



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

AUGUST 24, 2021  
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Public Comment  
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Request for waiver of Section 43.09, "Noise", of the Lake in the Hills Municipal Code for the annual Summer Sunset Festival
    2. Issuance of a Pyrotechnic Fireworks License to Mad Bomber Fireworks for the Summer Sunset Festival
    3. Award of Contracts for Village Server Replacements (VSAN)
    4. Task Order #2021-03 Server Installation and Data Migration with Advanced Business Networks, Inc.
  - B. Police Department
    1. Ordinance amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code
  - C. Public Works
    1. Award a Contract for the Larsen Park Master Plan to Upland Design LTD
    2. Resolution approving a one-year contract extension with Flood Brothers
    3. Ordinance approving an Airport Ground Lease with John Kirschner for PAP-13
  - D. Community Development
    1. Resolution approving & Ratifying a Contract Extension with GOVQA, LLC
    2. Ordinance Granting a Conditional Use for a Drive-Through Use at 251 North Randall Road
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - D. Trustee Bojarski
  - E. Trustee Murphy
  - F. Trustee Anderson
    1. Parks and Recreation Board Liaison Report

- 6. Village President
  - A. Proclamation - National Suicide Prevention + Action Month – Thursday
  - B. Proclamation - International Overdose Awareness Day – Thursday
  - C. Proclamation - Payroll Week - Thursday

7. 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

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Waiver of Section 43.09, Noise, of the Lake in the Hills Municipal Code

## EXECUTIVE SUMMARY

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The annual Summer Sunset Festival will be held Friday, September 3 to Sunday, September 5, 2021 at Sunset Park, 5200 Miller Road. This Village event, offers musical entertainment throughout the weekend, a carnival, fireworks display and utilizes a sound system to make various announcements. The planning Committee for the event is requesting the Village Board waive the provisions of Section 43.09 of the Municipal Code to allow for festival activities, including music and announcements through 11:00 p.m. each day of the event at Sunset Park.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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None.

## RECOMMENDED MOTION

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Motion to grant a waiver to Section 43.09, Noise, of the Municipal Code to allow for festival activities, including music and announcements through 11:00 p.m. on Friday, September 3, Saturday, September 4, and Sunday, September 5, 2021 at Sunset Park.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Issuance of a Pyrotechnic Fireworks License to Mad Bomber Fireworks for the Summer Sunset Festival

## EXECUTIVE SUMMARY

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The Village issued a Request for Proposal for the Summer Sunset Festival Fireworks Display to be held on September 5, 2021. Mad Bomber Fireworks was selected as the pyrotechnics provider for this year's event. As such, they have submitted the required "Application for License for Public Displays of Fireworks, Pyrotechnics or Other Explosives." Their application has been reviewed by staff, who has confirmed that the Village is in receipt of the required documents. In addition, the applicant has provided proof of approval of the proposed display by the Fire Marshall of the Huntley Fire Protection District.

The applicant has requested a waiver of the \$250 application fee, which is consistent with the Village's practice in prior years. Having met all of the Village's requirements, staff is recommending the Board approve the application and waive the \$250 application fee as requested.

## FINANCIAL IMPACT

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FY2021 includes \$15,000 for the fireworks for the Summer Sunset Festival. The agreement with Mad Bomber Fireworks is \$15,000.

## ATTACHMENTS

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1. Application for License for Public Displays of Fireworks, Pyrotechnics or Other Explosives
2. Requesting waiver of \$250.00 Application Fee

## RECOMMENDED MOTION

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Motion to issue a pyrotechnic fireworks license to Mad Bomber Fireworks for the Summer Sunset Festival on Sunday, September 5, 2021 and waive the application fee.



VILLAGE OF LAKE IN THE HILLS  
 APPLICATION FOR LICENSE FOR PUBLIC DISPLAYS OF FIREWORKS,  
 PYROTECHNICS OR OTHER EXPLOSIVES

Attached to this Application is a full copy of Chapter 43, Section 43.06 of the Lake in the Hills Municipal Code. Please review this to ensure that your application meets all criteria.

Applicant: Submit this application and the following additional items to the Village Clerk's Office, Village of Lake in the Hills, 600 Harvest Gate, Lake in the Hills, Illinois 60156; Phone (847) 960-7410. Application must be submitted to the Village Clerk with supporting documentation at least fifteen (15) business days in advance of the proposed date of the display. Once the application has been approved, the Village will forward you a copy which will serve as evidence of your permit. This copy must be made available upon request during the Public Display.

1. A current BATFE license for distribution to display fireworks.
2. A copy of the Pyrotechnic license issued by the State of Illinois and a list of Pyrotechnic licenses issued to the Applicant by other states.
3. Proof of insurance coverage for General Liability of \$1,000,000 per occurrence with a \$2,000,000 aggregate and an additional \$1,000,000 excess umbrella policy, Worker's Compensation with statutory levels and employer's liability of \$500,000 per occurrence. All Certificates of Insurance must have the Village of Lake in the Hills listed as an additional insured.
4. Proof of a current United States Department of Transportation (USDOT) Identification Number and Hazardous Materials Registration Number.
5. Proof that the applicant is eighteen years of age.
6. Application fee in the amount of \$250.00.
7. Proof of approval of such proposed display by the Chief of the Fire Protection District that has jurisdiction where the display will be conducted.
8. Depiction of the site where the proposed pyrotechnic display will be conducted drawn to scale.

Applicant Name: MARK LOEWE  
 Company Name: MAD BOMBER FIREWORKS FEIN: 35-2048232  
 Address: 3999 HUPP RD - LA PORTE, IN  
 Phone Number: 877-623-2662 Date of Birth: 8-14-1960

Individual in charge of firing the display: (licensed lead pyrotechnic operator)  
 Name: CRANT POWERS  
 Address: 10459 268TH AVE TREVOR, WI  
 Phone Number: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Experience of Individual in charge of firing the display: 6 YEARS AS LEAD  
SHOOTER, ANNUAL TRAINING AND REFRESHERS; MASTER  
AT ELECTRONICALLY SHOT FIREWORKS DISPLAYS

Date and Time of day at which display is to be held: 5TH SEPTEMBER 2021  
APPROX 2100 HRS

Numbers and Kinds of Fireworks to be Discharged:

SEE SUBMITTED PROPOSAL

Manner and Place of Storage of Fireworks Prior to the Display:

STATE AND FEDERAL LICENSED STORAGE CONTAINER IN HUNTLEY, IL

In the past 24 months, has anyone listed above received a citation for, been convicted of, or entered a guilty plea to violation(s) of the State of Illinois Fireworks Act, Federal Fireworks Laws and Regulations, other States' Firework Laws, or any court order relating to the sale or offer to sell of wholesale or retail fireworks?

Yes  No

IF YES, PROVIDE DETAILS:

I swear that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will hold the Village of Lake in the Hills harmless for any and all claims.

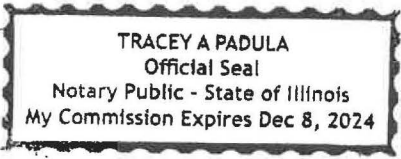
[Signature]  
(Applicant's Signature)

8-17-2021  
(Date)

Subscribed and sworn to before me this

17 day of August, 2021

[Signature]  
Notary Public



By: \_\_\_\_\_  
Village President

Attest: \_\_\_\_\_  
Village Clerk

**MAD BOMBER**  
**FIREWORKS PRODUCTIONS**

**411 Windermere Way \* Lake in the Hills, IL 60156 \* (847) 669-8060**

Nancy Sujet  
Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, IL 60156

August 17<sup>th</sup>, 2021

Nancy,

I wish to thank those involved for selecting Mad Bomber Fireworks for this year's Summer Sunset Festival. Please find enclosed a contract between the Village of Lake in the Hills and Miand Inc, DBA: Mad Bomber Fireworks for this display. Please have it signed, and returned to me as soon as possible making a copy your records. This will ensure that our insurance carrier covers all insured parties for this display.

I would also like to request a waiver of fees for the Village Fireworks Permit fee of \$250.00. Please also find the completed permit and all supporting documents.

If you have any questions of concerns, please contact me.

Sincerely,

Mark L. Loewe





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Award of Contracts for Village Server Replacements (VSAN)

## EXECUTIVE SUMMARY

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Staff is seeking the Board's approval for the Award of Contract for Village Server Replacements – Hardware to Marco Technologies and Software to SHI International Corp.

The Fiscal Year 2021 budget included \$150,000 in capital funds for a Virtual Machine Host Cluster. The Village identified that our existing Virtual Machine (VM) hardware was running out of computing power and space, requiring the replacement of the VM hosts and Storage Area Network (SAN). The Village's IT consultant, Advanced Business Networks ("ABN"), was tasked with assisting in finding a solution for the Village that would increase the redundancy, efficiency and security of the Village's network while minimizing operational downtime.

In March 2021, ABN conducted a full needs analysis, designed the new system and prepared the necessary bid specifications for the project. At that time, ABN's estimate of cost increased to \$185,000. This was largely due to having to increase the size of the servers to the next tier in order to accommodate the system requirements of the Village's ERP software, New World, by Tyler Technologies, which is no longer supported on the current version of Windows and SQL server.

The bid specifications included the following hardware and software:

- Four (4) HPE Servers
- Power Protection
- Networking Components – Switches and cables
- NAS – Backup Storage
- VMWare Licensing
- Windows 10 Licensing
- Windows Server 2019
- Windows SQL Server

The project was initially put out to bid in late June, but received no responses on the July 12 deadline. The vendor list was contacted to determine why they did not participate. Responses indicated that the chip shortage is presenting challenges in obtaining and installing the hardware within the Village's required 60-day window. This requirement was removed from the bid document, which was then split into two separated bids, one for hardware and one for software.



The second issuance of the RFPs were published solely on the Village's website without notice in a local newspaper; however, they were published for a full three (3) weeks and received a sufficient quantity of responses to be considered a competitive bid. Based on this, staff is requesting that the Board waive the notice requirement in lieu of rebidding.

Both bids were opened on Monday, August 9 with the following results:

The Village received six (6) responses for the Hardware, with one (1) considered non-responsive due to their equipment not meeting the Village's requirements. The remaining responses ranged from a high of \$123,263.33 to a low of \$92,309.86 from Marco Technologies. A summary of the bid results has been attached for your review in **Exhibit A**.

The Village received five (5) responses for the Software of which two (2) were considered non-responsive due to incomplete bids. The remaining responses for the software ranged from a high of \$59,546.39 to a low of \$49,473.36 from SHI International Corp. A summary of the bid results has been attached for your review in **Exhibit B**.

Staff and ABN have reviewed the submissions in their entirety and recommend moving forward with the low bidder "Marco Technologies" for the hardware in the amount of \$92,309.86, and the low bidder "SHI International Corp" for the software in the amount of \$49,473.36.

Upon completion of the order, the delivery of the hardware is expected to take up to 3 months, with installation to be scheduled shortly thereafter.

## **FINANCIAL IMPACT**

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*Capital Improvement Fund – Budget \$150,000 – Actual \$17,363 – Requested \$141,783 – Remaining (\$9,146)*

The Fiscal Year 2021 capital budget included \$150,000 for this project, which was titled at the time, "Virtual Machine Host Cluster." To date, the Village has spent \$8,100 for ABN support hours to prepare the initial server design and bid specifications, and \$2,563 for an electrical upgrade in the server room to accommodate the new equipment. Another \$6,700 will be necessary for Veeam Backup Software for the new system. These total \$17,363 in expenditures to date. It should be noted that there will be \$11,452 savings in the General Fund, MIS budget from purchases that will not be necessary due to this project such as: \$1,800 – San Maintenance; \$4,000 – VMware Maintenance; \$3,552 – StorageCraft Licenses; and \$2,100 – Windows Server 2019.

The Board will be asked to consider separately ABN Task Order #2021-03, which includes an additional 400 support hours for the server installations and data migration at a total cost of \$48,000. This final expenditure would put the project at a total cost of \$207,146. With the savings realized in the general fund, the project will result in a net expense of \$195,694, which is just \$10,000 over ABN's projected estimate of \$185,000. This increase is believed to be due to the increased cost of equipment since the onset of the chip shortage.

The Capital Improvement Fund has sufficient funds to cover the additional expenses associated with this project.

## **ATTACHMENTS**

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1. Minutes from the Bid Opening
2. Exhibit A - Village Server Replacements - Hardware Bid Results
3. Marco Technologies Bid Certification Form
4. Exhibit B - Village Server Replacements - Software Bid Results
5. SHI International Bid Certification Form

## **RECOMMENDED MOTION(s)**

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1. Motion to Approve a Waiver of the Public Notice Requirement and Award a Contract to Marco Technologies for Village Server Replacements (VSAN) - Hardware, in the amount of \$92,309.86
2. Motion to Approve a Waiver of the Public Notice Requirement and Award a Contract to SHI International Corp for Village Server Replacements (VSAN) - Software, in the amount of \$49,473.36.

# Lake in the Hills Administration Department

## MEMORANDUM

**To:** Fred Mullard, Village Administrator  
**From:** Joe Neilon, IT Manger  
**Date:** August 9, 2021  
**Subject:** RFP Results – Village Server Replacements – Hardware and Software

### Village Server Replacements – Hardware

The RFP opening for the Village Server Replacement - Hardware was held at the Village Hall located at 600 Harvest Gate, Lake in the Hills, IL, on August 9, 2021 at 11:00 a.m. Those present were Joe Neilon, IT Manager, and Shannon Andrews, Assistant Village Administrator, with no vendors or members of the public present. Beginning at 11:30 a.m., Joe Neilon opened and read aloud the following sealed RFP submittals:

Company Name	Bid Amount	Alt 1	Alt 2	Alt 3
9 to 5 Computer	\$ 107,747.34	\$ -	\$ -	\$ 28,226.14
CDW Government	\$ 58,957.23	\$ -	\$ -	\$ -
TSI	\$ 173,763.49	\$ -	\$ -	\$ -
Marco	\$ 92,311.84	\$ 2,883.85	\$ 3,635.54	\$ -
Computers Nationwide	\$ 3,600.00	\$ -	\$ -	\$ -
SHI International	\$ 114,208.00	\$ -	\$ 9,609.00	\$ 3,298.00

Marco Technologies and SHI International submitted a single envelope with both bid responses for both hardware and software inside. Separate bid certifications were received for hardware and software. Computers Nationwide submitted a single, unmarked envelope with responses for both hardware and software, but a single, shared bid certification form. The software portion of each submission was held to be read during the Software bid opening.

The RFP opening for the hardware was concluded at 11:51 a.m.

## **Village Server Replacements – Software**

The RFP opening for the Village Server Replacement - Software was then held at the Village Hall, located at 600 Harvest Gate, Lake in the Hills, IL, on August 9, 2021 at 11:51 a.m. Those present were Joe Neilon, IT Manager, and Shannon Andrews, Assistant Village Administrator, with no vendors or members of the public present. Joe Neilon opened and read aloud the following sealed RFP submittals:

<b>Company Name</b>	<b>Bid Amount</b>
SHI International	\$ 49,473.36
Computers Nationwide	\$ 3,600.00
Marco	\$ 59,546.39
CDW Government	\$ 32,335.00
TSI	\$ 51,547.90

As previously noted, Marco Technologies and SHI International submitted a single envelope with both bid responses for both hardware and software inside. Separate bid certifications were received for hardware and software. Computers Nationwide submitted a single, unmarked envelope with responses for both hardware and software, but a single, shared bid certification form. The software portion of each submission had been held and was read under the Software bid opening.

The RFP opening for the software was concluded at 12:00 p.m.

Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board of Trustees meeting.

## Exhibit A – Village Server Replacements – Hardware Bid Results

	Company name	Bid Amount	Corrected amount	Notes
1	9 to 5 Computer	\$ 107,747.34	\$ 106,162.93	Corrected amount to remove warranty that was requested to be submitted seperately in Alternative 2.
2	CDW Government LLC	\$ 58,957.23	\$ 109,461.28	Corrected amount reflects unit prices adjusted due to calculation error within the spreadsheet.
3	T.S.I. - VA, LLC	\$ 173,763.49	\$ 123,263.33	Corrected amount reflects unit prices adjusted due to calculation error within the spreadsheet.
4	Marco Technologies	\$ 92,311.84	\$ 92,309.86	Corrected amount reflects unit prices.
5	Computers Nationwide	\$ 3,600.00	\$ 67,145.00	Non-Responsive: Error on bid certification and hardware did not meet Village requirements.
6	SHI International	\$ 114,208.00	\$ 114,208.00	

APPENDIX 2

VILLAGE OF LAKE IN THE HILLS  
BID CERTIFICATION FORM

CONTRACTOR'S NAME: Marco Technologies  
ADDRESS: 4510 Heatherwood Road  
St. Cloud, MN 56301

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, as described in Exhibit A;

FOR THE LUMP SUM OF \_\_\_\_\_ Dollars (\$ 92,311.84 )

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 Village Server Replacements (VSAN) - Hardware, [he/she] will completely perform the contract in strict accordance with its terms and conditions within sixty (60) consecutive calendar days after notification of award of contract.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Village Server Replacements (VSAN) - Hardware, 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.

Dated at Marco Technologies, LLC this 6th day of August, 2021

By: [Signature]  
(signature)

Its: Sales Director  
Title

Tash Laudenbach, being duly sworn, deposes and states that he/she is the \_\_\_\_\_

Proposal Manager of Marco Technologies, LC and that the statement above is

true and correct. Subscribed and sworn before me this 6th day of August, 2021

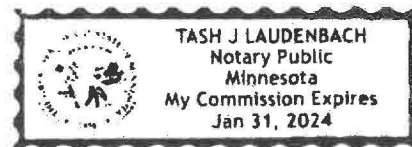
(NOTARY STAMP) Tash Laudenbach  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

By: \_\_\_\_\_  
(signature)

Title: \_\_\_\_\_



## Exhibit B – Village Server Replacements – Software Bid Results

	Company name	Bid Amount	Notes
1	CDW Government LLC	\$ 32,335.00	Non-Responsive: Submitted incomplete bid - missing all Microsoft licensing requirements.
2	T.S.I. - VA, LLC	\$ 51,547.90	
3	Marco Technologies	\$ 59,546.39	
4	Computers Nationwide	\$ 43,149.00	Non-Responsive: Submitted VMWare licensing for only 1 year, versus the required 5 years.
5	<b>SHI International</b>	<b>\$ 49,473.36</b>	





**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 Village Server Replacements (VSAN) - Software, [he/she] will completely perform the contract in strict accordance with its terms and conditions within sixty (60) consecutive calendar days after notification of award of contract.

**5. SPECIFICATIONS:**

The undersigned will furnish all labor, material, equipment, and services necessary for said Village Server Replacements (VSAN) - Software, 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.

Dated at 1:00pm EST this 28 day of July, 2021.

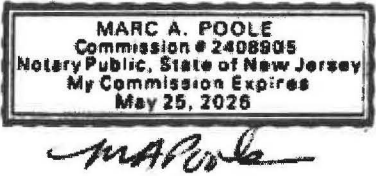
By: Maya Oliver  
(signature)

Its: Proposal Specialist  
Title

Maya Oliver, being duly sworn, deposes and states that he/she is the Proposal Specialist of SHI International Corp. and that the statement above is true and correct. Subscribed and sworn before me this 28 day of July, 2021

(NOTARY STAMP) Marc Poole  
Notary Public

**VILLAGE OF LAKE IN THE HILLS**  
Accepted this 28 day of July, 2021  
By: Marc Poole  
(signature)  
Title: Manager - Proposals





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Administration

**SUBJECT:** Task Order #2021-03 Server Installation and Data Migration

## EXECUTIVE SUMMARY

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Staff is seeking the Board's approval on Advanced Business Network's Task Order #2021-03 Server Installation and Data Migration for an amount not to exceed \$48,000.

Advanced Business Networks ("ABN") has managed the Village's IT needs since October, 2012. The Village has previously approved the following task orders with ABN in the current fiscal year:

- Task Order #2021-01 for 100 hours at \$135/hr. for general support services
- Task Order #2021-02 for 60 hours \$135/hr. for the design of the Virtual Machine Host Cluster.

Task Order #2021-03 is the next step in the Virtual Machine Host Cluster project, where ABN will serve as the project manager of the server rollout, tasked with building and deploying the new servers. This is a major undertaking which is expected to take approximately 400 consultant hours. Due to the quantity of hours being purchased, as per the master agreement with ABN, the rate will be reduced from \$135/hr. down to \$120/hr. bringing the total support cost to \$48,000.

Any unused hours within this task order will convert for use under Task Order #2021-01, General IT Support Services. These hours would also be eligible for carryover from the current fiscal year to the next.

ABN will provide the services necessary to upgrade the Village with a new physical server cluster with increased redundancy, efficiency, security and plenty of room for growth. All of the Village's high-use virtual servers, including New World, will be updated to the latest Windows Operating System with the latest security patches.

## FINANCIAL IMPACT

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*Capital Improvement Fund – Budget \$150,000 – Actual \$159,148 – Requested \$48,000 – Remaining (\$57,148)*

The Fiscal Year 2021 budget includes \$150,000 in the Capital Improvement Fund for the Virtual Machine Host Cluster project. Task Order #2021-03 includes 400 support hours at \$120 per hour for a total cost of \$48,000. Expenses to date are \$17,363, but another \$141,785 is being requested at the August 26 Board

meeting for the hardware and software bids being considered separately. This brings the total project cost to \$207,148. This expense is partially offset by \$11,452 in savings within the General Fund. The Capital Improvement Fund has sufficient funds to cover the additional expenses associated with this project.

## **ATTACHMENTS**

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1. Task Order #2021-03 Server Installation and Data Migration

## **RECOMMENDED MOTION**

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Motion to Approve Task Order #2021-03 - Server Installation and Data Migration, with Advanced Business Networks, Inc for an amount not to exceed \$48,000.



# VILLAGE OF LAKE IN THE HILLS

## Task Order #2021-03

### Server Installation and Data Migration

In accordance with Section 1.B of the Master Contract (the "Contract") between the Village of Lake in the Hills ("Village") and Advanced Business Networks ("ABN"), the Village and ABN agree as follows:

#### 1. Project

The Village engaged ABN to complete Task Order #2021-02 – *Virtual Machine Host Cluster Design and Bid*. This Task Order required ABN to analyze our current server environment and determine the hardware and software needed to replace and improve our existing server setup that is at the end of its useful life.

This Task Order #2021-03 encompasses the next step in this project, where ABN will be responsible for replacing our existing server environment with the hardware and software identified as part of the Village's recent Requests for Proposals ("RFP") outlined below:

- *Village Server Replacements (VSAN) for Hardware*. This RFP, attached as **Exhibit A**, contained all of the hardware needed for the new servers. This included an extensive parts list for servers, power protection, networking, and storage.
- *Village Server Replacements (VSAN) for Software*. This RFP, attached as **Exhibit B**, contained all of the software needed for the new servers. This included licensing for VMware, Windows Server, Windows SQL, and Windows 10.

ABN will provide the services necessary to upgrade the Village with a new physical server cluster with increased redundancy, efficiency, security and plenty of room for growth. All of the Village's high-use virtual servers, including New World, will be updated to the latest Windows Operating System with the latest security patches.

## **2. Services of Consultant**

A detailed outline of the requirements under this Task Order have been included below:

- a. Clean and prepare server room – Organize the server room rack and wires to accommodate the new server installs.
- b. Receive and assemble hardware - All servers and switches will be assembled and installed in the server rack.
- c. Provision and configure new VMware cluster – All new servers will have the latest version of VMware installed. VMware is the operating system that all of the Village's virtual servers run on.
- d. Migrate from old VMware cluster – All of the Village's current virtual servers and services will be migrated from the current servers to the new servers.
- e. Virtualize remaining physical servers – Existing physical servers will be migrated to the new server cluster.
- f. Provision new backup software – The Village's backup solution will change from ShadowProtect to Veeam backup.
- g. Configure and migrate services, applications, and files for eleven (11) new virtual servers. New virtual servers will include, but are not limited to: New World upgrade, File Shares, Print Server, miscellaneous services, and Active Directory (DNS, GPO's) migration and updates.
- h. Migrate DHCP to firewall or router at Public Works.
- i. All scheduling of server installations or planned outages will be coordinated through the Village's IT Manager, Joe Neilon.

## **3. Commencement Date**

Understanding the challenges both parties are facing without lead times being provided by vendors, ABN will do their best to accommodate a commencement date as soon as practicable upon execution of this Task Order, but no later than 30 days after delivery of equipment sufficient to begin the project. The Village will provide ABN as much advanced notice as possible with regard to when equipment deliveries are expected.

## **4. Completion Date**

This project must be completed within 180 calendar days following the Commencement Date. Extensions, if necessary, are authorized by a Change Order.

## **5. Key Project Personnel**

Alex Poltorak, President

Michael Malitsky, Vice President, Chief Technology Officer

Steve Wells, Vice President, Chief Information Officer

John Caselli, Director of Project Management & Service

**6. Contract Price**

In accordance with Task Order #2021-01, the 400 consultant hours necessary to complete this Task Order will be charged at the hourly rate for this block of hours, which is \$120.00 per consultant hour, bringing the total price of this Task Order to \$48,000.

Any unused hours in this Task Order will be added to the total hours available under Task Order #2021-01.

Any balance in the number of hours remaining in Task Order #2021-01 as of December 31, 2021 would be eligible for carry over into the next Task Order period.

**7. Payments**

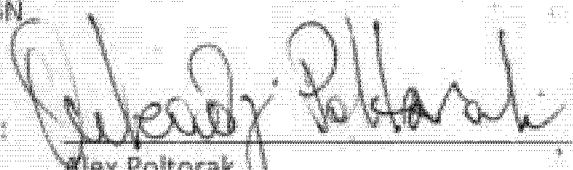
The Village will submit payment for this Task Order by the Commencement Date.

Acceptance and approval of this Task Order shall incorporate this Task Order as part of the Contract.

The Effective Date of this Task Order is August 26, 2021.

VILLAGE

By: \_\_\_\_\_  
Fred Mullard  
Village Administrator

ABN  
By:   
Alex Poltorak

**DESIGNATED REPRESENTATIVE FOR TASK ORDER:**

Name: Alex Poltorak  
Title: President  
Address: 1055 Campus Drive, Mundelein, IL 60060  
E-mail Address: [alex@netabn.com](mailto:alex@netabn.com)  
Phone: 847-247-0700, #102  
Fax: 847-816-6523

# EXHIBIT A



## Village Server Replacements (VSAN) - Hardware

### SPECIFICATIONS

The Village of Lake in the Hills, IL (the "Village") intends to upgrade its existing server/SAN environment through the procurement of the hardware and equipment as specified within this Request for Proposal (RFP). The necessary software licensing will be bid and purchased separately.

Detailed specifications are provided in the following four (4) sections below:

#### Section 1 – Servers (4)

The Village requires a total of four (4) servers, with each server being required to meet the specifications identified within this table. All servers are to be fully assembled and tested prior to delivery.

Manufacturer	Part Number	Description	QTY
HPE	868706-B21	HPE DL380 Gen10 8LFF CTO Server	1
HPE	P02503-B21	HPE DL380 Gen10 Xeon-G 6234 (3.3GHz/8-core) FIO Kit	1
HPE	P00924-B21	HPE 32GB 2Rx4 PC4-2933Y-R Smart Kit	8
HPE	865414-B21	HPE 800W FS Plat Ht Plg LH Power Supply Kit	2
HPE	867810-B21	HPE DL38X Gen10 High Performance Fan Kit	1
HPE	872487-B21	HPE 4TB 12G SAS 7.2K LFF SC DS HDD	4
HPE	804331-B21	HPE Smart Array P408i-a SR Gen10 Controller	1
HPE	P01366-B21	HPE 96W Smart Storage Battery 145mm Cable Kit	1
HPE	P04529-B21	HPE 800GB SAS MU LFF SCC DS SSD	1
HPE	817749-B21	HPE Eth 10/25Gb 2P 640FLR-SFP28 MCX4121A Adapter	1
HPE	512485-B21	HPE iLO Adv incl 1yr TSU 1-Server Lic	1
HPE	720864-B21	HPE 2U LFF BB Rail Kit	1
HPE	720865-B21	HPE 2U CMA for BB Rail Kit	1
HPE	P21868-B21	HPE 32GB microSD RAID 1 USB Boot Drive	1
		<b>Total Number of Servers Required:</b>	<b>4</b>

#### Section 2 – Power Protection

Manufacturer	Part Number	Description	QTY
Eaton	9PX3K3UN	Eaton 9PX UPS, 6U, 3000 VA, 3000 W	2
Eaton	EPBZ79	Eaton ePDU Basic 20-Outlets 4.99kW PDU	4
Eaton	116750224-001	Environmental monitoring probe	1



# EXHIBIT A

## Section 3 – Networking

<b>Manufacturer</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>
Mellanox	MSN2010-CB2R	SN2010 Ethernet Switch for Hyperconverged Infrastructures, Onyx	2
Mellanox	MTEF-KIT-D	Rack Mount for Network Switch Series Short Depth 1U	1
Mellanox	MCP1600-C00AE30N	Passive Copper Cable, 100GbE, 100Gb/s, QSFP28, 0.5m	2
Mellanox	MCP2M00-A003E26N	3M Passive Copper Cable up to 25GB/S SFP28 26AWG	8
Mellanox	MC3309130-003	3M Passive Copper Cable 10GB/S SFP+	2
Mellanox	MC3309124-005	5M Passive Copper Cable 10GB/S SFP+	2

## Section 4 – NAS

<b>Manufacturer</b>	<b>Part Number</b>	<b>Description</b>	<b>QTY</b>
QNAP	TS-1283XURPE21248GUS	TS-1283XU-RP-E2124-8G SAN/NAS Storage System	2
QNAP	RAIL-B02	Mounting Rail Kit for Network Storage System	2
QNAP	RAM-16GDR4A1-UD-2400	16GB Memory Module - DDR4-2400/PC4-19200 DDR4 SDRAM	2
Seagate	ST10000NM0086	10 TB Hard Drive SATA/600, 5Year Warranty, 7200 RPM 256MB 3.5IN	24

# EXHIBIT B



## Village Server Replacements (VSAN) - Software

### SPECIFICATIONS

The Village of Lake in the Hills, IL (the “Village”) intends to upgrade its existing server/SAN environment and is seeking to procure the necessary software licensing as specified within this Request for Proposal (RFP). The hardware and equipment for this project will be bid and purchased separately.

#### Minimum Requirements

- 1) All licenses are to be registered to the Village of Lake in the Hills.
- 2) Bidder will assist the Village as needed with registrations, obtaining keys, and any other steps required to fully license the software.
- 3) Detailed specifications for software licensing are provided below:

Manufacturer	Part Number	Description	QTY
HPE	G4Y19A	VMware Virtual SAN + 5 Years 24x7 Support - License 1 CPU	4
HPE	P9U42A	VMware vCenter Standard With 5 Year 24x7 Support - License - 1 Server	1
HPE	BD512A	VMware vSphere Standard With 5 Years 24x7 Support - License - 1 CPU	4
HPE	BD510A	VMware vSphere Essentials 5yr E-LTU - Standard	1
Microsoft	FQC-09131	Windows 10 Pro 32/64-bit - License	1
Microsoft	9EM-00678	Open Government Windows Server 2019 Standard - License - 16 Core - Volume	6
Microsoft	R18-05794	Open Government Windows Server 2019 - License - 1 User CAL - Volume	150
Microsoft	7NQ-01586	Open Government SQL Server 2019 Standard - License - 2 Core – Volume	2



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Police

**SUBJECT:** Ordinance Amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code

## EXECUTIVE SUMMARY

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Staff is requesting a change to Chapter 4, of the Municipal Code, regarding the lateral entry program criteria to allow better access to recruitment of existing sworn police officers. In as early as 2019 the Police Executive Research Forum clearly stated in their executive summary: *The Workforce Crisis, and What Police Agencies Are Doing About It*, that the “police profession is facing a workplace crisis.” The department has taken a proactive approach in addressing this issue with recruitment strategies and the lateral officer entry program that was instituted in 2013. However, current challenges have required that we adjust our strategies, ensuring that we position ourselves in a competitive lateral entry market. A recent review of law enforcement employment ads showed that (17) out of (40) were seeking lateral entry candidates. The range of requirements for lateral candidates varies between two years experience to no experience, simply being certified as a law enforcement officer.

In addition to the shrinking pool of qualified candidates, the COVID pandemic shut down the police training academies for a period of time. The department is unable to send entry level police officer candidates to basic training until June 2022. The department is currently one officer down, two officers have advised their intent to retire in 2022, and six are eligible for retirement in 2022. The right lateral entry candidates will be key in minimizing the impact of pending officer turnover. The revised ordinance will reduce the minimum requirement of (24) months full-time law enforcement experience to (18) months for lateral entry candidates. The department is not compromising the quality of candidates, as our hiring process coupled with the extensive training program will ensure that the department maintains the highest standards of policing. Reducing the minimum law enforcement experience will widen our pool of candidates with law enforcement certification and basic fundamental skills.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Ordinance Amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code

**RECOMMENDED MOTION**

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Motion to approve the ordinance amending Chapter 4, Police Department, of the Lake in the Hills Municipal Code, pertaining to the lateral entry program criteria.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2021-\_\_\_\_\_**

**An Ordinance Amending Chapter 4  
of the Lake in the Hills Municipal Code  
Pertaining to the Police Department Codes and Amendments**

**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**, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, and welfare; and

**WHEREAS**, the Village Board finds that it is desirable and appropriate to update the Village Code regarding the Lateral Entry Program criteria to allow better access to recruitment of existing sworn police officers, to promote public health, safety, and welfare; and

**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:** The foregoing recitals shall be and are hereby incorporated herewith.

**SECTION 2:** Section A, subsection 3a of Chapter 4.01; Section M, subsection 1a and Section O, subsection 3 of Chapter 4.09 of the Lake in the Hills Municipal Code, shall be amended to read as follows:

Chapter 4.01 DEPARTMENT ESTABLISHED

3. Appointments

a. Exception: The Chief of Police may in his or her discretion, choose to appoint, ahead of any other applicant listed on the eligibility list of qualified candidates for initial entry, any applicant who has at least ~~two years~~ 18 months previous full-time experience as a police officer and

meets all other criteria as defined by the Chief of Police pursuant to an established Lateral Entry program.

#### Chapter 4.09 BOARD OF POLICE COMMISSIONERS

##### M. LATERAL ENTRY PROGRAM

a. Must possess a current Law Enforcement Officer Certification and have been employed in a full-time law enforcement capacity for a minimum of 2418 months. The totality of the individual's law enforcement training and work experience will be considered.

##### O. ELIGIBILITY LISTS AND REGISTERS OF ELIGIBLES

3. Appointments. All vacancies in the Department, entry or promotional level, shall be filled from the Eligibility List or through the Lateral Entry program by the Chief of Police who shall have complete access to all personnel files and test results of the individuals listed on the Eligibility List. The Chief of Police must appoint from one of the top three qualified candidates, based on the scoring criteria established by the Board of Police Commissioners. However, for entry level appointments, the Chief may additionally consider and appoint any otherwise qualified candidate who has currently served at least two years-18 months as a full-time employee of the Village in any capacity or department. When more than one sworn position is being appointed contemporaneously, the Chief of Police, in addition to all other provisions, may also consider the next three top scoring candidates for each position above one being appointed (e.g. if two positions are being appointed, the top six scoring candidates plus qualified Village employees and qualified Lateral applicants as described previously, may be considered and appointed).

**SECTION 3:** In all other respects, all other provisions of Chapter 4.01 and 4.09 of the Village Code remain unchanged.

**SECTION 4:** 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 5:** All ordinances or parts of ordinances in conflict herewith are provisionally repealed to the extent of such conflict during the term of effectiveness of this Ordinance.

**SECTION 6:** This Ordinance shall be in full force and effect upon its approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 26<sup>th</sup> day of August 2021 by roll call vote as follows:

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

APPROVED THIS 26TH DAY OF AUGUST, 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Larsen Park Master Plan Award

## EXECUTIVE SUMMARY

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Staff seeks Board approval to award a contract to Upland Design Ltd. of Plainfield, IL for the Larsen Park Master Plan project in the amount of \$32,000.

Staff released a Request For Qualifications (RFQ) in June, 2021 inviting qualified park planning firms to submit a statement of qualification and a proposed approach towards creating a master plan for the entire Larsen Park property. The RFQ gave firms the ability to develop their own approach towards building a Master Plan, while ensuring that a thorough site analysis is performed and public meetings and surveys are used to gather community input.

Staff received RFQ submittals on June 18 from ten firms. A selection team comprised of staff from Public Works, Recreation, and Administration reviewed and ranked all submittals in accordance with the RFQ selection criteria. That criteria included qualifications, experience, past performance, approach to the project, and each firm's understanding of the issues related to the project. After discussing and ranking all ten RFQ submittals, staff invited the four highest rated firms to an interview to present their RFQ submittals in-person.

After interviewing each of the four highest rated firms, the Village selection team re-ranked them with Upland Design Ltd. (Upland) receiving the highest overall rating. As such, staff began negotiations with Upland and have received pricing that matches the Village's budget of \$32,000 while achieving all the Master Plan elements that staff desired for this project. Upland's approach, pricing and timeline are included in the attached agreement. The Village has not worked with Upland before; however, staff contacted Upland's references and received very favorable reviews regarding similar projects they performed for Park Districts in Buffalo Grove, Naperville, and Winfield.

On August 5<sup>th</sup>, after reviewing Upland's approach, pricing and timeline, the Parks and Recreation Board unanimously voted to recommend a contract award for the Larsen Park master plan project to Upland Design.

## FINANCIAL IMPACT

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The Village's 2021 budget includes \$32,000 for this project in the General Fund. If awarded, the contract to Upland would not exceed \$32,000.



## **ATTACHMENTS**

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1. Agreement for the Larsen Park Master Plan Project

## **RECOMMENDED MOTION**

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Motion to award a contract to Upland Design Ltd. of Plainfield, IL for the Larsen Park Master Plan project in the amount of \$32,000.



# Agreement between the Village of Lake in the Hills and Upland Design Ltd. for the Larsen Park Master Plan Project

## A. DEFINITIONS

The following words and phrases, when used in this Agreement document shall have the meanings as specified herein.

**Contractor:** Upland Design Ltd.

**Village:** The Village of Lake in the Hills, McHenry County, Illinois, an Illinois municipal corporation.

**Larsen Park:** The Village-owned property located at 1111 Pyott Road, Lake in the Hills, IL, 60156. Shown on Appendix 1.

## B. VILLAGE PROJECT MANAGER

The Village Project Manager shall be Scott Parchutz, Public Properties Superintendent.

## C. COMPLIANCE WITH APPLICABLE LAWS

The Contractor shall comply with all applicable federal, state, and municipal laws, ordinances, rules, and regulations governing the Project and during the term of the contract including, but not limited to: Prompt Payment Act (50 ILCS 505/3 et seq.), Illinois Human Rights Act (775 ILCS 5/1-101 et seq.), Public Works Employment Discrimination Act (775 ILCS 10/0.01 et seq.), Illinois Blacklist Trade Law (775 ILCS 15/1 et seq.), Public Works Preference Act (30 ILCS 560/0.01 et seq.), Employment of Illinois Workers in Public Works Act (30 ILCS 570/0.01 et seq.), Sexual Harassment (775 ILCS 5/2-105), Tax Delinquency (65 ILCS 5/11-42-1), and Interference with Public Contracting (720 ILCS 5/33 E).

## D. PROPER COMPLETION OF AGREEMENT DOCUMENTS

Agreement documents must be signed by an officer or employee of the Contractor having the authority to bind the company or firm by signature. All signatures must be properly done in ink in the proper spaces. If a corporation is submitting an Agreement, the signatures must be attested to by the corporate secretary or other authorized officer of the corporation. All blanks on documents must be correctly filled in, using ink, or entered in typed form. Any erasures and error corrections must be initialed in ink. All Agreements shall be accompanied by a completed Agreement Certification Form, which is attached as Appendix 6.

## E. INDEPENDENT CONTRACTOR

The Contractor acknowledges that it is an independent contractor and that none of its employees, agents or assigns are employees of the Village. The Contractor shall be solely responsible for all unemployment, social security and other payroll tax payments required by law or union contract.

## F. SERVICES

Services to be performed by the Contractor as part of this agreement are stated in Appendix 2.

## G. PAYMENTS

The Village shall make progress payments to the Contractor based on the services completed by the Contractor to-date and the pricing listed in Appendix 3. The Village shall make final payment to the Contractor after the Contractor completes all contractual services to the satisfaction of the Village Project Manager. All pricing shall be not-to-exceed and include all materials, shipping, and handling charges, and any and or all costs required to complete the services identified herein.

## H. CHANGE-ORDERS

No claims for equitable adjustments in the agreement pricing, timing or services shall be made by the Contractor unless embodied in a change order. Detailed written requests for change orders must be submitted to the Village Project Manager and approved by the Village prior to any adjustments in the agreement pricing, timing or services. Any/all additional services performed by the Contractor without proper authorization shall be the Contractor's sole risk and expense.

**I. PROJECT TIMELINE**

The Contract is to complete the services listed in this agreement in accordance with the timeline listed in Appendix 4.

**J. SUBCONTRACTORS**

The Contractor shall provide a list of all subcontractors that will be doing work on this project on the form in Appendix 5.

**K. REGULATORY REQUIREMENTS**

The Contractor must comply with all applicable laws, regulations, and rules promulgated by any Federal, State, County, Municipal and/or other governmental unit or regulatory body now in effect or which may be in effect during the performance of the work. Included within the scope of the laws, regulations, and rules referred to in this paragraph but in no way to operate as a limitation, are Occupational Safety & Health Act (OSHA), Illinois Department of Labor (IDOL), Department of Transportation, all forms of traffic regulations, public utility, Intrastate and Interstate Commerce Commission regulations, Workers' Compensation Laws, Prevailing Wage Laws, the Social Security Act of the Federal Government and any of its titles, the Illinois Department of Human Rights, Human Rights Commission, or EEOC statutory provisions and rules and regulations. Evidence of specific regulatory compliance will be provided by Contractor, if required by owner.

**L. LEGAL**

The Contractor and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

**M. INSURANCE**

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

The Contractor shall maintain limits no less than the following:

**Commercial General Liability:**

Bodily Injury and property damage combined	
single limit per occurrence	\$1,000,000
Personal Injury, per occurrence	\$1,000,000
Including Contractual Liability - Broad Form and	
Products and Completed operations	
General Aggregate	\$2,000,000

- Coverage shall be on an occurrence basis. Claims made coverage is not acceptable.
- The Village shall be included as Additional Insured on a primary and non-contributory basis.
- An Excess or Umbrella Liability policy may be used in conjunction with primary coverage limits to meet the minimum limits requirements.

**Business Automobile Liability:**

Bodily Injury and property damage	\$1,000,000
General Aggregate	\$2,000,000

- Auto coverage should include: Any Auto including owned, non-owned, hired, or rented vehicles.
- The Village shall be included as Additional Insured on a primary and non-contributory basis.

## **Worker's compensation & Occupational diseases:**

Workers Compensation	Statutory Limits
Employers' Liability:	
\$1,000,000 each accident	
\$1,000,000 disease, per employee	
\$1,000,000 disease, policy limit	

- The insurer shall agree to waive all rights of subrogation against the Village, its officers, officials, employees, agents and volunteers for losses arising from work performed by the Contractor for the Village.

## **Excess or Umbrella Liability Coverage**

The required coverages may be in combination of primary, excess and umbrella policies. Any excess or umbrella policy must provide excess coverage over underlying insurance on a following-form basis such that when any loss covered by the primary policy exceeds the limits under the primary policy, the excess or umbrella policy becomes effective to cover such loss.

- The policy should be written on an occurrence basis. A claims-made policy is not acceptable.
- The Village should be listed as an Additional Insured, on a primary and non-contributory basis by original endorsement.

## **General Requirements**

- **Verification of Coverage:** The Contractor shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms. The Contractor shall provide the Village with a CG 20 01 endorsement as well as either a CG 20 10 or CG 20 26 endorsement. The Village reserves the right to request fully certified copies of insurance policies and endorsements.
- Any insurance required to be carried by the Contractor shall be primary and not excess to any other coverage carried by the Village. Any insurance or self-insurance maintained by the Village, its officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- The insurance must contain a Severability of Interests/Cross Liability clause or language stating that the insurance will apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- Contractor will furnish an original Certificate of Insurance as evidence of required coverage to the appropriate Village representative with their bid and/or with the executed contract and before work commences. A person authorized by the insurer to bind coverage should sign the Certificate of Insurance.
- Insurance companies must be acceptable to the Village. Insurance is to be placed with insurers with a A.M. Best's rating of no less than A:VII and licensed to do business in the State of Illinois.
- Coverage must be in force for the complete term of the contract. If insurance expires during the term of the contract, a new Certificate of Insurance of replacement coverage must be received by the Village at least 10 days prior to the expiration date of the original coverage. This new insurance must meet the terms of the original contract.
- Insurance policies shall contain a provision that states a minimum of 30 days advance notice will be given to the Village of

any substantial change to or cancellation of any of the insurance policy listed on the certificate.

- Any deductibles or self-insured retentions must be declared to and approved by the Village. Contractor is responsible for any deductible or self-insured retention contained within the Contractor's insurance program. If the Contractor is self-insured, review of financial information may be required and the Village may require the Contractor to procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.
- Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Village its officers, officials, employees, agents and volunteers.
- In the event Contractor fails to keep in effect at all times the specified insurance coverage, the Village may, in addition to any other remedies It may have, terminate the contract upon the occurrence of such event, subject to the provisions of the contract.

### **Professional Liability Coverage**

The Contractor shall maintain Professional Liability covering the Contractor against all sums that the Contractor may be obligated to pay on account of any liability arising out of the contract including indemnification and defense for injury or damage arising out of the acts, error, or omissions in providing professional service.

Minimum limits:

\$2,000,000 per Wrongful Act or Occurrence

\$4,000,000 Annual Aggregate

- If the policy is written on a claims-made form, the retroactive date must be equal to or preceding the effective date of the contract. In the event the policy is cancelled, non-renewed or switched to an occurrence form, the Contractor shall be required to purchase supplement extended reporting period coverage for a period of not less than one year.

## APPENDIX 1 – Larsen Park Property Map



### Phase A - Master Plan & Public Input

Overview: To provide quality planning a site analysis of existing conditions will be prepared. Items such as soil types, vegetation cover, drainage patterns, utility availability and adjacent land use will be observed. Input from Village representatives and stakeholders will be included to develop a picture of recreational needs. Schematic design and cost estimates will then be completed.

#### Kick Off Meeting: Gather Site Information and Identify Recreational Needs

A meeting with Village representatives to cover Larsen Park Planning Process and Detailed Work Plan will take place. The following items will be reviewed:

- Timeline and Presentation Dates
- Identify Key Stakeholders including neighbors and potential users
- Project Goals and Objectives
- Recreational Needs of Community
- Site Challenges and Opportunities
- Existing Site Information: The Village will share any existing base data and easement information as well as historical documents, maps, past wetland reports and planning documents pertaining to the site and Village.

#### Base Map

A digital base map will be created to use for planning. The following will be included:

- A FIRM map and historic soil survey will be secured for the site.
- The pond at Larsen Park is shown as open water on the National Wetland Inventory. For this reason, we suggest a wetland delineation be completed by ERA for the site.
- McHenry County GIS data as available

#### Site Analysis Plan and Recreational Needs

- Opportunities and challenges will be identified and delineated in written format and on a site analysis plan.
- Based on input of the Village staff along with community documents, a preliminary program of recreational needs for the site will be compiled. These will be shared with the Village staff.
- An assessment of existing site, base information and surrounding context will be undertaken. Drainage and utilities will be reviewed.
- Inventory and Analysis Plan will be prepared in graphic format

**Idea Boards:** The design team will prepare idea images for potential improvements and new recreational options as discussed with the Village. We will lead an interactive process to engage everyone. A written survey will be prepared.

**Village Review Meeting:** The above information will be presented and discussed with the Village. Updates will be made in preparation for the first public meeting.



## Public Meeting # 1

- Identified key stakeholders, neighbors, and the larger community will be invited to an initial public meeting. The site analysis plan along with challenges and opportunities will be reviewed for the park. A discussion of desired improvements, recreational and comfort amenities, along with priorities will take place. Questions will be posed to engage the attendees in an interactive process.

## Schematic Design Planning

- The design team will prepare a minimum of two concept designs based on data gathered and input given to date for the park. Each will be accompanied by sketches and/or photos of the project elements.
- General cost estimates will be prepared for each concept plan.

## Village Review Meeting

- The schematic plans and costs will be presented to Village staff. A discussion of each concept will take place and input will guide the design team. The Village will determine whether one or two concept plans will be taken to the public meeting for Larsen Park. Adjustments to the plans will be made and submitted via email to the Village for review and comment.
- Once approved, plans will be finalized and rendered in preparation for the public meetings.

## Second Public Meeting

- A second public meeting will be held to gather input and ideas from the public about the park. Upland Design will present the concept plan(s) with example photos and sketches. The Site Analysis plan will also be available for the community to view. A written survey will be prepared. If the Village desires, the site analysis plan, concept plans and written survey can also be shared on the Village website for the larger community to engage in the process.
- Upland Design will lead an interactive process to engage the community in this meeting and get everyone involved in the input. This can include digital input using smart devices as well as small group breakouts.
- Upland Design will prepare a summary of the input from this meeting and recommendation to move to one master plan.





### Detailed Master Plan Creation

- Based on the input from the public meetings and discussion with Village representatives, Upland Design will create a preliminary master plan for Larsen Park including amenities photos and sketches.
- Cost estimates will be updated

### Phasing Plan

Upland Design will prepare a preliminary phasing plan based on Community and Village input. Items that are better to built at the same time will be grouped together. The phasing plan will include a description of items along with detailed cost estimate.

### Grant Ideas and Partners

A list of potential grant programs that could fit the Larsen Park construction will be prepared. In addition, a list of potential private partners will be created with input from the Village.

### Pre Permit Review

As part of the planning process, a list of potential permit requirements will be created. Based on past work the following are potential elements that will be considered as planning takes place so that costs and implications of the permit requirements are incorporated into the plan.

- Site stormwater needs will be reflective of the final selected elements but will likely include conveyance for general drainage, stormwater detention, and water quality best management practices. Our team will assess these needs and incorporate them seamlessly into the plans so they become part of the park setting.
- Encroachment on wetlands or floodplain/floodway areas should be minimized to reduce project costs.
- An archeological report may be required to apply for certain permits.

### Village Review Meeting

- The preliminary master plan, costs, phasing, and grant list will be presented to Village staff. A discussion will take place and revisions will be made for the third public meeting to be completed.

### Park/Rec Board Presentation

- The Larsen Park Detailed Master Plan will be presented to the Park and Recreation Board along with the cost estimates. An overview of the planning process will be given with a discussion of potential phasing ideas.

### Village Board Presentation

- The Larsen Park Detailed Master Plan will be presented to the Village Board along with the cost estimates. An overview of the planning process will also be given with a discussion of potential phasing ideas.



# APPENDIX 3 - PRICING



Larsen Park - Village of Lake in the Hills				
Phase A - Master Plan & Public Input				
	Project Kick-off, base map, site analysis & recreation needs	Community engagement / concept design	Site Master plan	Total
<b>Basic Services</b>				
<b>Upland Design Ltd.</b>				
Meetings with team and Village (6)	\$1,363	\$1,363	\$1,963	\$4,689
Site investigation / analysis /base map/ consider jurisdictional requirements	\$1,790	x	x	\$1,790
Two Outreach meetings (community stakeholders, public, digital invitations) Including preparation and summary	x	\$1,757	\$1,220	\$2,977
Idea Boards & Concept design planning	x	\$6,258	x	\$6,258
Master plan creation	x	x	\$1,800	\$1,800
Final Master plan creation & Cost estimate(rendered landscape and overall site plan)	x	x	\$2,200	\$2,200
Pre-Permit Review, Phasing plan, Grant ideas, cost estimate	x	x	\$1,886	\$1,886
<b>ERA Consultants</b>				
Meetings Team and Village	\$700.00	\$700.00	\$700.00	\$2,100.00
Wetland Delineation and Jurisdictional Determination	\$3,500.00	X	X	\$3,500.00
Site investigation including flood plain evaluation, Jurisdictional review for park entrance, public utility access review	\$1,650.00	X	X	\$1,650.00
Concept Design planning (stormwater concept and utility layout)	x	\$1,400.00	x	\$1,400.00
Master plan creation review and cost estimating assistance	x	x	\$550.00	\$550.00
Phasing plan assistance	x	x	\$450.00	\$450.00
Estimated Reimbursables:				\$750.00
<b>Total per Task</b>	<b>\$9,003.00</b>	<b>\$11,478.00</b>	<b>\$10,769.00</b>	<b>\$32,000.00</b>
<b>Optional:</b>				
IDNR OSLAD Grant Appplication Preparation			\$4,800.00	\$4,800.00
Hourly rates for additional work				
<b>Upland Design Ltd.:</b>	Hourly Rates			
Principal Landscape Architect	\$166.00			
Project Manager Landscape Architect	\$148.00			
Landscape Architect/Designer	\$124.00			
<b>ERA Consultants:</b>				
Principal	\$221.00 / hr			
Project engineer	\$132.50 / hr			
Project designer	\$93.00 / hr			

ERA staff will attend up to three in-person meetings: Kick off, interium design/permit review meeting and the Village Board presentation. Upland Design staff will attend up to eight meetings of which one is the kick off meeting, two are public in person meetings, three are in person Village review meetings, one in person Park and Recreation Board Meeting and one in person Village Board Presentation.

## APPENDIX 4 - Project Timeline



Larsen Park - Village of Lake in the Hills	
Work Element	Time Line
Kick-Off Meeting	Early September, 2021
Site investigation / Suvey / Wetland Delineation / Site analysis /base map/ consider jurisdictional requirements	September, 2021
Idea Boards and Recreation Program	September, 2021
Two Outreach meetings (community stakeholders, public, digital invitations) Including preparation and summary	October - November 2021
Concept Design Planning	October - November 2021
Master Plan Creation	November, 2021
Pre-Permit Review, Phasing plan, Grant ideas, cost estimate	November - December, 2021
Final Master plan creation & Cost estimate(rendered landscape and overall site plan)	December, 2021
Village Board Presentation	January, 2022



APPENDIX 6

VILLAGE OF LAKE IN THE HILLS  
AGREEMENT CERTIFICATION FORM  
Larsen Park Master Plan Project

DESIGN PROFESSIONAL'S NAME: Upland Design Ltd.  
ADDRESS: 24042 Lakport Street  
Plainfield IL 60544

**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 Agreement, 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 Design Professional is not barred from submitting an Agreement for this contract as a result of a violation of either Section 33E-3 or Section 33E-4 concerning Agreement rigging, Agreement 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;

**FOR THE LUMP SUM OF \$32,000.00**

**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 Agreements shall be held valid for a period of 60 days after the Agreement due date.

The undersigned hereby also certifies that this Agreement is genuine and not collusive or sham; that said Design Professional has not colluded, conspired, connived or agreed, directly or indirectly, with any other Design Professional or person, to put in a sham Agreement or to refrain from submitting an Agreement; 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 Agreement, or that of any other Design Professional, or to secure any advantage against any other Design Professional 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 Design Professional 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 Design Professional will not participate in Agreement rigging and/or rotating, kickbacks, bribery, and other related interference with public contracts. The statute requires that a certification by submitted by a Design Professional 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 Design Professional 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 Agreement, but the Design Professional must have one in order to receive a contract.

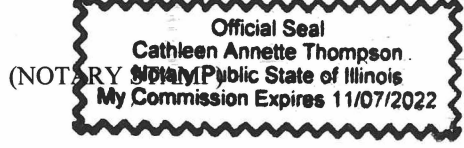
The undersigned hereby also certifies that the Agreement is in compliance with all other applicable federal, state, and local laws.

3. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this Agreement does not include any amounts of money for these taxes.
- B. To be valid, Agreements 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 Agreement and/or alternate Agreement any item at the prices indicated in the itemization of Agreement.

Dated at Will County this 18<sup>th</sup> day of August, 2021  
 By: [Signature]  
 (signature)  
PRESIDENT  
 Its: \_\_\_\_\_  
 Title

Michelle Kelly being duly sworn, deposes and states that he/she is the President  
 of Upland Design Ltd and that the statement above is  
 true and correct. Subscribed and sworn before me this 18 day of August, 2021



[Signature]  
 Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_  
 By: \_\_\_\_\_  
 (signature)  
 Title: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021  
**DEPARTMENT:** Public Works  
**SUBJECT:** Flood Brothers Contract Extension

## EXECUTIVE SUMMARY

---

Staff seeks Board approval of a Resolution authorizing a one-year contract extension with Flood Brothers Disposal Company for Solid Waste & Recycling Services through June 30, 2023.

The Village entered into a contract with the Flood Brothers Disposal Company (Flood Brothers) of Oak Brook, Illinois on January 12, 2017 for the collection and disposal of solid waste for all properties located within its municipal boundaries. The initial term of the contract started on July 1, 2017 and is set to expire on June 30, 2022 if not extended. The contract allows both parties to extend the contract for up to three additional one-year periods upon nine months prior notice and mutual consent. Flood Brothers recently provided staff with a letter (Attachment 1) indicating their desire to exercise the first one-year contract extension, which will extend the contract through June 30, 2023.

Public Works staff have managed the Flood Brothers contract since it started. A vital component of the contract involves working with Flood Brothers and residents or businesses to resolve service-related issues. Overall, staff have found Flood Brothers to be responsive and capable of resolving issues that are common with a municipal solid waste contract. Further, staff believes the community is satisfied with the services Flood Brothers provides as 92% of the residents that participated in the Village's 2020 resident satisfaction survey rated their services as good or excellent.

Staff recently evaluated solid waste service agreements from nearby communities to compare services and rates. While service levels among nearby communities differ, all communities provide a contractual agreement for the curbside collection and disposal of residential refuse, recycling, landscaping, bulk items, and Christmas trees. Lake in the Hills is currently the only community to include commercial properties in its agreement.

Attachment 1 contains tables comparing monthly residential rates, with notable differences in service levels listed. Overall, the rates paid by Village residents are lower than most nearby communities. While the Village's single-family residential customers are listed in table 1 as paying the fourth lowest rates (out of eight) for weekly collection services, the communities ranked as the first and third lowest require residents to pay an extra fee in certain situations and/or provide a lower service level than the Village offers. Senior residents are listed in table 2 as paying the lowest rate (out of eight), and table 3 shows multi-family residents are paying the third lowest rate out of the eight communities.

In consideration of Flood Brothers' performance to date and the rates Village customers are currently paying for solid waste collection and disposal services, staff recommends approving the contract extension.

## **FINANCIAL IMPACT**

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None.

## **ATTACHMENTS**

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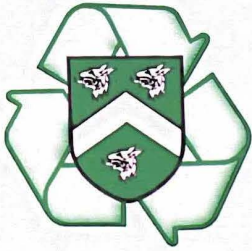
1. Flood Brothers' Contract Extension Consent Letter
2. Solid Waste Services and Rates Comparison Tables
3. Resolution

## **RECOMMENDED MOTION**

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Motion to approve a Resolution authorizing a one-year contract extension with Flood Brothers Disposal Company for Solid Waste & Recycling Services through June 30, 2023.





# **Flood Brothers**

DISPOSAL/RECYCLING SERVICES

17W609 14TH STREET  
OAKBROOK TERRACE, IL 60181-3718  
www.floodbrothersdisposal.com

August 19, 2021

Mr. Fred Mullard  
Village Administrator  
Village of Lake in the Hills  
600 Harvest Gate Drive  
Lake in the Hills, IL 60156

Re: Flood Brothers Contract Renewal

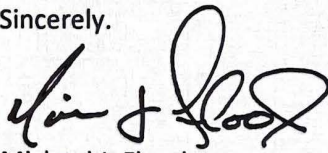
Dear Administrator Mullard:

Flood Brothers appreciates the opportunity to partner with the Village of Lake in the Hills to provide solid waste solutions for the residential and commercial accounts within Lake in the Hills. We believe our partnership has been beneficial and we look forward to continuing to serve the needs of the Village of Lake in the Hills.

Per the existing contract, Flood Brothers is requesting to renew the current contract under the same terms, conditions and limitations as contained in the existing contract for the allowed one additional year. The new term would expire on June 30, 2023.

Flood Brothers looks forward to working with the Village of Lake in the Hills and we are available to assist in any way.

Sincerely,



Michael J. Flood  
Flood Bros Disposal Co.

Cc: Tom Migatz – Director of Public Works

# Attachment 1 - Solid Waste Services and Rates Evaluation Tables

**Table 1: Single-Family Residential Curbside**

Rank (Low to High)	Community	Monthly Rates (Refuse, Recycling and Landscaping)	Hauler	Notable service level differences from LITH
1	Lakewood	\$17.09 to \$17.40 (depending on cart size)	MDC	Limits on landscaping quantities, billing is performed in-house and electronics recycling is not included.
2	Crystal Lake	\$17.74	Prairieland	Electronics recycling is only twice per year.
3	Cary	\$15.21 to \$18.91 depending on cart size (or \$4.75/bag)	Flood Bros.	A sticker must be purchased for any refuse that does not fit in a cart.
4	LITH	\$19.09	Flood Bros.	
5	Huntley	\$19.47	MDC	Electronics recycling is an additional cost.
6	Algonquin	\$19.75 (or \$3.16/bag)	Groot	A sticker needed for any refuse that does not fit in a cart. Yard waste and electronics recycling are additional costs.
7	McHenry	\$24.18 to \$26.31 depending on cart size (or \$3.50/bag)	Prairieland	Includes seasonal curbside leaf collection. Curbside electronics recycling is only twice a year.
8	Woodstock	\$24.70 (or \$2.88/bag)	MDC	Billing is performed in-house and landscaping and electronics recycling are both additional costs.

**Table 2: Single-Family Residential Curbside (Senior Discount)**

Rank (Low to High)	Community	Monthly Rates (Refuse, Recycling and Landscaping)	Hauler
1	LITH	\$13.74	Flood Bros.
2	Lakewood	\$15.38 to \$15.66 (depending on cart size)	MDC
3	Crystal Lake	\$15.98	Prairieland
4	McHenry	\$19.34 to \$20.20 depending on cart size (or \$3.50 a bag)	Prairieland

\*No senior discount: Algonquin, Cary, Huntley & Woodstock.

**Table 3: Multi-Family Residential Curbside**

Rank (Low to High)	Community	Monthly Rates (Refuse and Recycling)	Hauler
1	Crystal Lake	\$14.19	Prairieland
2	Cary	\$14.20 to \$17.64 depending on cart size (or \$4.06 a bag)	Flood Bros.
3	LITH	\$15.91	Flood Bros.
4	McHenry	\$19.34 to \$20.20 depending on cart size (or \$3.50 a bag)	Prairieland

\*No multi-family discount: Algonquin, Huntley, Lakewood & Woodstock.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2021-\_\_\_\_\_

**A Resolution approving a one-year contract extension  
with Flood Brothers Disposal Company for Solid Waste  
& Recycling Services through June 30, 2023**

WHEREAS, the Village of Lake in the Hills entered into a contract ("Contract") on January 12, 2017 with Flood Brothers Disposal Company for Solid Waste & Recycling Services.

WHEREAS, the initial Contract term will expire on June 30, 2022, if not extended;

WHEREAS, after the initial Contract term, the Contract allows both parties to extend the contract for up to three additional one-year periods upon nine months prior notice and mutual consent;

WHEREAS, Flood Brothers Disposal Company consents to exercise the first one-year Contract extension with the Village of Lake in the Hills;

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that it is best interest of the Village of Lake in the Hills to extend the Contract for an additional one-year period, which will extend the Contract until June 30, 2023;

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, State of Illinois.

SECTION 1: The foregoing recitals are hereby incorporated herein as if fully set forth as findings of the President and Board of Trustees.

Passed this 26th day of August, 2021 by roll call vote as follows:

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

APPROVED THIS 26TH DAY OF AUGUST, 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published:



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Airport Ground Lease for Hangar PAP-13

## EXECUTIVE SUMMARY

---

Staff seeks to enter into a twenty-year ground lease for hangar PAP-13 with John Kirschner.

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangars. John Kirschner is requesting a new ground lease on hangar PAP-13. This lease is for the period of August 27, 2021 to August 26, 2041. The lease includes an option to renew for four additional five-year terms.

Mr. Kirschner has signed the appropriate lease form and already has acceptable proof of insurance on file for another hangar he leases at the airport.

## FINANCIAL IMPACT

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The Airport Fund will receive \$2,297.40 annually from the ground lease and an additional \$516 in electrical fees, subject to annual increases approved by ordinance.

## ATTACHMENTS

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1. Proposed Ordinance
2. PAP-13 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-13 with John Kirschner.

**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 John Kirschner  
for PAP-13**

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 and is intended to make productive use of property for the general and financial welfare of the Village.

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 John Kirschner for PAP-13 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 26th DAY OF AUGUST, 2021 by roll call vote as follows:

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

APPROVED THIS 26th DAY OF AUGUST, 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

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 26<sup>th</sup> day of August, 2021 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and John Kirschner (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-13]**

Lot dimensions: 39’3” x 14’8”, 16’6” x 14’7” (approximate) (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on August 27, 2021 and shall continue for a period of 20 years and shall terminate August 26, 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 benzene 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 it 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:**

John Kirschner  
4006 E. Crystal Lake Avenue  
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**

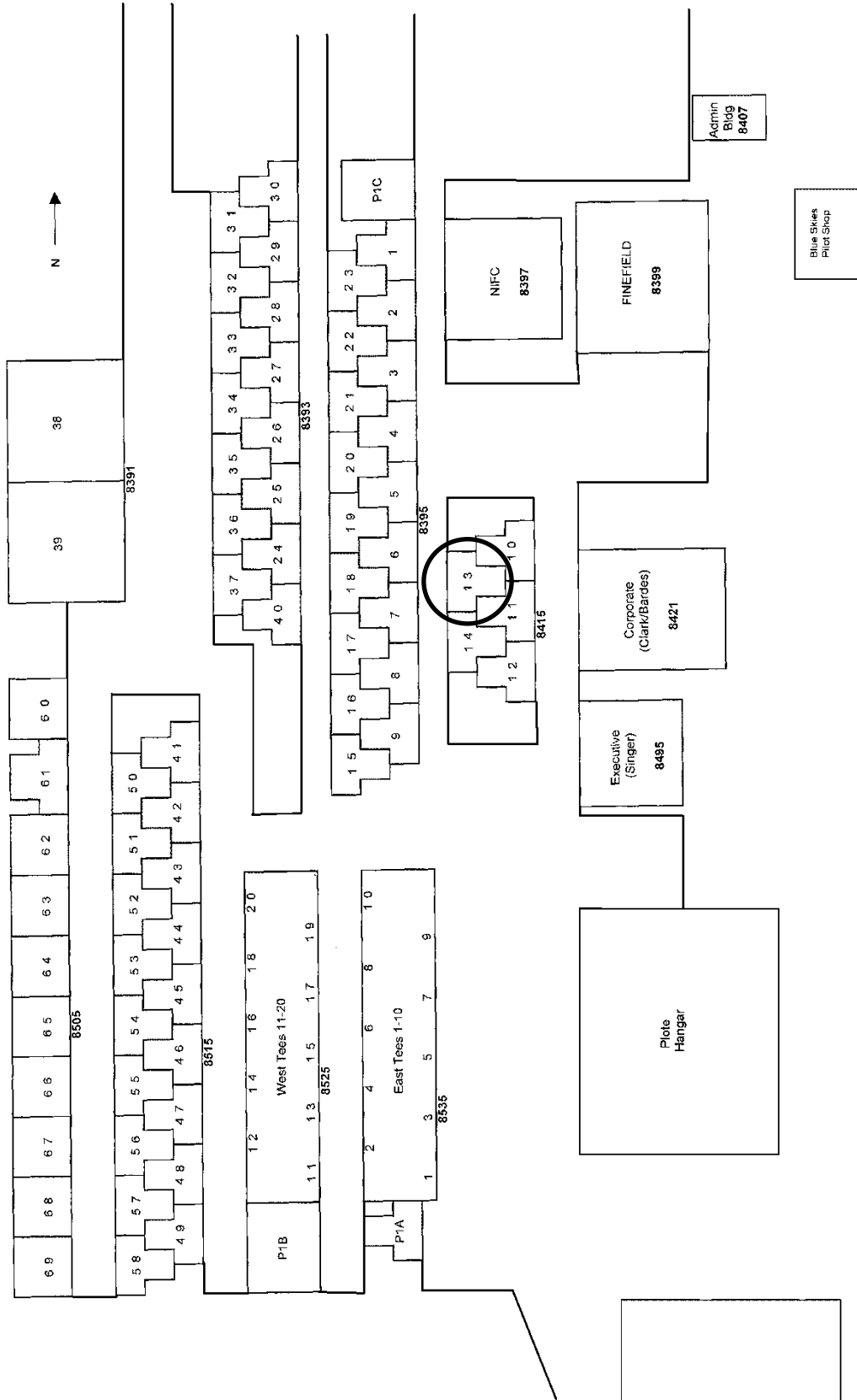
Attest: \_\_\_\_\_  
**Village Clerk**

[LESSEE] John Kirschner

By: \_\_\_\_\_  
John Kirschner

Title: \_\_\_\_\_

# EXHIBIT A PREMISES



**EXHIBIT B  
RENT SCHEDULE**

**Village Owned Facility Leases and Tie Downs**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
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

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
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.

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
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**

<b>Breaker Size (Amps)</b>	<b>Monthly Fee (USD)</b>	<b>Comments</b>
20	\$7	Single breaker serves 3 individual hangars
20	\$11	Single breaker serves 2 individual hangars
20	\$21	Fee per individual breaker
30	\$32	Fee per individual breaker
40	\$43	Fee per individual breaker
50	\$54	Fee per individual breaker
60	\$64	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:

<b>Area in Square Feet</b>	<b>Monthly Rental Rate</b>
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 10<sup>th</sup> 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

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Community Development

**SUBJECT:** Ratify an Agreement for GovQA Contract Extension

## EXECUTIVE SUMMARY

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Staff has evaluated and considered the skill and experience of GOVQA, LLC and has decided to enter into a contract extension for an additional 6-month term, with an option for an additional 6-month term between the Village and GOVQA, LLC, beginning October 1, 2021. The extension was prepared with two 6-month terms in order to provide for the potential to replace the existing GovQA permitting software with new permitting software before April, 2021 and not pay out a full annual fee.

## FINANCIAL IMPACT

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The current costs for GovQA is \$20,540. The contract extension has a cost of \$10,000 per 6-month term, for a total of \$20,000, a savings of \$540 if both terms are executed.

## ATTACHMENTS

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1. Resolution
2. Agreement

## RECOMMENDED MOTION

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Motion to approve a Resolution approving and ratifying a contract extension with GovQA, LLC.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2021-\_\_\_\_\_

**A Resolution Approving and Ratifying a  
Contract Extension with GOVQA, LLC**

WHEREAS, the Village of Lake in the Hills, is an Illinois home rule municipal corporation located in McHenry County, Illinois (the "Village"); and

WHEREAS, the Village has evaluated and considered the skill and experience of GOVQA, LLC, the Village and has decided to enter into a contract extension for an additional 6-month term, with an option for an additional 6-month term between the Village and GOVQA, LLC, beginning October 1, 2021 "Agreement"; and

WHEREAS, the Village President and Board of Trustees, pursuant to the Village's home rule powers and all other powers provided to it by Article VII, Section 6 of the Constitution of the State of Illinois, and all other statutory authority, have determined that entering into the Agreement with GOVQA, LLC, will serve and be in the best interests of the welfare of the Village; and

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, State of Illinois.

SECTION 1: Recitals. The facts and statements contained in the preamble to this Resolution are found to be true and correct and are hereby adopted as part of this Resolution.

SECTION 2: Approval and Ratification of Agreement. The Agreement by and between the Village and GOVQA, LLC is hereby approved and ratified in substantially the form attached to this Resolution.

SECTION 3: The Village Administrator is hereby authorized and directed to execute and attest, on behalf of the Village, the Agreement and all documentation related thereto, with recognition and ratification of the Village Administrator's signature as appears on the Agreement, dated August 2, 2021.



SECTION 4: This Resolution will be in full force and effect from and after its passage and approval as provided by law, with recognition of the execution date of the Agreement as August 2, 2021.

Passed this 26<sup>th</sup> day of August, 2021 by roll call vote as follows:

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

APPROVED THIS 26TH DAY OF AUGUST, 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published:

# GOVQA SERVICES AGREEMENT

## SCHEDULE B – Contract Term Extension Addendum

This Schedule B serves as an Addendum to the existing GovQA Services Agreement executed between GovQA, LLC (successor by conversion from WebQA Incorporated) and Lake in the Hills, IL dated September 10, 2013. The purpose of this Addendum is to extend the contract term for an additional 6 month term with an option to extend for one additional subsequent consecutive 6 month term.


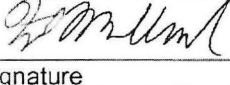

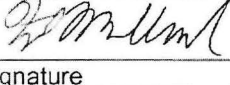
**New Contracted Term: 6 Months From: 10/01/2021 – 3/31/2022**

Software Subscription Costs				
Software License(s)	# Seats	Annual Cost	Term Months	Total Cost Per Term
GovQA Community Development Application	Unlimited	\$20,000	6	\$10,000
<b>Total</b>				<b>\$10,000</b>

Terms and Conditions	
<b>Additional Terms and Conditions</b>	No Other terms or conditions of the Agreement are changed as a result of this Addendum
<b>Billing</b>	Fees are exclusive of all taxes; complete annual service cost is billed on an annual basis in advance; and, due Net 30. All implementation fees are billed upon contract signing.
<b>Accounts Receivable</b>	Please remit all payments to: GovQA, LLC. 9014 Heritage Pkwy, Suite 308 Woodridge, IL 60517

**Acceptance of Addendum**

IN WITNESS WHEREOF, the parties have executed this Schedule B Addendum by their duly authorized officers or representatives and delivered as of the Effective Date. The effective date of this Addendum is October 1, 2021.

GovQA, LLC		Customer	
			
Signature	Date	Signature	Date
GERARD GOZUM	VP of Finance & Admin	Fred Mullard	Village Administrator
Printed Name	Title	Printed Name	Title



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** August 24, 2021

**DEPARTMENT:** Community Development

**SUBJECT:** Conditional Use for a Drive-Through Use at 251 North Randall Road

## EXECUTIVE SUMMARY

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Chris McGuire of McCON Building Corporation, requests a Conditional Use permit for operation of a Drive-Through use for a new Culver’s restaurant at 251 North Randall Road.

The subject property is currently zoned B-3 Business General and is in use as a sit-down restaurant, Woods Creek Tavern, with no drive-through. The applicant proposes a conversion and subsequent operation of a sit-down fast casual restaurant, culvers, with two drive-through lanes. A drive-through use is allowed as a Conditional Use in the B-3 District. The proposed site plan and preliminary feasibility plan show the existing restaurant structure and layout will be converted to accommodate two drive-through lanes with associated order menu signs, a single pick-up/pay window, bypass lane, and an order waiting area. The required number of parking spaces for the restaurant floor area will be maintained after installation of the proposed drive-through facilities

The Village Board approved an economic development agreement for this parcel on August 10, 2021. The Planning and Zoning Commission conducted a public hearing on August 16, 2021 for the petitioner’s request. The Commissioners voted 4-0 to recommend approval of Conditional Use for a drive-through at the August 16, 2021 meeting. There were no public comments. The approval included one condition, which is that the development of the site, building, and any other related construction shall comply with all relevant sections of the Village Zoning Ordinance in effect upon date of approval of the proposed Conditional Use.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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- |                               |                                 |                 |
|-------------------------------|---------------------------------|-----------------|
| 1. Application                | 4. Preliminary Feasibility Plan | 7. Aerial Photo |
| 2. Site Plan                  | 5. Zoning Map                   | 8. Site Photos  |
| 3. Elevation and Wall Signage | 6. Future Land Use Map          | 9. Ordinance    |

## RECOMMENDED MOTION

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Motion to approve an Ordinance allowing Drive-Through as a Conditional Use at 251 North Randall Road on Parcel 19-29-101-036 with the following condition;

1. The development of the site, building, and any other related construction shall comply with all relevant sections of the Village Zoning Ordinance in effect upon date of approval of the proposed Conditional Use.



RECEIVED

JUL 29 2021

Village of Lake in the Hills  
Community Development

## PLANNING & ZONING APPLICATION

### Property Information

Common street address: 251 N Randall Rd, Lake in the Hills, IL 60156

PIN (Property Index Number): 19-29-101-036

Current Zoning: B-3 Business-General

Proposed Zoning: B-3 Business-General

Current Use: Restaurant

Proposed Use: Restaurant with Drive-Thru

Is the request consistent with the Comprehensive Plan? Yes

Number of Acres: 1.34 **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): \_\_\_\_\_

DOC 2014R0042977 LT 5 /EX DOC 2017R0033082/ LAKE IN THE HILLS ENTERTAINMENT PARK

### Property Owner Information

Name(s): Dave Abraham

Business/Firm Name (if applicable): 251 Randall, LLC

Address: 251 N Randall Road

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

Phone Number: 847-812-7035

Email: dabraham@woodcreektavern.com

### Applicant Information

Name(s): Chris McGuire

Business/Firm Name (if applicable): McCON Building Corporation

Address: 1059 Circle Drive

City/State/Zip: Highland, WI 53543

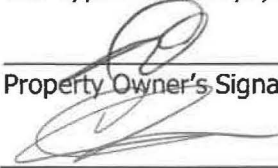
Phone Number: 608-929-7737

Email: cmcguire@mccon.net

**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	
<b>Total Fees – add column 6 (Separate Check)</b>					\$500
<b>Additional Fees</b>					
Stormwater Permit Application Fee to be paid at time of permit issuance ( <b>Separate Check</b> )					
Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required <b>Appendix B</b> = \$2,000 + \$100/acre for every acre over 5 acres ( <b>Separate Check</b> )					

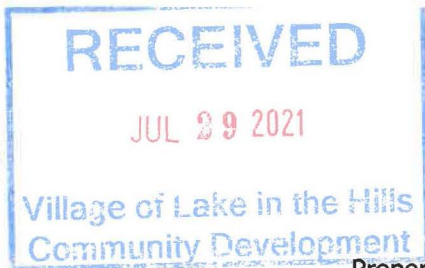
*If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$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.*


7/29/21  
 Property Owner's Signature Date *If Owner/Applicant is a School District please, fill out and submit Appendix N*

---

7/27/2021  
 Applicant's Signature Date

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



Property Address/PIN: 19-29-101-036

**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 drive-thru feature on the existing facility will provide public convenience by offering

additional services to guests with limited contact.

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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 proposed drive-thru feature on the existing facility will provide a convenient and accessible

benefit to guests without harming the rights or well being of any of our neighbors. Our order confirmation

speakers are immediately adjacent to the vehicles to control sound and our traffic patterns create a

natural flow that does not impede on the rights of our neighbors.

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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 flow and function of the site allows for intuitive operations for the guests while maintaining ample

queuing and order waiting especially with the dual order positions.

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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 drive-thru feature is harmonious with the comprehensive plan of the Village of Lake in  
the Hills and is a continuation of the neighboring uses.

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 proposed drive-thru feature has been designed to create separation from the primary pedestrian  
routes to the facility for dine in guests.

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 proposed addition of a drive-thru feature to an existing and operating restaurant will not add any  
additional burden to essential public facilities and services, and private utilities that are present on the site.

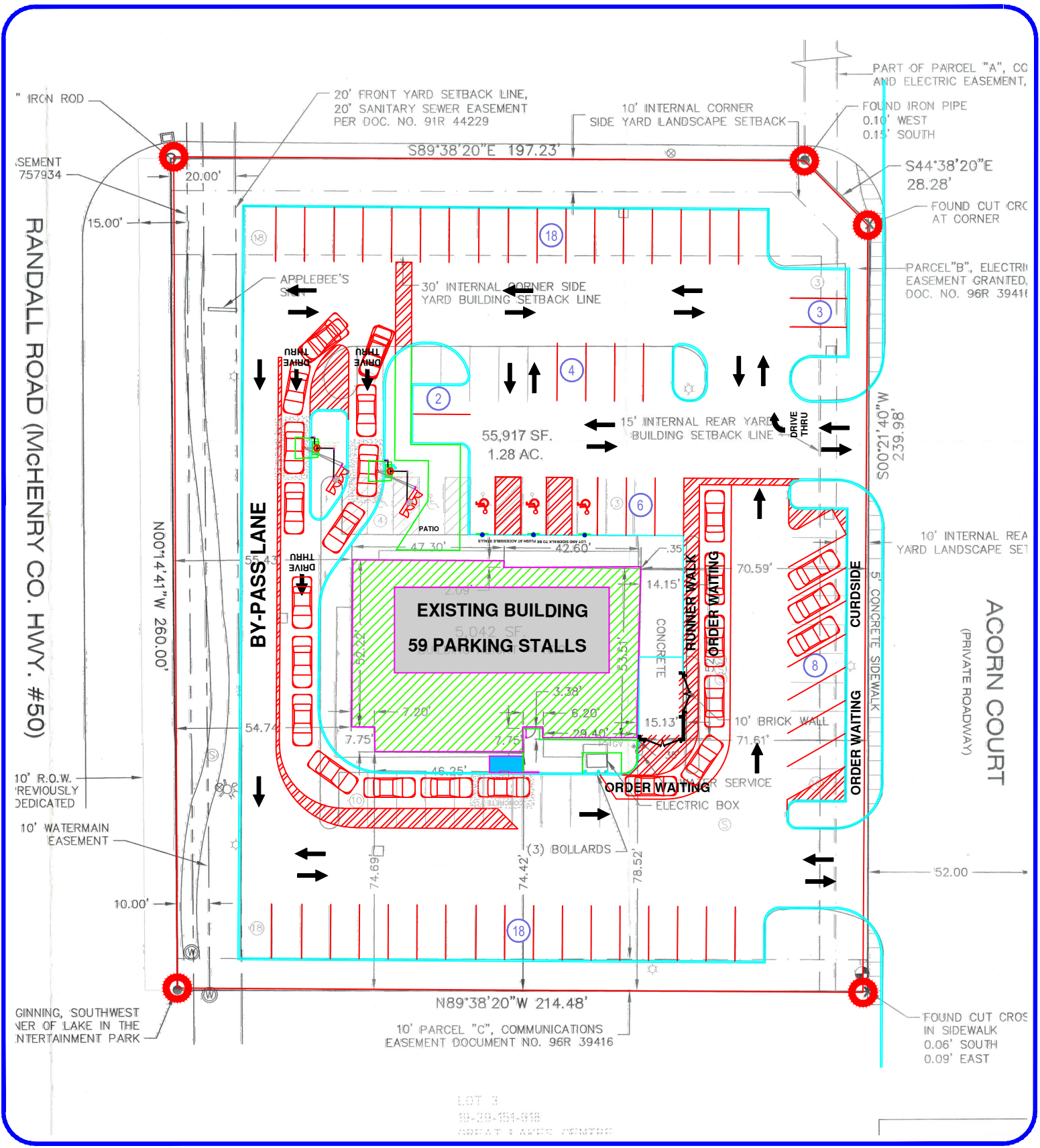
7. That the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees. **Explain how this standard is met.**

We will comply with all zoning code regulations, stipulations, and conditions for the approval of the  
conditional use for a drive-thru feature.

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

  
\_\_\_\_\_  
Property Owner's Signature      7/29/21  
Date

  
\_\_\_\_\_  
Applicant's Signature      7/27/2021  
Date



**THIS DRAWING IS CONCEPTUAL ONLY.**  
 ALL SHOWN DIMENSIONS, UTILITY EASEMENTS, LOT PROPERTY LINES, GRADING, AND SITE REQUIREMENTS PERTAINING TO THE PROPERTY SHOULD BE VERIFIED BY SURVEYOR AND/OR CIVIL ENGINEER BEFORE ACTUAL CONSTRUCTION.

**PROPOSED SITE PLAN**  
**LAKE IN THE HILLS, IL. EXISTING BUILDING SHOWN**  
**LOT AREA EXISTING**

**SCHEME: 2**  
 Drawn By: **SPH**  
**6/7/2021**



Culver's Franchising System, LLC  
 1240 Water Street  
 Prairie du Sac, WI 53578  
 608-643-7980

**LOCATED AT: 42.1788 -88.3347**



# ELEVATION WALL SIGNS

LAKE IN THE HILLS, IL

SL-45 & SL-30 Illuminated White Script Channel Letters

## SL-SERIES

- Channel letter construction
- One piece (saddle capped sections)
- LED internal illumination
- Typical application for new construction
- Embedded power supplies
- UL marked product
- No install pattern needed, level line scribed in back of sign

MAIN ELEVATION  
SL-45, LL-X

FRONT ELEVATION  
SL-45, LL-X

DRIVE THRU ELEVATION  
SL-30, LL-X, BB-1

NOT FOR  
PRELIMINARY  
CONSTRUCTION

REAR ELEVATION  
SL-30



SCALE: 1/16" = 1'

\*SCALE AND COLORS NOT REPRESENTATIVE FROM EMAIL ATTACHMENTS  
\*ALL MEASUREMENTS ARE APPROXIMATE

### SIGN SQUARE FOOTAGE

MAIN ELEVATION: QTY-1 SL-45 (56.00" X 120.00") = 46.67 SF  
 FRONT ELEVATION: QTY-1 SL-45 (56.00" X 120.00") = 46.67 SF  
 REAR ELEVATION: QTY-1 SL-30 (44.37" X 94.50") = 29.12 SF  
 DRIVE THRU ELEVATION: QTY-1 SL-30 (44.37" X 94.50") = 29.12 SF  
 QTY-1 BB-1 (17.67" X 27.88") = 3.42 SF

### NOTES

LL-X LED accent strip lighting typical placements:  
 MAIN: (1) place - FRONT: (1) Place - REAR: 01,  
 DRIVE THRU: (1) places  
 BB-1 typical Drive-Thru placement: DRIVE THRU

MFG: T.B.D.      MFG: T.B.D.  
 STYLE: T.B.D.    STYLE: T.B.D.  
 COLOR: T.B.D.    COLOR: T.B.D.

### DATE CREATED / REVISION HISTORY

6/15/21 - NEW  
 8/13/21 - UPDATED w/ NEW ELEVATIONS

SALES PERSON: MARK WESSELL  
 DESIGNED BY: C WALKER  
 A0: 31669

FILE PATH: T:\Cyrus\Doc\Order\31669

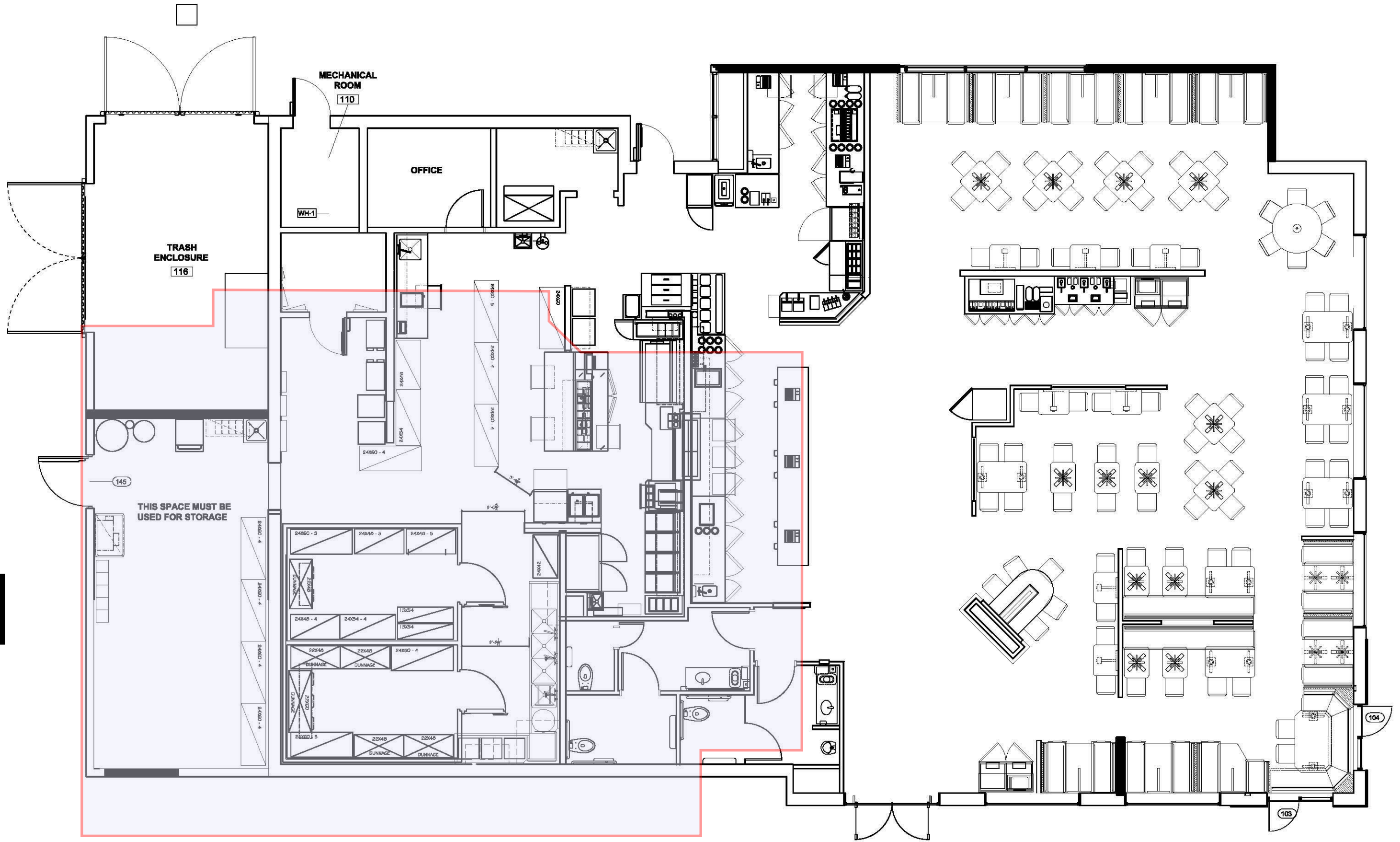
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This is an artistic rendition and final colors / sizes may vary from that depicted herein.

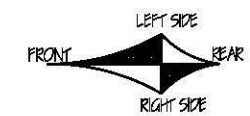


 **SPRINGFIELD SIGN**  
 www.springfieldsign.com



**PRELIMINARY FEASIBILITY PLAN- CULVER'S OF LAKE IN THE HILLS, IL**

SCALE: 1/4" = 1'-0"

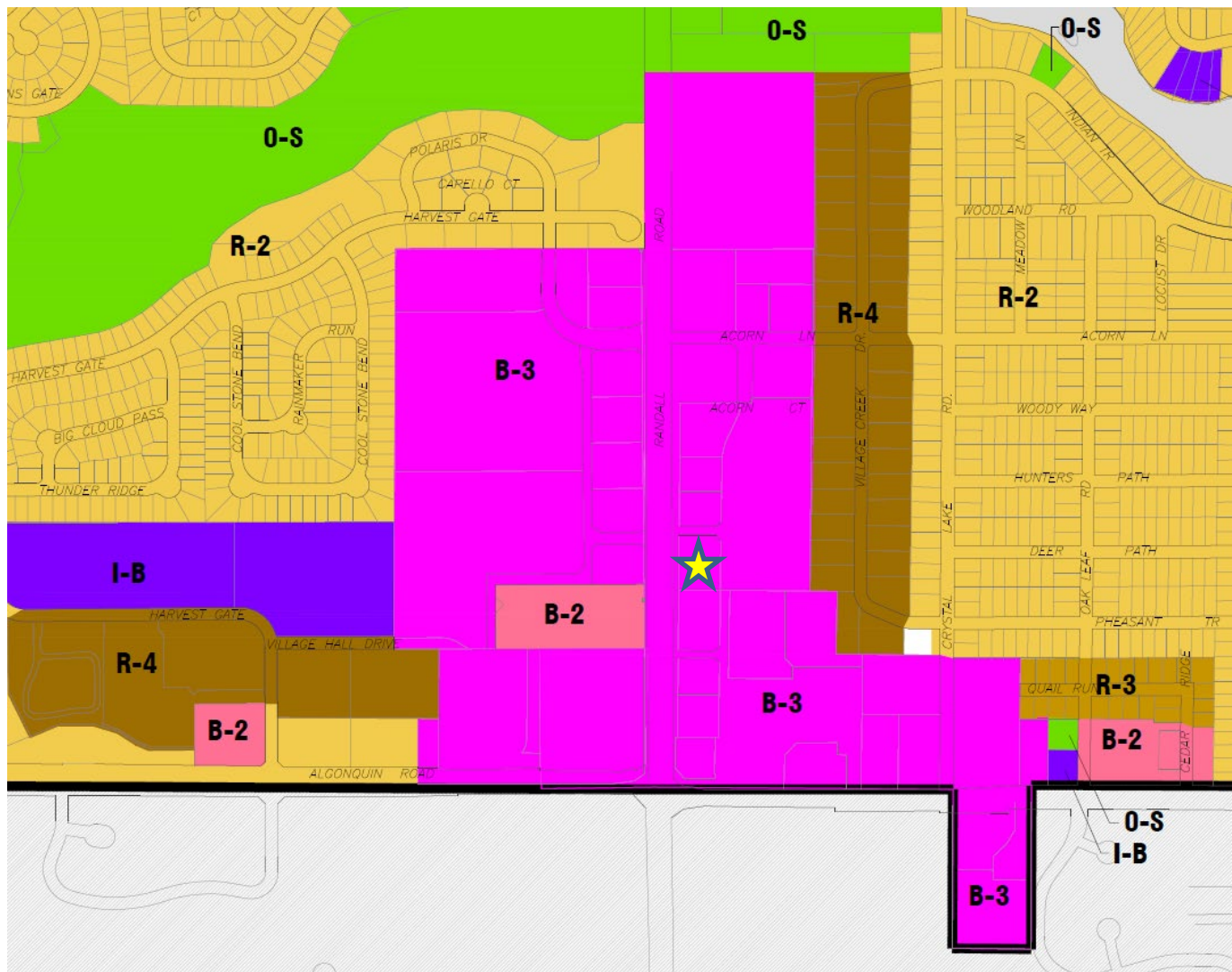


# Conditional Use request for 251 North Randall Road For Drive-Through Use

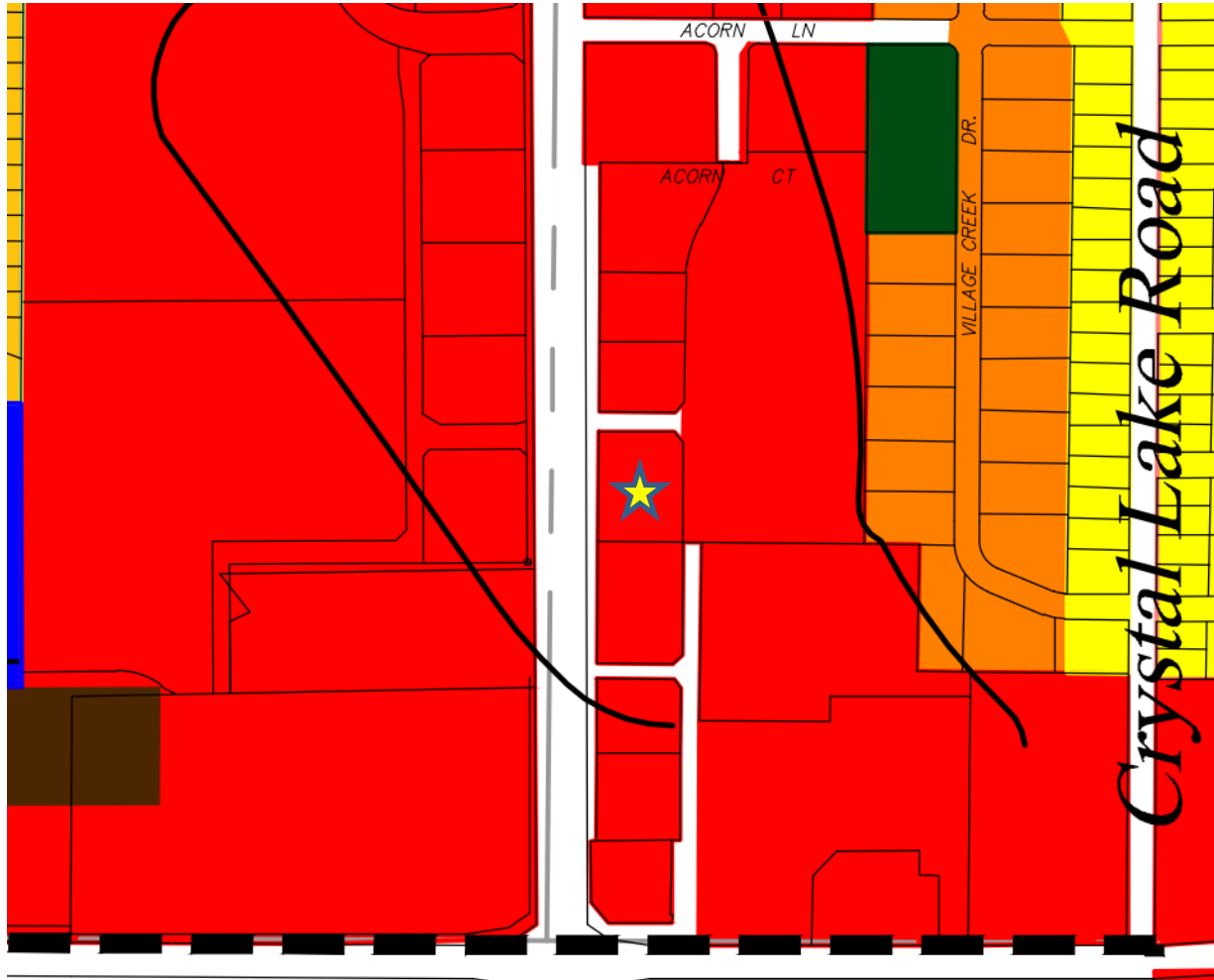






## EXHIBITS

### 5. ZONING MAP

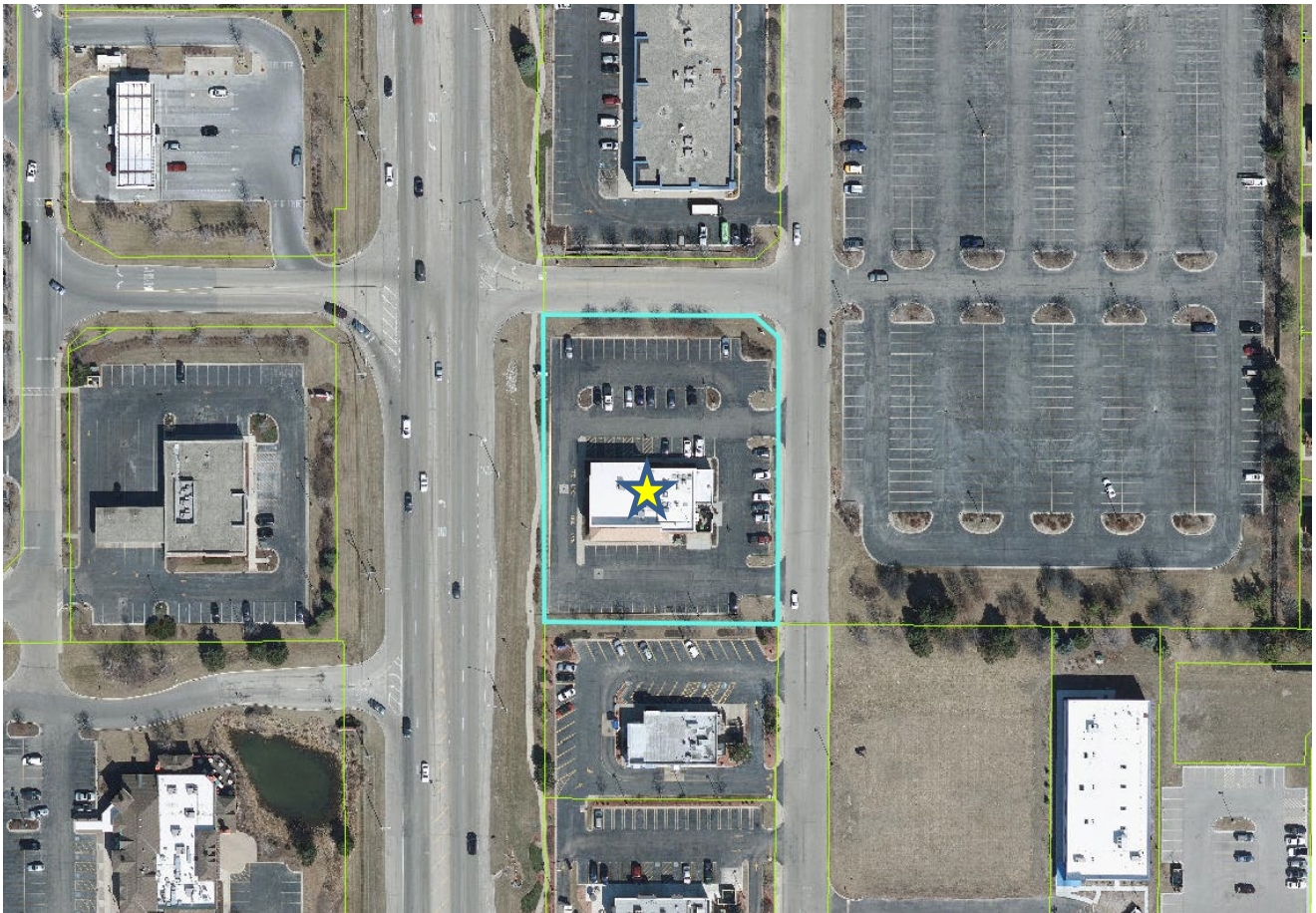


6. FUTURE LAND USE MAP



-  Commercial
-  Municipal/Government
-  Institutional
-  Manufacturing/Industrial

## 7. AERIAL PHOTO



## 8. SITE PHOTOS



View of building from Randall Road looking South-East



View of building from Randall Road looking North-West

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021 - \_\_\_\_

**An Ordinance Granting a Conditional Use for a Drive-Through Use  
at 251 North Randall Road on Parcel 19-29-101-036**

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

WHEREAS, Chris McGuire, applicant, petitioned the Village of Lake in the Hills requesting a Conditional Use for Drive-Through Use at 251 North Randall Road; and

WHEREAS, a public hearing was held by the Village of Lake in the Hills Planning and Zoning Commission, after due notice in the manner provided by law; 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 believe that approving the special use as provided herein is in the interest of public safety and the financial welfare of the Village and its residents; 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 finding and recommendation of the Planning and Zoning Commission on the question of granting a Conditional Use for Drive-Through Use at 251 North Randall Road, on Parcel 19-29-101-036 is hereby accepted.

SECTION 3: Approval of the Conditional Use for a Drive-Through, is hereby granted on the subject property. All plans shall comply with Village ordinances.

SECTION 4: Condition. The approval granted in this Ordinance is granted expressly and specifically subject to the following condition:

1. The development of the site, building, and any other related construction shall comply with all relevant sections of the Village's Zoning Ordinance in effect upon date of approval of the proposed Conditional Use.

SECTION 5: 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 6: 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 7: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 8: 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 26th day of August, 2021 by roll call vote as follows:

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

APPROVED THIS 26TH DAY OF AUGUST, 2021

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)  
ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_