



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MARCH 8, 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. Police
 1. Sergeant Appointment above Authorized Staffing Level
 - B. Public Works
 1. Affiliate Organization Agreements
 2. Resolution granting Turtle Island Park Improvements Extension of Final Completion Date
 3. Contract Extension with Arrow Energy for Aviation Fuel
 4. Commercial Services Activity Agreement with AKC Aviation
 - C. Community Development
 1. Informational Item concerning Chapter 24, Building Code, of the Municipal Code
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
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: March 8, 2022

DEPARTMENT: Police

SUBJECT: Sergeant Appointment Above Authorized Staffing Level

EXECUTIVE SUMMARY

The department has a projected retirement in July of this year that will create an opening for a Sergeant position. To expedite the transition and training, the department would like to have the candidate identified and appointed on or about May 10, 2022. The current Sergeant's eligibility list expires June 1, 2022. The Police Commission has the Sergeant's promotional process tentatively scheduled for June 25, 2022 and July 11, 2022 to establish a new eligibility list. Authorizing the level of Sergeant positions to go from seven (7) to eight (8), for a period of approximately ten (10) weeks, will allow the candidate to be ready to assume this supervisory role on or about June 6, 2022 as opposed to approximately September 12, 2022.

FINANCIAL IMPACT

The estimated salary differential for a new Sergeant from May 10, 2022 to July 11, 2022 is \$1,302.00.

ATTACHMENTS

None

RECOMMENDED MOTION

Motion to approve and authorize the Police Department to exceed the authorized staffing level and appoint a Sergeant on or around May 10, 2022 for the projected vacancy in July, 2022.



REQUEST FOR BOARD ACTION

MEETING DATE: March 8, 2022
DEPARTMENT: Public Works
SUBJECT: Affiliate Organization Agreements

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into three-year agreements with five organized recreational Affiliate Organizations (AO).

Since 2005, the Village has had formal agreements with not-for-profit AOs that provide organized recreational opportunities on Village-owned property. These agreements are a necessary tool in defining the responsibilities of both the AOs and the Village. Defined responsibilities include facility usage and maintenance, equipment usage, advertising, meeting requirements, insurance requirements, fees, general obligations, and conditions. The existing recreation agreements expired at the end of 2021 and staff plans to negotiate three-year agreements with each AO, starting in 2022.

Cost Recovery Analysis Exercise

To ensure the Village is being fiscally responsible with its assets while also supportive of its AOs, staff compiled the Village's costs to maintain the amenities used by each AO to determine if a cost recovery standard would be an appropriate tool to use to determine fees. While there are different cost recovery standards, staff found that the National Recreation and Parks Association (NRPA) 2021 performance review reported that the median amount of revenue recovered by park and recreation agencies with a similar population as the Village was 24.4% in 2020. As such, staff applied a percentage to each Village cost identified in the cost recovery spreadsheet that was no higher than 24.4% of the total cost, with lesser percentages if park patrons or other affiliate groups also have access to the service or amenity. However, after completing this exercise, staff learned that the NRPA model would result in an average fee increase of 37% across all six affiliate groups.

Rate Comparison and Parks and Recreation Board Recommendation

Concerned that the NRPA model would result in burdensome cost increases for the AOs, staff then completed an analysis comparing the Village's current AO rates to the rates that neighboring government park entities charge. This second analysis, which is included as Attachment 1, was equally as challenging as the first analysis as neighboring park entities use different rate structures. After completing this analysis, staff presented rate recommendations to the Parks and Recreation (P&R) Board at their March 3rd meeting. At this meeting, the P&R Board recommended rate adjustments for Blackhawks Lacrosse and the United Cricket Club but not the other four AOs as the current rates for those were among the highest rates when compared to neighboring park entities. An agreement with Blackhawks Lacrosse with the new increased rates is presented for the Board's consideration this evening. However, staff plan to present the Board with a new agreement with the United Cricket Club at a future meeting as the new agreement/rates are still being reviewed by this AO.

Blackhawks Lacrosse

As shown below, the Village charged this AO \$8.00 per participant in 2021. This is the same rate charged by the Crystal Lake Park District. However, after reviewing the rates charged by neighboring park entities, the P&R Board recommended rate increases starting in 2023 as this AO has already started accepting registrations for the 2022 season.

Affiliate Organization: Blackhawks Lacrosse		
2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
LITH (using NRPA Model)	\$ 328 minimum	\$8.00/participant (but a \$328 min.)
Crystal Lake Park District	\$ 504	\$8.00/participant
LITH (2021 Actual Fee)	\$ 504	\$8.00/participant
LITH (2022 Proposed Fee)	\$ 504	\$8.00/participant
LITH (2023 Proposed Fee)	\$ 630	\$10.00/participant
LITH (2024 Proposed Fee)	\$ 756	\$12.00/participant
School District 158 (Huntley Raiders Lacrosse)	\$ 1,260*	\$28.00/hour
Cary Park District	\$ 2,250*	\$50.00/hour

Huntley Park District - Huntley Raiders Lacrosse does not use their fields.

Village of Algonquin - n/a

Assumes 63 participants

*Assumes 45 hours of use (actual use in 2021)

FINANCIAL IMPACT

All revenue that the Village receives will be determined at a later date, based on each AOs actual season.

ATTACHMENTS

1. Affiliate Organization rate comparisons and recommendations
2. Recreation Agreement with the Lake in the Hills Youth Athletic Association
3. Recreation Agreement with the Algonquin Lake in the Hills Soccer Association
4. Recreation Agreement with Junior Eagles Football
5. Recreation Agreement with Junior Eagles Cheerleading
6. Recreation Agreement with Blackhawks Lacrosse

RECOMMENDED MOTIONS

Motion to approve a three-year recreation agreement with the Lake in the Hills Youth Athletic Association.

Motion to approve a three-year recreation agreement with the Algonquin Lake in the Hills Soccer Association.

Motion to approve a three-year recreation agreement with Junior Eagles Football.

Motion to approve a three-year recreation agreement with Junior Eagles Cheerleading.

Motion to approve a three-year recreation agreement with Blackhawks Lacrosse.

Affiliate Organization: Jr. Eagles Cheerleading

2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
City of Woodstock	No fees	
Cary Park District	\$ 297	\$6.00/hour
LITH (2021 actual fee and the recommendation for the new agreement)	\$ 488	\$8.00/participant
Crystal Lake Park District	\$ 488	\$8.00/participant
LITH (using NRPA Model)	\$ 902 minimum	\$8.00/participant (but a \$902 min.)

Huntley Park District - Their program is not comparable as its managed by their staff

Village of Algonquin - n/a

Assumes 61 participants

Affiliate Organization: Jr. Eagles Football

2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
City of Woodstock	No fees	
Cary Park District	\$ 666	\$6.00/hour
Crystal Lake Park District	\$ 888	\$8.00/participant
LITH (2021 actual fee and the recommendation for the new agreement)	\$ 2,736	\$18.00/participant
School District 300 (Jr. Eagles practices)	\$ 3,000	\$1,000/location
School District 158 (Huntley Red Raiders)	\$ 3,108	\$28.00/hour
LITH (using NRPA Model)	\$ 3,827 minimum	\$18.00/participant (but a \$3,827 min.)

Huntley Park District - Huntley Red Raiders Football does not use any of their fields

Village of Algonquin - Jr. Eagles Football does not use their fields

City of McHenry - McHenry Jr. Eagles Football uses McHenry Township fields.

Assumes 152 participants

Affiliate Organization: ALITHSA

2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
City of McHenry	No fees	
City of Woodstock	No fees	
Crystal Lake Park District	\$ 1,600	\$8.00/participant
LITH (2021 actual fee and the recommendation for the new agreement)	\$ 3,266	\$16.33/participant
Cary Park District	\$ 3,900	\$12.00/hour
LITH (using NRPA Model)	\$ 4,103 minimum	\$16.33/participant (but a \$4,103 min.)

Huntley Park District - Their program is not comparable as its managed by their staff

Village of Algonquin - ALITHSA does not use their fields anymore, but they were charging \$13.50/participant

Assumes 200 participants

Affiliate Organization: Blackhawks Lacrosse

2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
LITH (using NRPA Model)	\$ 328 minimum	\$8.00/participant (but a \$328 min.)
Crystal Lake Park District	\$ 504	\$8.00/participant
LITH (2021 Actual Fee)	\$ 504	\$8.00/participant
LITH (2022 Proposed Fee)	\$ 504	\$8.00/participant
LITH (2023 Proposed Fee)	\$ 630	\$10.00/participant
LITH (2024 Proposed Fee)	\$ 756	\$12.00/participant
School District 158 (Huntley Raiders Lacrosse)	\$ 1,260*	\$28.00/hour
Cary Park District	\$ 2,250*	\$50.00/hour

Huntley Park District - Huntley Raiders Lacrosse does not use their fields.

Village of Algonquin - n/a

Assumes 63 participants

*Assumes 45 hours of use (actual use in 2021)

Affiliate Organization: LITHYAA

2022 fee if the organization used facilities owned by:	2022 Season Fee	Rate structure
City of McHenry	No fees	
City of Woodstock	No fees	
Crystal Lake Park District*	\$ 4,696	\$8.00/participant
Village of Algonquin*	\$ 7,925	\$13.50/participant
LITH (2021 actual fee and the recommendation for the new agreement)	\$ 10,566	\$18.00/participant
LITH (using NRPA Model)	\$ 18,252 minimum	\$18.00/participant (but a \$18,252 min.)
Huntley**	\$ 20,000+	~\$30.00/game
Cary Park District*	\$ 29,080	\$10.00/hour

* These park entities do not provide field maintenance services (such as field grooming) or materials and supplies to maintain the fields.

** The Huntley Park District charges ~\$30.00/game. They do not charge for practices and appears to provide similar services to the groups that use their fields. Based on this rate, LITHYAA would pay Huntley over \$20,000 in 2022 to use their fields.

Assumes 587 participants

This Agreement entered into this _____ day of _____, 20____, by and between the

Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the

Lake in the Hills Youth Athletic Association (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:

- The group must be leisure-oriented.
- The group’s existence shall be of value to the community.
- The activity must develop a sense of achievement and self-worth for its participants.
- Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.

B. Rec League – defined as a league with intra-league play

C. Travel League – defined as a league with inter-league play and tryouts for

participation. Section 2: Non Discrimination

A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:

Sunset Park baseball/softball fields, Sunset Park concessions, Ryder Park baseball fields, Plote Field, Ryder concessions, Leroy Guy baseball/softball fields and Leroy Guy concessions

- B. The A.O. agrees to maintain the Village's facilities in accordance with Exhibit A, attached hereto and made a part of this agreement. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit E – Authorization to Sell/Collect Money on Village Property.
- E. There will be no practices allowed on football and soccer game fields as well as Plote Baseball Field.
- F. Thorguard – Early detection lightning systems are installed at Plote Field and Ryder, Sunset, and Leroy Guy Parks, for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- G. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- H. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- I. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- J. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.
- C. Sponsor or promotion banners may be put on fences at Sunset Park baseball fields and LeRoy Guy Park baseball fields from April 1st through September 30th. Banners must remain in good condition with no rips, tears, or fading. The Village reserves the right to remove any/all banners that are not in good condition.

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet as requested with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. 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: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fee shall be \$18.00/participant per season. Tournament fees for any athletic facility are \$100 for up to 5 hours and \$200 for over 5 hours per facility per day. Tournament fees for annual Brian Kreuger Memorial Tournament will be waived.

Section 9: Term

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party

without the prior written consent of the Village.

F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156
Attn: Public Works Director

A.O.: Lake in the Hills Youth Athletic Assoc
P.O. Box 613
Huntley, IL 60142

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President

Lake in the Hills Youth Athletic Association, An Affiliate
Organization

By: Lisa Wolter

Its: President

EXHIBIT A
Facility Maintenance Obligations and Equipment

VILLAGE EQUIPMENT AND PERSONNEL AVAILABILITY

The following equipment is owned by the Village and available to the A.O. subject to being operated by Village personnel.

- Rototiller
- Aerator
- Over seeder
- Loader/backhoe
- Mower
- Water Wheel

The availability of this equipment is for special projects on work days only, subject to scheduling by the Village's Public Works Department. The equipment is not available for ongoing or routine maintenance. There will be no charge for work performed during the Village's normal business hours. Any requests for weekend or after hour assistance shall be at the expense of the A.O and at the discretion of the Director of Public Works or his designee.

Requests for assistance should go directly to the Director of Public Works or his designee.

USE OF VILLAGE PROPERTY FACILITIES AND IMPROVEMENTS:

1. The A.O. shall obtain the written authorization of the Village and any required permits prior to the development, construction, or improvement of Village property including, but not limited to, the installation or relocation of backstops, fencing, benches, storage/concessions facilities, scoreboard, signage, and flagpoles. All new improvements become the property of the Village and a bill of sale must be submitted to the Village once the equipment/improvement has been installed.
2. The A.O. shall be solely responsible for the cost of such improvements or relocations except for improvements that are requested or required by the Village.
3. The A.O. is responsible for any equipment, turf, or facility damage.
4. Additional agreements between the Village and the A.O. pertain to storage sheds/buildings.

MAINTENANCE STANDARDS

1. The Village shall provide turf maintenance including seeding, fertilizing, aerating, and mowing. The A.O. understands that maintenance is dependent upon weather conditions and contractors' schedules. Sports turf is typically mowed twice a week during peak times. Each A.O. can request a specific mowing day.
2. The A.O. shall maintain the infield and all other amenities including, but not limited to, any interior buildings, scoreboards, and similar structures in a safe condition and shall be responsible for the cleanup of litter and debris in the park or facility after each game.
3. The A.O. agrees not to apply any types of seed, fertilizer, weed-killer, or other herbicide or pesticide on Village property.
4. The A.O. is responsible for maintaining the infield areas on a daily, weekly and seasonal basis in accordance with Village standards.

EXHIBIT B (Example)
Code of Conduct

Code of Conduct for Spectators of Youth Sports

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
 - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
 - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
 - If officials do make poor calls during a game, the following circumstances usually apply:
 - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
 - ii. An occasional poor call seldom affects the outcome of a game.
 - iii. The number of poor calls usually balances out for both teams.
 - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
 - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.

2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
 - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
 - Encouragement and praise should be made in public; constructive criticism is best made in private.
 - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
 - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.

3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
 - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
 - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

Parent/Guardian Signature

Date

Parent / Guardian Printed Name

EXHIBIT C (Example)

COACHING CONTRACT

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

Sport

Signature of Coach

Date

Director

EXHIBIT D (Example)
PLAYER'S CODE OF ETHICS*

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

Player's Signature

Date

Player's Printed Name

*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT E
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Manner in which items will be handled and stored: *(i.e. prepared food, packages food, non-perishable food items.)*

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit *(under a tent, 6" above ground, commercially packaged)*
- Certificate of Insurance

I hereby affirm 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 defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Public Works Director)

(Date)

(Signature: Designee)

(Date)

This Agreement entered into this _____ day of _____, 20____, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Algonquin Lake in the Hills Soccer Association (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
 - The group must be leisure-oriented.
 - The group’s existence shall be of value to the community.
 - The activity must develop a sense of achievement and self-worth for its participants.
 - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:
 - Sunset Park Soccer Fields
 - Richard Taylor Park Soccer Fields
 - Leroy Guy Park Soccer Fields

- B. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit D – Authorization to Sell/Collect Money on Village Property.
- E. There will be no practices allowed on football and soccer game fields as well as Plote Baseball Field.
- F. Thorguard – Early detection lightning systems are installed at Ryder, Sunset, and Leroy Guy Parks for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- G. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- H. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- I. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- J. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet with the Public Works Director or his designee when requested to exchange ideas and discuss plans for future opportunities.
- B. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. 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: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fee shall be \$16.33/participant per season. The fees will be due within one month of the last completed game for the season.

Section 9: Term

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party

- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills 9010 Haligus Road
 Lake in the Hills, IL 60156
 Attn: Public Works Director

A.O.: _____

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President _____

Algonquin Lake in the Hills Soccer Association (ALITHSA), An
 Affiliate Organization

By:  _____

Its: Board _____

EXHIBIT A (Example)
Code of Conduct

Code of Conduct for Spectators of Youth Sports

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
 - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
 - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
 - If officials do make poor calls during a game, the following circumstances usually apply:
 - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
 - ii. An occasional poor call seldom affects the outcome of a game.
 - iii. The number of poor calls usually balances out for both teams.
 - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
 - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.

2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
 - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
 - Encouragement and praise should be made in public; constructive criticism is best made in private.
 - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
 - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.

3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
 - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
 - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

Parent/Guardian Signature

Date

Parent / Guardian Printed Name

EXHIBIT B (Example)

COACHING CONTRACT

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

Sport _____ Signature of Coach _____

Date _____ Director _____

EXHIBIT C (Example)
PLAYER'S CODE OF ETHICS*

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

Player's Signature

Date

Player's Printed Name

*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT D
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

I hereby affirm 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 defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Public Works Director)

(Date)

(Signature: Designee)

(Date)

This Agreement entered into this _____ day of _____, 20____, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Lake in the Hills/Algonquin Junior Eagles Youth Football (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
 - The group’s existence shall be of value to the community.
 - The activity must develop a sense of achievement and self-worth for its participants.
 - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:
Sunset Football

- B. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit D – Authorization to Sell/Collect Money on Village Property.
- E. Thorguard – An early detection lightning system is installed at Sunset Park for the protection of all who play, spectate, and recreate at this park. If the system warning goes off, please exit the park and seek shelter until the system all clear is indicated. Signs are posted at the park indicating additional information about the warning system.
- F. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- G. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- H. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- I. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet as requested with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. 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: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits A, B, and C for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fee shall be \$18.00/participant per season.

Section 9: Term

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party

without the prior written consent of the Village.

F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156
Attn: Public Works Director

A.O.: _____

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President

Lake in the Hills/Algonquin Junior Eagles Youth Football, An

Affiliate Organization

By: Bob Kl

Its: President

EXHIBIT A (Example)
Code of Conduct

Code of Conduct for Spectators of Youth Sports

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
 - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
 - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
 - If officials do make poor calls during a game, the following circumstances usually apply:
 - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
 - ii. An occasional poor call seldom affects the outcome of a game.
 - iii. The number of poor calls usually balances out for both teams.
 - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
 - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.

2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
 - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
 - Encouragement and praise should be made in public; constructive criticism is best made in private.
 - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
 - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.

3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
 - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
 - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

Parent/Guardian Signature

Date

Parent / Guardian Printed Name

EXHIBIT B (Example)

COACHING CONTRACT

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

Sport _____ Signature of Coach _____

Date _____ Director _____

EXHIBIT C (Example)
PLAYER'S CODE OF ETHICS*

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

Player's Signature

Date

Player's Printed Name

*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT D
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

I hereby affirm 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 defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Public Works Director)

(Date)

(Signature: Designee)

(Date)

This Agreement entered into this _____ day of _____, 20____, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Lake in the Hills/Algonquin Junior Eagles Youth Cheerleading (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
 - The group’s existence shall be of value to the community.
 - The activity must develop a sense of achievement and self-worth for its participants.
 - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include the Village Hall property.

- B. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit A – Authorization to Sell/Collect Money on Village Property.
- E. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- F. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- G. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- H. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet with the Public Works Director or his designee when requested to exchange ideas and discuss plans for future opportunities.
- B. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:

1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. 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: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O., or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.
- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics.

- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fee shall be \$8.00/participant per season. The A.O. may use the Village Hall Multipurpose Room and Village Hall patio for practices. The A.O. may use the Village Hall Multipurpose room up to 25 times per year; however, all reservations must be on weekdays and must end by 9:00 p.m.

For all other facility use, the A.O. will be billed at the rates listed in the most recent edition of the Village Facility Use Policy.

Section 9: Term

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.
- G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills
9010 Haligus Road
Lake in the Hills, IL 60156
Attn: Public Works Director

A.O.: _____

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President

Lake in the Hills/Algonquin Junior Eagles Youth Cheerleading,

An Affiliate Organization

By: Michelle Danabne

Its: president

EXHIBIT A
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

I hereby affirm 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 defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Public Works Director)

(Date)

(Signature: Designee)

(Date)

This Agreement entered into this _____ day of _____, 20____, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Blackhawks Lacrosse (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
 - The group’s existence shall be of value to the community.
 - The activity must develop a sense of achievement and self-worth for its participants.
 - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:

Richard Taylor Park (see Exhibit E for the specific location)

- B. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- C. Collecting money and/or selling food or any other items on Village property requires prior Village approval through issuance of Exhibit D – Authorization to Sell/Collect Money on Village Property.
- D. All practices or games must end by sunset.
- E. Any/all goals left on site must be secured to the ground in accordance with the standards set by the Village's Public Properties Division Superintendent or his/her designee.
- F. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- G. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- H. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- I. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
 2. There shall be no salaries or compensation provided to any officer of the corporation.
 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. 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: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits A, B, and C for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

Section 8: Fees

During the term of this agreement, the fees per season shall be \$8.00/participant in 2022, \$10.00/participant in 2023 and \$12.00/participant in 2024. The fees will be due within one month of the last completed practice for the season.

Section 9: Term

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months.

Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois

located in McHenry County, and that the laws of the State of Illinois shall govern.

- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills 9010 Haligus Road
 Lake in the Hills, IL 60156
 Attn: Public Works Director

A.O.: _____

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President

Blackhawks Lacrosse, An Affiliate Organization

By: Sandi Griffith 

Its: President

EXHIBIT A (Example) Code of Conduct

Code of Conduct for Spectators of Youth Sports

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
 - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
 - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
 - If officials do make poor calls during a game, the following circumstances usually apply:
 - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
 - ii. An occasional poor call seldom affects the outcome of a game.
 - iii. The number of poor calls usually balances out for both teams.
 - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
 - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.

2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
 - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
 - Encouragement and praise should be made in public; constructive criticism is best made in private.
 - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
 - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.

3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
 - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
 - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

Parent/Guardian Signature

Date

Parent / Guardian Printed Name

EXHIBIT B (Example)

COACHING CONTRACT

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

Sport _____ Signature of Coach _____

Date _____ Director _____

EXHIBIT C (Example)
PLAYER'S CODE OF ETHICS*

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

Player's Signature

Date

Player's Printed Name

*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT D
Village of Lake in the Hills
Application for Authorization to Sell/Collect Money
On Village Property
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: _____

Phone Number: _____

Date and Time of each Sale: _____

Types of items that will be sold: *please list below*

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

How will garbage, grey water, and left-over food be disposed of: *explain below:*

Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

I hereby affirm 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 defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) _____

APPROVAL SECTION

(Signature: Public Works Director)

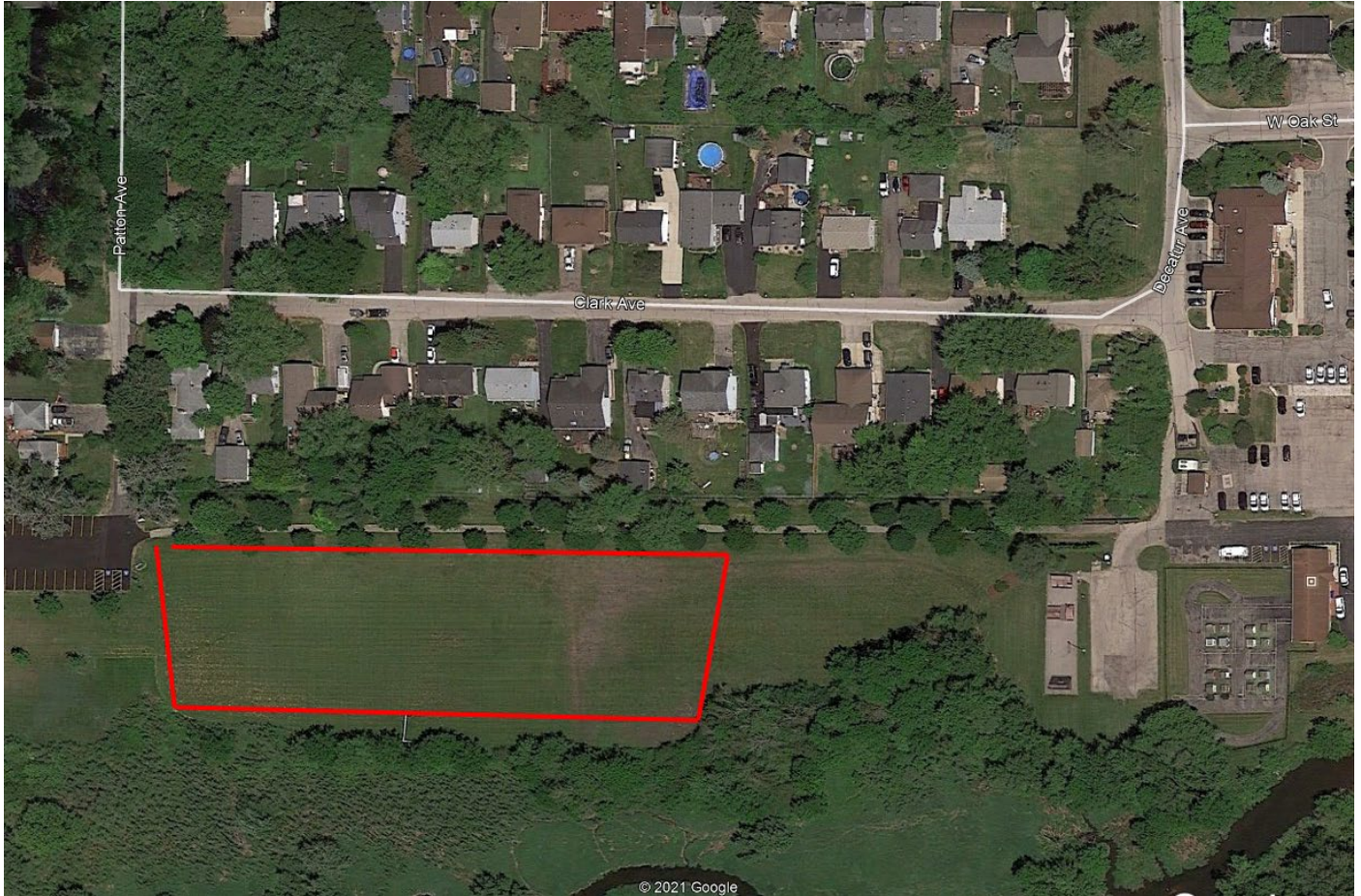
(Date)

(Signature: Designee)

(Date)

EXHIBIT E

Blackhawks Lacrosse practice location shown in red below





REQUEST FOR BOARD ACTION

MEETING DATE: March 8, 2022

DEPARTMENT: Public Works

SUBJECT: Turtle Island Park Improvements Extension of Final Completion Date

EXECUTIVE SUMMARY

Staff seeks Board approval of a Resolution granting Copenhagen Construction an extension of the final date of completion for the Turtle Island Park Improvements Project from November 13, 2020, to July 28, 2021, and a waiver of liquidated damages.

The Village Board awarded a contract to Copenhagen Construction in the amount of \$354,552.00 on May 14, 2020 for improvements to Turtle Island. The project received an Open Space Lands Acquisition and Development (OSLAD) grant through the State of Illinois. The grant reimburses the Village for fifty percent (50%) of the actual construction cost, not to exceed \$205,100.00.

The contract required that Copenhagen Construction fulfill substantial completion of the contract requirements by October 30, 2020, and the final date of completion of November 13, 2020. Difficulties in completing the roof to the point that it no longer leaked and installation of remaining planting material resulted in an actual completion date of July 28, 2021. Copenhagen failed to repair the leak on two separate occasions prior to that date resulting in their need to bring in a second roofer, C3 Construction, to perform the task. C3 Construction removed the initial roofing material and installed a new roof that has not leaked since installation. Additionally, Copenhagen installed many of the required plant materials near the end of the 2020 growing season. They were unable to install some of the remaining plants, necessitating that they plant them in 2021. They completed all work by the grant stipulated deadline of the July 31, 2021.

Although Copenhagen completed the project by the grant deadline, the Contract states the Contractor shall pay liquidated damages of \$500 a day past the original due date. Staff believes that Copenhagen worked in good faith to complete the project on time; however, extenuating circumstances prevented them. As such, staff seeks Board approval to waive liquidated damages and grant Copenhagen Construction and extension of project completion to July 28, 2021.

Staff is collecting the remaining documents for final submission to the Illinois Department of Natural Resources for the remaining grant money owed to the Village in the amount of \$102,550.00.

FINANCIAL IMPACT

Staff seeks to collect the remaining grant award of \$102,550.00.

ATTACHMENT

1. Resolution

RECOMMENDED MOTION

Motion to approve a Resolution granting Copenhaver Construction an extension of the final date of completion for the Turtle Island Park Improvements Project from November 13, 2020, to July 28, 2021 and a waiver of liquidated damages.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2022- _____

A Resolution approving a Change Order to extend the contract completion date to July 28, 2021 for the Turtle Island Park Improvements

WHEREAS, the Village of Lake in the Hills entered into a contract ("Contract") on May 14, 2020 with Copenhaver Construction in the amount of \$354,552.00 for the construction of improvements to Turtle Island;

WHEREAS, the initial Contract term expired on November 13, 2020;

WHEREAS, after the initial Contract term expired, proper construction of the roof delayed final completion until July 28, 2021, within the grant stipulated deadline of July 31, 2021;

WHEREAS, staff believes that Copenhaver worked in good faith to complete the project on time;

WHEREAS, the Board of Trustees of the Village of Lake in the Hills has determined that the circumstances said to necessitate the foregoing change was not reasonably foreseeable at the time the contract with Copenhaver Construction was signed, the change is germane to the original contract as signed and the change order is in the best interest of the Village of Lake in the Hills as authorized by law;

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.

SECTION 2: This Resolution shall constitute the written determination required by Section 33E-9 of Article 33E of the Criminal Code of 1961 and shall be in full force and effect from and after its adoption.

Passed this 10th day of March,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 10TH DAY OF March,
2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: March 8, 2022
DEPARTMENT: Public Works
SUBJECT: Aviation Fuel Contract Extension

EXECUTIVE SUMMARY

Staff seeks Board approval of a one-year contract extension for aviation fuel with Arrow Energy of Saline, Michigan, in an amount not-to-exceed \$317,094.70.

On March 14, 2019, the Village Board awarded Arrow Energy of Saline, Michigan, a three-year contract, from April 8, 2019 to April 7, 2022, for the purchase of aviation fuel for resale. The contract includes two optional one-year renewals. Arrow Energy has been providing fuel to the airport since 2014 and their service has been acceptable. As such, staff recommends approval of the first one-year contract extension from April 8, 2022 to April 7, 2023, in an amount not-to-exceed \$317,094.70.

FINANCIAL IMPACT

The Fiscal Year (FY) 2022 Village Budget includes \$317,094.70 in the Airport Fund for the purchase of aviation fuel for resale. During the first two months of 2022, the airport has purchased \$33,008.16 worth of fuel under the initial three-year contract term. Staff is requesting authority to spend up to \$317,094.70, during the one-year contract extension term but staff will return to the Board should staff need approval to exceed the FY 2022 Budget or the one-year contract extension amount.

ATTACHMENTS

1. Recommendation Memo

RECOMMENDED MOTION

Motion to approve a one-year contract extension for aviation fuel with Arrow Energy of Saline, Michigan, in an amount not-to-exceed \$317,094.70.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Mike Peranich, Airport Manager
Date: February 23, 2022
Subject: Recommendation to approve a one-year contract extension with Arrow Energy for the purchase of aviation fuel

On March 14, 2019, the Village Board awarded Arrow Energy a three-year fuel contract expiring in April of 2022. I have been pleased with the fuel services Arrow Energy has provided since 2014 and I recommend exercising the first of two one-year contract extensions with Arrow. The one-year contract extension would start on April 8, 2022 and end after April 7, 2023, in an amount not-to-exceed \$317,094.70



REQUEST FOR BOARD ACTION

MEETING DATE: March 8, 2022

DEPARTMENT: Public Works

SUBJECT: Commercial Services Activity Agreement with AKC Aviation

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into a commercial services activity agreement with AKC Aviation.

The Lake in the Hills Airport Rules and Regulations require commercial activities that operate from the airport to enter into an agreement with the Village. The agreement gives them access to the airport while establishing service standards, insurance requirements, and a commitment to observe the airport rules, regulations, and minimum standards. AKC Aviation, an aircraft brokerage company, wishes to renew its agreement with the Village. The agreement will be effective from June 1, 2022 through June 1, 2027.

AKC Aviation has been part of Lake in the Hills Airport since 2007 offering brokerage services to a variety of aircraft owners. Kent Seaver, the President, guides both buyers and sellers through the process and charges a nominal fee for his time. The business brings use tax fees to the State of Illinois coffers. At the local level, AKC brings aircraft that would not normally visit Lake in the Hills to the area for pre-buy services which utilize based businesses, inspections, and most important aviation fuel. They are an asset to the airport.

FINANCIAL IMPACT

The Airport Operating and Maintenance Fund will receive \$305.58 annually from the commercial activity fees, subject to annual increases approved by ordinance.

ATTACHMENTS

1. Commercial Activity Agreement

RECOMMENDED MOTION

Motion to approve the commercial services activity agreement with AKC Aviation.

VILLAGE OF LAKE IN THE HILLS

LAKE IN THE HILLS AIRPORT AGREEMENT AUTHORIZING SERVICES

THIS AGREEMENT is entered into as of the 10th day of March, 2022 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Village”) and AKC Aviation (the “Operator”);

Section 1. Term of Agreement. This Agreement shall be effective as of June 1, 2022 and shall automatically terminate on June 1, 2027 unless this agreement is terminated prior to that time under the provisions contained herein.

Section 2. Location of Operations. During the term of this Agreement, and by separate Lease, the Operator shall maintain the necessary office and operations space at the Lake in the Hills Airport (the “Airport”) in the location and facilities depicted on Exhibit A attached to and by this reference incorporated into this Agreement for the purpose of conducting the operations authorized herein, provided that during the term of this Agreement the Operator adheres to these Minimum Standards and the Village’s rules and regulations relating to Airport operations, as adopted by Village ordinance, and as may be amended from time to time with regard to its authorized activities.

Section 3. Permitted Activities.

(a) While this Agreement is in effect and the Operator is not in default, the Operator shall have the permission of the Village to engage in the following, but only the following, business activities at the Airport, as defined in the Minimum Standards:

- Aircraft Sales

(b) It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide any aeronautical related services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, and the Village reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical or related nature.

Section 4. Validation of Activities. The operator shall be responsible for notifying the Village of changes in services, equipment, staffing and other items that increase or decrease fees paid to the Village. Failure of the operator to notify the Village of the same within 30 days of such changes shall constitute a breach of this agreement and shall be sufficient grounds to terminate this agreement. The Village may request additional information or conduct announced or unannounced onsite inspections of the operator’s facilities to validate the accuracy of the commercial activities.

Section 5. Village Services. The Village reserves the right, but shall not be obligated to the Operator, to maintain and keep in repair the landing area of the Airport and all publicly

owned facilities of the Airport, or to provide for the same to be performed by third parties, together with the right to direct and control all activities of the Operator with regard to the public landing areas and ramp areas of the Airport and the maintenance thereof.

Section 6. Public Portions of Airport. The Operator shall have use and have access to all public portions of the Airport for taxi, landing, and takeoff of aircraft and shall have use of roads and public automobile parking lots in the same manner and to the same extent as any member of the public. In addition to the Operator's hangar space, the Operator shall have priority use of the ramp area adjacent to and in front of its hangar for staging and conducting its commercial activity. The priority use area shall be of a size reasonably agreed upon by the Operator and the Village's representative. The Operator shall have use of this priority area for the purposes of parking aircraft, loading aircraft, and preparing aircraft prior to takeoff, but not for overnight parking of aircraft. The Operator shall not conduct any operations on public portions of the Airport unless written authorization is granted for such use by the Village. The Village reserves the right to further develop or improve the landing area of the Airport as it deems necessary, regardless of the desires or view of the Operator and without interference or hindrance there from. The Village reserves the right to take any action it considers necessary to protect the aerial approaches of the Airport against obstruction together with the right to prevent the Operator from erecting or permitting to be erected any building, other structure, or device on or adjacent to the Airport which, in the opinion of the Village, would limit the usefulness of the Airport or constitute a hazard to aircraft. In enforcing the foregoing rights, the Village further reserves the right to relocate the Operator's operations and facilities, at the sole cost of the Village.

Section 7. Payments to Village. Payments to the Village shall be due on or before the first day of each month. Operator shall pay to the Village fees for the right to conduct the permitted activities in accordance with the Commercial Activity Fees Schedule attached hereto as Exhibit B and by this reference incorporated into this Agreement. It is expressly understood and agreed to by the Operator that the above charges are not a tax separately payable by any customer of the Operator, and that the Operator is prohibited from designating or itemizing said charges, or any portion thereof, on any invoice or receipt for any customer.

Section 8. Delinquent Payments. Any payments required by this Agreement shall be considered delinquent after the 10th day of the month they are due and payable. A service charge of 10 percent per month from the date due and payable until paid shall be charged the Operator for such delinquencies. Any payments which are delinquent for more than 30 days shall constitute a default.

Section 9. Indemnity. The Operator shall keep and hold harmless the Village and its trustees, officers, employees, agents, and representatives from and against any and all claims, demands, suits, judgments, costs, and expenses asserted or claimed by any person or persons by reason of death or bodily injury to any person or persons, or loss or damage to any property, resulting in whole or in part from the business, activities or any operations of the Operator.

Section 10. Insurance. The Operator shall obtain and maintain continuously in effect at all times during this agreement, at the Operator's sole expense, insurance issued by an insurance company licensed to do business in the State of Illinois for the following types and limits:

A. Aircraft Liability (including passengers)

1. Piston: \$1,000,000 Combined Single Limit, \$100,000 Passenger Bodily Injury, Per Occurrence
2. Turboprop: \$3,000,000 Combined Single Limit, Per Occurrence
3. Turbojet: \$5,000,000 Combined Single Limit, Per Occurrence

B. General Liability

1. Premises: \$1,000,000 Combined Single Limit Per Occurrence
2. Products/Completed Operations: \$1,000,000 Combined Single Limit Per Occurrence

C. Hangar Keepers Liability:

1. Required when Hangar Owner/Lessee has in their care, custody, and control, aircraft belonging to another individual or entity.
2. Piston: \$500,000 Per Aircraft, \$1,000,000 Per Occurrence
3. Turboprop: \$1,000,000 Per Aircraft, \$2,000,000 Per Occurrence
4. Turbojet \$3,000,000 Per Aircraft, \$5,000,000 Per Occurrence

D. Workers Compensation:

1. Part 1, As required by State Statute
2. Part 2, Employers Liability:
 - i. \$500,000 Per Accident
 - ii. \$500,000 Per Employee
 - iii. \$500,000 Policy Limit

E. Commercial Operators Operating an Aircraft Fuel Dispensing Service:

A Commercial Operator operating an Aircraft fuel dispensing service is required to carry the following types of insurance in the limits specified, in addition to the Minimum Insurance Requirements:

1. Pollution liability coverage to the extent reasonably available with a minimum limit of one million dollars (\$1,000,000) per occurrence and in the aggregate;

2. General commercial liability and products liability with minimum limits of Five Million Dollars (\$5,000,000) per occurrence and in the aggregate.

F. Additional Insured:

All policies of insurance required herein, except for workers' compensation and employer's liability coverage, shall contain a cross liability endorsement and a severability of interest provision, and shall be expressly endorsed to name each of the following as a Co-Insured for any liability arising out of the Commercial Operator's or any of its subcontractor's operations at the Airport: **the Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorneys, legal representatives, agents, and/or representatives.**

Each endorsement and subrogation waiver shall be evidenced by a Certificate of Insurance. It can't be terminated without 60 days written notice. The Certificate of Insurance shall list the following legal entity as the Certificate Holder:

Village of Lake in the Hills

600 Harvest Gate

Lake in the Hills, IL 60156

In addition to providing the Village with the Certificate of Insurance, the Additional Endorsement Documentation naming the Village of Lake in the Hills and its Board of Trustees, officers, appointees, employees, servants, attorney, legal representatives, agents, and/or representatives shall be provided as proof of that the appropriate additional insured is named as specified herein.

No deductible amount in excess of five thousand dollars (\$5,000.00) or self-insurance shall be used to satisfy the Commercial Operator's minimum insurance requirements hereunder without the prior written approval of the Village.

G. Cancellation and Form

Each policy of insurance required herein shall contain a provision that it may not be canceled before expiration of its term except upon sixty (60) days written notice to the Village and shall be issued by an insurance company licensed to do business in the State of Illinois. The Commercial Operator shall provide a copy of all policies of insurance the Commercial Operator is required to procure and maintain under the requirements herein to the Airport Manager.

H. Changes and Additional Rights

The limits set forth herein shall be increased at the Commercial Operator's expense, if additional amounts are required by any federal or state regulations or by the Village. If a Commercial Operator shall at any time fail to furnish, maintain or renew any of the insurance required herein, or shall fail to furnish certificate(s) of insurance and

Additional Insured Endorsement(s) evidencing the insurance coverage required herein, the Village shall have the right, but not the obligation, to obtain such insurance coverage, and all amounts so paid by the Village shall constitute an obligation on the part of the Commercial Operator becoming immediately due and payable. The Village's rights in this paragraph are in addition to any other remedies it may have.

All certificates of coverage displaying requirements (i.e. additional insured's waiver of subrogation, notice of cancellation) shall be issued directly from the insurance carrier.

The failure of the Operator to comply with the insurance provisions of this section shall be considered default by the Operator and sufficient grounds to terminate this Agreement.

Section 11. Fees, Licenses, and Taxes. The Operator shall pay all fees, licenses, and taxes on personal property use in the operation of its business.

Section 12. Service Standards. The Operator agrees:

- (a) To furnish good, prompt, and efficient services adequate to meet all reasonable demands for goods and services of the kinds it renders at the Airport; and
- (b) To furnish goods and services on a fair, equal, and non-discriminatory basis to all users thereof; and
- (c) To charge fair, reasonable, and non-discriminatory prices for all goods and services provided by the Operator hereunder, provided that the Operator shall be allowed to give reasonable and non-discriminatory discounts, rebates, or similar types of price reductions; and
- (d) That the facilities of the Operator for the purpose of providing goods and services at the Airport shall remain open for such periods during each day and such days during each week as may be necessary to meet reasonable demands for such goods and services.

Section 13. Non-Exclusive Use. This Agreement shall in no way convey the exclusive use of any part of the Airport, except those portions exclusively leased to, or provided to, the Operator and as specifically allowed herein, and shall not be construed as providing any special privilege for any public portion of the Airport, with the exception of priority use of the adjacent ramp area as provided above. The Village reserves the right to lease to other parties any other portion of the Airport for any purpose deemed suitable for the Airport by the Village.

Section 14. Assignment. The Operator shall not assign any rights provided in this Agreement without the specific prior written consent of the Village. Any such unauthorized assignment shall be void and shall be cause for immediate termination of this Agreement.

Section 15. Transfer of Stock or Ownership of Operator. The Operator understands and agrees that this Agreement is non-transferable and, during the term of this Agreement, any

transfer of a controlling ownership interest in the Operator shall be cause for immediate termination of this Agreement.

Section 16. Agreements of Village with United States, State of Illinois, or Agencies. The terms and conditions of this Agreement shall not be construed to prevent the Village from making any commitments it desires to the United States Government, or to the State of Illinois, or to any agency thereof, so as to qualify for the expenditure of federal or State funds at the Airport. This Agreement shall be subordinate to the provisions of any existing or future agreement between the Village, or its predecessors or successors, and the United States or the State of Illinois, relative to the operation or maintenance of the Airport, the execution of which has been made or may be required as a condition precedent to the expenditure of federal or State funds for the development of the Airport.

Section 17. Rules, Regulations, Minimum Standards, and Codes. The Operator agrees to comply with, and be subject to, all of the following:

- (a) The Airport Rules and Regulations and the Airport Minimum Standards adopted by the Village, as amended from time to time, regarding the management, use, and operation of the Airport; and
- (b) All applicable Federal, State, and Village building, zoning, and hazard codes; and
- (c) All applicable governmental rules, regulations, standards, and requirements relating to the storage and disposal of aviation fuel or any other toxic materials and contaminants. The Operator shall be solely responsible for obtaining and maintaining all necessary permits for storage and disposal and shall provide the Village with copies of such permits and evidence of compliance with the terms and conditions thereof. Improper storage or disposal of toxic materials or contaminants shall be grounds for termination of this Agreement. The Operator shall be responsible for the costs of correcting any contamination or damage to the leased premises and facilities and/or adjacent areas caused by it or its agents' improper storage, disposal, or use of any such materials, and such responsibility by the Operator shall survive the termination of this Agreement.

Section 18. Notices. Whenever any notice or payment is required by this Agreement to be made, given, or transmitted to the parties hereto, such notice or payment shall be deemed delivered if given in person or by registered or certified mail as follows:

If to the Village:

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

If to the Operator:

AKC Aviation
8421 Pyott Road
Lake in the Hills, Illinois 60156

Section 19. Waiver of Terms. The waiver by the Village to the Operator of any breach of any term, covenant, or condition herein contained shall not be deemed waiver of a subsequent breach.

Section 20. Construction. This Agreement shall be construed in accordance with the laws of, but not the conflict of laws rules of, the State of Illinois. This Agreement constitutes the entire Agreement between the parties, and it may not be altered, amended, or modified except by written agreement of all parties hereto. The Operator and the Village expressly consent to jurisdiction in the Circuit Court of the Twenty-second Judicial Circuit, McHenry County, Illinois.

Section 21. Termination.

- (a) The Village may terminate this agreement with respect to the Operator at any time if the Operator fails to comply with any other provisions of this Agreement.

The Village shall first notify the Operator in writing of the failure to comply. If the Operator does not correct the failure and fully comply within 30 days after delivery of said notice, then the Village may terminate this Agreement immediately by written notice of termination. Upon delivery of said termination notice, all rights of the Operator shall be canceled.

- (b) The Operator may terminate this Agreement at any time upon 90 days written notice to the Village. In the event of such termination, the Operator shall pay all charges due as of said termination date within 30 days thereafter.

Section 22. Additional Remedies of the Village. In addition to the provisions of Section 21 above, in the event of any failure of the Operator to comply with any term, condition, or covenant of this Agreement, the Village may seek further relief and additional remedies to the fullest extent permitted by law, including but not limited to monetary damages and injunctive relief.

IN WITNESS WHEREOF, the Village and Operator set their hands and seals as of the date first written above.

VILLAGE OF LAKE IN THE HILLS

COMMERCIAL OPERATOR

RAY BOGDANOWSKI
VILLAGE PRESIDENT

KENT SEAVER
TITLE:

ATTEST:

ATTEST:

SHANNON DUBEAU
VILLAGE CLERK

By:

(Seal)

Exhibit A

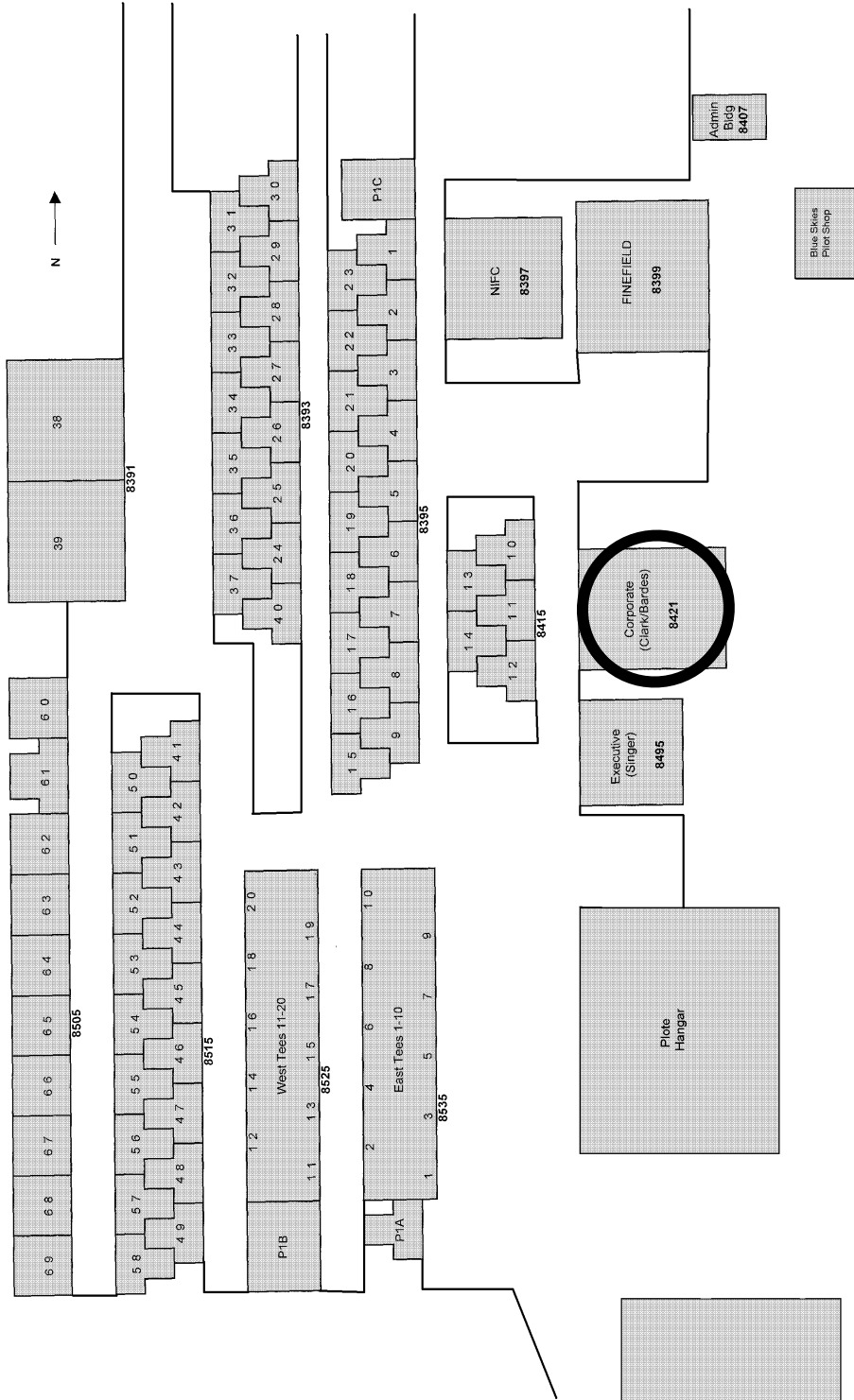


Exhibit B

COMMERCIAL ACTIVITY FEE SCHEDULE

Persons desiring to conduct one or more of the Activities set forth below shall pay the listed fees for each activity category to be engaged in:

Category	Monthly Fee (unless noted)
Aircraft Charter / Air Taxi Service	\$100.42 per aircraft per month
Flight Instruction / Aircraft Rental / Flying Clubs	\$51.83 per aircraft per month
Flight Instructors	\$95.03 per year
Aircraft Maintenance	\$124.17 per Airframe, Power Plant, or Avionics and Instrument Repair Mechanic (first two) PLUS \$32.40 for each additional mechanic per month
Aircraft Sales	\$305.58 per year
Aircraft Storage	\$18.36 per aircraft per month for all aircraft not owned by the hangar owner
Assistance to Home-Built Aircraft Owners	\$30.56 per aircraft per month
Hot Air Balloon Operators	0-15 operations per year: \$152.79 16-30 operations per year: \$400.00 31+ operations per year: \$150 for every 10 operations above 30
Mechanic for Assistance to Home-Built Aircraft Owners	\$95.03 per month (If mechanic is included as a mechanic within another commercial activity at this airport, then no fee is Required)



INFORMATIONAL MEMORANDUM

MEETING DATE: March 8, 2022

DEPARTMENT: Community Development

SUBJECT: Updates to Chapter 24 of the Municipal Code

EXECUTIVE SUMMARY

To promote and protect the safety and welfare of the residents of Lake in the Hills, staff is proposing updates to Chapter 24 (building regulations) of the Municipal Code. The proposed updates to the chapter include adopting by reference the most recently published International Series of Building Codes (2021 editions), National Electrical Code (2020 edition), and the most current state mandated codes that apply to building construction at the local level. The state codes pertain to plumbing, energy conservation, and accessibility of buildings. These updates are provided as an informational item in order to solicit comments and questions from the Village Board. A final draft with any recommended changes will be provided for adoption at the second set of Village Board meetings in March.

An update will provide a unified approach for all building codes that will be in effect in the Village of Lake in the Hills. Chapter 24 is being reformatted to locate local provisions within the context of the codes, and to generally improve the formatting of the chapter. Where provisions appear to be removed, they have either been addressed by the new code editions, or relocated to the administrative sections of this Chapter.

Amendments and insertions to the model codes that are adopted by reference in the chapter, are proposed for the following reasons:

- To maintain coordination with ordinance provisions currently in effect in our Village, including provisions within other chapters of the Municipal Code.
- To address local construction practices.
- To have clearly stated, therefore user-friendly, building and property maintenance codes.

Comparable Communities:

A survey of communities indicates that the Village should adopt an updated building code which can best be addressed by adopting the latest published codes of the International Code Council (ICC Codes). Additionally, the Village will benefit in higher scoring with the ISO (Insurance Service Organization) upcoming review for building permitting operations by having the most up-to-date model codes adopted. This will also position the Village to maintain an elevated ISO score through the next ISO review cycle in three years.

VILLAGE OR CITY	ICC model codes adopted	IRC edition currently adopted	IBC edition currently adopted	LOCAL AMENDMENTS
CARY	✓	2003	2003	Yes
LAKEWOOD	✓	2006	2006	Yes
HUNTLEY	✓	2012	2012	Yes
LAKE IN THE HILLS	✓	2012	2012	Yes
CRYSTAL LAKE	✓	2018	2018	Yes
ALGONQUIN	✓	2018	2018	Yes

FINANCIAL IMPACT

The approved FY 2022 budget amount for Community Development Department publications is \$800.00. This will be used for purchasing code and training publications. The 2022 training budget for the Community Development Department’s three inspectors and assistant director is \$6,500, of which \$5,000 is allocated for staff training and ICC certifications pertaining to adoption of new codes.

ATTACHMENTS

1. Draft of Chapter 24 update

SUGGESTED DIRECTION

Provide comments for direction pertaining to proposed ordinance modifications to Chapter 24 of the Municipal Code.

CHAPTER 24
BUILDING CODE

24.01	Adoption of Building Codes
24.02	Building Codes- General Provisions
24.03	Building Permits
24.04	Permit Fees
24.05	Consultant Fees
24.06	Project Surety
24.07	Permit Construction
24.08	Driveways, Parking Lots, and Private Streets
24.09	Storm Drainage Piping
24.10	Boat, Fishing, and Swimming Piers and Docks
24.11	Certificate of Occupancy
24.12	Appeals
24.13	Continuation of Rights
24.14	Penalties
24.15	Modifications to the Residential Code
24.16	Modifications to the Commercial Building Code
24.17	Modifications to the Fire Code
24.18	Modifications to the Electrical Code
24.19	Modifications to the Mechanical Code
24,20	Modifications to the Fuel Gas Code
24.21	Modifications to the Property Maintenance Code
24.22	Modifications to the Swimming Pool and Spa Code
24.23	Modifications to the Plumbing Code
24.24	Modifications to the Energy Conservation Code
24.25	Modifications to the Accessibility Code

24.01 ADOPTION OF BUILDING CODES

(A) The following code publications are hereby adopted by reference and made part of this Chapter, the Village Building Code, subject to modifications set forth herein, and shall be applicable to the Village:

- (1) International Residential Code, 2021 edition, including Appendices AA, AB, AC, AF, AG, AH, AJ, AK, and AW, published by the International Code Council, Inc.
- (2) International Building Code, 2021 edition, including Appendices G, H, J, and K, published by the International Code Council, Inc.

- (3) International Fire Code, 2021 edition, including Appendices B, C, D, E, F, G, H, I, and J published by the International Code Council, Inc.
- (4) National Electrical Code, 2020 edition, published by the National Fire Protection Association, Inc.
- (5) International Mechanical Code, 2021 edition, published by the International Code Council, Inc.
- (6) International Fuel Gas Code, 2021 edition, published by the International Code Council, Inc.
- (7) International Property Maintenance Code, 2021 edition, published by the International Code Council, Inc.
- (8) International Swimming Pool and Spa Code, 2021 edition, published by the International Code Council, Inc.
- (9) Illinois Plumbing Code, 2014 edition, published by the Illinois Department of Public Health.
- (10) International Energy Conservation Code, 2018 edition, as amended by the State, and published by the Illinois Environmental Protection Agency.
- (11) Illinois Accessibility Code, 2018 edition, published by the Illinois Capitol Development Board.

24.02 BUILDING CODES- GENERAL PROVISIONS

- (A) Each code adopted in this Chapter is subject to the following provisions:
 - (1) When any code or section of code conflicts with any other code or code section, the most stringent code or code section shall prevail.
 - (2) All words contained in the codes which refer to the municipality or other words of similar meaning shall mean the Village of Lake in the Hills.
 - (3) The words "municipal authority" or "government authority" or words of similar meaning shall,

for purposes of this Chapter, mean the Board of Trustees.

- (4) The words "enforcing officer," "hearing officer," "building inspector," "building official" or other words of similar meaning shall refer to the person or entity designated by the Board of Trustees or Village Administrator to act in that capacity.

24.03 BUILDING PERMITS- GENERAL PROVISIONS

- (A) No building or structure shall hereafter be erected, altered, or demolished until a building permit authorizing such erection or alteration is issued by the Community Development Department. A permit shall not be issued unless proposed construction and land use complies with the ordinances of the Village.
- (B) The Community Development Department reserves the right to require an Illinois licensed design professional's signature and seal on permit submissions.
- (C) As a condition of issuance of a building permit, there shall be an approved subsurface in place on any street providing access to the lot.
- (D) Building permits shall expire if an approved final inspection is not completed within the following designated periods after a building permit is issued:
 - (1) New single and multi-family dwellings: 365 days.
 - (2) New commercial/industrial buildings: 365 days.
 - (3) Remodeling, additions, commercial build-outs, detached garages, and all others: 180 days.
- (E) After a building permit has expired and if the work is incomplete, no work may be undertaken unless the permit has been extended. Permit extensions shall require the payment of an extension fee as set forth

in the Comprehensive Fine and Fees Schedule of the Municipal Code.

- (F) Residential Disclosure Statements, shall be required per the provisions of Chapter 19 of the Municipal Code.

24.04 PERMIT FEES

- (A) Permit fees shall be calculated per the requirements of the Comprehensive Fine and Fees Schedule of the Municipal Code.
- (B) Within 30 days after the issuance of a permit and before any inspections have been done, if the permit holder cancels the work for which the permit has been issued, a refund of permit fees, as determined by the Community Development Director, may be administered.

24.05 CONSULTANT FEES

- (A) The Village reserves the right to determine if document review and inspection assistance is necessary from outside agencies and consultants based on the scope of the permit. If required, permit applicants shall file with the Village the Reimbursement of Fees Agreement with monetary deposit per the requirements of Chapter 44 of the Municipal Code. Permit applicants shall bear the cost of any fees charged by consultants plus Village administrative fees.

24.06 PROJECT SURETY

- (A) Before the issuance of a building permit for any construction involving the erection of a new commercial principle structure, major commercial renovation, parking lot construction, and the like, a surety instrument shall be submitted for approval by the Village, per the requirements of the Sub-Division Control Ordinance of the Village.

24.07 PERMIT CONSTRUCTION- GENERAL PROVISIONS

- (A) No excavation or ground stripping will be allowed prior to issuance of a building permit without the express

written permission of the Community Development Department.

- (B) The lot address shall be posted prior to any work at the site for which a building permit has been issued.
- (C) Site access shall have a minimum of a 4-inch thick stabilized gravel surface from street access to the approved designated construction parking area and work zone, prior to any site excavation.
- (D) Upon completion of the building foundation, a spot survey shall be submitted to the Community Development Department for review and approval. The survey must be signed and sealed by a State of Illinois licensed design professional and be prepared to the current Illinois Minimum Standards for a Boundary Survey, and reflect the actual location and elevation of the structure. Completion of the structure shall continue only after the survey has been approved by the Community Development Department. Any additional fees applicable to any reviews needed due to revising the grading plan, or modifying the foundation, shall be paid by the permit holder.
- (E) If construction activity poses any health and safety risks to the general public, the site hazards must be abated to the satisfaction of the Community Development Department in the time period prescribed.
- (F) A final inspection by the Community Development Department will be required for each permit issued.
- (G) The Village reserves the right to require future special inspections should conditions warrant.
- (H) Construction not completed by the permit holder within the prescribed time of the permit, or approved permit extension, will constitute a violation of the Building Code and is subject to penalty.
- (I) For right-of-way permit requirements, see Chapter 6 of the Municipal Code.

24.08 DRIVEWAYS, PARKING LOTS, AND PRIVATE STREETS

- (A) Permits from the Community Development Department are required for the installation, alteration, repair, or replacement of any driveway, parking lot, or private street with any of the following conditions:
 - (1) Any pavement reconstruction or resurfacing over 100 square feet.
 - (2) Any restriping of existing parking spaces.
 - (3) Any hard surface repairs or construction which abuts a public improvement, except for patches less than four square feet in area.
 - (4) Any work which changes the capacity, access, or drainage of a public improvement.
- (B) Driveways shall be constructed pursuant to the provisions of the Zoning Ordinance, and shall be of dust free, hard surface materials extending from street access to the designated parking area or structure.
- (C) A corrugated metal culvert shall be installed under the driveway, at the owner's expense, where curb, gutter or storm sewers are not provided. The diameter and length of the culvert shall be approved by the Department of Public Works. A culvert shall extend a minimum of two feet on each side of the driveway.

24.09 STORM DRAINAGE PIPING

- (A) Drainage piping may be connected directly to a storm sewer where deemed necessary by the Director of Public Works. Prior to any work on such a connection, a permit application submittal shall be made to the Public Works Department for review approval and permit issuance prior to the execution of the work.
- (B) Storm water discharged from downspouts and sump pumps shall not be diverted onto adjacent property, or cause a run-off issue for adjacent property, rights-of-way, or common areas.
- (C) Any storm water drainage piping on private property shall terminate a minimum distance of six feet within the property lines of the lot.

24.10 BOAT, FISHING, AND SWIMMING PIERS AND DOCKS

- (A) No pier shall be erected, reconstructed, relocated, or structurally altered unless a building permit is first applied for and issued in accordance with the Village Building Code, Stormwater Ordinance, and any applicable requirements of the Army Corps of Engineers.
- (B) Only one pier or dock structure shall be permitted per zoning lot.
- (C) All piers and docks must be securely anchored to the shoreline. No pier shall be anchored such that its furthest point in the water is further than 20 feet from the shoreline.
- (D) No pier or dock shall project more than 20 feet into the waterway and be no greater than 10 feet in width. For portions of piers and docks parallel to the shoreline, no portion shall be greater than 20 feet long, or more than 10 feet in width.

24.11 CERTIFICATE OF OCCUPANCY

- (A) No building or structure for which a building permit has been issued for new construction of a principle structure, tenant space build-out, major alteration, or renovation shall be occupied until a Certificate of Occupancy has been issued by the Community Development Department. The Certificate of Occupancy shall be issued only after the Director of Community Development or designee determines that the building or structure has been erected or altered in conformance with the provisions of this Chapter, and other agency regulations as applicable to the project. The project shall comply with the permit requirements as set forth for the project.
- (B) Prior to the issuance of a Certificate of Occupancy the following conditions must be met as applicable to the project:
 - (1) The permit holder shall submit a final grading survey to the Community Development Department for review and approval. The survey must be signed

and sealed by a State of Illinois licensed design professional and be prepared to the current Illinois Minimum Standards for a Boundary Survey.

- (2) The water meter for the building shall be inspected and approved by the Village Public Works Department.
 - (3) The name and contact information for the property owner shall be submitted to the Village Finance Department.
 - (4) A maintenance bond, meeting the requirements of the Subdivision Control Ordinance as applicable to the project, shall be placed on file with the Village for a two-year period.
 - (5) Permit inspection approvals shall be complete as applicable to the project.
- (C) A temporary certificate of occupancy may only be issued for a specific time period to allow completion of permit work which has been delayed by weather, unforeseen events, or to allow for stocking and training of staff to occur at a business prior to full completion of the work. The Director of Community Development or designee shall render a decision based on life-safety and provisions of this Chapter and Code, if a temporary occupancy certificate may be issued. Temporary occupancy certificates shall be issued in the following manner:
- (1) Conditions to reach full completion of the project prior to expiration of the permits, shall be listed on the temporary occupancy certificate.
 - (2) The property owner shall sign the certificate in acknowledgement of the listed conditions requiring completion, and shall obtain a final certificate of occupancy prior to expiration of permits.
 - (3) A surety deposit shall be filed with the Village for incomplete grading, landscaping, or pavement work equal to 150 percent of the cost of the remaining work. Cost estimates to determine

surety amounts are subject to the review and approval of the Village.

- (4) If the conditions of the temporary occupancy certificate are not met as set forth, the property owner shall be subject to penalty for incomplete work in violation of this Code.

24.12 APPEALS

- (A) An appeal may be taken from any denial by the Director of Community Development or designee of a permit application or condition by any person, firm or corporation aggrieved thereby. The appeal must be filed within 14 days after the Director of Community Development or designee's decision by filing a Notice of Appeal with the Village. The appeal must be based on a claim that the true intent of this code, or the rules legally adopted thereunder have been incorrectly interpreted, the provisions of this code do not fully apply, or an equally good or better form of construction is proposed.
- (B) The Board of Trustees shall select a reasonable time and place for a hearing on the appeal, shall give due notice thereof to all interested parties, and shall render a written decision on the appeal without unreasonable delay. Any person may appear at the hearing and present testimony in person, or through an authorized agent.

24.13 CONTINUATION OF RIGHTS

- (A) Periodic modification of this Chapter, or in the Building Codes hereby adopted, shall not be construed to affect any suit or proceeding pending in any court, or any cause of action acquired or existing, under any act or ordinance, nor shall any legal right or remedy be lost, impaired, or affected.

24.14 PENALTIES

- (A) Any person who violates any provision of this Chapter or the Building Codes, or fails to comply with any of the requirements thereof, or excavates, erects, constructs, alters, repairs, or remodels a building or

structure in violation of permit requirements, shall be subject to penalty as set forth in the Comprehensive Fine and Fee Schedule of the Municipal Code, plus the Village's cost of prosecution. Each day that a violation continues may be deemed a separate offense.

- (B) It is hereby declared that any violations of this Chapter constitute a public nuisance, and in addition to any other remedies provided by this Code for its enforcement, the Village may bring civil suit to enjoin the violation of any provisions of this Code.
- (C) If for any reason one or more sections, sentence, clause or parts of this Code are held invalid, such judgment shall not affect, impair, or invalidate the remaining provisions.
- (D) Any construction that is started prior to the issuance of a building permit may result in a double permit fee as determined by the Director or Community Development or designee.
- (E) Any person who shall continue any work in or about the structure after having been served with a stop order, except such work as he or she is directed to perform to remove a violation or unsafe condition, shall be liable to a fine plus the Village's costs of prosecution. Each day that a violation continues may be deemed a separate offense.

24.15 MODIFICATIONS TO THE RESIDENTIAL CODE

- (A) *Section R101.1* is amended to read as follows:
These provisions shall be known as the Residential Code for One- and Two-Family Dwellings in the Village of Lake in the Hills, and shall be cited as such and will be referred to herein as "this code".
- (B) *Section R102.2 Exception* first sentence is amended to read as follows:
The following shall be permitted to be constructed in accordance with this code.
- (C) *Section R105.2* is deleted.
- (D) *Section R105.2.2.1* is added to read as follows:

Replacement or repair of two or more fence panels and/or three or more fence posts shall require a permit.

- (E) *Section R105.2.2.2* is added to read as follows:
The repair or replacement of an aggregate total area of 200 square feet or more of either siding finish material or roofing finish material, per structure on a zoning lot, for a single event, shall require a permit.
- (F) *Section R107.1* first sentence is amended to read as follows:
The building official is authorized to issue a permit for temporary structures.
- (G) *Section R108.2* is amended by adding:
The fees are established by the Village in the Comprehensive Fine and Fee Schedule of the Municipal Code.
- (H) *Section R110.2* is amended to read as follows:
Changes in the character or use of an existing structure shall not be made except as specified in Appendix AJ.
- (I) *Section R112.1* is amended by deleting "The board of appeals shall be appointed by the governing body and shall hold office at its pleasure," and inserting "the Village Board shall be the Board of Appeals."
- (J) *Section R112.3* is deleted.
- (K) *Section R301.1.4* is deleted.
- (L) *Table R301.2* is completed to read as follows:

ground snow load	25 lbs./ s.f.
wind speed- 3 sec. gust	115 mph
topographic effects	No
special wind region	No
windborne debris Zone	No
seismic design category	A
weathering	Severe
frost line depth	42 inches below grade
termite	Moderate
ice barrier underlayment required	Yes

Flood hazards	Reference web site- msc.fema.gov
Air freezing index	2,000
Mean annual temperature	47.8 degrees Fahrenheit
Table 301.2 (continued)	
Elevation	745
Altitude correlation factor	0.0
Coincident wet bulb	74 degrees Fahrenheit
Indoor winter design dry-bulb temperature	72 degrees Fahrenheit
Outdoor winter design dry-bulb temperature	-4 degrees Fahrenheit
Heating temperature difference	76 degrees Fahrenheit
Latitude	42.186729
Daily range	M
Indoor summer design relative humidity	50%
Indoor summer design dry-bulb temperature	75 degrees Fahrenheit
Outdoor summer design dry-bulb temperature	89 degrees Fahrenheit
Cooling temperature difference	14 degrees Fahrenheit

- (M) *Section R309.6* is added to read as follows:
Every dwelling unit shall have an attached or detached garage on the zoning lot upon which it is constructed. Said garage shall be at least 12' wide and 20' deep, and shall be connected to the street by a driveway constructed pursuant to the Village ordinances. A garage shall have a minimum 8 feet wide by 7 feet high access door.
- (N) *Section R310.7* shall be amended to read as follows:
New sleeping rooms and habitable rooms created in an existing basement shall be provided with emergency escape and rescue openings in accordance with Section R310.1 or the exception to this section.
- (O) *Section R311.2* first sentence is amended to read as follows:
Not less than two egress doors shall be provided for each dwelling unit.

- (P) *Section 312.3* is added to read as follows:
Guards for decks, balconies or raised floor surfaces shall not be constructed to serve as privacy panels screening. Fencing shall not be used in place of guardrails constructed per the requirements of this code.
- (Q) *Section R313.1* shall be amended to read as follows:
An automatic sprinkler system shall be an optional installed system in townhouses.
- (R) *Section R313.2* shall be amended to read as follows:
An automatic sprinkler system shall be an optional installed system in one- and two- family dwellings.
- (S) *Section R314.2* shall be amended to read as follows:
Smoke/carbon monoxide combination detector units shall be provided in accordance with this section.
- (T) *Section R314.5* shall be amended to read as follows:
Combination smoke and carbon monoxide alarms shall be required.
- (U) *Section R314.7.4* Shall be amended to read as follows:
Combination smoke and carbon monoxide detectors shall be required to be installed in fire alarm systems. They shall be listed in accordance with UL 268 and UL 2075.
- (V) *Section R315.4* shall be amended to read as follows:
Combination smoke and carbon monoxide alarms shall be required to be used.
- (W) *Section R322.1.7* last sentence shall be amended to read as follows:
New and replacement sanitary sewage systems shall be designed to eliminate infiltration of floodwaters into systems and discharges from systems into floodwaters in accordance with the plumbing provisions of the State of Illinois Plumbing Code and the requirements of the Lake in the Hills Sanitary District.
- (X) *Section R322.1.9* is deleted.
- (Y) *Section R401.1* last sentence to the first paragraph is amended to read as follows:

Wood foundations below grade shall be prohibited and the exceptions listed below shall not apply.

- (Z) *Section R402.1* is deleted.
- (AA) *Section R403.3* is deleted.
- (BB) *Section R404.1.8* shall be amended to read as follows:
Rubble stone masonry foundations shall not be permitted for new construction.
- (CC) *Section R504* is deleted.
- (DD) *Section R506.2.2* is amended by adding the following at the end of the first paragraph:
A minimum of a 4-inch compacted CA-6 gravel base or equivalent shall be placed under all exterior slabs. All slabs shall be reinforced with fiber-mesh, welded-wire fabric, or an equivalent.
- (EE) *Section R506.2.2* the exception is deleted.
- (FF) *Section R506.2.3* exception no. 1 and no. 2 are deleted.
- (GG) *Section R507.3* all exceptions are deleted.
- (HH) *Section R507.3.2* is amended to read as follows:
Deck footings shall extend to a minimum depth of 42 inches below grade.
- (II) *Section R1004.6* shall be added to read as follows:
Factory-built fireplace chases shall be insulated to the equivalent standards of adjacent habitable room walls and shall be fully lined with 5/8-inch thickness type 'X' gypsum board placed over the insulation, taped and sealed.
- (JJ) *Chapter 11* is deleted
- (KK) *Section M1603* is added to read as follows:
There shall be a return air vent in every habitable room.
- (LL) *Chapter 25, 26, and 27* are deleted.
- (MM) *Section P2901.1* shall be amended to read as follows:

Potable water shall be supplied to plumbing fixtures and plumbing appliances.

- (NN) *Section P2903.1* shall be amended to read as follows:
The water service and water distribution system shall be designed per Chapter 45 of the Village of Lake in the Hills Municipal Code and the State of Illinois Plumbing Code as amended in the Building Code. Subsections P2903.2 through P2903.11 are deleted.
- (OO) *Section P2909 through P2913* are deleted.
- (PP) *Chapter 30, 31 and 32* are deleted.
- (QQ) *Section E3401* shall be amended to read as follows after the last sentence:
See the National Electrical Code as adopted and amended.
- (RR) *AJ104.1* the exception is deleted.
- (SS) *Section AJ07.2* is amended to read as follows:
Where any water closet is replaced, the replacement shall comply with the State of Illinois Plumbing Code.
- (TT) *Section AJ107.3* is amended to read as follows:
Repair or replacement of existing electrical wiring and equipment shall comply with the National Electrical Code as adopted and amended.

24.16 MODIFICATIONS TO THE COMMERCIAL BUILDING CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Building Code of the Village of Lake in the Hills, hereinafter referred to as "this code."
- (B) *Section 101.4.3* is amended to read as follows:
The provisions of the State of Illinois Plumbing Code shall apply to the installation, alteration, repair, and replacement of plumbing systems, including equipment, appliances, fixtures, fittings, and appurtenances, and where connected to a water or sewage system and all aspects of a medical gas system. The provisions of the Lake in the Hills Sanitary District standards shall apply to sewage disposal systems.
- (C) *Section 101.4.6* is amended to read as follows:

The provisions of the International Energy Conservation Code as amended by the State of Illinois, shall apply to all matters governing the design and construction of buildings for energy efficiency.

- (D) *Section 101.4.7* is deleted.
- (E) *Section 102.6* is amended to read as follows:
The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as otherwise specifically provided in this code, the International Fire Code, the International Property Maintenance Code, or any provision of the Municipal Code.
- (F) *Section 103.1* is amended to read as follows:
The Community Development Department is hereby created and the appointed official shall be known as the "building official".
- (G) *Section 105.2* is deleted.
- (H) *Section 109.2* is amended by adding:
The fees are established by the Village in the Comprehensive Fine and Fee Schedule of the Municipal Code.
- (I) *Section 113.1* is amended by deleting "The board of appeals shall be appointed by the governing body and shall hold office at its pleasure," and inserting "the Village Board shall be the Board of Appeals."
- (J) *Section 113.3* is deleted.
- (K) *Section 1612.3* second sentence is amended to read as follows:
The flood hazard map shall include areas of special flood hazard as identified by the Federal Emergency Management Agency (FEMA), for the Village of Lake in the Hills, as amended or revised with the accompanying Flood Insurance Rate Map (FIRM) and Flood Boundary and Floodway Map (FBFM) and related supporting data along with any revisions thereto.
- (L) *Section 1807.1.3* is deleted.
- (M) *Section 1807.1.4* is deleted.

- (N) *Section 1809* is deleted.
- (O) *Section 1809.12* is deleted.
- (P) *Section 2101.4* is added to read as follows:
Masonry aesthetics. In the B-1, B-2, or B-3 Business District, every new building constructed, or existing building rebuilt with work including the reconstruction of exterior elevations, and the valuation of the reconstruction is more than 50 percent of the total building value prior to reconstruction, shall construct decorative exterior elevations consisting of a minimum of 75 percent brick, stone, or other masonry material. Percentage of elevation finishes are calculated per elevation. The percentage is determined by the total square footage measured from the grade to the eave line, or top of parapet, not including areas of windows, doors, and mechanical equipment.

In the B-4 Business, M-1 and M-2 Manufacturing, or AD-2 Airport Districts, the minimum percentage of decorative masonry shall be 33 percent per elevation.

In reviewing any waiver of these requirements, the Board of Trustees may consider the extent of work to be performed, and/or architectural context of the building's location.

- (Q) *Section H101.2* is deleted.
- (R) *Section H108* is deleted.
- (S) *Section H109* is amended by inserting as the first sentence: See the Zoning Ordinance Sign Section for the permitted heights of signs.
- (T) *Section H109.2* is deleted.
- (U) *Section H109.3* is deleted.
- (V) *Section H110* is deleted.
- (W) *Section H113* is deleted.

- (X) *Section J103.1* is amended by deleting the last sentence of the first paragraph.
- (Y) *Section J103.2* is deleted.

24.17 MODIFICATIONS TO THE FIRE CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Fire Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section 112.4* is amended to read as follows:
Persons who violate a provision of this code may be subject to penalty per the provisions of the Municipal Code.
- (C) *Section 5704.2.9.6.1* is amended to read as follows:
Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all R-residential zoning districts.
- (D) *Section 5706.2.4.4* is amended to read as follows:
Storage of Class I and II liquids in above-ground tanks outside of buildings is prohibited in all R-residential zoning districts.
- (E) *Section 5806.2* is amended to read as follows:
Storage of flammable cryogenic fluids in stationary containers outside of buildings is prohibited in all R-residential zoning districts.
- (F) *Section 903.2.8* is amended to read as follows:
An automatic sprinkler system installed in accordance with *Section 903.8* shall be provided throughout all buildings with a Group R fire area that fall under the scope of the Commercial International Building Code with the exception of attached townhouse units as defined in the code.
- (G) *Section 5601.1.3* exceptions are deleted.

24.18 MODIFICATIONS TO THE ELECTRICAL CODE

- (A) *Section 230.70.1* shall be added to read as follows:
A minimum of a 200-ampere electrical service shall be required for all replacement services in commercial

tenant spaces, installations in all new commercial buildings, and new and replacement services in one- and two- family dwellings subject to space limitations and code required clearances.

- (B) *Section 250.104(D)(1)(a)* shall be added to read as follows:
A building's electrical service shall be bonded, and grounded to the street side of the water meter.
- (C) *Section 300.1(A)(1)* shall be added to read as follows:
Electric Metallic Tubing (EMT) metallic conduit shall be used for raceway material in all new buildings. Metal-clad cable whips shall be limited to retrofits and alterations where space or structural limitations, or disturbance of finished surfaces does not allow for the installation of EMT metallic conduit. Flexible mineral- sheathed cable shall not be used for new installations or alterations.

24.19 MODIFICATIONS TO THE MECHANICAL CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Mechanical Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section 103.1* first sentence is amended to read as follows:
The Community Development Department is hereby created and the appointed official shall be known as the code official.
- (C) *Section 106.2* is amended by deleting no. 4.
- (D) *Section 114.1* is amended by deleting "The board of appeals shall be appointed by the governing body and shall hold office at its pleasure," and inserting "the Village Board shall be the Board of Appeals."
- (E) *Section 115.4* is amended to read as follows:
Persons who violate a provision of this code may be subject to penalty per the provisions of the Municipal Code.

- (F) *Section 1002.1* is amended by changing references from the International Plumbing Code to the State of Illinois Plumbing Code.
- (G) *Section 1201.1* is amended by changing reference from the International Plumbing Code to the State of Illinois Plumbing Code.
- (H) *Section 1201.1* is amended by changing reference from the International Plumbing Code to the State of Illinois Plumbing Code.
- (I) *Section 1401.2* is amended by changing references from the International Plumbing Code to the State of Illinois Plumbing Code.

24.19 MODIFICATIONS TO THE FUEL GAS CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Fuel Gas Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section 103.1* first sentence is amended to read as follows:
The Community Development Department is hereby created and the appointed official shall be known as the code official.
- (C) *Section 115.4* is amended to read as follows:
Persons who violate a provision of this code may be subject to penalty per the provisions of the Municipal Code.
- (D) *Section 618.7* is added to read as follows:
There shall be a return air vent in every habitable room or habitable space as defined by the code.

24.21 MODIFICATIONS TO THE PROPERTY MAINTENANCE CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Property Maintenance Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section 103.1* is amended to read as follows:

The Community Development Department is hereby created and the appointed official shall be known as the code official.

- (C) *Section 107.1* is amended by deleting "The board of appeals shall be appointed by the governing body and shall hold office at its pleasure," and inserting "the Village Board shall be the Board of Appeals."
- (D) *Section 108.1* is deleted.
- (E) *Section 302.4* is amended to read as follows:
Premises and exterior property shall be maintained free from weeds or plant growth in excess of eight inches in height. Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, dandelions, annual plants and vegetation, other than trees or shrubs provided; however, this term shall not include cultivated flowers, garden plants, and/or wildflower gardens.
- (F) *Section 304.14* first sentence is amended to insert the date range of April 1st to November 31st.
- (G) *Section 502.5* is amended to read as follows:
Toilet facilities shall be maintained in a safe, sanitary, and working condition in accordance with the State of Illinois Plumbing Code.
- (H) *Section 602.2* is amended by changing reference from the International Plumbing Code to the State of Illinois Plumbing Code.
- (I) *Section 602.3* is amended to insert the date range of January 1st to December 31st and changing reference from the International Plumbing Code to the State of Illinois Plumbing Code.
- (J) *Section 602.4* is amended to insert the date range of January 1st to December 31st.
- (K) *Section 704.6* is amended to read as follows:
Single and multiple-station smoke and carbon monoxide alarms shall be installed in existing R occupancies in accordance with Sections 704.6.1.1 through Section 704.6.1.4.

24.22 MODIFICATIONS TO THE SWIMMING POOL AND SPA CODE

- (A) *Section 101.1* is amended to read as follows:
These regulations shall be known as the Swimming Pool and Spa Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section 103.1* first sentence is amended to read as follows:
The Community Development Department is hereby created and the appointed official shall be known as the code official.
- (C) *Section 111.1* is amended by deleting "The board of appeals shall be appointed by the governing body and shall hold office at its pleasure," and inserting "the Village Board shall be the Board of Appeals."
- (D) *Section 111.3* is deleted.
- (E) *Section 112* is deleted.
- (F) *Section 113.4* is amended to read as follows:

Persons who violate a provision of this code may be subject to penalty per the provisions of the Municipal Code.
- (G) *Section 301.2* shall be added to read as follows:
Public swimming pools, public spas, and aquatic recreational facilities shall comply with the codes contained herein, and the applicable regulations of McHenry County, and the State of Illinois.
- (H) *Section 302.2* shall be amended to read as follows:
Piping and fittings for water service, makeup, and drainage piping for pools and spas, shall comply with the State of Illinois Plumbing Code. Fittings shall be approved for installation with the piping installed.
- (I) *Section 305.5 No.1* shall be amended by adding after the last sentence as follows:
Sections of pool walls that extend a minimum distance of 48 inches above finished grade, and that portion of the pool wall serves as the minimum barrier height to the water, shall maintain a 30-inch minimum width clear

path at the same elevation as the base of the pool wall.

24.23 MODIFICATIONS TO THE PLUMBING CODE

- (A) *Section 890.1150. (a). (3)* shall be amended to read as follows:
The minimum depth of any water service shall be 5 feet below grade.
- (B) *Section 890. 1190(b)* shall be amended to read as follows:
The installation and location of the water meter shall be in accordance with Chapter 45 of the Lake in the Hills Municipal Code.
- (C) *Section 890.1200(a)* shall be amended to read as follows:
The water service pipe from the street main (including the tap) to the water distribution system for the building shall be sized in accordance with Appendix A, Tables M, N, O, P, and Q. Water service pipe and fittings for new installations, upgrades, and replacements shall be a minimum of a 1- inch size.
- (D) *Section 890 Appendix A Table A* shall be amended to read as follows:
Approved materials for water service pipe are limited to brass pipe, cast iron (ductile iron) water pipe, copper/copper alloy pipe.

24.24 MODIFICATIONS TO THE ENERGY CONSERVATION CODE

- (A) *Section C101.1* is amended to read as follows:
These regulations contain herein as amended by the State of Illinois, shall be known as the Commercial Energy Conservation Code of the Village of Lake in the Hills, hereinafter referred to as "this code".
- (B) *Section R101.1* is amended to read as follows:
These regulations contain herein as amended by the State of Illinois, shall be known as the Residential Energy Conservation Code of the Village of Lake in the Hills, hereinafter referred to as "this code".

24.25 MODIFICATIONS TO THE ACCESSIBILITY CODE

(A) There are no amendments to the State of Illinois
Accessibility Code.

Recodified May 10, 2001
Amended December 12, 2002
Amended June 12, 2003
Recodified September 25, 2003
Amended June 24, 2004
Amended October 28, 2004
Amended January 13, 2005
Amended April 28, 2005
Amended June 23, 2005
Amended January 12, 2006
Amended August 24, 2006
Amended May 24, 2007
Amended December 13, 2007
Amended January 22, 2008
Amended April 24, 2008
Amended January 28, 2010
Amended December 9, 2010
Amended August 9, 2012
Amended January 10, 2013
Amended May 22, 2014
Amended April 12, 2018
Amended August 22, 2019
Amended March 24, 2022