



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING
MARCH 22, 2022
7:30 P.M.
AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Waive Competitive Bidding and award a contract for Comcast Telephone Lines
 2. Request from Boy Scout Troop 369 to park a Canoe Trailer in the parking lot at Nockels Park/LaBahn Hain House
 3. Resolution appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency
 4. Resolution appointing an Authorized Agent and Alternate Authorized Agent to the Illinois Municipal Retirement Fund
 - B. Public Works
 1. Affiliate Organization Agreement with United Cricket Club and Century Cricket League
 2. Reject Bids for Playground Curb and Swing Set Replacement Project
 - C. Community Development
 1. Ordinance amending 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 22, 2022
DEPARTMENT: Administration
SUBJECT: Contract for Comcast Telephone Lines

EXECUTIVE SUMMARY

Staff is seeking the Board's approval to waive competitive bidding and award a three-year contract to Comcast to replace our existing Call One services for POTS lines in the Village.

The Village has a master agreement with Call One that extends through October, 2022. Under this master agreement, the Village entered into separate service order agreements for our VOIP trunk lines and POTS (Plain Old Telephone Service) lines. Late last year, one of these service order agreements was approaching its termination date, which triggered staff to begin the process of negotiating a renewal. Upon contacting Call One, staff was told that a 2019 FCC Order released AT&T, and all other POTS carriers from maintaining the necessary infrastructure for its old copper telephone lines in the United States as of August 2, 2022.

The Call One representatives explained that the infrastructure is extremely costly for AT&T to maintain and in order to reduce customer reliance on this solution, AT&T is expected to increase their POTS line rates from approximately \$30/line/month to as high as \$300/line/month, not including the associated taxes. AT&T's objective is to increase prices until POTS lines are eliminated. Without having an immediate solution in place, staff budgeted for this anticipated mid-year change, moving the Village from a budget of approximately \$46,000 annually to a 2022 budget of \$132,757 across all funds.

Luckily, our staff has had sufficient lead time to explore viable options for managing the anticipated changes of our 33 total POTS lines in the Village. The following solutions have already been identified to reduce the Village's dependence on these lines:

- (6) POTS Lines dedicated to the Emergency Operations Center will be eliminated or moved over to our VOIP system.
- (1) Fax line will be replaced with an e-fax solution. Three additional faxes running through VOIP will also be converted to the e-fax solution.
- (2) Emergency beach phones and (1) Beyond the Bell phone will be replaced by 4G service.
- (2) Elevator lines at Village Hall and the Police Station will be attached to our internal VOIP phone server.
- (3) Lines with limited use have been taken out of service.

- (2) Cable modems were provided by Comcast to replace two POTS lines, one at Public works and the other at the Airport.
- All Wireless alarms were transferred from Call One to Fox Valley on January 1, 2022.

Staff is still in the process of identifying (2) additional solutions for the autodialer at Dam 2 and the Airport's self-service fuel farm credit card machine. Both of these are currently POTS dependent and require further research to find viable alternative solutions.

With these changes in progress, the Village is left with 14 POTS lines. Comcast has an Internet and Voice Over IP (VOIP) service that we can use to replace all 14 of these. The attached agreement with Comcast includes the following:

- A. Comcast will dig and install new Coaxial wires and install a VOIP modem in all of the locations where the Village still needs a dial tone, such as our water wells and our rental facilities.
- B. Comcast will waive all construction fees with a signed 36-month contract, except the \$1,858 for Comcast to configure and install modems.
- C. Comcast will add internet for the Hain House at 149 Hilltop Dr.

FINANCIAL IMPACT

January 2022 through June 2022:

The Village budgeted \$22,980 across all funds, with the total estimated costs projected to be \$21,740.

July 2022 through December 2022:

The Village budgeted \$109,777 across all funds. Assuming we retain Call One for the 2 POTS pending solutions, but switch to Fox Valley for our wireless alarms and Comcast for the remaining POTS lines, the total costs are projected to be approximately \$28,000.

Annual Impact:

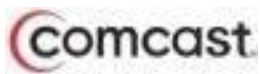
The total budget for the 2022 is \$132,757. Using the solution as proposed, the Village's 2022 projection will be approximately \$50,000 for a single year savings of \$83,000.

ATTACHMENTS

Comcast Multi-Service Order Agreement
Call One Communication

RECOMMENDED MOTION(s)

Motion to waive competitive bidding and award a three-year contract to Comcast.



MULTI-SITE SERVICE ORDER AGREEMENT

Account Name: Village of Lake in the Hills Service Term* (Months): 36

BILLING INFORMATION

Account Name:	Village of Lake in the Hills
Account Name: (3rd Party Accounts)	
Billing Address 1:	600 Harvest Gate
Billing Address 2:	
Billing City:	Lake in the Hills
Billing ZIP Code:	60156
Billing County:	McHenry

Billing Contact Email:	JNeilon@LITH.org
Billing Contact Phone:	847-960-7416
Billing Fax Number:	
Billing Contact First Name:	Joe
Billing Contact Last Name:	Neilon
Tax Exempt? *:	Yes
*If yes, please provide and attach tax exemption certificate.	

Project Code: PROJ-095147

Package Code: N/A

LEAD ID	Site Address	Equipment Fee	Business Voice/ price	Internet Speed/Price	Install/NRC Fee	MRC	Construction Fees	Fees Paid By Comcast
29997146	401 Wright Dr, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
29997145	5654 McKenzie Dr, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
30489609	842 McPhee Dr, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
29997124	550 Harvest Gate, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$1,723.53	\$1,723.53
29997143	9300 Haligus Rd, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$4,807.33	\$4,807.33
29997104	310 Council Trail, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
31054245	4145 Springlake Dr, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
29997102	1112 Crystal Lake, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$308.01	\$308.01
29997140	2 East Oak St, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$464.42	\$464.42
29997139	226 Indian Trl, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$0.00	\$0.00
30493015	1109 Crystal Lake Rd, Lake in the Hills, IL 60156	\$19.95	1 Basic @ \$24.95	N/A	\$144.90	\$44.90	\$3,274.37	\$3,274.37
30537947	1115 Crystal Lake Rd, Ofc, Lake in the Hills, IL 60156	\$19.95	3 Basic @ \$24.95	N/A	\$144.90	\$94.80	\$0.00	\$0.00
30729346	149 Hilltop Dr, Lake in the Hills, IL 60156	\$19.95	N/A	BI35 @ \$94.95 W/ 1Static IP @ \$19.95	\$119.95	\$114.90	\$0.00	\$0.00
Total	X	\$259.35	\$349.30	\$114.90	\$1,858.75	\$703.60	\$10,577.66	\$10,577.66

SITE AND SERVICES

CUSTOMER SIGNATURE	
By signing below, Customer agrees and accepts the Terms and Conditions of this Agreement. General Terms and Conditions can be found at http://business.comcast.com/terms-conditions/index.aspx .	
Signature:	http://business.comcast.com/terms-conditions/index.aspx
Print:	
Title:	
Date:	

FOR COMCAST USE ONLY	
Sales Representative:	_____
Sales Representative Code:	_____
Sales Manager/Director Name:	_____
Sales Manager/Director Approval:	_____

This Sales Order is subject to the terms and conditions of the Multi-Site Service Order Agreement between Customer and Comcast, and also subject to the current High-Speed Internet for Business Acceptable Use Policy located at <http://business.comcast.com/terms-conditions/index.aspx> or any successor URL), and the then current High-Speed Internet for Business Privacy Policy located at <http://business.comcast.com/terms-conditions/index.aspx> (or any successor URL), both of which Comcast may update from time to time. Each Comcast Business Class Service ("Service") carries a 30 day money back guarantee. If within the first thirty days following Service activation Customer is not completely satisfied, Customer may cancel Service and Comcast will issue a refund for Service charges actually paid by Customer, custom installation and optional service fees excluded. In order to be eligible for the refund, Customer must cancel Service within thirty days of activation and return any Comcast-provided equipment in good working order. In no event shall the refund exceed \$500.00.

For Customer Service and Technical assistance, please call 1-866-511-6489

*Upon expiration of the Service Term, this Service Order (and the Services covered hereby) will continue on a month to month basis at the Standard Monthly Service Charge applicable to the Services as set forth on Comcast's then current rate schedule until terminated by either party upon sixty (60) days written notice.

** Site Name – See full site details (address or contact name) on Appendix A following

***Custom Install Fees And Construction Addendum - As set forth in Section 3.4 of the Comcast Workplace General Terms and Conditions, Comcast has determined that Custom installation is necessary for the service Location described above as follows: Any Custom Installation fee amount absorbed by Comcast must be immediately paid you to Comcast if the applicable Sales Order is terminated prior to the end of the Service Term. Please sign below to agree with these Terms and Conditions

MODEM: By requesting that Comcast install cable modem service, in lieu of an IP gateway, Customer understands, acknowledges and agrees that Comcast is not providing a firewall or local area networking (LAN) support. Customer is solely responsible for installing and maintaining a firewall and for all support issues related to the LAN. Comcast is unable to assist in troubleshooting any issues beyond the cable modem and/or cable modem service, including but not limited to, VPNs, firewalls or LANs. The demarcation point for Comcast's service and maintenance obligations is the cable modem equipment.

IP GATEWAY: Comcast will install an IP gateway (firewall and router) and connect it to the hub of an existing local area network (LAN). The Comcast installer will configure the IP gateway based on instructions provided on the Pre-Installation checklist. Customer is responsible for installing and maintaining the LAN. The demarcation for Comcast's service and maintenance obligations is the LAN port on the IP gateway. Comcast technicians or technical support may assist Customer in troubleshooting limited LAN issues including DHCP and port settings on the router, however, such assistance shall be left to the sole discretion of Comcast.

Joe Neilon

To: Shannon Andrews
Subject: RE: Pots Line Conversation

From: Christine Mayer <cmayer@peerlessnetwork.com>
Sent: Wednesday, March 9, 2022 12:48 PM
To: Shannon Andrews <sandrews@LITH.org>
Subject: Pots Line Conversation

Hi Shannon,

As a valued customer of Bill Mayer's, we wanted to reach out and set up an appointment with you, either in person or zoom, whichever is better for you. We recently found out that Peerless Network will not be able to support POTS lines as of August 2022. Please let us know a good date/time and I will get this scheduled as soon as possible. I know that August 2022 seems far away, however, this type of project is time consuming, and we would like to start in March if possible.

Please look at your calendar starting with the week of March 14, 2022.

Thank you,
Christine Mayer
Sales Account Manager
t. 630 546 6855





REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 2022

DEPARTMENT: Administration

SUBJECT: Boy Scout Troop 369 requesting to park their Canoe Trailer in the parking lot at Nockels Park/ LaBahn Hain House

EXECUTIVE SUMMARY

Boy Scout Troop 369 is requesting permission to park their Slick-Rydr Canoe Trailer, which holds 10 canoes and several kayaks, in the parking lot at Nockels Park/LaBahn Hain House from late April 2022 through September 2022. This is the ninth consecutive year that the Village has received this request.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boy Scout Troop 369 Letter

RECOMMENDED MOTION

Motion to allow Boy Scout Troop 369 to park their Slick-Rydr canoe trailer in the parking lot at Nockels Park/LaBahn Hain House from late April 2022 through September 2022.

March 15, 2022

Dear Sirs:

It is that time of year again!!!

We would like to ask the Village for permission to again park our boat trailer in the Hain House parking lot for the season from late April through September.

Our Boy Scout Troop meets at the waterfront during that time period on Tuesday evenings and we teach the boys to canoe and kayak on the lake. This would allow us to not have to move the trailer every week for our meeting. We would park in the approved space that was set up previously (the space on the far end closest to the house dumpster).

I would like to thank you in advance for your consideration and any assistance you may be able to provide us. I may be able to be reached during the day on my cell phone, 847-902-6722 or you may contact Marian Walters at 847-477-8270.

Sincerely,

A handwritten signature in cursive script, appearing to read "Tom Gliot".

Thomas Gliot

847-902-6722

Scoutmaster, Troop 369



REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 2022

DEPARTMENT: Administration

SUBJECT: Resolution Appointing a Delegate and Alternate Delegate to the Intergovernmental Risk Management Agency

EXECUTIVE SUMMARY

The Village has been a member of the Intergovernmental Risk Management Agency (IRMA) since December 31, 2010. It is a risk sharing pool of 69 local municipalities and special service districts in northeastern Illinois which have joined together to manage and fund their property, casualty, and workers' compensation claims. Per the Village's contract and the IRMA bylaws, the Village must appoint a Delegate and an Alternate Delegate to serve as the Village's voting member of the Board of Directors.

With the recent transition of leadership, the attached Resolution has been prepared for your consideration. The Resolution appoints Village Administrator Shannon Andrews as the Delegate and Assistant Village Administrator Ashley Eccles as the Alternate Delegate, to represent the Village on the Board of Directors of IRMA.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Resolution

RECOMMENDED MOTION

Approve a Resolution Appointing a Delegate and Alternate Delegate to IRMA.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION 2022- _____

RESOLUTION APPOINTING A DELEGATE AND ALTERNATE DELEGATE TO THE INTERGOVERNMENTAL RISK MANAGEMENT AGENCY

WHEREAS, the Village of Lake in the Hills, Illinois is a member of the Intergovernmental Risk Management Agency (IRMA); and

WHEREAS, the Contract and Bylaws of IRMA provides that member units of local government shall by majority vote of its corporate authorities select a Delegate and an Alternate to Represent the Village of Lake in the Hills on the Board of Directors of said Intergovernmental Agency;

NOW, THEREFORE, BE IT RESOLVED by the CORPORATE AUTHORITIES, of the Village of Lake in the Hills, McHenry County, Illinois, that Shannon Andrews, Village Administrator of the Village of Lake in the Hills, Illinois is hereby appointed to represent the Village of Lake in the Hills, Illinois on the Board of Directors of said Intergovernmental Risk Management Agency commencing March 24, 2022.

BE IT FURTHER RESOLVED that Ashley Eccles, Assistant Village Administrator of the Village of Lake in the Hills, Illinois is hereby selected as the alternative representative to serve if Shannon Andrews is unable to carry out her aforesaid duties as the representative of the Village of Lake in the Hills, Illinois to said Intergovernmental Agency.

PASSED by the Board of Trustees of the Village of Lake in the Hills, Illinois, this 24th 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 24TH DAY OF MARCH, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 2022

DEPARTMENT: Administration

SUBJECT: Resolution Appointing an Authorized Agent and designated Alternate Authorized Agent to the Illinois Municipal Retirement Fund

EXECUTIVE SUMMARY

With the recent transitions of leadership, the Village needs to assign a new Authorized Agent and Alternate Authorized Agent for the Illinois Municipal Retirement Fund (IMRF). The attached Resolution has been prepared for the Board's consideration to appoint Shannon Andrews, Village Administrator, as the Authorized Agent and Peter Stefan, Finance Director/Treasurer, as the Alternate Authorized Agent.

The Authorized Agent acts as the agent of the Village in any and all IMRF matters in accordance with the applicable statutes. If for any reason the Authorized Agent is unable to act in that capacity, the Alternate may act in their place.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Resolution

RECOMMENDED MOTION

Approve the Resolution for the Appointment of an Authorized Agent and Alternate Authorized Agent for IMRF.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION 2022-___

Appointment of an Authorized Agent and
Alternate Authorized Agent to the
Illinois Municipal Retirement Fund

NOW, THEREFORE, Be It Resolved by the President and Board of
Trustees of the Village of Lake in the Hills, McHenry County,
Illinois as follows:

- 1. Shannon Andrews, Village Administrator, is hereby
appointed as the Authorized Agent for the Village of Lake
in the Hills to the Illinois Municipal Retirement Fund
(IMRF) and authorized to act as the agent of the
Village in any and all IMRF matters pursuant to the
general powers and duties as provided for in the
applicable statute, 40 ILCS 5/7-135, as it may be amended
from time to time.
2. If for any reason Shannon Andrews is unable to act as
Authorized Agent in any specific instance, Peter Stefan,
Finance Director/Treasurer, is designated as Alternate
Authorized Agent and may act in her place.

Passed this 24th day of March, 2022 by roll call vote as
follows:

Table with 5 columns: Name, Ayes, Nays, Absent, Abstain. Rows include Trustee Stephen Harlfinger, Trustee Bob Huckins, Trustee Bill Dustin, Trustee Suzette Bojarski, Trustee Diane Murphy, Trustee Wendy Anderson, and President Ray Bogdanowski.

APPROVED THIS 24TH DAY OF MARCH, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: Village Clerk, Shannon DeBeau

Published:



REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 2022
DEPARTMENT: Public Works
SUBJECT: Cricket Affiliate Agreements

EXECUTIVE SUMMARY

Staff seeks Board approval to enter into three-year agreements with two recreational cricket organizations.

Since 2011, the Village has had formal agreements with the United Cricket Club (“United”) for use of the Village’s cricket pitch at Sunset Park. The last agreement with United expired at the end of 2021. In preparing the new affiliate agreement, staff reviewed internal costs as well as the rates that neighboring government park entities charge before presenting the Parks and Recreation Board with rate recommendations at their March 3rd meeting. At this meeting, the Parks and Recreation Board recommended changing the rate structure from a per participant rate to an hourly rate to better align the Village’s rates with neighboring and regional park entities.

As shown below, the 2022 hourly rate would start at \$8.00/hour and increase by \$2.00/hour for the second year and \$2.00/hour for the third year of the agreement. These new rates are anticipated to increase revenue over the next three years but do so slowly to minimize the financial impact on cricket pitch users.

Village Amenity: Sunset Cricket Pitch		
2022 fee if an organization used facilities owned by:	2022 Season Fee**	Rate structure
LITH (2021 Actual Fee - United Cricket Club)	\$ 799.92	\$6.06/participant
South Barrington	\$ 1,000	Season rate (up from \$500 in '21)
LITH (2022 Proposed Fee)	\$ 3,456	\$8.00/hour
LITH (2023 Proposed Fee)	\$ 4,320	\$10.00/hour
LITH (2024 Proposed Fee)	\$ 5,184	\$12.00/hour
Gurnee Park District	\$ 5,400	\$12.50/hour*
Addison Park District	\$ 6,480	\$15.00/hour
Des Plaines Park District	\$ 8,640	\$20.00/hour
Hoffman Estates Park District	\$ 16,848	\$39.00/hour*
Skokie Park District	\$ 17,280	\$40.00/hour

n/a - Cary Park District, Huntley Park District, Village of Algonquin and the Crystal Lake Park District. * discounted resident rate
 **2022 Season Fee assumes 432 hours of use (actual use in 2021)

United has agreed to a three-year agreement with the new hourly rates and they plan to use the Sunset Park cricket pitch every Saturday and Sunday this season, as they have in the past. However, a second cricket organization, the Century Cricket League (“Century”) is interested in using the cricket pitch during days and times when United is not using it. Century has agreed to a three-year agreement containing the same rates as United. Both agreements are included for the Board’s consideration this evening.

FINANCIAL IMPACT

All revenue that the Village receives will be determined at a later date, based on the actual number of hours the Sunset Cricket Pitch is used.

ATTACHMENTS

1. Affiliate Agreement with the United Cricket Club
2. Affiliate Agreement with the Century Cricket League

RECOMMENDED MOTIONS

Motion to approve a three-year affiliate agreement with the United Cricket Club.

Motion to approve a three-year affiliate agreement with the Century Cricket League.

This Agreement entered into this _____ day of _____, 2022, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the United Cricket Club (“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 Cricket Pitch

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. Thorguard – An early detection lightning system is installed at Sunset Park. 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.
- 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 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 Village shall have no financial or legal responsibility for the A.O.
- E. 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 to use the Sunset Park cricket pitch shall be \$8.00/hour in 2022, \$10.00/hour in 2023 and \$12.00/hour in 2024. 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 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.: United Cricket Club
3840 Peartree Drive
Lake in the Hills, IL 60156

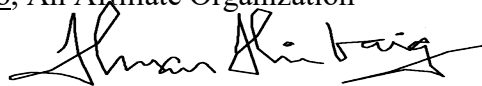
H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

By: _____

Its: Village President

United Cricket Club, An Affiliate Organization

By: 

Its: Club 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 _____, 2022, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Century Cricket League (“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 Cricket Pitch

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. Thorguard – An early detection lightning system is installed at Sunset Park. 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.
- 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 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 Village shall have no financial or legal responsibility for the A.O.
- E. 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 to use the Sunset Park cricket pitch shall be \$8.00/hour in 2022, \$10.00/hour in 2023 and \$12.00/hour in 2024. The fees will be due within one month of the last completed game for the season.

Section 9: Term & Scheduling

This agreement shall run from the date of execution and shall continue for a period of 36 consecutive months. The Century Cricket League will be eligible to use the Village's Sunset Park Cricket Pitch when it is not being used by the United Cricket Club. Further, all use of the Sunset Park Cricket Pitch by the Century Cricket League must be approved in writing by the Director of Public Works or the Administrative Services Manager.


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.: Century Cricket League

CCLCRIC@GMAIL.COM

 PALAK LIMBACHIYA

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

Century Cricket League, An Affiliate Organization

By: PALAK LIMBACHIYA

Its: COMMITTEE

206 ROB ROY CT, SCHAUMBURG, IL 60194

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)



REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 2022

DEPARTMENT: Public Works

SUBJECT: Reject the Bid for the Sunset and Normandy Parks Playground Curb and Swing Set Replacement Project

EXECUTIVE SUMMARY

Staff seeks Board approval to reject the Misfits Construction Company bid for the Sunset and Normandy Parks Playground Curb and Swing Set Replacement Project.

The Village released a Request for Proposal (RFP) for the project on February 25, 2022. The RFP invitation was emailed to twenty-two known vendors, posted on the Village website, and published in the Northwest Herald. Public Works received one sealed proposal on March 11, 2022. The proposal, from Misfits Construction Company of Chicago, Illinois was for \$84,600.00, an amount over budget by \$64,600.00.

As the bid was over budget and no other vendors participated, staff began the process of determining a reason for the low turnout. Of the twenty-two vendors who were notified of this RFP opportunity, only five are known consistent respondents. Of the remaining four, one vendor did not answer the phone or respond to voicemails, one said they missed the RFP submittal deadline, one said it went to their spam folder, and one misunderstood the directions thinking their company would only be the supplying manufacturer for the bidding contractors.

Staff then spoke with a representative from Misfits Construction Company seeking additional information as to why their bid was so much higher than the budget number received from another vendor last year. The representative did not provide specific details except to say that they are a general contractor that must purchase equipment through a manufacturer and add a markup to that cost. Staff also reached out to the vendor who supplied the budget number last year but has not yet received a reply as to current market conditions. Additionally, the Village is receiving high bids and pricing on operational items due to high inflation adversely impacting almost every project or commodity.

Moving forward, staff believes it is in the Village's best interest to reject the Misfits Construction Company bid for the Sunset and Normandy Parks Playground Curb and Swing Set Replacement Project and rebid the project in 2023. The hope is that inflationary pressures ease and pricing may come more in line with that experienced in prior years.

FINANCIAL IMPACT

The 2022 Village Budget includes \$20,000.00 for this project, \$5,500.00 in the SSA #2 Fund and \$14,500.00 in the SSA #6 Fund. Awarding this project at \$64,600.00 over the total budgeted amount would significantly deplete the fund reserves in these two SSA's.

ATTACHMENTS

1. RFP Results

RECOMMENDED MOTION

Motion to reject the Misfits Construction Company bid for the Sunset and Normandy Parks Playground Curb and Swing Set Replacement Project.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Scott Parchutz, Public Properties Superintendent
Date: March 11, 2022
Subject: RFP Bid Results – Playground Curb and Swing Set Replacement Project

The Public Works Department received and opened 1 Request for Proposal (RFP) submittal at 10 a.m. today for the Playground Curb and Swing Set Replacement Project. A vendor in attendance was Misfits Construction Company – Gerardo Esparza. Those present from the Village of Lake in the Hills were Peter D’Agostino – Administrative Services Manager, Scott Parchutz – Public Properties Superintendent, and Stephanie Raupp – Administrative Specialist I, acting as recorder. Peter D’Agostino read the RFP bid amounts:

COMPANY	RFP Amount	
Misfits Construction Company 333 South Wabash Avenue, Suite 2700 Chicago, IL 60604	Project 1	\$34,400.00
	Project 2	\$22,200.00
	Project 3	\$28,000.00
	Total (Projects 1 – 3)	\$84,600.00

The RFP opening concluded at 10:02 a.m. Village staff will review the RFP submittal and may make a recommendation at an upcoming Village Board of Trustees Meeting.



REQUEST FOR BOARD ACTION

MEETING DATE: March 22, 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 construction) of the Municipal Code. The proposed updates to the chapter include adoption of the most recently published International Series of Building Codes, National Electrical Code, and the most current state mandated codes that apply to building construction at the local level.

The model building codes, adopted within Chapter 24 and made a part thereof, must be tailored to the needs of a community. Amendments within the code text are being proposed to maintain previously established local provisions, coordinate with the Zoning Ordinance, complete the publication's placeholders with local geographic data, and provide administrative clarifications.

Comparable Communities:

A survey of surrounding communities shows that the Village is due to adopt updated building codes which can best be addressed with the adoption of the latest published codes of the International Code Council. The Village will benefit in point scoring with the ISO (Insurance Service Organization) upcoming review this year for building permitting operations, by having the most up-to-date codes adopted. The Village will also be in a position to maintain an elevated ISO score through the next review cycle. There are a number of Illinois jurisdictions that have recently adopted the 2021 editions of the International Codes, with more targeting adoption in the coming months.

FINANCIAL IMPACT

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

ATTACHMENTS

1. Proposed Ordinance for adoption of Chapter 24 "Building Code", of the Municipal Code as updated
2. Updated Chapter 24

RECOMMENDED MOTION

Motion to approve an ordinance for the updates to Chapter 24 of the Municipal Code, and adopt the referenced model building codes as amended.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

**An Ordinance Amending Chapter 24, Building Codes,
of the Lake in the Hills Municipal Code**

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

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

SECTION 1: Chapter 24, Building Codes, of the Lake in the Hills Municipal Code shall be repealed in its entirety and replaced with the text attached hereto and made a part hereof.

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

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

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law and following the 30-day posting period, as required by State law, and having an effective date of May 1, 2022.

Passed this 24th 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 24TH DAY OF MARCH 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published:

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

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, or otherwise prescribed by this Chapter or the Municipal Code, 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

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

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

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 furthestmost 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

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 of 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
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 at the ground floor, for each dwelling unit.

P. *Section 312.3* is added to read as follows: Guardrails for decks, balconies, or raised terraces shall not be constructed 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. Sub-sections 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 103.1* is amended to read as follows: The Community Development Department is hereby created and the appointed official shall be known as the "fire code official" as defined in this Code.

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 112.4* 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 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.

G. *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.

H. *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.

I. *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.

J. *Section 5601.1.3* exceptions are deleted.

24.18 MODIFICATIONS TO THE ELECTRICAL CODE

A. *Section 90.4.1* shall be added to read as follows: Section 24.02 through 24.14 of the Municipal Code and Appendix K of the Building Code shall apply to the administration of the Electrical Code.

B. *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.

C. *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.

D. *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.

24.20 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 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."

D. *Section 113.3* is deleted.

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 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

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