



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

FEBRUARY 23, 2021
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement to Village Administrator Fred Mullard at fmullard@lith.org by 4pm on February 23, 2021.

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Ordinance Authorizing the Disposal of Surplus Property
 2. Resolutions Designating Various Financial Institutions as Designated Depositories – Authorized Signers/Officials
 - B. Public Works
 1. Contract with Champion Paving for the 2021 Parking Lot Replacements Project
 2. Ordinance Approving a Ground Lease for Hangar PAP-1A with CYA, LTD
 - C. Community Development
 1. Ordinance Granting Conditional Use for a Day Care Center at 40 West Acorn Lane
 2. Ordinance Amending Ordinance 2019-47 Granting Conditional Use & Variations at 1511 Imhoff Drive
 3. Ordinance Granting Map Amendment to allow the Rezoning of 1203 Crystal Lake Road from B-2, Business-Neighborhood Convenience, to B-1, Residential Transitional
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Bogdanowski
 - D. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - E. Trustee Bojarski
 - F. Trustee Murphy
 1. Parks and Recreation Board Liaison Report

- 6. Village President
 - A. Appointment – Finance Director/Treasurer – Peter Stefan (Thursday)
 - B. Appointment – Planning & Zoning Commission – James E. Dixon (Thursday)
- 7. Audience Participation
- 8. Adjournment

MEETING LOCATION
Lake in the Hills Village Hall
600 Harvest Gate
Lake in the Hills, IL 60156

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021

DEPARTMENT: Administration

SUBJECT: Ordinance Authorizing the Disposal of Surplus Property

EXECUTIVE SUMMARY

The Illinois Municipal Code requires adoption of an Ordinance to dispose of surplus property. The Village property listed in Exhibit A is no longer necessary or useful to the Village. In order to allow for disposal or sale, the attached Ordinance declares the property as surplus. The Ordinance authorizes the Village Administrator authority to determine the appropriate means of disposal. Staff will sell items with value and dispose of other items appropriately.

FINANCIAL IMPACT

Any money received from the sale of these items, will be returned to the appropriate fund.

ATTACHMENTS

1. Proposed Ordinance
2. Exhibit A

RECOMMENDED MOTION

Motion to adopt the ordinance declaring Village property as surplus.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021- _____

**An Ordinance Authorizing the Disposal of Surplus Property
Owned by the Village of Lake in the Hills**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

WHEREAS, the Village of Lake in the Hills is authorized to sell or otherwise dispose of personal property pursuant to Section 11-76-4 of the Illinois Municipal Code, 65 ILCS 5/11-76-4; and

WHEREAS, in the opinion of the President and Board of Trustees, it is no longer necessary, useful, or for the best interests of the Village to retain the property now owned by it and described in Exhibit A, attached hereto and by this reference incorporated herein and made a part hereof (the "Surplus Property");

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

SECTION 1: Recitals: The foregoing recitals are hereby incorporated into this ordinance as finding of the President and Board of Trustees.

SECTION 2: Declaration of Surplus Property: The President and Board of Trustees hereby find and determine that the surplus property is no longer necessary or useful to the Village and the best interests of the Village will be served by its sale or disposal.

SECTION 3: Authorization to sell or otherwise dispose of surplus property: The Village Administrator is hereby authorized to sell or otherwise dispose of the surplus property in such a manner as the Village Administrator shall determine is in the best interest of the Village.

SECTION 4: Effective Date: This ordinance shall be in full force and effect from and after its passage, approval, and publication in pamphlet for in the manner provided by law.

Passed this 25 day of February 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF February, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published: _____

Village of Lake in the Hills Surplus List
Exhibit A
February 25, 2021

	Quantity	Item Description	Identification Number(s)
1.	1	File Cabinet - Administrators Office	N/A
2.	1	File Cabinet - Non-Fire Proof	N/A
3.	1	2014 Chevrolet Tahoe	VIN #1GNLC2EO634182127
4.	1	2014 Chevrolet Tahoe	VIN #1GNSK2E01ER165301
5.	4	Furnaces - Well #16	N/A
6.	1	Brother EM-630 Typewriter	F78672743
7.	1	Ford F-150 Pickup Truck	VIN #1FTRF12256KB21310
8.	1	Brother laser printer	Serial #L2380DW
9.	1	2 East Oak St. Fire System	Notifier SGL-404
10.	1	2 East Oak St. Hot Water Heater	N/A
11.	1	600 East Oak St. overhead door	N/A
12.	5	Power Heart G3	#4362359, #4157676, #4157649, #4105079, #410509
13.	1	Bark Park Fountain	MDF #440sm
14.	1	Bark Park Gate	N/A
15.	7	Big Belly trash compactor	#24002200, #240221, #240223, #240226, #240252, #240254, #2402656
16.	3	Charcoal Grills – Barbara Key Park, Larsen Park & Sunset Park	N/A
17.	1	Door Frame at PW	N/A
18.	1	Ford School Playground	N/A
19.	1	Hain House hot water heater	N/A

20.	15	Hain House tables	N/A
21.	49	Hain House Chairs	N/A
22.	4	Lift Tires	N/A
23.	4	Park Trash Dome Lids	N/A
24.	20	Park Trash Can Liners	N/A
25.	1	PD drinking fountain	N/A
26.	1	PD Marley Heater	Marley 558
27.	12	Picnic table tops and seats	N/A
28.	44	PW Lunch room chairs	N/A
29.	1	PW Exhaust System	N/A
30.	1	PW Mezzanine Heater	#869798828870
31.	1	SEC Furnace	#212609224
32.	2	Sunset Skate Park North & South	N/A
33.	5	Thorguard Lightning Prediction Systems	N/A
34.	1	2006 International Dump Truck	VIN #1HTWDAZR66J378285
35.	1	Ford F-250 Super Duty	VIN # 1FTSW20R48ED54961
36.	1	1995 Ingersoll-Rand portable air compressor with 841 hours	Model #P185WJD Serial #260322UKG327
37.	1	Redmax backpack blower EBZ7500	Serial #10403049
38.	1	Stihl battery powered pole saw HTA 85 with 12" bar	Serial #437899481
39.	1	Stihl gas powered chain saw MS201T with 14" bard	Serial #74105459
40.	1	Wells Cargo 16ft enclosed utility trailer	VIN #IWC200G23S1070005
41.	1	Mac tool Box MB-7100 with 10 draw top box & MB-7200 with 8 draw bottom box	#00370

42.	1	Western Plow "A" Frame	N/A
43.	1	Stihl gas powered pole saw head HT133	Serial #513513703
44.	1	Western 4 spring plow quadrant	N/A
45.	1	Western Plow 3 spring quadrant	N/A
46.	1	1998 16' Redi-Haul utility trailer	VIN #47SS142T7W1014066
47.	1	Weather Guard Low-side Truck tool box	N/A
48.	1	Miller Gold Seal GS250 Welder	#00360
49.	100	Toshiba phones	Various models
50.	2	Kronos Time Clocks	N/A
51.	4	AT&T Trimline Telephones	N/A
52.	1	AT&T answering machine	Serial #PQ809136467
53.	1	Holmes Fan	N/A
54.	1	Polycom VoiceStation 100	#A20220008628
55.	1	Martin Yale 1611 Folding Machine	Serial # 701C04.02636
56.	1	Projector w/mounting bracket & motorized screen	Model #PLC-XP41L Serial #G2401107
57.	3	Mobile Kenwood Radios – Model #TK-790	Serial #'s 10300526, 90200432, 10100171
58.	1	Motorola Mobile Radio – Model #D43MJA7DA5CK	Serial #428ASS3336
59.	1	Johnson Co. Mobile Radio – Model #Challenger Plus 242-7164	Serial #71641D208A24814
60	10	Kenwood Portable Radios – Model #TK-280	Serial #'s 10602199, 10602196,11201785,10800441, 30300468,30300470,01101357, 11102964,11201783, 30300465

61.	11	Kenwood Portable Radios – Model #TK-290	Serial #'s 60901021, 60901022, 20800285,00800986,20800284, 70100291,00800989,00800879, 00700365, 00800985,00900657
62.	1	Kenwood Portable Radio – Model #TK-260G	Serial #11201783
63.	1	Konica Minolta – BIZHUB 454E	Serial #A61E011006278
64.	1	Konica Minolta – BIZHUB 552	Serial #A2WV011003864



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021

DEPARTMENT: Administration

SUBJECT: Resolutions - Designating Various Financial Institutions as Designated Depositories - Authorized Signers/Officials

EXECUTIVE SUMMARY

The Village maintains several bank and investment accounts at multiple financial institutions, which vary in use from daily operating accounts, water billing collection accounts, State of Illinois revenue deposit accounts, and diversified investment accounts. Adequate Federal Deposit Insurance Corporation (FDIC) collateralization of funds is also achieved through the use of various financial institutions, which provides deposit insurance up to \$250,000 for all types of deposits received at an insured bank.

The Village President, Village Clerk, Village Administrator, and Village Treasurer are the authorized signers/officials on all Village accounts and any two signatures are required to execute financial transactions (e.g. signing a payroll check or withdrawing funds). The financial institutions listed in the Resolutions are currently authorized as designated depositories; however, the authorized signers need to be updated for each institution due to the recent staff change in Village Treasurer. Peter Stefan will be added as the Village Treasurer authorized signer/officer. The Village President, Village Clerk, and Village Administrator require no change at this time.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. A Resolution Designating First National Bank as an Authorized Depository.
2. A Resolution Designating Home State Bank, N.A. as an Authorized Depository.
3. A Resolution Designating Illinois State Bank as an Authorized Depository.
4. A Resolution Designating U.S. Bank as an Authorized Depository.
5. A Resolution Designating Fifth Third Bank as an Authorized Depository.
6. A Resolution Designating Illinois Metropolitan Investment Fund as an Authorized Depository.
7. A Resolution Authorizing the Use of PMA Financial Network, Inc. and PMA Securities Inc. in Securing Investments.

RECOMMENDED MOTION

Approve the seven Resolutions updating the authorized signers/officials at each financial institution.

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021-_____

**A Resolution Designating First National Bank as
an Authorized Depository**

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that First National Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator, and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator, and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Peter Stefan

Passed this 25th day of February 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021 - _____

**A Resolution Designating Home State Bank, N.A.
as an Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Home State Bank, N.A. be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard
Village Treasurer:	Peter Stefan

Passed this 25th day of February 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021-_____

**A Resolution Designating Illinois State Bank as
An Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Illinois State Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Peter Stefan

Passed this 25th day of February 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021- _____

**A Resolution Designating U.S. Bank
(Custodian for the Illinois Funds) as An Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that U.S. Bank, including its subsidiaries, assigns, and successors in interest (Custodian for the Illinois Funds) be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Peter Stefan

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021-_____

**A Resolution Designating Fifth Third Bank as
An Authorized Depository**

NOW, THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Fifth Third Bank be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator, and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator, and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard
Village Treasurer:	Peter Stefan

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST:

Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution No. 2021- _____

**A Resolution Designating Illinois Metropolitan Investment Fund
as an Authorized Depository**

NOW THEREFORE, BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that Illinois Metropolitan Investment Fund be and is hereby designated a depository in which the funds of this Corporation may be deposited by its officers, agents and employees, and the Village President, Village Clerk, Village Administrator and Village Treasurer shall be and each of them is hereby authorized to endorse for deposit for negotiation any and all checks, drafts, notes, bills of exchange and orders for the payment of money, either belonging to or coming into possession of the Corporation. Endorsements for deposit may be by the written, stamped or facsimile endorsements of the Corporation without designation of the person making the endorsements.

BE IT FURTHER RESOLVED, that the Village President, Village Clerk, Village Administrator and Village Treasurer (any two) of this Corporation are authorized to sign any and all checks, drafts, and orders including those drawn to the individual order of any such officer and/or other person signing the same without further inquiry or regard to the authority of said officer(s) and/or other person(s) or the use of said checks, drafts, orders or the proceeds thereof.

BE IT FURTHER RESOLVED, that each of the foregoing resolutions shall continue in force until express written notice of its rescission or modification has been received by the said Bank but if the authority contained in them should be revoked or terminated by operation of law without such notice, it is resolved and hereby agreed for the purpose of inducing the said Bank to act thereunder, that said Bank shall be saved harmless from any loss suffered or liability incurred by it in so acting after such revocation or termination without such notice.

I FURTHER CERTIFY, that the following named persons are officers of said Village, duly qualified and now acting as such:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard

Village Treasurer:

Peter Stefan

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:

VILLAGE OF LAKE IN THE HILLS

Resolution 2021-_____

**A Resolution Authorizing the Use of
PMA Financial Network, Inc. and PMA Securities, Inc.
in Securing Investments**

Whereas, the Board of Trustees of the Village of Lake in the Hills deems it to be in the best interest of the Village of Lake in the Hills for its Treasurer to make use, from time to time, of investments which are legal under the applicable state statutes; and

Whereas, a list of authorized and suitable investments for the Village of Lake in the Hills is included in its Investment Policy that has been approved by the Board of Trustees of the Village of Lake in the Hills; and

Whereas, the Board of Trustees of the Village of Lake in the Hills deems it to be in the best economic and administrative interest of the Village of Lake in the Hills for its Treasurer to make use of, from time to time, PMA Financial Network, Inc. and PMA Securities, Inc. in securing such investments;

NOW, THEREFORE, BE IT RESLOVED by the President and Board of Trustees of the VILLAGE OF LAKE IN THE HILLS, McHenry County and State of Illinois, as follows:

SECTION 1: The foregoing recitals are incorporated herein as findings of the President and Board of Trustees of the Village of Lake in the Hills; and

SECTION 2: That the Treasurer shall make use of investments legal under the applicable state statutes and approved in the Village of Lake in the Hills' Investment Policy and that when needed, notice of any modifications made to the Investment Policy, from time to time, be provided by the Treasurer; and

SECTION 3: That monies of the Village of Lake in the Hills may be invested at the discretion of its Treasurer or those acting on behalf of the Treasurer through the intermediary (PMA Financial Network, Inc. and PMA Securities, Inc.); and

SECTION 4: That the Treasurer may acquire guarantees for prompt return of invested and deposited monies; and

SECTION 5: That the Village of Lake in the Hills may open a depository account and enter into wire transfer agreements, third party surety agreements, safekeeping agreements, collateral agreements, and lockbox agreements with Harris N.A. and other

institutions participating in PMA Programs for the purpose of transaction clearing and safekeeping or the purchase of insured certificates of deposit through PMA's Insured CD Program, and PMA Financial Network, Inc. and/or PMA Securities, Inc. are authorized to act on behalf of the Village of Lake in the Hills as its agent with respect to such accounts and agreements; and

SECTION 6: That the Treasurer or those acting on behalf of the Treasurer may execute documents, financial planning contracts, financial advisory contracts and other applicable agreements, as necessary, with PMA Financial Network, Inc. and PMA Securities, Inc. The following individuals, or their successors, currently holding the office or position are designated as "Authorized Officials" with full power and authority to effectuate the investment and withdrawal of monies, contracts, and agreements on behalf of the Village of Lake in the Hills:

Village President:	Russ Ruzanski
Village Clerk:	Cecilia Carman
Village Administrator:	Fred Mullard
Village Treasurer:	Peter Stefan

SECTION 7: This Resolution shall be in full force and effect on March 1, 2021.

Passed this 25th day of February 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF February, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the 2021 Parking Lot Replacements Project

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Champion Paving of Hampshire, IL, for the 2021 parking lot replacements project, in an amount not to exceed \$49,200.00.

Staff released a Request for Proposal (RFP) on December 18, 2020, for the replacement of the Ryder Park and Knockels Park parking lots. The RFP invitation went to fifty-seven vendors, was posted on the Village's website, and was published in the *Northwest Herald*. Public Works received and opened fifteen sealed proposals on February 8, 2021. Champion Paving of Hampshire, IL was the lowest responsible bidder at \$49,200.00. The Village has previously contracted with Champion Paving for parking lot replacements and has been satisfied with the product and the company. The RFP results, a recommendation letter, the capital asset request forms and the bid certification form are attached for your review.

FINANCIAL IMPACT

The 2021 Village Budget includes \$96,000.00 for the replacement of the Ryder Park and Knockels Park parking lots in the Capital Improvement Fund. If awarded, the contract would be \$46,800.00 under budget.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form
4. Capital Asset Request Forms

RECOMMENDED MOTION

Motion to award a contract to Champion Paving of Hampshire, IL, for 2021 Parking Lot Replacements Project, in an amount not to exceed \$49,200.00.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Guy Fehrman, Streets Superintendent
Date: February 8, 2021 **Revised on February 9, 2021 (see below in red)**
Subject: 2021 Parking Lot Replacements Bid Results

The Public Works Department received and opened 14 Request for Proposal (RFP) submittals at 10:00 a.m. today for the 2021 Parking Lot Replacements Project. Vendors in attendance were Chris Pauza – Schroeder Asphalt, Brad Maulro – Maneval, Al Zikis – Alamp, Christine Swanson – Fowler Enterprises, MaryElien Suhin – Champion, Mike Novickas, M&J Asphalt Paving, and Jon Gier – Arrow Road. Those present from the Village of Lake in the Hills were Guy Fehrman – Streets Superintendent, Thomas Dun – Crew Leader, Peter D’Agostino – Administrative Services Manager, and Stephanie Raupp – Administrative Specialist I, acting as recorder. Peter D’Agostino read the RFP bid amounts:

COMPANY	BID	Bidder Acknowledges Addendum #1
M&J Asphalt Paving Company, Inc. 3124 S 60 th Court Cicero, IL 60804	Location One \$26,000.00	Yes
	Location Two \$38,900.00	
	Total \$64,900.00	
Fowler Enterprises LLC 41W691 Russell Road Elgin, IL 60124	Location One \$27,775.00	Yes
	Location Two \$42,045.00	
	Total \$69,820.00	
Champion Paving Corp. P.O. Box 610 Hampshire, IL 60140	Location One \$21,600.00	Yes
	Location Two \$27,600.00	
	Total \$49,200.00	
Maneval Construction Co, Inc. 28090 West Concrete Drive Ingleside, IL 60041	Location One \$21,900.00	Yes
	Location Two \$34,475.00	
	Total \$56,375.00	
Patriot Maintenance Inc. 405 Washington Boulevard Mundelein, IL 60060	Location One \$22,464.00	Yes
	Location Two \$35,000.00	
	Total \$57,464.00	
Arrow Road Construction Co. 1445 Oakton Street Elk Grove Village, IL 60007	Location One \$24,900.00	Yes
	Location Two \$40,000.00	
	Total \$64,900.00	
Advantage Paving Solutions, Inc 20502 S Cherry Hill Road Joliet, IL 60433	Location One \$36,480.00	Yes
	Location Two \$47,655.00	
	Total \$84,135.00	

Troch McNeil Paving Company, Inc. 2425 Pan Am Boulevard Elk Grove Village, IL 60007	Location One	\$24,785.50	No
	Location Two	\$40,439.50	
	Total	\$65,225.00	
Accu-Paving Co. 2665 S 25 th Avenue Broadview, IL 60155	Location One	\$23,900.00	No
	Location Two	\$31,900.00	
	Total	\$55,800.00	
Chadwick Contracting Company 12 Prosper Court Lake in the Hills, IL 60156	Location One	\$23,085.00	Yes
	Location Two	\$31,320.00	
	Total	\$54,405.00	
Kaplan Paving 34523 N Wilson Road Ingelside, IL 60041	Location One	\$-	No
	Location Two	\$-	
	Total	\$97,062.00	
Chicagoland Paving Contractors Inc. 225 Telser Road Lake Zurich, IL 60047	Location One	\$20,000.00	Yes
	Location Two	\$30,000.00	
	Total	\$50,000.00	
Schroeder Asphalt Services, Inc. P.O. Box 831 Huntley, IL 60142	Location One	\$19,150.00	Yes
	Location Two	\$30,640.00	
	Total	\$49,790.00	
ALamp Concrete Contractors, Inc. 1900 Wright Boulevard Schaumburg, IL 60193	Location One	\$29,703.00	Yes
	Location Two	\$44,475.00	
	Total	\$74,178.00	
Taza Construction dba Tiles in Style, LLC* 1212 S. Naper Blvd Suite #119-109 Naperville, IL 60540	Location One	\$57,267.00	No
	Location Two	\$87,705.00	
	Total	\$140,972.00	

*Note: RFP submittal was submitted on-time but was not read at the bid opening.

The RFP opening concluded at 10:25 a.m. Village staff will review all RFP submittals and plan to make a recommendation to the Village Board of Trustees at the February 23, 2021 Committee of the Whole Meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Director of Public Works
From: Guy Fehrman, Streets Superintendent
Date: February 9, 2021
**Subject: Recommendation to Award a Contract for Parking Lot replacements to
Champion Paving**

I recommend awarding the contract to Champion Paving for the 2021 parking lot replacements project in the amount of \$49,200.00.

A request for proposal was emailed to fifty-seven prospective bidders. The RFP was posted on the Village's website, and published in the local paper. On February 8, 2021 fifteen sealed bids were opened. Champion Paving submitted the low bid at 49,200.00. Champion Paving previously provided parking lot replacement services for the Village and staff has been satisfied with their service and the company.

The 2021 Village Budget includes \$96,000.00 for the parking lot replacements in the Capital Improvement Fund.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM

CONTRACTOR'S NAME: Champion Paving Corporation
ADDRESS: PO Box 610
Hampshire, IL 60140

1. COST OF WORK:

The undersigned, having familiarized [himself/herself] with conditions affecting the cost of the work and its performance and having carefully examined and fully understood the INSTRUCTION TO BIDDERS, hereby affirms and agrees to enter into a contract with the Village of Lake In The Hills, Illinois;

The undersigned hereby also certifies that in accordance with 710 ILCS 7/33E-11 that the Bidder is not barred from submitting a bid for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning bid rigging, bid rotating, kickbacks, bribery and other interference with public contracts;

To PROVIDE all supervision, labor, material, equipment, and all other expense items to perform completely the entire work covered by all specifications for the entire work;

Location	Price (Not-to-exceed)
Location One – 7 Linden Street	\$ 21,600
Location Two – 145 Hilltop Drive	\$ 27,600

TOTAL (locations 1 & 2) \$ 49,200 * See Appendix 1

2. COSTS:

The undersigned hereby affirms and states that the prices quoted herein constitute the total cost to the Village for all work involved in the respective items and that this cost also includes all insurance, royalties, transportation charges, use of all tools and equipment, superintendence, overhead expense, all profits, and all other work, services, and conditions necessarily involved in the work to be done and materials to be furnished in accordance with the requirements of the contract documents considered severally and collectively. All bids shall be held valid for a period of 60 days after the bid due date.

The undersigned hereby also certifies that this bid is genuine and not collusive or sham; that said Bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder or person, to put in a sham bid or to refrain from submitting a bid; and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, to fix the proposed price elements of said bid, or that of any other Bidder, or to secure any advantage against any other Bidder or any person interested in the proposed contract.

The undersigned hereby also certifies in accordance with 65 ILCS 5/11-42.1-1 that the Bidder is not delinquent in the payment of any tax administered by the Illinois Department of Revenue, unless the amount and/or liability is being properly contested in accordance with the procedures established by the appropriate revenue act

The undersigned hereby also certifies in accordance with 720 ILCS 5/33 E that the Bidder will not participate in bid rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a bidder specifically attesting to the provisions of 5/33E-3 and 5/33E-4.

The undersigned hereby also certifies in accordance with 775 ILCS 5/2-105 that the Bidder must furnish evidence of adoption of a written policy on sexual harassment pursuant to the statute. The Village's interpretation of this statute is that such a policy does not have to be submitted with the bid, but the Bidder must have one in order to receive a contract.

The undersigned hereby also certifies that the bid is in compliance with all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

The undersigned hereby affirms and states that the prices listed as "Delivered and Installed" are the unit and total costs for the delivery of item(s) to their designated locations ready for use.

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2021 Parking Lot Replacements, [he/she] will completely perform the contract in strict accordance with its terms and conditions by May 31, 2021.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2021 Parking Lot Replacements, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.
- D. In the event of a delay to the 2021 Parking Lot Replacements Completion Date as per the Contract Schedule for which Contractor is solely responsible, Contractor shall pay Liquidated Damages to Village of Lake in the Hills at a rate of \$200 per day of delay.

Dated at 3:00 PM this 5th day of February, 2021

By: [Signature]
(Signature)

Its: VP
Title

[Signature] being duly sworn, deposes and states that he/she is the Vice President of Champion Parking Corporation and that the statement above is

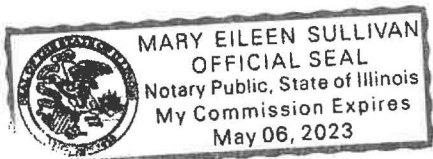
true and correct. Subscribed and sworn before me this February day of February, 2021

(NOTARY STAMP) [Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 2021

By: _____
(Russ Ruzanski, Village President)



CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Public Works
DIVISION:	Properties

NAME OF ASSET OR PROJECT TITLE:

Ryder Parking Lot East Resurfacing & Improvements

TOTAL EXPECTED COST:

\$50,000.00

DESCRIPTION:

Replace the parking lot at Ryder Park.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: At 24 years old, the Ryder Park parking lot has reached the end of its useable life.
- 2: Each year, staff evaluates the condition of the parking lots in the Village. Based on this assessment, each parking lot is given a condition rating. The parking lots with the lowest rating are prioritized in the replacement schedule. Delaying the replacement of deteriorated parking could lead to higher future replacement costs.
- 3: Delaying the replacement of deteriorated parking lots could lead to higher future replacement costs.



CAPITAL ASSET REQUEST FORM

FUND:	General
DEPARTMENT:	Public Works
DIVISION:	Properties

NAME OF ASSET OR PROJECT TITLE:

Nockels Parking Lot Replacement

TOTAL EXPECTED COST:

\$46,000.00

DESCRIPTION:

Replace the parking lot at Nockels Park.

CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

CRITERIA:

- 1: At 25 years old, the Nockels Park parking lot has reached the end of its useable life.
- 2: Each year, staff evaluates the condition of the parking lots in the Village. Based on this assessment, each parking lot is given a condition rating. The parking lots with the lowest rating are prioritized in the replacement schedule. Delaying the replacement of deteriorated parking could lead to higher future replacement costs.
- 3: Delaying the replacement of deteriorated parking lots could lead to higher future replacement costs.





REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021
DEPARTMENT: Public Works
SUBJECT: Airport Ground Lease for Hangar PAP-1A

EXECUTIVE SUMMARY

Staff seeks approval to enter into a twenty year ground lease for hangar PAP-1A with CYA LTD of Crystal Lake, IL

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangers. Larry Galizi with CYA Ltd. is requesting a new ground lease on Hangar PAP-1A. This lease is for the period of February 26, 2021 to February 25, 2041. The lease includes an option to renew for four additional five-year terms.

Mr. Galizi has signed the appropriate lease form and has acceptable proof of insurance for another hangar on the airfield. He intends to add this new hangar to his existing policy. A background check was previously completed and no issues were found by the Lake in the Hills Police Department.

FINANCIAL IMPACT

The Airport Fund will receive \$2,574.96 annually from the ground lease and another \$384 from electrical fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Proposed Ordinance
2. PAP-1A Ground Lease

RECOMMENDED MOTION

Motion to approve the Ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-1A with CYA LTD of Crystal Lake, IL.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-_____

**An Ordinance Authorizing the Approval of a Ground Lease
between the Village of Lake in the Hills
and CYA LTD for PAP- 1A**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

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

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and CYA LTD for PAP-1A at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____

VILLAGE OF LAKE IN THE HILLS
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this "Lease") made and entered into at Lake in the Hills, Illinois, this 25th day of February, 2021 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the "Lessor") and CYA LTD (the "Lessee").

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the "Airport"), which parcel of property is commonly known as:

[PAP-1A]

Lot dimensions: 46' X 21' ; 19'6" X 23'8" (The "Premises").

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on February 26, 2021 and shall continue for a period of 20 years and shall terminate February 25, 2041 (the "Initial Term") unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the "Extension Terms"), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the "Extension Notice") at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the "Rental Increase Notice") within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor's delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the "Termination Notice") of its intention to do so no later than 10 days after the Lessor's delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the "Hangar") for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the "Approved Uses").

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee's own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent

shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease. Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar or other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.

(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;
- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the

Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at its sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written

consent, which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the

party to receive it at the following address or at such other address as the party may from time to time direct in writing:

To the Lessee at:

CYA LTD
500 Coventry Lane #140
Crystal Lake, IL 60014

and to the Lessor at:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Village Administrator

with a copy to:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, Illinois 60156
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

ARTICLE 21: PRIOR AGREEMENTS

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: _____
Village President

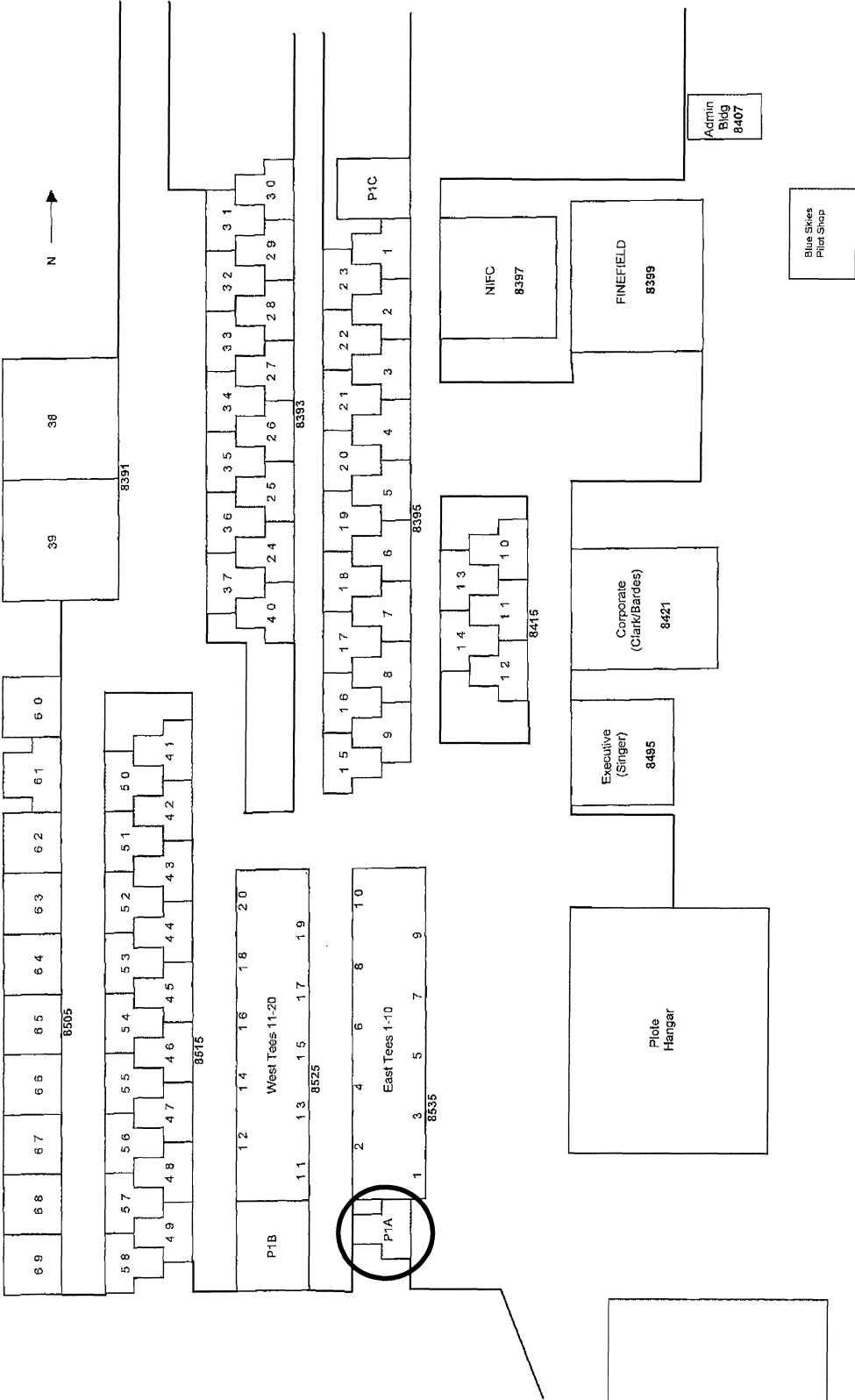
Attest: _____
Village Clerk

[LESSEE] CYA LTD

By: _____
CYA LTD

Title: MEMBER

EXHIBIT A PREMISES



**EXHIBIT B
RENT SCHEDULE**

Village Owned Facility Leases and Tie Downs

Description	Rate	Frequency
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

Description	Rate	Frequency
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

Overnight Transient Storage

*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

Description	Rate	Frequency
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..)	\$214.58	Monthly

Land Leases

*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee
Monthly Fee by Breaker Size and Configuration**

Breaker Size (Amps)	Monthly Fee (USD)	Comments
20	\$9	Single breaker serves 3 individual hangars
20	\$13	Single breaker serves 2 individual hangars
20	\$26	Fee per individual breaker
30	\$38	Fee per individual breaker
40	\$51	Fee per individual breaker
50	\$64	Fee per individual breaker
60	\$77	Fee per individual breaker

Disconnect/Reconnect – Electrical

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

Non-Aeronautical Storage

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

Area in Square Feet	Monthly Rental Rate
10x10	\$33
10X30	\$75

Waiver to Late Fees

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10th of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C
PLANS**

Not applicable.



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021

DEPARTMENT: Community Development

SUBJECT: Conditional Use for Day Care Center as a Principle Use at 40 West Acorn Lane

EXECUTIVE SUMMARY

Dean W. Kelley of Abbott Land and Investment Corporation requests a conditional use permit for operation of a day care center as a principle use at 40 West Acorn Lane.

The subject property has been in use as both children's learning and/or day care since 1993. The following is a brief timeline of the building use and structural changes;

- In 1993, an 8,000 square foot structure was constructed, with the first tenant being a daycare center.
- In 2010 the building was doubled in size to its present footprint and occupied by KinderCare
- KinderCare closed its operation at this location and the building was left vacant
- The building established divided tenant space in 2018 as shown on the submitted site plan
- Parkland Preparatory Academy occupies the eastern half of the building and has so since December, 2018
- Little Minds Day Care was approved as a conditional use in 2019 and occupied the western half of the building for a brief period of time, before vacating the space.

Recently, the parking lot was restriped to redistribute handicap parking to better serve the two separate entrances. Daycare facilities are allowable as a conditional use the B-3 General Business district. Daycare operations have been approved for different applicants since 1993; however, as those approvals have expired, the current applicant is required to receive approval for a new daycare operation.

The Planning and Zoning Commission conducted a public hearing on February 16, 2021 for the petitioner's request. The Commissioners voted 4-0 to recommend approval of conditional use for day care center as a principle use at the February 16, 2021 meeting. There were no public comments.

FINANCIAL IMPACT

None

ATTACHMENTS

- | | |
|-----------------|--------------|
| 1. Staff report | 3. Exhibits |
| 2. Application | 4. Ordinance |

RECOMMENDED MOTION

Motion to approve an Ordinance allowing a day care center as a conditional use at 40 West Acorn Lane, Parcel 19-29-101-032.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: February 16, 2021

DEPARTMENT: Community Development

SUBJECT: Conditional Use for Day Care Center as a Principle Use at 40 West Acorn Lane

EXECUTIVE SUMMARY

General Information

Requested Action: Dean W. Kelley of Abbott Land and Investment Corporation requests a conditional use permit for operation of a day care center as a principle use at 40 West Acorn Lane.

Owner: Southwind Investment II, LLC

Applicant: Dean W. Kelley of Abbott Land and Investment Corporation

Purpose: Operation of a day care center as a principle use.

Location and Size: 40 West Acorn Lane – approximately 1.761 acres

Zoning and Land Use:

Site:	B-3 General Business/Children’s Learning & Vacant
North:	B-3 General Business/Auto Service
East:	R-4 Multi-Family Dwelling/Residential
South:	B-3 General Business/Retail
West:	B-3 General Business/Retail
Future Land Use:	Commercial

Background

The subject property has been in use as both children’s learning and/or day care since 1993. The following is a brief timeline of the building use and structural changes;

- In 1993, an 8,000 square foot structure was constructed, with the first tenant being a daycare center.

- In 2010 the building was doubled in size to its present footprint and occupied by KinderCare
- KinderCare closed its operation at this location and the building was left vacant
- The building established divided tenant space in 2018 as shown on the submitted site plan
- Parkland Preparatory Academy occupies the eastern half of the building and has so since December, 2018
- Little Minds day care was approved as a conditional use in 2019 and occupied the western half of the building for a brief period of time, before vacating the space.

Recently, the parking lot was restriped to redistribute handicap parking to better serve the two separate entrances. Daycare facilities are allowable as a conditional use the B-3 General Business district. Daycare operations have been approved for different applicants since 1993; however, as those approvals have expired, the current applicant is required to receive approval for a new daycare operation.

Standards and Findings of Fact for a Conditional Use

The Planning and Zoning Commission may recommend and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use requested:

- A. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The applicant indicates a daycare has been in operation periodically since 1993 and another daycare at this facility would be in the interest of public convenience and general welfare of the neighborhood and community.

Staff finds a new daycare at this facility would make a positive contribution to the community and provide a necessary service to the area.

- B. That the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;**

The applicant indicates the intended daycare use is harmonious with the residential and commercial nearby areas. The property has been remodeled and is well-maintained.

Staff finds the proposed use will not be detrimental to the health, safety, morals, or welfare of those working or living in the area and will not injure property values.

- C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;**

The applicant indicates a conditional use for daycare would be in keeping with similar daycare conditional uses which have existed at the facility for a number of years and would no impact on the orderly development or improvement of the surrounding area.

Staff finds the proposed daycare would not impede the normal and orderly development or improvement of the surrounding area.

D. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents;

The applicant has stated the property has been zoned B-3 General Business for approximately 28 years and is in compliance with the Village's Comprehensive Plan.

Staff finds daycare to be allowable as conditional use in the B-3 General Business zoning district and that the subject property is located in a compatible "Commercial" land use district on the Future Land Use Map.

E. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation;

The applicant indicates the facility has adequate parking for a daycare use, in addition to the existing Parkland Preparatory Academy parking needs, and that there are two access points and good vehicular and pedestrian circulation in and around the subject property.

Staff finds the proposed daycare will occupy 7,700 square feet and will therefore require 19 spaces. The proposed layout provides 24 spaces for the daycare. The use will likely not increase traffic congestion or hazards beyond any allowable use in the B-3 district or previous tenant. Vehicular access will likely not be negatively impacted. Pedestrian circulation is limited in this area and, therefore, likely will not be impacted by the proposed use.

F. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities;

The applicant indicates this action will not impact essential public facilities and services nor private utilities.

Staff finds the use can be adequately served by essential public and private facilities, services, and utilities.

G. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees;

The applicant indicates the proposed use and building space will continue to comply with all applicable regulations of the zoning code.

Staff finds the proposed use will comply with related use zoning regulations specified in the zoning code and that any site plan review needed will require the applicant to comply with any applicable regulations.

ATTACHMENTS

1. Application
2. Site Plan
3. Zoning Map
4. Future Land Use Map
5. Aerial Photo

RECOMMENDED ACTION

The Planning and Zoning Commission recommend approval to the Village Board for a conditional use for daycare as a tenant use at 40 West Acorn Lane on Parcel 19-29-101-032.



PLANNING & ZONING APPLICATION

Property Information

Common street address: 40 W. Acorn Lane, Lake in the Hills, IL 60156

PIN (Property Index Number): 19-29-101-032

Current Zoning: B-3 General Business District Proposed Zoning: B-3 General Business Conditional Use

Current Use: Day Care Proposed Use: Day Care

Is the request consistent with the Comprehensive Plan? Yes

Number of Acres: 1.761 acres **If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.**

Legal description of the property (print or attach exhibit): LOT 1 in Children's World Learning Center Resubdivision, being a Resubdivision of Lot 1 in Acorn Lane Commercial Center Unit 2 and Lot 1 in Acorn Lake Commercial Center Unit 3, in the West half of the Northwest Corner of Section 29, Township 43 North, Range 8 East of the Third Principal Meridian, and the Southwest Corner of the Southwest Quarter of Section 20, Township 43 North, Range 8 East of the Third Principal Meridian, according to the Plat thereof recorded July 27, 2001 as Document Number 2001R0053521, in McHenry County, Illinois

Property Owner Information

Name(s): John Harris

Business/Firm Name (if applicable): Southwind Investment II, LLC

Address: 2250 Southwind Blvd.

City/State/Zip: Bartlett, IL 60103

Phone Number: 630-497-9440

Email: jharris@grp7.com

Applicant Information

Name(s): Dean W. Kelley

Business/Firm Name (if applicable): Abbott Land and Investment Corporation

Address: 2250 Southwind Blvd.

City/State/Zip: Bartlett, IL 60103

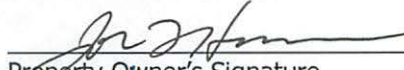
Phone Number: 630-497-9440 Ext. 4

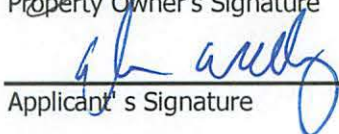
Email: dean@abbottland.com

PLANNING & ZONING APPLICATION
Page Two

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use	X	\$500 + \$10/ac over 2 ac	I	Yes	\$500
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees – add column 6 (Separate Check)					\$500
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check) Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.


4 JAN 2021
If Owner/Applicant is a School District please, fill out and submit Appendix N
 Property Owner's Signature Date


1/4/2021
 Applicant's Signature Date

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.



Property Address/PIN: 19-29-101-032

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

The proposed day care use has existed at the subject property since 1993 and has served the
neighborhood and community in providing childcare over those years. It is located close to
residential and has access to Randall Road.

2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

The property is harmonious with the residential to the east and the commercial to the south and west.
The property has been remodeled and is well-maintained both in the interior and the perimeter
landscaping.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

This is a renewal of a conditional use and the property has been in existence for a number of years.
It will have no impact regarding the orderly development or improvement of surrounding property
or uses within the district.

4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

The property has been zoned B-3 General Business District for approximately twenty-eight years and is
in compliance with the Village's comprehensive plan.

5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

The facility has adequate parking for a day care use and also similar uses. There are two access points
that provide for a smooth flow of traffic both in and out of the facility at all hours of the day. There is
also pedestrian access by sidewalks along Acorn Lane.


6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**

The property is being adequately served by essential public facilities and services and by private utilities
as applicable. That will continue with the renewal of the special use.

7. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees. **Explain how this standard is met.**

The building has been remodeled and any and all regulations and conditions within the Zoning Code were
followed. We will work with staff to obtain the proper permits and licenses to continue to operate the
day care facility.

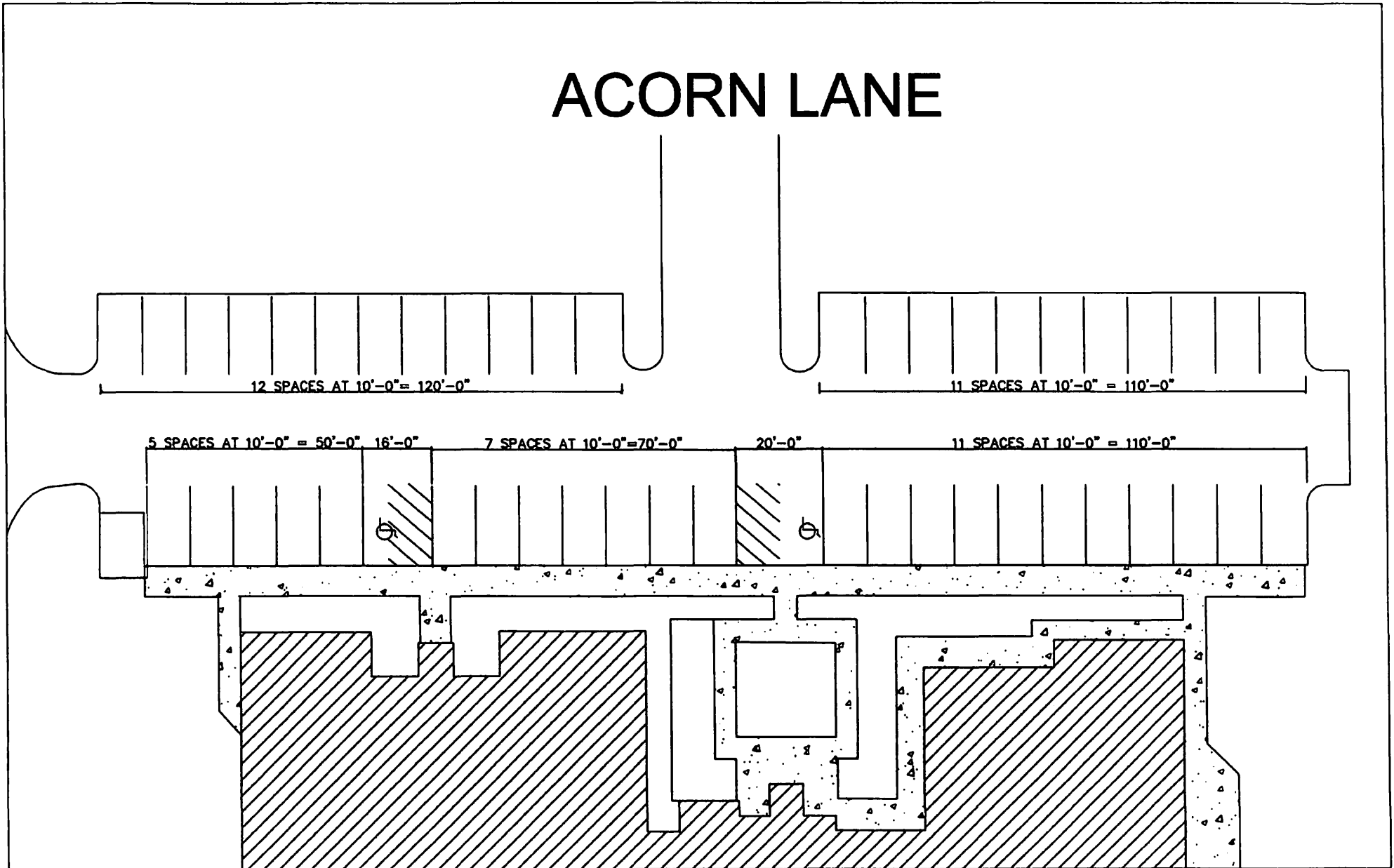
8. The Village may impose any other criteria as identified in the Zoning Code.

 4 JAN 2021
Property Owner's Signature Date

 1/4/2021
Applicant's Signature Date

EXHIBIT A-1
SITE PLAN and PARKING EXHIBIT
40 W. ACORN LANE, LAKE IN THE HILLS, IL

ACORN LANE

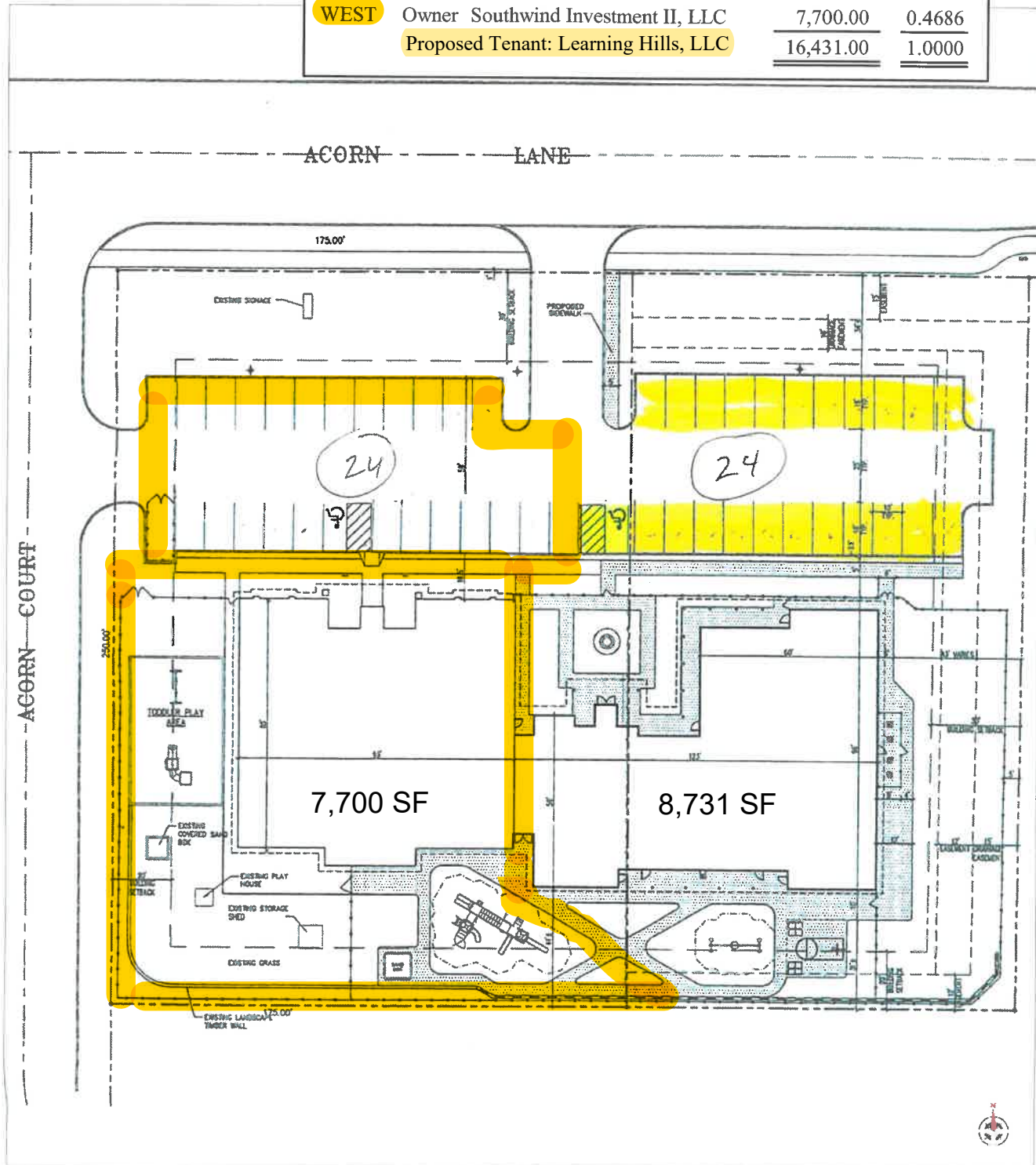


40 WEST ACORN LANE

Lake In The Hills, IL 60156

SITE PLAN

Part of Building	TENANT/OWNER NAME	SF	%
EAST	Tenant Parkland Preparatory Academy	8,731.00	0.5314
WEST	Owner Southwind Investment II, LLC	7,700.00	0.4686
	Proposed Tenant: Learning Hills, LLC	16,431.00	1.0000

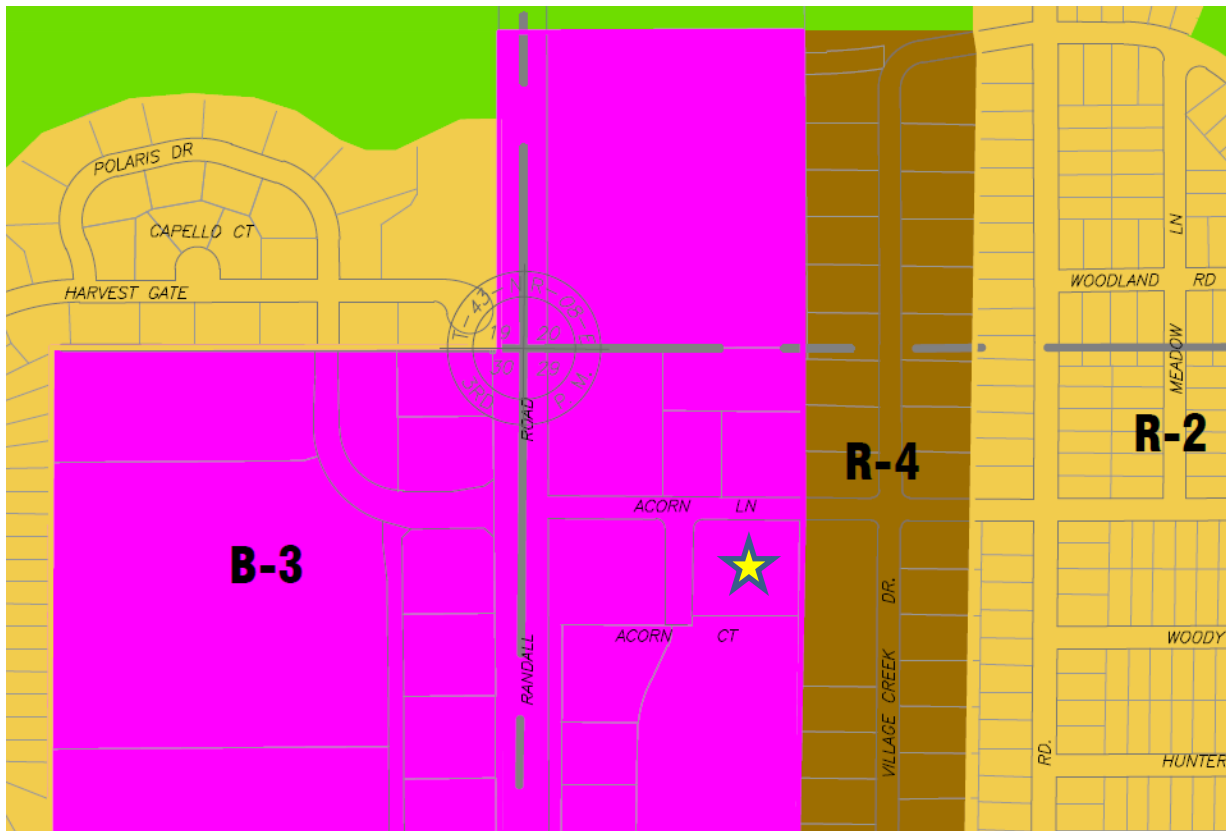


Conditional Use for daycare at 40 West Acorn Lane



EXHIBITS

ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO



SITE PHOTOS



VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - ____

**An Ordinance Granting Conditional Use to Allow a
Day Care Center Use at 40 West Acorn Lane, Parcel 19-29-101-032**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, Southwind Investment II, LLC, owner, and Dean W. Kelley of Abbott Land and Investment Corporation, applicant, at Parcel 19-29-101-032, petitioned the Village of Lake in the Hills for conditional use approval to allow a Day Care Center use; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and its recommendation relative to the conditional use for the subject property; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the report of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearing before the Commission; and

NOW, THEREFORE, Be it ordained by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that:

SECTION 1 The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The findings and recommendations of the Planning and Zoning Commission on the question of granting the conditional use approval to allow a Day Care Center Use at 40 West Acorn Lane, Parcel 19-29-101-032, is hereby accepted.

SECTION 3: The conditional use approval to allow a day care center use at 40 West Acorn Lane, Parcel 19-29-101-032, is hereby granted.

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

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

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021
DEPARTMENT: Community Development
SUBJECT: Conditional Use and Variations Amendments at 1511 Imhoff Drive

EXECUTIVE SUMMARY

Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC requests a conditional use approval for a new site plan for outdoor storage of vehicles as a principle use at 1511 Imhoff Drive. The applicant also requests variations to Section 9.4 and Section 15.3 to allow for a fence in the front yard along the front property line.

The applicant applied for and received conditional use approval for an outdoor storage of vehicles as a principle use in October of 2019 in order to operate a recreational vehicle storage business. The conditional use application included a sketch plan showing storage area for 52 recreational vehicles, chain link fencing along south and west property lines, pavement within 12 feet of the front property line, pavement within 10 feet of side property lines, a fence 10 feet from the front property line, and other site details. No landscaping plan was submitted as part of the application.

A variation was also granted in conjunction with the conditional use approval in October of 2019. The variation allowed for the front fencing along the front yard and for the fence to be within 10 feet of the front property line. The variation also allowed for the pavement to be extended closer to the side and front property lines than allowed for in the Manufacturing Districts Bulk Chart in Section 9.4.

The site was constructed in late 2020. However, the site was not constructed in accordance with the site plan submitted with the conditional use that was approved in October, 2019. The site now includes an additional six storage/parking areas for recreational vehicles and front fencing along the front property line. The applicant is requesting conditional use approval for outdoor storage of recreational vehicles in accordance with the attached site plan reflecting the increase in the number of spaces as well as the movement of the front fence from the previously approved 10 foot setback to the front property line. A variation request has been submitted in conjunction with the conditional use request to allow for the fence location at the front property line.

The Planning and Zoning Commission conducted a public hearing on February 16, 2021 for the petitioner's request. The Commissioners voted 4-0 to recommend approval of the amended site plan for the conditional use and the further variations to Section 9.4 and Section 15.3. The approval included the first two staff-recommended conditions and a substitution of the third staff-recommended condition with their own condition. Public comments consisted of a letter from the Imhoff Industrial Park Board stating they had no objection the requested fence location, which was read into the public record during the public hearing.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Staff reports
2. Applications
3. Exhibits
4. Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Ordinance 2019-47 by adopting a new site plan and allowing for further variations to Section 9.4 and Section 15.3 at 1511 Imhoff Drive, Parcel 19-21-127-005, with the following additional conditions to be met within 120 days of approval of the ordinance;

- 1) A landscaping plan be submitted and approved in accordance with Section 26, Landscaping, to the greatest extent possible, as determined by the Community Development Director. Optimal placement and tree and shrubs types shall be derived which minimizes the impact of plantings on the public utility easement, fencing, and snow removal.
- 2) An agreement signed between the property owner and the Village to hold the property owner responsible for any costs associated with removal of fencing, placement of temporary security fencing, and replacement of permanent fencing associated with any improvements, replacement, or repair the water main located within the easement.
- 3) A requirement for the property owner to deed restrict the property and hold property owner responsible for expenses related to replacement of front fence should maintenance be performed by the Village within the public utility right of way.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: February 16, 2021

DEPARTMENT: Community Development

SUBJECT: Conditional Use for Outdoor Storage of Vehicles as a Principle Use at 1511 Imhoff Drive

EXECUTIVE SUMMARY

General Information

Requested Action: Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC requests a conditional use permit in accordance with a new site plan for outdoor storage of vehicles as a principle use at 1511 Imhoff Drive.

Owner: Prairie Enterprises Inc., LLC

Applicant: Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC

Purpose: Construct and operate a recreational vehicle storage facility.

Location and Size: 1511 Imhoff Drive – approximately 1.29 acres

Zoning and Land Use:

Site:	M-1 Limited Manufacturing
North:	M-1 Limited Manufacturing
East:	M-1 Limited Manufacturing
South:	M-1 Limited Manufacturing
West:	M-1 Limited Manufacturing
Future Land Use:	Manufacturing/Commercial

Background

The applicant applied for and received approval for an outdoor storage of vehicles as a principle use conditional use in October of 2019 in order to operate a recreational vehicle storage business. The conditional use application included a sketch plan showing storage area for 52 recreational vehicles, chain link fencing along south and west property lines, pavement within 12' of the front property line,

pavement within 10' of side property lines, a fence 10' from the front property line, and other site details. No landscaping plan was submitted as part of the application.

A variation was also granted in conjunction with the conditional use approval in October of 2019. The variation allowed for the front fencing along the front yard and for the fence to be within 10' of the front property line. The variation also allowed for the pavement to be extended closer to the side and front property lines than allowed for in the Manufacturing Districts Bulk Chart in Section 9.4.

The site was constructed in late 2020; however, the site was not constructed in accordance with the site plan submitted with the conditional use that was approved in October, 2019. The site now includes an additional six (6) storage/parking areas for recreational vehicles and front fencing along the front property line. The applicant is requesting conditional use approval for outdoor storage of recreational vehicles in accordance with the attached site plan reflecting the increase in the number of spaces as well as the movement of the front fence from the previously approved 10' setback to the front property line. A variation request has been submitted in conjunction with the conditional use request to allow for the fence location at the front property line.

Standards and Findings of Fact for a Conditional Use

The Planning and Zoning Commission may recommend and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use requested:

- A. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community;**

The applicant indicates their proposed operation will meet a consumer demand that is not presently being met.

Staff has found demand to be present as the facility is currently operating at near-capacity.

- B. That the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity;**

The applicant indicates that since the proposed operation is similar to others in the area, it will not have any detrimental effect and fits squarely with the existing surrounding properties.

Staff has found different fencing, landscaping, and parking layouts along Imhoff Drive. Some properties do have outdoor storage. However, the properties to the west of the subject property have parking along the side of their buildings and extensive landscaping in the front property area shielding vehicles from view. They also have no fencing in the front yards. The nearby Grand Sports Center boat dealer has outdoor storage of recreational vehicles which is located to the rear of the building and is heavily landscaped. The pavement, storage, and fencing are considerably closer to property lines than other uses in the area and could impact the value of the improvements other businesses have made. In addition, the fencing intrudes an additional nine feet into the public utility/water main easement running along Imhoff Lane. Any future water main improvements, repair, or replacement would be hindered by the presence of a fence within the easement. Any water main improvements would need to remove the fencing, erect temporary security fencing, and replace fencing with new, at considerable cost.

C. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district;

The applicant indicates the parking will be more orderly than the parking and storage on many surrounding properties and will be indistinguishable from other operations.

Staff has found the properties to the west of the subject property and other businesses along Imhoff Drive have extensive landscaping in the front property area, with no fencing, that provide a pleasing entrance to the industrial park. The lack of landscaping along with the fencing along the property line of the proposed layout could make the industrial park less appealing should any underutilized or older business parcels be put on the market for sale and/or redeveloped in the future. In addition, the fence further encroaches by nine feet into the water main easement running along Imhoff Drive, which would complicate any maintenance or replacement of that water main, should the need occur in the future.

D. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents;

The applicant has stated the conditional use is a permissible use and complies with the uses permitted in the M-1 zoning district.

Staff finds the proposed use to be compatible with the future land use map, which indicates "Manufacturing/Industrial" for this area.

E. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation;

The applicant believes the proposal will not disrupt current vehicular circulation nor create traffic congestion in the area as the use would have less frequent vehicular trips compared to a business with employees.

Staff finds the use will likely not increase traffic congestion or hazards. Vehicular access will likely not be negatively impacted. Pedestrian circulation is limited in this area and, therefore, likely will not be impacted by the proposed use.

F. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities;

The applicant indicates this action will not impact essential public facilities and services nor private utilities.

Staff finds the use can be adequately served by essential public and private facilities, services, and utilities.

G. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees;

The applicant indicates the proposed use complies with the M-1 zoning district.

Staff finds the proposed use will not comply with Section 26, landscaping, as currently indicated on the proposed site plan. The previously adopted sketch plan in October 2019 did not include landscaping; however, the new proposed site plan, which includes a fence along the front property line and more parking, will be more intrusive in appearance and would benefit from a landscaping plan drawn in conformance with Section 26.

ATTACHMENTS

1. Application
2. Site Plan
3. Zoning Map
4. Future Land Use Map
5. Aerial Photo
6. Site Photos

RECOMMENDED ACTION

Planning and Zoning Commission recommend approval to the Village Board for a conditional use for outdoor storage of vehicles as a principle use at 1511 Imhoff Drive on Parcel 19-21-127-005 with the following conditions;

- 1) A landscaping plan be submitted and approved in accordance with Section 26, Landscaping to the greatest extent possible, as determined by the Community Development Director. Optimal placement and tree and shrubs types shall be derived which minimizes the impact of plantings on the public utility easement, fencing, and snow removal.
- 2) An agreement signed between the property owner and the Village to hold the property owner responsible for any costs associated with removal of fencing, placement of temporary security fencing, and replacement of permanent fencing associated with any improvements, replacement, or repair the water main located within the easement.
- 3) An automatically-renewing bond or surety submitted to the Village by the property owner equal to the cost, in labor and materials, of the section of fence located within the public utility easement.

This application and request for conditional use approval would be an amendment to the previously approved October 2019 conditional use adopting ordinance with the submitted site plan in this application being the approved site plan and replacement of the previous site plan.



REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

PLANNING AND ZONING COMMISSION

MEETING DATE: February 16, 2021

DEPARTMENT: Community Services

SUBJECT: Variations to Section 9.4, Manufacturing Districts Bulk Chart and Section 15.3, Permitted Fencing, at 1511 Imhoff Drive

EXECUTIVE SUMMARY

General Information

Requested Action: Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC requests variations to Section 9.4 and Section 15.3 to construct an outdoor parking facility at 1511 Imhoff Drive.

Owner: Prairie Enterprises Inc., LLC

Applicant: Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC

Purpose: Construct and operate a recreational vehicle storage facility.

Location and Size: 1511 Imhoff Drive – approximately 1.29 acres

Zoning and Land Use:

Site:	M-1 Limited Manufacturing
North:	M-1 Limited Manufacturing
East:	M-1 Limited Manufacturing
South:	M-1 Limited Manufacturing
West:	M-1 Limited Manufacturing
Future Land Use:	Manufacturing/Industrial

Background

The applicant applied for and received conditional use approval for an outdoor storage of vehicles as a principle use in October of 2019 in order to operate a recreational vehicle storage business. The conditional use application included a sketch plan showing storage area for 52 recreational vehicles, chain link fencing along south and west property lines, pavement within 12' of the front property line,

pavement within 10' of side property lines, a fence 10' from the front property line, and other site details. No landscaping plan was submitted as part of the application.

A variation was also granted in conjunction with the conditional use approval in October of 2019. The variation allowed for the front fencing along the front yard and for the fence to be within 10' of the front property line. The variation also allowed for the pavement to be extended closer to the side and front property lines than allowed for in the Manufacturing Districts Bulk Chart in Section 9.4. By allowing the pavement to be closer to front and side lots lines the variation effectively allowed for lot coverage in excess of than allowed for in the Manufacturing Districts Bulk Chart in Section 9.4.

The site has been constructed in accordance with the sketch plan adopted along with the conditional use approval in October, 2019, with the exception of an additional six (6) storage/parking areas for recreational vehicles and fencing along the front property line. The applicant is asking for a variation from Section 9.4 Bulk Chart and Section 15.3 to allow for the movement of the front fence from the previously approved 10' setback to the front property line, as shown on the submitted site plan. The variations are requested due to a field change during construction, increased snow storage, maneuvering of large recreational vehicles, and to accommodate additional parking spaces resulting from the expansion of the operation. Without the variations, the applicant feels the relocation of the fence to the original location would be economically challenging and would result in more fence maintenance.

Section 9 requires structures, including fencing, to be setback 30 feet from the property line along Imhoff Drive and Section 15.3 requires front fencing to be at least 10 feet of front property lines. The fence is currently installed outside the road pavement and within 1 foot from the front property line. The fence is a 6 foot chain link fence with up to 12" of barbed wire, a type allowed by Section 15.14.

Standards and Findings of Fact for a Variation

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located;

Without the variations, the applicant feels the relocation of the fence to the original location would be economically challenging and would result in more fence maintenance.

Staff finds the property could yield a reasonable return as the operation could continue with the fence at the 10' front setback, as originally allowed for in 2019. Moving the fence from the current location to the 10' setback would, however, result in a relocation cost and could result in additional maintenance during operation.

B. The plight of the owner is due to unique circumstances; and

The applicant indicates the field change during construction was not anticipated by him.

Staff finds fence construction could have been anticipated, given the location and amount of fill dirt needed to grade the site. However, the extent of the mitigation measures needed stabilize the fence at the 10' setback would require field/site inspection and soil testing which could be beyond that anticipated during construction plan drafting and review.

C. The variation, if granted, will not alter the essential character of the locality.

The applicant feels the variation would not alter the character of the industrial park subdivision as the property across Imhoff Drive has similar fencing type and location and a property on Industrial Drive also has similar fencing type and location.

Staff finds those properties located between Imhoff Drive and Industrial Drive do not have fencing in the front yard. Most of those properties have landscaping in the front yard. Some properties along the northern and eastern side of Imhoff Drive do have chain link fencing along the front property line, others do not. In general, older properties have the fences along the properties, newer properties have landscaping, with any fencing located in the side or rear yards. Therefore, fencing along the front property line cannot be considered the essential character of the industrial park. Landscaped front yards with fences set back from the road is considered the park's essential character. Allowing for fencing along the front property line on this property would negatively alter that character.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

D. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out;

The applicant indicates the nearby businesses currently have the same fence layout as proposed by the applicant and his business would be disadvantaged in comparison if the variation is not granted. The curve of Imhoff Drive and resulting larger front yard is also cited as a factor.

Staff finds the property to have been relatively flat, before grading for the operation was conducted, with no natural vegetation, rock outcropping or other environmental constraints. The curvature of Imhoff Drive does require a larger front yard; however, placement of the fence at the 10' setback does not appear to interfere with storage and circulation of the stored vehicles, as indicated by the 2019 site plan. Increasing the number of parking spaces and field conditions imposed by the grading of the site bring the particular hardships listed by the applicant.

E. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification;

The applicant indicates the conditions of the variation request are due to discussions with the fence contractor, the parking of large recreation vehicles, and the property having an extended front yard due to the curvature of Imhoff Drive.

Staff finds the property was essentially flat and free from environmental or natural constraints, before grading. The property is located on a curve; however, other properties are located at intersection corners, which produce similar constraints, and either have no fencing, fencing off of Imhoff, and/or landscaping on one or both of the corner lot front yards.

F. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property;

The applicant indicates that in addition to economic concerns, the purpose of the variation request is due to long-term stability concerns, fence maintenance, security, and personal property concerns of larger vehicles driving too close to the fence at the 10' setback. The applicant also has concerns regarding snow removal and storage without approval of the variations requested.

Staff finds there are other factors beyond making more money to the variation request, such as snow removal. However, some of the concerns, such as parking of larger vehicles and potential for fence damage are at least partially caused by the desire to enlarge the previously approved operation by 6 additional lots.

G. That the alleged difficulty or hardship has not been created by any person presently having interest in the property;

The applicant indicates the difficulty resulted from discussion with the fence contractor regarding stability issues if installed at the 10' setback line.

Staff finds the difficulty is a result of inadequate preparation for the installation of a fence on a graded site and the desire to expand operations by adding additional parking spaces.

H. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located; or

The applicant indicates the variations would not cause negative impacts to public welfare or property and would match fence layout of multiple properties in the area. The applicant also indicates the variations would improve safety of the property of client by allowing more room to maneuver and park large vehicles.

Staff finds the request for a fence topped with barbed wire along the front property line without any landscaping on site to soften the impact would not match the landscaped appearance of neighboring properties and other properties in the industrial park, causing potential detrimental impact to the value of those properties and the overall attractiveness and marketability of the industrial park. In addition, the fence now intrudes into the public utility/water main easement by an additional nine feet than was previously approved. This further intrusion would cause future improvements to the water main to be more costly and difficult.

I. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.

The applicant indicates the fence is a chain link fence allow light to pass through, is not flammable, and matches multiple other chain link fences with barbed wire and would fit well into the character of the area.

Staff finds the proposed fence location would not impair supply of light and air or increase danger by fire or other manner which would endanger public safety. However, the fence location and type would not match the neighboring properties west of the subject property, potentially diminishing property values, and would not include landscaping, potentially further diminishing property values.

ATTACHMENTS

1. Application
2. Site Plan
3. Zoning Map
4. Future Land Use Map
5. Aerial Photo
6. Site Photos

RECOMMENDED ACTION

Planning and Zoning Commission recommend approval to the Village Board for additional variations, from those granted in 2019, to Section 9.4, Manufacturing Districts Bulk Chart and Section 15.3, Permitted Fencing, at 1511 Imhoff Drive on Parcel 19-21-127-005 to allow a six foot fence with up to 12 inches of barbed wire within 12" of the front yard property line with the following conditions;

- 1) A landscaping plan be submitted and approved in accordance with Section 26, Landscaping to the greatest extent possible, as determined by the Community Development Director. Optimal placement and tree and shrubs types shall be derived which minimizes the impact of plantings on the public utility easement, fencing, and snow removal.
- 2) An agreement signed between the property owner and the Village to hold the property owner responsible for any costs associated with removal of fencing, placement of temporary security fencing, and replacement of permanent fencing associated with any improvements, replacement, or repair the water main located within the easement.
- 3) An automatically-renewing bond or surety submitted to the Village by the property owner equal to the cost, in labor and materials, of the section of fence located within the public utility easement.

This application for variances would be an amendment to the previously approved October 2019 variation adoption ordinance, allowing for the requested variances in addition to those already approved.

Conditional Use-2074190
Variance -2074192



PLANNING & ZONING APPLICATION

Property Information

Common street address: 1511 Imhoff Drive

PIN (Property Index Number): 19-21-127-005

Current Zoning: M-1 Proposed Zoning: M-1

Current Use: Outdoor Storage of Vehicles Proposed Use: Outdoor Storage of Vehicles

Is the request consistent with the Comprehensive Plan? Yes

Number of Acres: 1.29 **If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.**

Legal description of the property (print or attach exhibit): *See Attached*

Property Owner Information

Name(s): Kyle Lindley

Business/Firm Name (if applicable): Big Stuff Storage

Address: 1511 Imhoff Drive

City/State/Zip: Lake in the Hills, IL 60156

Phone Number: (815) 568-1307

Email: kyle.lindley@outlook.com

Applicant Information

Name(s): Kyle Lindley

Business/Firm Name (if applicable): Big Stuff Storage

Address: 1511 Imhoff Drive

City/State/Zip: Lake in the Hills, IL 60156

Phone Number: (815) 568-1307

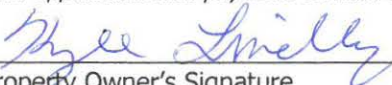
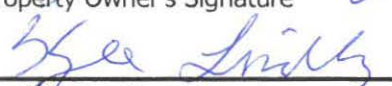
Email: kyle.lindley@outlook.com

PLANNING & ZONING APPLICATION

Page Two

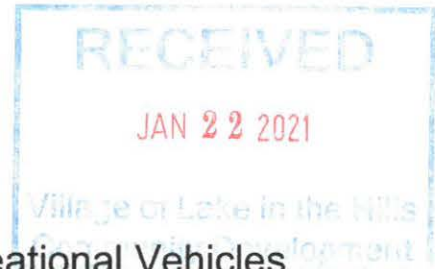
1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use	X	\$500 + \$10/ac over 2 ac	I	Yes	\$500
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential	X	0-2 ac = \$250 Over 2 ac = \$500	L	Yes	\$250
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees – add column 6 (Separate Check)					\$750
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check)					
Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.

	1/22/21	
Property Owner's Signature	Date	<i>If Owner/Applicant is a School District please, fill out and submit Appendix N</i>
	1/22/21	
Applicant's Signature	Date	

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.

Appendix I
Conditional Use



1511 Imhoff

Conditional Use Applying For:

Outdoor Storage of Recreational Vehicles

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

Applicant operates two outdoor storage facilities approximately 300 feet south of the subject property.

In the Applicant's opinion, there is a need for additional storage facilities in the community, and the

demand for such facilities is not presently being satisfied in Lake in the Hills.

2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

The property is located in a new area where outdoor storage of commercial vehicles is common.

Properties to the north and east of the subject property have numerous vehicles stored thereon as part of the primary use thereof. Applicant operates two additional outdoor storage facilities 300' to the south of the subject property. The proposed use fits squarely with the existing surrounding uses.

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

The proposed use will be nearly indistinguishable from the existing uses of the surrounding properties.

However, the parking activities at the property will be neater and more orderly than the commercial vehicle parking and storage at many of the surrounding properties.

Appendix I
Conditional Use

4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

The proposed use is permissible in and complies with the uses permitted in the zoning district in
_____ which it is located.

5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

Traffic and congestion will be less with the proposed use than if the property had employee vehicles
_____ coming and going daily to the property. Vehicular circulation has been designed by the applicant's
_____ engineers to minimize congestion on surrounding streets and within the facility itself.

6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**

The site is served by electric service for lighting. No other public facilities should be necessary.

7. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees. **Explain how this standard is met.**

The proposed use complies with the zoning district in which the property is located. Applicant operates
_____ other facilities within the zoning district, the operation of which has been in full compliance with the
_____ ordinance, and without incident.

8. The Village may impose any other criteria as identified in the Zoning Code.

Kyle Smalley 1/22/21
Property Owner Signature Date

Kyle Smalley 1/22/21
Applicant Signature Date

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

The variation being sought is to allow for a fence within a front yard setback. Section 9.4 of the Zoning Ordinance (Bulk Chart) indicates that M-1 zoning does not allow for a "structure of any kind" within a setback (Section 9, Page 3, Note 3). Per the applicant's previous request in 2019, this setback is 10'. (Staff Report Dated October 14, 2019, Page 2 under "Background", second paragraph on Page 2.)

The proposed fence was constructed on the front yard property line, ranging from 0 to 12 inches off the front property line, which is within the front yard 10' setback. The fence was constructed here due to a field change, based on discussions with the contractor installing the fence. The contractor had concerns about the stability of the fence if it was installed right next to the pavement due to the uneven compaction levels between the pavement subgrade and the perimeter ground, and he recommended installing the fence further away from the pavement. For this reason, the fence was shifted to the front property line, which has prompted this request. Since then, operations during the winter season have now shown that the current fence location provides further benefits for snow removal and storage, which in turn allows for better traffic flow through the site, as there is more room for vehicles when traveling through the site.

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

The relocation of the fence to remove it from the front yard setback would be economically challenging due to the cost, and also poses long term maintenance issues if placed right next to the pavement due to potential damage to and from RV vehicles and snow plow equipment. Additionally, the weight of removed snow against the fence would pose a risk of collapsing the fence. If the fence collapsed, this would also weaken the security of the site.

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

I did not expect this issue to come up until discussing it on the property with the fence contractor during construction and learning about potential fence stability issues from the contractor, and his recommendation to install the fence further away from the pavement.

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

The variation would not alter the character of the subdivision, as the neighboring property owner across Imhoff Drive already has this exact situation - a chain link fence with barbed wire located on the front property line. I operate another business just around the corner at 1401 Industrial Drive that also has a chain linked fence with barbed wire located at the front property line next to the street.

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

Multiple nearby businesses currently have the same fence layout I am seeking a variance for, if this lot can't also have that setup, it would be disadvantaged compared to some of the other lots in the area. Additionally, the shape of my lot is set by the curve of Imhoff Drive, which results in a longer and more significant front yard area.

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

The conditions of my request are due to my discussion with the fence contractor, the conditional use of my property involving large recreational vehicles (not a typical use for this zoning), and my property having an extended front yard area due to the shape of Imhoff Drive.

-
-
6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

In addition to the economic concerns, the purpose is also due to long term stability concerns regarding the fence, maintenance / security / personal property concerns with vehicles driving too close to the fence, snow removal and storage concerns, and to match the nearby parcels in the character of the fence / lot layout.

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

The difficulty resulted from discussions with the fence contractor about fence stability and his professional opinion that the fence would not have adequate stability if installed next to the pavement, so he suggested installing the fence away from the pavement.

8. That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located. **Explain how this standard is met.**

I understand there is currently an issue with the fence being located too close to an existing fire hydrant. If the variation is granted, I will move that section of the fence to be further away from the fire hydrant, to the satisfaction of the Village and fire department. Once that change is made, the fence would not cause negative impacts to public welfare or property, and would match the fence layout of multiple properties in the area that already have fences on their front property lines along roads. If granted, this fence location would improve the safety of the property of my clients, giving their vehicles more room to move near the edge of pavement.

9. That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. **Explain how this standard is met.**

The fence is a metal chain link fence which allows light to pass through and is not flammable. It matches multiple other chain link fences with barbed wire in the area and would fit well into the character of the area.

Kyle Lindly 1/22/21

Applicant's Signature Date

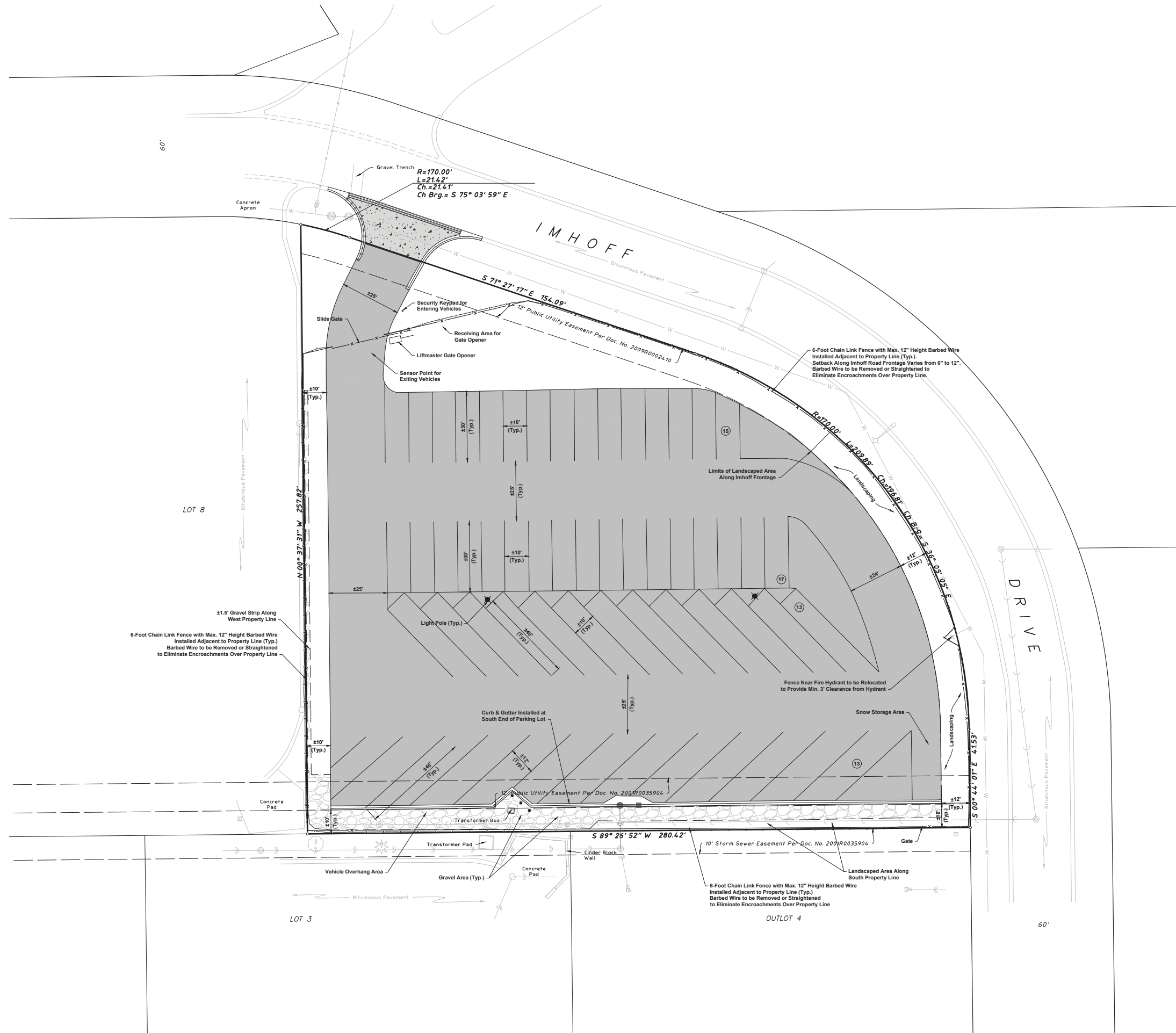
Kyle Lindly 1/22/21

Property Owner's Signature Date



NORTH

Scale: 1" = 20'



Revision

Date

No.

HAEGER ENGINEERING
 consulting engineers • land surveyors
 100 East State Parkway, Schaumburg, IL 60173 • Tel: 815.374.6600 Fax: 815.374.6606
 Illinois Professional Design Firm License No. 184-000152
 www.haegerengineering.com

SITE PLAN EXHIBIT
BIG STUFF II
SITE IMPROVEMENT PLANS
 LAKE IN THE HILLS, ILLINOIS

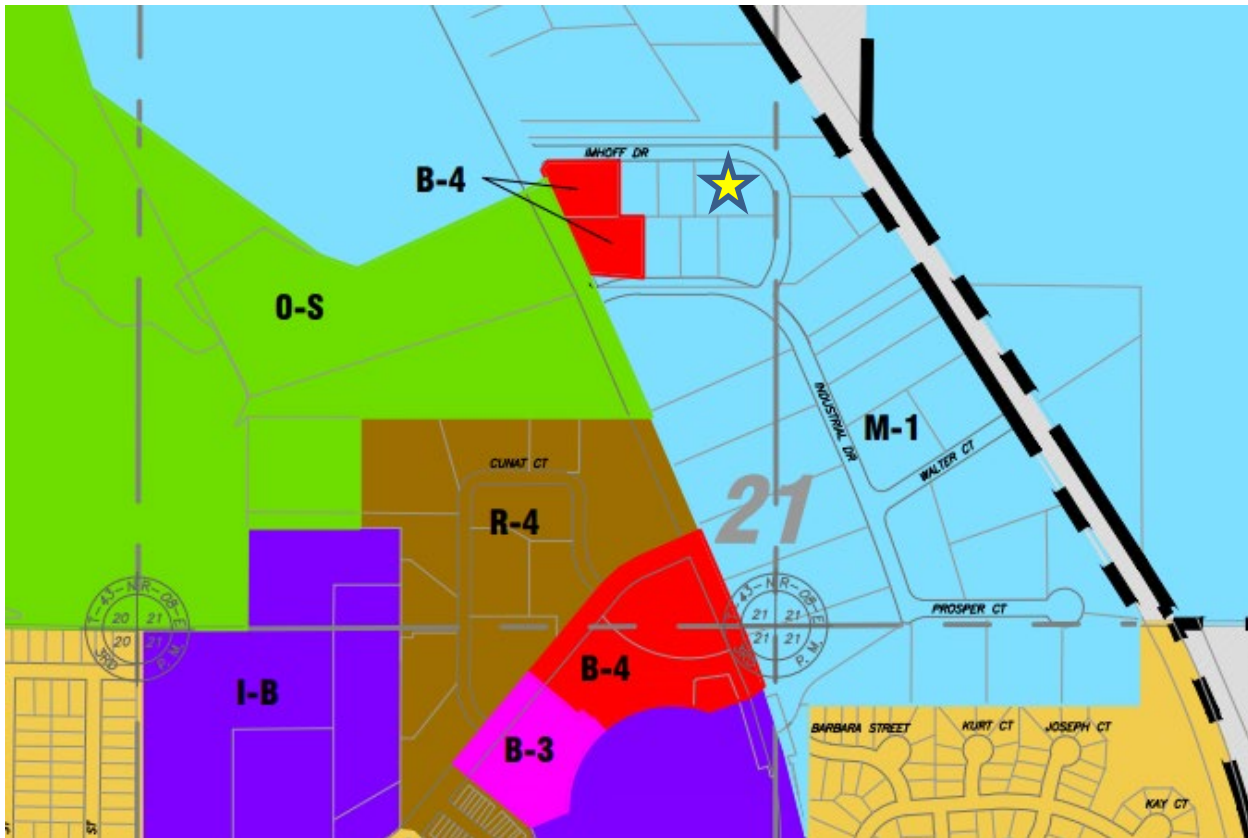
Project Manager: J D T
 Engineer: M D M
 Date: 2021-01-26
 Project No. 07-169
 Sheet 1

1511 Imhoff Drive

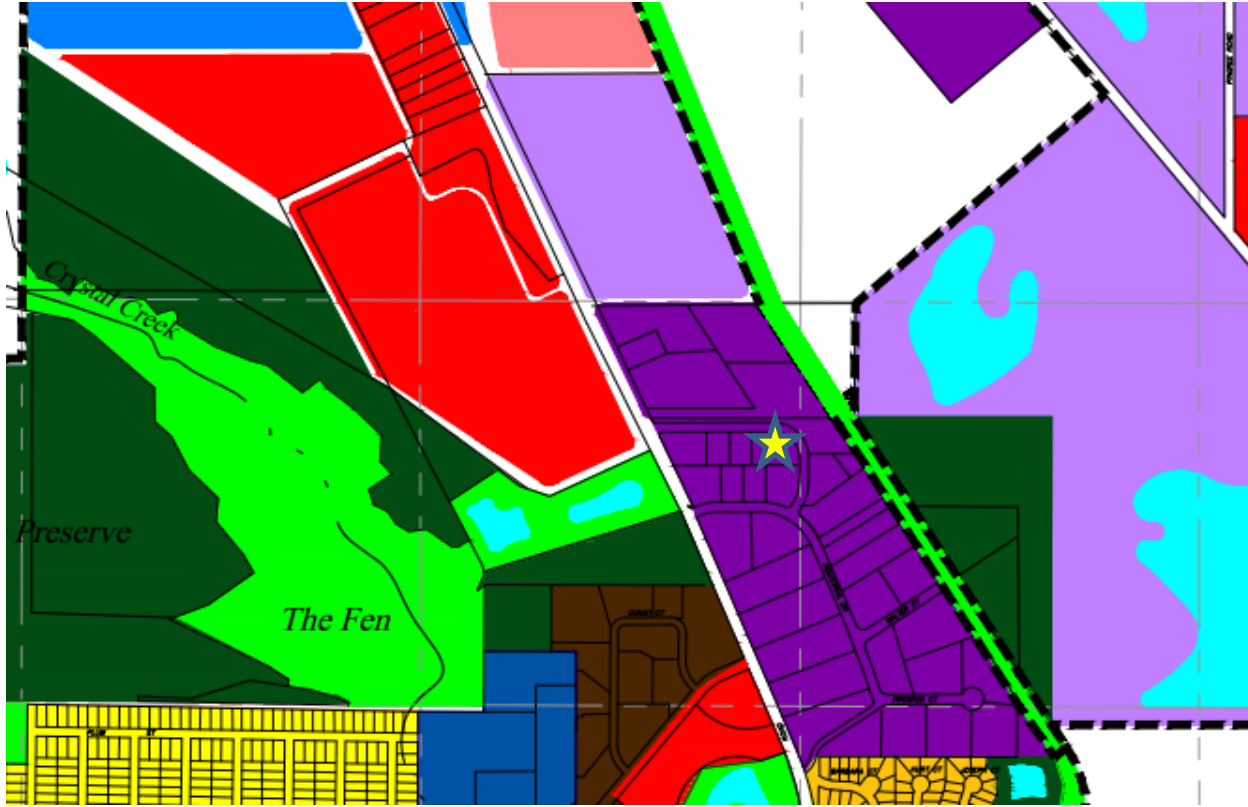


EXHIBITS

ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO



SITE PHOTOS



Photo showing front of subject property and built fence along front property line.



Photo showing front of neighboring property and existing landscaping along front property line.



Photo showing front of property across Imhoff Road and mix of landscaping and fencing along front property line.

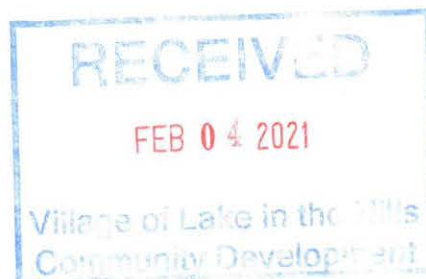
IMHOFF INDUSTRIAL PARK

19 Watergate
South Barrington, Illinois 60010-9561

847-382-4688

February 1, 2021

Village of Lake in the Hills
Joe DeMay, Chairman Planning & Zoning
600 Harvest Gate
Lake in the Hills, IL 60156



RE: Public Hearing
February 16, 2021

RE: Petitioner/Kyle Lindley of Prairie Enterprises LLC

To All Members of the Planning and Zoning Commission

Please be advised that after receiving Notice of the Above Hearing regarding property located in Imhoff Industrial Park the Board called a special meeting on January 29, 2021.

Be advised that Imhoff Industrial Park has NO OBJECTION to the Petitioner, Kyle Lindley of Prairie Enterprises LLC regarding the location of said fence location on Lot 7.

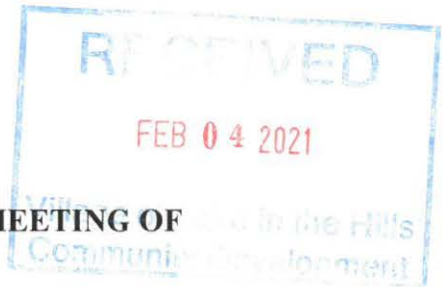
There will be no representative of Imhoff Industrial Park attending the hearing.

Sincerely

IMHOFF INDUSTRIAL PARK

Marlene Taheny
President

Cc: Kyle Lindley



**MINUTES OF THE SPECIAL VERBAL/ZOOM MEETING OF
IMHOFF INDUSTRIAL PARK AND
IMHOFF INDUSTRIAL PARK ASSOCIATION, INC.**

The Special Zoom meeting of the Lot Owners within the Imhoff Industrial Park aka Imhoff Industrial Park Association, Inc. a Not for Profit Corporation was held January 29, 2021 due to the Covid-19 quarantine

MEETING CALLED TO ORDER

In attendance were the following Owners representing (77.2%) of the Lots as noted:

Lot 7, 2, 3, 5, 6, 8, 9,

AGENDA

APPROVE OR DISAPPROVE the placement of fencing on Lot 7 at the February 16, 2021 Planning and Zoning meeting.

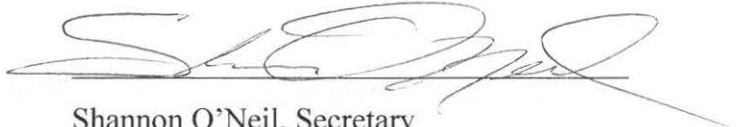
RESOLVED

WHEREFORE after being discussed and voted on that there will be no obligation on the part of the Imhoff Industrial Park regarding fence placement. A letter to this decision will be sent to Kyle Lindley and the Planning Commission.in

IT IS THEREFORE resolved that Imhoff Industrial Park will honor the Planning and Zoning Boards decision.

MEETING ADJOURNED.

Dated: January 29, 2021


Shannon O'Neil, Secretary

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - _____

An Ordinance Amending Ordinance No. 2019-47, Granting Conditional Use Approval and Variations to allow for a new Site Plan for Outdoor Storage of Vehicles as a Principle Use and Variations to Section 9.4, Manufacturing Districts Bulk Chart and Section 15.3, Permitted Fencing, at 1511 Imhoff Drive, Parcel 19-21-127-005

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, Kyle Lindley of Big Stuff Storage/Prairie Enterprises Inc., LLC, applicant and owner, of Parcel 19-21-127-005, petitioned the Village of Lake in the Hills for conditional use approval and variations amendments to allow for a new site plan and fencing configuration for outdoor storage of vehicles as a principle use; and

WHEREAS, the Planning and Zoning Commission adopted ordinance 2019-47 granting a conditional use for outdoor storage of vehicles as a principal use and approval of variations to Section 9.4, Manufacturing Districts Bulk Chart, on October 24th, 2019; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and its recommendation relative to the conditional use amendment and further variations for the subject property; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the report of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearings before the Commission; and

NOW, THEREFORE, Be it ordained by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that:

SECTION 1 The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The findings and recommendations of the Planning and Zoning Commission on the question of granting the conditional use approval to allow for a new site plan for outdoor storage of vehicles as a principle use and further variations to Section 9.4,

Manufacturing Districts Bulk Chart and Section 15.3, Permitted Fencing at 1511 Imhoff Drive, Parcel 19-21-127-005, are hereby accepted.

SECTION 3: Amendments to Ordinance 2019-47 to allow for a new site plan for outdoor storage of vehicles as a principle use and further variations to Section 9.4, Manufacturing Districts Bulk Chart, and Section 15.3, Permitted Fencing, allowing for a fence in the front yard to be located along the property line, at 1511 Imhoff Drive, Parcel 19-21-127-005, are hereby granted, subject to the following conditions;

1) A landscaping plan be submitted and approved in accordance with Section 26, Landscaping to the greatest extent possible, as determined by the Community Development Director. Optimal placement and tree and shrubs types shall be derived which minimizes the impact of plantings on the public utility easement, fencing, and snow removal.

2) An agreement signed between the property owner and the Village to hold the property owner responsible for any costs associated with removal of fencing, placement of temporary security fencing, and replacement of permanent fencing associated with any improvements, replacement, or repair the water main located within the easement.

3) A requirement for the property owner to deed restrict the property and hold property owner responsible for expenses related to replacement of front fence should maintenance be performed by the Village within the public utility right of way.

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

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

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: February 23, 2021

DEPARTMENT: Community Development

SUBJECT: Map Amendment to Rezone 1203 Crystal Lake Road from B-2, Neighborhood Convenience, to B-1, Business - Transitional

EXECUTIVE SUMMARY

The petitioner requests an amendment of the current zoning classification of the parcel to lower the intensity of the current B-2 zoning to a lower intensity B-1 zoning and to allow for use of the property as a single-family detached dwelling or dwelling with business. The petitioner had previously requested in December of 2020 a rezoning of the property from B-2 zoning to B-1 zoning to allow for a dwelling with business and overnight parking of a commercial semi-trailer and truck cab as an accessory to that business. The request was denied by the Village Board.

The current request is for a B-1 zoning to allow for a dwelling with business and no request for parking of commercial vehicles. A dwelling with business use is considered to have dwelling, or residential, as the primary use. Section 18.4-4 Overnight Parking states;

In all Business, Manufacturing and Airport zoning districts overnight parking shall not be permitted except for vehicles accessory to the principal use of the lot and in the case of a vehicle owned by an employee at a business that operates 24 hours a day.

Where a dwelling is the principal use, commercial parking would not be considered accessory to that principal use, as opposed to a business and, therefore, would not be allowed. Only residential passenger vehicles and those vehicles accessory to residential land uses would be allowed to be parked overnight.

The Planning and Zoning Commission conducted a public hearing on February 16, 2021 for the petitioner's request. The Commissioners voted 4-0 to recommend approval of the rezoning from B-2, Neighborhood Convenience, to B-1, Business - Transitional at the February 16, 2021 meeting. There were no public comments.

FINANCIAL IMPACT

None

ATTACHMENTS

- | | |
|-----------------|--------------|
| 1. Staff report | 3. Exhibits |
| 2. Application | 4. Ordinance |

RECOMMENDED MOTION

Motion to approve an Ordinance approving a map amendment to rezone 1203 Crystal Lake Road, Parcel 19-20-308-006, from B-2, Neighborhood Convenience, to B-1, Business - Transitional.

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: February 16, 2021
DEPARTMENT: Community Development
SUBJECT: 1203 Crystal Lake Road - Rezoning from B-2 to B-1

EXECUTIVE SUMMARY

General Information

Requested Action: Rezoning of 1203 Crystal Lake Road - Parcel 19-20-308-006-000 from B-2 to B-1

Owner: Granchar, Inc./Kris Karter Grand

Applicant: Kris Karter Grand

Purpose: Change the zoning classification of the parcel to permit a single-family residential use.

Location and Size: 1203 Crystal Lake Road; .33 acres

Zoning and Land Use:

Site:	B-2, Neighborhood Convenience Business District
North:	B-2, Neighborhood Convenience Business/Vacant
East:	R-2, One Family Dwelling/Residential
South:	B-2, Neighborhood Convenience Business/Appliance parts retail
West:	R-2, One Family Dwelling/Residential

Background

The petitioner is requesting an amendment of the current zoning classification of the parcel to lower the intensity of the current B-2 zoning to a lower intensity B-1 zoning and to allow for use of the property as a single-family detached dwelling or dwelling with business. The petitioner had previously requested in December of 2020 a rezoning of the property from B-2 zoning to B-1 zoning to allow for a dwelling with business and overnight parking of a commercial semi-trailer and truck cab as an accessory to that business. The request was denied by the Village Board.

The current request is for a B-1 zoning to allow for a dwelling with business and no request for parking of commercial vehicles. A dwelling with business use is considered to have dwelling, or residential, as the primary use. Section 18.4-4 Overnight Parking states;

In all Business, Manufacturing and Airport zoning districts overnight parking shall not be permitted except for vehicles accessory to the principal use of the lot and in the case of a vehicle owned by an employee at a business that operates 24 hours a day.

Where a dwelling is the principal use, commercial parking would not be considered accessory to that principal use, as opposed to a business and, therefore, would not be allowed. Only residential passenger vehicles and those vehicles accessory to residential land uses would be allowed to be parked overnight.

Standards and Findings of Facts for Rezoning per Section 22.5 of the Zoning Ordinance

Before recommending any Zoning Map Amendment (Rezoning), the Planning and Zoning Commission and the Board of Trustees shall first determine and record its findings based on the following criteria :

1. What are the existing uses of the property within the general area of property in question?

The majority of parcels in the general area are being used as single-family residences, with two business properties adjacent to the subject property, one vacant and one currently being used for an appliance parts retail business. The Village Police Department is located further south of the property along Crystal Lake Road.

2. What are the zoning classifications of the property within the general area of property in question?

The majority of parcels in the general area are being used as single-family residences zoned R-2 One Family residential, with two B-2 properties adjacent to the north and south. There are also I-B Institutional Buildings zoned properties further to the south and southeast of the subject property, as well all O-S Open Space properties south of the I-B properties.

3. What is the suitability of the property in question of the uses permitted under the existing zoning classification(s)?

The property is located in a largely residential area and use of the property as a single-family detached dwelling or as a dwelling with business would be suitable, given that any business as a principal use would be constrained by the lack of screening, adequate parking/loading, and size of lot. Any business as a principal use would require property upgrades and/or a conditional use permit. Only single family detached dwellings, dwellings with business, and various utilities are allowed as a permitted use within the B-1 district. As the primary use of the property for either a single family dwelling or a dwelling with business use would be residential, parking would be limited to residential vehicles and parking as allowed on residential lots. Commercial parking would not be allowed.

The uses allowed in the B-1 district would be less intense, and therefore more suitable, than the uses permitted with the current B-2 district.

4. What is the trend of development, if any, in the general area of the property in question?

The trend is for this area to remain a stable predominately residential area with scattered neighborhood business and institutional uses.

5. **What is the length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property?**

The property has been listed as available for approximately one year and has been vacant for a year or more.

6. **What is the projected use of the property, as indicated in the Comprehensive Plan?**

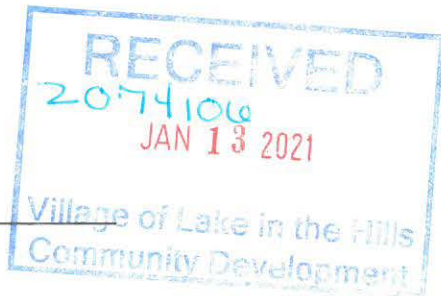
The property falls within a small area, the three properties currently zoned B-2, indicated for "Commercial" use. This commercial district falls within a larger "Medium Density Residential" land use district.

ATTACHMENTS

1. Application
2. Zoning Map
3. Future Land Use Map
4. Aerial Photo
5. Site Photos

RECOMMENDED ACTION

The Planning and Zoning Commission recommend approval to the Village Board for the rezoning of 1203 Crystal Lake Road - Parcel 19-20-308-006-000 from B-2 to B-1.



APPLICATION

Date Filed (Staff Use Only): _____

Property Information

Common street address: 1203 Crystal Lake Rd

PIN (Property Index Number): 19-20-308-006-0000

Current Zoning: B-2 Proposed Zoning: B-1

Current Use: B-2 Proposed Use: B-1

Is the request consistent with the Comprehensive Plan? _____

Number of Acres: _____ **If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.**

Legal description of the property (print or attach exhibit): _____

Property Owner Information

Name(s): Kris Carter Grand

Business/Firm Name (if applicable): Granchar Inc.

Address: 509 Eagle Ct

City/State/Zip: Schaumburg IL 60194

Phone Number: 630-802-1345

Email: granchar.inc@gmail.com

Applicant Information

Name(s): Kris Carter Grand

Business/Firm Name (if applicable): —

Address: 509 Eagle Ct

City/State/Zip: Schaumburg IL 60194

Phone Number: 630-802-1345

Email: granchar.inc@gmail.com

Application Request

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use		\$500 + \$10/ac over 2 ac	I	Yes	
Rezoning	X	\$500 + \$10/ac over 2 ac	J	Yes	O
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees – add column 6 (Separate Check)					
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance (Separate Check) Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required Appendix B = \$2,000 + \$100/acre for every acre over 5 acres (Separate Check)					

If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.



Property Owner Signature

Date

If Owner/Applicant is a School District please, fill out and submit



Applicant Signature

Date

Appendix N

All required appendices and documentation shall be submitted with this application. Incomplete applications will not be processed.

PIN: 19-20-308-006-0000

Property Index Number/Address: 1203 Crystal Lake Rd

Current Property Zoning: B 2

Proposed
Current Property Zoning: - B-1

Standards and Findings of Facts for Rezoning per Section 22.5 of the Zoning Ordinance

Before recommending any Zoning Map Amendment (Rezoning), the Planning and Zoning Commission and the Board of Trustees shall first determine and record its findings based on the following criteria. Please answer the following questions.

1. What are the existing uses of the property within the general area of property in question?

The existing uses of the property is
B 2 commercial

2. What are the zoning classifications of the property within the general area of property in question?

Mixed R-2, B-2, I-B, O-S

3. What is the suitability of the property in question of the uses permitted under the existing zoning classification(s).

Similar to B-2 without the residential
exception

4. What is the trend of development, if any, in the general area of the property in question?

The trend is stable and B-1 will have only positive impact on the area.

5. What is the length of time, if any, that the subject property has been vacant, considered in the context of the pace of development in the vicinity of the subject property?

It was on the market at least for 1 year, and vacant for a year or more.

6. What is the projected use of the property, as indicated in the Comprehensive Plan?

B-1 Transitional Business District
(office-dwelling)



Property Owner's Signature

01-12-2021

Date



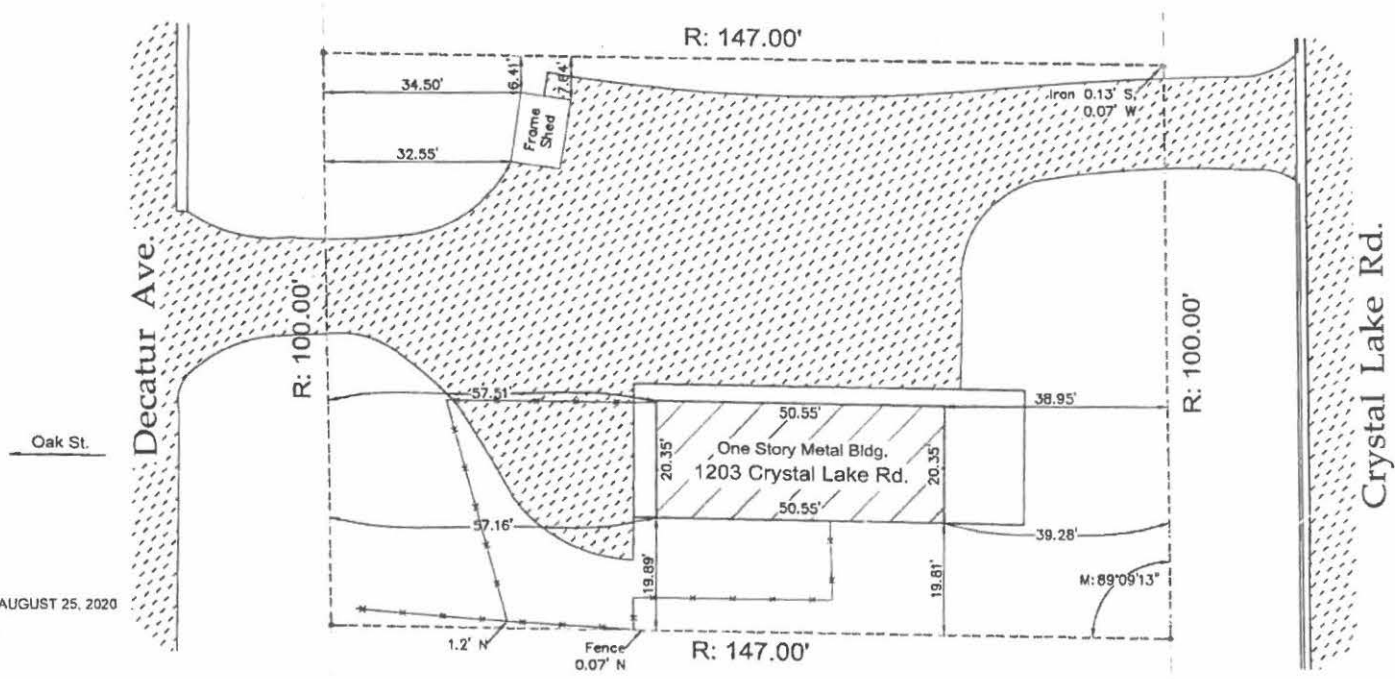
Applicant's Signature

01-12-2021

Date

PLAT OF SURVEY

LOT 2 IN BLOCK 1 IN LAKE IN THE HILLS ESTATES UNIT NO. 5, A SUBDIVISION OF PART OF SECTION 20, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JULY 16, 1949 AS DOCUMENT NO. 222260, IN BOOK 10 OF PLATS, PAGE 117, IN MCHENRY COUNTY, ILLINOIS.



DATE OF SURVEY: AUGUST 25, 2020
 STATE OF ILLINOIS
 COUNTY OF KANE

I HEREBY CERTIFY THAT THE ABOVE DESCRIBED PROPERTY HAS BEEN SURVEYED, UNDER MY SUPERVISION, ACCORDING TO THE OFFICIAL RECORD AND THAT THE ABOVE PLAT CORRECTLY REPRESENTS SAID SURVEY. ALL DISTANCES ARE SHOWN IN FEET AND DECIMALS THEREOF.

I FURTHER CERTIFY THAT UNLESS OTHERWISE SHOWN, THE BUILDINGS ON THE PARCEL ARE WITHIN PROPERTY LINES AND THE ADJOINING VISIBLE IMPROVEMENTS DO NOT ENCROACH ON THE ABOVE DESCRIBED PROPERTY.

I FURTHER CERTIFY THAT THIS PROFESSIONAL SERVICE CONFORMS TO THE CURRENT ILLINOIS MINIMUM STANDARDS FOR A BOUNDARY SURVEY.

Vincent B. Frye

MY LICENSE EXPIRES 11-30-2020

COMPARE THE DESCRIPTION OF THIS PLAT WITH DEED, REFER TO THE TITLE POLICY FOR ITEMS OF RECORD NOT SHOWN ABOVE. UNLESS OTHERWISE NOTED, UTILITIES WITHIN EASEMENTS ARE NOT SHOWN HEREON, UNDERGROUND UTILITIES INCLUDING BUT NOT LIMITED TO CONDUITS AND CABLE (IF ANY) HAVE NOT BEEN SHOWN HEREON.

ILLINOIS PROFESSIONAL DESIGN FIRM LAND SURVEYING CORPORATION NO. 4183



Note: Document no. 251130 has not been provided to the surveyor. Building lines and easements, if any, described in it have not been shown.

PROPERTY AREA: 14693.7 SQ. FT.

CLIENT: ATTY. NICHOLAS

JN 20635

LEGEND	
R - RECORD DISTANCE	
M - MEASURED DISTANCE	
PROPERTY LINE	--- ---
FENCE LINE	—+—+—+—+—
UTILITY POLE W/ OVHD. WIRES	—o—o—o—o—
CONCRETE	▭
ASPHALT	▨
FOUND IRON	•
SCALE 1" = 20'	

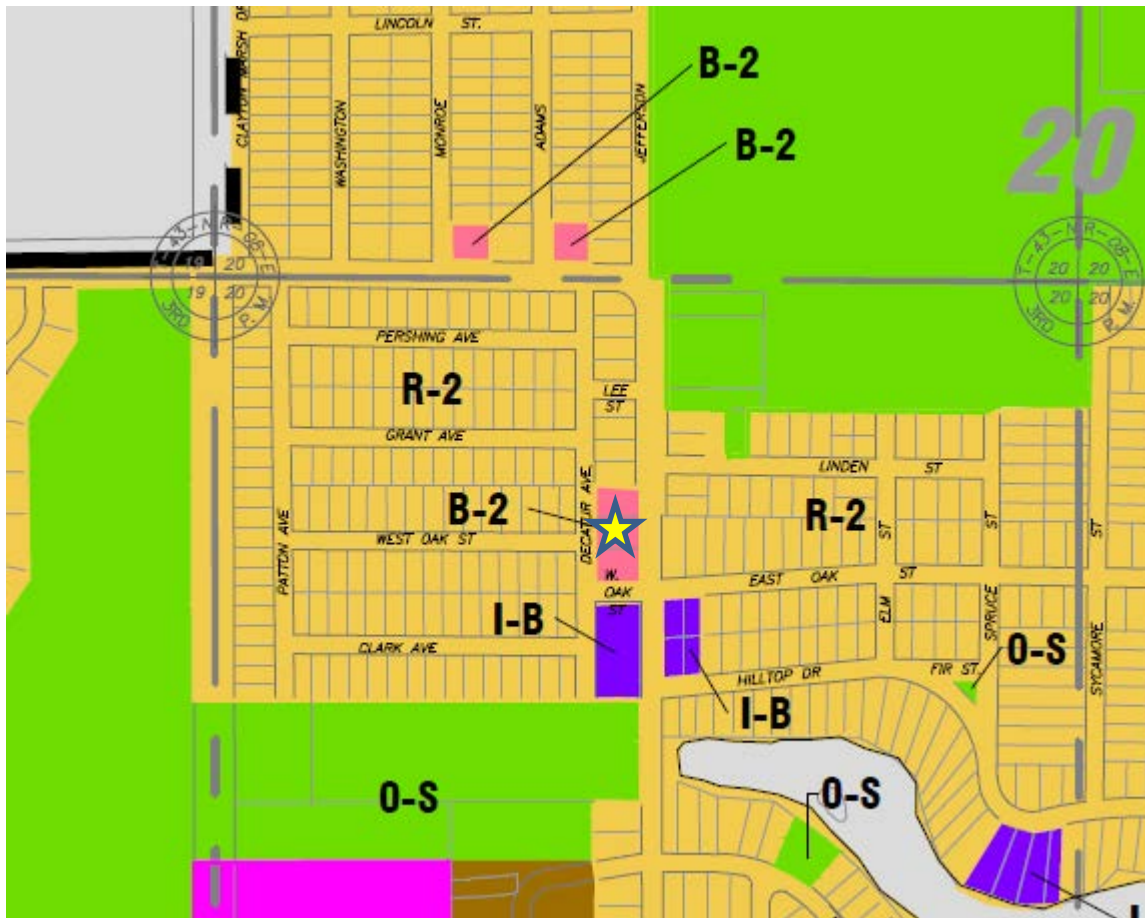
SCHLAF-SEDIG & ASSOCIATES, INC.
 130 GATES STREET
 ELBURN, ILLINOIS 60119
 (630) 365-0831
 schlafsedig@comcast.net

Rezoning of 1203 Crystal Lake Road From B-2 to B-1

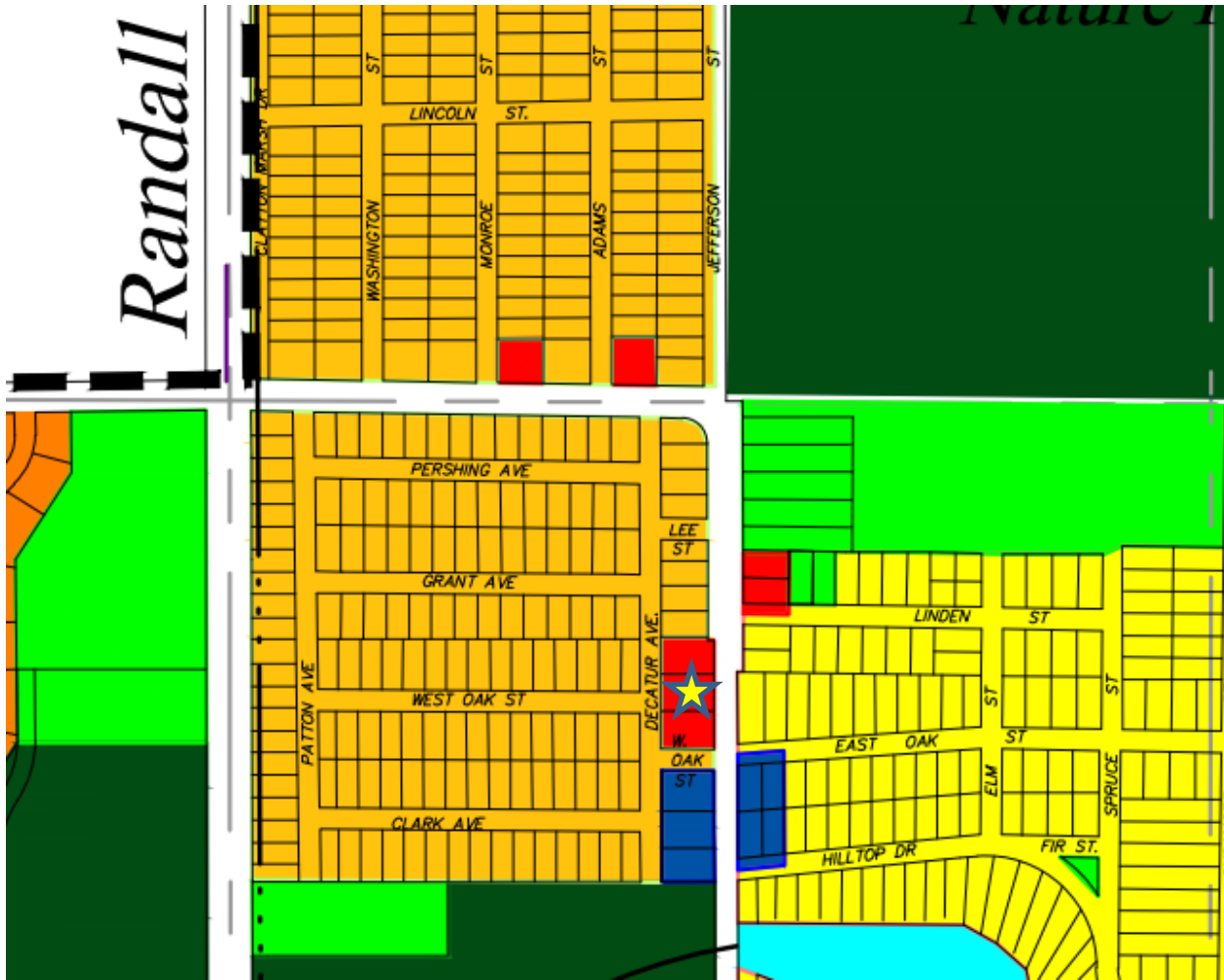


EXHIBITS

ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO



SITE PHOTOS



VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - ____

**An Ordinance Granting a Map Amendment to Allow the Rezoning of
1203 Crystal Lake Road, Parcel 19-20-308-006, from B-2, Business-
Neighborhood Convenience, to B-1, Residential Transitional**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois (the "Village"), is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, Kris Karter of Granchar, Inc., owner and applicant at Parcel 19-20-308-006, petitioned the Village of Lake in the Hills for a Zoning Map Amendment to rezone the property from B-2, Business-Neighborhood Convenience, to B-1, Residential Transitional; and

WHEREAS, the Planning and Zoning Commission, after deliberation, has made a report and its recommendation relative to the rezoning for the subject property; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the report of the Planning and Zoning Commission and all of the evidence presented by the petitioner at the public hearing before the Commission; and

NOW, THEREFORE, Be it ordained by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, Illinois that:

SECTION 1 The Corporate Authorities find that the statements in the foregoing preamble are true.

SECTION 2: The findings and recommendations of the Planning and Zoning Commission on the question of granting the zoning map amendment approval for the subject property at 1203 Crystal Lake Road, Parcel 19-20-308-006, is hereby accepted.

SECTION 3: The zoning map amendment to rezone the property from B-2, Business-Neighborhood Convenience, to B-2, Business-Neighborhood Convenience, to B-1, Residential Transitional, at 1203 Crystal Lake Road, Parcel 19-20-308-006, is hereby granted.

SECTION 4: All other requirements set forth in the Zoning Ordinance of the Village of Lake in the Hills, as would be required by the Village as to any owner of property zoned in the same manner as the Subject Property shall be complied with.

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

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 25th day of February, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 25TH DAY OF FEBRUARY, 2021

Village President, Russ Ruzanski

(SEAL)

ATTEST: _____
Village Clerk, Cecilia Carman

Published: _____