 24

\$1,235,941.27

<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 #BBD25-0041 - 156 E MAIN ST	1,000.00
3	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0477 - 1221 ERIC LN	500.00
4	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0628 - 596 W RT 22	250.00
5	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0017 - 21 GOLFVIEW RD	500.00
6	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0012 - 103 E HARBOR DR	500.00
7	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0290 - 545 RIPPLE BROOK	500.00
8	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0544 - 605 ORCHARD POND	500.00
9	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0450 - 1177 SYCAMORE DR	105.00
10	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD23-0249 - 202 MARK LN	105.00
11	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0028 - 10 E HARBOR DR	500.00
12	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD25-0072 - 798 STILLWATER CT	500.00
13	710-00000-25201	BUILDING PERMIT DEPOSITS	BD PYMNT REF #PB20-1479 - 742 S RAND RD	3,060.00
14	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0624 - 1084 CORMAR DR	500.00
15	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0257 - 2 E MAIN ST	1,000.00
16	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0144 - 284 VICTOR LN	500.00
17	710-00000-25201	BUILDING PERMIT DEPOSITS	BOND REF #BBD24-0635 - 290 LIONS CT	500.00
Total For Dept 00000				11,020.00
Dept 17001 TECHNOLOGY ADMINISTRATION				
1	710-17001-53214	PEG CABLE EXPENSE	PEG CHANNEL CONFIGURATION FILES	2.99
2	710-17001-53214	PEG CABLE EXPENSE	COMBINED INTERNET - FEB/MAR 2025	958.04
3	710-17001-53214	PEG CABLE EXPENSE	MEDIA CREW - MAR 2025	90.00
Total For Dept 17001 TECHNOLOGY ADMINISTRATION				1,051.03
Total For Fund 710 PERFORMANCE ESCROW				12,071.03
Fund 720 PAYROLL CLEARING				
Dept 00000				
1	720-00000-22253	IMRF W/H	PR DEDUCTIONS - FEB 2025	63,244.44

VILLAGE OF LAKE ZURICH
WARRANT REPORT - 4/7/2025
\$1,235,941.27

Page 23 of 24

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
2	720-00000-22301	DENTAL / VISION BENEFITS	IPBC INSURANCE COVERAGE - MAR 2025	16,903.38
3	720-00000-22403	AFLAC PLANS PAYABLE	AFLAC INSURANCE PREMIUM - FEB 2025	6,081.94
4	720-00000-22404	SUPPLEMENTAL LIFE INS PAYABLE	IPBC INSURANCE COVERAGE - MAR 2025	2,515.00
5	720-00000-22502	PAYROLL PAYABLE	PR09132024 REPL CK 124137333	244.28
		Total For Dept 00000		<hr/> 88,989.04
			Total For Fund 720 PAYROLL CLEARING	<hr/> 88,989.04
Fund 731 SSA #8 HEATHERLEIGH SUBDV				
Dept 10099 GENERAL GOVERNMENT SSA ACTIVITY				
1	731-10099-52603	LAKE/WATER QUALITY MGMT	2025 HEATHERLEIGH POND TREATMENT	8,600.00
		Total For Dept 10099 GENER		<hr/> 8,600.00
			Total For Fund 731 SSA #8 HEATHERLEIGH SUBDV	<hr/> 8,600.00

VILLAGE OF LAKE ZURICH

WARRANT REPORT - 4/7/2025

Page 24 of 24

\$1,235,941.27

<i>Item</i>	<i>GL Number</i>	<i>GL Desc</i>	<i>Invoice Description</i>	<i>Amount</i>
-------------	------------------	----------------	----------------------------	---------------

Fund Totals:

Fund 101 GENERAL	292,390.41
Fund 202 MOTOR FUEL TAX	236.85
Fund 207 SPECIAL EVENTS FUND	3,855.23
Fund 214 TIF #2 DOWNTOWN	583.25
Fund 227 DISPATCH CENTER	729.67
Fund 401 VILLAGE CAPITAL PROJECTS	167,882.11
Fund 405 NHR CAPITAL PROJECTS	64,482.50
Fund 501 WATER & SEWER	309,031.40
Fund 601 MEDICAL INSURANCE	278,860.05
Fund 603 RISK MANAGEMENT	7,188.17
Fund 615 EQUIPMENT REPLACEMENT	1,041.56
Fund 710 PERFORMANCE ESCROW	12,071.03
Fund 720 PAYROLL CLEARING	88,989.04
Fund 731 SSA #8 HEATHERLEIGH SUBDV	8,600.00

\$ 1,235,941.27



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: April 2, 2025

To: Ray Keller, Village Manager *PK*

From: Erin Rauscher, Assistant to the Village Manager

Subject: **Disposal of Surplus Property**

MEMORANDUM

6
cd

Issue: Staff has identified various pieces of equipment that are not in working order, would require repairs in excess of present market value, or are obsolete. This equipment is therefore no longer useful and should be disposed of in accordance with Illinois Municipal Code 65 ILCS5/11-76.4

Analysis: The surplus equipment listed in Exhibit A has been stripped of any useful value, is of no further use to the Village and will be disposed of as indicated.

Recommendation: Staff recommends that the Village Board approve the Ordinance declaring the listed equipment no longer necessary.

w/Attachments: Ordinance Authorizing Disposal of Village Property

VILLAGE OF LAKE ZURICH



ORDINANCE NO. 2025-04-607

**AN ORDINANCE AUTHORIZING DISPOSAL OF SURPLUS PROPERTY OWNED
BY THE VILLAGE OF LAKE ZURICH**

WHEREAS, pursuant to 65 ILCS 5/11-76.4 and in the opinion of a simple majority of the corporate authorities holding office in the Village of Lake Zurich Lake County, Illinois, ("Village") it is no longer necessary, useful, or for the best interests of the Village to retain ownership of the personal property hereinafter described; and

WHEREAS, it has been determined by the President and the Board of Trustees of the Village of Lake Zurich to dispose of said personal property in the manner described in this Ordinance.

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

Section 2. Disposal of Surplus Property. The President and Board of Trustees find that the personal property described as follows in **Exhibit A** by this reference incorporated into this Ordinance (the "Property") is no longer necessary or useful to the Village, and thus the Village Manager for the Village of Lake Zurich is hereby authorized to direct the sale or disposal of the property in the manner most appropriate to the Village consistent with 65 ILCS 5/11-76.4. The property shall be sold "as is."

Section 3. Effective Date. This Ordinance shall be in full force and effect from and after its passage and approval in the manner provided by law.

PASSED this _____ day of April, 2025.

Ayes:

Nays:

Absent:

APPROVED this _____ day of April, 2025.

ATTEST:

Thomas Poynton, Village President

Kyle Kordell, Deputy Village Clerk



EXHIBIT A
Disposal of Surplus Equipment
April 2, 2025

<u>Quantity</u>	<u>Description</u>	<u>Estimated Value</u>
-----------------	--------------------	------------------------

Police Department: unknown values- old items

QUANTITY	DESCRIPTION	ESTIMATED VALUE
1	Grey metal file cabinet	\$0
1	Folding table	\$0
2	Storage locker doors	\$0
Several	Desk countertops	\$0
1	Toshiba flat screen TV	\$0
1	Panasonic VCR	\$0
1	Samsung DVD player	\$0
1	Emerson boombox	\$0
4	Wooden drawers	\$0
1	Office desk cabinet	\$0

Public Works Department:

QUANTITY	DESCRIPTION	ESTIMATED VALUE
1	1995 John Deere 410D Backhoe asset#950410D	\$13,000
2	Whelen Liberty II Light Bars	\$0
10	Whelen ION Warning Lights	\$0
1	2009 Delco Pressure Washer asset#100PW2	\$0
1	2013 Ford PIU asset#120114	\$1,000
1	Misc air tools	\$0
1	2014 Ford PIU asset#140104	\$1,000
1	2017 Ford PIU asset#170119	\$1,000
1	2016 Ford Taurus PI asset#16B0107	\$1,000
7	Motorola radios	\$0
4	Setina prisoner partitions	\$0

Information Technology:

Manufacturer	Model	Serial Number
Cisco	2911	FTX1435AHAD
Cisco	2911	FTX1715AKWQ
Cisco	2911	FTX135AH9L
Cisco	2911	FTX1435AHAH
Overland Storage	SnapServer OD11014	AT42900126
Overland Storage	SnapServer DX1 OD11002	2B42500112
Dell	PowerEdge R530	9FTSJB2

#####

2 of 2



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

MEMORANDUM

Date: April 2, 2025

To: Ray Keller, Village Manager *PK*

From: Kyle Kordell, Management Services Director

Copy: Sarosh Saher, Community Development Director

Subject: **Industrial TIF Development Inducement – ECHO**

SEARCHED
INDEXED
SERIALIZED
FILED
6e

Issue: The Illinois Tax Increment Allocation Redevelopment Act allows for the Village of Lake Zurich to stimulate or induce redevelopment projects within the area unanimously designated in January 2023 as the Industrial Center Redevelopment Project Area.

The proposed development inducement resolution allows ECHO, a well-established Lake Zurich manufacturing company with world headquarters on Oakwood Road, to be eligible for certain future TIF reimbursements related to the development of vacant industrial acreage in Lake Zurich. Such redevelopment would raise the equalized assessed value of the entire TIF, thus generating future TIF increment.

Analysis: ECHO is a global leader in the development and manufacturing of hand-held outdoor power equipment for both the commercial and homeowner markets. Today, the company sells its products in North America through eight distributors managing over 6,000 independent dealers. An additional 24 Latin American distributors sell ECHO products through a variety of channels. ECHO products can be found in Home Depot stores in the U.S., Canada, Mexico, and Puerto Rico.



The company currently employs over 1,080 full time employees on Oakwood Road and proposes to expand its manufacturing operations with an additional 80,000 square feet of industrial space built along Telser Road attached to the current distribution center that would result in a minimum investment of \$17 million. This project includes the installation of underground stormwater management facilities that will reduce flooding concerns with adjacent industrial property owners.

The Company has learned about the Industrial TIF District and how Lake Zurich recently partnered with other companies to support local economic development and growing businesses. ECHO is requesting consideration of TIF funding as the cost to build this expansion are inordinately high due to the existing infrastructure they need to build around and limited solutions to accommodate the new underground detention facilities. This expansion project is set to bring additional jobs to Lake Zurich, raise the assessed value of the property and allow ECHO to continue with its plans for growth within the industrial park for years to come.

The proposed inducement resolution allows costs related to the development project to qualify for consideration as eligible TIF reimbursement costs. These reimbursements would occur in future years, utilizing incremental real estate taxes that would not otherwise be available *“but for”* the redevelopment project occurring.

Recommendation: Staff recommends approval of the proposed inducement resolution for ECHO.

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2025-04-094

**A RESOLUTION OF THE VILLAGE OF LAKE ZURICH
LAKE COUNTY, ILLINOIS, TO INDUCE THE REDEVELOPMENT OF
CERTAIN PROPERTY WITHIN THE INDUSTRIAL DISTRICT TAX INCREMENT
FINANCING REDEVELOPMENT PROJECT AREA #4 FOR ECHO AT 400
OAKWOOD ROAD**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois (the "Village") is a duly organized and existing municipal corporation created under the provisions of the laws of the State of Illinois and a non-home-rule municipality pursuant to the Illinois Constitution of 1970; and,

WHEREAS, in accordance with the requirements of the Tax Increment Allocation Redevelopment Act of the State of Illinois, 65 ILCS 5/11-74.4-1, *et seq.*, as from time to time amended (the "TIF Act"), the President and Board of Trustees of the Village (the "Corporate Authorities"), on January 4, 2023, pursuant to Ordinance Nos. 2023-01-491, 2023-01-492 and 2023-01-493, approved a Redevelopment Project Plan and Eligibility Report for an area designated as the Industrial Center Redevelopment Project Area (the "Project Area"), and adopted tax increment financing for the payment and financing of redevelopment project costs incurred within the Project Area; and,

WHEREAS, the Village has been approached by ECHO Incorporated (the "Developer"), who proposes to develop certain property located within the Project Area, commonly known as 400 Oakwood (the "Subject Property") and to expand its existing manufacturing, packaging and distribution facility (the "Project"); and,

WHEREAS, the Developer has also informed the Village that the ability to undertake the Project on the Subject Property shall require financial assistance from the Village for certain improvements that would be incurred in connection with the acquisition and redevelopment, which costs would constitute "Redevelopment Project Costs" as such term is defined in the TIF Act; and,

WHEREAS, the Developer would like to incur certain costs in connection with the Project prior to the adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village wherein reimbursement for such costs may be considered between the parties' subject to certain terms and conditions; and,

WHEREAS, the Developer desires such costs related to the Project are able to qualify for consideration as redevelopment project costs that can be reimbursed utilizing incremental real estate taxes pursuant to the TIF Act, provided that such costs constitute "*Redevelopment Project Costs*", as such term is defined in the TIF Act; and,

WHEREAS, this Resolution is intended to allow the Developer to incur certain costs relating to the redevelopment of the Subject Property that may be considered "*Redevelopment Project Costs*", as such term is defined in the TIF Act, prior to adoption of any ordinance authorizing the execution of a redevelopment agreement pertaining to the Subject Property with the Village, subject to the conditions set forth in Section 3 of this Resolution.

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

Section 1. That the above recitals are incorporated herein and made a part hereof.

Section 2. That the Corporate Authorities may consider expenditures that are "*Redevelopment Project Costs*", as such term is defined in the TIF Act, in connection with the Project, incurred prior to the approval and execution of a redevelopment agreement with the Developer, to be expenditures that are eligible for reimbursement through the TIF Act to the extent the Project is in furtherance of the redevelopment plan and project for the overall Project Area.

Section 3. That all undertakings of the Village set forth in this Resolution are specifically contingent upon the Village approving and executing a redevelopment agreement with the Developer, or a successor or assignee of the Developer, which provides for the redevelopment of the Subject Property in accordance with the terms and conditions to be negotiated by the parties.

Section 4. That any financial assistance rendered to the Developer by the Village shall be contingent upon the authority, restrictions, terms, and conditions imposed by the TIF Act.

Section 5. That this Resolution shall be in full force and effect from and after its passage and approval as provided by law.

ADOPTED by the President and the Village Board of Trustees of the Village of Lake Zurich, Illinois, this _____ day of April 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of April, 2025.

ATTTEST:

Village President, Thomas Poynton

Deputy Village Clerk, Kyle Kordell



At the Heart of Community

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: April 7, 2025
To: Ray Keller, Village Manager *PK*
From: Bonnie Caputo, Recreation Director
Subject: **2025/2026 SRACLC Member Agency Contribution**

RECORDED
6/1

Issue:

The 2025/2026 Special Recreation Association of Central Lake County member agency contribution of \$129,274 has been requested of the Village of Lake Zurich.

Analysis:

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

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

As a result of being part of SRACLC, the Village of Lake Zurich is able to levy a tax (FY25 \$375,000) to support inclusion assistance and ADA accessible facilities and equipment. It is important to note that the SRACLC Board did review other like organizations in FY24 confirming that SRACLC still offers the lowest membership rate for our participation. Over the course of the year, we have numerous youth who participate in both Village of Lake Zurich programs (with inclusion assistance such as Dance, Day Camp, etc.) as well as SRA programs and events. We were also able to fund the following in FY24:

Administration (staff)	\$38,026.98
Pathway surfacing/ADA Park Benches & Tables/Tech	\$31,839.19
Inclusion	\$6,209.25
Park Signage- Communication Boards & Allergy Awareness	\$4,833.60
TOTAL:	\$80,909.02

The Village of Lake Zurich realized a positive fund balance in FY24 in preparation for the OSLAD project bid/construction to take place in FY25 which contains a few elements eligible for funding from the SRA Fund including: a portion of the ADA accessible baggo courts and surfacing at the Splash Pad, equipment purchases of the Splash Pad sensory table and changing table in the restroom as well as the creation of a pathway of an ADA accessible ramp with handrails down to the beach waterfront to open up access of the amenity to all. These items were incorporated as a direct result from community feedback received thru the 2024 ADA Park survey and ADA Transition Plan.

Recommendation:

A motion to approve the Special Recreation Association of Central Lake County member agency contribution for the amount of \$129,274.

w/ Attachments; 2025/2026 Special Recreation Association of Central Lake County member agency invoice.

10167920-
52116

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

INVOICE

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

Date: March 12, 2025

FOR: 2025/26 Member Agency Contribution (May 1, 2025 – April 30, 2026)

Member Agency Contribution: \$129,274.00 *PK*

NOTE – This total, along with the 2025/26 Annual Budget, will be formally approved by the SRACLC Board of Directors at the April 16, 2025 Board meeting. The check from Lake Zurich will not be deposited until May 1, 2025.

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

PLEASE REMIT TO:

SRACLC
271 North Archer Avenue
Mundelein, IL. 60060



At the Heart of Community

PARKS AND RECREATION DEPARTMENT

200 South Rand Road
Lake Zurich, Illinois 60047

(847) 438-5146
LakeZurich.org

MEMORANDUM

Date: April 7, 2025

To: Ray Keller, Village Manager *PK*

From: Bonnie Caputo, Recreation Director

Subject: Special Event Road Closures for Lake Zurich Triathlon, Alpine Races & Jack O Lantern World

*ASSESSOR/ATTEN
Ceghini*

Issue:

The annual Lake Zurich Triathlon has been approved by the Village Board and is scheduled to take place on Sunday, July 13, 2025 at Paulus Park. Due to the infrastructure projects scheduled for the Summer season, routes associated with the bike course needed to be adjusted. The updated proposed resolution authorizes a request to the Village Board for use of local roadways and Illinois Department of Transportation to close a portion of Route 12 from the hours of 7am – 12pm on July 13, 2025.

The annual Alpine Races has been approved by the Village Board and is scheduled to take place on Sunday, August 17, 2025. The proposed resolution authorizes a request to the Village Board for use of local roadways from the hours of 7am – 12pm on August 17, 2025.

All Community Events has been approved by the Village Board to operate Jack O Lantern World at Paulus Park throughout the month of October (opening on Friday, September 26, 2025) including a 5K walk/run. The proposed resolution authorizes a request to the Village Board for use of local roadways from the hours of 5-9pm on Sunday, September 28, 2025.

Analysis:

The Illinois Highway Code authorizes the Illinois Department of Transportation to issue permits to local authorities to temporarily close portions of State highways for such public purposes or needs as races, parades and local celebrations. During closure, the Village assumes full responsibility for direction, protection and regulation of the traffic and all liabilities for damages due by the closing.

Recommendation:

Approval of the attached resolutions.

w/Attachments: Resolution for the Lake Zurich Triathlon, Alpine Races and Jack O Lantern
World

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2025-04-095

LAKE ZURICH TRIATHLON ROUTE – 2025

WHEREAS, 10xEM, LLC is coordinating a Triathlon to be held on July 13, 2025 in the Village of Lake Zurich; and

WHEREAS, the triathlon will require the temporary closing of the following highways in the Village of Lake Zurich;

- A. Right northbound Lane of Route 12 (from Route 22 to Old McHenry Rd),
- B. Eastbound Milton Rd. (from Old McHenry Rd. to Fairfield Rd.),
- C. Northbound lane on Fairfield Rd. (from Milton Rd. to Schwerman Rd.),
- D. Eastbound lane on Schwerman Rd. (from Fairfield Rd. to Milton Rd.),
- E. Westbound lane on Milton Rd. (from Schwerman Rd. to Fairfield Rd.),
- F. Southbound lane on Fairfield (from Milton Rd. to Old McHenry Rd.),
- G. Westbound lane of Old McHenry Rd. (from Fairfield Rd. to Echo Lake Rd.),
- H. Southbound lane of Echo Lake Rd. (from Old McHenry Rd. to Midlothian Rd.),
- I. Southbound lane of Midlothian Rd. (from Echo Lake Rd. to Jamie Ln.),
- J. Westbound lane of Jamie Ln. (from Midlothian Rd. to Lions Dr.)
- K. Northbound lane of Lions Dr. (from Jamie Ln. to Golfview Rd.)
- L. Left Westbound lane of Golfview Rd. (from Lions Dr. to Route 12)
- M. Southbound lane on Old Rand Rd. (from Route 12 to Main St),
- N. Westbound lane of Main St (from Old Rand Rd. to Route 22),
- O. Westbound lane of Robertson Rd. (from West Main Street to Whitney Rd.)
- P. Southbound lane of Whitney Rd. (from Robertson Rd.)

WHEREAS; Section 4-408 of the Illinois Highway Code authorizes the Illinois Department of

Transportation to issue permits to local authorities to temporarily close portions of State Highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake Zurich that permission to close the above routes between the hours of 6:00 am to 1 pm on Sunday, July 13, 2025 be requested of the Illinois Department of Transportation.

BE IT FURTHER RESOLVED, that if such permission is granted by the Illinois Department of Transportation, all highway traffic during the periods of time specified shall be re-routed over the following routes:

- A. Traffic wishing to travel southbound on North Old Rand Road will continue southbound Route 12 to Route 22, traffic wishing to travel northbound on North Old Rand Road will continue westbound on Route 22 to Route 12,
- B. Traffic traveling northbound on Route 12 will merge at Route 22 to the left lane up to Old McHenry Road,
- C. Traffic wishing to travel westbound on Old McHenry Road from Fairfield Road will continue northbound on Fairfield to Milton Road.

BE IT FURTHER RESOLVED, that if such permission is granted by the Illinois Department of Transportation, to the extent required by Section 4-408 of the Illinois Highway Code, and without waiving its rights under other statutes, the Village of Lake Zurich assumes full responsibility for the direction, protection and regulation of the traffic affected by the detours during is in effect, as well as all liabilities arising from damages proximately caused by the closing of the State Highway, and if it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefit of traffic diverted from the State Highway.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Illinois Department of Transportation Traffic/Permit Section to serve as a formal request for the permission sought in the resolution.

ADOPTED by the President and the Village Board of Trustees of the Village of Lake Zurich, Illinois, this _____ day of April 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of April, 2025.

ATTEST:

Village President, Thomas Poynton

Deputy Village Clerk, Kyle Kordell

VILLAGE OF LAKE ZURICH**RESOLUTION NO. 2025-04-096****JACK O LANTERN WORLD 5K RACE ROUTE- 2025**

WHEREAS, All Community Events is coordinating a Jack O Lantern World 5K to be held on Sunday, September 28, 2025 in the Village of Lake Zurich; and

WHEREAS, the race will require the temporary closing of the following highways in the Village of Lake Zurich;

- A. Westbound lane of Robertson Rd. (from Whitney Rd.to West Main Street)
- B. Westbound lane of Main Street
- C. Southbound lane on North Old Rand Rd. (Route 12 to Main Street)

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake Zurich that permission to close the above routes between the hours of 6:00a.m. to 7:30 pm on Sunday, September 28, 2025.

BE IT FURTHER RESOLVED, that if such permission is granted, all highway traffic during the periods of time specified shall be re-routed over the following routes:

- A. Traffic wishing to travel southbound on North Old Rand Rd. will continue southbound US Route 12 to Route 22.

BE IT FURTHER RESOLVED, that if such permission is granted, the Village of Lake Zurich assumes full responsibility for the direction, protection and regulation of the traffic affected by the detours during is in effect, as well as all liabilities arising from damages proximately caused by the closing of roadway.

ADOPTED by the President and the Village Board of Trustees of the Village of Lake Zurich, Illinois, this _____ day of April 2025. Pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of April, 2025.

ATTEST:

Thomas Poynton, Village President

Kyle Kordell, Deputy Village Clerk

VILLAGE OF LAKE ZURICH**RESOLUTION NO. 2025-04-097****ANNUAL ALPINE RACES - 2025**

WHEREAS, the Lake Zurich Alpine Runners of Lake Zurich are sponsoring the annual Alpine Races on Sunday, August 17, 2025 in the Village of Lake Zurich; and

WHEREAS, the race will require the temporary closure of the following highways in the Village of Lake Zurich;

- A. Northbound lane on Old Rand Road (from Main St to Pine Tree Rd.),
- B. Northbound lane on Pine Tree Row (from Old Rand Rd to Rugby Rd.),
- C. Eastbound lane on Golfview Rd. (from Pine Tree to Vista Rd.),
- D. Northbound lane on Aldine Rd. (from Golfview Rd. to Northcrest Rd.),
- E. Westbound lane on Northcrest Rd. (from Aldine Rd. to Rugby Rd.),
- F. Southbound lane on Rugby Rd. (from Northcrest Rd. to Pine Tree Row),
- G. Northbound lane on Vista Rd. (from Golfview Rd. to Miller Rd.),
- H. Eastbound lane on Miller Rd. (from Vista to Brierwoods Ln.),
- I. Northbound lane on Brierwoods Ln. (from Miller Rd. to Bruce Circle N.),
- J. Eastbound and westbound lanes of Old McHenry Rd. (from Copperfield Dr. to Acorn Ln.)

WHEREAS, the Lake County Transportation Division issues permits to local authorities to temporarily close portions of County Highways for such public purposes or needs as parades and local celebrations;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake Zurich that permission to close the above routes between the hours of 7:00 a.m. and 12:00 p.m. on Sunday, August 17, 2025 be requested of the Lake County Transportation Division.

BE IT FURTHER RESOLVED that if such permission is granted by the Lake County Transportation Division that all highway traffic during the periods of time specified shall be re-routed over the following routes:

- A. Traffic wishing to travel westbound on Old McHenry Road will travel southbound Echo Lake Road, to Miller Road, to Route 12.
- B. Traffic wishing to travel eastbound on Old McHenry Road will travel north/east on Milton Road, to Fairfield Road.

BE IT FURTHER RESOLVED, that if such permission is granted by the Lake County Transportation Division, without waiving its rights under other statutes, the Village of Lake Zurich assumes full responsibility for the direction, protection and regulation of the traffic affected by the detours during the time the detour is in effect, as well as all liabilities arising from damages proximately caused by the closing of the County Highway, and it is further agreed that efficient all weather detours will be maintained to the satisfaction of the Department and conspicuously marked for the benefits of traffic diverted from the County Highway.

BE IT FURTHER RESOLVED, that a copy of this resolution be forwarded to the Lake County to serve as a formal request for the permission sought in the resolution.

ADOPTED by the President and the Village Board of Trustees of the Village of Lake Zurich, Illinois, this ____ day of April 2025, pursuant to a roll call vote as follows:

AYES:

NAYS:

ABSENT:

APPROVED this ____ day of April, 2025.

ATTEST:

Village President, Thomas Poynton

Deputy Village Clerk, Kyle Kordell



At the Heart of Community

PUBLIC WORKS DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: March 25, 2025

To: Ray Keller, Village Manager *PK*

From: Michael J. Brown, Director of Public Works

Subject: **Award Recommendation
2025 Concrete Flatwork Program**



Issue: The FY 2025 budget allocates \$200,000 in the Non-Home Rule Sales Tax Fund for concrete curb and sidewalk repairs.

Background: The Village of Lake Zurich contracts concrete repair work to address deteriorating sidewalks, curbs, and gutters as part of an ongoing infrastructure maintenance and improvement effort.

Sidewalk repairs align with the Village's commitment to ensuring safe pedestrian routes, while curb and gutter repairs support proper stormwater management and help prevent roadway pavement deterioration.

The 2025 program will focus on completing repairs in the Wicklow Subdivision and extending work into the Heatherleigh Subdivision.

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

➤ **Goal #3 – Infrastructure:** *Identify means to enhance pedestrian mobility, such as sidewalks, bike paths, and recreational trails.*

Analysis: Staff solicited bids for the 2024 Concrete Replacement Program in January 2024, with the bid opening held on February 28, 2024. The Village received six (6) bids, with the lowest responsible bid awarded to Suburban Concrete Inc. of Mundelein, Illinois.

The 2024 contract includes a one-year term with the option to renew for up to two (2) additional one-year periods, contingent on acceptable contractor performance and a three percent (3%) increase based on the Consumer Price Index (CPI) for the Chicago-Gary-Kenosha region.

Recommendation: Award a contract for the 2025 Concrete Flatwork to Suburban Concrete Inc. of Mundelein, IL, in an amount not-to-exceed amount of \$200,000.00

W/Attachments:

1. 2025 Renew Agreement
2. 2024 Bid Submittal – Suburban Concrete Inc
3. Projected Location Map



At the Heart of Community

PUBLIC WORKS DEPARTMENT
Public Works Division

505 Telser Road
Lake Zurich, Illinois 60047

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

March 6, 2025

Suburban Concrete, Inc.
21227 W. Commercial Dr., Suite B
Mundelein, Illinois 60060

Attention: Ken Kosrow

Dear Ken,

We are writing to formally request an extension of the existing contract for concrete flatwork services between Suburban Concrete Inc. and the Village of Lake Zurich. As outlined in the 2024 contract, there are provisions for two (2) one (1)-year renewal periods, contingent upon acceptable performance by the Contractor.

In keeping with our commitment to delivering high-quality services and ensuring seamless project execution, we propose extending the contract under the same terms and conditions, with a unit price adjustment of 3%. This adjustment would apply to the period from March 1, 2025, to December 31, 2025.

We believe this extension will maintain continuity in service delivery while upholding the standards of excellence that the Village expects. If there are any specific considerations or modifications you would like to discuss, we are happy to review them to ensure alignment with your expectations.

Thank you for your continued partnership. We appreciate the opportunity to serve the Village of Lake Zurich and look forward to working with your team in the year ahead.

CONTRACT EXTENSION AGREEMENT

This CONTRACT EXTENSION AGREEMENT (“Extension”) is dated January 6, 2025 (“the effective”), by and between Suburban Concrete, Inc., located at 21227 W. Commercial Dr., Ste. B Mundelein, Illinois, and the Village of Lake Zurich located at 70 E. Main St., Lake Zurich, Illinois (collectively, the “Parties”).

WHEREAS the Parties entered into a 2024 Concrete Flatwork Program Formal Contract on March 27, 2024 (the “Original Contract”).

WHEREAS the Parties hereby agree to extend the term of the Original Contract in accordance with the terms Original Contract, as well as the terms provided herein.

In consideration of the mutual covenants contained herein, each of Suburban Concrete, Inc. and the Village of Lake Zurich mutually covenant and agree as follows:

- The parties agree to extend the Original Contract for an additional period, which will begin immediately upon the expiration of the original time period and will end one year from the Award.
- This Extension awards Suburban Concrete, Inc. the 2025 Concrete Flatwork Program in the amount not-to-exceed \$200,000 for items of work submitted according to the terms and conditions of the Original Contract. Please see Appendix A (attached) for unit pricing reflecting the 3% increase.
- This Extension binds and benefits both Parties and any successors or assigns. This document, including the attached Original Contract is the entire agreement between the Parties.

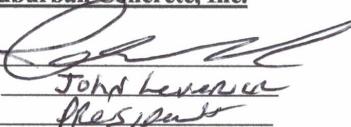
All other terms and conditions of the Original Contract remain unchanged.

This Agreement shall be signed on behalf of Suburban Concrete, Inc. and on behalf of the Village of Lake Zurich.

Village of Lake Zurich

By (sign) _____
 Name _____
 Title _____

Suburban Concrete, Inc.

By (sign) 
 Name John Lefevere
 Title President

Appendix "A"**Proposed 2025 Unit Price**

Item No.	Items	Unit	Est. Quantity	Unit Price	Total
Base Bid					
1	P.C.C. Sidewalk Removal & Replacement (5-6")	SF	17,025	\$8.55	\$145,563.75
2	Combination Concrete Curb & Gutter Removal & Replacement (M3.12, B6.12)	LF	613	\$36.05	\$22,098.65
3	Detectable Warning Fields	Each	19	\$247.20	\$4,696.80
	Total Base Bid				\$172,359.20

Village of Lake Zurich
2024 Concrete Flatwork Program

**Notice to Bidders
Village of Lake Zurich
2024 Concrete Flatwork**

NOTICE TO BIDDERS

All bidders with any interest in being provided any information about this bid or in potentially submitting a bid regarding this 2024 Concrete Flatwork project **must register** their company's name and contact information with the Director of Public Works immediately upon review or receipt of this Notice to allow the Village to provide continuing information about this bid and the bid process, as may be needed.

Intent:

It is the intent of the Village of Lake Zurich ("Lake Zurich") to bid Concrete Flatwork and award the bid to a primary contractor ("Contractor"), as further provided herein.

Time and Place for Opening Bids:

Sealed proposals for the Work and related procedures described in Exhibit "A" will be received at the offices of:

**Village of Lake Zurich
Village Hall
70 East Main Street
Lake Zurich, IL.
60047**

no later than 10:00 am on **Wednesday, February 28, 2024**. Bids arriving after that time will not be accepted. Mailed bids, which are delivered after the specified hour, will not be accepted regardless of postmarked time on the envelope. Electronic mail (email) and/or facsimile transmitted bids will not be accepted. All bids will be publicly opened and read aloud at that time, and may be acted upon at said time and place or at such later time and place as may then be fixed: but in no case more than sixty (60) calendar days from bid opening.

If a bid was timely submitted but delayed beyond the 10:00 am submittal deadline due to no fault of bidder, and the delay does not afford the bidder any advantage, the Village of Lake Zurich (the "Village") may, in its discretion reject all bids, as determined on a case-by-case basis. However, the Village shall have no responsibility to consider such bid, nor to reject all bids on such basis.

Availability of Bidding Documents:

Packets are available for download on the Village's website starting **Monday, January 29, 2024**. Please follow the link below:

<https://www.lakezurich.org/296/Requests-Bids>

Affidavit of Experience:

Bidders will submit a resume of similar projects performed, enumerated as to location, type of work, approximate completion date, together with a list of equipment owned by or available to the, for efficient pursuance of this project.

Village of Lake Zurich
2024 Concrete Flatwork Program

Waiver of Technical Deficiency/Rejection of Bids:

The Village of Lake Zurich reserves the right to reject any or all bids, or any part of a bid, and/or to accept any bid or any part of a bid, or to waive any information or technical problems with or failure to strictly comply with the submittal requirements herein, when, in its discretion, the best interests of the Village will be served by such decision.

Location of the Work:

Various sites within the boundaries of the Village of Lake Zurich, as listed with this document See Exhibit "D" attached.

Description of Work:

Furnish all necessary labor, materials, and equipment for the preparation and concrete removal and replacement at sites listed with this document (the "Work") set forth in Exhibit "A" attached hereto.

Bid Security:

A Bidder's bond, Cashier's check, Certified check, or Bank draft in the amount of 10% of the total base bid will be accepted as bid security and must accompany the bid, payable to the Village as a guarantee that the successful bidder will perform the Work or supply services as specified. The proceeds of any bid guarantee shall become the property of the Village if the successful bidder, within 30 days after the opening of bids, withdraws his bid or if on notice of award refuses or is unable to comply with the contract requirements. As soon as determined, the Village will return the bonds of all except the three lowest responsive, responsible bidders. When the Contract is executed the bonds of the two remaining unsuccessful bidders will be returned. The bid bond of the successful bidder will be retained until the payment bond and performance bond have been executed and approved, after which it will be returned. The bid will remain open and binding on all bidders for acceptance by the Village for no less than sixty (60) calendar days from bid opening.

Entry into Contract:

The successful Bidder shall be bound by and within 15 calendar days of the mailing of written notice of selection as the successful contractor shall execute the Contract attached hereto as Exhibit "C" with the Village, including completion of those forms and certifications included herewith for the performance of the Work awarded the Contractor (the "Contract") and shall simultaneously provide the appropriate payment and performance bonds, indemnities, and insurance.

Work Schedule:

The Work shall be substantially completed by **Thursday, October 31, 2024**.

Village of Lake Zurich
2024 Concrete Flatwork Program

INSTRUCTIONS TO BIDDERS

Bidders' Representations:

Bidder has examined and carefully studied the bidding documents, and all other related data identified in these bidding documents. Bidder has visited the Work sites listed with this document Exhibit "D" attached and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, and performance of the Work. Submission of bid constitutes representation by Bidder that these bidding documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work described herein and which is the subject of this bid and to formulate an appropriate and accurate bid amount to complete the Work. Bidder is not allowed to withdraw any bid due to any failure to request additional information, review these bid provisions or alleged misunderstanding of the terms and conditions herein.

Type of Bid:

Type of bid: Prices for specific locations and the total cost of all work.

Review of Bid Notice:

Bidders shall be responsible for their prompt and complete review of this invitation to bid, and to notify the Village promptly of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents no later than **Wednesday, February 7, 2024**. Following any such notice, any needed interpretations, corrections and changes will be made by the Village by written addendum as may be deemed necessary.

Complete Bid Submittal:

Any addenda or contract interpretations or clarifications made by the Village subsequent to the issuance of this Notice to Bidders will be provided to all Bidders that have registered in writing with the Village as an interested bidder. Each Bidder shall then ascertain from the Village, prior to submitting a bid, that the Bidder has checked with the Village for any and all addenda or written interpretations which may have been issued by the Village up to **Wednesday, February 21, 2024** and acknowledge that there were none or that if any were issued, they have been received and reviewed by the Bidder and are included and acknowledged in the bid being submitted.

Submission of Bids:

All pages of the **Form of Proposal and Bid Proposal** must be delivered or received by Village in a sealed envelope. The sealed envelope shall be marked with Bidder's return address, and shall be addressed on the outside of the sealed envelope, as follows:

SEALED BID
2024 CONCRETE FLATWORK
ATTENTION: Public Works Director
Village Hall
70 East Main Street Lake Zurich, Illinois 60047

Village of Lake Zurich
2024 Concrete Flatwork Program

No proposal will be considered unless it is submitted on the bid proposal form at Exhibit "B", included in this bid packet. The bid proposal must be typewritten or legibly completed in ink. Any erasures or revisions in the bid proposal must be initialed by the person signing the proposal. It will be the sole responsibility of the bidder to ensure that his or her bid is properly delivered at the address above on or before the deadline for bid submissions set forth above. Any bid that is not sealed or marked as specified in the requirements for submitting a bid is subject to disqualification from the bidding process. Retain duplicate copy for Bidder. Legally authorized representative of Bidder shall initial Bid Proposal on bid sheet and sign bid proposal on last page. Business entity: indicate on Proposal whether Bidder is an individual, partnership, corporation, or other business entity.

Bid Withdrawal:

Bidders may withdraw or cancel their bid, by submitting a written withdrawal, at any time prior to the bid opening time set forth herein.

Bid Price:

The Contractor shall provide pricing on the Bid Proposal Form included in this Notice to Bidders per the specifications identified herein. The Bidders shall offer pricing for all of the items included on the Bid Proposal Form. The Bid Proposal Form includes base bid items and supplemental items for which the Village is requesting supplemental unit prices. As of this date, the Village cannot offer estimated quantities for the supplemental items. The supplemental unit prices will be utilized if the Village later determines items are needed.

BID AWARD

Base Bid is the sum stated in the Bid for which the Bidder offers to perform the work described in the bidding documents as the base, to which work may be added or from which work may be deleted for sums stated in Option Bids/Alternate Bids or Unit prices.

Contract Award shall mean the successful Bidder is bound by all of the terms and conditions of the Contract attached hereto as Exhibit "C" and includes the provisions herein of the Notice to Bidders, Instruction to Bidders, Bid Award, General Conditions and certifications and forms referenced therein.

Bid Award:

The Village of Lake Zurich will be the sole interpreter of all bid documents, and reserves the right to make its own assessment of bids received; to reject any and all bids; to waive irregularities and technicalities in the bids; to further negotiate details of the contract with the successful bidder after award of the contract; and to award the contract to the lowest, responsive and responsible bidder for the performance of the work as set forth herein. The lowest responsive and responsible bidder shall mean that Bidder who best meets the requirements herein, including, but not limited to, financial capacity to perform, the experience, qualifications and reliability performing similar work that will reasonably assure good faith performance, and scheduling based upon the evaluation criteria specified herein.

Bidders are hereby notified that any exceptions to or variations from the requirements of this bid may be cause for rejection of a bid.

Contract:

The specifications and terms for award of this contract include all of those set forth in this Notice to Bidders, the Instructions to Bidder, the Bid Award and Terms, the Bid Proposal Form, the Bid Security Form and the contract attached hereto as Exhibit "C" (the "Contract"). The successful bidder will be required to execute the Contract for the term specified in that contract and the successful bidder's submitted Bid Proposal Form will be attached to and incorporated into that Contract.

Village of Lake Zurich
2024 Concrete Flatwork Program

Contractor Registration/Licenses:

Prior to commencing the Work, the Contractor, (including subcontractors), must have a valid Contractor's License or other required license on file with the Village. Contractors shall register with the Village of Lake Zurich. Construction contractors and sub- contractors include any person, company, or other entity that undertakes construction at any building or any appurtenance thereto..., including but not limited to parking lots, driveways, pools, decks, porches, garages, fences, and other accessory structures or uses. Completed registration forms and signed bonds should be emailed to permits@LakeZurich.org.

A \$110.00 annual fee can be paid by check, payable to the Village of Lake Zurich or online at:

<http://LakeZurich.org/Epay>

Discrepancies:

In all cases of discrepancies between the drawings and specifications, the Village of Lake Zurich's Public Works Department shall be immediately notified by the Bidder. The specifications shall govern over the drawings. If work proceeds without obtaining proper interpretations of the conflicting drawings and specifications by the Contractor, from the Village the installed work that is not in accordance with the design and best practices must be replaced at no additional cost. This obligation shall continue at all times leading up to the bid, as provided hereinabove and thereafter during the performance of the Work.

Alternate and Multiple Bids:

Unless otherwise indicated in these documents, the Bidder may not submit alternate or multiple bids as part of this package. The submission of more than one bid within a single package may be cause for rejection of any or all of the bids of that Bidder.

Deviations from Bid Terms:

If a bid deviates in any respect from the terms and conditions herein, then each such deviation shall be stated and the substitution (including technical data when applicable) described in a letter attached to the bid. The Village reserves the right to determine whether such substitutions or deviations are within the intent of the specifications and will reasonably meet the service requirements of the Village.

Competency of Bidder:

The Contractor, and its employees and its subcontractors, shall be fully qualified, licensed, trained and capable within their respective disciplines in accordance with applicable laws, regulations and industry standards. That equipment being utilized in the performance of the Work, the Contractor, and its employees and its subcontractors, shall be their own equipment and tools of the trade, or under their control and Contractor and its employees and subcontractors shall be qualified and authorized to operate same.

If requested in writing by the Village, the Bidder must present within three (3) working days, satisfactory evidence of its ability and possession of the necessary facilities, experience, financial resources and adequate insurance to comply with the terms of its bid and this Notice to Bidders

Village of Lake Zurich
2024 Concrete Flatwork Program

Additional Information:

Should the bidder require additional information about this bid, please submit questions via email, (with delivery & read receipt), to:

Mike.Cernock@LakeZurich.org

Questions should be submitted no later than 3:00pm on Wednesday, February 14, 2024.

Any and all changes to these specifications are valid only if they are included by written addendum from the Village of Lake Zurich to all Bidders. No interpretation of the meaning of the plans, specifications or other contract documents will be made orally. Failure of any Bidder to receive any such addendum or interpretation shall not relieve the Bidder from obligation under this bid as submitted. As indicated above, prior to submitting its bid, any Bidder must check with Village, up to the timeline set forth above, to determine if any addenda of interpretation have been issued.

All addenda or interpretation so issued shall become part of these bid documents. Failure to request an interpretation from the Village constitutes a waiver to any later claim that ambiguities or misunderstandings caused a Bidder to improperly submit a bid.

Contact with Village personnel:

All Bidders are prohibited from making any contact with the Village Mayor, Trustees, or any other official or employee of the Municipality (collectively, "Village Personnel") with regard to the project, other than in the manner and to the person(s) designated herein. The Village Manager reserves the right to disqualify any Bidder found to have contacted Village Personnel in any manner with regard to the project. Additionally, if the Village Manager determines that the contact with Village Personnel was in violation of any provision of 720 ILCS 5/33EE, the matter will be turned over to the Lake County State's Attorney for review and prosecution.

Village of Lake Zurich
2024 Concrete Flatwork Program

GENERAL CONDITIONS

Performance:

Upon the Village's receipt of the executed contract, required bonds and certificate of insurance, the Village will issue and send to the contractor a Notice to Proceed, that will start the performance period.

Certifications:

All bid submittals must include a signed Bid Certification Form (**copy attached, page 23**) certifying non-collusion in the bid, and that the bidder is in compliance with Sections 33E-3 and 33E-4 of the Illinois Criminal Code regarding bid rotating and bid rigging (720 ILCS 5/33E-3 and 5/33E-4); compliance with the Illinois Drug Free Workplace Act (30 ILCS 580/1 *et seq.*; that it is not delinquent in the payment of taxes (65 ILCS 5/11-42.1); and that it has a written sexual harassment policy in place in full with the Illinois Human Rights Act (775 ILCS 5/2-105, as amended).

References:

Bidders shall provide references that demonstrate their ability to perform services identified herein. Please include on the reference sheet current and/or previous municipalities you have provided services for within the last five (5) years. Submissions shall include, at a minimum, five (5) references that indicate the bidder's ability to successfully perform similar work within the last five (5) years.

Protest Procedure:

Any bidder wishing to file a protest regarding the bidding process may do so by giving written notice to the Director of Public Works of the Village no later than seven (7) calendar days after the closing time and date. This notice should include a description or explanation of the requirement, the closing date and the nature of the protest.

Village of Lake Zurich
2024 Concrete Flatwork Program

EXHIBIT A

**DESCRIPTION OF WORK
AND WORK PROCEDURES**

Scope of Work

The Work consists of furnishing all labor, materials, equipment, and other incidentals necessary for the complete removal and replacement of concrete sidewalk, curb & gutter, installation of ADA detectable warning fields at various locations within the Municipality.

Repair Locations:

Repair locations will be compiled by the Village throughout each contract period and provided to the Contractor in one (1) final list by May 1st of each contract period. The Contractor shall perform all concrete repair work during one mobilization at the unit price per lineal foot and square foot provided.

Mobilization will not be paid for separately, but will be included in the items for which this work applies

Construction of this pay item must be completed prior to October 15 of each contract period, or thirty (30) calendar days after the driveway list is provided to the contractor, whichever is sooner.

Limits of concrete curb and gutter removal and replacement will be marked in the field by a Village representative. Limits of PCC sidewalk removal and replacement will be marked in the field by a Village representative.

Contractor Submittals:

Prior to beginning work, the Contractor shall furnish to the Municipality the necessary certifications that all materials to be used meet the specification of Division 1000, MATERIALS per the Illinois Department of Transportation (IDOT) "Standard Specifications for Road and Bridge Construction" (Adopted April 1, 2016) and "Supplemental Specifications and Recurring Special Provisions" (Adopted January 1, 2019), hereinafter referred to as the "Standard Specifications".

Prior to beginning work, the Contractor shall provide a list of contacts include the name and phone number of the Project Manager, each crew leader, and an emergency contact who shall be available 24-hours a day, 7 days a week.

Following the award of construction contract and prior to starting work, the Contractor shall furnish to the Municipality a construction progress schedule or critical path schedule satisfactory to the Public Works Director (or his/her designee) which shall show the proposed sequence of work and how the Contractor proposes to complete the work prior to the completion date(s) specified herein.

Technical Specification:

The Contractor shall complete the work in accordance with the Standard Specifications, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets and Highways", and the "Manual of Test Procedures for Materials" in effect on the date of invitation for bids, and the Supplemental Specifications and Recurring Special Provisions which apply to and govern the construction of this work. The Contractor shall comply with all other applicable ordinances and requirements of State, County, Local and other agencies having jurisdictional authority over the work. Where there is a conflict between these Specifications, the Standard Specifications and other applicable requirements, the most restrictive requirement shall prevail. The Contractor shall provide all necessary labor, tools, equipment, materials and other appurtenances necessary to complete the work unless otherwise noted in these Specifications.

Materials & Services to be provided by the Municipality:

The Municipality shall provide the Contractor with a list(s) of repairs sorted by address and a map showing the approximate location of each repair.

Village of Lake Zurich
2024 Concrete Flatwork Program

Material Testing:

QC Testing is not required for materials used associated with this project. The Municipality may contract with a separate material testing firm to perform materials testing if it is in the best interest of the Municipality. If testing performed by the Municipality results in unsatisfactory results, the Contractor shall take corrective action to ensure the materials meet the Standard Specifications.

The corrective action must be approved by the Public Works Director (or his/her designee). The Municipality, at its own discretion, may require unsatisfactory material to be removed and replaced at no additional cost to the Municipality.

Resident Notification:

Residents shall be notified by the Contractor, in writing, 48 hours in advance of work adjacent to their driveway that will prohibit access including sidewalk, driveway, curb & gutter, or pavement improvements. The notification must include an alternate date in case of rain or other cancellations and Contractor's contact person(s) and phone number for additional information.

Driveways shall be kept barricaded for a minimum of 2 days.

Protection of Work:

The Contractor shall be responsible to provide personnel to protect their work from third party damage. Should any of the new work be damaged, it shall be removed and replaced at the Contractor's expense. The Contractor shall schedule their work so that the concrete placed, takes its initial set during daylight hours. Claims of darkness shall not be reason to relieve the Contractor from responsibility.

Removal and Hauling of Debris:

All material excavated during the progress of the work shall be immediately loaded and hauled away and shall not be stored in the street or parkway area.

All Removal or Excavation items being disposed of at an uncontaminated soil fill operation or Clean Construction and Demolition Debris (CCDD) fill site shall meet the requirements of Public Act 96-1416. All costs associated with meeting these requirements shall be included in the unit price costs for the associated Removal or Excavation items in the Contract. These costs shall include but are not limited to all required testing, lab analysis, certification by a licensed Professional Engineer, and State and Local tipping fees.

Restoration:

Restoration of areas adjacent to the proposed improvements, not identified for additional work, shall be incidental to all Pay Items.

Restoration includes all the landscape, driveway pavements, sidewalk, or pavement restoration within 2 feet of improved areas, unless otherwise determined by the Municipality. Any damage due to negligence of the Contractor or deemed necessary by the Municipality will be restored at no additional cost to the Municipality. Restoration must be completed to the satisfaction of the Public Works Director (or his/her designee). The Public Works Director (or his/her designee) may request restoration not satisfactorily completed to be removed and replaced at no additional cost to the Municipality.

All restored areas shall be saw-cut to provide a neat vertical face between the existing surface and the work performed. Concrete restoration shall meet the Specifications as listed herein.

Asphalt surface restoration shall consist of new HMA pavement to match the existing pavement thickness or 4- inches minimum, whichever is greater.

Landscape restoration shall consist of 4-inches of topsoil, seed, and blanket.

Village of Lake Zurich
2024 Concrete Flatwork Program

Saw Cutting:

Saw cutting shall be performed as needed to protect areas adjacent to proposed improvements, provide a neat clean vertical face between the existing surface and the work performed, and as specified herein.

Saw cutting will not be paid for separately, but will be included in the items for which this work applies.

Concrete Curing:

As soon as the finished concrete has lost its sheen, a spray-on membrane curing compound conforming to Section 1022.01 and Section 1020.13 of the Standard Specifications shall be applied to all finished concrete surfaces. The membrane curing compound shall be white pigmented, no clear curing compound will be allowed. WORK THAT IS NOT PROPERLY CURED WILL NOT BE ACCEPTED OR PAID FOR. All Portland Cement Concrete shall be treated with a protective coat application.

Tree Protection and Root Pruning:

The Contractor shall prune vegetation that interferes with construction (e.g. tree branches, overgrown bushes, etc.) in accordance with Section 201.05 of the Standard Specifications.

The Contractor shall not trim any trees or bushes; remove any trees or bushes; nor remove or prune roots without prior approval and/or direction from the Public Works Director (or his/her designee).

Cost of tree protection and root pruning or removal is incidental to the contract.

Traffic Control and Protection:

This work shall be done in accordance with the applicable portions of Section 701 of the Standard Specifications, the Supplemental Specifications, the "Illinois Manual on Uniform Traffic Control Devices for Streets and Highways", and any details and Highway Standards contained in the Plans and Special Provisions, and the Special Provisions contained herein, except as modified herein. Special Attention is called to Article 107.09 of the Standard Specifications and the following Highway Standards, Details, Recurring Local Roads and Streets Special Provisions, and Special Provisions contained herein, relating to traffic control.

Highway Standards: 701301, 701311, 701501, 701801, 701901

District One Details: Traffic Control and Protection for Side Roads, Intersections, and Driveways.

Recurring Local Roads and Streets Special Provisions: Work Zone Traffic, Control Surveillance, Flaggers in Work Zones.

This work includes furnishing, installing and maintaining of all temporary signs, barricades, warning lights, fences, flagmen, and other devices which are to be used for purposes of regulating, warning or guiding vehicular or pedestrian traffic during construction of this project.

All barricades shall have working lights or flashers attached and be operational during night time hours.

The Contractor shall maintain one lane open to traffic at all times. Two lanes of traffic shall be maintained at all times during nonworking hours. Type II barricades (State of Illinois Standard 2299-9) with lights shall be maintained, whenever one lane of traffic is to be closed, at 25-foot intervals, except wherever there is a vertical grade difference of six inches or more; barricades shall be spaced at ten-foot intervals, throughout the improvement.

When it becomes necessary to close a street due to work through an intersection or street crossing, the Contractor shall provide traffic control devices in accordance with State of Illinois Standard "701501-02".

Village of Lake Zurich
2024 Concrete Flatwork Program

No excavation shall be left open overnight. All traffic control devices shall remain in place until specific authorization for their removal is received from the Public Work Director (or his/her designee).

No work shall proceed unless all traffic control devices are in place as specified herein or as determined by the Public Work Director (or his/her designee).

All traffic control devices shall be kept clean and neat appearing, and shall be replaced immediately if they become ineffective due to damage or defacement.

The Contractor shall contact the Municipality at least 72 hours in advance of beginning work. Construction operations shall be conducted in a manner such that streets will be open to emergency traffic and accessible as required to local traffic. Advanced notice shall be provided to residents, police, fire, school districts and trash haulers when access to any street will be temporarily closed or limited. Removal and replacement of curb and gutter and driveways shall be planned so as to cause a minimum of inconvenience to the abutting property owners. The work shall be accomplished such that the streets will be left open to local traffic at the end of each working day.

This work will not be paid for separately, but will be included in the items for which this work applies.

This work includes all labor, materials, installation, transportation, maintenance, handling, flagmen and incidental expenses or work necessary to furnish, install, maintain and remove all traffic control devices indicated herein and as determined by the Public Work Director (or his/her designee) to complete the work as specified. Additional flaggers, fencing, signs, or barricades as may be required by the Public Work Director (or his/her designee) for safe movement of traffic and pedestrians will not be paid for separately, but will be included in the items for which this work applies.

Pay Items

P.C.C. Sidewalk Removal and Replacement (5"-6"):

This item shall include the removal and replacement of Portland Cement Concrete sidewalk of the thickness specified. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 424 and 440.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the sidewalk to be removed and that which is to remain in place. If the Contractor removes or damages the existing sidewalk outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee).

Sidewalk construction across driveways **WILL BE SAWCUT ON BOTH SIDES ADJACENT TO THE DRIVEWAY** to reduce the possibility of damage to the driveway. Any damage to driveways will be repaired with like materials and will be considered incidental to Sidewalk Removal and Replacement.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications.

Expansion joints will be required as specified in Standard Specifications except the maximum spacing will be 50 feet. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to Portland Cement Concrete sidewalk or driveway.

The thickness of the new sidewalk shall be a minimum of five (5") inches or equal to the thickness of the existing sidewalk whichever is greater. Sidewalks within the limits of existing or proposed driveways shall have a minimum thickness of six (6") inches. This additional thickness of sidewalk will be considered incidental to the contract unit price for Sidewalk Removal and Replacement.

Forms shall be held securely in place by stakes or braces with the top edge true to line and grade. The forms for the sidewalk shall be set so the maximum cross-slope is two percent (2%), except as may be otherwise directed by the Public Works Director (or his/her designee).

Village of Lake Zurich
2024 Concrete Flatwork Program

For sidewalks passing over newly constructed utility trenches, three equally spaced epoxy coated No. 4 reinforcing bars shall be centered over all utility trenches. Bars shall extend a minimum of 5 feet (1.5 m) beyond the walls of the utility trench. Reinforcement shall be incidental to the cost of the pay item.

This work will be paid for at the contract unit price per square foot for P.C.C. SIDEWALK REMOVAL AND REPLACEMENT (5"-6").

Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12):

This work shall consist of removal and replacement of M3.12 and B6.12 combination concrete curb and gutter to match existing. This work shall be done in accordance with the Standard Specifications insofar as applicable, including Section 440 and 606.

The Contractor shall saw-cut a perpendicular clean joint between that portion of the combination concrete curb & gutter to be removed and that which is to remain in place. If the Contractor removes or damages the existing combination concrete curb & gutter outside the limits designated by the Public Work Director (or his/her designee) for removal, he will be required to remove and replace that portion at his own expense to the satisfaction of the Public Work Director (or his/her designee). Existing pavement (HMA or concrete), driveways, or sidewalks adjacent to combination concrete curb & gutter to be removed and replaced shall be saw-cut to reduce the possibility of damage to the existing pavements, driveways, or sidewalks. Any damage to existing pavement, driveways, or sidewalks will be repaired with like materials and at no additional cost to the Municipality.

The concrete shall be Class SI Portland Cement Concrete per Section 1020 of the Standard Specifications. All Portland Cement Concrete shall be treated with a protective coat application.

Contraction joints shall be installed according to the Standard Specifications every fifteen (15) feet or at wider spacing if required by the Public Work Director (or his/her designee).

For continuous sections greater than 50 feet long, one (1) transverse expansion joints shall be required every 50'. For continuous sections 0-50 feet long, one (1) transverse expansion joint shall be required. Expansion joint material will be of the Bituminous Preformed Joint Filler type and is considered incidental to this Pay Item. Existing tie bars must be retained or replaced as existing. Dowel bars shall be drilled into existing combination concrete curb & gutter at both ends of the removal and replacement. Tie and dowel bars are considered incidental to this Pay Item. The new curb must be depressed for ADA accessible curb ramps where sidewalk abuts the curb, then tapered up to full height within two feet.

This work will be paid for at the contract unit price per linear foot for Combination Concrete Curb & Gutter Removal and Replacement (M3.12, B6.12).

Village of Lake Zurich
2024 Concrete Flatwork Program

EXHIBIT B

BID PROPOSAL FORM

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

From:

Bidder	Address (City, State, Zip)
Phone Number	Email
Bidder's Contact for Bid	Additional Contact information

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

The undersigned Bidder acknowledges that he/they understands that where quantities are mentioned, they are approximate only, subject to increase or decrease and that in such cases, Bidder will take in full payment therefore the amount of the summation of the actual quantities, as finally determined, multiplied by the Unit Price shown on the Schedule of Prices contained herein.

The undersigned Bidder further agrees that if the Village decides to increase or decrease the improvements or otherwise alter it by extras, additions or deductions, including the elimination of any one or more of the items by the amount not to exceed twenty-five percent (25%) of the total money value of the original Contract prices, Bidder will perform the work as altered, increased, or decreased at the contract unit prices. Furthermore, all such work and materials as do not appear in the Proposal or Contract as a specific item accompanied by a Unit Price, and which are not included under the bid price for other items in this Contract, shall be performed as extra work. Bidder will accept as full compensation therefore a fixed price negotiated with the Village prior to performing extra work or at a Unit Price determined in the same manner.

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

Upon award of the Contract, the Village will send a Notice of Award to the successful Bidder and the Bidder must then execute the Contract and provide the required bonds or letter of credit and certificate of insurance to the Village within ten (10) business days. The Village will then issue a written Notice to Proceed and Bidder will thereafter shall commence Work not later than ten (10) calendar days thereafter and, unless otherwise provided, will diligently prosecute the Work in such manner and with such materials, equipment, and labor as will insure its completion within the time limit specified herein, it being understood and agreed that the completion within the time limit is an essential part of the Contract. In case of failure to complete the Work within the time stated herein, the undersigned agrees that the Village shall withhold from such sums as may be due him under the terms of this Contract the costs of additional engineering and observation, maintenance of detours, interest, and other items incurred by the Village resulting from the failure of the Bidder to complete the Work within the time specified in the Contract.

Village of Lake Zurich
2024 Concrete Flatwork Program

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

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

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

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

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

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

Location Maps are located in Exhibit "D"

Village of Lake Zurich
2024 Concrete Flatwork Program

Exhibit "1"

Item No.	Items	Unit	Est. Quantity	Unit Price	Total
Base Bid					
1	P.C.C. Sidewalk Removal & Replacement (5-6")	SF	8000	8.30	66,400.00
2	Combination Concrete Curb & Gutter Removal & Replacement (M3.12, B6.12)	LF	1500	35.00	52,500.00
3	Detectable Warning Fields	Each	35	240.00	8,400.00
Total Base Bid					127,300.00

Suburban Concrete INC. 21227 W COMMERCIAL DR

Company Name Address (City, State, Zip)

847-837-8805

Phone Number

MNDELEN ST 60060

Business Address

SuburbanConcreteBroadcast.NET

Email

Submitted

3-28-24

Date

Bidder

Suburban Concrete INC.

Corporate Name

21227 W COMMERCIAL DR

Business Address

847-837-8805

Phone Number

Corporate Seal



Signed By



President



Attest: Secretary

Village of Lake Zurich
2024 Concrete Flatwork Program

EXHIBIT C

CONTRACT

THIS AGREEMENT (the "Contract") is hereby entered into by and between the Village of Lake Zurich, an Illinois municipality (the "Village"), and Suburban Concret Inc, located at 21227 W Commercial Drive Mundelein, Illinois 60060, (the "Contractor").

1. Contract

- a. The Agreement between the Village and the Contractor shall include all of the following shall be bound by the terms and conditions of this Contract, the bid documents and exhibits:
 - i. This Contract document
 - ii. The Notice to Bidders
 - iii. The Instructions to Bidders
 - iv. The Bid Award
 - v. The General Conditions
 - vi. The Description of Work and Procedures (**Exhibit A** hereto)
 - vii. The Bid Proposal Form (**Exhibit B** hereto)

2. Performance of the Work

- a. A description of the work to be performed, and related procedures, are attached hereto as Exhibit A (the "Work").
- b. The Contractor is solely responsible for safety at its Work sites and shall exercise every precaution at all times for the protection and safety of persons and properties, including its employees and subcontractors. The safety provisions of all applicable laws and regulations shall be strictly observed. Any hazardous practice, in the opinion of the Director of Public Works or his authorized representative, shall be immediately discontinued by the Contractor upon receipt of instructions from the Director of Public works or an authorized representative to discontinue such practice.
- c. The performance of services under the Contract includes the furnishing of all supervision, labor, materials, tools, equipment and incidentals of every kind and description necessary to fulfill the Contract.
- d. The performance of services shall be subject at all times to inspection by the Village or its inspectors, and the Contractor will be held strictly to the diligent execution of the Contract. The Village or its inspectors shall be furnished with such information and assistance by the Contractor as may be required to make a complete and detailed inspection. Work, services or materials not in compliance with the Contract may be rejected by the Village, and even if the Contractor deems them complete, shall be performed again by the Contractor at no expense to the Village.
- e. The Contractor shall provide an adequate number of competently trained personnel with sufficient supervision to perform the services required, and the Contractor shall provide identification of its personnel if requested by the Village. Any Contractor's employee or representative whose employment is reasonably detrimental or objectionable to the Village shall be transferred immediately from the work site upon the Village's request. The exercise of this option shall not be construed as placing the Village in charge of the performance of the services required under the Contract, or as making the Village responsible for safety. All tools or equipment required to carry out the operations within the scope of the Contract shall be provided by the Contractor, and shall meet the standards of OSHA and the State of Illinois safety codes as may be applicable and required by law. The Village reserves the right to inspect the equipment that will be used prior to the award of the bid or during the execution of the Work.

Village of Lake Zurich
2024 Concrete Flatwork Program

- f. The Contractor shall, prior to commencement of services, provide in writing to the Village, the names of all job supervisors. At least one such supervisor to whom the Village representative may issue directives shall, at all times, be at the job site. Such person shall be fluent in the English language.

3. Quality of Work

- a. The Contractor represents and certifies that the Work shall be performed in accordance with the generally accepted industry standards and standards of professional practice, care and diligence practiced by recognized firms in performing services of a similar nature in existence at the time of performance. All Work shall be performed in a reasonably prompt manner.
- b. The Contractor represents that its employees, agents and subcontractors currently hold, and shall maintain throughout the term of this Contract, all required licenses, permits and certificates, and have duly registered and otherwise complied in all respects with any applicable federal, state and local laws, regulations and ordinances applicable to their performance of the Work required by the Contract.
- c. The Contractor shall provide adequate personnel necessary to complete the Work. The Contractor shall have no claim for damages and shall not bill the Village for additional time and materials charges as the result of any portion of the Work which must be duplicated or redone due to staff or employee termination or loss or for any delay or extension of time in performing the Work as a result of any such termination or loss.
- d. All Work performed under any subcontract shall be subject to all terms of this Agreement in the same manner as if performed by employees of the Contractor. Every subcontract that the Contractor enters into in regard to the performance of the Work under this Agreement shall include a provision binding the subcontractor to all of the terms of this Agreement.
- e. Contractor warrants to the Village that all materials furnished under this Contract shall be new and of the most suitable grade for the purpose intended and that all work shall be of good quality, free from faults and defects and in conformance with the Contract and bid documents. Prior to final completion, Contractor shall deliver to the Village all warranties required under the Contract and bid documents, or to which Contractor is entitled from manufacturers, suppliers, and Subcontractors. Unless otherwise provided, all warranties for products and materials incorporated into the work shall begin on the date of substantial completion and remain in effect for a period of one (1) year. No payment under this Contract by the Village shall constitute an acceptance of work not done in accordance with contract documents or relieve the Contractor or its sureties of liability with respect to any warranties or responsibilities for faulty or defective materials and workmanship.
- f. Contractor warrants that the work shall be done in a workmanlike manner in strict accordance with the Contract documents and guarantees that the labor and material will be free of defects for the period stated in the Contract documents, but in no event less than one (1) year from the date of substantial completion.

Village of Lake Zurich
2024 Concrete Flatwork Program

4. Quantity of Work

- a.** The quantities identified herein are estimated quantities. The Village does not guarantee any specific amount and shall not be held responsible for any deviation. This Contract shall cover the Village's requirements whether more or less than the estimated amount.
- b.** The Village reserves the right to increase and/or decrease quantities, add or delete locations during the term of the Contract, whatever is deemed to be in the best interest of the Village.
- c.** Upon request by the Village, the Contractor shall provide either/both written and verbal reports to the Community Development Director of Public Works, regarding the progress of the Work.
- d.** The Contractor shall maintain books, records, documents and other evidence directly pertinent to performance of the Work under this Contract. The Contractor shall also maintain the financial information and data used by the contractor in the preparation or support of any cost submissions required under this subsection. In the case of all other subcontracts, the Contractor also agrees to include access to records as specified above in all his contracts. In addition, those records which relate to any dispute or litigation or the settlement of claims arising out of the performance of the Work, costs or items to which an audit exception has been taken, shall be maintained and made available for three years after the date of resolution of such dispute, appeal, litigation or claim. Contractor shall allow the Village to inspect and audit all data and records of the Contractor for work done pursuant to this Contract. The records shall be maintained and made available to the Village at reasonable times.

5. Correction of Work

- a.** If any errors, omissions or acts, intentional or negligent, are made by the Contractor, and its employees and its subcontractors, in performing the Work, the correction of which requires additional Work, the Contractor shall be required to perform such additional Work as may be necessary to remedy same without undue delay and without any cost to the Village.
- b.** In case of default by the Contractor, the Village may procure the services from other sources and may collect against the bond or surety for excess costs so paid or take any other action at law or equity in order to be made whole.

6. Contractor Representative

- a.** The Contractor shall designate a person who shall be available during normal business hours (Monday through Friday from 8:00 a.m. to 5:00 p.m.) and who shall serve as the Contractor's primary authorized representative during the performance of the Work. This "Representative" shall be readily available to respond to communications from the Village and shall be primarily responsible for performing the Work under the Contract.
- b.** The Representative shall receive requests from the Village to perform the Work and shall have full authority to execute the directions of the Village, without delay, and promptly supply any necessary labor, equipment or incidentals to do so.

Village of Lake Zurich
2024 Concrete Flatwork Program

- c. The Contractor also shall provide the Village with the name and phone number of the Representative who, in the case of an off-hour's emergency, shall be readily accessible and available for quick response to perform an inspection request or a plan review. The Contractor shall immediately notify the Village in writing of any change in the identity and telephone number of the Representative. If the Representative fails to perform the Services to the satisfaction of the Director of Public Works, or his/her designee, then the Contractor shall immediately replace the Representative with a new person with comparable experience and knowledge.

7. Compensation and Method of Payment

- a. The Village agrees to pay for any requested, fully completed and accepted Work rendered by Contractor in accordance with the Schedule of Prices (**Exhibit “I”**) attached to this Agreement.
 - i. The Contractor shall submit invoices to the Village upon project completion.
 - ii. The Village agrees to make payments to Contractor in compliance with the Local Government Prompt Payment Act (50 ILCS 505).
 - iii. The Schedule of Prices shall remain firm/fixed throughout the term of the Contract.
- b. Contractor shall, at its sole cost, pay all other expenses related to the performance of this Contract and the Work, including, but not limited to, out-of-pocket expenses such as travel, printing, reproduction, mailing, insurance premiums, licensing fees, fuel, overhead, administrative costs, delivery charges, and all costs associated with the acquisition and maintenance of vehicles and equipment.
- c. The amounts set forth in the Fee Schedule include all applicable federal, state and Village taxes of every kind and nature applicable to the Work, as well as all taxes, contributions and premiums for unemployment insurance, employment benefits or similar benefits, and all costs, royalties and fees arising from the use on, or the incorporation into, the Work, of patented or copyrighted equipment, materials, supplies, tools, appliances, devices, processes or inventions. All claims or rights to claim additional compensation by reason of the payment by Contractor of any such tax, contribution, premium, cost, royalty or fee are the sole responsibility of the Contractor, and any claim or demand from any person that the Village pay such taxes, contributions, premiums, costs, royalties or fees are waived and released and shall be indemnified by the Contractor.

8. Claims in Addition to Contract Amount

- a. The Contractor is required to provide written notice to the Village of any claim for additional compensation as a result of action taken by the Village, within fifteen (15) calendar days after the occurrence of such action.
 - i. The Contractor acknowledges and agrees that such written notice shall not be deemed or interpreted as entitling the Contractor to any additional compensation. Any changes to the compensation fixed in this Contract shall be valid only upon written amendment signed by both the Village and Contractor.
- b. Regardless of the decision of the Village relative to a claim submitted by the Contractor, the Contractor shall proceed with all of the Work required to complete the Work under the Contract, as determined by the Village, without interruption or delay.
- c. The Contractor acknowledges and agrees that in no event shall the Village be liable for any fees or costs incurred by the Contractor in connection with any Work provided by the Contractor that are outside of, or exceed, the scope of this Contract, regardless of whether such fees or costs are requested or directed by the Village, except upon the prior written consent of the Village.

Village of Lake Zurich
2024 Concrete Flatwork Program

- d. When a change order is required, such an order must be approved by the Village prior to execution and comply with the requirements of Illinois law, including Section 33E-9 of the Criminal Code regulating change orders. 720 ILCS 5/33E-9 A written change order must be formally issued by the Village prior to commencing any additional work covered by such order. Work performed without proper authorization shall be at the Contractor's sole risk and expense.

9. Insurance Requirements

- a. Contractor shall provide, for the duration of the Contract, insurance against claims for injuries to persons or property damage which may arise from or related to the performance of the Work by the Contractor, his agents, representatives, employees, or subcontractors.
- b. The Contractor shall not commence work until the Contractor has provided all insurance required by the Contract. The Contractor shall purchase and maintain, throughout the duration of the contract, insurance as is appropriate for the work being performed and furnished and shall provide protection from claims which
- c. may arise out of or result from the Contractor's performance and furnishing of the Work and the Contractor's other obligations under the Contract documents, whether it is to be performed or furnished by the Contractor, by any subcontractor, by anyone directly or indirectly employed by them or by anyone for whose acts any of them may be liable.
- d. Insurance required by this Section shall be written with a company having at least an "A" Property-Casualty Rating, as listed in the most recent published A. M. Best's Insurance Guide.
- e. The Village shall be named as additional insured except for Workmen's Compensation insurance. The coverage afforded shall be primary and non-contributory for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor. If the additional insured has other insurance which is applicable to the loss, such as other insurance shall be on an excess or contingent basis. The amount of the Contractor's insurance company's liability under this insurance policy shall not be reduced by the existence of such other insurance.
- f. As a minimum, the Contractor shall secure and maintain the types of insurance as specified and herein, and shall submit evidence to the Village on an annual basis that the insurance coverages are in force. The form and limits of such insurance, together with the underwriter thereof in each case, shall be acceptable to the Village, but regardless of such acceptance it shall be the responsibility of the Contractor to maintain adequate insurance coverage until final payment and at all times thereafter when the Contractor may be correcting, removing, or replacing defective work in accordance with this Contract. Failure of the Contractor to maintain adequate coverage shall not relieve him of any contractual responsibility or obligation.
- g. The Contractor shall include with its bid, copies of the Certificates of Insurance with the coverages and limits specified.
- h. Insurance certificates and policies delivered to the Village shall recite that 45 days prior written notice will be given to the Village by certified mail, return receipt required, or by verified personal delivery, before any policy is materially changed, canceled, or not renewed.
- i. The Contractor shall include all subcontractors as a covered insured party under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Page 20 of 27

Village of Lake Zurich
2024 Concrete Flatwork Program

- j. Any deductible amounts/requirements or any self-insured retention amounts of any of Contractor's policies or insurance must be disclosed to and approved by the Village in order to meet the insurance requirements herein. At the Village's direction, the Contractor's insurer must either reduce or eliminate the deductible or self-insured retention or Contractor must provide an appropriate bond securing payment of losses and related investigation, claim administration, and defense expenses of the Village.

10. Insurance Coverages

- a. This insurance shall be written in Commercial General Liability form and shall protect the Contractor against all claims arising from injuries to persons or damages to property caused by any act or omission of the Contractor or his agents, employees or subcontractors. The Broad Form General Liability Endorsement shall be included.
- b. Satisfactory certificates of insurance shall be filed with the Village upon execution of the contract. The certificates shall state that thirty (30) days advance written notice will be given to the Village before any policy is changed or canceled.

Insurance coverage shall be in the following minimum amounts:

Type of Insurance	Limit/ Ea. Occurrence	Limit/ Aggregate
General Liability		
Bodily Injury	\$1,000,000	\$3,000,000
Property Damage	\$1,000,000	\$3,000,000
Contractual Ins.	\$1,000,000	\$3,000,000
Automobile Liability		
Bodily Injury	\$1,000,000	\$2,000,000
Property Damage	\$1,000,000	\$2,000,000
Workers Compensation		
Employee Claims	Statutory for Illinois	
Employers Liability	\$1,000,000 per accident	

- c. To the fullest extent permitted by law, the Contractor shall indemnify and save harmless the Village, its officers, employees and agents from any and all liability, losses or damages, including attorneys' fees and costs of defense, the Village may suffer as a result of claims, demands, suits, actions or proceedings of any kind or nature, including workers' compensation claims, in any way resulting from or arising out of the operations of the contractor under the contract. This shall include operations of subcontractors. The Contractor shall, at its own expense, appear, defend and pay all attorneys' fees and all costs and other expenses arising from or incurred in connection with such defense. If any judgments shall be rendered against the Village in any such action, the Contractor shall, at its own expense, satisfy and discharge same. The Contractor expressly understands and agrees that any bonds, letters of credit or insurance protection required by the Contract, or otherwise provided by the Contractor, shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Village. This indemnification does not apply to liability caused by the Village's own negligence, provided this does not serve to waive or adversely impact any of the Village's available protections or immunities under Illinois common or statutory law.
- d. The Contractor agrees to assume the entire liability for all personal injury claims suffered by its own employees and waives any limitation of liability defense based upon the Worker's Compensation Act and cases decided there under.

Village of Lake Zurich
2024 Concrete Flatwork Program

The Contractor agrees to indemnify and defend the Village and its Affiliates from and against all such loss, expense, damage or injury, including reasonable attorney fees, which the Village may sustain as a result of personal injury claims by the Contractor's employees, except to the extent those claims arise as a result of the Village's own negligence.

- e. The Contractor agrees to defend and hold harmless the Village from and against all demands, claims, suits, costs, expenses, damages and adjustments based upon any infringement of any patent relating to goods specified in the contract, and on account of the Village's use of any copyrighted or uncopylefted, composition, trade secrets, secret process, proprietary rights, patented or unpatented invention, article or appliance furnished or used in the performance of the Work.

11. Payment and Performance Bonds

- a. Contractors shall furnish a performance bond and a payment bond, (or a non-diminishing irrevocable bank letter of credit for contracts under \$100,000) within ten (10) calendar days after being notified that they are the successful bidder. The payment and performance bond shall secure the successful contractor obligations to complete this Contract and pay its labor and material suppliers as provide at 30 ILCS 550/1 and 2,
- b. A performance bond and payment bond satisfactory to the Village, executed by a surety company authorized to do business in the State of Illinois, in an amount equal to one-hundred percent (100%) of the contract price as security for the faithful performance of the contract;
- c. The surety on the bond shall be a company that is licensed by the Department of Insurance authorizing it to execute surety bonds and the company shall have a financial strength rating of at least A- as rated by A.M. Best Company, Inc., Moody's Investors Service, Standard & Poor's Corporation, or a similar rating agency. The bond shall be in that full amount to cover the cost of the completion of the Work, for the payment of material, apparatus, fixtures, and machinery used in the Work and for all labor performed in the Work, whether by subcontractor or otherwise.
- d. Documents required by this section must be received and approved by the Village before a written contract will be issued.

12. Prevailing Wage

- a. The Contractor shall pay prevailing wages to all workers, laborers and mechanics performing services required by the Contract, as required and in accordance with the Illinois Prevailing Wage Act, as amended, including any changes in the prevailing wage during the term of the Contract. The Village has adopted the prevailing wages as determined by the Illinois Department of Labor ("IDOL") for Lake County, effective during this Contract, as revised. The prevailing rate of wages are revised by the IDOL and are available on the IDOL website, www.state.il.us/agency/idol. In the event that the IDOL should revise the prevailing rate of wages, then the revised rates shall apply to the Contract. In no case shall any revision in the rates of prevailing wages result in an increase in the total contract price. The Contractor shall also be fully responsible for meeting all requirements under the Prevailing Wage Act, including the requirement to provide a certified payroll. ***It is the obligation of the bidder to confirm with IDOL if the work to be performed requires the payment of prevailing wages.***

Village of Lake Zurich
2024 Concrete Flatwork Program

13. Independent Contractor Status

- a.** The Contractor's duties, role and responsibilities, and those of its employees or subcontractors, shall be solely those of an independent contractor for all purposes and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of the Village. The Contractor is responsible for directing and controlling the performance and completion of the Work in a timely manner that meets the Village's requested schedule or completion date. No provision of this Bid Notice or subsequent conduct between the Village and Contractor shall be construed to create an "employer-employee," "principal and agent," "partners" or "participants in a joint venture" relationship or status. The Contractor, and its employees and its subcontractors, are responsible, pursuant to applicable law, for their own business operations, and for payment of any benefits, retirement plans, insurance, health plans, income and employment taxes or any other taxes of any kind arising from their receipt of compensation under this Contract.

14. Contract Term

- a.** The term of this Agreement shall be for one (1) year from the date of award. The Municipality reserves the right to renew this contract for two (2) additional one (1) year periods, subject to acceptable performance by the Contractor.
- b.** Prices throughout the initial term of the contract shall remain firm/fixed. For subsequent terms, requests for increases of unit prices shall be limited to two percent (2%) or CPI of the Chicago-Gary-Kenosha Index, whichever is less. Written requests for price revisions after the initial term shall be submitted sixty (60) days in advance.
- c.** Requests may be based upon and include documentation of the actual change in the cost of the components involved in the contract and shall not include overhead or profit.
- d.** The Municipality reserves the right to reject any price increase and elect not to renew the contract at the end of the initial or renewal term. The Municipality reserves the right to extend this agreement for a period of up to ninety (90) days for the purpose of getting a new agreement in place.
- e.** For any term beyond the initial term, this agreement is contingent on the appropriation of sufficient funds; no charges shall be assessed for failure of the Municipality to appropriate funds in future contract years.
- f.** In the event that this Contract is terminated, and provided that there is no dispute over the performance of any of the Work, the Contractor shall be paid for Work actually performed, if any, prior to the date of the notice of termination, not exceeding the value of the Work completed, which shall be determined on the basis of the rates set forth in the Fee Schedule.
- g.** Costs incurred by the Contractor subsequent to the receipt of any notice of termination and before the termination date will be reimbursed by the Village only if, prior to the effective termination date, the Village receives from the Contractor a list of actions that are necessary to perform and the Village agrees in writing that those actions be taken. The Contractor shall not be entitled to any claim for lost profits due to the termination of the Work by the Village.

Village of Lake Zurich
2024 Concrete Flatwork Program

15. Termination/Default

- a.** Any immediate threat to the public health or safety, or any repeated or multiple failures to complete the duties required by the Contract, or for violations of the Contract, whether for similar or differing issues, shall constitute the basis for immediate termination of the Contract.
- b.** If it should appear at any time that the Contractor has failed or refused to timely perform, or has delayed in the performance of the Work with diligence at a rate that assures completion of the Work in full compliance with the requirements of this Contract, or has otherwise failed, refused or delayed to perform the Work or any other requirement of this Contract ("Event of Default"), and fails to cure any such Event of Default within ten (10) business days after the Contractor's (and if required, the Surety) receipt of written notice of such Event of Default from the Village, then the Village shall have the right, without prejudice to any other remedies provided by law or equity, to pursue any one or more of the following remedies:
 - i.** The Village may require the Contractor, within a reasonable time, to complete or correct all or any part of the Work that are the subject of the Event of Default; and to take any or all other action necessary to bring the Contractor and the Work into compliance with this Contract. Any costs and charges incurred by the Village, together with the cost of performing the required services shall be deducted from any monies due or which may become due to the Contractor under the Contract. When such Contractor default costs incurred by the Village exceeds the sum paid to the Village for the performance of the required Work under the Contract, the Contractor and the surety shall be jointly and severally liable and shall pay to the Village the full cost of such additional expenses.
 - ii.** The Village may terminate this Contract without liability for further payment of amounts due or to become due under this Contract after the effective date of termination.
 - iii.** The Village may withhold from any payment of, whether or not previously approved, or may recover from the Contractor, any and all costs, including attorney fees and administrative expenses, incurred by the Village as the result of any Event of Default by the Contractor or as a result of actions taken by the Village in response to any Event of Default by the Contractor.

16. Contractor Representations and Commitments

- a.** The Contractor will comply with all applicable federal, state and local laws, promulgated by any federal, state, local, or other governmental authority or regulatory body pertaining to all aspects of the Work, now in effect, or which may become in effect during the performance of the Work.
- b.** The Contractor will comply with the Preference to Veterans Act, 330 ILCS 55, *et seq.*
- c.** The Contractor will comply with the Illinois Human Rights Act, 775 ILCS 5/1.101, *et seq* including, but not limited to establishment of sexual harassment policies and program and with the Fair Employment Commission's Rules and Regulations for Public Contracts, including requiring the provisions in any subcontracts. Contractor will comply with the provisions of the Equal Employment Opportunity Clause of the Illinois Department of Human Rights at Appendix A of Title 44, Part 750, Section 750 of the Illinois Administrative Code and the applicable Rules and Regulations for Public Contracts, and will include the provisions of this clause in every subcontract it awards as part of this Contract.

Village of Lake Zurich
2024 Concrete Flatwork Program

- d.** The Contractor will comply with the requirements of the Drug Free Workplace Act if the Contract is \$5,000 or more, and it has more than 24 employees at the time of entering into the Contract pursuant to 30 ILCS 580, *et seq.* and applicable provisions of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265).
- e.** The Contractor will comply with the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/1, *et seq.*
- f.** The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession.

17. Contractor Certifications

- a.** By executing this Contract, the Contractor certifies neither it, nor any owner or officer, is barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village, (unless lawfully contesting), 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1. The Contractor represents this Agreement is made without collusion with any other person, firm or corporation.

b. ADA Certification

The Contractor shall comply with the applicable provisions of the American Disabilities Act and its accompanying regulations (28 CFR 35.130) which prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. The Contractor certifies that by signing this

Contract, that any services, programs and activities provided under this Contract are now and will continue to be in compliance with the Americans with Disabilities Act.

c. Sexual Harassment Certificate

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

Contractor

By: _____

Authorized Agent

Village of Lake Zurich
2024 Concrete Flatwork Program

- d. The Contractor will comply with the requirements of the Drug Free Workplace Act if the Contract is \$5,000 or more, and it has more than 24 employees at the time of entering into the Contract pursuant to 30 ILCS 580, *et seq.* and applicable provisions of the Substance Abuse Prevention on Public Works Projects Act (820 ILCS 265).
- e. The Contractor will comply with the Illinois Public Works Employment Discrimination Act, 775 ILCS 10/1, *et seq.*
- f. The Contractor acknowledges the requirements of FOIA and agrees to comply with all requests made by the Village for public records (as that term is defined by Section 2(c) of FOIA) in the Contractor's possession.

17. Contractor Certifications

- a. By executing this Contract, the Contractor certifies neither it, nor any owner or officer, is barred from contracting with a unit of State or local government as a result of: (1) a delinquency in the payment of any tax administered by the Illinois Department of Revenue or any fee required by the Village, (unless lawfully contesting), 65 ILCS 5/11-42.1-1; or (2) a violation of either Section 33E-3 (bid rigging) or Section 33E-4 (bid rotating) of Article 33E of the Criminal Code of 1961, 720 ILCS 5/33E-1. The Contractor represents this Agreement is made without collusion with any other person, firm or corporation.

b. ADA Certification

The Contractor shall comply with the applicable provisions of the American Disabilities Act and its accompanying regulations (28 CFR 35.130) which prohibit discrimination against qualified individuals with disabilities by a local government, whether directly or through contractual arrangements, in the provision of any benefit, service, program or activity of the public entity. The Contractor certifies that by signing this

Contract, that any services, programs and activities provided under this Contract are now and will continue to be in compliance with the Americans with Disabilities Act.

c. Sexual Harassment Certificate

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

Contractor

By: 

Authorized Agent

Village of Lake Zurich
2024 Concrete Flatwork Program

18. General Provisions

- a. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by both the Village and the Contractor.
- b. The Contractor shall give all notices, pay all fees and take all other action that may be necessary to ensure that the Work is provided, performed and completed in accordance with all required governmental permits, licenses, or other approvals and authorizations that may be required in connection with providing, performing and completing the Work.
- c. The Contractor shall not assign or transfer this Contract or any portion thereof without the prior approval of the Village.
- d. The terms of this Contract shall bind and inure to the benefit of the Village, the Contractor, and their agents, successors and assigns.
- e. No claim as a third-party beneficiary under this Contract by any person, firm or corporation shall be made or be valid against the Village.
- f. If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- g. For any legal action between the Parties concerning the interpretation, construction and enforcement of this Contract, or subject matter thereof, venue shall be in Lake County, Illinois and the laws of the State of Illinois shall govern the cause of action.
- h. The Contractor warrants and represents to the Village that the persons executing this Contract on its behalf have the full and complete right, power and authority to enter into this Contract and to agree to the terms, provisions and conditions set forth in this Contract, and that all legal actions needed to authorize the execution, delivery and performance of this Contract have been taken.
- i. The failure of the Village to enforce any term, condition or covenant (herein referred to as "provision") of this Contract shall not be deemed a waiver or limitation of the Village's right to subsequently enforce such provision.
- j. This Contract may be executed in counterparts, each of which, when executed, shall be deemed to be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the Village and Contractor have made and executed this Contract on the dates and year written below, and this Contract shall be valid as of the date of the last signatory.

Village of Lake Zurich

By:



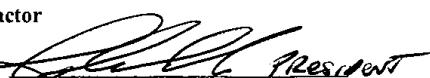
Mayor

Date:

3-27-2024

Contractor

By:



Authorized Agent

Date:

3-21-24


EMC Insurance Companies® Document A310 - 2010
Bid Bond
CONTRACTOR:

(Name, legal status and address)
Suburban Concrete Inc.

21227 W. Commercial Dr. Unit B
Mundelein, IL 60060

OWNER:

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

BOND AMOUNT: Ten Percent of Accompanying Bid (10%)

SURETY:

(Name, legal status and principal place
of business)

Employers Mutual Casualty Company
1815 S. Meyers Road, Suite 500
Oakbrook Terrace, IL 60181

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

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

PROJECT:

(Name, location or address, and Project number, if any)
Village of Lake Zurich 2024 Concrete Flatwork
Various Locations

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

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

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

Signed and sealed this 28th day of February, 2024

(Witness)

Suburban Concrete Inc.

(Principal)

(Seal)

PRESIDENT

(Title)

Employers Mutual Casualty Company

(Surety)

(Seal)

Jaclyn Kopecky
(Title) Jaclyn Kopecky, Attorney in Fact

Init.

/

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

061110



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

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

KNOW ALL MEN BY THESE PRESENTS, that:

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

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

JACLYN KOPECKY

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

Any and All Bonds

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

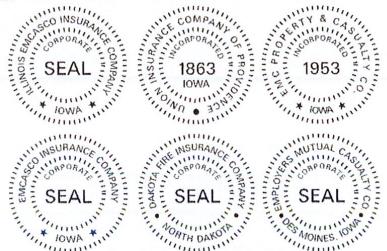
AUTHORITY FOR POWER OF ATTORNEY

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

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

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

Seals



Scott R. Jean

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

Todd Strother

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

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

My Commission Expires October 10, 2025.

Kathy Loveridge

Notary Public in and for the State of Iowa

CERTIFICATE

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

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 28th day of February, 2024.

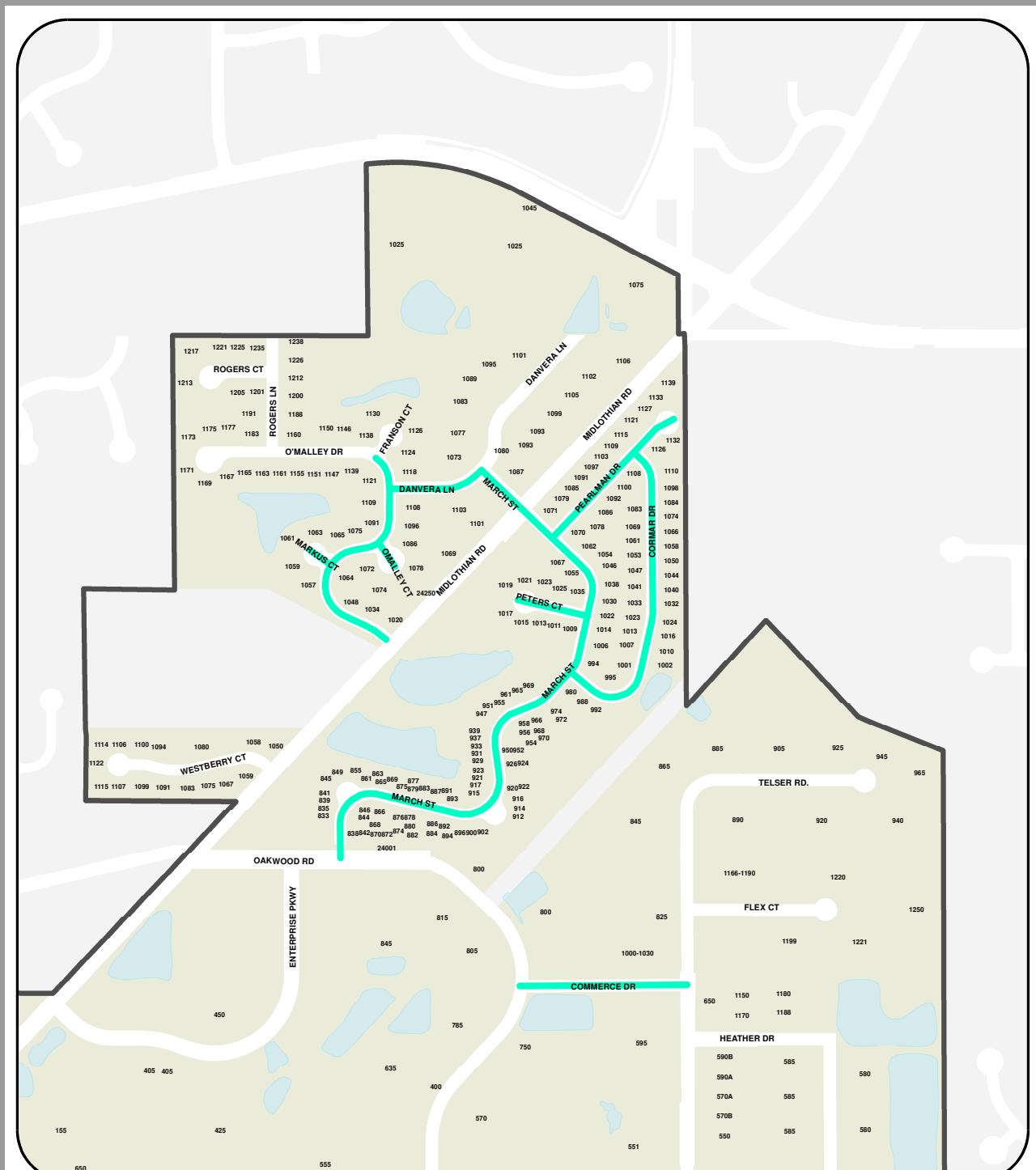
Ryan J. Springer

Vice President

Village of Lake Zurich
2024 Concrete Flatwork Program

EXHIBIT D
LOCATION MAPS

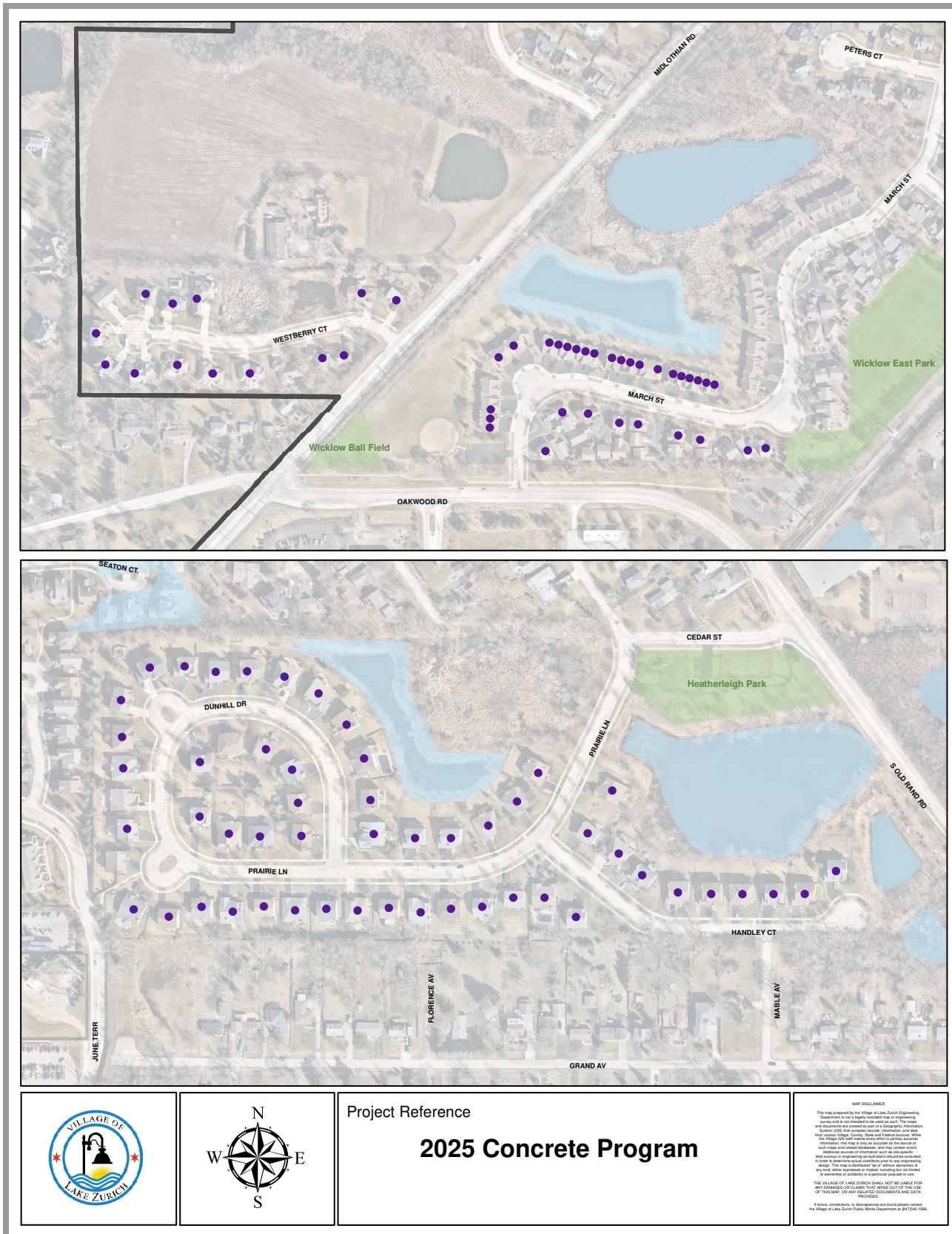
Page 27 of 27



VILLAGE OF LAKE ZURICH 2024 CONCRETE FLATWORK PROJECTED LOCATIONS

MAP DISCLAIMER
This map prepared by the Village of Lake Zurich Engineering Department is not a legally recorded map or engineering survey and is not intended to be used as such. The map displays the location of streets, roads, and property lines. Geographic Information System (GIS) that compares records, information, and data from various Village, County, and State databases. While every effort is made to keep the map as accurate as possible, this map is only as accurate as the source of the information used to create the map. Additional sources of information such as site-specific field surveys or engineering as-built plans should be consulted for more detailed information on a specific property or engineering design. This map is distributed "as-is" without warranty of any kind. The Village of Lake Zurich Engineering Department is not liable to warranty of liability to purchase or use.

THE VILLAGE OF LAKE ZURICH SHALL NOT BE LIABLE FOR ANY DAMAGES OR CLAIMS THAT ARISE OUT OF THE USE OF THIS MAP, OR ANY RELATED DOCUMENTS AND DATA PROVIDED BY THE VILLAGE OF LAKE ZURICH.





At the Heart of Community

COMMUNITY DEVELOPMENT DEPARTMENT

505 Telser Road
Lake Zurich, Illinois 60047

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

MEMORANDUM

Date: April 7, 2025

To: Ray Keller, Village Manager *PK*

From: Sarosh Saher, Community Development Director

CC: Mike Brown, Public Works Director
David Modrzejewski, Building Services Supervisor

**Re: Avery Ridge Subdivision – Final Acceptance of Public Improvements
Release of Letter of Credit (LOC) and Bond for Site Improvements**

*RECEIVED
4/7/2025
GK*

Issue: Village staff received a request from Mr. Jason Polakow, VP of Land development at M/I Homes of Chicago, LLC (“M/I Homes”), the developers of Avery Ridge Subdivision, requesting final acceptance of all public improvements within the subdivision and to release the Letter of Credit and Bond held by the Village as guarantee for public and qualified site improvements.

Background: Avery Ridge is located off Midlothian Road and consists of 34 new single-family homes and the existing home of the Raupp family that originally owned the land. The following surety for site work and public improvements was posted:

- Letter of Credit #SLCLSTL12466 issued by US Bank was posted in 2020 for the public improvements in the original amount of \$1,544,728.90. The LOC covered improvements including Roadway, Storm Sewer, Water Main, and Sanitary Sewer Improvements. Upon completion of the work in 2021, the LOC was reduced to its current amount of \$395,859.90.
- Bond #CMS0339728 issued by RLI Insurance Company was posted in 2020 for the remaining site improvements including earthwork and soil erosion control in the amount of \$1,333,896.30. Upon completion of the work in 2021, the Bond was reduced to its current amount of \$299,158.50 in 2021.

Both LOC and Bond were held by the village for a period of four years guaranteeing the improvements against faulty workmanship and/or materials, which exceeded the minimum two-year requirement for such guarantee.

Analysis: The proposed release is based on completion of the items denoted in the Engineer's Opinion of Probable Cost (EOPC) dated April 2, 2020 and approved at the time of issuance of

LOC and Bond Release – Avery Ridge Subdivision
April 7, 2025

permits for the development. Village Engineer Manhard Consulting and Village Staff have inspected the property, reviewed the request and concur that the public improvements can be accepted and the guarantees can be released.

Recommendation: Staff recommends approval of the Resolution accepting public improvements within Avery Ridge Subdivision and release of Letter of Credit #SLCLSTL12466 issued by US Bank in the full amount of \$395,859.90 and release of Bond #CMS0339728 issued by RLI Insurance Company in the full amount of \$299,158.50.

Attachments:

- Accompanying Resolution with the following attachments
 - Developer's Request for Acceptance and Release of Guarantee dated March 21, 2025
 - Letter of Credit (LOC) dated July 9, 2021
 - Bond dated July 1, 2021

● Page 2

VILLAGE OF LAKE ZURICH



RESOLUTION NO. 2025-04-098

**A RESOLUTION ACCEPTING PUBLIC IMPROVEMENTS AT THE
EVERY RIDGE SUBDIVISION**

WHEREAS, M/I Homes of Chicago, LLC ("M/I Homes") has requested that the Village of Lake Zurich accept the public improvements in the Avery Ridge Subdivision (the "Subdivision"); and

WHEREAS, Section 10-5-8 of Title 10 of the Village of Lake Zurich requires approval of all public improvements upon approval of a Resolution by the President and Board of Trustees; and

WHEREAS, the Village Engineer and Village staff recommend that the President and Board of Trustees accept the dedication and public improvements subject to the receipt and completion of a two-year maintenance agreement which the Village Staff has received; and

WHEREAS, in the opinion of the President and Board of Trustees it would be in the best interests of the Village to accept the dedication of these public improvements as recommended by the Village Engineer and Village Staff.

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

SECTION 1: Recitals. The recitals set forth herein above are incorporated herein by reference as the factual basis for this resolution.

SECTION 2 : Acceptance of Public Improvements. The President and Board of Trustees hereby accept the public improvements.

SECTION 3: A copy of this resolution shall be placed in the Project file.

PASSED THIS _____ day of _____, 2025.

AYES:

NAYS:

ABSENT:

APPROVED this _____ day of _____, 2025.

ATTEST:

Village President, Thomas Poynton

Deputy Village Clerk, Kyle Kordell

Attachment A
Developer's Request for Acceptance and Release of Guarantee
dated March 21, 2025

Attachment B
Letter of Credit (LOC)
dated July 9, 2021

Attachment C
Bond
dated July 1, 2021



CHICAGO DIVISION
2135 City Gate Lane
Suite 620
Naperville, IL 60563

March 21, 2025

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

RE: Request for Surety Letter of Credit Release for M/I Homes' Avery Ridge Community

Mr. Keller,

M/I Homes kindly requests release of the following Avery Ridge outstanding Bond and Letter of Credit (LOC) as well as full acceptance of the community.

- Bond #CMS0339728, currently in the amount of \$299,158.50. This bond was originally posted for earthwork and soil erosion control in 2020, for \$1,333,896.30.
- Letter of Credit #SLCLSTL 12466, currently in the amount of \$395,859.90. This LOC was bond was originally posted for the Avery Ridge public improvements in 2020, for \$1,5644,728.90.

All earthwork and final stabilization for the community were completed by 2022. Avery Ridge's final surface has been in place since November 2022, with the Manhard Consulting punch list finalized in fall 2022 and the Lake Zurich Public Works (LZPW) punch list completed in spring 2023. M/I Homes continued to maintain the community and addressed a final punch list, including landscaping and underground items, at LZPW's request in spring 2024.

Since the community's public improvements have been in good standing for over two years, with inspections completed by the Village Engineer, Manhard Consulting, and Lake Zurich Public Works, M/I Homes respectfully requests the release of both the Bond and LOC and that Lake Zurich proceed with final acceptance of the Avery Ridge community.

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

Inspections of improvements that have been completed. Inspections have been completed by the Village Engineer, Manhard Consulting.

Record Drawings (as-built plans) covering the improvements to be accepted have been submitted for review. (All as built drawings shall satisfy all standards of section 10-5-8-1 of this chapter and of the Lake Zurich stormwater management ordinance)

M/I Homes truly appreciates the cooperation of the Village during the improvement project. Please feel free to contact me at (847) 812-1033 or via email at jpolakow@mihomes.com should you have any questions.

Sincerely,



Jason A. Polakow, P.E., VP of Land Development
M/I Homes of Chicago, LLC

03/21/25

Date

WELCOME TO BETTER



U.S. BANK NATIONAL ASSOCIATION
GLOBAL TRADE AND STANDBY SERVICES
1200 Energy Park Drive
EP-MN-01ID-STL
St. Paul, MN 55108

March 13, 2024

VILLAGE OF LAKE ZURICH
70 EAST MAIN STREET
LAKE ZURICH IL 60047

STANDBY LETTER OF CREDIT REFERENCE NUMBER:
SLCLSTL12466

U.S. Bank Global Trade and Standby Services is streamlining the process of receiving physical documents. Therefore, **effective March 18, 2024**, the address for presentation of documents under the Standby Letter of Credit reference number mentioned above will be changed to the new address below. Please disregard the address for presentation of documents currently listed on your Letter of Credit.

U.S. BANK NATIONAL ASSOCIATION
GLOBAL TRADE AND STANDBY SERVICES
1200 Energy Park Drive
EP-MN-01ID-STL
St. Paul, MN 55108

Our SWIFT code USBKUS44STL stays the same.

Best Regards,

Evelyn Robles

Vice President
Global Trade and Standby Services Operations Manager



U.S. BANK NATIONAL ASSOCIATION
GLOBAL DOCUMENTARY SERVICES
721 LOCUST STREET SL-MO-L2IL
ST LOUIS, MISSOURI 63101 USA

SWIFT: USBKUS44STL
FAX: ILC/ELC: 314.418.8075
SLC: 314.418.8078
DCL: 314.418.1376
TELEPHONE: 314.418.3904

JULY 9, 2021

Amendment number 1 to Letter of Credit number SCLSTL12466

Applicant: M I HOMES OF CHICAGO LLC
4131 WORTH AVENUE #400
COLUMBUS, OH 43219

Beneficiary: VILLAGE OF LAKE ZURICH
70 EAST MAIN STREET
LAKE ZURICH IL 60047

The above mentioned credit is amended as follows:

Present available balance decreased by USD \$1,148,869.00 to
a new balance of USD \$395,859.90.

This amendment is to be considered as part of the original credit
and must be attached thereto. All other terms and conditions remain
unchanged.

U.S. Bank National Association

Authorized Signature/JBC9



U.S. BANK NATIONAL ASSOCIATION SWIFT: USBKUS44STL
 GLOBAL DOCUMENTARY SERVICES TELEPHONE: 314.418.2875
 721 LOCUST STREET, SL-MO-L2IL FACSIMILE: 314.418.8078
 ST. LOUIS, MISSOURI 63101

IRREVOCABLE STANDBY LETTER OF CREDIT NO. SLCLSTL12466

ISSUE DATE:	APRIL 14, 2020
APPLICANT:	M/I HOMES OF CHICAGO, LLC 3 EASTON OVAL, SUITE 500 COLUMBUS, OH 43219
BENEFICIARY:	VILLAGE OF LAKE ZURICH 70 EAST MAIN STREET LAKE ZURICH, IL 60047
PROJECT NAME:	AVERY RIDGE
AMOUNT:	ONE MILLION FIVE HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED TWENTY EIGHT AND 90/100 UNITED STATES DOLLARS (\$1,544,728.90)
EXPIRATION DATE:	APRIL 14, 2021

DEAR SIRS:

ISSUANCE. AT THE REQUEST AND FOR THE ACCOUNT OF M/I HOMES OF CHICAGO, LLC ("APPLICANT"), WE, U.S. BANK NATIONAL ASSOCIATION ("ISSUER"), ISSUE THIS IRREVOCABLE STANDBY LETTER OF CREDIT NUMBER SLCLSTL12466 ("STANDBY") IN FAVOR OF VILLAGE OF LAKE ZURICH ("BENEFICIARY") IN THE MAXIMUM AGGREGATE AMOUNT OF ONE MILLION FIVE HUNDRED FORTY FOUR THOUSAND SEVEN HUNDRED TWENTY EIGHT AND 90/100 UNITED STATES DOLLARS (\$1,544,728.90).

UNDERTAKING. ISSUER UNDERTAKES TO BENEFICIARY TO PAY BENEFICIARY'S DEMAND FOR PAYMENT IN THE CURRENCY AND FOR AN AMOUNT AVAILABLE UNDER THIS STANDBY AND IN THE FORM OF THE ANNEXED PAYMENT DEMAND COMPLETED AS INDICATED AND PRESENTED TO ISSUER AT THE FOLLOWING PLACE FOR PRESENTATION: U.S. BANK NATIONAL ASSOCIATION, GLOBAL DOCUMENTARY SERVICES, 721 LOCUST STREET, SL-MO-L2IL, ST. LOUIS, MISSOURI 63101, ON OR BEFORE THE EXPIRATION DATE.

EXPIRATION. THE EXPIRATION DATE OF THIS STANDBY IS APRIL 14, 2021.

EXTENSION. THE EXPIRATION DATE OF THIS STANDBY SHALL BE AUTOMATICALLY EXTENDED FOR SUCCESSIVE ONE YEAR PERIODS, UNLESS ISSUER NOTIFIES BENEFICIARY BY REGISTERED MAIL OR OTHER RECEIPTED MEANS OF DELIVERY



SENT TO BENEFICIARY'S ABOVE-STATED ADDRESS [60] OR MORE DAYS BEFORE THE THEN CURRENT EXPIRATION DATE THAT ISSUER ELECTS NOT TO EXTEND THE EXPIRATION DATE.

PAYMENT. PAYMENT AGAINST A COMPLYING PRESENTATION SHALL BE MADE WITHIN 3 BUSINESS DAYS AFTER PRESENTATION BY WIRE TRANSFER TO A DULY REQUESTED ACCOUNT OF BENEFICIARY. AN ADVICE OF SUCH PAYMENT SHALL BE SENT TO BENEFICIARY'S ABOVE-STATED ADDRESS.

DRAWING. PARTIAL AND MULTIPLE DRAWINGS ARE PERMITTED.

ISP98. THIS STANDBY LETTER OF CREDIT IS SUBJECT TO THE INTERNATIONAL STANDBY PRACTICES, INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 590, OR ANY REVISIONS THEREOF (THE 'ISP98'). THE PROVISIONS OF WHICH ARE INCORPORATED IN THIS STANDBY LETTER OF CREDIT TO THE EXTENT THAT SUCH PROVISIONS ARE NOT INCONSISTENT WITH THE EXPRESS TERMS OF THIS STANDBY LETTER OF CREDIT. AS TO MATTERS NOT GOVERNED BY THE ISP98, THIS STANDBY LETTER OF CREDIT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE INTERNAL LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES.

ISSUER SHALL NOT BE LIABLE FOR ANY DELAY, NON-RETURN OF DOCUMENTS, NON-PAYMENT, OR OTHER ACTION OR INACTION COMPELLED BY A JUDICIAL ORDER OR BY ANY LAW OR REGULATION APPLICABLE TO ISSUER.

U.S. BANK NATIONAL ASSOCIATION

A handwritten signature in blue ink that appears to read "Paul A. Kuhn".

AUTHORIZED SIGNATURE



ANNEXED PAYMENT DEMAND

[INSERT DATE]

U.S. BANK NATIONAL ASSOCIATION,
GLOBAL DOCUMENTARY SERVICES,
721 LOCUST STREET, SL-MO-L2IL,
ST. LOUIS, MISSOURI 63101

RE: STANDBY LETTER OF CREDIT NO. SLCLSTL12466 DATED APRIL 14, 2020,
ISSUED BY U.S. BANK NATIONAL ASSOCIATION, ("STANDBY")

THE UNDERSIGNED BENEFICIARY DEMANDS PAYMENT OF [INSERT
CURRENCY/AMOUNT] UNDER THE STANDBY.

BENEFICIARY STATES THAT:

APPLICANT IS OBLIGATED TO PAY THE BENEFICIARY THE AMOUNT DEMANDED AS
APPLICANT HAS FAILED TO PERFORM OR IS IN DEFAULT AS IT RELATES TO THE
IMPROVEMENTS TO THE PROJECT KNOWN AS AVERY RIDGE.

BENEFICIARY REQUESTS THAT PAYMENT BE MADE BY WIRE TRANSFER TO AN
ACCOUNT OF BENEFICIARY AS FOLLOWS: [INSERT NAME, ADDRESS, AND ROUTING
NUMBER OF BENEFICIARY'S BANK, AND NAME AND NUMBER OF BENEFICIARY'S
ACCOUNT].

[BENEFICIARY'S NAME AND ADDRESS]

BY ITS AUTHORIZED OFFICER:

[INSERT ORIGINAL SIGNATURE]

[INSERT TYPED/PRINTED NAME AND TITLE]

usbank.com

Engineer's Opinion of Probable Construction Cost**AVERY RIDGE**

<u>ITEM</u>	<u>QNTY</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
A. Earthwork Improvements				
1. EARTHWORK (BUDGET)	35 UNIT	\$ 8,500.00	\$297,500	
2. DETENTION BASIN EXCAVATION	6,500 C.Y.	\$ 5.00	\$32,500	
3. TOPSOIL STRIP/STOCKPILE	50,000 C.Y.	\$ 4.00	\$200,000	
4. RESPREAD SITE (6")	13,391 C.Y.	\$ 5.00	\$66,953	
5. RESPREAD PONDS	2,600 C.Y.	\$ 7.00	\$18,200	
5. STREET FINE GRADING	7,800 S.Y.	\$ 1.50	\$11,700	
6. BLOCK RETAINING WALLS	8,650 S.F.	\$ 45.00	\$389,250	
7. SPLIT RAIL FENCE ABOVE RETAINING WALLS	1,130 L.F.	\$ 12.00	\$13,560	
8. TREE CLEARING	1 L.S	\$ 12,000.00	\$12,000	
A. Earthwork Improvements		Sub-Total =	\$1,041,663	
B. Storm Sewer				
1. STORM SEWER, RCP, CL IV, 12"	810 L.F.	\$ 28.00	\$22,680	
2. STORM SEWER, RCP, CL IV, 15"	429 L.F.	\$ 30.00	\$12,870	
3. STORM SEWER, RCP, CL IV, 18"	993 L.F.	\$ 35.00	\$34,755	
4. STORM SEWER, RCP, CL IV, 24"	947 L.F.	\$ 50.00	\$47,350	
5. STORM SEWER, RCP, CL IV, 30"	156 L.F.	\$ 65.00	\$10,140	
6. STORM SEWER, RCP, CL IV, 36"	44 L.F.	\$ 70.00	\$3,080	
7. STORM SEWER, 4" UNDER DRAIN	260 L.F.	\$ 30.00	\$7,800	
7. INLET, TYPE A, 24" DIA	5 EACH	\$ 900.00	\$4,500	
8. INLET, TYPE A, 36" DIA	3 EACH	\$ 1,600.00	\$4,800	
9. CATCH BASIN, TYPE A, 36" DIA	3 EACH	\$ 1,800.00	\$5,400	
10. CATCH BASIN, TYPE A, 60" DIA	14 EACH	\$ 3,500.00	\$49,000	
11. MANHOLE, TYPE A, 36" DIA	5 EACH	\$ 1,500.00	\$7,500	
12. MANHOLE, TYPE A, 48" DIA	10 EACH	\$ 2,200.00	\$22,000	
13. MANHOLE, TYPE A, 60" DIA	7 EACH	\$ 3,500.00	\$24,500	
14. CONTROL STRUCTURE	3 EACH	\$ 5,000.00	\$15,000	
15. 12" F.E.S. WITH GRATE & RIP RAP	7 EACH	\$ 2,496.00	\$17,472	
16. 15" F.E.S. WITH GRATE & RIP RAP	1 EACH	\$ 2,497.00	\$2,497	
17. 18" F.E.S. WITH GRATE & RIP RAP	1 EACH	\$ 2,498.00	\$2,498	
18. 30" F.E.S. WITH GRATE & RIP RAP	2 EACH	\$ 2,499.00	\$4,998	
19. 36" F.E.S. WITH GRATE & RIP RAP	1 EACH	\$ 2,500.00	\$2,500	
20. TRENCH BACKFILL	508 L.F.	\$ 16.00	\$8,128	
21. TELEVISE STORM SEWERS	3,379 L.F.	\$ 2.00	\$6,758	
B. Storm Sewer		Sub-Total =	\$316,226	
C. Roadway Improvements				
1. 2" H.M.A. BITUMINOUS SURFACE COURSE	7,300 S.Y.	\$ 10.50	\$76,650	
2. 4" H.M.A. BITUMINOUS BINDER COURSE	7,300 S.Y.	\$ 18.00	\$131,400	
3. 8" CRUSHED AGGREGATE BASE COURSE	7,300 S.Y.	\$ 13.00	\$94,900	
4. BITM MATLS, PRIME COAT	3,650 GAL.	\$ 2.00	\$7,300	
5. SIGN PANELS WITH POST	4 EACH	\$ 390.00	\$1,560	
6. CURB & GUTTER- B-6.12	450 L.F.	\$ 20.75	\$9,338	
7. CURB & GUTTER- M3:12	4,250 L.F.	\$ 21.75	\$92,438	
8. P.C.C. SIDEWALK	22,400 S.F.	\$ 6.00	\$134,400	
9. LIGHT STANDARD - POLE	8 EACH	\$ 7,500.00	\$60,000	
10. STREET LIGHT CONTROLLER	1 LS.	\$ 10,000.00	\$10,000	
C. Roadway Improvements		Sub-Total =	\$617,985	

Engineer's Opinion of Probable Construction Cost

<u>E. Water Main Improvements</u>		<i>Loc</i>		
1. 8"	WM, DI CL 52 W/FITTINGS	2,900 L.F.	\$ 45.00	\$130,500
2. 1.5-INCH SHORT WATER SERVICE		20 EACH	\$ 1,000.00	\$20,000
3. 1.5-INCH LONG WATER SERVICE		15 EACH	\$ 2,000.00	\$30,000
4. 8" VALVE IN 48" VAULT		4 EACH	\$ 3,500.00	\$14,000
5. 12 x 8 PRESSURE CONNECTION		1 EACH	\$ 6,500.00	\$6,500
6. CONNECT TO EXISTING STUB		1 EACH	\$ 3,000.00	\$3,000
7. FIRE HYDRANT		8 EACH	\$ 4,000.00	\$32,000
8. 16-INCH CASING PIPE, OPEN TRENCH		96 L.F.	\$ 25.00	\$2,400
9. TRENCH BACKFILL		168 L.F.	\$ 16.00	\$2,688

E. Water Main Improvements	Sub-Total =	\$241,088
----------------------------	-------------	------------------

<u>F. Sanitary Sewer Improvements</u>		<i>Loc</i>		
1. 8" SANITARY SEWER, PVC SDR 26		2,640 L.F.	\$ 37.00	\$97,680
2. 8" SANITARY SEWER, PVC SDR 26, REM & REP W/PUMPING		270 L.F.	\$ 75.00	\$20,250
3. 48" SANITARY MANHOLE, TYPE A		16 EACH	\$ 3,000.00	\$48,000
4. 48" SANITARY MANHOLE, TYPE A, DROP CONNECTION		2 EACH	\$ 4,500.00	\$9,000
5. SHORT SANITARY SERVICE		23 EACH	\$ 750.00	\$17,250
6. LONG SANITARY SERVICE		12 EACH	\$ 1,750.00	\$21,000
7. CONNECT TO EXISTING SEWER		2 EACH	\$ 2,000.00	\$4,000
8. SANITARY TRENCH BACKFILL		240 L.F.	\$ 25.00	\$6,000
9. TELEVIEW SANITARY LINES		2,910 L.F.	\$ 2.00	\$5,820

F. Sanitary Sewer Improvements	Sub-Total =	\$229,000
--------------------------------	-------------	------------------

<u>G. SOIL EROSION AND SEDIMENT CONTROL</u>		<i>Bond</i>		
1. STABILIZED ENTRANCE		1 EA.	\$ 5,000.00	\$5,000
2. SILT FENCING		4,050 L.F.	\$ 2.50	\$10,125
3. OUTLET PROTECTION		11 EACH	\$ 1,000.00	\$11,000
4. INLET EROSION CONTROL		22 EACH	\$ 400.00	\$8,800
5. CONCRETE WASHOUT AREA		1.0 EACH	\$ 2,500.00	\$2,500
6. WETLAND SEEDING		1.7 AC	\$ 12,500.00	\$21,250
7. SITE SEEDING & BLANKET		16.6 AC	\$ 6,500.00	\$108,095
8. WETLAND SIGNAGE		14.0 EACH	\$ 300.00	\$4,200

G. SOIL EROSION AND SEDIMENT CONTROL	Sub-Total =	\$170,970
--------------------------------------	-------------	------------------

TOTAL =	\$2,616,932
----------------	--------------------

<u>10%</u>	CONTINGENCY =	\$261,693
------------	---------------	------------------

TOTAL=	\$2,878,626
---------------	--------------------

Advantage Consulting Engineers

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Avery Ridge

LOCATION: Lake Zurich, IL

PROJECT NO.: 17-069

CLIENT : **M/I HOMES**
NAPERVILLE, IL

DATE PREPARED: 2-Nov-18
LAST REVISED: 2-Apr-20

PREPARED BY: TPP
CHECKED BY: WJZ



80 Main Street - Suite 17 - Lemont, Illinois 60439

647-260-4758

Betty Harrison

From: Sarosh Saher
Sent: April 8, 2020 9:55 AM
To: Mary Meyer; Betty Harrison; Nadine Gerling; Nicholle Petroff
Cc: Tim Verbeke; Mike Brown
Subject: FW: Avery Ridge (Bond and LOC amounts agreed upon by M/I)

FYI – keeping you all in the loop.
Thanks.
Sarosh

From: Bill Zalewski [mailto:BillZ@aceng.us]
Sent: Wednesday, April 8, 2020 9:52 AM
To: Sarosh Saher <Sarosh.Saher@lakezurich.org>
Cc: Tim Verbeke <Tim.Verbeke@lakezurich.org>; Marc McLaughlin (mmclaughlin@Mihomes.com)
<mmclaughlin@Mihomes.com>
Subject: Re: Avery Ridge

Thank You Sarosh
This works for us

Thank You,
Bill

Advantage Consulting Engineers
William J Zalewski, PE
80 Main Street - Suite 17
Lemont, Illinois 60439

630-520-2467 Cell
847-260-4758 Office
www.aceng.us

On Apr 8, 2020, at 9:50 AM, Sarosh Saher <Sarosh.Saher@lakezurich.org> wrote:

Good morning Bill – Manhard has calculated and provided us with the following amounts for the bond and the LOC for the project. They differ a bit from your calculations.

Bond = \$1,333,896.30
(110% of EOPC Section A – Earthwork Improvements & Section G – Soil Erosion and Sediment Control)

Letter of Credit = \$1,544,728.90
(110% of remaining EOPC Sections B thru F)

Please let me know if you have any questions.

Thanks.



RLI Insurance Company
P.O. Box 3967 Peoria IL 61612-3967
Phone: 309-692-1000 Fax: 309-692-8637

RIDER

TO BE ATTACHED TO AND FORM PART OF POLICY NO. CMS0339728

It is hereby mutually agreed and understood by the Principal,
M/I Homes of Chicago, LLC

and **RLI Insurance Company** that the
Bond Penalty of \$1,333,896.30

(Identify item(s) to be changed)

on this policy has/have been changed to the following:
Decreased to \$299,158.50

Nothing contained herein shall vary, alter, waive or extend any of the terms, limits, or conditions of the policy, except as set forth above.

This Rider becomes effective on July 1, 2021, at twelve and one minute o'clock a.m., Standard Time.

Signed this 8th day of July, 2021.

RLI Insurance Company

By Denise Nelson
Denise Nelson Attorney in Fact

Page 1 of 1
M0055D04

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Denise Nelson, Cathleen Vansovich, Julieann Johnston, Vicky L. Dielman, Michele James, Deborah L. Williams, Stephanie McQuillen,
jointly or severally

in the City of Columbus, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 26th day of August, 2020.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: B. W. D. Barton W. Davis

Vice President

State of Illinois
County of Peoria }
} ss

On this 26th day of August, 2020, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Catherine D. Glover
Catherine D. Glover

Notary Public



I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 8th day of July, 2021.

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jeffrey D. Fick
Jeffrey D. Fick

Corporate Secretary

SUBDIVISION BOND

Bond No. CMS0339728Principal Amount: \$1,333,896.30KNOW ALL MEN BY THESE PRESENTS, that we M/I Homes of Chicago, LLC3 Easton Oval, Suite 500 Columbus, OH 43219

As Principal, and

RLI Insurance Company9025 N. Lindbergh Dr. Peoria, IL 61615 a(n) Illinois

Corporation, as Surety, are held and firmly bound unto

Village of Lake Zurich70 E Main Street Lake Zurich, IL 60047

as Obligee in the penal sum of

One Million Three Hundred Thirty-three Thousand Eight Hundred Ninety-six And 30/100 (Dollars)(\$1,333,896.30), lawful money of the United States of America, for the payment of which well and truly to be made, we bind ourselves our heirs, executors, administrators, and successors and assigns jointly and severally, firmly by these presents,WHEREAS, M/I Homes of Chicago, LLC has agreed to construct in
Avery Ridge Subdivision, in Village of Lake Zurich, IL for the
following Improvements: Earthwork Improvements & Soil Erosion and Sediment Control

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall construct, or have constructed, the improvements herein described, and shall save the Obligee harmless from any loss, cost or damage by reason of its failure to complete said work, then this obligation shall be null and void, otherwise to remain in full force and effect, and the Surety, upon receipt of a resolution of the Obligee indicating that the improvements have not been installed or completed, will complete the improvements or pay to the Obligee such amount up to the Principal amount of this bond which will allow the Obligee to complete the improvements.

Upon approval by the Obligee, this instrument may be proportionately reduced as the public improvements are completed,

Signed, sealed and dated, this 10th day of April, 2020

M/I Homes of Chicago, LLC

Principal

By: Mark KirkendallMark Kirkendall
VP, Housing & Land ControllerRLI Insurance Company

Surety

By: Denise Nelson

Denise Nelson Attorney-In-Fact

POWER OF ATTORNEY

**RLI Insurance Company
Contractors Bonding and Insurance Company**

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Denise Nelson, Cathleen Vansovich, Julieann Johnston, Cynthia A. Hiday, Ryan Burke, Vicky L. Dielman, Michele James, Deborah L. Williams, Stephanie McQuillen, jointly or severally

in the City of Columbus, State of Ohio its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 10th day of September, 2019.



**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Barton W. Davis Vice President

State of Illinois
County of Peoria }
} SS

On this 10th day of September, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johnigk
Gretchen L. Johnigk Notary Public



CERTIFICATE

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 10th day of April 2020

**RLI Insurance Company
Contractors Bonding and Insurance Company**

By: Jean M. Stephenson Corporate Secretary

3448402020212

A0058817

Engineer's Opinion of Probable Construction Cost**AVERY RIDGE**

ITEM	QNTY	UNIT	UNIT PRICE	AMOUNT
A. Earthwork Improvements				
1. EARTHWORK (BUDGET)	35	UNIT	\$ 8,500.00	\$297,500
2. DETENTION BASIN EXCAVATION	6,500	C.Y.	\$ 5.00	\$32,500
3. TOPSOIL STRIP/STOCKPILE	50,000	C.Y.	\$ 4.00	\$200,000
4. RESPREAD SITE (6")	13,391	C.Y.	\$ 5.00	\$66,953
5. RESPREAD PONDS	2,600	C.Y.	\$ 7.00	\$18,200
5. STREET FINE GRADING	7,800	S.Y.	\$ 1.50	\$11,700
6. BLOCK RETAINING WALLS	8,650	S.F.	\$ 45.00	\$389,250
7. SPLIT RAIL FENCE ABOVE RETAINING WALLS	1,130	L.F.	\$ 12.00	\$13,560
8. TREE CLEARING	1	L.S.	\$ 12,000.00	\$12,000
A. Earthwork Improvements			Sub-Total =	\$1,041,663
B. Storm Sewer				
1. STORM SEWER, RCP, CL IV, 12"	810	L.F.	\$ 28.00	\$22,680
2. STORM SEWER, RCP, CL IV, 15"	429	L.F.	\$ 30.00	\$12,870
3. STORM SEWER, RCP, CL IV, 18"	993	L.F.	\$ 35.00	\$34,755
4. STORM SEWER, RCP, CL IV, 24"	947	L.F.	\$ 50.00	\$47,350
5. STORM SEWER, RCP, CL IV, 30"	156	L.F.	\$ 65.00	\$10,140
6. STORM SEWER, RCP, CL IV, 36"	44	L.F.	\$ 70.00	\$3,080
7. STORM SEWER, 4" UNDER DRAIN	260	L.F.	\$ 30.00	\$7,800
7. INLET, TYPE A, 24" DIA	5	EACH	\$ 900.00	\$4,500
8. INLET, TYPE A, 36" DIA	3	EACH	\$ 1,600.00	\$4,800
9. CATCH BASIN, TYPE A, 36" DIA	3	EACH	\$ 1,800.00	\$5,400
10. CATCH BASIN, TYPE A, 60" DIA	14	EACH	\$ 3,500.00	\$49,000
11. MANHOLE, TYPE A, 36" DIA	5	EACH	\$ 1,500.00	\$7,500
12. MANHOLE, TYPE A, 48" DIA	10	EACH	\$ 2,200.00	\$22,000
13. MANHOLE, TYPE A, 60" DIA	7	EACH	\$ 3,500.00	\$24,500
14. CONTROL STRUCTURE	3	EACH	\$ 5,000.00	\$15,000
15. 12" F.E.S. WITH GRATE & RIP RAP	7	EACH	\$ 2,496.00	\$17,472
16. 15" F.E.S. WITH GRATE & RIP RAP	1	EACH	\$ 2,497.00	\$2,497
17. 18" F.E.S. WITH GRATE & RIP RAP	1	EACH	\$ 2,498.00	\$2,498
18. 30" F.E.S. WITH GRATE & RIP RAP	2	EACH	\$ 2,499.00	\$4,998
19. 36" F.E.S. WITH GRATE & RIP RAP	1	EACH	\$ 2,500.00	\$2,500
20. TRENCH BACKFILL	508	L.F.	\$ 16.00	\$8,128
21. TELEVIEW STORM SEWERS	3,379	L.F.	\$ 2.00	\$6,758
B. Storm Sewer			Sub-Total =	\$316,226
C. Roadway Improvements				
1. 2" H.M.A. BITUMINOUS SURFACE COURSE	7,300	S.Y.	\$ 10.50	\$76,650
2. 4" H.M.A. BITUMINOUS BINDER COURSE	7,300	S.Y.	\$ 18.00	\$131,400
3. 8" CRUSHED AGGREGATE BASE COURSE	7,300	S.Y.	\$ 13.00	\$94,900
4. BITM MATLS, PRIME COAT	3,650	GAL.	\$ 2.00	\$7,300
5. SIGN PANELS WITH POST	4	EACH	\$ 390.00	\$1,560
6. CURB & GUTTER- B-6:12	450	L.F.	\$ 20.75	\$9,338
7. CURB & GUTTER- M3:12	4,250	L.F.	\$ 21.75	\$92,438
8. P.C.C. SIDEWALK	22,400	S.F.	\$ 6.00	\$134,400
9. LIGHT STANDARD - POLE	8	EACH	\$ 7,500.00	\$60,000
10. STREET LIGHT CONTROLLER	1	L.S.	\$ 10,000.00	\$10,000
C. Roadway Improvements			Sub-Total =	\$617,985

Engineer's Opinion of Probable Construction CostE. Water Main Improvements

1. 8" WM, DI CL 52 W/FITTINGS	2,900 L.F.	\$ 45.00	\$130,500
2. 1.5-INCH SHORT WATER SERVICE	20 EACH	\$ 1,000.00	\$20,000
3. 1.5-INCH LONG WATER SERVICE	15 EACH	\$ 2,000.00	\$30,000
4. 8" VALVE IN 48" VAULT	4 EACH	\$ 3,500.00	\$14,000
5. 12 x 8 PRESSURE CONNECTION	1 EACH	\$ 6,500.00	\$6,500
6. CONNECT TO EXISTING STUB	1 EACH	\$ 3,000.00	\$3,000
7. FIRE HYDRANT	8 EACH	\$ 4,000.00	\$32,000
8. 16-INCH CASING PIPE, OPEN TRENCH	96 L.F.	\$ 25.00	\$2,400
9. TRENCH BACKFILL	168 L.F.	\$ 16.00	\$2,688

E. Water Main Improvements	Sub-Total =	<u>\$241,088</u>
----------------------------	-------------	------------------

F. Sanitary Sewer Improvements

1. 8" SANITARY SEWER, PVC SDR 26	2,640 L.F.	\$ 37.00	\$97,680
2. 8" SANITARY SEWER, PVC SDR 26, REM & REP W/PUMPING	270 L.F.	\$ 75.00	\$20,250
3. 48" SANITARY MANHOLE, TYPE A	16 EACH	\$ 3,000.00	\$48,000
4. 48" SANITARY MANHOLE, TYPE A, DROP CONNECTION	2 EACH	\$ 4,500.00	\$9,000
5. SHORT SANITARY SERVICE	23 EACH	\$ 750.00	\$17,250
6. LONG SANITARY SERVICE	12 EACH	\$ 1,750.00	\$21,000
7. CONNECT TO EXISTING SEWER	2 EACH	\$ 2,000.00	\$4,000
8. SANITARY TRENCH BACKFILL	240 L.F.	\$ 25.00	\$6,000
9. TELEVISE SANITARY LINES	2,910 L.F.	\$ 2.00	\$5,820

F. Sanitary Sewer Improvements	Sub-Total =	<u>\$229,000</u>
--------------------------------	-------------	------------------

G. SOIL EROSION AND SEDIMENT CONTROL

1. STABILIZED ENTRANCE	1 EA.	\$ 5,000.00	\$5,000
2. SILT FENCING	4,050 L.F.	\$ 2.50	\$10,125
3. OUTLET PROTECTION	11 EACH	\$ 1,000.00	\$11,000
4. INLET EROSION CONTROL	22 EACH	\$ 400.00	\$8,800
5. CONCRETE WASHOUT AREA	1.0 EACH	\$ 2,500.00	\$2,500
6. WETLAND SEEDING	1.7 AC	\$ 12,500.00	\$21,250
7. SITE SEEDING & BLANKET	16.6 AC	\$ 6,500.00	\$108,095
8. WETLAND SIGNAGE	14.0 EACH	\$ 300.00	\$4,200

G. SOIL EROSION AND SEDIMENT CONTROL	Sub-Total =	<u>\$170,970</u>
--------------------------------------	-------------	------------------

TOTAL =	<u>\$2,616,932</u>
----------------	---------------------------

<u>10%</u>	CONTINGENCY =	<u>\$261,693</u>
------------	---------------	------------------

TOTAL=	<u>\$2,878,626</u>
---------------	---------------------------

Advantage Consulting Engineers

ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PROJECT: Avery Ridge

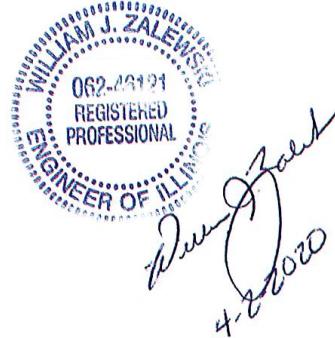
LOCATION: Lake Zurich, IL

PROJECT NO.: 17-069

CLIENT : **M/I HOMES**
NAPERVILLE, IL

DATE PREPARED: 2-Nov-18
LAST REVISED: 2-Apr-20

PREPARED BY: TPP
CHECKED BY: WJZ



80 Main Street - Suite 17 - Lemont, Illinois 60439

847-260-4758

Betty Harrison

From: Sarosh Saher
Sent: April 8, 2020 9:55 AM
To: Mary Meyer; Betty Harrison; Nadine Gerling; Nicholle Petroff
Cc: Tim Verbeke; Mike Brown
Subject: FW: Avery Ridge (Bond and LOC amounts agreed upon by M/I)

FYI – keeping you all in the loop.

Thanks.

Sarosh

From: Bill Zalewski [mailto:BillZ@aceng.us]
Sent: Wednesday, April 8, 2020 9:52 AM
To: Sarosh Saher <Sarosh.Saher@lakezurich.org>
Cc: Tim Verbeke <Tim.Verbeke@lakezurich.org>; Marc McLaughlin (mmclaughlin@Mihomes.com)
<mmclaughlin@Mihomes.com>
Subject: Re: Avery Ridge

Thank You Sarosh

This works for us

Thank You,
Bill

Advantage Consulting Engineers
William J Zalewski, PE
80 Main Street - Suite 17
Lemont, Illinois 60439

630-520-2467 Cell
847-260-4758 Office
www.aceng.us

On Apr 8, 2020, at 9:50 AM, Sarosh Saher <Sarosh.Saher@lakezurich.org> wrote:

Good morning Bill – Manhard has calculated and provided us with the following amounts for the bond and the LOC for the project. They differ a bit from your calculations.

Bond = \$1,333,896.30

(110% of EOPC Section A – Earthwork Improvements & Section G – Soil Erosion and Sediment Control)

Letter of Credit = \$1,544,728.90

(110% of remaining EOPC Sections B thru F)

Please let me know if you have any questions.

Thanks.

FILE NAME:FINAL Estimate Raupp 30OCT18
2/28/2020

Engineer's Opinion of Probable Construction Cost

AVERY RIDGE - MIDLOTHIAN IMPROVEMENTS

ITEM	QNTY	UNIT	UNIT PRICE	AMOUNT
IDOT Roadway Improvements				
1. 1.5" H.M.A. BITUMINOUS SURFACE COURSE	2,700 S.Y.	\$	8.00	\$21,600
2. 1.5" H.M.A. BITUMINOUS BINDER COURSE	800 S.Y.	\$	8.00	\$6,400
3. 9" H.M.A. BITUMINOUS BASE COURSE	800 S.Y.	\$	36.00	\$28,800
4. 12" CRUSHED AGGREGATE BASE COURSE	800 S.Y.	\$	18.00	\$14,400
5. BITM MATLS, PRIME COAT	1,350 GAL.	\$	2.00	\$2,700
6. RELOCATE SIGN	2 EACH	\$	450.00	\$900
7. SAW CUT EXISTING PAVEMENT	1,400 L.F.	\$	4.00	\$5,600
8. BIT SHOULDER	400 S.Y.	\$	30.00	\$12,000
9. CRACK CONTROL	1,400 L.F.	\$	4.00	\$5,600
10. SURFACE COURSE REMOVAL, COLD MILLING	1,900 S.Y.	\$	4.00	\$7,600
11. PAVEMENT MARKING	1 L.S.	\$	2,500.00	\$2,500
12. REFLECTIVE PAVEMENT MARKERS	32 EACH	\$	10.00	\$320
13. TRAFFIC CONTROL & PROTECTION	1 L.S.	\$	10,000.00	\$10,000
14. ADJUST EXISTING STRUCTURES	2 EACH	\$	800.00	\$1,600
15. ROADWAY EXCAVATION	510 C.Y.	\$	30.00	\$15,300
16. SILT FENCE	1,470 L.F.	\$	3.00	\$4,410
17. SEEDING W/BLANKET	1,950 S.Y.	\$	1.00	\$1,950

IDOT Roadway Improvements Sub-Total = **\$141,680**

TOTAL = \$141,680

10% CONTINGENCY = **\$14,168**

TOTAL= \$155,848



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

Date: March 31, 2025
To: Ray Keller, Village Manager *PK*
From: Michael Duebner, Assistant Village Manager
Subject: Real Estate Sale of 85 S Old Rand Road

CONFIDENTIAL
7a

Issue: Alex Jump representing JumpCo LLC Park Ave. Series of 24197 N Echo Lake Road, Lake Zurich, IL 60047, has requested to purchase 85 S Old Rand Road for future development.

Analysis: The Village acquired 85 S Old Rand Road in 2005 as part of a downtown redevelopment vision. The existing structure was demolished in 2014 with the parcel left vacant since then. The lot has been advertised for sale on the Village website and Loopnet. Alex Jump contacted the Village with an offer to purchase the lot in February 2025 with subsequent negotiations.

Mr. Jump purchased 100 Park Avenue, the adjacent train depot property in November 2024 and adding this Village owned parcel would ease future development efforts.

The total purchase price to be paid by JumpCo LLC Park Ave. Series is \$35,000, with a 10% deposit and bearing 100% of the closing costs. It has been agreed that with the Village's assistance, a plat of consolidation will be executed, comprising 100 Park Avenue and 85 S Old Rand Road. Additionally, a 20-foot-wide utility easement will be recorded between the two parcels to facilitate future water main maintenance. Further details of the purchase are memorialized in the attached Real Estate Sales Contract.

Recommendation: Staff is requesting the Village Board approve the resolution approving the sale of the parcels identified as 85 S Old Rand Road to JumpCo LLC Park Ave. Series and permission to execute necessary closing documents.

Attachment: Resolution Approving Sale
Real Estate Sales Contract

RESOLUTION NO. 2025-04-099

**A RESOLUTION APPROVING SALE OF PROPERTY AND AUTHORIZING EXECUTION OF
SALE CONTRACT
(85 S Old Rand Road, Lake Zurich, Illinois)**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois ("Village") is an Illinois municipality, with authority to operate pursuant to pursuant to Article to the Illinois Constitution, the Illinois Municipal Code and applicable law; and

WHEREAS, pursuant to the Illinois Municipal Code and Illinois Constitution, the Village is authorized to sell real property pursuant to the terms and conditions set forth in the attached Sale Contract, as negotiated by and between the Village and Alex Jump, JumpCo LLC Park Ave. Series, 24197 N Echo Lake Road, Lake Zurich, IL 60047 ("Buyer"); and

WHEREAS, the Mayor and Village Board of Trustees have determined that the sale of that certain property located at 85 S Old Rand Road in the Village of Lake Zurich ("Property"), owned by the Village, to Buyer, is for a commercially reasonable price, and is in the best interests of the residents of the Village; and

WHEREAS the Mayor and Village Board of Trustees hereby approve and agree on this Sale Contract, and this process for the sale of these properties; and

WHEREAS, the Mayor and Village Board of Trustees have determined that for development and economic purposes in the Village, and for a commercially reasonable price, it is necessary and desirable to approve the sale of the Property, as further described in and pursuant to the terms of that Real Estate Sales Contract attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, the Mayor and Village Board of Trustees and Buyer have agreed on a sale price and related terms for the Property, all as set forth in that Real Estate Sales Contract attached hereto as **EXHIBIT A**.

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

SECTION 1: That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

SECTION 2: That pursuant to the authority vested in the corporate authorities of the Village of Lake Zurich, pursuant to the Illinois Municipal Code and applicable law, it is necessary and desirable for the Village to sell the Property to Buyer, pursuant to the terms and conditions set forth in that Real Estate Sales Contract attached hereto as **EXHIBIT A** and made a part hereof.

SECTION 3: The Mayor and Village Board of Trustees hereby approve the sale of the Property pursuant to the Real Estate Sales Contract attached hereto as **EXHIBIT A**.

SECTION 4: That for and on behalf of the Village Board of Trustees, the Mayor and the Village Clerk are hereby authorized and directed to execute the Real Estate Sales Contract attached hereto as **EXHIBIT A** and made a part hereof. The Village Manager is hereby authorized and

directed to take any and all such further actions as may be needed to complete the terms of the Sale Contract and to complete the closing and conveyance of title to this Property.

SECTION 5: This Ordinance shall be in full force and effect from and after the date of its passage, approval, publication in pamphlet form in the manner provided for by law.

ADOPTED this ____ day of ____, 2025, pursuant to a roll call vote as follows:

AYES:_____

NAYS:_____

ABSENT:_____

APPROVED by the Village Board of Trustees of the Village of Lake Zurich this ____ day of ____, 2025.

Tom Poynton
Mayor

ATTEST:

Kyle Kordell
Deputy Village Clerk

ACKNOWLEDGMENT(S)

**STATE OF ILLINOIS)
COUNTY OF COOK)**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the Village of Lake Zurich, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____ Notary Public _____

**STATE OF ILLINOIS)
COUNTY OF COOK)
SS**

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

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____

EXHIBIT A

REAL ESTATE SALES CONTRACT ATTACHED

REAL ESTATE SALES CONTRACT

THIS CONTRACT, dated _____, 2025 is made between the Village of Lake Zurich, an Illinois municipal corporation (the "VILLAGE"), and JumpCo LLC Park Ave. Series, 24197 N Echo Lake Rd, Lake Zurich, IL 60047 (the "BUYER"). This CONTRACT arises out of and is entered into for the purpose of the sale and transfer of the property addressed herein, subject to the terms below (the "CONTRACT").

The VILLAGE and BUYER agree as follows:

1. **SALE.** The VILLAGE agrees to sell and BUYER agrees to purchase from the VILLAGE, under the terms and conditions set forth in this CONTRACT, title to a single property with a common street address 85 South Old Rand Road, lot width of 46.6 feet and approximately 4,042 square feet in size, in Lake Zurich, Illinois in Lake County, Illinois and legally described as follows:

Lot 1 in Prospect Park, being E. R. Clark's Subdivision of part of the North ½ of Section 20, Township 43 North, Range 10, East of the Third Principal Meridian, according to the Plat thereof recorded July 18, 1891 as Document 46156, in Book "B" of Plats, Page 57, described as follows: To-wit: Beginning at the most Easterly corner of said Lot 1; thence Northwesterly along the Northeasterly line of said Lot 1, 46.6 feet; thence Southwesterly to the most Southerly corner of a tract of land conveyed by Isabelle Landwer to Lake Zurich Fire Department, Inc., dated August 16, 1949 and recorded August 19, 1914-9 as Document 677466; thence Southeasterly parallel to the Southwesterly line of said Lot 1, 47.4 feet, more or less, to the Southeasterly line of said Lot 1; thence Northeasterly to the point of beginning, in Lake County, Illinois.

Common street address: 85 South Old Rand Rd., Lake Zurich, Illinois 60047

Permanent Tax Parcel Index Number: 14-20-206-005-000

(the "Subject Property")

1. **PRICE.** The purchase price to be paid by BUYER to the VILLAGE is THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) (the "Purchase Price"). The Purchase Price shall be paid at Closing in cash or with certified funds. BUYER agrees to an earnest money deposit in the amount of 10% of the Purchase Price, to be deposited within 5 days of the execution of this CONTRACT.

2042645_1

2. **CONDITIONS OF SALE.** BUYER agrees to the following conditions:

- a. As a condition subsequent to the Closing in this matter, cooperation with the VILLAGE to complete a plat of consolidation combining and showing the parcel 14-20-200-017-000 owned by BUYER and parcel 14-20-206-005-000 acquired pursuant to this Contract (the "Consolidated Property"), said consolidation satisfying all County and applicable legal requirements. The VILLAGE agrees to bear the costs of the completion and filing of the plat of consolidation. BUYER acknowledges and agrees that it shall not be entitled to a building permit until the completion of the plat of consolidation with the VILLAGE. BUYER further hereby grants the VILLAGE a right of reverter to the Subject Property should BUYER fail to cooperate with the VILLAGE to allow completion the plat of consolidation. The obligations herein shall survive closing.
- b. The retention and reservation by the VILLAGE of a 20 foot wide utility easement, by appropriate instrument, along the northerly border of the Subject Property from South Old Rand Rd to Park Avenue. Said public utility easement and access rights to be further described and established as follows:

A 20 foot wide easement from South Old Rand Rd to Park Avenue to the VILLAGE over, under, upon and within the Subject Property for the operation of a [sewer/water main] and related facilities and appurtenances to provide for such operation, including rights to construct, replace, repair, maintain, inspect, remove and improve said [sewer/water main], along with rights of access over the Subject Property to exercise the above easement rights, the final description and location of said easement to be reviewed and approved by the VILLAGE prior to the Closing and conveyance of the Subject Property to BUYER.

3. **CLOSING DATE.** The Closing shall take place within 60 days of the execution of this CONTRACT, at the Lake Zurich Village Hall or at such location as is mutually agreed to by the parties. The Closing Date may be extended or modified by agreement of the parties. BUYER agrees to bear 100% of its costs of closing in this matter, except as otherwise expressly provided herein. Any of BUYER's costs and professional fees, including its attorney fees, shall be solely BUYER's responsibility.

2042645_1

4. **POSSESSION.** BUYER is entitled to possession at Closing.
5. **CONVEYANCE; DEED.** Title to the Subject Property shall be conveyed by the VILLAGE to BUYER, by recordable Special Warranty Deed. The deed will also state that possession of the Subject Property was delivered with its physical condition in "AS-IS, WHERE IS" condition. The Subject Property is presently exempt from real estate taxes and said exemption shall terminate upon conveyance of title from the VILLAGE to BUYER.
6. **SURVEY.** VILLAGE agrees to cause a survey of the Subject Property to be completed.
7. **TITLE INSURANCE.** The VILLAGE will be responsible for the Title Insurance Policy.
8. **PROPERTY DEVELOPMENT.** BUYER agrees to use reasonable commercial efforts to develop the Consolidated Property in compliance with Village building and zoning codes. The provisions of this paragraph shall survive Closing.
9. **PRORATIONS.** Any services, agreements, utilities and other items that are customarily prorated shall be prorated as of the Closing Date.
10. **CLOSING DOCUMENTS** The parties shall be responsible for the following documents at closing:

A. VILLAGE

- i. Standard seller closing documents.
- ii. The VILLAGE resolution or ordinance approving the execution and delivery of this CONTRACT.
- iii. Survey.
- iv. Title insurance policy.
- v. Special warranty deed.
- vi. Any other such documents that may be required by the title insurer for the Closing,

B. BUYER

- i. Standard BUYER closing documents.

2042645_1

- ii. Any other such documents that may be required of BUYER by the VILLAGE or the title insurer, if any, for the Closing.

10. REPRESENTATIONS OF VILLAGE. The VILLAGE represents to BUYER as to the following matters, are true and correct as of the date of this CONTRACT, and to be true and correct as of the Closing Date:

- A. **Violations of Zoning and Other Laws.** The VILLAGE has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- B. **Pending and Threatened Litigation.** There are no pending or, to the best knowledge and belief of the VILLAGE, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Subject Property.
- C. **Assessments.** There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and, to the best knowledge and belief of the VILLAGE, there are no special or general assessments pending against or affecting the Subject Property

11. PROPERTY SOLD IN “AS-IS, WHERE-IS” CONDITION. The VILLAGE sells and BUYER agrees to purchase and accept the Subject Property in “As-Is, Where-Is” condition, without any representations or warranties of any kind, express or implied, either oral or written other than as specifically set forth herein, made by the VILLAGE or any agent or representative of the VILLAGE with respect to the physical, environmental or structural condition of the Subject Property, including, without limitation, layout, square footage, zoning, use and occupancy restrictions, easements, susceptibility to flooding or with respect to the existence or absence of toxic, hazardous or petroleum materials, substances or wastes (including, but not limited to, asbestos) in, on, under, or affecting the Property. Except as is otherwise expressly set forth in these terms and conditions, neither the VILLAGE nor any agent of the VILLAGE has made or hereby makes any warranty or representation whatsoever, and the VILLAGE and its agents hereby disclaim any implied warranties regarding fitness for a particular purpose, condition or improvements, quality or merchantability of the Subject Property or any portion thereof. The VILLAGE makes no warranty or representation whatsoever other than as specifically set forth herein and disclaims any implied warranty regarding the fitness for particular purpose, quality or merchantability of the Subject Property or any portion thereof. BUYER

2042645_1

agrees to take the Subject Property "As-Is, Where-Is" and in so agreeing BUYER acknowledges and represents that BUYER has inspected, or has had the opportunity to inspect, and is satisfied with the condition of the Subject Property. In so doing, BUYER acknowledges that BUYER has had the opportunity to retain at BUYER's sole cost and expense, such experts and agents to assist in any desired due diligence inspections and has completed BUYER's desired due diligence and hereby waives any further inspections of the Subject Property. Except as expressly set forth in these terms and conditions, the BUYER is required to take the Property, "As Is," "Where Is," and in so agreeing, the BUYER acknowledges and represents that BUYER has performed or will perform investigations of the Subject Property to its satisfaction and has performed or will perform such investigations as BUYER deems appropriate, if any, into the conditions affecting the Subject Property, including without limitation, the conditions described above. In so doing, the BUYER represents that BUYER has retained or has the right to retain, at BUYER's sole cost and expense, such experts and consultants to assist in such investigations as BUYER deems appropriate. In agreeing to purchase the Subject Property "As Is," "Where Is" and without representation or warranty, express or implied, oral or written, except as expressly set forth in these terms and conditions, the BUYER acknowledges and represents that BUYER has factored the "As Is," "Where Is" condition of the Subject Property into the price the BUYER agrees to pay for the Subject Property and is satisfied with the same. BUYER further acknowledges that BUYER has had a full and fair opportunity to conduct any inspections of the Subject Property and to consult with legal counsel or other consultants of BUYER's choice.

12. ENVIRONMENTAL DISCLAIMER. Except as otherwise set forth herein, the VILLAGE makes no warranties or representations regarding, nor does it indemnify the BUYER with respect to, the existence or nonexistence on or in the vicinity of the Subject Property, of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Subject Property, as well as any activity claimed to have been undertaken on or in the vicinity of the Subject Property, that would cause or contribute to causing (1) the

2042645_1

Subject Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Subject Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 *et seq.*, or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Subject Property, within the meaning of, or otherwise bring the Subject Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 *et seq.*, or any similar State law or local ordinance. Further, the VILLAGE makes no warranties or representations regarding, nor does the VILLAGE indemnify the BUYER with respect to, the existence or nonexistence on or in the vicinity of the Subject Property, or anywhere within the Subject Property, of any substances or conditions in or on the Subject Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The VILLAGE makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Subject Property, or whether any above or underground tanks have been located under, in or about the Subject Property have subsequently been removed or filled. The VILLAGE warrants and represents to BUYER that it has not received notice, other than as already provided to the BUYER by the VILLAGE in any environmental reports provided to the BUYER by the VILLAGE, from any agency, individual or entity of any violation of any environmental law relating to any Hazardous Substances affecting the Subject Property.

13. WAIVER. The BUYER waives any claims against the VILLAGE, and their officials and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the land comprising the Subject Property.

14. NO PERSONAL LIABILITY. No liability, right or claim at law or inequity shall attach to or shall be incurred by the VILLAGE's Mayor, Trustees, officers, officials, attorneys, agents and/or employees, and any such rights or claims of the BUYER against the VILLAGE's Mayor, Trustees, officers, officials, attorneys, agents and/or employees are hereby expressly waived and released as a condition of and as consideration for the execution of the CONTRACT by the VILLAGE.

2042645_1

15. BINDING EFFECT. This CONTRACT shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, successor or future owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.

16. BROKERAGE. There has been no real estate broker involved in this sale on behalf of the VILLAGE. BUYER shall bear any costs or fees of any realtor utilized by BUYER.

17. NOTICES. All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if (a) personally delivered, (b) sent by email, receipted delivery (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the parties to this CONTRACT at the addresses set forth below or at such other addresses as may be designated in writing. Notices served by email transmission shall be deemed received on the actual date of receipt of the facsimile, provided they are sent during normal business hours (9:00 a.m. to 5:00 p.m.) on Monday through Friday. Either party may change its address for notice purposes by giving notice to that effect in the manner set forth herein, provided such change of address shall not be deemed received until actual receipt thereof by the addressee. Notices sent by or to the VILLAGE's attorney or BUYER's attorney by email, receipted delivery, shall constitute effective notice hereunder.

If to the Village:

Michael Duebner
Assistant Manager
70 East Main Street
Lake Zurich, Il. 60047
Email: michael.duebner@lakezurich.org

With a copy to:
Scott Uhler
120 S. LaSalle St. Ste. 1710
Chicago, Il. 60603
Email: sfuhler@ktjlaw.com

If to the BUYER:

2042645_1

Alex Jump
Jumpco LLC Park Ave. Series
24197 N Echo Lake Rd
Lake Zurich, IL 60047

18. UVPRA. The Uniform Vendor and Purchaser Risk Act of Illinois is applicable to this sale.

19. MISCELLANEOUS.

- A. Time is of the essence of this CONTRACT.
- B. Wherever under the terms and provisions of this CONTRACT the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.
- C. This CONTRACT may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same CONTRACT.
- D. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, and any court proceedings between the Parties hereto shall be brought in Lake County, Illinois.
- E. The terms of paragraphs 11 through 15 shall survive the termination of this Agreement.
- F. In the event any term or provision of this CONTRACT shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this CONTRACT shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- G. The parties warrant and represent that the execution, delivery and performance under this CONTRACT is pursuant to authority validly and duly conferred upon the parties and the signatories hereto.
- H. This CONTRACT shall be deemed dated and become effective on the date that Mayor and Village Clerk sign this CONTRACT.
- I. The VILLAGE and the BUYER each agree to execute, acknowledge or cause to be done such acts or supplemental documents as may be reasonably required for the implementation and completion of this Agreement.

IN WITNESS WHEREOF, the Village of Lake Zurich, an Illinois municipal corporation, and the BUYER, have signed this CONTRACT below.

2042645_1

VILLAGE OF LAKE ZURICH,
an Illinois Municipal Corporation

JUMPCO LLC PARK AVE. SERIES

By: _____

By: _____

Name: _____

Name: _____

Title: Mayor

Title: _____

Date: _____

Date: _____

ATTEST:

BY: _____
Village Clerk

2042645_1

ACKNOWLEDGMENT(S)

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the Village of Lake Zurich, and _____, personally known to me to be the Village Clerk of the Village of Lake Zurich, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and signed and delivered this CONTRACT as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____
Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF LAKE)

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

GIVEN under my hand and official seal, this _____ day of _____, 2025.

2042645_1

Commission expires _____
Notary Public

2042645_1



At the Heart of Community

OFFICE OF THE VILLAGE MANAGER

70 East Main Street
Lake Zurich, Illinois 60047

(847) 438-5141
LakeZurich.org

Date: April 2, 2025
To: Ray Keller, Village Manager *PK*
From: Michael Duebner, Assistant Village Manager
Subject: Real Estate Sale of 173 W. Main Street

AGENDA ITEM
7b

Issue: Derick Goodman representing THG Holdings LLC or Nominee, 747 Lake Cook Rd 100W, Deerfield, IL 60015, has requested to purchase 10 parcels of real estate consisting of approximately 1.7 acres with a common street address of 173 W. Main Street also known as Block-A for future development.

Analysis: In 2004 and 2006, The Village acquired ten parcels, designated as 173 W. Main Street, as part of its downtown redevelopment strategy. Subsequently, all existing structures on the acquired land were demolished, leaving the parcels vacant. The site has been publicly advertised for sale on the Village's website and Loopnet. In February 2025, Derick Goodman approached The Village with an offer to purchase the site for a townhome development, initiating subsequent negotiations.

The total purchase price to be paid by THG Holdings LLC is \$1,050,000, with a \$25,000 deposit. THG Holdings LLC will bear the entirety of the closing costs. Upon the date of the sale, THG Holdings LLC will commence a 90-day feasibility period during which they may enter the property to review and investigate engineering and environmental risks associated with their intended use of the property at their own expense.

If the contract is not terminated during the feasibility period, the developer will have a 120-day approval period to obtain entitlements, including engineering and architectural approval from the Village, for a planned unit development with a minimum of 18 townhomes and a 10,000 square foot commercial building that complies with all Village requirements and standards. This approval period may be extended at the buyer's request to accommodate delays by the Village due to canceled or rescheduled reviews or meetings. Further details of the purchase are memorialized in the attached Real Estate Sales Contract.

Recommendation: Staff is requesting the Village Board approve the resolution approving the sale of the parcels identified as 173 W. Main Street to THG Holdings LLC or Nominee and permission to execute necessary closing documents.

Attachment: Resolution Approving Sale
Real Estate Sales Contract

RESOLUTION NO. 2025-04-100

**A RESOLUTION APPROVING SALE OF Property AND AUTHORIZING
EXECUTION OF SALE Contract
(173 W Main Street, Lake Zurich, Illinois)**

WHEREAS, the Village of Lake Zurich, Lake County, Illinois ("Village") is an Illinois municipality, with authority to operate pursuant to Article 1 of the Illinois Constitution, the Illinois Municipal Code and applicable law; and

WHEREAS, pursuant to the Illinois Municipal Code and Illinois Constitution, the Village is authorized to sell real property pursuant to the terms and conditions set forth in the attached Sale Contract, as negotiated by and between the Village and THG Holdings LLC or Nominee, 747 Lake Cook Rd 100W, Deerfield, IL 60015 ("Buyer"); and

WHEREAS, the Mayor and Village Board of Trustees have determined that the sale of that certain property located at 173 W. Main Street in the Village of Lake Zurich ("Property"), owned by the Village, to Buyer, is for a commercially reasonable price, and is in the best interests of the residents of the Village; and

WHEREAS the Mayor and Village Board of Trustees hereby approve and agree on this Sale Contract, and this process for the sale of these properties; and

WHEREAS, the Mayor and Village Board of Trustees have determined that for development and economic purposes in the Village, and for a commercially reasonable price, it is necessary and desirable to approve the sale of the Property, as further described in and pursuant to the terms of that Real Estate Sales Contract attached hereto as **EXHIBIT A** and made a part hereof; and

WHEREAS, the Mayor and Village Board of Trustees and Buyer have agreed on a sale price and related terms for the Property, all as set forth in that Real Estate Sales Contract attached hereto as **EXHIBIT A**.

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

SECTION 1: That the recitals set forth hereinabove are hereby adopted and incorporated as if fully set forth herein.

SECTION 2: That pursuant to the authority vested in the corporate authorities of the Village of Lake Zurich, pursuant to the Illinois Municipal Code and applicable law, it is necessary and desirable for the Village to sell the Property to Buyer, pursuant to the terms and conditions set forth in that Real Estate Sales Contract attached hereto as **EXHIBIT A** and made a part hereof.

SECTION 3: The Mayor and Village Board of Trustees hereby approve the sale of the Property pursuant to the Real Estate Sales Contract attached hereto as **EXHIBIT A**.

SECTION 4: That for and on behalf of the Village Board of Trustees, the Mayor and the Village Clerk are hereby authorized and directed to execute the Real Estate Sales Contract attached hereto as EXHIBIT A and made a part hereof. The Village Manager is hereby authorized and directed to take any and all such further actions as may be needed to complete the terms of the Sale Contract and to complete the closing and conveyance of title to this Property.

SECTION 5: This Ordinance shall be in full force and effect from and after the date of its passage, approval, publication in pamphlet form in the manner provided for by law.

ADOPTED this ____ day of ____, 2025, pursuant to a roll call vote as follows:

AYES: _____

NAYS: _____

ABSENT: _____

APPROVED by the Village Board of Trustees of the Village of Lake Zurich this ____ day of ____,
2025.

Tom Poynton
Mayor

ATTEST:

Kathleen Johnson
Village Clerk

ACKNOWLEDGMENT(S)

**STATE OF ILLINOIS)
) SS
COUNTY OF COOK)**

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the Village of Lake Zurich, and _____, personally known to me to be the Village Clerk of said municipal corporation, and personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that as such Mayor and Village Clerk, they signed and delivered the said instrument and caused the corporate seal of said municipal corporation to be affixed thereto, pursuant to authority given by the Village Council of said municipal corporation, as their free and voluntary act, and as the free and voluntary act and deed of said municipal corporation, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____
Notary Public

**STATE OF ILLINOIS)
) SS
COUNTY OF COOK)**

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

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____
Notary Public

EXHIBIT A

REAL ESTATE SALES CONTRACT ATTACHED

REAL ESTATE SALES CONTRACT
173 W. Main Street

THIS CONTRACT is made as of the Contract Date (defined below, at Section 18, H) between the Village of Lake Zurich, an Illinois municipal corporation (hereinafter referred to as "Village"), as Seller, and THG Holdings LLC or Nominee, 747 Lake Cook Rd 100W, Deerfield, IL 60015 (hereinafter referred to as "Buyer"). This Contract is entered into for the purpose of the sale and transfer of the Property defined below, subject to the terms hereof (hereinafter referred to as "Contract").

The Village and Buyer agree as follows:

- I. **SALE.** The Village agrees to sell, and Buyer agrees to purchase from the Village, under the terms and conditions set forth in this Contract, ten (10) compact and contiguous parcels of real estate consisting of approximately 1.7 acres, with a common street address of 173 W. Main Street in Lake Zurich, Illinois in Lake County, Illinois, and with the following permanent tax parcel index numbers:

1420105001, 1420105002, 1420105003, 1420105004, 1420105005, 1420105006,
1420105017, 1420105010, 1420105011, 1420105012;

(collectively, the "Property"). The legal description of the Property is attached hereto as Exhibit "A" and will be finalized by surveyor and Title Company.

The Village shall sell, and Buyer agrees to purchase and accept the Property in "AS-IS, WHERE-IS" condition, without any representations or warranties of any kind, express or implied, either oral or written other than as specifically set forth herein, made by the Village or any agent or representative of the Village with respect to the physical, environmental or structural condition of the Property, including, without limitation, layout, square footage, zoning, use and occupancy restrictions, easements, susceptibility to flooding or with respect to the existence or absence of toxic or hazardous materials, substances or wastes in, on, under or affecting the Property. The Village makes no warranty or representation whatsoever other than as specifically set forth herein and disclaims any implied warranty regarding the fitness for particular purpose, quality or merchantability of the Property or any portion thereof. Buyer agrees to take the Property "AS-IS, WHERE-IS" and in so agreeing Buyer acknowledges and represents that he has inspected or is satisfied with the condition of the Property. In so doing, Buyer acknowledges that it will have the opportunity to retain at Buyer's sole cost and expense, such experts and agents to assist in any desired due diligence inspections and investigations as it has deemed appropriate.

- II. **PRICE.** The total purchase price to be paid by Buyer to the Village is ONE MILLION FIFTY THOUSAND DOLLARS (\$1,050,000.00) (the "Purchase Price"). The Purchase Price, adjusted for credits and prorations, shall be paid at Closing (defined below) with immediately available funds. Buyer agrees to an earnest money deposit in the amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) (the "Earnest Money"). The Earnest

Money shall be deposited in a sole order escrow by Buyer at ATA Title, 175 E. Hawthorn Pkwy, Suite 135, Vernon Hills Illinois ("Title Insurer"), within 5 days after the Contract Date.

III. CONDITIONS OF SALE.

- A. Not later than 30 thirty-five (35) days after the Contract Date, Village shall cause to be delivered to Buyer the following documents:
 - i. A fully executed version of this Contract.
 - ii. A current title commitment for the Property from the Title Insurer for an ALTA Form B owner's policy in the amount of the Purchase Price at Village's sole cost and expense. Buyer shall have fifteen (15) days after receipt of the last of the Title Commitment, recorded documents and Survey (the "Review Period") in which to notify Village in writing of any objections Buyer has to any matters shown or referred to in the Title Commitment and/or Survey. Any matters which are set forth in the Title Commitment and/or Survey and to which Buyer does not object within the Review Period shall be deemed to be "Permitted Exceptions" hereunder. With regard to items to which Buyer does object in writing, Village shall have fifteen (15) days from the date of receipt of Buyer's notice of objections ("Cure Period") to either cure said objections or notify Buyer of Village's election not to cure any objections. Village's failure to respond to any one or more of Buyer's objections within the Cure Period shall be deemed a decision by Village to elect not to cure such objections (other than any Required Cure Items, as hereinafter defined). If Village so notifies Buyer of Village's election not to cure any said objections or fails to respond within the fifteen (15) day period, Buyer may either cancel this Agreement by written notice given to Village within fifteen (15) days from the receipt of said notice, or waive such objections and subject to the other terms hereof, proceed to Closing hereunder. Buyer's failure to make one of the elections described in the preceding sentence shall be deemed a decision by Buyer to waive the objections which Village elected not to cure. If Buyer cancels this Agreement, neither Party shall thereafter have any rights and/or obligations under this Agreement except as expressly provided to the contrary herein. Notwithstanding the foregoing and irrespective of whether Buyer provides notice to Village of the following in any title objection notice, Village shall be obligated to remove or satisfy (or cause the Title Company to affirmatively insure over) at Closing and at Village's sole cost and expense: (i) any mortgages or deeds to secure debt and other financing documents securing any financing which encumber the Property other than the mortgage lien held by the Bank to be released by compensation paid by Buyer; (ii) any and all mechanics or materialmen's liens or other monetary liens encumbering or affecting the Property (other than for real estate taxes not yet due and owing); and (iii) any and all judgment liens encumbering or affecting the Property or Village (collectively, the "Required Cure Items").

- iii. A current plat of survey for the Property in compliance with the current ALTA/NSPS Minimum Standards necessary to allow the Title Company to insure or endorse over survey exceptions by the Title Insurer at Village's sole cost and expense (the "Survey").
- iv. A complete set of Village approved engineering plans for the adjacent Main St. improvements.
- v. Any environmental reports or survey for the Property Village may have.

B. Commencing upon the date that Buyer provides Village written notice of receipt of all of the foregoing documents and for a period of 90 days thereafter ("Feasibility Period"), Buyer and Buyer's consultants and agents will have the right to enter upon the Property inspect the condition of the Property, including the right to conduct soil tests and to review and investigate engineering, planning, site planning, utilities, wetlands, environmental conditions and risk and other matters relative to Buyer's intended use of the Property. In addition, Buyer and its agents will have the right to contact and meet with local governmental officials in order to determine the feasibility of Buyer's intended use of the Property. All costs associated with Buyer's inspection shall be borne by Buyer. Buyer agrees to repair any damage to the Subject Property arising from these inspections and to indemnify, defend and hold Village harmless from and against all claims, costs, demands and expenses, including without limitation, reasonable attorneys' fees, court costs and other legal expenses, resulting from these inspections, provided, however, that the preceding indemnification shall not apply or extend to either (a) the mere discovery or legally required disclosure (or the consequences of such mere discovery or disclosure) of a preexisting environmental or physical condition at the Site or (b) the acts or omissions of Village and its employees, contractors, agents and representatives. If, after conducting such tests, investigations and reviews (including the condition of title) Buyer decides for any reason whatsoever not to proceed with the terms of the Contract and so notifies Village thereof on or before the expiration of the Feasibility Period, the Contract shall be terminated, all the earnest money will be returned to Buyer and neither party shall have any further obligation hereunder. In the absence of such termination notice, this inspection condition shall be deemed waived, and Buyer shall be deemed to be thoroughly acquainted and satisfied with the physical and environmental condition of the Property.

Except as otherwise set forth herein, the Village makes no warranties or representations regarding, nor does it indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Property, or anywhere within the TIF District of any toxic or hazardous substances of wastes, pollutants or contaminants (including, without limitation, asbestos, urea formaldehyde, the group of organic compounds known as polychlorinated biphenyls, petroleum products including gasoline, fuel oil, crude oil and various constituents of such products, or

any hazardous substance as defined in the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 U.S.C. §§ 9601-9657, as amended) (collectively, the "Hazardous Substances"). The foregoing disclaimer relates to any Hazardous Substance allegedly generated, treated, stored, released or disposed of, or otherwise placed, deposited in or located on or in the vicinity of the Property, or within the TIF District, as well as any activity claimed to have been undertaken on or in the vicinity of the Property, that would cause or contribute to causing (1) the Property to become a treatment, storage or disposal facility within the meaning of, or otherwise bring the Property within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. §6901 et seq., or any similar State law or local ordinance, (2) a release or threatened release of toxic or hazardous wastes or substances, pollutants or contaminants, from the Property, within the meaning of, or otherwise bring the Property within the ambit of, CERCLA, or any similar State law or local ordinance, or (3) the discharge of pollutants or effluents into any water source or system, the dredging or filling of any waters or the discharge into the air of any emissions, that would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq., or any similar State law or local ordinance. Further, the Village makes no warranties or representations regarding, nor does the Village indemnify the Owner with respect to, the existence or nonexistence on or in the vicinity of the Project, or anywhere within the Property or the TIF District, of any substances or conditions in or on the Property, that may support a claim or cause of action under RCRA, CERCLA, or any other federal, State or local environmental statutes, regulations, ordinances or other environmental regulatory requirements. The Village makes no representations or warranties regarding the existence of any above ground or underground tanks in or about the Property, or whether any above or underground tanks have been located under, in or about the Property have subsequently been removed or filled. The Village warrants and represents to Owner that it has not received notice, other than as already provided to the Owner by the Village in the environmental reports provided to the Owner by the Village, from any agency, individual or entity of any violation of any environmental law relating to any Hazardous Substances affecting the Property.

The Buyer hereby waives any claims against the Village, and their officials, employees and boards, for indemnification, contribution, reimbursement or other payments arising under federal, State and common law relating to the environmental condition of the land comprising the Property. This Section 3, B shall survive the termination of this Contract.

C. If the Contract is not terminated pursuant to the foregoing, Buyer will have one hundred and twenty (120) days ("Approval Period") from the date of the expiration of the Feasibility Period to obtain such governmental approvals (i.e. approvals from the Village, including engineering and architectural approval, and from any other governmental entities having jurisdiction over the development (of the

Property) to permit development of the Property as a planned unit development under the Village Codes, with a minimum of eighteen (18) townhomes and a 10,000 square foot commercial building as Buyer deems consistent with its intended use ("Approvals"). The Buyer will petition for Approvals pursuant to and in compliance with standard Village procedures, provided the Village shall have no obligation under this Contract to approve any particular development plan for the Property that does not meet all Village requirements and standards. If Buyer shall determine that it is unable to obtain the Approvals subject to conditions acceptable to Buyer, it may so notify the Village prior to the expiration of the Approval Period, in which event this Contract shall be deemed terminated, the earnest money shall be returned to Buyer and neither party shall have any further obligation to the other hereunder. With respect to Approvals required by the Village, if any delays in the approval process are caused by the Village such as canceled or rescheduled government review and/or approval meetings, the Approval Period may, at Buyer's request, be extended for a period equal to the aggregate time of such delays.

IV. CLOSING DATE. If the Contract is not otherwise terminated pursuant to the terms hereof, the Parties obligations to close shall become final and the closing of the transaction ("Closing") shall occur not later than thirty (30) days after the expiration of the Approval Period or at such other time as the parties shall agree. Closing shall take place through the office of the Title Insurer. Closing of the purchase of the Property shall be contingent on Village being able to deliver good and marketable title to the Property, by special warranty deed, at Closing so as to enable the title insurer to issue its owner's policy in favor of the Buyer consistent with the Title Commitment delivered by the Village pursuant to 3A above.

So long as this Contract remains in force, Village shall not lease, convey or otherwise transfer or encumber all or any portion of the Property. If Village cannot deliver such title, due to issues occurring subsequent to completion of the Title review and acceptance by Buyer pursuant to Section III above, the Buyer may terminate the Contract, have the earnest money fully refunded and receive from Village monetary reimbursement for any and all feasibility, engineering, planning, surveying, zoning, or any other costs associated with the development of the Property under the terms of the Contract.

V. CLOSING COSTS

A. Prorations, Adjustments & Costs.

- i. If applicable, real estate taxes shall be prorated as of 11:59 p.m. of the day proceeding Closing. The amount of the current real estate taxes not then ascertainable shall be adjusted based upon 100% of the amount of the most recent final full year real estate tax bill. Buyer shall be deemed owner of the Property on the Closing Date. All prorations under this Agreement shall be final.

ii. Unless provided otherwise hereinabove, such other items which are customarily prorated in a purchase and sale of the type contemplated hereunder shall be prorated as of the Closing Date.

B. The Buyer shall pay:

- i. All premiums for any title insurance endorsements (excluding extended coverage) to the Title Policy;
- ii. The charges of Buyer's counsel.
- iii. All customary Buyer costs and fees.

C. The Village shall pay:

- i. The cost of the base premium for an ALTA owner's title insurance policy in the amount of the Purchase Price, subject only to the permitted exceptions, and including extended coverage over standard exceptions (the "Title Policy"), but excluding any charges for endorsements to the Title Policy (other than the extended coverage endorsement);
- ii. If applicable, state and county transfer taxes; and
- iii. The charges of Village's counsel.

D. Escrow Fee

- i. Each party shall pay fifty percent (50%) of any escrow fee and any New York Style Closing fee charged by the Title Company; provided, however, Buyer shall pay any money lenders escrow fee, if any. Any municipal transfer tax shall be paid by the party as designated within the applicable municipal transfer tax ordinance.

VI. CLOSING. On or before the date for closing, the parties shall deliver the following to the Title Company:

A. Seller Deposits

- i. The Title Policy/Commitment.
- ii. Property Survey.
- iii. A properly executed and acknowledged, closing statement prepared by the Title Company, and of any other documents required by this Agreement.
- iv. Village authority documentation, a Village's affidavit, ALTA statement, owner's affidavit, "GAP" undertaking and any other documentation reasonably requested by the Title Company in order to confirm the authority of Village to consummate this transaction or to permit the Title Company to issue to Buyer the Title Policy.

- v. An affidavit, complying with the requirements of Section 1445 of the Internal Revenue Code, affirming that Village is not a "foreign person" as defined therein.

B. Buyer Deposits

- i. Such funds as may be required of Buyer to pay closing costs, full cost of any additional title insurance above the basic policy of title insurance amount and any endorsements thereto, and charges properly allocable to Buyer, less any amounts for which Buyer is to receive a credit.
- ii. Properly executed and acknowledged, closing statement prepared by the Title Company and of any other documents required by this Agreement;
- iii. Any other documentation reasonably requested by the Title Company to confirm the authority of Buyer to consummate this transaction or to permit the Title Company to issue the Title Policy.

C. Title Company. After the Title Company has received all of the items to be deposited with it, and when the Title Company is in a position to issue the Title Policy, the Title Company shall:

- i. Record the Deed instructing the Recorder's Office to return the recorded documents to Buyer.
- ii. Record any other instruments executed by the Parties or either of them which are contemplated by this Agreement to be placed of record.
- iii. Issue to Buyer a marked-up commitment and proforma policy obligating the Title Company to issue the Title Policy to Buyer and have such policy issued.
- iv. Charge Buyer for the cost of recording the Deed, and any other document to be recorded not needed to clear title, and for one half of the closing fee, if any and the cost for any endorsements requested by Buyer.
- v. Charge Village for the cost of issuing the Commitment with extended coverage and the Title Policy.
- vi. Prepare closing statements for Village and Buyer in accordance with the provisions of this Agreement (indicating deposits, credits and charges), including the allocation of real property taxes) and deliver the same, together with a disbursement of funds, to the appropriate Party.
- vii. Deliver the Title Policy to Buyer as soon as reasonably practicable.

Any supplemental closing instructions given by either Party shall also be followed by the Title Company, provided they do not conflict with any instructions set forth herein or are consented to in writing by the other Party.

VII. POSSESSION. Except as otherwise stated herein, the Village represents and warrants that it has the sole and exclusive right to possession of the Property, and sole and exclusive

possession shall be delivered to Buyer at the Closing in "AS, IS, WHERE IS" condition, free and clear of any leases, licenses, occupancies, tenants and/or occupants.

VIII. **CONVEYANCE; DEED.** Title to the Property shall be conveyed to Buyer, by recordable Special Warranty Deed. Village shall deliver to Buyer and the Title Company, at least ten (10) days before Closing, a copy of the proposed Special Warranty Deed (the "Deed") which shall be in recordable form, and which shall convey good and marketable record title to the Property to Buyer, subject only to covenants, conditions and restrictions of record (and not objected to by Buyer, in accordance with Section 3, A, ii above) private, public and utility easements of record; and those Permitted Exceptions listed on the Commitment as set forth hereinabove. The deed will also state that possession of the Property was delivered with its physical condition in "AS-IS, WHERE IS" condition. The Property is presently exempt from real estate taxes and said exemption shall terminate upon conveyance of title from the Village to Buyer.

IX. **PROPERTY DEVELOPMENT.** Buyer agrees to use all reasonable commercial efforts to complete development of the property within 2-years of the execution of closing in compliance with Village building and zoning codes.

X. **UTILITIES.** Any service Contracts, utilities and other items that are customarily prorated shall be prorated as of the Closing Date.

A. Village

- i. The Resolutions approving the execution and delivery of this Contract and the granting of the Approvals;
- ii. Any other documents that may be required by the title insurer for the Closing; and
- iii. Such other documents as may be reasonably requested by Buyer to fulfill his obligations under this Contract, provided such matters involve no additional expense to the Village.

B. Buyer

- i. Any other such documents that may be reasonably required by the Village or the title insurer for the Closing.

XI. **DISCLAIMER OF WARRANTIES.** Except as otherwise expressly stated in this Contract, Village hereby disclaims any warranty, oral or written, concerning (i) the nature and condition of the Property and the suitability thereof for any and all activities and uses which Buyer may elect to conduct thereon, (ii) the manner, construction, condition and state of repair or lack of repair of the Property, and (iii) the nature and extent of any right-of-way, license, reservation or conditions to the benefit of the Property owner, it being specifically understood that Buyer has fully inspected and evaluated, or has the

opportunity to, and has accepted the Site "AS IS, WHERE IS". The sale of the Property as provided for herein is made on an "AS IS WHERE IS" basis, and Buyer expressly acknowledges that, in consideration of the agreements of Village herein, Village MAKES NO WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO, ANY WARRANTY OF QUANTITY, QUALITY, CONDITION, HABITABILITY, MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. The provisions of this Paragraph shall survive the Closing and delivery of the Deed and any termination of this Agreement.

XII. COVENANTS, REPRESENTATIONS AND WARRANTIES OF VILLAGE. The Village covenants, represents and warrants to Buyer as to the following matters, each of which is so warranted to be true and correct as of the date of this Contract, and also to be true and correct as of the Closing Date:

- A. **Violations of Zoning and Other Laws.** The Village has received no notice, written or otherwise, from any governmental agency alleging any violations of any statute, ordinance, regulation or code.
- B. **Pending and Threatened Litigation.** There are no pending or, to the best knowledge and belief of the Village, threatened matters of litigation, administrative action or examination, claim or demand whatsoever relating to the Property.
- C. **Access to Property, Easements and Utilities.** Except as otherwise stated herein, no fact or condition exists which would result in the termination or impairment of access to the Property from adjoining public or private streets or ways.
- D. **Assessments.** There are no public improvements in the nature of off-site improvements, or otherwise, which have been ordered to be made and/or which have not heretofore been assessed and, to the best knowledge and belief of the Village, there are no special or general assessments pending against or affecting the Property.
- E. **Mechanic's Liens.** All bills and invoices for labor and material of any kind relating to the Property have been paid in full, and there are no mechanic's liens or other claims outstanding or available to any party in connection with the Property.
- F. **Governmental Obligations.** To the best knowledge of the Village, there are no unperformed obligations relative to the Property outstanding to any governmental or quasi-governmental body or authority.

XIII. COVENANTS, REPRESENTATIONS AND WARRANTIES OF BUYER. Buyer warrants and represents to Village that the following statements are true and accurate:

- A. Buyer is an Illinois limited liability corporation in good standing and Buyer has the full capacity, right, power and authority to execute, deliver and perform this Agreement and all documents to be executed by Buyer pursuant hereto, and all required actions and approvals therefor have been duly taken and obtained. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.
- B. This Agreement and all documents to be executed pursuant hereto by Buyer are and shall be binding upon and enforceable against Buyer in accordance with their respective terms.
- C. Buyer has not (i) made a general assignment for the benefit of creditors, (ii) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by Buyer's creditors, (iii) suffered the appointment of a receiver to take possession of all or substantially all of Buyer's assets, (iv) suffered the attachment or other judicial seizure of all, or substantially all, of Buyer's assets, (v) admitted in writing its inability to pay its debts as they come due, or (vi) made an offer of settlement, extension or composition to its creditors generally.

XIV. NOTICES. All notices required to be delivered hereunder shall be in writing and shall be deemed sufficient if (a) personally delivered, (b) sent by email, receipted delivery (c) sent by a nationally recognized overnight courier, or (d) sent by certified mail, return receipt requested, postage prepaid and addressed to the parties to this Contract at the addresses set forth below or at such other addresses as may be designated in writing. Notices served by email transmission shall be deemed received on the actual date of receipt of the facsimile, provided they are sent during normal business hours (9:00 a.m. to 5:00 p.m.) on Monday through Friday. Either party may change its address for notice purposes by giving notice to that effect in the manner set forth herein, provided such change of address shall not be deemed received until actual receipt thereof by the addressee. Notices sent by or to the Village's attorney or Buyer's attorney by email, receipted delivery, shall constitute effective notice hereunder.

If to the Village:

Michael Duebner
 Assistant Manager
 70 East Main Street
 Lake Zurich, Il. 60047
 Email: michael.duebner@lakezurich.org

With a copy to:
 Scott Uhler
 120 S. LaSalle St. Ste. 1710
 Chicago, Il. 60603
 Email: suhler@ktjlaw.com

If to the Buyer:

Derick Goodman
THG Holdings LLC
747 Lake Cook Rd 100W
Deerfield, IL 60015
dgoodman@thehurongroup.com

With a copy to:

David L. Shaw
Horwitz Goldstone & Shaw LLC
1528 Shermer Rd
Northbrook, IL 60062
dshaw@hgslegal.com

XV. PROPERTY CONDITION. The Village is selling and Buyer agreeing to purchase and accept the Property in "AS-IS, WHERE-IS" condition, including any and all environmental conditions associated with the same.

XVI. DEFAULT. If this transaction fails to Close as a result of a material default by a Party with respect to any of the terms of this Agreement, and such material default continues for a period of ten (10) days after the non-defaulting Party notifies the defaulting Party in writing of such event, the non-defaulting Party may, at its option, elect to proceed under A, B or C below:

- A. Terminate this Agreement upon written notice to defaulting Party, in which event, except as otherwise provided in this Agreement, i) if the Village defaults for convenience, then the Deposit shall be returned to Buyer, and expenses incurred by the Buyer not to exceed \$100,000 ii) if the defaulting Party is the Buyer, then Village shall retain the Deposit and in either event, such shall be the sole and exclusive remedy of the non-defaulting Party and neither Party shall have any further rights or obligations under this Agreement, or
- B. File suit to enforce specific performance of the obligations under this Agreement, including specifically the conveyance of the Site; or
- C. Pursue any and all other remedies available to the non-defaulting Party at law or in equity.

XVII. ENFORCEMENT. If either Party brings an action at law or in equity to enforce or interpret this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorney's fees and court costs for all stages of litigation, including, but not limited to, appellate proceedings, in addition to any other remedy granted.

XVIII. MISCELLANEOUS.

- A. Time is of the essence of this Contract.
- B. Wherever under the terms and provisions of this Contract the time for performance falls upon a Saturday, Sunday or legal holiday, such time for performance shall be extended to the next business day.
- C. This Contract may be executed in counterparts, each of which shall constitute an original, but all together shall constitute one and the same Contract.
- D. This Contract shall be governed by the laws of Illinois with judicial venue located in Lake County, Illinois.
- E. The captions at the beginning of the several paragraphs, respectively, are for convenience in locating the context, but are not part of the context.
- F. In the event any term or provision of this Contract shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Contract shall not be affected thereby, but each such term and provision shall be valid and shall remain in full force and effect.
- G. The parties warrant and represent that the execution, delivery and performance under this Contract is pursuant to authority validly and duly conferred upon the parties and the signatories hereto.
- H. This Contract shall be deemed dated and become effective on the date that the last of the parties shall sign as shown below. Execution by the Village shall be valid upon execution by the Mayor and Village Clerk.
- I. This Contract shall inure to the benefit of and shall be binding upon the heirs, legatees, transferees, assigns, personal representatives, successor or future owners, agents, administrators, executors and/or successors in interest of any kind whatsoever of the parties hereto.
- J. There has been no real estate broker involved in this sale on behalf of the Village. Buyer shall bear any costs of any realtor utilized by Buyer.
- K. The Uniform Vendor and Buyer Risk Act of Illinois is applicable to this sale.

IN WITNESS WHEREOF, the undersigned Village of Lake Zurich, an Illinois municipal corporation, and the Buyer, have hereby executed this Contract.

VILLAGE OF LAKE ZURICH,
an Illinois Municipal Corporation

Mayor

Attest:

Village Clerk

THG Holdings LLC,
an Illinois Limited Liability Company

By: Its duly authorized member

Attest:

By:

ACKNOWLEDGMENTS

I, the undersigned, a Notary Public, in and for the County and State aforesaid, DO HEREBY CERTIFY that _____, personally known to me to be the Mayor of the Village of Lake Zurich, and _____, personally known to me to be the Village Clerk of said municipal corporation, they signed and delivered this Real Estate Sales Contract, as their free and voluntary act, for the uses and purposes therein set forth.

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____
Notary Public

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

GIVEN under my hand and official seal, this _____ day of _____, 2025.

Commission expires _____
Notary Public



PARKS & RECREATION DEPARTMENT

200 S. Rand Road
Lake Zurich, Illinois 60047

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

At the Heart of Community

MEMORANDUM

Date: April 7, 2025

To: Ray Keller, Village Manager *PK*

From: Bonnie Caputo, Recreation Director

Subject: **Bid Award: Paulus Park OSLAD Paulus Park Grant Project Construction**

AGENDA ITEM
7C

Issue: The FY 2025 budget includes \$3,400,000 in the Capital Fund for Paulus Park Improvements/Playground as part of the Open Space Land Acquisitions and Development (OSLAD) grant program thru the State of Illinois.

Background: In August 2023, the Village of Lake Zurich applied for the OSLAD grant program for continued improvements at Paulus Park. The grant projects identified through community engagement sessions, review of the Open Space Master plan and staff feedback included: shoreline restoration on the Northern end of the property with the creation of an outcropping, renovation of the splash pad including abandonment of the confined space, underground pump room, creation of a new pump house and gathering space with game tables for the splash pad, addition of a bandshell on the stage in the center of the park (including sound and lighting), addition of baggo courts and site landscaping. The cost opinion within the IDNR application to fund the project, provided to the Village Board at their August 21, 2023 meeting, outlined \$3.8 million dollars in improvements to Paulus Park (design, engineering and construction costs).

The Village of Lake Zurich was awarded a \$600,000 OSLAD grant (50% matching grant) and entered into an agreement with the State of Illinois in March of 2024 with the approved grant projects to be fully completed within a 24-month period (no later than March 31, 2026 per the agreement). In April 2024, Hitchcock Design Group was hired to provide design development, construction documents, permitting, bidding and construction administration for the improvements identified in the Paulus Park OSLAD grant.

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

Goal #4 – Service Sustainability: Continue to enhance recreational program offerings and park facilities to support current and future needs.

Analysis: In March 2025, Hitchcock Design Group invited bids for the OSLAD-approved Paulus Park projects. The bid opening took place on March 28, 2025, with the Village receiving six (6) bids. The bid results provided below include the outcomes for Base Bid #1, Base Bid #2, Alternate #2, Alternate #4, and Alternate #10. Based on these results, Stuckey Construction Company Inc. of Waukegan, IL submitted the lowest responsible bid.

Base Bid #1 covers the costs for the shoreline restoration, splash pad, band shell, baggo courts, outcropping, and landscaping. Base Bid #2 includes the costs for constructing the facility to house the splash pad pumps, an additional public restroom (per IDPH standards, required due to the square footage of the splash pad), and the guard area.

The attached bid results also detail 10 alternates:

- Alternate #1: Splash pad shade sail
- Alternate #2: ADA beach pathways/plaza
- Alternate #3: Metal Village emblem for the pump house facility
- Alternate #4: Band shell stone veneer back wall and columns
- Alternate #5: Overlook stone veneer seat wall
- Alternate #6: Splash pad water heater
- Alternate #7: Aluminum windows at the pump house facility
- Alternate #8: Motorized coiling doors at the pump house
- Alternate #9: Ceramic tile in the public restroom area of the pump house
- Alternate #10: Band shell storage building for lighting and sound

The construction bids received were higher than initially estimated. Staff believe that increased labor and material costs, general inflation and economic uncertainty are all contributing to the escalated bid amounts. To align the project with the available resources, Staff recommends moving forward with Base Bids #1 and #2, and including Alternate #2 (ADA pathways/plaza), reflecting direct community feedback for increased accessibility and the potential for ADA funding eligibility. Staff also included Alternates #4 (band shell back wall) and #10 (band shell storage building) to complete the band shell area with permanent facilities to accommodate lighting and sound systems.

Bidder Name	BASE BID #1	BASE BID #2	Alternate #2: ADA Pathway & Plaza	Alternate #4: Band Shell Wall & Columns	Alternate #10: Band Shell Storage	Total (BASE BID #1 & #2 + Alternate #2, 4 & 10)
Stuckey Construction Company, Inc	\$2,564,900	\$746,000	\$164,000	\$153,000	\$54,000	\$3,681,900
E.P. Doyle & Sons LLC	\$2,867,216	\$658,149	\$198,787	\$124,952	\$33,537	\$3,882,641

Clauss Brothers Inc.	\$2,740,959.65	\$0	\$249,727.50	\$155,692.30	\$67,634.95	\$3,214,014.40
Landworks Ltd.	\$2,799,717	\$0	\$231,100	\$235,676	\$45,856	\$ 3,312,349
Schaeffges Brothers Inc.	\$3,027,000	\$698,000	\$222,327	\$213,311	\$36,975	\$4,197,613
Copenhaver Construction	\$3,332,371	\$772,000	\$158,760	\$186,140	\$47,500	\$4,496,771

The construction bid award with a 10% contingency totals \$4,050,090, to be expended over FY 2025-2026. The Village budgeted \$3.4 million in FY 2025 to start construction, to be supplemented by \$232,940 for project elements that are eligible for SRA funding. Staff will budget for the remaining project balance, reflecting what work remains to be completed and whether the contingency will be needed, in the FY 2026 Capital Projects Fund. In total, Staff project that the Village will invest \$3.6 million from its Capital Project Fund (FY 2025-2026) to complete the proposed Paulus Park improvements.

Recommendation: Award a contract for the OSLAD Paulus Park Grant Project Construction to Stuckey Construction Company, Inc. of Waukegan, Illinois for the base bid #1, base bid #2, and alternates #2, #4, and #10 for a project total, including a 10% construction contingency, not to exceed of \$4,050,090.

W/Attachments:

1. Hitchcock Design Group Bid Summary- Bid Tabulation
2. Bid Submittal – Stuckey Construction Company Inc.

BID: Paulus Park**Due: March 28, 2025 10:00 a.m.**

BIDDER	Bid Amount	Bond
Copenhaver Construction 75 Koppie Dr. Gilberts, IL 60136	\$ 3,332,371.00 Architecture - \$772,000.00 Alt 1 - \$41,400.00 Alt 2 - \$158,760.00 Alt 3 - \$11,000.00 Alt 4 - \$186,140.00 Alt 5 - \$46,300.00 Alt 6 - \$51,000.00 Alt 7 - \$12,000.00 Alt 8 - \$16,000.00 Alt 9 - \$12,000.00 Alt 10 - \$47,500.00	Yes 03-28-25 9:11 a.m.
E.P. Doyle & Sons LLC 1100 Wheaton Oaks Ct. Wheaton, IL 60187	\$ 2,867,216.00 Architecture - \$658,149.00 Alt 1 - \$45,738.00 Alt 2 - \$198,787.00 Alt 3 - \$14,774.00 Alt 4 - \$124,952.00 Alt 5 - \$18,160.00 Alt 6 - \$73,561.00 Alt 7 - \$5,132.00 Alt 8 - \$11,760.00 Alt 9 - \$6,178.00 Alt 10 - \$33,537.00	Yes 03-28-25 9:42 a.m.
Stuckey Construction Co Inc 2020 N. Lewis Ave. Waukegan, IL 60087	\$ 2,564,900.00 Architecture - \$746,000.00 Alt 1 - \$34,000.00 Alt 2 - \$164,000.00 Alt 3 - \$11,000.00 Alt 4 - \$153,000.00 Alt 5 - \$38,000.00 Alt 6 - \$60,000.00 Alt 7 - \$10,000.00 Alt 8 - \$8,000.00 Alt 9 - \$8,000.00 Alt 10 - \$54,000.00	Yes 03-28-25 9:48 a.m.

BID: Paulus Park**Due: March 28, 2025 10:00 a.m.**

BIDDER	Bid Amount	Bond
Copenhaver Construction Clauss Brothers Inc 12N330 Switzer Rd. Elgin, IL 60124	\$ 3,332,371.00 \$ 2,740,959.65 Architecture - \$0 Alt 1 - \$28,700.00 Alt 2 - \$249,727.50 Alt 3 - \$10,800.00 Alt 4 - \$155,692.30 Alt 5 - \$6,264.00 Alt 6 - \$77,900.00 Alt 7 - \$0 Alt 8 - \$0 Alt 9 - \$0 Alt 10 - \$67,634.95	Yes 03-28-25 9:50 a.m.
Schaefges Brothers Inc 851 Seaton Ct., Ste 2A Wheeling, IL 60090	\$ 3,027,000.00 Architecture - \$698,000.00 Alt 1 - \$52,835.00 Alt 2 - \$222,327.00 Alt 3 - \$11,218.00 Alt 4 - \$213,3111.00 Alt 5 - \$40,815.00 Alt 6 - \$77,795.00 Alt 7 - \$11,000.00 Alt 8 - \$12,090.00 Alt 9 - \$5,110.00 Alt 10 - \$36,975.00	Yes 03-28-25 9:56 a.m.
Landworks Ltd. 751 N. Bolingbrook Dr., Link 17 Bolingbrook, IL 60440	\$ 2,799,717.00 Architecture - \$0 Alt 1 - \$35,246.00 Alt 2 - \$231,100.00 Alt 3 - \$11,204.00 Alt 4 - \$235,676.00 Alt 5 - \$48,960.00 Alt 6 - \$72,921.00 Alt 7 - \$0 Alt 8 - \$0 Alt 9 - \$0 Alt 10 - \$45,856.00	Yes 03-28-25 9:57 a.m.

Laura Berg, Accounts Payable
 Bonnie Caputo, Parks Director
 Adam Hartmann, Project Mrg
 Lacey Lawrence, Hitchcock
 Abby Mies, Hitchcock

Village Hall Board Room
 3/28/2025 10:01 A.M.

SECTION 000410 - BID FORM

CONTRACTOR: Stuckey Construction Company, Inc.RECEIVED
MAR 20 20252020 N. Lewis Avenue

Street Address

Waukegan, IL 60087

City, State, Zip

847.336.8575

Phone #

Fax #

TO: Village of Lake Zurich
70 East Main Street
Lake Zurich, IL 60047PROJECT: **Paulus Park**
200 South Rand Road
Lake Zurich, IL 60047

Having read the Specifications and examined the Drawings entitled: **Paulus Park**, dated March 6, 2025, as prepared by **Hitchcock Design Group** for the construction of said Project and having also received, read, and taken into account all ADDENDA thereto as follows:

* LIST IN THE FOLLOWING SPACES, THE NUMBER OF AND DATE OF EACH ADDENDUM RECEIVED.

ADDENDUM*: (1) 3/19/25 (2) 3/20/25 (3) 3/21/25 (4) 3/24/25 (5) 3/25/25 (6) 3/27/2025

and having inspected the site and the conditions affecting and governing the construction of the Project Work, the undersigned proposes to furnish all material and perform all labor, as specified and described in the Specifications and as shown in the Drawings, for the following stipulated lump sums:

** ENTER AMOUNTS FROM 000415-SCHEDULE OF VALUES (round base bids and alternate amounts to nearest whole dollar)

BASE BID #1: SITE WORK

TOTAL MATERIALS AND LABOR FOR THE SUM OF:

** Two million five hundred sixty four thousand one hundred DOLLARS (** \$ 2,564,900.00)

BASE BID #2: ARCHITECTURE

TOTAL MATERIALS AND LABOR FOR THE SUM OF:

** Seven hundred forty six thousand DOLLARS (** \$ 746,000.00)

PAULUS PARK
BID FORM

000410 - 1

ALTERNATE #1: SHADE SAIL at SPLASH PADTOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** Thirty four thousand — DOLLARS (** \$ 34,000⁰⁰)**ALTERNATE #2: ADA PATHWAYS AND PLAZA at BEACH**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** One hundred sixty four thousand — DOLLARS (** \$ 164,000⁰⁰)**ALTERNATE #3: METAL VILLAGE EMBLEM (x2)**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** Eleven thousand — DOLLARS (** \$ 11,000⁰⁰)**ALTERNATE #4: STONE VENEER WALL AND COLUMNS at AMPHITHEATER**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** One hundred fifty three thousand — DOLLARS (** \$ 153,000⁰⁰)**ALTERNATE #5: STONE VENEER SEATWALL at OVERLOOK**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** Thirty eight thousand — DOLLARS (** \$ 38,000⁰⁰)**ALTERNATE #6: WATER HEATER at SPLASH PAD**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** Sixty thousand — DOLLARS (** \$ 60,000⁰⁰)**ALTERNATE #7: ALUMINUM WINDOWS at BUILDING**TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:** Ten thousand — DOLLARS (** \$ 10,000⁰⁰)

ALTERNATE #8: MOTORIZED COILING DOORS at BUILDING
 TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

** Eight thousand ————— DOLLARS (** \$ 8,000.00)

ALTERNATE #9: CERAMIC TILE at BUILDING
 TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

** Eight thousand ————— DOLLARS (** \$ 8,000.00)

ALTERNATE #10: STORAGE BUILDING at AMPHITHEATER
 TOTAL ADD OR DEDUCT (circle one) FOR MATERIALS AND LABOR FOR THE SUM OF:

** Fifty four thousand ————— DOLLARS (** \$ 54,000.00)

In submitting the bid, the undersigned agrees:

1. To enter into a lump sum Contract agreement with the Owner and to construct the work as drawn and specified for the stated lump sum amounts regardless of quantity discrepancies. No additional payments will be made due to quantity discrepancies.
2. To hold the bid open for 60 days after bid opening.
3. To enter into a Contract within 14 days of Notice of Award.
4. To furnish a Performance Bond and a Labor and Material Payment Bond for the full amount of the Contract in accordance with 000800 Supplementary Conditions, within 14 days of Contract Award.
5. To furnish evidence of insurance in accordance with 000800 Supplementary Conditions prior to signing the Contract.
6. To furnish a preliminary Construction Schedule in accordance with Section 001310 Project Management and Coordination prior to signing the Contract.
7. To forfeit the Bid Security to the Owner as payment of damages due to delay if the undersigned fails to execute a Contract as required.
8. To begin the work no later than the date specified in the Contract, and to substantially complete the work no later than indicated in section 000100 Invitation to Bid.

ACKNOWLEDGED AND AGREED TO:

By:



Paul Stuckey, President

Authorized Signature / Title

Company: Stuckey Construction Company, Inc.

(SEAL - If by Corporation)

Subscribed and sworn to before me this

PAULUS PARK
BID FORM

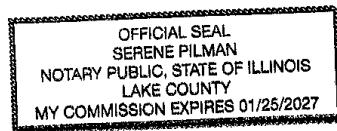
000410 - 3

28th day of March, 2025

Serene Pilman

Notary Public

END OF SECTION 000410



PAULUS PARK
BID FORM

000410 - 4

129300	Site Furnishings				
	curved benches at splash pad	LS			
	curved bench at overlook	EA			
	game tables	EA			
	group tables at splash pad	EA			
	drinking fountain with hose bib	EA			
	foot shower	EA			
	pet fountain	EA			
			Section Subtotal:		
221113	Facility Water Distribution Piping				
	water service connection	LS			
	water service line, 4"	LF			
	water service line, 1.5"	LF			
	water meter	EA			
	yard hydrants at splash pad	N/A	EA	N/A	N/A
	backflow preventor/RPZ	EA			
	valve vault	EA			
	underground reservoir	LS			
	splash pad pumps and mechanical equip.	LS			
			Section Subtotal:		
265600	Exterior Lighting				
	electrical panel and service upgrades	LS			
	conduit and wiring	LF			
	amphitheater light	EA			
	amphitheater GFI receptacle	EA			
	splash pad electrical	LS			
	splash pad bonding	LS			
			Section Subtotal:		
311000	Site Clearing				
	remove & reinstall segmental block retaining wall	LF			
	remove & reinstall landscape plantings	LS			
	remove underground vault	LS			
	remove splash pad mechanicals	LS			
	remove splash pad mechanicals	LS			
	remove splash pad equipment	LS			
	remove timber playground curb	LF			
	remove concrete curb	LF			
	remove concrete paving	SF			
	remove asphalt paving	SF			
	sawcut existing pavement	LS			
	remove unit paving (brick)	SF			
	remove unit paving (flagstone)	SF			
	remove stone veneer seatwall, coping and foundation	LF			
	remove splash pad surfacing	SF			
	remove metal fencing, posts, gates and footings	LF			
	remove wood fence and footings	LF			
	remove foot shower and associated piping	EA			
	remove storm sewer and associated piping	LS			
	remove sanitary sewer	LS			
	disconnect and abandon water service	LS			
	remove stairs, handrail and footings	LS			
	remove trash receptacle	EA			
	remove bench	EA			
	remove tree	EA			
	remove landscape planting	SF			
	clearing and grubbing	SY			
	remove underground utilities	LS			
			Section Subtotal:		

SECTION 000415 - SCHEDULE OF VALUES

will provide if low bidder

Date: **Revised March 21, 2025**
RE: Paulus Park

NOTES:

1. Bidder to complete Section 000415-Schedule of Values and enter total amount in appropriate space in Section 000410-Bid Form.
2. Bidder is responsible for performing all quantity take-offs necessary to complete the work as drawn and specified.
3. The successful bidder will be required to enter into a lump sum contract agreement with the owner. No additional payments will be made due to discrepancies between bidder's estimated quantities, owner's estimated quantities, and the actual installed quantities to construct the work as drawn and specified.
4. This Schedule of Values form will become part of the Contract Documents and will be used as a basis for reviewing the Contractor's Applications for Payment. The Schedule of Values Unit Prices and 000416-Unit Price Schedule will be used to establish change orders for additions or deductions to the project as approved by the Owner.
5. This Schedule of Values form is available in Microsoft Excel format from the landscape architect upon request.

BASE BID #1: SITE WORK

Section	Description	Bidder's				
		Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
Division 1	General Requirements					
	contracting requirements		LS			
	general conditions		LS			
	layout and record drawings		LS			
						Section Subtotal:
015000	Temporary Facilities and Controls					
	silt fence		LF			
	inlet protection		EA			
	timber mats		ALLOW			
	concrete washout		EA			
	temporary construction fence		LF			
	stabilized construction entrance		EA			
	tree protection fencing		LF			
	erosion control blanket		SY			
						Section Subtotal:
033000	Cast-in-Place Concrete					
	splash pad footings		included in splash installation			
	ornamental fence footings		included in fence installation			
	amphitheater footings		CY			
						Section Subtotal:
044300	Stone Masonry					
	limestone outcropping		TON			
						Section Subtotal:
116800	Play Field Equipment and Structures					
	splash equipment (purchase)		LS			
	splash equipment (installation)		LS			
	75st splash tower (purchase)		LS			
	75st splash tower (installation)		LS			
	water table (purchase)		LS			
	water table (installation)		LS			
	amphitheater (purchase)		LS			
	amphitheater (installation)		LS			
	baggo courts, pair (purchase)		EA			
	baggo courts, pair (installation)		EA			
						Section Subtotal:

312000 Earth Moving					
topsoil strip and respread		CY			
import topsoil		CY			
earthwork		CY			
backfill demolished splash pad reservoir		CY			
haul off excess/unsuitable material		CY			
Section Subtotal:					
321313 Concrete Paving and Curbs					
concrete paving - pedestrian		SF			
concrete paving - splash pad		SF			
concrete curb at playground		LF			
concrete curb and gutter at playground		LF			
Section Subtotal:					
321816 Playground Protective Surfacing					
life floor tiles (purchase)		SF			
life floor tiles (installation)		SF			
Section Subtotal:					
323119 Decorative Metal Fences and Gates					
ornamental fence, 4ft HT		LF			
ornamental double swing gate, 4ft HT		EA			
ornamental single swing gate, 4ft HT		EA			
Section Subtotal:					
329200 Turf and Grasses					
turf grass seeding		SY			
Section Subtotal:					
329300 Plants					
shade tree		EA			
ornamental tree		EA			
large shrub		EA			
small shrub		EA			
perennial		EA			
planting amendments		CY			
mulch		CY			
Section Subtotal:					
327000 Native Planting					
wetland plugs		EA			
woodland seeding		SY			
Section Subtotal:					
333100 Sanitary Sewerage Piping					
connection to existing sanitary structure		LS			
sanitary sewer, 6" PVC SDR26		LF			
sanitary sewer, 4" PVC SDR26		LF			
clean out		EA			
Section Subtotal:					
334100 Storm Utility Drainage Piping					
storm sewer, 6" pvc perforated pipe		LF			
storm sewer, 12" RCP		LF			
catch basin, 4ft diameter		EA			
curved trench drain		LF			
straight trench drain		LF			
splash pad drains		EA			
inlet		EA			

36" nyloplast drain basin	EA		
storm sewer pipe, 6" pvc sdr26	LF		
storm sewer pipe, 8" PVC C900	LF		
storm sewer pipe, 8" pvc sdr26	LF		
storm sewer pipe, 10" pvc CSP	LF		
storm sewer pipe, 10" pvc C900	LF		
storm sewer pipe, 4" pvc sch 40	LF		
storm sewer pipe, 4" pvc C900	LF		

Section Subtotal: [REDACTED]

TOTAL BASE BID #1: SITE WORK [REDACTED]**BASE BID #2: ARCHITECTURE**

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
0 & 1	Contracting and General Requirements					
	contracting requirements		LS			
	general conditions		LS			
	layout and record drawings		LS			
						Section Subtotal: [REDACTED]
023000	Building Demolition					
	building demolition		LS			
						Section Subtotal: [REDACTED]
031000	Concrete Formwork					
	formwork		LS			
	rigid foundation insulation		SF			
						Section Subtotal: [REDACTED]
032000	Concrete Reinforcement					
	concrete reinforcement		LS			
						Section Subtotal: [REDACTED]
033000	Cast-in-Place Concrete					
	foundation walls, slab and vapor barrier		LS			
						Section Subtotal: [REDACTED]
062000	Rough Carpentry					
	wood products		LS			
	wood preservative treated lumber		LS			
	dimensional lumber framing		LS			
	miscellaneous lumber		LS			
	plywood backing panels		LS			
	fasteners		LS			
	metal framing anchors		LS			
	miscellaneous materials		LS			
						Section Subtotal: [REDACTED]
061600	Sheathing					
	wall sheathing		LS			
	roof sheathing		LS			
	composite nail base insulated roof sheathing		LS			
	fasteners, anchors, and misc. materials		LS			
						Section Subtotal: [REDACTED]
061715	Engineered Structural Wood					
	structural composite lumber		LS			
	fasteners		LS			
						Section Subtotal: [REDACTED]

064116 Plastic Laminate Clad Architectural Cabinets					
plastic laminate faced architectural millwork		LS			
furring, blocking and shims		LS			
hardware and accessories		LS			
Section Subtotal:					
072000 Thermal Insulation					
xps foam-plastic board insulation		SF			
glass fiber blanket insulation		SF			
fasteners and accessories		SF			
Section Subtotal:					
072500 Weather Barriers					
building wrap and accessories		LS			
Section Subtotal:					
072600 Vapor Retarders					
polyethylene vapor retarders and accessories		LS			
Section Subtotal:					
073113 Asphalt Shingles					
asphalt shingles		LS			
underlayment		LS			
metal flashing and trim		LS			
vapor retarder		LS			
Section Subtotal:					
074646 Fiber Cement Siding					
lap siding siding		LS			
panel and plank siding		LS			
trim		LS			
flashing and accessories		LS			
Section Subtotal:					
076200 Sheet Metal Flashing and Trim					
formed sheet metal fabrications		LS			
roof edge drainage systems		LS			
Section Subtotal:					
078413 Through Penetration Firestop Systems					
through penetration firestop systems		LS			
Section Subtotal:					
078443 Joint Firestopping					
joint firestopping		LS			
Section Subtotal:					
079200 Joint Sealants					
urethane joint sealants		LS			
silicone joint sealants		LS			
latex joint sealants		LS			
acoustical joint sealants		LS			
mildew resistant joint sealants		LS			
Section Subtotal:					
081113 Hollow Metal Doors and Frames					
interior doors and frames		EA			
exterior doors and frames		EA			
door hardware		LS			
Section Subtotal:					

083313 Coiling Counter Doors					
manually operated - 6'x4'		EA			
manually operated - 4x4'		EA			
Section Subtotal:					
085113 Fiberglass Windows					
fixed w/ clear window, W-1		EA			
operable w/ clear window, W-2		EA			
Section Subtotal:					
089119 Fixed Louvers					
fixed extruded aluminum louvers		EA			
Section Subtotal:					
092900 Gypsum Board					
interior gypsum board		LS			
specialty gypsum board		LS			
sound attenuation blanket board		LS			
tile backing panels		LS			
Section Subtotal:					
093000 Tiling					
porcelain tile		LS			
waterproofing membrane		LS			
metal edge strips		LS			
setting material, grout, and sealants		LS			
Section Subtotal:					
096513 Resilient Base and Accessories					
thermoplastic rubber base		LS			
Section Subtotal:					
096723 Resinous Flooring					
resinous flooring system		LS			
vapor reduction primer or membrane		LS			
Section Subtotal:					
099123 Interior Painting					
prime & paint ceiling		LS			
prime & paint walls		LS			
prime & paint exposed MEP		LS			
Section Subtotal:					
099300 Staining and Transparent Finishing					
wood staining exposed framing		LS			
Section Subtotal:					
101423 Panel Signage					
sign type A		EA			
sign type B		EA			
sign type C		EA			
vinyl character signs		EA			
Section Subtotal:					
104000 Toilet Accessories					
adult changing station, motorized (purchase)		EA			
adult changing station, motorized (install)		EA			
grab bar set		EA			
lavatory mirror		EA			
fire extinguisher cabinets		EA			
fire extinguishers		EA			
Section Subtotal:					

123661.2 Solid Surface Countertops				
countertops and backsplashes		LS		
Section Subtotal:				
222000 Plumbing Fixtures				
water closet		EA		
lavatory		EA		
sink		EA		
Section Subtotal:				
223000 Plumbing Equipment & Specialties				
water heater, electric point of use		EA		
floor drains and vents		LS		
sand interceptor		LS		
Section Subtotal:				
224000 Domestic Water, Waste & Storm Drainage Piping				
sanitary, water piping & misc.		LS		
Section Subtotal:				
232000 Ventilation & Exhaust				
ventilation & exhaust		LS		
Section Subtotal:				
234000 Heating & Ventilating Terminals				
electric wall heater, 2.85 kW		EA		
electric wall heater, 1.5 kW		EA		
Section Subtotal:				
237000 Testing, Balancing & Commissioning				
air testing & balancing		LS		
Section Subtotal:				
262000 Main Power Distribution				
air testing & balancing		LS		
Section Subtotal:				
265000 Lighting				
lighting		LS		
Section Subtotal:				
266000 Branch Power Distribution & Devices				
receptacles, junction box & misc.		LS		
Section Subtotal:				
267000 Mechanical Equipment Connections				
duplex receptacle, backbox, grounded		EA		
duplex receptacle, GFCI		EA		
duplex receptacle, GFCI, waterproof cover		EA		
branch installation, 600V		LS		
Section Subtotal:				
272000 Tele/Data Systems				
voice/data devices, equipment & cabling		LS		
Section Subtotal:				

313000 Foundation Excavation & Fill						
	excavation for foundation & backfill		LS			
	haul off excavated material to clean fill site		LS			
						Section Subtotal:
TOTAL BASE BID#2: ARCHITECTURE						
ALTERNATE #1: Shade Sail at Splash Pad						
Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
033000	Cast-in-Place Concrete					
	shade sail footings		CY			
						Section Subtotal:
116800	Play Field Equipment and Structures					
	shade sail (purchase)		LS			
	shade sail (installation)		LS			
						Section Subtotal:
TOTAL ALTERNATE #1:						
ALTERNATE #2: Pathway/Ramp and SRA Plaza at Beach						
Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
015000	Temporary Facilities and Controls					
	erosion control blanket		SY			
						Section Subtotal:
033000	Cast-in-Place Concrete					
	concrete retaining wall/foundation		CY			
	ornamental fence footings		included in fence installation			
						Section Subtotal:
55213	Pipe and Tube Railing					
	handrails		LF			
						Section Subtotal:
311000	Site Clearing					
	remove asphalt paving		SF			
	remove metal fence, gates and footings		LF			
						Section Subtotal:
312000	Earth Moving					
	topsoil strip and respread		CY			
	earthwork		CY			
	haul off excess/unusable material		CY			
						Section Subtotal:
321313	Concrete Paving and Curbs					
	concrete paving - pedestrian		SF			
						Section Subtotal:
323119	Decorative Metal Fences and Gates					
	ornamental fence, 4ft HT		LF			
	ornamental double swing gate, 4ft HT		EA			
						Section Subtotal:

329200	Turf and Grasses					
	turf grass seeding		SY			
Section Subtotal:						

TOTAL ALTERNATE #2: **ALTERNATE #3: Metal Village Emblem**

Section	Description	Bidder's				
		Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
101400	Signage		EA			
	metal Village emblem					

Section Subtotal: TOTAL ALTERNATE #3: **ALTERNATE #4: Stone Veneer Columns and Wall at Amphitheater**

Section	Description	Bidder's				
		Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
015000	Temporary Facilities and Controls		SY			
	erosion control blanket					
Section Subtotal:						
033000	Cast-in-Place Concrete		CY			
	concrete wall foundation					
Section Subtotal:						
034500	Precast Architectural Concrete		EA			
	column cap		EA			
	wall coping		SF			
Section Subtotal:						
042000	Unit Masonry		SFF			
	CMU block columns		SFF			
	CMU block wall		SFF			
Section Subtotal:						
044300	Stone Masonry		SFF			
	limestone veneer column		SFF			
	limestone veneer wall		SFF			
Section Subtotal:						
311000	Site Clearing		SF			
	remove concrete paving		SF			
Section Subtotal:						
312000	Earth Moving		CY			
	earthwork		CY			
Section Subtotal:						
321313	Concrete Paving		SF			
	concrete paving - pedestrian		SF			
Section Subtotal:						
329200	Turf and Grasses		SY			
	turf grass seeding		SY			
Section Subtotal:						

TOTAL ALTERNATE #4:

ALTERNATE #5: Stone Veneer Seatwall at Overlook

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
033000	Cast-in-Place Concrete					
	concrete seatwall foundation		CY			
						Section Subtotal:
044300	Stone Masonry					
	OMIT limestone outcropping		TON			
	limestone veneer seatwall		SFF			
						Section Subtotal:
034500	Precast Architectural Concrete					
	seatwall coping		SF			
						Section Subtotal:

TOTAL ALTERNATE #5: **ALTERNATE #6: Water Heater at Splash Pad**

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
	OMIT 400amp panel		LS			
	600amp panel, CT cabinet and feeder		LS			
	electric water heater		EA			
	thermometers		EA			
	aquastat		EA			
						Section Subtotal:

TOTAL ALTERNATE #6: **ALTERNATE #7: Aluminum Windows at Building**

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
085113	Aluminum Windows					
	fixed w/ clear window, W-1		EA			
	operable w/ clear window, W-2		EA			
						Section Subtotal:
085113	Fiberglass Windows					
	OMIT fixed w/ clear window, W-1		EA			
	OMIT operable w/ clear window, W-2		EA			
						Section Subtotal:

TOTAL ALTERNATE #7: **ALTERNATE #8: Motorized Coiling Doors at Building**

Section	Description	Bidder's Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
083313	Coiling Counter Doors					
	OMIT manually operated - 6'x4'		EA			
	OMIT manually operated - 4x4'		EA			
	electrically operated - 6'x4'		EA			
	electrically operated - 4x4'		EA			
						Section Subtotal:

TOTAL ALTERNATE #8:

ALTERNATE #9: Porcelain Tile at Building

Section	Description	Bidder's				
		Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
099123	Interior Painting					
	OMIT prime & paint walls (restroom only)		LS			
					Section Subtotal:	
093000	Tiling					
	porcelain tile		LS			
	waterproofing membrane		LS			
	metal edge strips		LS			
	setting material, grout, and sealants		LS			
					Section Subtotal:	

TOTAL ALTERNATE #9: **ALTERNATE #10: Storage Building at Amphitheater**

Section	Description	Bidder's				
		Est. Qty.	Unit	Unit Cost	Extended Cost	Subtotal
015000	Temporary Facilities and Controls					
	erosion control blanket		SY			
					Section Subtotal:	
033000	Cast-In-Place Concrete					
	monolithic foundation		CY			
					Section Subtotal:	
311000	Site Clearing					
	remove and dispose concrete paving		SF			
	remove and dispose asphalt paving		SF			
					Section Subtotal:	
312000	Earth Moving					
	topsoil strip and respread		CY			
	earthwork		CY			
					Section Subtotal:	
116800	Play Field Equipment and Structures					
	storage building, 14ft x 22ft (purchase)		LS			
	storage building, 14ft x 22ft (installation)		LS			
					Section Subtotal:	
321313	Concrete Paving and Curbs					
	concrete paving - pedestrian		SF			
					Section Subtotal:	
329200	Turf and Grasses					
	turf grass seeding		SY			
					Section Subtotal:	

TOTAL ALTERNATE #10:

END OF SECTION 000415

SECTION 000416 - SCHEDULE OF UNIT PRICES

Date: March 6, 2025
RE: Paulus Park

NOTES:

1. Bidder to enter the unit cost for each item on a basis of the unit given. See Section 001270-Unit Prices for specific information.
2. This Schedule of Unit Prices will become part of the Contract Documents and will be used as a basis for payment and to substantiate Change Order requests.
3. This Schedule of Unit Prices form is available in Microsoft Excel format from the landscape architect upon request.

Item	Description	Qty.	Unit	Unit Cost
312000	Earth Moving over excavate and backfill with structural fill	1	CY	180 

END OF SECTION 000416

SECTION 000420 – SUBSTITUTION FORM

Bidders may suggest substitutions of materials or equipment for consideration. If the substitution is deemed accepted by the Owner's Representative, the information may be issued as an addendum or taken under consideration at the time of signing the contract. The Owner reserves the right to accept or reject any or all proposed substitutions. Substitutions may not be accepted subsequent to award of the Contract unless approved by the Owner's Representative.

List all "Substitutions" for which consideration is desired, showing the addition or reduction in price to be made, for each, if the substitution is accepted, or stating "No Change in Price" if none is proposed.

MATERIALS/EQUIPMENT	SUBSTITUTION	ADD	DEDUCT
---------------------	--------------	-----	--------

_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

It is understood and agreed that the proposals indicated above are based on furnishing materials and equipment shown or specified and entitles the Owner to require that such names, materials, and methods be incorporated in the Work, except as substitutions for same based on the supplementary quotations entered above and as accepted by the Owner's Representative and are subsequently made a part of the written Contract.

ACKNOWLEDGED AND AGREED TO:

By: Bl St

Paul Stuckey, President

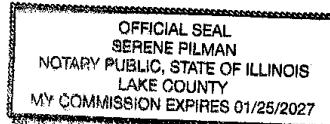
Authorized Signature / Title

Subscribed and sworn to before me this

28th day of March, 2025

Serene Pilman
Notary Public

END OF SECTION 000420



PAULUS PARK
SUBSTITUTION FORM

000420 - 1

Please see attached bid bond.

SECTION 000435 – BID SECURITY

Attached to this Proposal is a Bid Bond for 10% of the total Base Bid #1 and Base Bid #2 combined, made payable to the Village of Lake Zurich.

Insert amount:

Ten percent of base bid. DOLLARS
(\$ _____)

If this Proposal is accepted and the Bidder fails to execute a Contract with the Owner, the full amount of the security will be forfeited to the Owner as payment of damage due to delay. If this Proposal is not accepted, the security will be returned to the Bidder within 30 days of the execution of the Contract with the successful Bidder.

END OF SECTION 000435

**PAULUS PARK
BID SECURITY**

000435 - 1

SECTION 000440 – MATERIAL SOURCES and/or SUB-CONTRACTED WORK FORM

List the sources, manufacturers and/or (sub)contractors for the following items:

For each item, indicate if the Source/Manufacturer or (sub)Contractor performing the work is a Business Enterprise Program (BEP) firm including minority owned (MBE), woman owned (WBE), person with disability owned (PBE), or other certification recognized under the State of Illinois Commission on Equity and Inclusion definitions.

Trade	Source/Mfg.	(Sub) Contractor	BEP
Earthwork	Will provide if low bidder.	_____	_____
Temporary Erosion Control Measures	_____	_____	_____
Concrete Paving	_____	_____	_____
Stone Masonry	_____	_____	_____
Pre-Cast Concrete	_____	_____	_____
Landscaping	_____	_____	_____
Native Planting/ Shoreline Restoration	_____	_____	_____
Splash Pad	_____	_____	_____
LifeFloor Surfacing	_____	_____	_____
Amphitheater	_____	_____	_____
Handrails	_____	_____	_____
Fencing/Gates	_____	_____	_____
Electrical	_____	_____	_____
Sanitary/Storm/Water	_____	_____	_____

PAULUS PARK
MATERIAL SOURCES and/or SUB-CONTRACTED WORK FORM

000440 - 1

Building Trades:

END OF SECTION 000440

**PAULUS PARK
MATERIAL SOURCES and/or SUB-CONTRACTED WORK FORM**

000440 - 2

SECTION 000447 – WAGE RATES

PART 1 - GENERAL

1.1 DESCRIPTION

- A. The To the extent that the Prevailing Wage Act applies, the Contractor shall comply therewith and pay, and require every Subcontractor to pay, the prevailing rates of wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/01 et seq. Contractor shall prominently post the current schedule of prevailing wages at the Contract site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of Contractor and not at the expense of the Owner. Change orders shall, however, be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to Owner as required by Statute including certified payroll or, in lieu thereof, a certified letter stating that the Contractor is exempt from the application of the Act. Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act. The Owner agrees to notify the Contractor or Subcontractor of the pendency of any such claim, demand, lien or suit.
- B. The Illinois Department of Labor publishes the prevailing wage rates on its website at <http://www.illinois.gov/ido/Laws-Rules/CONMED/Pages/Rates.aspx>. The Contractor is advised that the Department revises the prevailing wage rates and the Contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website.
- C. The Contractor shall also: (1) insert into each subcontract and the project specifications for each subcontract, a written stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract; and (2) require each subcontractor to insert into each lower-tiered contract and the project specifications for each lower tiered subcontract, a stipulation that the subcontractor shall not pay less than the prevailing rate of wages to all laborers, workers, and mechanics performing work under the contract.

PART 2 - PRODUCTS (Not Used)

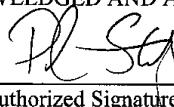
PART 3 - EXECUTION (Not Used)

PAULUS PARK
WAGE RATES

000447 - 1

ACKNOWLEDGED AND AGREED TO:

By:



Paul Stuckey, President

Authorized Signature / Title

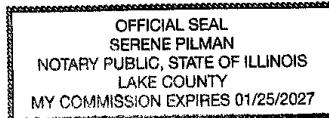
Subscribed and sworn to before me this

28th day of March, 2025



Notary Public

END OF SECTION 000447



PAULUS PARK
WAGE RATES

000447 - 2

SECTION 000455 – CONTRACTOR'S QUALIFICATIONS FORM

1.1 PROJECT EXPERIENCE (PARK IMPROVEMENTS)

A. List below the projects of similar nature that you have successfully completed and/or currently in progress within the past five (5) years:

1. Project Name: Miller Point Improvements 22-085

Project Location: McHenry, IL

Project Budget: \$2,012,132.00

Completion Date: August 2023

Owner's Name: City of McHenry

Contact Person: Tim King

Phone: 630.428.4433

2. Project Name: Larry Fink Baseball Field 22-099

Project Location: Highland Park, IL

Project Budget: \$990,339.00

Completion Date: September 2024

Owner's Name: Park District of Highland Park

Contact Person: Ben Kutscheid

Phone: 847.579.3104

3. Project Name: Horizon Park

Project Location: Kenosha, WI

Project Budget: \$1,228,935.00

Completion Date: May 2025

Owner's Name: City of Kenosha

Contact Person: Katie Elder

Phone: 262.653.4055

4. Project Name: Todd Hall Playground

Project Location: Lincolnwood, IL

Project Budget: \$78,900.00
 Completion Date: September 2021
 Owner's Name: Lincolnwood School District
 Contact Person: Athi Toufexis
 Phone: 312.253.3400

5. Project Name: Phil's Beach 19-005

Project Location: Wauconda, IL

Project Budget: \$1,821,000.00

Completion Date: June 2020

Owner's Name: Wauconda Park District

Contact Person: Nancy Buront

Phone: 847.526.3610

1.2 PROJECT EXPERIENCE (SPLASH PAD)

A. List below the projects of similar nature that you have successfully completed and/or currently in progress within the past five (5) years:

1. Project Name: Coral Cove and Aquatic Center

Project Location: Carol Stream, IL

Project Budget: \$1,302,799.00

Completion Date: May 2023

Owner's Name: Carol Stream Park District

Contact Person: Rich Klark

Phone: 224.293.6333

2. Project Name: Schulte Park Gazebos & Splashpad

Project Location: Kenosha, WI

Project Budget: \$243,000.00

Completion Date: June 2020

Owner's Name: City of Kenosha

Contact Person: Brian Cater

Phone: 262.653.4050

3. Project Name: Des Plaines Park District Aquatic Center

Project Location: Des Plaines, IL

Project Budget: \$2,027,378.00

Completion Date: May 2020

Owner's Name: Des Plaines Park District

Contact Person: Paul Cathey

Phone: 847.391.5700

1.3 PROJECT EXPERIENCE (BUILDING CONSTRUCTION)

A. List below the projects of similar nature that you have successfully completed and/or currently in progress within the past five (5) years:

1. Project Name: _____

Project Location: _____

Project Budget: _____

Completion Date: _____

Owner's Name: _____

Contact Person: _____

Phone: _____

2. Project Name: _____

Project Location: _____

Project Budget: _____

Completion Date: _____

Owner's Name: _____

Contact Person: _____

Phone: _____

3. Project Name: _____

Project Location: _____
 Project Budget: _____
 Completion Date: _____
 Owner's Name: _____
 Contact Person: _____
 Phone: _____

1.4 PROJECT EXPERIENCE (SHORELINE RESTORATION)

A. List below the projects of similar nature that you have successfully completed and/or currently in progress within the past five (5) years:

1. Project Name: _____
 Project Location: _____
 Project Budget: _____
 Completion Date: _____
 Owner's Name: _____
 Contact Person: _____
 Phone: _____

2. Project Name: _____
 Project Location: _____
 Project Budget: _____
 Completion Date: _____
 Owner's Name: _____
 Contact Person: _____
 Phone: _____

1.5 PROJECT MANAGEMENT

A. List name of probable Project Manager or Job Superintendent: Paul Stuckey
 B. List below similar projects managed:

1. Project Name: Coral Cove and Aquatic Center
 Project Location: Carol Stream, IL
 Owner's Name: Carol Stream Park District
 Contact Person: Rich Klark
 Phone: 224.293.6333

2. Project Name: Schulte Park Gazebos & Splashpad
 Project Location: Kenosha, WI
 Owner's Name: City of Kenosha
 Contact Person: Brian Cater
 Phone: 262.653.4050

3. Project Name: Des Plaines Park District Aquatic Center
 Project Location: Des Plaines, IL
 Owner's Name: Des Plaines Park District
 Contact Person: Paul Cathey
 Phone: 847.391.5700

ACKNOWLEDGED AND AGREED TO:

By:

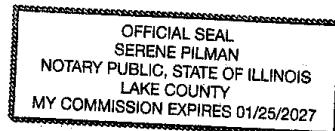

 Paul Stuckey, President
 Authorized Signature / Title

Subscribed and sworn to before me this

28th day of March, 2025


 Notary Public

END OF SECTION 000455


 PAULUS PARK
 CONTRACTOR'S QUALIFICATIONS FORM

000455 - 5

SECTION 000460 – EQUAL EMPLOYMENT OPPORTUNITY

In the event of the contractor's noncompliance with any provision of this Equal Employment Opportunity Clause, the Illinois Fair Employment Practices Act or the Fair Employment Practices Commission's Rules and Regulations for Public Contracts, the contractor may be declared not responsible and therefore ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivision or municipal corporations, and the contract may be canceled or avoided in whole or in part, and such other sanctions or penalties may be imposed or remedies involved as provided by statute or regulation.

During the performance of this contract, the contractor agrees as follows:

- 1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.
- 2) That, if it hires additional employees in order to perform this contract, or any portion hereof, it will determine the availability (in accordance with the Commission's Rules and Regulations for Public Contracts) of minorities and women in the area(s) from which it may reasonable recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, national origin or ancestry.
- 4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the contractor's obligations under the Illinois Fair Employment Practices Act and the commission's Rules and Regulations for Public Contract. If any such labor organization or representative fails or refuses to cooperate with the contractor in its efforts to comply with such Act and Rules and Regulations, the contractor will promptly so notify the Illinois Fair Employment Practices Commission and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations thereunder.
- 5) That it will submit reports as required by the Illinois Fair Employment Practices Commission's Rules and Regulations for Public Contracts, furnish all relevant information as may from time to time be requested by the Commission or the contracting agency, and in all respects comply with the Illinois Fair Employment Practices Act and the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor; and that it will also so include the provisions of paragraphs 1, 5, 6 and 7 in every supply subcontract as defined in Section 2.10 (a) of the Commission's Rules and Regulations for Public Contracts so that such provisions will be binding upon every such subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by all its subcontractors; and further it will promptly notify the contracting agency and the Illinois Fair Employment Practices Commission in the event any subcontractor fails or refuses to comply therewith. In addition, no contractor will utilize any subcontractor declared by the Commission to be not responsible and therefore ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

PAULUS PARK
EQUAL EMPLOYMENT OPPORTUNITY

000460 - 1

With respect to the two types of subcontracts referred to under paragraph 7 or the Equal Employment Opportunity Clause above, following is an excerpt of Section 2 of the FEPC's Rules and Regulations for Public Contracts:

“Section 2.10. The term “Subcontract” means any agreement, arrangement or understanding, written or otherwise, between a contractor and any person (in which the parties do not stand in the relationship of any employer and an employee):

- a) for the furnishing of supplies or services or for the use of real or personal property, including lease arrangements, which, in whole or in part, utilized in the performance of any one or more contracts; or
- b) under which any portion of the contractor’s obligation under any one or more contracts is performed, undertaken or assumed.”

ACKNOWLEDGED AND AGREED TO:

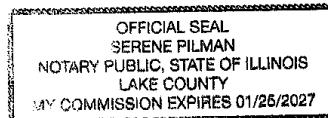
By: PL St Paul Stuckey, President
 Authorized Signature / Title

Subscribed and sworn to before me this

28th day of March, 2025

Serene Pilman
 Notary Public

END OF SECTION 000460



PAULUS PARK
 EQUAL EMPLOYMENT OPPORTUNITY

000460 - 2

SECTION 000470 – AFFIDAVIT OF COMPLIANCE

The undersigned, Paul Stuckey, being first duly sworn on oath, deposes that he is
 (print or type Name)

President of Stuckey Construction Company, Inc., the authority to make
 (Sole Owner, Partner, President, Secretary, etc.) (Name of Company)

this certification on behalf of the Bidder;

A. That in connection with this procurement,

- (1) The bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- (2) The Bidder has not in any manner directly or indirectly sought by consultation, communication or agreement with anyone to fix the bid price of said bidder or any other bidder or to fix any overhead profit or cost element of such bid price or that of any other bidder or to secure any advantage against the public body awarding the contract or anyone interested in the proper contract;
- (3) The bid is genuine and not collusive or sham;
- (4) The prices or breakdowns thereof and any and all contents which had been quoted in this bid have not been knowingly disclosed by the bidder and will not be knowingly disclosed by the bidder directly or indirectly to any other bidder or any competitor prior to opening;
- (5) All statements contained in such bid are true;
- (6) No attempt has been made or will be made by the bidder to induce any other person or firm to submit a false or sham bid;
- (7) No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid for the purpose of restricting competition;

B. (1) He is the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein and that he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above; or

- (a) He is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being bid herein but that he has been authorized to act as agent for the persons responsible for such decision in certifying that such persons have not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above and as their agent does hereby so certify; and
- (b) That he has not participated, and will not participate, in any action contrary to paragraphs 1 through 7 above.

C. The undersigned certifies that the Bidder has never been convicted for a violation of State laws prohibiting bid rigging or bid rotating.

PAULUS PARK
 AFFIDAVIT OF COMPLIANCE

000470 - 1

D. It is expressly understood that the foregoing statements and representations and promises are made as a condition to the right of the bidder to receive payment under any award made hereunder.

E. The undersigned certifies that the Bidder is not barred from bidding on public contracts or contracting with any unit of State or local government as a result of bid rigging or bid rotation under Section 33E-3 or 33E-4 of the Illinois Criminal Code of 2012, 720 ILCS 5/33.

ACKNOWLEDGED AND AGREED TO:

By:



Paul Stuckey, President

Authorized Signature / Title

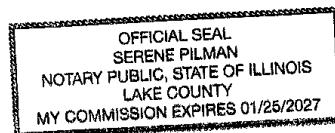
Subscribed and sworn to before me this

28th day of March, 2025



Notary Public

END OF SECTION 000470



PAULUS PARK
AFFIDAVIT OF COMPLIANCE

000470 - 2

SECTION 000475 – OSLAD CONTRACT COMPLIANCE

This project is being financed, in part, with funds provided through the State of Illinois “Open Space Lands Acquisition & Development” grant program. The following are contract compliance requirements for construction projects assisted with these funds made available through the Illinois Department of Conservation.

- A. The Contractor shall abide by and comply with all applicable Local and State laws relating to 1) fair employment practices and prohibiting discrimination in employment; 2) any and all applicable workmen's compensation acts of laws; and 3) wages and claims of laborers, mechanics and other workmen, agents, or servants in any manner employed in connection with contracts involving public funds or the development or construction of public works, buildings or facilities.
- B. The Contractor shall provide and furnish to the satisfaction of the Local Agency and IDOC good and sufficient performance bond(s) with adequate surety or sureties, with applicable penalty or loss clauses; concerning or relating to the construction of the proposed facilities and any losses, cost or damages arising out of, or by virtue of said construction by the Contractor of the specified project facilities, insuring, benefiting and protection the Local Agency and IDOC.
- C. The Contractor shall personally and individually agree and covenant, and shall furnish and provide sufficient evidence of insurance, to indemnify, protect, defend at its own cost, and hold harmless the Local Agency and IDOC from and against all losses, damages, injuries, costs, expenses or claims thereof to or by persons or property, arising out of, through, under or by virtue of the construction and development of the specified project facilities.
- D. The Contractor certifies that, to the best of its knowledge, no officer or employee has been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has any officer or employee made an admission of guilt of such conduct which is a matter of record.
- E. The Contractor certifies it has not been barred from being awarded a contract with a unit of State or Local government as a result of a violation of Section 33E-3 or 33E-4 of the Criminal Code of 1961 (bid rigging or bid rotating).
- F. Pursuant to Section 45 of the State Finance Act 30 ILCS 105/45, this OSLAD grant project must make good faith effort to comply with the business enterprise program (BEP) practices for minority-owned businesses, female-owned businesses, and businesses owned by persons with disabilities (see the Business Enterprise for Minorities, Females, and Persons with Disabilities Act 30 ILCS 575 and the equal employment practices of Section 2-105 of the Illinois Human Rights Act 775 ILCS 5/2-105). Bidder efforts to utilize BEP firms must be documented in specification form 000440 Material Sources and Subcontracted Work Form.
- G. Illinois Works Jobs Program Act (30 ILCS 559/20-1 et seq.). This OSLAD grant project must comply with the Illinois Works Apprenticeship Initiative (30 ILCS 559/20-20 to 20-25) and all applicable administrative rules, with the adopted goal that apprentices will perform either 10% of the total labor hours actually worked in each prevailing wage classification or 10% of the estimated labor hours in each prevailing wage classification, whichever is less.

PAULUS PARK
OSLAD CONTRACT COMPLIANCE

000475 - 1

ACKNOWLEDGED AND AGREED TO:

By: Paul Stuckey, President
Authorized Signature / Title

Subscribed and sworn to before me this

28th day of March, 2025

Serene Pilman
Notary Public

END OF SECTION 000475



PAULUS PARK
OSLAD CONTRACT COMPLIANCE

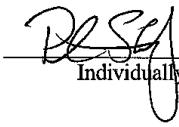
000475 - 2

SECTION 000476 – SEXUAL HARASSMENT POLICY CERTIFICATION

SEXUAL HARASSMENT POLICY CERTIFICATION

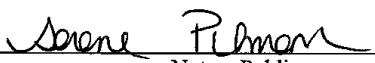
I, Paul Stuckey (Individual), having been first duly sworn on oath, do depose and state that I presently reside at 2020 N. Lewis Avenue, Waukegan, IL 60087 (Address), and that I am the duly authorized principal, officer or agent of Stuckey Construction Company, Inc. (Name of Contractor) and do hereby certify to Village of Lake Zurich, its Commissioners, officers and employees that a written Sexual Harassment Policy which complies with the provisions of 775 ILCS 5/2-105(a)4 has been adopted by Stuckey Construction Company, Inc. and said policy is currently in full force and effect.

IT IS EXPRESSLY UNDERSTOOD THAT THE FOREGOING STATEMENTS AND REPRESENTATIONS AND PROMISES ARE MADE AS A CONDITION TO THE RIGHT OF THE BIDDER TO RECEIVE PAYMENT UNDER AND AWARD MADE UNDER THE TERMS AND PROVISION OF THIS BID.


Paul Stuckey, President
Individually and on behalf of Contractor

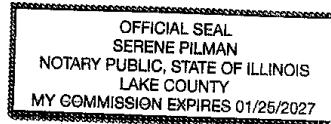
Subscribed and sworn to before me this

28th day of March, 2025


Notary Public

My commission expires: 01/25/2027

END OF SECTION 000476



PAULUS PARK
SEXUAL HARASSMENT POLICY CERTIFICATION

000476 - 1

SECTION 000477 – DRUG FREE WORKPLACE CERTIFICATION

DRUG-FREE WORKPLACE CERTIFICATION

The bidder acknowledges its obligations under the Illinois Drug-Free Workplace Act 30 ILCS 580/1 et seq. and certifies it will provide a drug-free workplace by:

- 1) Publishing a statement:
 - a) Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the bidder's workplace
 - b) Specifying the actions that will be taken against employees for violations of such prohibition.
 - c) Notify the employee that, as a condition of employment on such contract or grant, the employee will:
 - i) Abide by the terms of this statement; and
 - ii) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- 2) Establishing a drug-free awareness program to inform employees about:
 - a) The dangers of drug abuse in the workplace
 - b) The contractor's policy of maintaining a drug-free workplace;
 - c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d) The penalties that may be imposed upon employees for drug violations.
- 3) Making it a requirement to give a copy of the statement required by subsection (1) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
- 4) Notifying the Owner within 10 days after receiving notice under part (b) of paragraph (c) of subsection (1) from an employee or otherwise receiving actual notice of such conviction.
- 5) Imposing a sanction on or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program, by, any employee who is so convicted, as required by Section 5 of the Illinois Drug Free Workplace Act.
- 6) Training personnel to effectively assist employees in selecting a proper course of action in the event drug counseling, treatment and rehabilitation is required and indicating an effectively trained counseling and referral team is in place.
- 7) Making a good faith effort to continue to maintain a drug free workplace through implementation of requirements of Section 3 of the Illinois Drug Free Workplace Act.



Paul Stuckey, President

Individually and on behalf of Contractor

Subscribed and sworn to before me this

28th day of March, 2025



Notary Public

My commission expires: 01/25/2027

END OF SECTION 000477

PAULUS PARK
DRUG FREE WORKPLACE CERTIFICATION

000477 - 1

SECTION 000478 – Tax Compliance Affidavit

TAX COMPLIANCE AFFIDAVIT
VILLGE OF LAKE ZURICH

Stuckey Construction Company, Inc., the Contractor under a certain Contract dated 03/28, 2024,
 with the Village of Lake Zurich, for the Paulus Park project, hereby certifies that no delinquent taxes are
 outstanding or otherwise due to the Illinois Department of Revenue.

CONTRACTOR:

By: De SefTitle: President

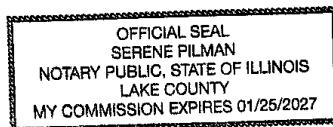
Subscribed and sworn to before me this

28th day of March, 2025Serene Pilman

Notary Public

My commission expires: 01/25/2027

END OF SECTION 000478



PAULUS PARK
TAX COMPLIANCE AFFIDAVIT

000478 - 1