



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

FEBRUARY 22, 2022
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Village Support Request for the 2022 Lake in the Hills Rockin' Rotary Ribfest
 2. Informational Item concerning the Mayor's Monarch Pledge
 3. Ordinance Authorizing the Disposal of Surplus Property
 4. Award of Contract for the Purchase for Microsoft Office 2021 Licensing
 - B. Police
 1. Informational Item concerning the Status of Strategic Plan – Goal: Improve Police Facilities to meet current Requirements and Anticipated needs
 - C. Community Development
 1. Ordinance Granting Zoning Text Amendments to Section 3, Definitions, and Section 17, Home Occupations
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 - Mayor's Monarch Pledge (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

MEETING DATE: February 22, 2022

DEPARTMENT: Administration

SUBJECT: Village Support Request for the 2022 Lake in the Hills Rockin' Rotary Ribfest

EXECUTIVE SUMMARY

The Rotary Rockin' Ribfest is the signature fundraising event for the Lake in the Hills Rotary Club and is a family-oriented event that features nationally renowned professional rib vendors, live entertainment and a carnival. The proposed dates for the 2022 festival are Thursday, July 7 through Sunday, July 10. Consistent with previous annual requests, the Club is requesting to hold the Rockin' Ribfest at Sunset Park with the flexibility to work with staff to select an ideal layout from previous designs or variations thereof. Furthermore, to successfully host an event of this size and scale, the Club requires the support of Village Public Works and Police staff and exemptions from the Village Code. Included with this item is a letter from the Rotary's festival committee defining this need. In addition, the request contains details of the Rotary Club's reinvestment into Lake in the Hills and surrounding local communities.

The Club is requesting support and the waiver of various requirements for 2022:

- All Police and Public Works staff regular hourly rates associated with the event (overtime is excluded)
- Equipment use charges
- Fees associated with the installation and dismantling of fencing, parking lot rope and water connection
- Deposit and rental fee for Sunset Park
- Liquor License fee
- License or permit fees associated with the carnival
- Section 43.09, Noise, of the Municipal Code to allow announcements and to play music until 11:00 p.m. on Thursday, July 7, through Saturday, July 10, 2022
- Sign regulations to allow for temporary signs, within the Village boundaries, advertising the event from June 7 through July 12, 2022 at the following intersections:
 - Randall Road at Algonquin Road, Acorn Lane, Polaris Drive, and Miller Road
 - Algonquin Road at Pyott Road, Hilltop Drive, Crystal Lake Road, Harvest Gate, Square Barn Road, and Lakewood Road
 - Ackman Road at Haligus Road and IL Route 47
 - Miller Road at Lakewood Road
 - Pyott Road at Rakow Road
 - Virginia Road at IL Route 31

The Club is offering to reimburse the Village for the overtime labor for Police and Public Works employees on an as-needed basis and reimbursement of diesel fuel costs.

It is anticipated that members of the Club will be present at the Committee of the Whole meeting to share a presentation as well as address any questions of the Village Board.

FINANCIAL IMPACT

The following is a summary of the financial impact of the event in 2021:

- Police Department - \$19,214.30 in overtime wages
- Public Works Department - \$4,588.46 in overtime wages and \$1,958.20 in diesel fuel costs
- As a point of information, the non-reimbursable straight-time in 2021 was \$4,250.00
- As a point of information, the estimated value of the fees and permits would be \$575.00

ATTACHMENTS

1. The Lake in the Hills Rotary Club Request Letter

RECOMMENDED MOTION

Motion to approve Village support and waivers as described in the January 28, 2022 letter from the Lake in the Hills Rotary Club.



January 28, 2022

Lake in the Hills Rotary Club
PO Box 7386
Algonquin, IL 60102

Re: Village Support Request for 2022 Rotary Rockin' RibFest

Dear Village President Mr. Ray Bogdanowski and Village Trustees;

On behalf of the Lake in the Hills Rotary Club, thank you and the Village for your previous and continuing generous support of Lake in the Hills Rotary Rockin' RibFest events. The support from the Village of Lake in the Hills enables the Lake in the Hills Rotary Club to invest back into the community by gifting to local service projects and assisting local service groups serve their constituents. We also donate to other organizations in McHenry County as well as international service projects.

In 2022, the 16th annual Rotary Rockin' RibFest event will be held from Thursday July 7th through Sunday July 10th.

In continued efforts to maintain overhead and maximize ability to financially support community needs and projects, we are grateful for the continuing generous sponsorship from many local area businesses and the support of the Village of Lake in the Hills.

To put on an event of such scale requires a great deal of labor; provided primarily by volunteers, home owners/families from our community as well as other local service organizations but most importantly the Village of Lake in Hills Public Works unit using a fee consistent with its standard fees scale. Our Club continuously reviews event operations and efficiencies to minimize the assistance we need from the Village. Changes throughout the years have been made resulting in a smoother operation.

The Lake in the Hills Rotary Club would like to formally request the assistance of the Village of Lake in the Hills, as in previous years, consider waiving the following:

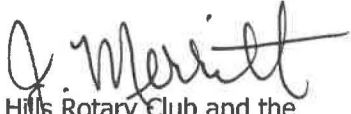
- Waiver of liquor license fee
- Waiver of the deposit and rental fee for Sunset Park
- Waiver of any equipment use charges
- Waiver of all the Public Works fees associated with the installation of and dismantling of more limited fencing needs than in the past, parking lot rope and water hook up
- Waiver of regular hourly fees associated with the event. The Rotary Club of Lake in the Hills is however prepared to pay for overtime labor on an as needed basis, mirroring what we did in the past regarding both the Village Police and Public Works Department
- We also plan to have a carnival, which would be contracted with Windy City Amusements, and we requesting that any fees associated with that portion of our event also be waived

We would also request permission to place banner and other smaller signs at select locations noted below to advertise the Fest as we have in the past:

Algonquin & Randall, Acorn & Randall, Miller & Randall
Miller & Lakewood, Lakewood & Algonquin, Square Barn & Algonquin
Pyott & Rakow, Crystal Lake & Algonquin, Pyott & Algonquin,
Virginia & Route 31, Hilltop & Algonquin, Polaris & Randall,
Harvest Gate & Algonquin, Ackman & Haligus, Route 47 & Ackman

It is our understanding that a new application process is being designed with the intention of implementation for this year's Ribfest. It is also our understanding that with this implementation we will have a clear timeline so that expectations from both organizations will easily be met. We anticipate having open dialog with all those involved in making this the best year ever!

Sincerely,



Lake in the Hills Rotary Club and the
Rockin' Ribfest Committee

Attached are some of the contributions and work Rockin' Ribfest allows the Lake in the Hills Rotary Club to support. We like to provide this for anybody who may not be familiar with how the funds are disbursed. These included projects that were completed since the inception of this event over 16 years ago.

LOCAL

Annual High School Scholarships

Literacy Projects

- *Algonquin Area Public Library

- *Conley School/Battle of the Books

Thanksgiving Food Baskets (Multi-year)

Veterans Projects

- *Take a Vet to the Cubs game

- *LITH Veteran's Memorial(multi-year)

- *Warriors Mind

- *Continued support of TLS

Pioneer Center(multi-year)

Phil's Friends Cancer Organization (multi-year)

Jacobs School Food Pantry

Emergency/Disaster Relief

- *Washington, IL

- *Fairfield, IL

- *Quito, Ecuador

- *Hurricane Sandy

- *Typhoon Haiyan Philippines

- *Gatlinburg, TN

- *Marengo, IL

Crop Walk

Operation Warm(multi-year)

Village of LITH Festival of Trees(multi-year)

Sleep Out for Shelter(multi-year)

PADS(multi-year)

PADS Bed Sponsorship

Algonquin/LITH Food Pantry(multi-year)

*shed purchased and built

*pavilion purchased and built

Grafton Township Food Pantry

Northern IL Food Bank/Mobile Food Truck(multi-year)

Established a Food Bank at Jacobs HS - On Eagles Wings

Red Run

LITH Sunset Festival(multi-year)

Big Brothers Big Sisters

Algonquin/LITH Chamber of Commerce

LITH Youth Athletic Assoc.

Rotary Youth Leadership Awards(multi-year)

LITH Historical Society

Living Waters Church

*youth group work camp, Hasting, MI

*trees for tomorrow Eagle River, WI

Oak Ridge School speaker program

Main Stay Therapeutic Farm

Lake in the Hills Elementary School

Built the community's First Pollinator Garden

Hoof, Woof and Meow

On Angels' Wings

Bark of an Angel

CLUB MAJOR SUPPORT AWARDS/\$2000 grants

TLS Veterans

NAMI of McHenry County

Turning Point

Senior Care Volunteer Network

Maine in Heaven

Options & Advocacy for McHenry County

Gigi's Playhouse

INTERNATIONAL

Hands-on support:

Ak Tenamit School Livingston, Guatemala(multi-year)

- *Aquaponics

- *Academic training for Aquaponics

- *Library construction(District level partnership)

- *women's covered deck gathering space(District level partnership)

Small villages/rural Guatemala (District level partnership)

- *installed stoves with improved venting

Sumpagno, Guatemala (District level partnership)

- *built community library

Cusco, Peru

small Andean village school

- *built greenhouse

- *repaired concrete worm beds

- *repaired interior roof

school for disadvantaged girls

- *mural painting

- *misc. repairs around facility

Ccorca, Peru

Women and Children Wellness Center

- *foundation for adobe building

- *materials for project

Kampala, Uganda

Built 6 self-sustaining aquaponic units for a school in the hills of M'pigi.

Antigua, Guatemala

School at the foothills of El Fuego Volcano

- *re-painted the entire interior of building

- *tiled two classrooms

- *installed new lighting and fans for the classrooms that needed it

- *purchased and installed new playground equipment

Monetary support for District projects:

Kenyan water well

Soy Cow project in Guatemala

Pennies to Peru

Guatemala digital x-ray project

Shelter boxes for Philippines

Monetary support for Rotary International projects:

End Polio Now project



INFORMATIONAL MEMORANDUM

MEETING DATE: February 22, 2022
DEPARTMENT: Administration
SUBJECT: Mayor's Monarch Pledge

EXECUTIVE SUMMARY

The McHenry County Defenders recently raised awareness of the National Wildlife Federation's Mayor's Monarch Pledge, which was created to rally community support for the plight of the monarch butterfly. The monarch butterfly is an iconic North American species whose population is in decline due to environmental pressures, especially the removal of native milkweed, which monarch larva need in order to develop into full grown butterflies.

The pledge, which must be initiated by the Mayor or Village President, demonstrates the Village's commitment to creating a habitat and educating citizens about how they can make a difference at home. In order to fully satisfy the pledge, each year, the Village must commit to at least three action items from a list of thirty. These items range from low to high intensity; from simple communications and outreach to planting milkweed or pollinator gardens to integration of the initiative into Village Ordinances.

At the request of President Bogdanowski, staff has reviewed the list of possible commitments for 2022 and is prepared to commit to the following three action items:

- 1) Issue a proclamation to raise awareness about the decline of the monarch butterfly and the species' need for habitat. (Planned for Thursday, February 24)
- 2) Launch or maintain a public communication effort to encourage residents to plant monarch gardens at their homes or in their neighborhoods.
- 3) Plant or maintain a monarch and pollinator friendly demonstration garden at Village Hall or another prominent community location.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: February 2, 2022

DEPARTMENT: Administration

SUBJECT: Ordinance Authorizing the Disposal of Surplus Property

EXECUTIVE SUMMARY

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

FINANCIAL IMPACT

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

ATTACHMENTS

1. Proposed Ordinance
2. Exhibit A

RECOMMENDED MOTION

Motion to adopt the ordinance declaring Village property as surplus.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022- _____

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

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions to provide for the protection of the public safety and welfare of the Village and it's residents, as granted in the Constitution of the State of Illinois; and

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

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

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

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

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

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

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

Passed this 22nd day of February 2022 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 22ND DAY OF FEBRUARY, 2021






Village President, Ray Bogdanowski

(SEAL)






ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____





Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
1	96" Bonnell Tailgate Salt Spreader Part of Retired #34	1	N/A	N/A	96" spreader	Serviceable	\$ 1,000	Auction	
2	2020 Echo Gas Powered Telescoping Pole Saw	1	Echo PPT-2620	N/A	E604115025000	Serviceable	\$ 100	Auction	
3	2016 Stihl Chainsaw with 20" bar	1	Stihl MS261C	N/A	141-791-1030-A	Serviceable	\$ 100	Auction	
4	2014 Honda Hydro Drive Track Snowblower	1	Honda HS1332	N/A	SAWJ-5002556	Serviceable	\$ 500	Auction	
5	Elgin Whirlwind Sweeper <i>2007 Elgin Whirlwind Sweeper with automatic transmission, 64,958 Miles. The main motor has 8,961 hours and auxillary motor has 5,913 hours. The 15 year old sweeper is showing signs of wear. The impeller has been repaired several times, the hopper is in poor condition and has been repaired. Over the last four years \$64,119 has been spent on maintenance and the Vehicle Replacement Rating is 23.84. The vehicle is budgeted for replacement in FY22.</i>	1	#91 2007 Elgin Whirlwind	2007000027	49HAADB37DX61656	Serviceable	\$ 15,000	Auction	





Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
6	<p><u>2004 Ford Ranger Super Cab</u> 4x4 1/2 ton truck, gas engine, 4-wheel drive, and Automatic transmission. 122,729 Miles. Vehicle has rocker and under carriage rust, but otherwise is in fair condition with age appropriate wear. The Vehicle Replacement Rating is 18.52. It was budgeted for replacement in FY22.</p>	1	#76 2004 Ford Ranger 4x4	N/A	1FTZR15E04PB02032	Serviceable	\$ 5,000	Auction	
7	<p><u>Stacking Chairs</u> The chairs are from the Hain house and have served the village well, but have been updated. These chairs are in fair condition with normal signs of wear and include the carts for moving.</p>	95		N/A	N/A	Serviceable	\$ 100	Auction	
8	<p><u>Lighting</u> After 19 years at Well 15, these 25 Vapor tight lights are being upgraded to LED lights.</p>	25	2003	N/A	N/A	Serviceable	\$ 100	Auction	
9	<p><u>2007 Ford Ranger 4x2</u> 3.0-litre gas engine with automatic transmission. Vehicle has 66,000 miles, but maintenance needs are increasing due to its age. Ford has discontinued making these smaller trucks and part replacements are extremely difficult. The Village waited 8 months for a replacement rear end. Truck is in overall good condition with age appropriate wear.</p>	1	2007 Ford Ranger (87)		VIN#: 1FTYR14U97PA80170	Serviceable	\$ 5,000	Auction	
10	<p><u>HP Laser Printer</u> At 17 years old, this HP 4350 Laser Printer is no longer functional and will be recycled.</p>	1	2005 HP 4350	00902	Serial # CNBXC18670	Unserviceable	\$ -	Recycle	





Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
11	<p>HVAC Carrier - 1</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s2502f61534	Unserviceable	\$ -	Disposal	
12	<p>HVAC Carrier - 2</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s3602f77539	Unserviceable	\$ -	Disposal	
13	<p>HVAC Carrier - 3</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s2602g40594	Unserviceable	\$ -	Disposal	
14	<p>HVAC Carrier - 4</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s2602g40253	Unserviceable	\$ -	Disposal	

Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
15	<p>HVAC Carrier - 5</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s2602g20651	Unserviceable	\$ -	Disposal	
16	<p>HVAC Carrier - 6</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s2602g40254	Unserviceable	\$ -	Disposal	
17	<p>HVAC Carrier - 7</p> <p>The Village Hall HVAC system is budgeted for replacement in 2022 out of the ARPA Fund. The 2001 Carrier roof top unit has reached its end of life. In addition, it has R-22 gases which cause higher maintenance costs and are being phased out as of 2010 and will only rely on recycled gases and will no longer be in production. These gases will be reclaimed per EPA standards as part of the replacement process.</p>	1	2001		s1405g20712	Unserviceable	\$ -	Disposal	
18	<p>Plote Field Lighting</p> <p>Village has the opportunity to upgrade the 26 year old lighting to LED through grant funding. The project was included in the 2022 budget within the Capital Improvement Fund.</p>	80	1996	26		Unserviceable	\$ -	Disposal	

Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
19	<p><u>Sunset Park Swing Sets</u> Swing sets have passed their lifespan and are budgeted for replacement in 2022. The rest of the playground equipment was replaced in 2019.</p>	2	1998			Unserviceable	\$ -	Disposal	
20	<p><u>Normandy Park Swing Set</u> Swing sets have passed their lifespan and are budgeted for replacement in 2022. The rest of the playground equipment was replaced in 2019.</p>	2	2002			Unserviceable	\$ -	Disposal	
21	<p><u>Lynn Dillow Playground</u> The playground, which will reach 23 years of service in 2022, is budgeted for replacement. The equipment is in poor condition and shows visible signs of vandalism where graffiti and gouging of the surfaces cannot be repaired or entirely removed.</p>	1	2000			Unserviceable	\$ -	Disposal	 



REQUEST FOR BOARD ACTION

MEETING DATE: February 22, 2022

DEPARTMENT: Administration

SUBJECT: Award of Contract for the Purchase of Microsoft Office 2021 Licensing

EXECUTIVE SUMMARY

Staff is seeking the Board's approval to award the purchase of the Microsoft Office 2021 Licensing to CDW Government LLC in the amount of \$28,042.85.

The Village currently has 43 PC's running Office 2010, 24 PC's running Office 2016 and 38 PC's running Office 2019. Office 2010 and 2016 have reached their end of life support from Microsoft. This means that there are no more functional updates or security patches being developed by Microsoft. The Village seeks to purchase 67 licenses of the Microsoft Office 2021 Suite for installation on those computers currently running Office 2010 and 2016. This will help increase security and uniformity throughout the Village, while also improving productivity and staff training.

The Village issued a Request for Proposal for 67 Microsoft Office 2021 licenses, with the bid opening on February 15, 2022 at 11:00 a.m. There were a total of five responses received ranging from a high of \$36,436.61 to a low of \$9,503.28 by NobleTec LLC. After further review of the responses summarized in Exhibit A, staff found that NobleTec LLC mistakenly quoted for an incorrect Microsoft SKU used specifically for charitable organizations. Since the Village would not be eligible for this discounted rate, NobleTec LLC would not be able to honor the bid amount. Staff is recommending the Village accept the next lowest bid from CDW Government LLC in the amount of \$28,042.85. A detailed summary of this quote has been attached as Exhibit B.

FINANCIAL IMPACT

Microsoft's per license fee had not changed in many years and was \$400 per license from any vendor. As such, the Village budgeted for 67 licenses at \$400 per license for a total of \$26,800. When Microsoft released Office 2021 in October of 2021, they also changed their licensing model to allow for competitive pricing across vendors. CDWG provided the lowest responsive and responsible bid for 67 licenses at \$418.55 per license for a total of \$28,042.85. This exceeds the budgeted amount by \$1,242.85.

ATTACHMENTS

1. Exhibit A - Bid Opening Minutes
2. Exhibit B - CDW-G bid packet for Microsoft Office 2021 Licensing

RECOMMENDED MOTION

Motion to award a contract for the purchase of the Microsoft Office 2021 Licensing to CDW Government, LLC in the amount of \$28,042.85.

Lake in the Hills Administration Department

MEMORANDUM

To: Fred Mullard, Village Administrator
From: Joe Neilon, IT Manager
Date: February 22, 2022
Subject: RFP Results – Microsoft Office 2021 Licensing

The RFP opening for the Microsoft Office 2021 Licensing was held at the Village Hall located at 600 Harvest Gate, Lake in the Hills, IL, on February 15, 2022 at 11:00 a.m. Those present were Joe Neilon, IT Manager, Shannon Andrews, Assistant Village Administrator, and Nancy Sujet, Administrative Specialist. Beginning at 11:03 a.m., Joe Neilon opened and read aloud the following RFP submittals:

Company Name	Unit Price	Total Bid Amount
EC-United	\$539.50	\$36,146.50
CDW-G	\$418.55	\$28,042.85
vPrime Tech	\$534.37	\$35,802.79
NobleTec LLC	\$141.84	\$9,503.28
Databit Inc.	\$543.83	\$36,436.61

The RFP opening was concluded at 11:08 AM.

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.

Village of Lake in the Hills

Microsoft Office 2021 Licensing

2/15/2022



© CDW Government LLC 2022 | 230 N. Milwaukee Ave. | Vernon Hills, IL 60061

To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal (“RFP”) furnished by Village of Lake in the Hills are the Proprietary and Confidential property of CDW Government LLC (“CDW•G”).

2/15/2022

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



One CDW Way
230 N. Milwaukee Avenue
Vernon Hills, IL 60061
P: 847.371.5800
F: 847.465.6800
Toll-free: 800.808.4239
cdwg.com/PeopleWhoGetIT

RE: CDW Government LLC's Response to Village of Lake in the Hills' Microsoft Office 2021 Licensing Request for Proposal

Dear Joe Neilon,

CDW•G understands the objective of the RFP is for The Village of Lake in the Hills to identify a reliable and experienced supplier partner capable of managing your software solution. Our response demonstrates CDW•G's ability to contribute to the overall success of this initiative. Specific advantages of partnering with us include:

- **Benefit 1.** CDW•G's Gold Certified Partnership status with Microsoft facilitates timely road mapping and other requests for information.
- **Benefit 2.** Extensive customized configuration services ensures products arrive at your locations ready to plug and play, maximizing your staff's productivity.
- **Benefit 3.** Highly trained and experienced account team, including a dedicated account manager is responsible for coordinating all of your needs and ensuring customer satisfaction.
- **Benefit 4.** Valuable presales consulting expertise assists with developing solutions that provide robust functionality, efficiencies, and cost savings.

As always, we consistently strive to exceed your expectations. Should you have any questions regarding our response, please contact your account manager, Kristen Meyer, at (866) 809-9889, or via email at krismey@cdwg.com. We thank you for the opportunity to participate in this RFP process and are confident you will find our response advantageous from both a strategic and budgetary standpoint.

Sincerely,

 *
A handwritten signature in blue ink that reads "Kaitlin Clark".

Kaitlin Clark
Manager, Proposals
CDW Government LLC

*Except with respect to the product specifications, quantities and prices included in this response, the terms and conditions found at <http://www.cdwg.com/content/terms-conditions/product-sales.asp> apply to this submission unless the parties otherwise agree in a separate writing. For more information or to initiate an agreement with Seller, please contact: Stephanie Santander stephanie.santander@cdw.com.

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To the extent allowable, all information and documents hereby submitted in response to the Request for Proposal ("RFP") furnished by Village of Lake in the Hills are the Proprietary and Confidential property of CDW Government LLC ("CDW•G").



VILLAGE OF LAKE IN THE HILLS
REQUEST FOR PROPOSAL

Microsoft Office 2021 Licensing

Proposal Opening Time and Date: Tuesday, February 15, 2022 at 11:00 a.m.

Is there a Pre-Proposal Meeting? Yes No
Is Attendance at the Meeting Mandatory? Yes No

Date and Time of Meeting: N/A

SUBMISSION REQUIREMENTS:

Prevailing Wage: Yes No

Bond Requirements:

Performance Bond Yes No
Labor & Mat. Payment Bond Yes No
Maintenance Bond Yes No
Bid Deposit/Bid Bond Yes No

Insurance Requirements:

Commercial General Liability Yes No
Worker's Comp/Employers Liability Yes No
Business Auto Liability Yes No
Builder's Risk Insurance Yes No
Owner's Protective Liability Yes No
Professional Liability Yes No
Environmental/Pollution Liability Yes No

PLEASE MARK THE EXTERIOR OF THE RETURN SEALED ENVELOPE WITH:

- 1. Proposal Opening Date and Time / Tuesday, February 15 2022, at 11:00 a.m.
- 2. Title of Job / Microsoft Office 2021 Licensing

RETURN BIDS TO:

Village of Lake in the Hills
Attn: Joe Neilon, IT Manager
600 Harvest Gate
Lake in the Hills, IL 60156

NOTIFICATIONS:

All Official notifications or questions about this RFP shall be made through the Village's website at <https://bids.lith.org>.

SUBMISSIONS BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED

This RFP can be downloaded from the Village's website at <https://bids.lith.org>.

A. DEFINITIONS

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

Bidder: The person, firm, or corporation submitting a bid.

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

B. REQUEST FOR PROPOSAL

The Village, acting under its statutory home-rule powers, is seeking proposals for the aforementioned project, product or service. The Bidder shall be responsible for performing all work as outlined in the specifications herein and shall provide and furnish all labor, materials, equipment and supplies, vehicles, and transportation services required to perform and complete the required work or service in strict accordance with the RFP document. The Bidder desiring to furnish a bid for such services shall submit a sealed proposal in accordance with the specifications outlined herein.

C. INVESTIGATION BY PROSPECTIVE BIDDERS

It shall be the responsibility of the Bidder to thoroughly read and understand the information, instructions, specifications, and requirements. The Village will assume the submission of the bid means the Bidder has familiarized itself with all conditions, requirements and specifications, and intends to comply with them unless specifically noted otherwise in writing. Failure to do so is at the Bidder's own risk.

D. MINIMUM SPECIFICATIONS

The specifications included in this package describe the services which the Village feels are necessary to meet its performance requirements and shall be considered the minimum standards expected of the Bidder. The specifications are not intended to exclude potential Bidders, and alternatives to these specifications may be indicated if the proposed alternatives are equal to or greater than what is required by these specifications. All alternatives shall be separately listed, and a justification shall be stated for each alternative. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed alternatives.

If the Bidder is unable to meet any of the specifications as outlined therein, it shall also separately list all requested deviations from the specifications, with justifications attached for each deviation. The Bidder shall use Appendix 1, Schedule of Alternatives and Deviations, for listing proposed deviations.

If the Bidder does not indicate alternatives to or deviations from the specifications, the Village shall assume it is able to fully comply with these specifications. The Village reserves the right to determine the acceptability of any and all alternatives or deviations, and to negotiate the effects and costs of such alternatives and deviations prior to reaching a decision regarding the award of the contract. The Village shall also be the sole and final judge as to whether any alternative or deviation is of an equivalent or better quality of service.

The Village further reserves the right to change or clarify bid specifications during the bidding process and to disseminate to all bidders notice of all adjustments.

E. PRICING, TAXES, AND FEES

Unit prices shall be shown as applicable for each unit on which there is a bid, and shall include all packing, crating, handling, freight, shipping and delivery charges, as well as the cost of unloading at the destination unless otherwise stated in the specification. The specifications shall indicate the appropriate delivery address.

If an error is made in extending total prices in a bid when a bid consists of both unit prices and totals, the unit bid price will govern. Otherwise, the Bidder is not relieved from errors in bid preparation.

Prices shall not include any local, state, or federal taxes. The Village is exempt by law from paying state retailer's and service occupation taxes, federal excise taxes and similar taxes. The Village will supply the successful Bidder with its tax exemption number.

Cash discounts shall not be considered in determining the overall price in the bid, but may be used in an overall evaluation.

The Bidder shall be responsible for obtaining all licenses and permits necessary for the successful performance of the contract. The Bidder shall also pay all federal, state, and local taxes, including sales tax, social security, workers compensation, unemployment insurance and any other tax which may be chargeable against labor, material, equipment, or real estate.

The Bidder shall be solely liable for all fines and penalties imposed by the Village or any other governmental agency resulting from the Bidder's performance or its failure to perform its duties and obligations under the contract.

F. COMPETENCY OF BIDDERS

The opening and reading or posing of bids shall not be construed as acceptance by the Village of the Bidders as being qualified, responsible candidates. The Village reserves the right to determine the competence and financial and operational capacity of any Bidder. Upon request of the Village, the Bidder shall furnish evidence as may be required by the Village to evaluate its ability and resources to accomplish the services or furnish the project required by the specifications. The Village shall unequivocally be the sole and final judge of such competency, and its decision shall be final and shall not be subject to recourse by any person, firm, or corporation.

G. PROPER COMPLETION OF BID DOCUMENTS

Bid documents must be signed by an officer or employee of the Bidder 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 a bid, 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 bids shall be accompanied by a completed Bid Certification Form, which is attached as Appendix 2.

H. PROPOSAL DELIVERY REQUIREMENTS

Proposals received prior to the time of opening will be securely kept, unopened. Proposals arriving after the specified date and time, whether sent by mail, courier, or in person, shall not be accepted and will either be refused or returned unopened. Mailed proposals which are delivered after the specified time and date will not be accepted regardless of the postmarked date or time on the envelope.

I. WITHDRAWAL OF PROPOSALS, DECLINATIONS

The Village Administrator may grant a request of withdrawal if a written request is received prior to the specified time of bid opening. After the bid opening, the Bidder cannot withdraw or cancel its bid proposal for a period of 60 calendar days and such bid will be binding during that time.

J. AWARD OF CONTACT

A contract for the described product or service shall be awarded to the lowest responsive and responsible Bidder whose bid, on an overall basis, is the most advantageous to and in the best interests of the Village to accept. The Village unequivocally reserves the sole right to reject any and all bids; waive formalities, technical deficiencies, and irregularities; solicit new bids; or otherwise solicit proposals or quotations if some other manner of negotiation better serves its interests. The Village Board's decision shall be final and not subject to recourse by any person, firm, or corporation. It is the express intent of the Village that all specifications as outlined in this Request for Proposal Document, including any addenda items which are issued, shall be incorporated as part of the written and signed contract with the successful Bidder.

No bid shall be accepted from, or contract awarded to, any person, firm, or corporation that is in arrears or is in default to the Village upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Village, or who has failed to faithfully perform any previous contract with the Village.

K. INDEPENDENT CONTRACTOR

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

L. NON-ASSIGNMENT

The Bidder shall not assign or subcontract any rights or interests under the contract or any part thereof to any other person, firm, or corporation without the prior written consent of the Village.

M. FINAL PAYMENT

Final payment will be processed when the entire unpaid balance of the contract sum that shall be made by the Village to the Bidder when the contract has been fully performed by the Bidder except for the Bidder's responsibility to correct non-conforming work as provided. Final payment shall be made by the Village not more than 30 days after the issuance of the final certificate of payment as approved by the Village Representative, if applicable or the project or work is deemed completed by the Village.

Specifications

The Village of Lake in the Hills (The Village) is soliciting proposals for 67 Microsoft Office 2021 Licenses. Any alterations or deviations must be explained in APPENDIX 1. The Village shall be the sole and final judge as to whether any alteration or deviation is equivalent to the products specified herein. Please indicate your unit price for each item, then multiply by the quantity listed to get the total.

Item	Description/Specs	Quantity	Unit Price	Total* (Quantity x Unit Price)
Microsoft Office 2021 Licenses	Office LTSC Professional Plus 2021 - MFG# DG7GMGF0D7FX 0002	67	\$ 418.55	\$ 28,042.85

**Record this total on Appendix 2, Bid Certification Form*

Shipping and Delivery Requirements:

Software licenses for Microsoft Office 2021 must be added to the Village of Lake in the Hills Microsoft 365 Admin Center within thirty (30) days from the award of contract.

Proposal Submission Requirements:

Submissions must be received by 11:00am on Tuesday, February 15, 2022 in order to be considered. A complete submission will include the following documents:

- 1) Specifications - Please indicate your unit price for each item, then multiply by the quantity listed to get the total on the Specifications section above.
- 2) Appendix 1 – Schedule of Alterations and Deviations
- 3) Appendix 2 – Bid Certification Form (Signed and notarized)

QUOTE CONFIRMATION



DEAR JOE NEILON,

Thank you for considering CDW•G LLC for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
MPLV953	2/1/2022	MPLV953	3050732	\$28,042.85

QUOTE DETAILS					
ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE	
Microsoft Office LTSC Professional Plus 2021 - license - 1 PC Mfg. Part#: 79P-05855 Electronic distribution - NO MEDIA Contract: MARKET	67	6722875	\$418.55	\$28,042.85	

PURCHASER BILLING INFO		SUBTOTAL	\$28,042.85
Billing Address: VILLAGE OF LAKE IN THE HILLS ACCTS PAYABLE 600 HARVEST GATE LAKE IN THE HILLS, IL 60156-3398 Phone: (847) 960-7400 Payment Terms: NET 30-VERBAL		SHIPPING	\$0.00
		SALES TAX	\$0.00
		GRAND TOTAL	\$28,042.85
		DELIVER TO Shipping Address: VILLAGE OF LAKE IN THE HILLS JOE NEILON 600 HARVEST GATE LAKE IN THE HILLS, IL 60156-3398 Phone: (847) 960-7400 Shipping Method: ELECTRONIC DISTRIBUTION	

Need Assistance? CDW•G LLC SALES CONTACT INFORMATION			
	Kristen Meyer	(866) 809-9889	krisimey@cdwg.com

LEASE OPTIONS			
FMV TOTAL	FMV LEASE OPTION	BO TOTAL	BO LEASE OPTION
\$28,042.85	\$758.56/Month	\$28,042.85	\$874.10/Month

Monthly payment based on 36 month lease. Other terms and options are available. Contact your Account Manager for details. Payment quoted is subject to change.

Why finance?

- Lower Upfront Costs. Get the products you need without impacting cash flow. Preserve your working capital and existing credit line.
- Flexible Payment Terms. 100% financing with no money down, payment deferrals and payment schedules that match your company's business cycles.
- Predictable, Low Monthly Payments. Pay over time. Lease payments are fixed and can be tailored to your budget levels or revenue streams.

- **Technology Refresh.** Keep current technology with minimal financial impact or risk. Add-on or upgrade during the lease term and choose to return or purchase the equipment at end of lease.
- **Bundle Costs.** You can combine hardware, software, and services into a single transaction and pay for your software licenses over time! We know your challenges and understand the need for flexibility.

General Terms and Conditions:

This quote is not legally binding and is for discussion purposes only. The rates are estimate only and are based on a collection of industry data from numerous sources. All rates and financial quotes are subject to final review, approval, and documentation by our leasing partners. Payments above exclude all applicable taxes. Financing is subject to credit approval and review of final equipment and services configuration. Fair Market Value leases are structured with the assumption that the equipment has a residual value at the end of the lease term.

This quote is subject to CDW's Terms and Conditions of Sales and Service Projects at <http://www.cdw.com/content/terms-conditions/product-sales.aspx>
For more information, contact a CDW account manager

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**APPENDIX 1
SCHEDULE OF ALTERATIONS AND DEVIATIONS**

Please list any proposed alternative or deviation to the minimum standards outlined in this Request for Proposal document.

SECTION	PARAGRAPH	EXPLANATION OF ALTERNATIVE/DEVIATION
---------	-----------	--------------------------------------

*Except with respect to the product specifications, quantities and prices included in this response, the terms and conditions found at <http://www.cdw.com/content/terms-conditions/product-sales.asp> apply to this submission unless the parties otherwise agree in a separate writing. For more information or to initiate an agreement with Seller, please contact: Stephanie Santander stephanie.santander@cdw.com.

APPENDIX 2

**VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

CONTRACTOR'S NAME: CDW Government LLC
ADDRESS: 230 N. Milwaukee Ave.
Vernon Hills, IL 60061

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 requirements within the Request for Proposal, 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;

The undersigned shall provide all supervision, labor, materials, equipment, and all other expense items to perform completely the entire work covered by all specifications within the Request for Proposal;

FOR THE LUMP SUM OF Twenty-Eight Thousand Forty Two Dollars (\$ 28,042.85)
Dollars and Eighty Five Cents

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 Microsoft Office 2021 Licensing, [he/she] will completely perform the contract in strict accordance with its terms and conditions within thirty (30) consecutive calendar days after notification of award of contract.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Microsoft Office 2021 Licensing, 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 CDW Government LLC this 9th day of February, 2022.

By: *Kaitlin Clark*
(signature) Kaitlin Clark

Its: Manager, Proposals
Title

Matt Esposito, being duly sworn, deposes and states that he/she is the _____

Proposal Operations Specialist of CDW Government LLC and that the statement above is

true and correct. Subscribed and sworn before me this 9th day of February, 2022

(NOTARY STAMP)

Matthew Esposito Notary Public, State of Connecticut My Commission Expires 06/30/2026

Matt Esposito
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: February 22, 2022

DEPARTMENT: Police

SUBJECT: Informational Item on Status of Strategic Plan Goal: Improve Police facilities to meet current requirements and anticipated needs for a minimum of the next twenty years

EXECUTIVE SUMMARY

In November 2021, the Village Board adopted the Strategic Plan Goals and Objectives. A total of five goals were adopted along with supporting objectives. Staff will update the Village Board on the progress made towards improving the Police facilities in order to meet the current requirements as well as anticipated future needs.

FINANCIAL IMPACT

None

ATTACHMENTS

None

SUGGESTED DIRECTION

Informational item only



REQUEST FOR BOARD ACTION

MEETING DATE: February 22, 2022
DEPARTMENT: Community Development
SUBJECT: Zoning Text Amendments to Section 3, Definitions, and Section 17, Home Occupations

EXECUTIVE SUMMARY

Home day care operations are currently regulated under Section 17, Home Occupations. However, the home occupation regulations greatly restrict home day care operations because businesses are restricted to the principal structure and may not generate noticeable noise or traffic. As home day care operations need to allow for outdoor activity, these limits do not allow for children to play outside the home and only allow for children be taken to a park for their outdoor recreation. Additionally, the regulations also limit the hours for child drop-off and pick-up.

To remedy these home occupations and to clarify how home day care operations may function, Section 3-Definitions will need to be amended to include a definition of home day care. Home day care operations are intended to be for lesser activity and fewer children than Day Care Centers. Also, Section 17-Home Occupations, will need to be amended to allow for outdoor play and general home day care operations.

For consideration, attached is the proposed amendments to Section 3-Definitions, and Section 17-Home Occupations, of the Zoning Ordinance.

The Planning and Zoning Commission conducted a public hearing on February 14, 2022. The Commissioners voted 5-0 to recommend approval of the proposed amendments.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTION

Approve an Ordinance for a Zoning Text Amendments to Section 3, Definitions, and Section 17, Home Occupations to allow for definition and home day care operations.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

**An Ordinance Granting Text Amendments to
Section 3, "Definitions", and Section 17, "Home Occupations",
of the Lake in the Hills Zoning Code**

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 to ensure the safe and orderly operation of business in the interest of public welfare, as granted in the Constitution of the State of Illinois.

WHEREAS, a representative of the Village of Lake in the Hills petitioned the Village to consider text amendments to Section 3, "Definitions", and Section 17, "Home Occupations"; 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 made its recommendation relative to the text amendment; and

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

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 recommendation of the Planning and Zoning Commission on the question of approving the text amendment to the Zoning Ordinances is hereby accepted.

SECTION 3: That Section 3, "Definitions", of the Lake in the Hills Zoning Code shall be amended to read as follows:

**SECTION 3
DEFINITIONS**

Day Care, Home: An owner-occupied residence where care, protection and supervision are provided for less than 24 hours a day for more than three children, but not to exceed eight children, under the age of 12 years old. The total number of children shall include the family's biological and/or adopted children under the age of 12.

SECTION 4: That Section 17.3-2, "Home Occupations, Operational Limitations", of the Lake in the Hills Zoning Code shall be amended to read as follows:

**SECTION 17
HOME OCCUPATIONS**

17.3-2 *Operational Limitations:*

- F. Motor vehicle traffic generated by the home occupation shall be prohibited from visiting the premises between the hours of 11:00 p.m. and 6:00 a.m. except for ~~child~~ home day care operations. Vehicles used in connection with any home occupation shall be subject to the requirements of Section 18, "Off-Street Parking and Loading", of this Zoning Code.

- J. Any activity resulting in noise, fumes, traffic, light or odor, to such extent that it is noticeable that the property is being used for non-residential purposes, shall not constitute a home occupation. Home day care home occupations, as defined in Section 3 - Definitions, are exempted from this requirement, to the extent that noise and traffic are consistent with reasonable activities related to home day care operations.

- K. A home occupation shall be confined to the principal structure and not exceed 25% of the gross floor area of the building or 600 square feet, whichever is less. Home day care home occupations, as defined in Section 3 - Definitions, are exempted from the gross floor area limitation and are exempted from being confined to the principal structure, to the extent reasonably necessary to allow children the ability to go outside for activities related to home day care operations.

SECTION 5: If any section, paragraph, subdivision,

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

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

SECTION 7: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law and following the 30-day posting period, as required by State law.

Passed this 24th day of February 2022 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 24th DAY OF FEBRUARY 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published: