



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

APRIL 26, 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. Informational Item concerning Annual Liquor & Raffle License Report
 2. Re-Establishment of the Parks & Recreation Director Position and Parks and Recreation Department
 3. Ordinance amending Chapter 8 and Chapter 10 of the Municipal Code; and the Establishment of a Special Event Permit
 - B. Police
 1. Service Agreement with Southeast Emergency Communication (SEECOM) Agency
 - C. Finance
 1. Acceptance of the Standard Allowance for ARPA Recovery Funds and Accompanying Budget Amendment Ordinance
 - D. Public Works
 1. Award for the Purchase of Valves and Actuators
 2. Approve Participation in the State of Illinois Rock Salt Joint Purchasing Program for the 2022-2023 Snow Season
 3. Award a Contract for the purchase and delivery of Gas Chlorine
 4. Award a Contract for the Woods Creek Streambank Restoration Project for Reach 11
 - E. Community Development
 1. Ordinance approving the 2022 Zoning Map
5. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 - F. Trustee Anderson
 1. Parks and Recreation Board Liaison Report

6. Village President
 - A. Re-appointment - Police Commission - Sharon Lawson (Thursday)
 - B. Re-appointment - Planning & Zoning Commission - Adam Swanlund (Thursday)
 - C. Proclamation - Arbor Day Proclamation (Thursday)
 - D. Proclamation - Building Safety Month (Thursday)

7. Adjournment

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

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

Posted by: _____ Date: _____ Time: _____



INFORMATIONAL MEMORANDUM

MEETING DATE: April 26, 2022

DEPARTMENT: Administration

SUBJECT: Annual Liquor & Raffle License Report

EXECUTIVE SUMMARY

State statute requires the Liquor Commissioner and municipalities to publicly announce and publish a report that provides information regarding new and renewal liquor and raffle license applications that the Village received in the prior fiscal year. Attached please find the Annual Liquor & Raffle License Report providing the history of the past five years, 2018 through 2021.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Annual Liquor & Raffle License Report

SUGGESTED DIRECTION

None

Annual Liquor License Report

	2017	2018	2019	2020	2021
Applicants - new/renewal License	33	34	33	33	31
Applicants - new/renewal License with criminal conviction	0	0	0	0	0
Applicants - new/renewal License granted a license	33	34	33	33	31
Applicants - new/renewal License with criminal conviction granted a license	0	0	0	0	0
Applicants - new/renewal License denied a license	0	0	0	0	0
Applicants - new/renewal License with criminal conviction denied a license	0	0	0	0	0

Annual Raffle License Report

	2017	2018	2019	2020	2021
Applicants - new/renewal License	10	13	15	6	13
Applicants - new/renewal License with criminal conviction	0	0	0	0	0
Applicants - new/renewal License granted a license	10	13	15	6	13
Applicants - new/renewal License with criminal conviction granted a license	0	0	0	0	0
Applicants - new/renewal License denied a license	0	0	0	0	0
Applicants - new/renewal License with criminal conviction denied a license	0	0	0	0	0



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Administration

SUBJECT: Re-Establishment of the Parks and Recreation Director Position and Parks and Recreation Department

EXECUTIVE SUMMARY

Staff is seeking the Board's approval to re-establish the Director of Parks and Recreation position immediately and restore the Parks and Recreation Department with the FY2023 budget.

In the years leading up to the retirement of Parks and Recreation Director, Trudy Wakeman, the Department had functioned with a total of 6 FTE's, broken down as follows:

- (1) Director of Parks & Recreation
- (1) Superintendent of Recreation
- (2) Recreation Supervisor
- (1) Administrative Assistant
- (1) PT Marketing Assistant
- (1) PT Office Assistant/Secretary

This team was responsible for all recreational programming and special events, as well as facility rentals, affiliate agreements, beach operations and eventually the bark park. The parks division included 4-5 seasonal laborer positions that assisted with parks maintenance and projects under the oversight of the Public Properties division in Public Works.

In 2017, the Village eliminated beach operations, along with approximately 15 seasonal jobs at a savings of approximately \$9,000/year. In 2018, Parks of Recreation Director Laura Barron left the Village and the department was fully restructured with Recreation becoming a division of the newly created Community Services Department. The Administrative Assistant was moved to the consolidated support staff within the Finance Department and the remainder of the positions were cut in half from 6 FTE's to 3 FTE's as follows:

- (1) Superintendent of Recreation
- (1) Recreation Supervisor
- (2) PT Recreation Coordinator

The focus of the new division was solely recreational programming and special events, while the Public Properties Division of the Public Works Department was forced to absorb the remainder of the work. Four positions bear the brunt of the additional work: the Public Works Director, the Public Properties Superintendent, the Administrative Services Manager and the Administrative Assistant. They took full responsibility of park improvements, facility rentals, affiliate agreements, lake operations, garden plots, and the bark park, in addition to their normal assignments.

When the Community Services Department was dissolved and the Assistant Village Administrator (“AVA”) position was created in 2020, the job description was revised to include oversight of the Recreation Division. The AVA worked closely with the Public Works Director to advance the goals and initiatives of the Board. In early 2022 when the AVA position was vacated, it would have been extremely difficult to recruit an individual with the skills necessary to be a successful Assistant Village Administrator, while also having extensive knowledge of recreational programming. As such, the responsibilities were removed from the AVA position.

The Village needs a leader in the Parks and Recreation field who has the knowledge and experience to guide future parks and recreation decision making in the Village. Someone who will continue to restore the credibility of the department by bridging the gap between Recreation and Public Properties to restore the Parks and Recreation Department. This individual will have a number of challenges to address, such as:

- reduced interest in seasonal employment opportunities
- continued minimum wage increases
- program participants and seasonal staff experiencing more post-COVID anxiety, demanding greater attention from Supervisors
- aging playground equipment and increased replacement costs
- increased costs for trips, food and supplies
- management of beach operations; and
- a reduction in program offerings due to dwindling access to contracted recreational services.

With the Village being largely built out, businesses no longer need the Village’s support to establish their customer base. Schools are now charging for the use of their facilities. In addition, there are well established child care centers, health clubs, and sporting facilities in the area that now compete against the Village for the residents’ interest. All of the programs offered by the Village today must utilize our own facilities and must be managed by the existing staff, which now consists of one part-time and two full-time Recreation Supervisors and a Recreation Superintendent. The addition of a Parks and Recreation Director would bring the Department to a total of 4.5 FTE’s, still below the Department’s peak performance needs.

It is especially critical for the position to be restored as the Village considers the development of Larsen Park as a premier park facility on the east side of the Village. Another project this year is the revision to the Parks Master Plan, which has not been updated since 2015. In addition, staff continues to explore the progressive trend of designing our parks for all ages and abilities. This concept called “Universal Design” challenges the public properties staff to go beyond standard annual equipment replacements to really consider the best and most effective use of the park space.

If the position is approved, the recruitment would begin right away so that we can continue momentum on the FY2022 initiatives. The financial restructuring of the department would not occur until the FY2023 budget.

FINANCIAL IMPACT

Two critical staffing decisions were made to financially assist in justifying the creation of the position. First, when the Administration Department lost the Administrative Services Manager, the position was not refilled, saving approximately \$91,000 in salary. Next, the responsibilities of the Human Resources Coordinator position were changed to create a Human Resources Office Assistant position, saving the Village an additional \$18,000.

Slight salary reductions across the recently filled Village Administrator, Assistant Village Administrator, Communications Coordinator and Human Resources Director positions equal an additional \$28,000. The sum total of all of these adjustments equates to a total savings of \$137,000, which covers a starting salary of \$126,586 for a Director of Parks and Recreation within the constraints of the existing budget.

ATTACHMENT

None.

RECOMMENDED MOTION

Motion to Approve the re-establishment of the Director of Parks and Recreation position immediately and the restoration of the Parks and Recreation Department with the FY2023 budget.



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 8 and Chapter 10; and the Establishment of a Special Event Permit

EXECUTIVE SUMMARY

Staff is seeking the Board's approval for the full recodification of Chapter 8, Parks and Playgrounds, which includes the relocation or restructuring of the information, as well as the incorporation of Chapter 10, Lakes and Beaches into a single document. In addition, the new Chapter includes the creation of a special event permit regulations and application and fees.

In early 2020, the Village began a major undertaking to recodify the Municipal Code. Recommendations were made by the codifier, and then reviewed by staff and the Village attorney. As part of this process, the codifiers suggested the merger of Chapter 8 and Chapter 10 into a single Chapter titled Parks, Lakes and Beaches. The reorganization and consolidation of these chapters reduces redundancies and presents a more streamlined and organized set of regulations.

The most significant change within the new Chapter 8 is the addition of a Special Event Permit (attached) which establishes a formalized process for requesting a permit for a special event held on Village property such as races, carnivals, fairs, circuses, parades, etc. In addition to requiring a permit for these functions, the Chapter allows the Village Board to establish fees, regulations and an application process. The Board may make changes to these from time to time without the need to update the Ordinance.

The following additional changes are being recommended:

- Additional definitions have been added in Section 8.01 for Beaches, Boat, Hard Surface Courts, Non-Highway Vehicles, Lakes, Rental Facilities, Service Dog, Special Event, and Special Event Review Committee.
- Section 8.04 Protection of Parks, Lakes and Beaches includes language restricting camping.
- Persons fishing from a boat, who have purchased a boat use permit (\$10 annual) will also be required to purchase a separate fishing permit (\$40 annual).
- Section 8.07 C. Motors Prohibited, allows for the use of electric trolling motors to propel fishing boats.
- The new Section 8.10 Skate Park Facilities includes additional language that participation is at the user's own risk, that they are responsible for inspecting the structures prior to use, suggesting the use of protective equipment. In addition, the hours have been changed to dawn to dusk, weather permitting and will not close for the winter months, but rather allow staff to consider it closed when snow is present.
- The new 8.12 Vehicles addresses the use of Non-Highway vehicles, which are prohibited without permission from Village authorities, unless approved through a Special Event Permit.

- The new 8.13 Facility Use Permit now includes regulations for what is to be included as part of the application. The facilities available for rental are included in the definitions. The Board is given the ability to adopt a schedule of fees.
- The new Section 8.15 Penalties now refers to the Comprehensive Fine and Fee Schedule. Language was also added to impose penalties for those in violation of their Facility Use Permit or Special Events Permit.

The table below details each of the section relocations so that they can be easily referenced.

Summary of Relocations:

Chapter 10.01	Applicability	<i>Eliminated</i>	Definition of lakes added in Section 8.01 Definitions
Chapter 10.02 A.	Use Regulated	<i>Eliminated</i>	Already covered in Section 8.03 A.
Chapter 10.02 B.	Littering Prohibited	<i>Eliminated</i>	Already prohibited in Chapter 43.12.
Chapter 10.02 C.	Alcoholic Beverages	Relocated to	Section 8.08
Chapter 10.02 D.	Earthen Dam, Spillway	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Chapter 10.03	Beaches and Swimming	Relocated to	Section 8.05
Chapter 10.03 C.	Pets Prohibited	<i>Eliminated</i>	Already addressed in Section 8.04 F.
Chapter 10.04	Fishing	Relocated to	Section 8.06 Fishing
Chapter 10.05	Boats	Relocated to	Section 8.07 Boats
Chapter 10.06	Floating Platforms	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Chapter 10.07	Penalties	Relocated to	Section 8.15 Penalties
Section 8.02	Protection of Park Property	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.15 C.	Smoking and Tobacco Use	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.11	Fires	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.09	Advertising	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.03	Vehicles, Operation	Relocated to	Section 8.12 Vehicles
Section 8.04	Motorized Vehicles	Relocated to	Section 8.12 Vehicles
Section 8.05	Speed Limit	Relocated to	Section 8.12 Vehicles
Section 8.06	Parking	Relocated to	Section 8.12 Vehicles
Section 8.07	Firearms and Weapons	<i>Eliminated</i>	Already addressed in Chapter 43.05.
Section 8.09	Advertising and Signs	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.10	Use of Park Area	Relocated to	Section 8.03 Use of Parks, Lakes and Beaches
Section 8.10 C.	Bark Park	Relocated to	Section 8.09 Bark Park
Section 8.11	Fires	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.12	Group Activity	<i>Eliminated</i>	Already covered in Section 8.13 Facility Use Permit.
Section 8.13	Swimming	Relocated to	Section 8.05 A.1. Beaches and Swimming
Section 8.14	Restrooms and Washrooms	<i>Eliminated</i>	Due to dated language.
Section 8.15	Operating Policy	Relocated to	Section 8.02 Operating Policy
Section 8.15 C.	Smoking and Tobacco Use	Relocated to	Section 8.04 Protection of Parks, Lakes and Beaches
Section 8.16	Penalties	Relocated to	Section 8.15 Penalties
Section 8.17	Parks and Recreation Board	Relocated to	Section 8.16 Parks and Recreation Board
Section 8.18	Rental Facilities for Recreational Use	Relocated to	Section 8.13 Facility Use Permit
Section 8.19	Skate Park Facilities Use	Relocated to	Section 8.10 Skate Park Facilities
Section 8.20	Hard Surface Courts	Relocated to	Section 8.11 Hard Court Surface Courts
Section 8.20 A.1.	Hard Surface Courts	Relocated to	Section 8.01 Definitions

The Chapter changes were reviewed with the Parks and Recreation Board, who unanimously recommended approval of both the Chapter and the Special Event Permit.

FINANCIAL IMPACT

The proposed changes would require the Village collect the \$40 fee for a Fishing Permit in addition to the Boat Use Permit. The Village would also expect additional revenue from the fees associated with the Special Event Permit.

ATTACHMENT

Ordinance
Special Event Permit Regulations and Application, and Fee Schedule

RECOMMENDED MOTION(s)

Motion to Approve the Ordinance to Recodify Chapter 8 Parks and Playgrounds and Repeal of Chapter 10 Lakes and Beaches.

Motion to Approve the Special Event Permit Regulations and Application, as well as the Fee Schedule.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE 2022 - _____

**An Ordinance Amending Chapter 8, Parks and Playgrounds,
and Chapter 10, Lakes and Beaches,
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 public health, safety, and welfare.

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

SECTION 1: That Chapter 8, Parks and Playgrounds, shall be replaced in its entirety with the provisions in the document attached hereto, titled "Chapter 8 Parks, Lakes and Beaches".

SECTION 2: That Chapter 10, Lakes and Beaches, shall be removed from the Village Code in its entirety, having been consolidated with Chapter 8.

SECTION 3: Notwithstanding the consolidation of Chapter 8 and Chapter 10, to the extent any references exist to the provisions of Chapter 8 or 10 in effect prior to this amendment in permit applications, permits, citations, or any other active or unresolved Village document, record, or matter, such reference shall be deemed to automatically apply to the applicable portion of the Village Code as amended.

SECTION 4: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

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

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

Passed this 28th day of April 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 28TH DAY OF APRIL 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

CHAPTER 8
PARKS, LAKES AND BEACHES

8.01	Definitions
8.02	Operating Policy
8.03	Use of Parks, Lakes and Beaches
8.04	Protection of Parks, Lakes and Beaches
8.05	Beaches and Swimming
8.06	Fishing
8.07	Boats
8.08	Alcoholic Beverages
8.09	Bark Park
8.10	Skate Park Facilities
8.11	Hard Surface Courts
8.12	Vehicles
8.13	Facility Use Permit
8.14	Special Event Permit
8.15	Penalties
8.16	Parks and Recreation Board

8.01 DEFINITIONS

Terms used in this Chapter 8 are defined as follows:

Beaches: Indian Trail Beach and Butch Hagele Beach

Hard Surface Court: Tennis courts, tennis practice courts, pickle ball courts, cricket courts, and basketball courts.

Boat: All watercraft, including but not limited to kayaks, canoes, stand up paddle boards, and sail boats.

Hard Surface Courts: Hard surface courts will be defined as tennis courts, tennis practice, courts, pickle ball courts, cricket court, and basketball courts.

Non-Highway Vehicles: A Non-Highway Vehicle means a motor vehicle not specifically designed to be used on a public highway, including:

- An all-terrain vehicle, as defined by 625 ILCS 5/1-101.8;
- A golf cart, as defined by Section 625 ILCS 5/1-123.9; and
- A recreational off-highway vehicle, as defined by Section 625 ILCS 5/1-168.8.

Lakes: Woods Creek Lake, Goose Lake (Lake 2), Willow Lake (Lake 3), Lake Scott (Lake 4), Larsen Pond, Turtle Pond and Fen Lake at Barbara Key Park.

Park: All recreational areas owned or operated by the Village including but not limited to: Avalon Park, Barbara Key Park, Bark Park, Celebration Park, Cheswick Place Park, Dome Hill, Echo Park, Echo Hill Park, Ford School Park, Butch Hagele Beach, Hipkind Park, Horner Park, Edward William Hynes Park, Indian Trail Beach, Jaycee Park, Ken Carpenter Park, Kennedy Triangle, La Buy Park, Larsen Park, Leroy Guy Park, Linda K. Fischer Park, Lynn Dillow Park, Nature's View Park, Nockels Park, Normandy Park, Plote Field, Richard Taylor Soccer Field, Rolling Hills Park, Ryder Park, Stoneybrook Park, Sunset Park and Turtle Island Park, and excluding Goose Lake (Lake 2), Willow Lake (Lake 3) and Lake Scott (Lake 4).

Rental Facilities: Park facilities, including gazebos or shelters, the La Bahn-Hain House, or designated public areas at Village Hall.

Service Dog: Any dog that is individually trained to do work or perform tasks for the benefit of an individual with a disability, including a physical, sensory, psychiatric, intellectual, or other mental disability. The work or tasks performed by a service dog must be directly related to the individual's disability. The crime deterrent effects of an animal's presence and the provision of emotional support, well-being, comfort, or companionship do not constitute work or tasks for the purposes of this definition.

Special Event: Any event or congregation of residents within the Village, including but not limited to outdoor exhibitions, races, carnivals, fairs, circuses, parades, shows, musical performances, speeches, rallies, plays, or motion pictures, held on Village owned property, except those authorized by a Facility Use Permit issued pursuant this Section.

Special Event Review Committee: Village Administrator, Chief of Police, Director of Parks and Recreation, Director of Community and Economic Development, Director of Public Works and the Fire Chief of the Fire Protection District with jurisdiction over the Special Event or their designee.

8.02 OPERATING POLICY

A. HOURS: Village parks, lakes and beaches shall be open daily to the public during the hours from dawn to dusk, with the exception of night ice skating between November 1 and March 31 of each following year, and fishing throughout the year at the following park sites: Larsen Park, Nockels Park, Horner Park, Turtle Island, Echo Hill, Barbara Key Park and La Buy Park. Plote Field will be open from dawn to 11 p.m. when said use is in compliance with rules of use for said ballfield as may be approved and published by the Director of Parks and Recreation from time to time. The Bark Park operating hours shall be from dawn to 9 p.m. 365 days per year when said use is in compliance with the rules of use.

It shall be unlawful for any person other than Village personnel conducting Village business therein to occupy or be present in the park during any hours in which the park is not open to the public, except as approved by the Director of Parks and Recreation upon application for a Facility Use Permit, provided for in Section 8.13 herein or a Special Event Permit, provided for in Section 8.14 herein.

B. CLOSING PARKS: Any section or part of a park may be closed to the public by the Village President or the Director of Parks and Recreation at any time and for any interval of time, either temporarily or at regular or stated intervals.

8.03 USE OF PARKS, LAKES AND BEACHES

A. REGULATED: Village staff shall have the authority to regulate activities in Parks, Lakes and Beaches whenever necessary to prevent congestion and to secure the maximum use for the comfort and convenience of all visitors. All users of the Parks, Lakes and Beaches shall comply with any directions given to achieve this end. No person shall use any Park, Lake, or Beach in the Village for other than the designated purposes or in any manner which interferes with or inhibits the use of the facility by the public.

B. NON-EXCLUSIVE USE: No person, group, association or organization shall use any portion of a park or picnic area or any of the buildings or structures within a park for the purpose of holding an event to the exclusion of other persons, nor shall any person use such area and facilities for an unreasonable length of

time if the facilities are crowded, unless a Facility Use Permit or Special Event Permit is granted and only to the extent and for the duration granted.

8.04 PROTECTION OF PARKS, LAKES AND BEACHES

A. DAMAGE TO PROPERTY: No person shall mark, deface, injure, destroy, damage, tamper with, or remove any park, lake or beach property, facilities or equipment, whatsoever, either real or personal.

B. SANITATION: No person shall throw, pour or in any other manner, discharge any substance or chemicals, whether liquid or solid, upon the water, grounds or property of a park, lake or beach which may be injurious to persons, animals or park property.

C. REFUSE: No person shall bring in, have brought in, or put into any park, lake or beach, any rubbish, refuse, garbage or other such material. Any refuse and rubbish generated from use of any park shall be deposited in receptacles provided in the park. Where no such receptacles are provided, all such rubbish or waste shall be carried away from the park by the person responsible for its presence and properly disposed of elsewhere.

D. SMOKING AND TOBACCO USE: The smoking of tobacco and the use of smokeless tobacco products is prohibited on or within 15 feet of any sports field, athletic court, skate park, recreation shelter or structure, public beach, disc golf course, splash pad, and dog park within the Village. The Director of Parks and Recreation may waive this provision for a special event or festival for the period of time the special event and/or festival is taking place. The term smoking shall be defined as the use of any type of cigarette, cigar, pipe, or any other smoking equipment, whether filled with tobacco or any type of consumable plant material. The term smokeless tobacco products shall be defined as snuff, chewing tobacco, smokeless pouches and other forms of loose-leaf tobacco.

E. TREES AND VEGETATION: No person shall damage, destroy, remove or climb upon any tree or other vegetation located in any park or recreation area.

F. ANIMALS: No person shall bring any animal, except Service Dogs, into any Village-owned and operated beach, baseball, football, soccer or other recreational field or marked perimeters

of playground areas or indoor recreational facilities whether on a leash or being ridden. Animals on leashes will be allowed at all other locations within a park as long as the owner, or handler, has appropriate waste collection equipment and immediately picks up any droppings eliminated by their animal.

G. GOLF: No person shall hit any golf balls in any park at any time.

H. FIRES: No person shall build a fire in any place other than a fireplace or grill affixed to the property by the Village, any portable grill constructed of a suitable fireproof substance, or in any other area designated by the Village. No persons shall leave a picnic area before their fire is completely extinguished.

I. FLOATING PLATFORMS: It shall be unlawful for any person to place or maintain a floating-type platform on any lake within the Village without first securing written permission from the Community Development Department. The Community Development Department shall grant a permit for said platform only if the person seeking said permit can show that the platform will not create an obstruction or hazard to others and will be secured and anchored in a reasonably sound engineering manner.

J. CAMPING: No person shall picnic or camp in a place other than that designated for such purpose in any park.

K. ADVERTISING: No person shall announce, advertise or call to the public's attention in any way, any activity or event, or article or service for sale or hire in any park.

L. EARTHEN DAM, SPILLWAY: Trespassing is prohibited on any earthen dam and spillway properties at all times (except the Barbara Key Park earthen dam).

8.05 BEACHES AND SWIMMING

A. AREAS AND TIMES:

1. Swimming or wading is prohibited in any stream, creek, lake or pond and all other public areas other than Indian Trail Beach and Butch Hagele Beach. Swimming is restricted to the areas designated by buoys. Village sponsored events are exempt from this provision.

2. Access to the beaches is restricted to Village residents and their invited guests accompanied by a member of the resident's household. Swimming from said beaches is during dates and times as approved by the Village Board.
3. Lakefront property owners may swim from their property at their own risk.

B. CHILDREN: Persons less than 16 years of age must be accompanied by a responsible person 16 years of age or older when entering or using any beach area.

C. FISHING PROHIBITED: Fishing is prohibited from the beach areas at all times, with the exception of Village sponsored events.

8.06 FISHING

A. FISHING PERMIT: Every person fishing from the shore or boat, on any lake property, including without limitation the lakes, easements, or rights of way adjoining the lake, within the Village shall have a current Annual Fishing Permit or Daily Fishing Permit.

B. FEES:

1. Fishing Permit fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. The Annual Fishing Permit fee shall be due and payable on or after May 1st of each year. Issued permits shall expire on the 30th day of April following the date of issue.
3. The Daily Fishing Permit shall expire at 11:59 p.m. on the day issued.
4. Children under the age of 5 years do not require a Fishing Permit while in the company of a holder of a current Fishing Permit.

C. LOST FISHING PERMIT: Replacement Fishing Permits may be obtained at the Village Hall by filing a lost tag affidavit and paying of a replacement fee.

D. ICE FISHING RESTRICTIONS:

1. The burning of charcoal, wood, or white gas on any lake within the Village shall be prohibited. Only devices fueled with propane shall be used for warming or cooking purposes on any lake.
2. Power augers shall only be used on the lake in accordance with Subsection 43.9-A-7 of this Code.
3. Ice fishing shelters shall be permitted on the lake pursuant to the following regulations:
 - a. Ice fishing shelters shall be commercially manufactured of lightweight materials, excluding wood. Ice fishing shelters shall be portable and classified as being capable of housing not more than three persons.
 - b. Shelters shall not be left unattended upon the lake or adjacent public properties at any time except when a shelter is left on the lake overnight between Friday and Sunday, and only as long as the owner has a valid Fishing Permit and the owner's name and address is visibly affixed on the outside of the shelter.
 - c. No person shall commence ice fishing on a section of any lake that has been, or is in the process of being, cleared and/or set up for ice skating purposes.
 - d. If an ice fishing shelter is placed upon any lake in violation of any provision of this Section 8.06 and said shelter is unattended, said shelter will be deemed a public nuisance. Said shelter shall be removed from the lake and held by the Police Department, or its designated agent, until after payment of any applicable fees and penalties and until the shelter can be returned to its owner.

E. REVOCATION: Fishing Permits are non-transferable and may be revoked when used by someone living outside of the family. No portion of the fee will be refunded when a Fishing Permit is revoked.

8.07 BOATS

A. BOAT USE PERMIT:

1. It shall be unlawful for any resident to operate a boat on any lake within the Village without first obtaining a Boat Use Permit. Boat Use Permits are issued at the Village Hall during regular business hours and the Police Department during non-business hours.
2. Two current Boat Use stickers are provided by the Village and must be affixed to the front of each boat, one sticker on the port side and one sticker on the starboard side.
3. All Not for Profit organizations that regularly use the lake for boating shall obtain Boat Use Permits but shall be exempt from the fee requirements.
4. No person shall operate any boat on any Village lake without first agreeing to waive and release the Village from all liability related thereto by signing a release form provided by the Village.

B. FEES:

1. Boat Use Permit fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. The Annual Boat Use Permit fee shall be due and payable on or after May 1st of each year. Issued permits shall expire on the 30th day of April following the date of issue.
3. The Daily Boat Use Permit shall expire at 11:59 p.m. on the day issued.

C. MOTORS PROHIBITED: Except as provided in Subsection D of this Section, it shall be unlawful for any person to operate a motorized boat or vehicle on any lake in the Village; provided, however, that this Subsection shall not prohibit the use of an electric trolling motor being used for the purpose of propelling a fishing boat.

D. EMERGENCY BOATS: The Police Department or Fire personnel may operate, or authorize others to operate, any motorized boat for police patrol and emergency services on the lake.

E. STORAGE ON VILLAGE PROPERTY:

1. No boat shall be stored on Village property except if proper authorization has been granted and an annual storage fee has been paid by the registered owner of the boat. Storage fees shall be as approved by the Village Board of Trustees and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code.
2. Failure to display current stickers will deem a boat a public nuisance. Said boat may be removed from the lake and held by the Police Department, or its designated agent, until after payment of any applicable fees and penalties and until the boat can be returned to its owner.

F. All boats are prohibited from being launched or operated within the designated swimming areas, which are provided in Section 8.05 A.1 of this Chapter.

8.08 ALCOHOLIC BEVERAGES

A. Except as provided in Chapter 33 of this Code, it shall be unlawful for any person to possess or consume any alcoholic liquor in any Parks, Lakes, Beaches or public buildings within the Village.

B. Any licensee as defined herein, person, non-profit organization or club located within the Village, such as a church, order or lodge, veterans' organization, civic organization or other similar organization, may make application to the Local Liquor Commissioner and Clerk for a daily or event permit to possess or consume alcoholic liquor in specified areas of Village parks and rental facilities. Issuance of said permit shall be conditioned on the following:

1. An application shall be submitted for a daily or event liquor permit for use of parks and rental facilities. Applications shall be signed by the applicant and also by a person or persons, who are 21 years of age or older, who will be responsible

for overseeing the serving and consumption of beer and/or wine in the permitted area of the park and/or rental facility, and who will be responsible for keeping guests with beer and/or wine out of other areas of the parks and rental facilities, and shall conform to the application and fee requirements in Chapter 33, except as otherwise provided in this Section.

2. Insurance: Such application shall include the following proof of insurance. Such insurance shall be in compliance with Chapter 33, except as otherwise provided herein:
 - a. Applications shall include an insurance certificate certifying that the applicant has in force and effect the insurance coverages required in Chapter 33, and that the Village is an additional insured on all such insurance for the duration of the event for which the Facility Use Permit, and daily or event permit has been requested.
 - b. Applicants who are not acting on behalf of an organization or club may request that the Village accept a general liability policy covering the event in lieu of the insurance required under Chapter 33. The Village may accept such alternative coverage where the policy includes social host liquor liability insurance and names the Village as an additional insured for the duration of the event for which the Facility Use Permit and daily or event permit has been requested. The policy shall maintain limits no less than \$1,000,000 per occurrence.
 - c. Applications shall not be considered if the insurance requirements have not been met.
3. Applications shall indicate the manner in which beer and/or wine will be served, including what methods will be taken to ensure that the beer and/or wine will be contained in the designated area and how ingress and egress will be limited.

C. Sale of Alcoholic Liquor in Village Parks, Lakes, Beaches and Public Buildings: The sale of alcoholic liquor in Village Parks, Lakes, Beaches and public buildings shall only be allowed by daily or event permit in accordance with Chapter 33 of this Code. Nothing contained in this Section shall be deemed to affect in any way the provisions of Chapter 33 of this Code or any other ordinance regulating the use of the Village parks and rental facilities.

8.09 BARK PARK

No person shall use any portion of the Bark Park grounds unless they have paid for a current membership to the park. Bark Park members are required to have available the membership ID provided by the Village at all times while visiting the park. Village sponsored events are exempt from this provision.

8.10 SKATE PARK FACILITIES

A. REGULATIONS:

1. Skateboards, bicycles, and in-line skates are allowed in the same area of the skate parks. Only those individuals with skates, bicycles, or skateboards are allowed in the skate park.
2. Motorized vehicles and scooters are prohibited within the designated skating area.
3. Spectators are not allowed on equipment.
4. Skateboarding, inline skating and bicycling are high-risk activities with inherent risk of injury. Participants use the skate parks at their own risk.
5. Wearing protective equipment, including elbow pads, knee pads and a helmet with chin strap is recommended for all users.
6. All users are responsible for inspecting structures prior to use to ensure that fixtures are safe for use. Do not use the skating structures if they are damaged.
7. Personally owned ramps, half pipes or similar devices are prohibited.

8. Profanity and/or other language, offensive behavior or conduct that alarms or disturbs another individual is prohibited.
9. Reckless behavior that places the individual or other parties present at risk of harm is prohibited.
10. Graffiti, defacement or any other form of criminal damage to property is prohibited.
11. Backpacks, food and drink are allowed only in the picnic table areas outside the skate park.
12. Glass is prohibited within or upon the facility.

B. HOURS: Skate parks are open daily from dawn to dusk, weather permitting. Ramps shall not be used when wet or icy, or after rain or snow, or as otherwise determined necessary by the Village.

8.11 HARD SURFACE COURTS

A. Regulations. The following shall serve as regulations for use of hard surface courts in parks.

1. Persons may only use the courts for the purpose intended or otherwise approved by the Director of Parks & Recreation, and persons using the courts do so at their own risk.
2. Skateboards, skate shoes, bicycles, motorized vehicles and scooters and not allowed.
3. Players must give up court use every hour on the hour when people are waiting.
4. Non-participants must wait off court and outside of the court and/or fence.
5. Village of Lake in the Hills programs or events have priority as needed and as posted.

8.12 VEHICLES

A. OPERATION: No person shall operate any motor vehicle, motorcycle, or motor-driven cycle on any park property or on any other Village-owned property at any time except only on roadways

or improved parking areas; provided, however that the Director of Parks and Recreation, the Chief of Police, or their designees, may grant special written permission to individuals to operate vehicles on areas other than roadways or improved parking areas. Municipal vehicles are exempt from this ordinance.

B. NON-HIGHWAY VEHICLES: No person shall operate a snowmobile or any other of Non-Highway Vehicle on any park property or on any other Village-owned property at any time, unless authorized to do so through the issuance of a Special Event Permit; or by special written permission from the Director of Parks and Recreation or the Chief of Police, or their designees.

C. SPEED LIMIT: No person shall operate any motor vehicle, motorcycle, or motor-driven cycle at any speed greater than 10 miles per hour within any Village park at any time.

D. PARKING: No person shall park a motor vehicle in any prohibited area that is posted with signs prohibiting parking.

8.13 FACILITY USE PERMIT

A. PERMITS REQUIRED: No individual or group, regardless of the group's size, may have or claim to have exclusive use of any Rental Facility within the Village unless a permit authorizing exclusive use has been issued in advance to that individual or group by the Village Administrator or their designee. The Board of Trustees may adopt, from time to time, forms and procedures for the submission of a Facility Use Permit application, consistent with the requirements of this section.

No person may possess, consume, or offer for sale or consumption any alcoholic liquor on public property without a valid daily or event permit in accordance with this Chapter and Chapter 33.

B. FEES: The Board of Trustees may adopt, from time to time, a schedule of fees for Facility Use Permit applications. The Board of Trustees may also, from time to time, adopt requirements for the payment of security deposits or use fees in connection with the use of Rental Facilities. No person or group may use such Rental Facilities without first having paid the required deposit and fee as provided in the fee schedule attached to the Application (the "Fee Schedule").

C. REGULATIONS: All uses of such Rental Facilities shall be in accordance with the regulations applicable thereto, which regulations shall be approved by the Board of Trustees and shall

be attached to the Application (the "Regulations"). Such Regulations may be revised from time to time by the Board of Trustees.

D. APPLICATION: A Facility Use Permit application must set forth the following information:

1. The name, address, and telephone number of the applicant and a contact person for the event.
2. A description of the type of event or activity for which the Rental Facility will be used.
3. The name of the Rental Facility that the applicant requests to use and a specific description of any areas or facilities outside the Rental Facility that will be used in connection with the event.
4. The date, time, and expected duration, including any set-up and clean-up, of the event.
5. The approximate number of persons expected to attend or participate in the event.
6. A description of any equipment, systems, or vehicles that will be used in connection with the event.
7. A description of any proposed service, distribution, possession, or consumption of alcoholic beverages.
8. Proof of compliance with all applicable federal, state, and Village licensure, permitting, and insurance coverage requirements, including proof of insurance coverage in the minimum amounts established by the Village from time to time for events.
9. Such other information as may be reasonably required or requested by the Village.

8.14 SPECIAL EVENT PERMIT

A. Permit Required: A permit is required for any event or congregation of residents within Village Parks or Rental Facilities, except those authorized by a Facility Use Permit issued pursuant to Section 8.13, when:

1. The person or group desires to have exclusive use of an area, park or facility within the Village; and
2. The number of persons will exceed 100; or
3. Any person or group will use Village facilities outside of the normal days and hours for public use of such facilities; or
4. Any stage, podium, tent, or other structure will be erected; or
5. Any third-party vendors will be utilized or food will be sold; or
6. Any loud or amplified speech, music, or other sound will be made, or any system or device will be used to make amplified sounds or signals, that does not conform with the restrictions on noise and amplified sound contained in this article; or
7. Any person will swim, wade, or boat outside of the areas designated for those activities; or
8. Special or ancillary Village services are requested or required in connection with the event for support, security, or other purposes, including, without limitation: electricity or other utilities, site preparation or restoration assistance, police or security services, fire safety services, lifeguards or water safety services, assistance with equipment, or other Village staff assistance; or
9. The event includes, but is not limited to the following activities: outdoor exhibitions, races, carnivals, fairs, circuses, parades, shows, musical performances, speeches, rallies, plays, or motion pictures.

B. FEES: The Board of Trustees may adopt, from time to time, a schedule of fees for Special Event Permit applications. The Board of Trustees may also, from time to time, adopt requirements for the payment of security deposits or use fees in connection with the Special Event Permit. No person or group may conduct such special event without first having paid the required

deposit and fee as provided in the fee schedule attached to the Application (the "Fee Schedule"). Damage to Village property or equipment that exceeds the security deposit will be the responsibility of the sponsoring organization.

C. REGULATIONS: All Special Events shall be in accordance with the applicable regulations, which shall be approved by the Board of Trustees as part of the Special Event Permit Regulations and Application (the "Regulations"). Such Regulations may be revised from time to time by the Board of Trustees.

D. APPLICATION: A Special Event Permit application must set forth the following information:

1. The name, address, email, and telephone number of the applicant and a contact person for the special event.
2. The date, time, specific location, and expected duration, including any set-up and clean-up, of the special event.
3. The approximate number of persons expected to attend or participate in the special event.
4. A description of any signs, banners, markers, or structures, including, but not limited to, stages, podiums, platforms, or tents, proposed to be erected or displayed in connection with the special event.
5. A description of any sound-amplification systems or devices proposed to be used in connection with the special event, and a description of how such systems or devices will be used.
6. A description of any other equipment, systems, or vehicles that will be used in connection with the special event.
7. A description of any proposed service, distribution, possession, or consumption of alcoholic beverages.
8. Proof of compliance with all applicable federal, state, and Village licensure, permitting, and

insurance coverage requirements, including proof of insurance coverage in the minimum amounts established by the Village from time to time for special events.

9. A hold harmless and indemnification agreement.
10. Such other information as may be reasonably required or requested by the Village, including but not limited to: a site plan, a traffic control plan, incident action plan, an emergency action plan, electrical plan, and/or outside agency permits.

E. APPLICATION PROCEDURE: All Special Event permit applications, together with all required submittals shall be submitted to the Village Administrator, or designee, for review a minimum of sixty (60) days prior to the event, except in exigent circumstances, in which case, the application shall be made as soon as practicable. Upon receipt of the application, the location will be reserved for the dates of the event pending final issuance of a Special Event permit. The issuance of a Special Event permit shall be subject to and any necessary approvals by the Village Board and the final approval of the Special Event Review Committee.

Special Event permits may be denied, shall not be transferrable, and shall be null and void upon written notice by the Village to the applicant or permittee based on the following:

1. The applicant fails to provide all the necessary information required;
2. The applicant provides false information;
3. The applicant or the business is not in compliance with any provision of this code, state or federal laws, rules or regulations;
4. The applicant has a background or history of violating local ordinance, state or federal law, rule or regulation of concern to the permitted use;
5. The public health, welfare or safety would be adversely affected by the continuation of the permit;
6. The permit was issued in error;

7. The applicant has outstanding fines, fees, or monies due the Village and has failed to pay them.

8.15 PENALTIES

A. Any person who violates this Chapter 8 shall be fined as approved by the Village Board and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code. Each violation of this Chapter 8 is hereby declared to be a public nuisance to be abated in the manner provided by law.

B. Any person, firm or corporation violating Section 8.13 or 8.14 may suffer the additional penalty of having his or her permit revoked for any such violation. Revocation shall be in writing signed by the Village Administrator. Revocation may impact the ability to secure future Special Event permits.

8.16 PARKS AND RECREATION BOARD

A. CREATION: There is hereby created the Parks and Recreation Board of the Village (the "Park Board"). The Park Board shall consist of seven members including the chairperson and vice-chairperson. Members of the first Park Board shall have the following terms: three for two-year terms, two for three-year terms and two for four-year terms. Subsequent members shall serve four-year terms.

B. APPOINTMENT AND QUALIFICATIONS: The Village President shall make the appointments to the Park Board with the advice and consent of the Board of Trustees. The President shall designate the term of office to be served by each of the original Park Board members. To be eligible to serve on the Park Board a person must be 18 years of age or older and a Village resident. No Park Board member appointed hereunder shall be interested in any supplies or contract with the Park Board.

The Village President shall designate one of the Park Board members to serve as Chairperson, a Vice-Chairperson shall be chosen by the advice and consent of the Park Board members. The position of Chairperson shall be reviewed on an annual basis. The Vice-Chairperson shall act in the absence of the Chairperson. The Chairperson shall be the presiding officer of the Park Board and ensure all meetings are conducted in compliance with the Open Meetings Act.

C. REMOVAL: The Village President may, by and with the consent of the Board of Trustees, remove any Park Board member for

misconduct or neglect of duty. Further, any Park Board member who fails to attend three (3) consecutive Park Board meetings without a valid reason, or who fails to attend one half of the total of all Park Board meetings scheduled or called during any one (1) year period, may be considered to have abandoned the office and said office may be declared vacant by the Village President.

D. VACANCIES: Park Board vacancies occasioned by resignation, removal or otherwise, shall be filled in like manner as the original appointments; such appointments shall be for the unexpired term.

E. COMPENSATION: All members of the Park Board shall be compensated, as determined from time to time by the Board of Trustees, for attendance at regular meetings of the Park Board.

F. MEETINGS: The Park Board shall keep written records of its proceedings, which shall be open at all times to public inspection and which minutes, after approval by the Park Board, shall be forwarded to the Director of Parks and Recreation for distribution to the Village Board.

The Park Board shall meet monthly. Additional meetings may be called if necessary.

G. POWERS AND DUTIES: The Parks and Recreation Board shall be a recommending body to the President and Board of Trustees and shall work with the Director of Parks and Recreation. They shall be responsible for the following:

1. Provide recommendations to the Village Board regarding Parks and Recreation activities in the Village.
2. Assist the Parks and Recreation Department to develop and maintain a comprehensive master plan for park facilities and recreation activities within the Village. Such plan should periodically be reviewed by the Parks and Recreation Board with recommendations for necessary changes forwarded to the Village Board.
3. Review all new residential development projects and provide a recommendation for the donation of park land or cash in lieu thereof and its projected use in accordance with the master plan.

4. Solicit information from the public, staff and user groups to determine parks, facilities and recreational programming needs. Recommend goals and implementation schedules to fulfill identified needs.
5. Evaluate current fees for and regulations governing park facilities and recommend changes as needed.
6. Solicit public comments on parks and recreation issues and communicate with the public to increase general awareness and understanding.
7. Provide input relative to the development of the annual budget for the Parks and Recreation Department.

A recommendation made will be forwarded to the Village Board upon a majority vote of the Park Board members in support of said recommendation.

H. DIRECTOR OF PARKS AND RECREATION: The Director of Parks and Recreation is an employee of the Village of Lake in the Hills with duties and responsibilities as outlined in the job description for the position. The Director of Parks and Recreation shall be selected based upon professional experience and education in accordance with Village recruitment policies. The Director of Parks and Recreation will work directly with the Parks and Recreation Board and shall report to the Village Administrator. If there is no person in the role of Director of Parks and Recreation, the Village Administrator may designate any employee or official of the Village to fulfill any duties of the role.



SPECIAL EVENT PERMIT REGULATIONS AND APPLICATION

Village of Lake in the Hills

A permit is required for all Special Events as defined in Chapter 8.14 of the Lake in the Hills Municipal Code. This applies to both for profit and not-for-profit organizations, and includes but is not limited to outdoor exhibitions, races, carnivals, fairs, circuses, parades, shows, musical performances, speeches, rallies, or motion pictures. The application packet must be completed in its entirety and submitted at least **sixty (60) calendar days** before the Special Event to the Village of Lake in the Hills, Administration Department, 600 Harvest Gate, Lake in the Hills, Illinois. The permit will not be issued until all comments/concerns have been addressed, signatures have been received, Village Board approval has been granted, and final approval has been granted by the special event review committee.

General Regulations:

- All special event requests require a permit from the Village of Lake in the Hills.
- The Village may place conditions on the Special Event as deemed appropriate to protect the health, safety, and welfare of the public.
- The Village Administrator or his/her designee may revoke a public event/entertainment license or a carnival worker permit at any time and demand immediate cessation of the event based upon violations of the Code, on-premise criminal acts by the event employees or when the event presents an endangerment to public safety.
- Police officers and all other Village officials shall have free access to the grounds and all booths, shows, and concessions on such grounds at all times to ensure that the event is in compliance with the Municipal Code.
- The size of the premises and/or parcel shall be of sufficient size to adequately accommodate the event and shall be limited to the maximum occupancy for the respective premises at which said special event is held.
- Parking areas, both on and off street, for the particular event shall be of adequate size, properly located, and the entrance and exit drives shall be laid out so as to prevent traffic hazards and nuisances.
- The location of the event shall be designed so that adverse effects on surrounding properties will be minimal, particularly regarding the traffic generated by the event.
- Refuse and recycling shall be in compliance with Village rules, regulations, and ordinances. As needed, a recycling container shall be placed next to each refuse container for public use. Final disposal of the refuse and recyclables shall be placed in the appropriate designated dumpsters.
- Mandatory Special Events Signage: In compliance with Human Trafficking Resource Center Notice Act (775 ILCS 50/), the organizer of a public gathering or special event that is conducted on property open to the public and requires the issuance of a permit from the unit of local government, shall post a notice that complies with the requirements of the Act in a conspicuous and accessible place in or about the premises in clear view of the public and employees where similar notices are customarily posted.

In compliance with the Firearm Concealed Carry Act (430 ILCS 66/), any public gathering or special event conducted on property open to the public that requires the issuance of a permit from the unit of local government, provided this prohibition shall not apply to a licensee who must walk through a public gathering in order to access his or her residence, place of business, or vehicle. Signs shall be of a uniform design as required by statute stating that the carry of firearms is prohibited and shall be clearly and conspicuously posted at the entrance of a building, premises, or real property as specified by the Firearm Concealed Carry Act.

SPECIAL EVENT TITLE: _____

SPECIAL EVENT INFORMATION

Event Location _____

Event Description _____

Start Date _____ End Date _____

Start Time _____ End Time _____

Expected Attendance _____ # Working the Event _____

Event Website _____ Admission Fee _____

How will revenue be used _____

SPONSORING ORGANIZATION

Name _____ Contact _____

Address _____

City, State, Zip _____

E-mail _____ Phone _____

EVENT COORDINATOR

Name _____

Home Address _____

City, State, Zip _____

E-mail _____ Phone _____

SUBMISSION REQUIREMENTS

Check all of the following that apply and submit the requirements outlined in the marked fields. Attach additional pages as necessary.

- 1. Use of a Public Site** – Select this box if the event will require the use of a public site. The use of a public site requires the submission of a site plan. Site plans are not required to be professionally drawn, but must be legible, and provide sufficient detail to paint a picture of what your event will look like.

The following is a list of minimum requirements that the site plan should meet:

- Location of Event
- Location of Food tents, service area and/or trucks/vendors
- Location of Alcohol, marking the area being restricted to over 21
- Location of Portable Restrooms
- Location of stages/temporary structures, buildings, fire lanes, streets, sidewalks, alleys and fencing, which must indicate locations of exits and gates
- Location of carnival, if applicable
- Waste Collection Sites and Refuse Removal Plan
- Parking location and vehicle/pedestrian circulation plan

- Any other specific details of the layout for the event

- 2. Use of Public Roadway(s)** – Select this box if the event will require the use of a public roadway. Special Events that require the closure of a public roadway or the temporary obstruction of traffic flow require the submission of a traffic control plan. The traffic control plan must include the following:

- Traffic layout for safety purposes
- Route map
- Location of directional signage
- Location of other signage
- Location of barricades
- Power/extension cords
- Parking areas

Traffic Control. Only Lake in the Hills police officers, community service officers, or police explorers shall be used for traffic control on Village streets or in Village right-of-way for special events, unless the police chief provides an exemption per Village Ordinance. Fees for traffic control services will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided by the Village and/or Police Department staff unless waived by the Village Board.

- 3. Serving / Selling Food** – Select this box if you will be serving or selling food. If food is prepared or served, the special event must comply with all applicable local, state and county rules, regulations, and laws. Provide copies of each permit application submitted by the McHenry County Department of Health for all participating food vendors.
- 4. Temporary Signage** – Select this box if you require temporary signage for this event. The request must include a description of the sign(s), dimensions, dates of display, and the specific location where the sign(s) is to be displayed.
- 5. Non-Highway Vehicles** – Select this box if you are requesting the use of non-highway vehicles by special event organizers, staff or volunteers. Provide a description of the non-highway vehicles (ATV, golf cart or similar) requested to be used. Provide a list of the individuals who will be authorized to operate the vehicles.

For purposes of public safety, non-highway vehicles:

- a. Should use roads closed to public traffic. If used on a public road, compliance with the Illinois statutory requirements of 625 ILCS 5/11-1426.1 shall be followed;
- b. Must comply with Illinois statutory requirements of 625 ILCS 5/11-1426.1(e);
- c. Shall only be operated by someone with a valid driver's license, and in compliance with Illinois statutory requirements of 625 ILCS 5/11-1426.1(g), 5/11-1427; and
- d. Operated by a person who is in actual physical control of a non-highway vehicle on a roadway while under the influence is subject to sections 11-500 through 11-502 of the Illinois Vehicle Code;
- e. Shall be operated as to yield to all pedestrian and vehicular traffic which constitutes a hazard; and
- f. Shall only be operated on Village Property as allowed by Village Ordinance.

- 6. Carnival** – Select this box if you are requesting a carnival. The applicant must include the following as part of the application for a special event:
- a. A statement verifying that the carnival operator does not employ any child sex offenders.
 - b. A statement verifying that none of the carnival operator's employees are fugitives from

- Illinois or any other state's law enforcement agencies.
- c. An accurate and comprehensive list of carnival workers, including, for example, driver's license information, social security information, etc. The carnival operator shall also keep this list on site and available for inspection.
 - d. A statement verifying that the carnival operator has conducted a criminal background check on each employee.
 - e. A statement verifying that the carnival operator conducts pre-employment or random drug testing of employees.
 - f. All carnival employees must keep government-issued photo identification (such as a state-issued identification card or driver's license) on their person at all times during the public event. The government-issued identification must be presented at any time to an officer of the Village upon request.
 - g. Information provided above is subject to verification by the Lake in the Hills Police Department.
- 7. Tents or Temporary Structures** – Select this box if you are planning to use tents or other temporary structures, such as staging, etc. Any tent, canopy, and/or temporary structure erected to house all or part of an event shall require the submission of any manufacturer's documentation, a Certificate of Flame Resistance, wind rating, and associated safety information. Anchoring must be coordinated with J.U.L.I.E. and shall not penetrate pavement. Construction of a temporary structure may require a building permit or inspections, which will be charged in accordance with the fee schedule. All tents or temporary structures must be removed within three (3) days of the completion of the event.
- 8. Sound Amplification** – Select this box if sound amplification will be used at the event. The Applicant's signature on this application will serve as an acknowledgement of the applicant's review of Section 43.09 of the Municipal Code.
- Check this box if you are requesting a Waiver of Noise Ordinance; Waivers to the Noise Ordinance are subject to Village Board approval.
- 9. Lighting and Sound Systems Utilization** – Lighting, sound, and/or stage systems will be inspected by the Village. All proposed lighting and sound system utilization and the location thereof, shall be subject to Village approval prior to issuance of the respective Special Event Permit.
- 10. Electrical** – Select this box if your event will require electrical. Special events requiring electrical may require an inspection. A line drawing shall be submitted with the application indicating each device being used, its fusing, and its power source. In addition, for all temporary power sources, a description, source, location contractor name, contact information and a copy of the contractor's license must be submitted with the application.
- 11. Exterior Propane Tanks.** Propane tanks supplying heating and cooking devices are allowed in open, external to permanent structures or vehicles, uncovered areas only and shall not be under tents. All propane tanks must be secured and cannot exceed 100 lbs.
- 12. Emergency Action Plan (Minor Special Events)** – For a minor special event (outdoor sales event, athletic event, small open-air gathering), an event organizer shall prepare an emergency action plan for a special event that is based on the estimated number of attendees and, at a minimum, includes:
- a. On-site security for attendees and property;
 - b. On-site medical coverage, number of a level of certification of emergency medical responders, and the 911 access that will be utilized for the special event;

- c. Fire safety plan;
- d. Weather related evacuation and cancellation plans; and
- e. Documents required in the Special Events Application.

When required for a special event, the number of police officers, emergency medical providers, and fire department employees required for a special event must be based on guidelines established by each separate department.

- 13. Incident Action Plan (Major Special Events)** – For major special events, the event organizer shall work with the police department in the development of an incident action plan (IAP). For major special events (parades, festivals, carnivals, etc.), the event organizer shall designate a person(s) to provide the necessary information and documents to the police department representative who shall have the responsibility of the development of an Incident Action Plan. All requested documents and/or information requested for the Incident Action Plan shall be provided to the police department representative no later than 60 days prior to the start of the event. Non-compliance with requests for documentation and/or information as needed is grounds for cancellation of the special event.

When required for a special event, the number of police officers, emergency medical providers, and fire department employees required for a special event must be based on guidelines established by each separate department.

- 14. Public Safety/Police Services** – Select this box if your event will require additional public safety or police services. Provide a description of your safety plan and list of requested services. If police officers or other Village staff are used for an event, the applicant shall be responsible for their costs. Fees will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided.

During the event permitting process, the Lake in the Hills Police Department will review each application and provide requirements on the number of sworn officers or other security needed for the special event. The Lake in the Hills Police Department has final authority to require a minimum number of police officers, licensed private security guards, and/or volunteers to staff the proposed event. The Lake in the Hills Police Department has the authority to adjust the scale and certain aspects of the event in order to provide a safe and secure environment.

An event organizer may hire private security, for personal safety or property security during a special event to supplement the services provided by the Lake in the Hills Police Department. Private security employed must:

- a. Be in uniform;
- b. Be able to contact police, fire, or emergency medical services if necessary;
- c. Remain on-site during the special event, including while the special event is completed and through the take-down process;
- d. Be licensed by the State of Illinois;
- e. Provide necessary documents to show they have been insured and bonded;
- f. Not consume any alcoholic beverages or participate in the special event; and
- g. Meet with the Lake in the Hills Police Department prior to the event to establish guidelines.

The supervising sergeant/officer in charge at a special event may, at his or her discretion, reduce the number of peace officers posted at a special event.

Unless a peace officer has been authorized by the police chief, or is otherwise on duty and acting in an official capacity of their agency, only peace officers or police explorers commissioned by the Village

of Lake in the Hills shall be used for traffic control on Village streets or in Village right-of-way for special events, as defined by municipal code.

Exemption: Depending on the size, location and scope of the event, the police chief can make the determination to allow volunteers for traffic control.

- 15. Public Works Services** – Select this box if your event will require additional public works services (ex. barricades, cones). Provide a description of the requested services. Fees will be estimated at the time of application; however, applicant will be invoiced according to actual service hours provided.
- 16. Medical Services** – Explain what provisions have been made for first aid and emergency medical services. Paramedics may be required at your event at the applicant’s expense based upon a full review from the Fire Protection District having jurisdiction over this event.
- 17. Indemnification Agreement, Waiver and Release** – As a condition of approval of the proposed special event permit, the applicant shall be required to submit an Indemnification Agreement, Waiver and Release provided by the Village.
- 18. Insurance** – Without limiting the applicant’s indemnification of the Village, the applicant shall provide and maintain at his/her own expense for the special event, the below listed policies of insurance or liability coverage covering the activities, services or operations relating to the event. All such insurance shall be secured through a carrier(s) satisfactory to the Village.

The applicant shall furnish the Village with certificates of insurance naming the Village, its officials, agents, employees and volunteers as additional insureds on a primary and non-contributory basis under the policy or coverage by original endorsement, and with original endorsements affecting coverage required by this clause. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010 or CG 2026. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

The Village’s insurance or liability coverage shall always be deemed excess over any other insurance or liability coverage whether primary, excess, pro rata, contingent or any other basis. All policies of insurance or liability coverage shall contain a waiver of subrogation as against the Village, its agents, employees, and officers except with respect to the sole negligence of the Village.

- a. **Commercial General Liability:** Special events require a \$1,000,000 combined single limit per occurrence for bodily injury, property damage and personal injury with a general aggregate of twice the required occurrence limit.
- b. **Business Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury and property damage.
- c. **Liquor Liability (if applicable):** maintain a minimum of \$1,000,000 per occurrence for bodily injury, and property damage, with an aggregate of twice the required occurrence limit.
- d. **Workers’ Compensation and Employers’ Liability (if applicable):** Workers’ Compensation coverage with statutory limits and employers’ liability limits of \$500,000 per accident. This requirement only applies when a sponsor is using employees (not subcontractors or vendors) as part of the event set-up, take down or working in relation to the event.

With reasonable notice to the sponsors and event organizers, the Village reserves the right to require insurance of the event sponsors, organizers, and vendors other than that specifically provided herein,

and to change the minimum acceptable limits of liability based on the Village's determination, in its sole discretion, that the risk presented by the public event warrants such changes. The Village does not warrant or represent that the specified insurance is adequate to protect the interests or liabilities of the sponsor, organizer, or vendors.

All insurance documents must be submitted not less than 30 days prior to the event. A public event permit cannot be issued without approved insurance.

Optional Additional Licensing

Serving/Selling Alcohol

Check the box if you are planning to serve or sell liquor at your event. A written request for either a Daily Liquor License or Event Permit will be required. Event staff serving alcohol or checking identification will be mandated to take Beverage Alcohol Sellers and Servers Education and Training (BASSET). For more information, visit the following page on the Village's website: [Liquor License Request](#)

Raffle License

Check the box if you are planning to hold a raffle at your event. A separate raffle license will be required. For more information or to download an application, visit the following page on the Village's website: [Raffle License Application](#)

Affidavit of Applicant

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Lake in the Hills to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Lake in the Hills Municipal Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Lake in the Hills, the State of Illinois, and the United States of America in the conduct of the Special Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above-named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

The undersigned represents it has full authority to execute this Special Event Permit Application and Hold Harmless Agreement on behalf of the Permittee/Licensee.

Signature of Applicant

Date

Printed Name of Applicant

SPECIAL EVENT FEE SCHEDULE

Application Fee	\$25
Background Checks	\$50/ea.
Barricade Replacement Cost*	\$50/ea.
Cone Replacement Cost*	\$15/ea.

** There is no cost for barricades or cones, provided they are returned in the same condition as received, to the Public Works Department on the business day following the completion of the event.*

Emergency Action Plan Review (Minor Special Events)	\$150
Incident Action Plan Review (Major Special Events)	\$300
Inspection Fees	
Tents (120 sq. ft or larger)	\$100/tent
Tents (mini popup, less than 120 sq. feet each)	\$100/event
Stages (Constructed or prefabricated)	\$100
Lighting & Sound (included with stages or tents)	\$0
Electrical generator(s)	\$30/event
Miscellaneous electric	\$30
Public Safety/Police Services	As quoted
Public Works Services	As quoted
Security Deposit (refundable)	\$1,000

The deposit fee is required for all special events. Damage to Village property or equipment that exceeds the security deposit will be the responsibility of the sponsoring organization.

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

As a condition of this permit being issued, to the fullest extent permitted by law, the Permittee/Licensee hereby indemnifies, defends, and holds harmless the Village, its officials, employees and agents from and against any and all liability or claim of liability, loss or expense, including defense costs and legal fees and claims for damages of whatsoever character, nature and kind, whether directly or indirectly arising from or connected with an act or omission of the Permittee/Licensee, or an agent, invitee, guest, employee, or anyone in, on or about the Premises invited by and/or with the permission and consent of the Permittee/Licensee, with respect to the Premises or the operations, activities or services, of any nature whatsoever, of the Event, including, but not limited to, liability expense and claims for: bodily injury, death, personal injury, or property damage caused by the negligence, creation or maintenance of a dangerous condition of property, or intentional infliction of harm, including any workers compensation suits, liability, or expense, arising from or connected with the activities, operations or services performed by or on behalf of the Permittee/Licensee by any person, or violation of state and federal laws.

Nothing set forth in this Agreement shall be deemed a waiver by the Village of any defenses or immunities that are or would be otherwise available to the Village or its agents, employees or officials under the provisions of the Illinois Local Government and Governmental Employees Tort Immunity Act, or that are otherwise available to local governments and their corporate authorities, officers, employees, agents and volunteers under the common law of the State of Illinois or the United States of America. The provisions of this Section shall survive the expiration or earlier termination of this Agreement or renewal thereof.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnities or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/Licensee.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/ Licensee: _____

Circle all that apply: Applicant Sponsor Organizer Promoter

By: [Print] _____

[Authorized Signature] _____

Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Police

SUBJECT: Southeast Emergency Communication (SEECOM) Agency Communications Service Agreement

EXECUTIVE SUMMARY

With the state mandated consolidation of dispatch centers in 2016, the Police Department entered into a five year service agreement with Southeast Communication Center (SEECOM) as our primary public safety answering point for the period of May 1, 2017 - April 30, 2022. The department has received solid police dispatching services during this period and SEECOM has provided a renewed agreement for the period of May 1, 2022 - April 30, 2025. There are only two other agencies for dispatch services in McHenry County; North East Regional Communications Center (NERCOM) and the McHenry County Sheriff's Office. The Police Department is recommending continuation of the agreement with SEECOM for the following reasons;

- SEECOM provides dispatch services to the neighboring police and fire agencies of Algonquin Police, Algonquin/Lake in the Hills Fire, Cary Police, Huntley Police, Huntley Fire, Crystal Lake Police, and Crystal Lake Fire. Lake in the Hills currently shares a radio frequency with Huntley Police which has proven beneficial in responding to calls for service and agency assists.
- It is the policy of the McHenry County Emergency Telephone System Board (ETSB) that 911 calls are routed to the dispatch center that handles dispatch services for fire departments. Therefore, all of the 911 calls placed within Lake in the Hills are received at SEECOM.
- The Village expanded its microwave network infrastructure to SEECOM in 2017 at an expense of \$141,562.00 which extended the security camera system, tornado sirens, and panic button to the control and viewing of SEECOM.
- The 2022 budget approved the purchase of the Motorola Mission Critical Smart Siren Tornado System. This system provides for the activation of the Village's tornado sirens over the statewide Starcom21 radio network. SEECOM is currently the only dispatch center in the state to have the platform to activate the tornado sirens using this system.

FINANCIAL IMPACT

The renewed agreement with SEECOM is on a Call for Service (CFS) rate of \$50.79/per call on calls for service provided during the preceding year of September 1 - August 31. The May 1st 2022 contract would be based off 9,332 calls for service for a total of \$473,972.28. In addition to the fees established, there is an annual assessment of \$1,154.00 to SEECOM's capital equipment fund. The total for dispatch services for 2022 is \$475,126.28 which is \$9,713.72 under the budgeted amount of \$484,840.00.

ATTACHMENTS

1. SEECOM Agency Communications Service Agreement with the Village of Lake in the Hills

RECOMMENDED MOTION

Motion to waive competitive bidding and authorize the Police Department to enter into the service agreement with SEECOM for 911 and police communication services.



AGENCY COMMUNICATIONS SERVICE AGREEMENT

VILLAGE OF LAKE IN THE HILLS

This agreement ("Agreement") is made this ____ day of _____, 2022, by and between the **Village of Lake in the Hills** including without limitation its police department, located in McHenry County, Illinois, hereafter referred to as "**Lake in the Hills**," and **Southeast Emergency Communications**, McHenry County, Illinois, hereafter referred to as "**SEECOM**", an intergovernmental cooperative venture between the Village of Algonquin, Village of Cary, and the City of Crystal Lake, organized and existing pursuant to the Constitution of the State of Illinois 1970, Article VII, section 10 (Ill. Const. 1970, Art. VII, Sec. 10) and an intergovernmental agreement dated June 17, 2003. Lake in the Hills and SEECOM may be referred to individually as a "Party" or collectively as the "Parties" to this Agreement.

RECITALS

A. Lake in the Hills provides to its residents and businesses, among other services, police services within its district geographic limits from its police department headquartered at 1115 Crystal Lake Road, Lake in the Hills, McHenry County, Illinois, 60156 and thereby requires certain radio dispatching and telecommunications services in order to provide these services.

B. SEECOM is a provider of public safety communications and telecommunication services to the Villages of Algonquin, Cary, and the City of Crystal Lake, McHenry County, Illinois, and affiliated police and fire protection districts and areas from its offices located at 100 West Woodstock Street, Crystal Lake, McHenry County, Illinois 60014-4262.

C. SEECOM agrees to provide certain police communication services required by Lake in the Hills according to the terms and conditions of this Agreement. Such services shall be provided from SEECOM's place of business located in Crystal Lake, Illinois.

D. Lake in the Hills, pursuant to its home rule powers contained in the Constitution of the State of Illinois (Art. VII, Sec. 6), as well as its statutory powers in the Illinois Municipal Code, enters this Agreement in the best interest of the health, safety, welfare, and financial interests of those that reside in, work in, and/or visit the Village.

In consideration of the mutual promises made herein, and for other good and valuable consideration, the parties agree as follows:

SECTION ONE DESCRIPTION OF SERVICES PROVIDED

1.1 Effective on the Date of Agreement, as defined herein, SEECOM shall provide Lake in the Hills, Enhanced 9-1-1 and Wireless Phase II telephone answering services as defined by the applicable provisions of the Emergency Telephone System Act [50 ILCS 750/0.01 et. seq.] and the Chapter 83 Illinois Administrative Code Part 1325, both as may be amended, fire alarm monitoring services, and police personnel direct dispatch services that are specified below. These services shall be provided in accordance with the terms and conditions of the Agreement in exchange for the fees and charges set forth below. The specific services to be provided by SEECOM during the term of this Agreement are:

1.2 During the term of this Agreement and on a 24-hour day basis, SEECOM shall answer 9-1-1 telephone calls, appropriate routine telephone calls, initiate and provide dispatch records for Lake in the Hills and dispatch them via the Starcom21 radio communications network.

1.3 Lake in the Hills will be provided a talk group on the Starcom21 Radio System for primary police dispatch under SEECOM's approved fleetmap. Additional interoperable and local use talk groups will be allocated as needed by Lake in the Hills.

1.4 For the purposes of this Agreement, "Date of Agreement" shall mean May 1, 2022.

SECTION TWO SPECIAL EQUIPMENT, INSTALLATION AND OPERATION

2.1 Lake in the Hills will be dispatched using an assigned talkgroup the Starcom21 Radio System as specified in the SEECOM Fleetmap. Any radio equipment used by the Lake in the Hills (i.e., vehicle radios, portable radios, transmitters/receivers located in their district) is the sole responsibility of Lake in the Hills. Replacement and maintenance of all radios used solely by Lake in the Hills shall be the responsibility of Lake in the Hills at its sole expense. Any reoccurring telephone line, point-to-point, or similar charges for radio, video and routine telephone line connectivity between Lake in the Hills and SEECOM shall be the responsibility of the Lake in the Hills.

SECTION THREE
PAYMENT

3.1 This Agreement period begins on May 1, 2022 or earlier should the parties agree and as documented by a written amendment to this agreement and ends after three years on April 30, 2025.

3.2 Lake in the Hills shall pay the Call for Service (CFS) Rate based on calls for service provided during the preceding year, calculated from September 1 through August 31.

3.3 The Call for Service Rate is multiplied by the calls for service provided to determine the annual payment of fees for Lake in the Hills.

3.4 The Call for Service Rate is projected to meet the operational budgetary needs of SEECOM and shall not exceed the following on an annual basis.

<u>Contract Date</u>	<u>CFS Rate</u>	<u>% of Change</u>
May 1, 2022	\$50.79	0%
May 1, 2023	TBD	Not to Exceed 3% from FY2022
May 1, 2024	TBD	Not to Exceed 3% from FY2023

3.5 In addition to the fees established in 3.2 of this Agreement, Lake in the Hills shall pay an annual assessment in the amount of \$1,154.00 for transfer to SEECOM’s Capital Equipment Fund, paid quarterly as defined in section 3.4.

3.6 SEECOM will invoice Lake in the Hills on a quarterly basis. Invoices are payable within thirty (30) days of the date of the invoice.

3.7 For purposes of this Agreement, the terms “calls” or “calls for service” shall be defined as any service request or report of an incident requiring, police, or public works units to be dispatched. Notifications, which are recorded as to the name, information, time of call, and expected response time, are not considered a “call.” For example, a call out of public works after hours necessitating only one call and no other work by the dispatch center. Traffic stops are not considered a chargeable call unless physical custody is required, e.g., DUI, WOW. If the traffic stop is related to a previous call or reported incident, then it is not a “call.” If police are required to respond to a fire call, it shall be a chargeable call for the police department involved.

SECTION FOUR

PAYMENT DEFAULT AND REMEDIES

4.1 Lake in the Hills's failure to pay any invoice within its payable period shall constitute a default under this Agreement.

4.2 In the event that Lake in the Hills defaults in the terms of this Agreement, including payments to be made to SEECOM, SEECOM shall serve Lake in the Hills with written notice of the default, and Lake in the Hills shall then have fifteen (15) days after service of the notice to cure the default by making payment in full of the invoice.

4.3 If Lake in the Hills fails to cure its default in payment within the fifteen (15) day cure period, SEECOM shall be allowed to immediately discontinue providing all dispatching services (unless other arrangements are made and approved through the SEECOM Executive Board) it has agreed to provide under the terms of this Agreement and the Agreement shall be terminated.

4.4 In the event of termination, Lake in the Hills shall pay SEECOM for all services performed by SEECOM to the effective date of termination.

SECTION FIVE

RELATIONSHIP OF THE PARTIES

5.1 The parties intend that an independent contractor relationship be created by this Agreement. Lake in the Hills shall not be considered a party of the intergovernmental Agreement between the Villages of Algonquin, Cary, and the City of Crystal Lake which has created SEECOM, and therefore, shall not have representation or voting rights on the SEECOM Executive Board. SEECOM agrees to forward a copy of the minutes of each SEECOM Executive Board meeting to the Police Chief of the Lake in the Hills in order to keep Lake in the Hills updated and informed on the operation of SEECOM. The conduct and control of the work will lie solely with SEECOM. The Police Chief of the Lake in the Hills Police Department, or designee, shall be a member of the Police Chiefs Advisory Committee and such other committees as the Board may determine.

5.2 SEECOM is not to be considered an agent, controlled servant, or employee of Lake in the Hills for any purpose. Lake in the Hills is not considered an agent, supervisor, controlled servant, or employee of SEECOM.

SECTION SIX DURATION

6.1 This Agreement is set to terminate at the end of the calendar day on April 30, 2025. Should either Party determine that it does not intend to renew the Agreement at the expiration of the current term, it shall provide the other with written notice of its intent at least twelve (12) months prior to the expiration of this Agreement. If no successor agreement is entered into by the parties prior to May 1, 2025 and no written notice of intent to not renew is submitted, then this Agreement shall continue on a year-to-year basis until such time as a new agreement is entered or the termination pursuant to proper notice of intent to not renew.

SECTION SEVEN TERMS TO BE EXCLUSUVE

7.1 This is the entire Agreement between the Parties with respect to the subject matter contained in this Agreement. Except as expressly provided to the contrary, the provisions of this Agreement are for the sole benefit of the Parties and not for the benefit of any other person(s) or legal entities.

SECTION EIGHT WAVIER OR MODIFICATION INEFFECTIVE UNLESS IN WRITING

8.1 No waiver, alteration, or modification of any of the provisions of this Agreement shall be binding unless in writing and signed by a duly authorized representative of both parties to this Agreement.

SECTION NINE NO ASSIGNMENT WITHOUT CONSENT

9.1 Neither Lake in the Hills nor SEECOM shall assign this Agreement or any of the rights and duties hereunder without the prior written consent of the other party.

SECTION TEN NOTICES

10.1 All notices given or required to be given under this Agreement shall be in writing and sent by personal delivery or registered mail, postage prepaid, to the parties at their respective addresses stated above or at such other address as may subsequently be specified in writing during the term of this Agreement.

**SECTION ELEVEN
SEVERABILITY**

11.1 If any part, term, or provision of this Agreement is decreed by the courts to be illegal or in conflict with any law of the state where made, the validity of the remaining portions not affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

**SECTION TWELVE
GOVERNING LAW**

12.1 This Agreement shall be governed by the laws of the State of Illinois, both as to interpretation and performance.

**SECTION THIRTEEN
PLACE OF VENUE**

13.1 Any action at law, suit in equity or judicial proceeding relating to this Agreement shall be instituted and conducted only in the 22ND Judicial Circuit Court of McHenry County, Illinois, each party agreeing to be subject to the jurisdiction of that court.

**SECTION FOURTEEN
SECTION HEADINGS**

14.1 The section and paragraph headings in this Agreement have been inserted for the purpose of convenience and ready reference. They do not purport to, and shall not be deemed to, define, limit, or extend the scope or intent of the sections or paragraphs to which they pertain.

**SECTION FIFTEEN
NUMBER OF COPIES**

15.1 This Agreement is executed in duplicate, each of which shall be deemed as original.

SECTION SIXTEEN HOLD HARMLESS

16.1 In the event a claim is made against SEECOM, its officers, other officials, agents, and employees, or any of them, or if SEECOM, its officers, other officials, agents, and employees, or any of them, is made a party-defendant in any proceeding, arising out of or in connection with this Agreement, or any act, failure to act, or conduct of Lake in the Hills, its officers, other officials, agents, and employees, or any of them, Lake in the Hills shall defend and hold SEECOM and its officers, other officials, agents, and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by SEECOM and actually received by SEECOM. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the obligation to hold SEECOM harmless as set forth above does not apply to any act, failure to act, or conduct of SEECOM, its officers, other officials, agents, and employees or for negligent acts and omissions of SEECOM, its officers, other officials, agents, and employees or any of them.

16.2 In the event a claim is made against Lake in the Hills, its officers, other officials, agents, and employees, or any of them, or if Lake in the Hills, its officers, other officials, agents, and employees, or any of them, is made a party-defendant in any proceeding, arising out of or in connection with this Agreement, or any act, failure to act, or conduct of SEECOM, its officers, other officials, agents and employees, or any of them, SEECOM shall defend and hold Lake in the Hills and its officers, other officials, agents, and employees harmless from all claims, liabilities, losses, taxes, judgments, costs, fees, including expenses and reasonable attorney fees, in connection therewith, in excess of the proceeds of any insurance or indemnification held by Lake in the Hills and actually received by Lake in the Hills. Notwithstanding anything herein to the contrary, it is expressly understood and agreed that the obligation to hold Lake in the Hills harmless as set forth above does not apply to any act, failure to act, or conduct of Lake in the Hills, its officers, other officials, agents, and employees or for negligent acts and omissions of Lake in the Hills, its officers, other officials, agents, and employees or any of them.

16.3 Any such indemnified person may obtain separate counsel to participate in the defense thereof at his/her own expense. However, if the Canons of Legal Ethics require such indemnified person to be separately defended where there is no consent to a conflict of interest, then the indemnifying party shall bear the expense. Each party, its officers, other officials, agents, and employees shall cooperate in the defense of such proceedings and be available for any litigation related appearances which may be required.

By entering into this Agreement neither party waives any immunity provided by the laws of the State of Illinois.

SIGNATURES

In witness whereof, the parties have authorized and executed this Agreement at Crystal Lake, McHenry County, Illinois this _____ day of _____, 2022.

Village of Lake in the Hills

Southeast Emergency Communications (SEECOM)

By: _____
Name/Title:

By: _____
Gary Mayerhofer, Chairman

Attest: _____
Name/Title:

Attest: _____
Jason E. Kern, Executive Director



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Finance

SUBJECT: Acceptance of the Standard Allowance for ARPA Recovery Funds and Accompanying Budget Amendment Ordinance

EXECUTIVE SUMMARY

The Coronavirus State and Local Fiscal Recovery Funds (SLFRF) program, a part of the American Rescue Plan Act (ARPA), provides \$350 billion to state, local, and tribal governments across the country to support their response to and recovery from the COVID-19 public health emergency. The Village's portion is expected to be approximately \$3.9 million of which 50% has already been received and the remaining 50% will be received later this fiscal year.

In May, 2021, the U.S. Department of the Treasury published the Interim Final Rule describing eligible and ineligible uses of SLFRF. Eligible uses were grouped into four broad categories of Replacing Lost Public Sector Revenue, Public Health and Economic Impacts, Premium Pay, and Water/Sewer/Broadband Infrastructure.

Based on the guidance provided by the Interim Final Rule, the Village established an American Rescue Plan Act Fund as part of the 2022 Fiscal Year Budget to provide a transparent and easily auditable mechanism to account for SLFRF funds over what was expected to be a multi-year drawdown of funds.

In January, 2022, subsequent to the passage of the 2022 Fiscal Year Budget, the U.S. Department of the Treasury issued the Final Rule which delivered broader flexibility and greater simplicity in the program. The final rule took effect on April 1, 2022 and, among other clarifications and changes, offered a standard allowance for revenue loss of up to \$10 million (not to exceed a recipient's award amount) that may be used for "government services" which are, generally, services traditionally provided by a recipient government.

Of equal importance, electing the standard allowance for revenue loss comes with greatly streamlined reporting and compliance requirements. In essence, a recipient government would simply need to make the election to use the standard allowance and provide a brief description of the "government services" the award would be spent on. This could all be submitted in one filing with no recurring reporting requirements involving project status reports, accounting for remaining funds, etc.

Using the standard allowance for revenue loss also eliminates the need for calculating and justifying the exact revenue loss as the intent is to allow smaller recipient governments the ability to claim their entire award amount as revenue loss and thereby reduce or even completely eliminate any ongoing reporting obligations. Since the initial report is due by April 30, 2022, the decision to exercise the option for the standard allowance should be included as part of the initial report.

Under the SLFRF program, funds must be used for costs incurred on or after March 3, 2021. Furthermore, funds must be obligated by December 31, 2024 and expended by December 31, 2026.

While recipients have considerable flexibility to use SLFRF funds to address the diverse needs of their communities, there are some restrictions on their use including, but not limited to, the following:

- No payments for extraordinary contributions to a pension fund for the purpose of reducing an accrued, unfunded liability.
- No payments for debt service.
- No payments for replenishment of rainy-day funds.
- No payments for satisfaction of settlements and judgments.

The best way to demonstrate compliance that the funds were utilized for general “government services”, is to deposit them directly into the General Fund instead of the ARPA Fund as previously planned since the purpose of the General Fund is essentially to fund general government services. As such, budget amendments will be necessary to shift the revenues and expenditures out of the ARPA Fund. The general government services planned to be funded with SLFRF funds would be salaries and benefits already budgeted for in the General Fund that are not already funded by the property tax levy.

FINANCIAL IMPACT

There is no overall financial impact as a whole on the Village by the proposed Budget Amendment Ordinance, however, individual funds will be impacted as follows:

- A. The American Rescue Plan Act Fund would be dissolved (Revenues decrease by -\$1,949,630 and Expenditures decrease by -\$412,604).
- B. SLFRF award monies (Revenues increase by +\$3,896,640) and all related interest income (Revenues increase by +\$3,320) would be transferred to the General Fund to be spent on “government services”.
- C. The costs of the part-time Social Services Coordinator position (Expenditures increase by +\$35,104) would be transferred to the Support Services Division of the Police Department in the General Fund.
- D. The costs of the Village Hall Ballasted Roof Replacement Project (Expenditures increase by +\$58,500) and the Village Hall HVAC System Upgrade Project (Expenditures increase by +\$319,000) would be transferred to the Capital Improvement Fund.
- E. The General Fund would transfer \$377,500 to the Capital Improvement Fund to cover the costs of the Village Hall Ballasted Roof Replacement Project (\$58,500) and the Village Hall HVAC System Upgrade Project (\$319,000).

ATTACHMENTS

1. American Rescue Plan Act Fund Fiscal Year 2022 Budget
2. Proposed Budget Amendment Ordinance

RECOMMENDED MOTION

Motion to elect the standard allowance for revenue loss for Coronavirus State and Local Fiscal Recovery Funds allowing the funds to be used to pay for government services and, therefore, subjecting the funds to streamlined reporting and compliance requirements.

Motion to approve an Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2022.

AMERICAN RESCUE PLAN ACT FUND

American Rescue Plan Act Narrative

FISCAL YEAR 2022 ANNUAL BUDGET

The American Rescue Plan Act (ARPA) Fund was established in FY21 provide a central fund for the collection of revenues and expenditures related to monies provided to the Village as a Non-Entitlement Unit (NEU) under the Act passed by the US Congress in 2021. Congress established criteria for the accounting and use of these funds. Segregating the funds into a single fund ensures transparency and the ability to effectively audit how the Village handles these funds. The Village will receive matching fund transfers in FY21 and FY22. All funds must be obligated by December 2024 and fully spent by December 2026. Any interest income gained while holding these funds may be spent on allowable expenses. Any funds not spent by the end of the program must be returned. The primary uses of the funds may be for:

- COVID-19 response and prevention.
- Premium pay to eligible workers.
- Recovery for reduction of governmental revenue.
- Necessary investments in water, sewer, and broadband infrastructure.

PROGRAM REVIEW:

The only action in FY21 was receipt of the first funds transfer in the amount of \$1,949,630 and associated interest income.

STRATEGIC INITIATIVES:

There are no strategic initiatives assigned to the American Rescue Plan Act fund.

OPERATIONAL GOALS:

One operational goal will be pursued for the ARPA Fund. These goals are independent from the strategic goals identified in 2021, but they may support the 2017 Strategic Plan’s Key Action Items. In 2022, the Village will:

- Develop a plan to spend the funds within Congressional constraints and to benefit the residents of the Village.



Operational Goals	
Key Action Item	Goal
	Develop a plan to spend the funds within Congressional constraints and to benefit the residents of the Village.

Key Performance Indicators						
Key Action Item	Key Performance Indicator	Goal and Time Frame Measured	2019 Actual	2020 Actual	2021 Estimate	2022 Projected
	Obligate Funds	Obligate 100% of the funds received by December 2024.	N/A	N/A	N/A	40%
	Fund Expenditures	Spend 100% of the funds received by December 2026.	N/A	N/A	N/A	25%

KEY PERFORMANCE INDICATORS:

As a part of the pursuit of operational excellence within the Village’s Strategic Plan, staff has developed Key Performance Indicators (KPIs) for select funds, departments, and divisions within the organization. KPIs are monitored throughout the year, and the data is annualized for the budget presentation document.

BUDGET HIGHLIGHTS:

Projects requiring these funds will be reviewed and presented to the Village Board for their direction on how to best spend them. Initially, there are two projects which need to be funded immediately.

The first is a part-time social services coordinator at the Police Department to assist the full-time social services coordinator. Restriction placed on the community have created difficult mental health concerns for the community. Police officers have some training to respond to these situations, but do not have the capability to provide follow up support. This individual will serve as

case manager with the critical incident team ensure follow up in support of our residents. This person will also assist residents navigating the complicated process of obtaining support, funds, and treatment options.

The second project is to replace the Village Hall heating, ventilation, and air conditioning systems. The Village Hall is visited by many people and is a primary location for the preschool and recreational offerings. The 20-year-old HVAC system was not designed to deal with many of the indoor air quality problems identified in response to the COVID-19 pandemic. The current system has a fixed fresh air intake and no air disinfection capability. This project will address those issues and improve overall efficiency of the system. Since the air handling units on the roof penetrate the roof structure, it is important to also restore the 20-year-old ballasted roof sector they are placed in to prevent the need to remove them later to respond to roof leaks.

PERSONNEL SUMMARY

Employee Type	Title	2018 FTE	2019 FTE	2020 FTE	2021 FTE	2022 FTE
Part-Time Employees	Social Services Case Manager*	0	0	0	0	0.48
Total FTE:		0	0	0	0	0.48

*Note: The Social Services Case Manager is funded by the American Rescue Plan Act. No organizational chart is included for this fund, as the position operates out of the Police Department Social Services Division.



American Rescue Plan Act Fund

Budget Year 2022

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Actual Amount	2020 Actual Amount	2021 Amended Budget	2021 Estimated Amount	2022 Admin Recommend																																				
Fund 230 - ARPA																																												
REVENUE																																												
Department 00 - Non-Departmental																																												
Division 00 - Non-Division																																												
<i>Intergovernmental</i>																																												
43.16	IG Grants	.00	.00	.00	.00	.00	1,946,310.00	1,946,310.00																																				
<i>Intergovernmental Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,946,310.00	\$1,946,310.00																																				
<i>Investment Income</i>																																												
46.04	II Interest Income	.00	.00	.00	.00	.00	770.00	3,320.00																																				
<i>Investment Income Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$770.00	\$3,320.00																																				
Division 00 - Non-Division Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,949,630.00																																				
Department 00 - Non-Departmental Totals		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,949,630.00																																				
REVENUE TOTALS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,949,630.00																																				
EXPENSE																																												
Department 00 - Non-Departmental																																												
Division 00 - Non-Division																																												
<i>Personal Services</i>																																												
50.12	Salaries & Wages Part Time	.00	.00	.00	.00	.00	.00	32,604.00																																				
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="9">Budget Transactions</td> </tr> <tr> <td colspan="6" style="text-align: left;"><i>Transaction</i></td> <td style="text-align: right;"><i>Number of Units</i></td> <td style="text-align: right;"><i>Cost Per Unit</i></td> <td style="text-align: right;"><i>Total Amount</i></td> </tr> <tr> <td colspan="6" style="text-align: left;">Social Services Coordinator (PT)</td> <td style="text-align: right;">988.00</td> <td style="text-align: right;">33.00</td> <td style="text-align: right;">32,604.00</td> </tr> <tr> <td colspan="6"></td> <td></td> <td style="text-align: right;"><u>32,604.00</u></td> <td style="text-align: right;"><u>\$32,604.00</u></td> </tr> </table>									Budget Transactions									<i>Transaction</i>						<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>	Social Services Coordinator (PT)						988.00	33.00	32,604.00								<u>32,604.00</u>	<u>\$32,604.00</u>
Budget Transactions																																												
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Social Services Coordinator (PT)						988.00	33.00	32,604.00																																				
							<u>32,604.00</u>	<u>\$32,604.00</u>																																				
51.04	Taxes & Benefits FICA	.00	.00	.00	.00	.00	.00	2,500.00																																				
<i>Personal Services Totals</i>		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$35,104.00																																				

American Rescue Plan Act Fund

Budget Year 2022

Account	Account Description	2017 Actual Amount	2018 Actual Amount	2019 Actual Amount	2020 Actual Amount	2021 Amended Budget	2021 Estimated Amount	2022 Admin Recommend																																													
Fund	230 - ARPA																																																				
	EXPENSE																																																				
	Department 00 - Non-Departmental																																																				
	Division 00 - Non-Division																																																				
	Capital Outlay																																																				
80.08	Capital Buildings & Structures	.00	.00	.00	.00	.00	.00	362,500.00																																													
	<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">Budget Transactions</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td> </tr> <tr> <td></td> <td><i>Transaction</i></td> <td></td><td></td><td></td><td></td> <td style="text-align: right;"><i>Number of Units</i></td> <td style="text-align: right;"><i>Cost Per Unit</i></td> <td style="text-align: right;"><i>Total Amount</i></td> </tr> <tr> <td></td> <td>Village Hall Ballasted Roof Replacement</td> <td></td><td></td><td></td><td></td> <td style="text-align: right;">1.00</td> <td style="text-align: right;">58,500.00</td> <td style="text-align: right;">58,500.00</td> </tr> <tr> <td></td> <td>Village Hall HVAC System Upgrade</td> <td></td><td></td><td></td><td></td> <td style="text-align: right;">1.00</td> <td style="text-align: right;">304,000.00</td> <td style="text-align: right;">304,000.00</td> </tr> <tr> <td></td> <td></td> <td></td><td></td><td></td><td></td> <td></td> <td></td> <td style="text-align: right; border-top: 1px solid black;">\$362,500.00</td> </tr> </table>								Budget Transactions										<i>Transaction</i>					<i>Number of Units</i>	<i>Cost Per Unit</i>	<i>Total Amount</i>		Village Hall Ballasted Roof Replacement					1.00	58,500.00	58,500.00		Village Hall HVAC System Upgrade					1.00	304,000.00	304,000.00									\$362,500.00
Budget Transactions																																																					
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								\$362,500.00																																													
80.36	Capital Professional Services	.00	.00	.00	.00	.00	.00	15,000.00																																													
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Budget Transactions																																																					
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	Village Hall HVAC Upgrade Engineering					1.00	15,000.00	15,000.00																																													
								\$15,000.00																																													
	<i>Capital Outlay Totals</i>	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$377,500.00																																													
	Division 00 - Non-Division Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,604.00																																													
	Department 00 - Non-Departmental Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,604.00																																													
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,604.00																																													
	Fund 230 - ARPA Totals																																																				
	REVENUE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,949,630.00																																													
	EXPENSE TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,604.00																																													
	Fund 230 - ARPA Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,537,026.00																																													
	Net Grand Totals																																																				
	REVENUE GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,949,630.00																																													
	EXPENSE GRAND TOTALS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$412,604.00																																													
	Net Grand Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$1,947,080.00	\$1,537,026.00																																													

VILLAGE OF LAKE IN THE HILLS

Ordinance 2022-_____

**An Ordinance Approving a Budget Amendment
to the Operating Budget for the
Fiscal Year Ending December 31, 2022**

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

WHEREAS, the Village of Lake in the Hills acting by and through its President and Board of Trustees has previously approved an Operating Budget for the Fiscal Year ending December 31, 2022 as part of Ordinance No. 2021-45; and

WHEREAS, it is necessary and appropriate to delete, add to, or otherwise change certain sub-classes within object classes and certain object classes themselves in said Operating Budget as provided in Exhibit A to this Ordinance;

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

SECTION 1: That amendments to the Operating Budget for the Fiscal Year Ending December 31, 2022 are hereby approved in the form and content as provided in Exhibit A which is attached hereto and made a part thereof.

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 immediately from and after its passage by a vote of two-thirds of the corporate authorities and approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 28th day of April, 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 28TH DAY OF APRIL, 2022

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

Exhibit A

04-28-2022

Village of Lake in the Hills
Budget Transfer/Amendment
For the Fiscal Year Ending December 31, 2022

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
GENERAL FUND REVENUES					
100.00.00-43.16	Grants	77,280	3,973,920	3,896,640	American Rescue Plan Act (ARPA) Grant
100.00.00-46.04	Interest Income	150,000	153,320	3,320	Interest Income Generated by ARPA Grant
	TOTAL GENERAL FUND REVENUES			3,899,960	
GENERAL FUND EXPENDITURES					
100.20.22-50.12	Salaries & Wages Part Time	3,900	36,504	32,604	Social Services Coordinator Position From ARPA Fund
100.20.22-51.04	Taxes & Benefits FICA	85,620	88,120	2,500	FICA Costs for Social Services Coordinator Position
100.90.00-95.04	Transfers Out	313,760	691,260	377,500	Transfer to CIP Fund for VH Roof & HVAC Projects
	TOTAL GENERAL FUND EXPENDITURES			412,604	
AMERICAN RESCUE PLAN ACT FUND REVENUES					
230.00.00-43.16	Grants	1,946,310	-	(1,946,310)	American Rescue Plan Act (ARPA) Grant to General Fund
230.00.00-46.04	Interest Income	3,320	-	(3,320)	Interest Income Generated by ARPA Grant to General Fund
	TOTAL AMERICAN RESCUE PLAN ACT FUND REVENUES			(1,949,630)	
AMERICAN RESCUE PLAN ACT FUND EXPENDITURES					
230.00.00-50.12	Salaries & Wages Part Time	32,604	-	(32,604)	Social Services Coordinator Position to General Fund
230.00.00-51.04	Taxes & Benefits FICA	2,500	-	(2,500)	FICA Costs for Social Services Coordinator Position
230.00.00-80.08	Capital Buildings & Structures	362,500	-	(362,500)	VH Ballasted Roof Replacement & HVAC System Upgrade
230.00.00-80.36	Capital Professional Services	15,000	-	(15,000)	VH HVAC Updgrade Engineering
	TOTAL AMERICAN RESCUE PLAN ACT FUND EXPENDITURES			(412,604)	
CAPITAL IMPROVEMENT FUND REVENUES					
490.00.00-49.04	Transfers In	-	377,500	377,500	General Fund Transfer for VH Roof & HVAC Projects
	TOTAL CAPITAL IMPROVEMENT FUND REVENUES			377,500	
CAPITAL IMPROVEMENT FUND EXPENDITURES					
490.00.00-80.08	Capital Buildings & Structures	498,000	860,500	362,500	VH Ballasted Roof Replacement & HVAC System Upgrade
490.00.00-80.36	Capital Professional Services	-	15,000	15,000	VH HVAC Updgrade Engineering
	TOTAL CAPITAL IMPROVEMENT FUND EXPENDITURES			377,500	



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Public Works

SUBJECT: Award for the purchase of valves and actuators

EXECUTIVE SUMMARY

Staff seeks Board approval for the purchase of valves and actuators from the Joseph D. Foreman & Co. in the amount of \$82,161.00.

Similar to the rehabilitation projects at Wells 14, 12, 6, 11, 10, and 16, the Well 15 rehabilitation project includes the procurement and replacement of valves and actuators by Village staff. On March 21, 2022, a Request for Proposal (RFP) went out to 23 vendors, posted on the Village's website, and published in the Northwest Herald. On April 1, 2022, two RFP submittals were received and Joseph D. Foreman & Co. of Lake Barrington, IL. submitted the low bid of \$82,161.00.

The Village has purchased commodities from the Joseph D. Foreman & Co. in the past and staff have been pleased with the products that they have supplied. Therefore, staff recommends procuring valves and actuators for the Well 15 rehabilitation project from Joseph D. Foreman & Co. of Lake Barrington, IL.

FINANCIAL IMPACT

The Village's 2022 Budget includes \$30,000 for professional engineering oversight and \$300,000 for the electrical and mechanical componentry upgrade work for a total project budget of \$330,000. The previously approved cost for Concentric Integration to perform their portion of the project is \$113,230.00. Adding the \$82,161.00 purchase cost of the valves and actuators brings the current project encumbrance to a combined cost of \$195,391.00 leaving \$134,609.00 to cover the High Service Pump Control Valve rebuild. Requests for Quotations (RFQ) for the High Service Pump Control Valve were issued on April 4th and initial results indicate that pricing for this item will come in near the upper RFQ limit meaning this project should come in significantly under budget. Should pricing exceed the RFQ limit, staff will cancel that and issue an RFP for the High Service Pump Control Valve, bringing approval forward at a future Board meeting.

ATTACHMENTS

1. RFP Results - Purchase of Valves and Actuators
2. Award Recommendation Memo
3. Bid Certification Form

RECOMMENDED MOTION

Motion to approve the purchase of valves and actuators from the Joseph D. Foreman & Co. in the amount of \$82,161.00

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 1, 2022
Subject: RFP Results – Purchase of Valves and Actuators for Well 15

The RFP opening for the Purchase of Valves and Actuators for Well 15 was held at the Public Works Facility at 10:00 a.m. on April 1, 2022. I attended the RFP opening and Sunni Butler, Public Works Administrative Specialist I, acted as the recorder. No vendors were present at the meeting. I read aloud the following bids:

Company	Unit Price	Quantity	Total
Joseph D. Foreman Company	\$2,380	12	\$28,560.00
	\$2,170	7	\$15,190.00
	\$2,170	3	\$6,510.00
	\$1,411	7	\$9,877.00
	\$1,411	3	\$4,233.00
			As-Read \$17,791.00
	\$1,482.60	12	Corrected \$17,791.20
TOTAL			As-Read \$82,161.00 Corrected \$82,161.20
Dorner Company	\$2,698	12	\$32,376.00
	\$2,635	7	\$18,445.00
	\$2,535	3	\$7,605.00
	\$1,652	7	\$11,564.00
	\$1,545	3	\$4,635.00
	\$1,581	12	\$18,972.00
	TOTAL		

The RFP opening concluded at 10:07 a.m. Village staff will review the RFP submittals and plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 8, 2022
Subject: Well 15 Valve Purchase Order

On April 1, bids were opened for the purchase of Valves for the Well 15 Rehabilitation Project. Two sealed bids were received. One bid came from Joseph D. Foreman & Co. Lake Barrington IL. \$82,161.00, and the other from Dorner Company of Sussex WI, \$93,597.00.

It is my recommendation that a Purchase Order be generated in the amount of \$82,161.00 for the purchase of valves and actuators from Joseph D. Foreman & Co.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
Purchase of Valves and Actuators for Well 15

CONTRACTOR'S NAME: Joseph D Foreman Co.
ADDRESS: 28102 W. Industrial AVE

1. COST OF WORK:

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

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

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

FOR THE LUMP SUM OF Eighty two thousand one Hundred and sixty one dollars Dollars (\$ 82,161. —)

2. COSTS:

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

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

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

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

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

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

3. DELIVERY REQUIREMENTS:

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

4. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said Purchase and Delivery of Valves and Actuators for Well 15, in accordance with the following specifications and drawings (if required) as attached.

5. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at Barrington this 31 day of MARCH, 2022

By: Garn Swisher
(signature)

Its: Sales
Title

Jason Swisher, being duly sworn, deposes and states that he/she is the Secretary of Joseph D. Foreman & Co and that the statement above is

true and correct. Subscribed and sworn before me this 31 day of March, 2022



Daniel P. McLaughlin
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Public Works

SUBJECT: Approve Participation in the State of Illinois Rock Salt Joint Purchasing Program for the 2022-2023 Snow Season

EXECUTIVE SUMMARY

Rock salt can be purchased under the State's Master Contract, which is established by the State of Illinois Department of Central Management Services. As part of this cooperative purchasing plan, the purchase is exempt from the normal bidding process as stated in Section 9.13 of the Municipal Code.

The Illinois Department of Central Management Services released their joint purchasing requisition for rock salt requirements for the winter of 2022-2023. Participating municipalities have until May 2, 2022 to fill out and submit the survey form to the State. The survey form requires each municipality to provide its desired quantities, providing information the State uses to solicit bids on behalf of each municipality. Once a municipality submits the survey form to the State, the municipality is required to procure a certain amount of rock salt from the low bid vendor for the winter of 2022-2023 depending on the participation category that it selects. As such, Village staff are requesting Village Board authority to participate in the State of Illinois rock salt joint purchasing program for the 2022-2023 snow season.

Staff estimates the Village requires 1,800 tons of rock salt for the 2022-2023 winter season. Calculations justifying this amount are attached for your review. The requisition offers the Village two procurement options for the winter of 2022-2023. Staff plans to select the option allowing for the purchase of 100% of its 2022-2023 contract request which allows the Village to purchase as little as 80% (1440 tons) and as much as 120% (2160 tons) of the contract amount.

FINANCIAL IMPACT

Although the joint purchasing opportunity for the winter of 2022-2023 allows participants to begin taking possession of rock salt at the end of 2022, staff does not anticipate taking possession of any rock salt procured under this contract until 2023. As such, staff anticipates returning to the Village Board in January 2023 to request spending authority for 2023.

ATTACHMENTS

1. Rock salt quantity justification for the 2022-2023 season
2. CMS CY2022-CY2023 Rock Salt Survey Form

RECOMMENDED MOTION

Motion to approve participation in the State of Illinois rock salt joint purchasing program for the 2022-2023 snow season.

SALT QUANTITY REQUEST JUSTIFICATION FOR 2022-2023

Minimum amount required for the season:

We have calculated an average use over the last five years to get an average salt use during a season. This number is used to establish the minimum amount we need to purchase for the season which is 1800 tons.

Required contract amount for the season:

Once the minimum number has been established, we add the required amount to fill the salt dome at the end of the season to ensure we have enough salt for the start of the following season. That number is then used to determine the contract amount which is 1800 tons.

Salt supply necessary for a near record season:

Under the contract we are able to purchase up to 100% of the contracted amount. The 1800 tons would ensure we have enough salt for a record season. The highest season peak use has been 2700 tons. This peak usage was before we started using pre-wet liquid on trucks. Today the salt usage is less due to the pre-wetting systems.

Salt on Hand	491 tons	
PLUS remaining to purchase under contract	790 tons	
Total salt available		1281 tons
PLUS estimated spring use (March)	90 tons	
		Spring 17-18 70 tons
		Spring 18-19 213tons
		Spring 19-20 0 tons
		Spring 20-21 61 tons
		Spring 21-22 110 tons
Spring		
Estimated Total on hand at end of season	1191 tons	
Estimated peak use 2020-2021	2060 tons	
		Peak 17-18 2680 tons
		Peak 18-19 2700 tons
		Peak 19-20 1463 tons
		Peak 20-21 2116 tons
		Estimated Peak 21-22 1340 tons
MINUS Estimated total on hand at end of season	-1191 tons	
Amount required to fill salt dome at end of season	3000 tons	
Minimum Future Contract Requirements for 2022-2023		1800 tons

Cost at current rate (\$63.27) per ton \$113,886

CMS CY2022-CY2023 Rock Salt Survey for Solicitation (New Bid)

This survey is offered to those governmental units who wish to participate in the CY2022-CY2023 solicitation for Rock Salt. By submitting this survey with a rock salt tonnage amount, your governmental unit will be obligated to take delivery of that specified amount during the contract term.

If you have more than one Ship To location, you MUST complete a separate survey for each location.

The deadline to respond is 5:00 p.m. May 2, 2022. This submission date is firm and if you do not respond by this date, you will not be included in the new solicitation for Rock Salt for the CY2022-CY2023 season.

ifehrman@lith.org [Switch account](#)



* Required

Email *

Your email

What is the name of your Governmental Unit? *

Please enter as Name, Village of or Name, City of etc.

Your answer



What is the Ship To Address including City and Zip Code? *

This is the address to which the salt is to be delivered.

Your answer

In what County is the Ship To Address located? *

Your answer

What is the Bill To Address including City and Zip Code? *

This is the address to which the Vendor will send the invoice.

Your answer

Who is the Contact Person for your Governmental Unit as it relates to Rock Salt?

*

Your answer

What is the Contact Person's Title? *

Your answer

What is the Contact Person's telephone number? *

Your answer



What is the Contact Person's email address? *

Your answer

Does your Governmental Unit wish to participate in the new solicitation for the CY2022-CY2023 season? *

Yes

No

How many tons of Rock Salt (22-25 tons/truck load) is your Governmental Unit requesting that CMS solicit for on your behalf? *

Your answer

What is your minimum purchase commitment for the CY2022-CY2023 season? *

If you choose 80% and the participant estimates a quantity of 100 tons, the participant is only obligated to order 80 tons. If you choose 100% and the participant estimates a quantity of 100 tons, the participant is obligated to order 100 tons. Regardless of your choice below, all participants will be allowed a maximum purchase commitment of 120%. That means that if a participant estimates a quantity of 100 tons, the participant can order up to 120 tons.

80%

100%

A copy of your responses will be emailed to the address you provided.



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REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for Gas Chlorine in FY 2022

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to Hawkins Inc. for the purchase of gas chlorine in 2022.

The Village has eight water treatment facilities that require gas chlorine to remove iron and manganese from the water and supply mandated disinfection within the distribution system. In previous years, the Village has paid between \$45 - \$50 per cylinder for gas chlorine. The operation requires an average of 300 cylinders per year, which would equate to a total cost of approximately \$15,000 annually. Since this purchase would be within the spending authority of the Department, it would normally go through the Request for Quotation (RFQ) process.

Late last year, staff anticipated a possible increase in the cost per cylinder due to supply chain issues and budgeted for as much as \$142 per cylinder. In January, when staff issued the RFQ, the rates came back as high as \$167 per cylinder, more than three times the normal cost. At that time, the decision was made to purchase 70 cylinders at the higher rate to get by for a short time, in the hopes that the rates would come down before the next purchase was necessary. That purchase totaled \$11,690 to Hawkins Inc.

On April 5, staff issued a Request for Proposal (RFP) for the purchase and delivery of gas chlorine from May 1 until December 31 of this year. The RFP invitation went to four vendors. On April 15, 2022, Public Works received and opened one proposal from Hawkins Inc. at \$171 per cylinder. Again, Hawkins Inc. was the only vendor willing to hold their price for the year. Most vendors were unwilling to bid on the RFP due to the volatility of the chlorine market. The Village has purchased this product from Hawkins Inc. before and has been satisfied with the product and the company. The RFP results and recommendation letter are attached for your review.

FINANCIAL IMPACT

The 2022 budget included \$50,160 for the purchase and delivery of gas chlorine. The Village has already made a one-time purchase of \$11,690 to Hawkins Inc., leaving a budgeted balance of \$38,470. At the RFP rate of \$171 per cylinder, this will provide the Village with the ability to purchase up to an additional 225 cylinders for the remainder of the year.

ATTACHMENTS

1. RFP Results
2. Recommendation Letter
3. Bid Certification Form

RECOMMENDED MOTION

Motion to award a contract to Hawkins Inc., for the purchase and delivery of gas chlorine at a rate of \$171 per cylinder for an amount not to exceed \$38,470; bringing the total expenditure with Hawkins Inc. to \$50,160 for fiscal year 2022.

LAKE IN THE HILLS PUBLIC WORKS DEPARTMENT

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 15, 2022
Subject: 2022 Gas Chlorine Contract

The Public Works Department received and opened one Request for Proposal (RFP) submittal at 10:00 a.m. today for the 2022 Gas Chlorine Contract. No vendors were in attendance. Those present from the Village of Lake in the Hills were Peter D’Agostino – Administrative Services Manager, Tom Migatz – Director, Ryan McDillon – Water Superintendent, and Stephanie Raupp – Administrative Specialist I, acting as recorder. Ryan McDillon read the RFP bid amount:

COMPANY	BID
Hawkins Inc. 2381 Rosegate Roseville, Minnesota 55113	\$171.00 per cylinder \$51,300.00 extension

The RFP opening concluded at 10:02 a.m. Village staff will review the RFP submittal and plan to make a recommendation to the Village Board.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Ryan McDillon, Water Superintendent
Date: April 18, 2022
Subject: 2022 Chlorine P.O.

R.F.P.'s were generated and mailed to four separate vendors. Alexander Chemical (current vendor) Unresponsive, Hawkins Chemical \$171.00 per 150 lbs. cylinder, Viking Chemical unresponsive, and Carrus Corporation unresponsive.

The volatility of the chemical market is creating fluctuations that make yearlong contracts difficult to obtain. Representatives from Alexander Chemical and Viking Chemical refused to bid based on this fact.

With this knowledge, I recommend a P.O. in the amount of \$51,300.00 be awarded to Hawkins Chemical, as they were the only vendor willing to supply a contracted price for the remainder of 2022.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
2022 Gas Chlorine Contract

CONTRACTOR'S NAME: Hawkins Inc.

ADDRESS: 2381 Rosegate

Roseville MN 55113

1. COST OF WORK:

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

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

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

Product	Estimated Quantity (cylinders)	Price Per cylinder	Extension
Gas Chlorine	300	\$ 171.00	\$ 51,300.00

[Include a price per cylinder as well as an extension price. The extension price is the price per cylinder multiplied by 300]

2. COSTS:

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

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

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

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

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

contract.

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

3. DELIVERY REQUIREMENTS:

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

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2022 Gas Chlorine Contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions from May 1, 2022 until December 31, 2022.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2022 Gas Chlorine, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

- A. The Village is exempt from federal excise tax and the Illinois Retailers' Occupation Tax. The undersigned hereby certifies that this proposal does not include any amounts of money for these taxes.
- B. To be valid, bids shall be itemized so that selection for purchase may be made, there being included in the price of each item the cost of delivery, insurance, bonds, overhead, and profit.
- C. The Village shall reserve the right to add to or deduct from the base bid and/or alternate bid any item at the prices indicated in the itemization of bid.

Dated at Roseville MN this 7th day of April, 2022

By: [Signature]
(signature) Richard Erstad

Its: Vice President - General Council
Title

Richard Erstad, being duly sworn, deposes and states that he/she is the _____

Vice President of Hawkins Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 7th day of April, 2022

(NOTARY STAMP)

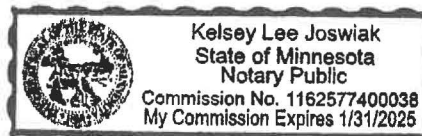
[Signature]
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____





REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022

DEPARTMENT: Public Works

SUBJECT: Award a Contract for the Woods Creek Streambank Restoration Project for Reach 11

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to V3 Construction of Woodridge, IL, for the 2022 Woods Creek Streambank Restoration Project for an amount not to exceed \$1,339,000.00.

The Lake Restoration Fund is responsible for the quality of the lakes and streambanks located in the Village. The Lake Restoration Fund is not part of the General Fund, but instead is a capital fund used to finance projects that improve storm water quality throughout the Village. The Village's current plan to improve storm water quality consists of a three-phase project to stabilize its portion of the Woods Creek streambank before performing dredging of Woods Creek Lake to remove silt and sediment. Construction of the first phase, referred to as Reach 10 concluded in 2021. Reach 11 is the second phase of the project with construction planned to begin in 2022 and span three years. The final phase, Reach 12, is expected to span another three years. Reach 12 has been submitted for possible grant funding and is under review with the IEPA. The dredging is projected to start in 2025 or 2026.

On April 6, the Village opened six sealed bids for the Reach 11 restoration project. The six bids ranged from a low of \$1,339,000.00 from V3 Construction, to a high of \$2,623,902.41. The engineer's estimate for this work was \$1,534,800.00. Christopher B. Burke and Village staff recommend awarding the contract to V3 Construction. V3 recently completed the Wedgewood Pond Shoreline Stabilization Project last year with excellent results and feedback from the residents around the pond. The letter of recommendation from Christopher B. Burke and the bid tabulation are attached for your consideration.

FINANCIAL IMPACT

The 2022 Village budget includes \$1,663,520.00 for the Woods Creek Streambank Restoration Project in Lakes Fund. The total cost for the project is \$1,339,000.00, which is \$324,520.00 under budget.

ATTACHMENTS

1. Christopher B. Burke Award Recommendation
2. Bid Tabulation

RECOMMENDED MOTION

Motion to award a contract to V3 Construction for the 2022 Reach 11 Woods Creek Streambank Restoration Project in an amount not to exceed \$1,339,000.00.



CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

April 8, 2022

Village of Lake in the Hills
Public Works Department
9010 Haligus Road
Lake in the Hills, IL 60156

Attention: Tom Migatz

Subject: Letter of Recommendation for Award
Woods Creek Reach 11 Restoration Project
(CBBEL Project No. 200382)

Dear Mr. Migatz:

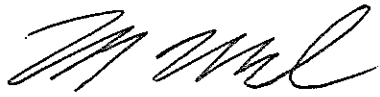
On Wednesday, April 6, 2022 at 10:00 a.m., bids were received for the construction of the Woods Creek Reach 11 Restoration Project. The project includes streambank stabilization, tree removal, seeding of native vegetation, installation of toe slope protection, and streambank grading along Woods Creek Reach 11. There were 6 (six) bids received for this project. Our Engineer's estimate was \$1,534,800.00. V3 Construction Group, Ltd. was the low bidder with a bid of \$1,339,000.00. The other 5 (five) bids ranged from \$1,424,975.70 to \$2,623,902.41. The unit prices have been compiled in the Bid Tabulation enclosed. CBBEL has evaluated their bid prices and deems them in line with expected unit prices.

CBBEL has checked several references for V3 Construction Group which came back with very positive reviews for similar streambank stabilization work. In addition, CBBEL has knowledge of V3 Construction Group's performance on streambank projects in which CBBEL is the municipal representative. These projects included the East Branch Tributary No. 2 in Glendale Heights and the Addison Creek Stabilization in Northlake.

Our experience with V3 Construction Group, as well as the input received via the reference checks, suggests that V3 is organized, complete projects on time and without requesting unwarranted change orders. They have staff and the project experience to suggest that the Woods Creek Reach 11 stabilization project is within their capabilities to construct. Enclosed are 2 (two) reference checks for V3 Construction Group that were both positive. CBBEL deems V3 Construction Group, Ltd. to be a capable contractor for this work.

We recommend awarding the Woods Creek Reach 11 Restoration Project to V3 Construction Group, Ltd. in the amount of their Bid of \$1,339,000.00. If you have any further questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'N Morel', written in a cursive style.

Nicholas Morel, PE
Project Manager

Encl.

Village of Lake in the Hills
WOODS CREEK REACH 11 RESTORATION PROJECT
CBBEL Project No. 200382

Company	Base Bid (As Read)	Base Bid (As Corrected)	Add. #1	Add. #2	Bid Bond
Engineer's Estimate	\$1,534,800.00	N/A			
V3 Construction	\$1,339,000.00	N/A	✓	✓	✓
Semper Fi Land Service	\$1,424,975.70	N/A	✓	✓	✓
Resource Environmental Solutions	\$1,436,646.46	N/A	✓	✓	✓
ENCAP	\$1,466,037.50	N/A	✓	✓	✓
Copenhaver Construction	\$2,545,961.00	N/A	✓	✓	✓
Lenny Hoffman Excavating	\$2,623,902.41	N/A	✓	✓	✓

Christopher B. Burke Engineering
 9575 W. Higgins Road Suite 600
 Rosemont, IL 60018

**VILLAGE OF LAKE IN THE HILLS
 BID TABULATION
 WOODS CREEK REACH 11 RESTORATION PROJECT
 CBBEL PROJECT NO. 200382**

DATE: APRIL 6, 2022

SP	IDOT CODE	ITEM	UNIT	QUANTITY	ENGINEER'S ESTIMATE		V3 CONSTRUCTION		SEMPER FI LAND SERVICE		RESOURCE ENVIRONMENTAL SOLUTIONS		ENCAP		COPENHAVER CONSTRUCTION		LENNY HOFFMAN EXCAVATING	
					UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST	UNIT COST	TOTAL COST
*	20100500	TREE REMOVAL, ACRES	ACRE	23.2	\$ 5,500.00	\$ 127,600.00	\$ 1,500.00	\$ 34,800.00	\$ 2,600.00	\$ 60,320.00	\$ 2,033.77	\$ 47,183.46	\$ 2,800.00	\$ 64,960.00	\$ 2,400.00	\$ 55,680.00	\$ 1,759.60	\$ 40,822.72
*	20101000	TEMPORARY FENCE	FOOT	3500	\$ 4.00	\$ 14,000.00	\$ 4.50	\$ 15,750.00	\$ 8.00	\$ 28,000.00	\$ 4.19	\$ 14,665.00	\$ 4.00	\$ 14,000.00	\$ 3.00	\$ 10,500.00	\$ 19.28	\$ 67,480.00
*	20200100	EARTH EXCAVATION	CU YD	13100	\$ 35.00	\$ 458,500.00	\$ 27.00	\$ 353,700.00	\$ 13.33	\$ 174,623.00	\$ 46.58	\$ 610,198.00	\$ 32.50	\$ 425,750.00	\$ 75.00	\$ 982,500.00	\$ 65.57	\$ 858,967.00
*	21101505	TOPSOIL EXCAVATION AND PLACEMENT	CU YD	3650	\$ 20.00	\$ 73,000.00	\$ 14.00	\$ 51,100.00	\$ 18.33	\$ 66,904.50	\$ 8.62	\$ 31,463.00	\$ 15.00	\$ 54,750.00	\$ 15.00	\$ 54,750.00	\$ 39.05	\$ 142,532.50
	25000100	SEEDING, CLASS 1	ACRE	1.0	\$ 4,500.00	\$ 4,500.00	\$ 2,900.00	\$ 2,900.00	\$ 3,000.00	\$ 3,000.00	\$ 7,770.00	\$ 7,770.00	\$ 2,200.00	\$ 2,200.00	\$ 2,300.00	\$ 2,300.00	\$ 3,298.58	\$ 3,298.58
*	25100115	MULCH, METHOD 2	ACRE	18.1	\$ 2,500.00	\$ 45,250.00	\$ 840.00	\$ 15,204.00	\$ 2,500.00	\$ 45,250.00	\$ 1,460.00	\$ 26,426.00	\$ 2,500.00	\$ 45,250.00	\$ 2,200.00	\$ 39,820.00	\$ 2,703.75	\$ 48,937.88
*	25100630	EROSION CONTROL BLANKET - S75BN	SQ YD	9650	\$ 3.00	\$ 28,950.00	\$ 2.25	\$ 21,712.50	\$ 3.00	\$ 28,950.00	\$ 2.26	\$ 21,809.00	\$ 3.25	\$ 31,362.50	\$ 2.00	\$ 19,300.00	\$ 1.78	\$ 17,177.00
*	25100635	HEAVY DUTY EROSION CONTROL BLANKET - SC150BN	SQ YD	10900	\$ 4.00	\$ 43,600.00	\$ 2.50	\$ 27,250.00	\$ 3.88	\$ 42,292.00	\$ 3.42	\$ 37,278.00	\$ 6.50	\$ 70,850.00	\$ 2.50	\$ 27,250.00	\$ 2.27	\$ 24,743.00
	25200200	SUPPLEMENTAL WATERING	UNIT	100	\$ 100.00	\$ 10,000.00	\$ 85.00	\$ 8,500.00	\$ 0.01	\$ 1.00	\$ 237.00	\$ 23,700.00	\$ 500.00	\$ 50,000.00	\$ 0.01	\$ 1.00	\$ 54.08	\$ 5,408.00
*	28000400	PERIMETER EROSION BARRIER	FOOT	200	\$ 5.00	\$ 1,000.00	\$ 5.50	\$ 1,100.00	\$ 8.00	\$ 1,600.00	\$ 4.34	\$ 868.00	\$ 10.00	\$ 2,000.00	\$ 5.00	\$ 1,000.00	\$ 4.43	\$ 886.00
	28000500	INLET AND PIPE PROTECTION	EACH	4	\$ 250.00	\$ 1,000.00	\$ 290.00	\$ 1,160.00	\$ 750.00	\$ 3,000.00	\$ 280.00	\$ 1,120.00	\$ 750.00	\$ 3,000.00	\$ 150.00	\$ 600.00	\$ 378.53	\$ 1,514.12
*	28100101	STONE RIPRAP, CLASS A1	SQ YD	1550	\$ 35.00	\$ 54,250.00	\$ 36.00	\$ 55,800.00	\$ 38.00	\$ 58,900.00	\$ 25.00	\$ 38,750.00	\$ 30.00	\$ 46,500.00	\$ 50.00	\$ 77,500.00	\$ 71.67	\$ 111,088.50
*	28100109	STONE RIPRAP, CLASS A5	SQ YD	1550	\$ 130.00	\$ 201,500.00	\$ 100.00	\$ 155,000.00	\$ 113.00	\$ 175,150.00	\$ 124.00	\$ 192,200.00	\$ 95.00	\$ 147,250.00	\$ 120.00	\$ 186,000.00	\$ 105.99	\$ 164,284.50
	67100100	MOBILIZATION	L SUM	1	\$ 60,000.00	\$ 60,000.00	\$ 27,063.50	\$ 27,063.50	\$ 83,000.00	\$ 83,000.00	\$ 39,900.00	\$ 39,900.00	\$ 65,000.00	\$ 65,000.00	\$ 488,000.00	\$ 488,000.00	\$ 183,855.00	\$ 183,855.00
	A2006520	TREE, QUERCUS BICOLOR (SWAMP WHITE OAK), 2-1/2" CALIPER, BALLED AND	EACH	11	\$ 650.00	\$ 7,150.00	\$ 1,500.00	\$ 16,500.00	\$ 600.00	\$ 6,600.00	\$ 700.00	\$ 7,700.00	\$ 850.00	\$ 9,350.00	\$ 850.00	\$ 9,350.00	\$ 757.05	\$ 8,327.55
	A2005820	TREE, PLATANUS OCCIDENTALIS (SYCAMORE), 2-1/2" CALIPER, BALLED AND BI	EACH	11	\$ 650.00	\$ 7,150.00	\$ 1,400.00	\$ 15,400.00	\$ 600.00	\$ 6,600.00	\$ 700.00	\$ 7,700.00	\$ 850.00	\$ 9,350.00	\$ 850.00	\$ 9,350.00	\$ 811.13	\$ 8,922.43
	A2002920	TREE, CELTIS OCCIDENTALIS (COMMON HACKBERRY), 2-1/2" CALIPER, BALLED	EACH	11	\$ 650.00	\$ 7,150.00	\$ 1,500.00	\$ 16,500.00	\$ 600.00	\$ 6,600.00	\$ 700.00	\$ 7,700.00	\$ 850.00	\$ 9,350.00	\$ 850.00	\$ 9,350.00	\$ 751.64	\$ 8,268.04
*	Z0013798	CONSTRUCTION LAYOUT	L SUM	1	\$ 15,000.00	\$ 15,000.00	\$ 7,900.00	\$ 7,900.00	\$ 28,000.00	\$ 28,000.00	\$ 6,800.00	\$ 6,800.00	\$ 20,000.00	\$ 20,000.00	\$ 39,000.00	\$ 39,000.00	\$ 58,401.00	\$ 58,401.00
*	Z0013797	STABILIZED CONSTRUCTION ENTRANCE	SQ YD	200	\$ 55.00	\$ 11,000.00	\$ 35.00	\$ 7,000.00	\$ 48.00	\$ 9,600.00	\$ 35.00	\$ 7,000.00	\$ 50.00	\$ 10,000.00	\$ 30.00	\$ 6,000.00	\$ 137.05	\$ 27,410.00
*	N/A	TEMPORARY STREAM CROSSING	L SUM	1	\$ 7,500.00	\$ 7,500.00	\$ 6,500.00	\$ 6,500.00	\$ 15,000.00	\$ 15,000.00	\$ 13,600.00	\$ 13,600.00	\$ 35,000.00	\$ 35,000.00	\$ 17,000.00	\$ 17,000.00	\$ 61,775.47	\$ 61,775.47
*	N/A	CLEARING AND GRUBBING	ACRE	23.2	\$ 2,500.00	\$ 58,000.00	\$ 1,300.00	\$ 30,160.00	\$ 2,300.00	\$ 53,360.00	\$ 1,818.75	\$ 42,195.00	\$ 850.00	\$ 19,720.00	\$ 500.00	\$ 11,600.00	\$ 5,364.58	\$ 124,458.26
*	N/A	SOIL PREPARATION	ACRE	22.0	\$ 1,000.00	\$ 22,000.00	\$ 3,500.00	\$ 77,000.00	\$ 3,300.00	\$ 72,600.00	\$ 450.00	\$ 9,900.00	\$ 1,000.00	\$ 22,000.00	\$ 4,200.00	\$ 92,400.00	\$ 2,649.68	\$ 58,292.96
*	N/A	HERBICIDE TREATMENT - SELECTIVE	ACRE	6.2	\$ 3,500.00	\$ 21,700.00	\$ 1,000.00	\$ 6,200.00	\$ 700.00	\$ 4,340.00	\$ 2,050.00	\$ 12,710.00	\$ 650.00	\$ 4,030.00	\$ 3,800.00	\$ 23,560.00	\$ 778.68	\$ 4,827.82
*	N/A	SEEDING (SPECIAL - WET PRAIRIE / SEDGE MEADOW MIX)	ACRE	2.5	\$ 4,500.00	\$ 11,250.00	\$ 1,400.00	\$ 3,500.00	\$ 3,300.00	\$ 8,250.00	\$ 1,360.00	\$ 3,400.00	\$ 3,200.00	\$ 8,000.00	\$ 6,500.00	\$ 16,250.00	\$ 2,725.38	\$ 6,813.45
*	N/A	SEEDING (SPECIAL - WET SAVANNA / PRAIRIE SEED MIX)	ACRE	10.2	\$ 4,500.00	\$ 45,900.00	\$ 3,100.00	\$ 31,620.00	\$ 6,250.00	\$ 63,750.00	\$ 2,180.00	\$ 22,236.00	\$ 4,325.00	\$ 44,115.00	\$ 6,000.00	\$ 61,200.00	\$ 5,494.02	\$ 56,039.00
*	N/A	SEEDING (SPECIAL - WET MESIC SAVANNA / PRAIRIE SEED MIX)	ACRE	7.4	\$ 4,500.00	\$ 33,300.00	\$ 2,500.00	\$ 18,500.00	\$ 4,948.00	\$ 36,615.20	\$ 2,040.00	\$ 15,096.00	\$ 4,500.00	\$ 33,300.00	\$ 6,000.00	\$ 44,400.00	\$ 4,417.93	\$ 32,692.68
*	N/A	SEEDING (SPECIAL - MESIC PRAIRIE MIX)	ACRE	0.9	\$ 4,500.00	\$ 4,050.00	\$ 2,200.00	\$ 1,980.00	\$ 4,300.00	\$ 3,870.00	\$ 2,010.00	\$ 1,809.00	\$ 4,500.00	\$ 4,050.00	\$ 7,000.00	\$ 6,300.00	\$ 3,763.62	\$ 3,387.26
*	N/A	CROSS VANE SPECIAL	EACH	4	\$ 5,000.00	\$ 20,000.00	\$ 7,400.00	\$ 29,600.00	\$ 6,800.00	\$ 27,200.00	\$ 5,210.00	\$ 20,840.00	\$ 6,500.00	\$ 26,000.00	\$ 15,000.00	\$ 60,000.00	\$ 3,601.40	\$ 14,405.60
*	N/A	J-HOOK SPECIAL	EACH	4	\$ 4,000.00	\$ 16,000.00	\$ 5,400.00	\$ 21,600.00	\$ 6,800.00	\$ 27,200.00	\$ 2,450.00	\$ 9,800.00	\$ 3,275.00	\$ 13,100.00	\$ 11,000.00	\$ 44,000.00	\$ 2,671.31	\$ 10,685.24
*	N/A	TEMPORARY FLOW BYPASS	L SUM	1	\$ 40,000.00	\$ 40,000.00	\$ 165,600.00	\$ 165,600.00	\$ 125,000.00	\$ 125,000.00	\$ 70,800.00	\$ 70,800.00	\$ 47,500.00	\$ 47,500.00	\$ 85,000.00	\$ 85,000.00	\$ 325,280.61	\$ 325,280.61
*	N/A	PROJECT SIGN	EACH	1	\$ 1,500.00	\$ 1,500.00	\$ 1,100.00	\$ 1,100.00	\$ 6,800.00	\$ 6,800.00	\$ 2,550.00	\$ 2,550.00	\$ 2,500.00	\$ 2,500.00	\$ 3,000.00	\$ 3,000.00	\$ 8,111.25	\$ 8,111.25
*	N/A	EDUCATIONAL SIGN	EACH	2	\$ 1,500.00	\$ 3,000.00	\$ 2,600.00	\$ 5,200.00	\$ 6,800.00	\$ 13,600.00	\$ 3,690.00	\$ 7,380.00	\$ 4,650.00	\$ 9,300.00	\$ 3,000.00	\$ 6,000.00	\$ 6,489.00	\$ 12,978.00
*	N/A	AS-BUILT DRAWINGS	L SUM	1	\$ 20,000.00	\$ 20,000.00	\$ 2,600.00	\$ 2,600.00	\$ 25,000.00	\$ 25,000.00	\$ 4,200.00	\$ 4,200.00	\$ 11,500.00	\$ 11,500.00	\$ 12,000.00	\$ 12,000.00	\$ 16,222.50	\$ 16,222.50
*	N/A	MONITORING AND MAINTENANCE	YEAR	3	\$ 20,000.00	\$ 60,000.00	\$ 34,500.00	\$ 103,500.00	\$ 38,000.00	\$ 114,000.00	\$ 23,300.00	\$ 69,900.00	\$ 35,000.00	\$ 105,000.00	\$ 15,000.00	\$ 45,000.00	\$ 35,202.83	\$ 105,608.49

* INDICATES SPECIAL PROVISION

TOTAL = \$ 1,534,800.00 \$ 1,339,000.00 \$ 1,424,975.70 \$ 1,436,646.46 \$ 1,466,037.50 \$ 2,545,961.00 \$ 2,623,902.41



PHONE CONVERSATION LOG

DATE: 4/8/22

PERSON (Contacted/Calling): Bernard Pondexter

AFFILIATION: City of Lake Forest

PHONE NUMBER: 847-234-2600

CBBEL
REPRESENTATIVE: Nick Morel

PROJECT NAME: Walden Ravine Restoration

PROJECT NUMBER: 210148

COPIES TO: File

SUBJECT: Reference Check

NOTES:

What was your title or role on this project?

Project manager

Was the contractor the General Contractor or a Subcontractor?

General Contractor

What was the type of work and approximate cost?

Streambed restoration, storm sewer and re-grading a bluff. Approximate cost was \$1,000,000.

Was the job a prevailing wage contract?

Yes

Was the job completed on time and within budget?

Completed within budget, and on-time.

Were there any change orders? If yes, for what?

A couple of change orders not driven by contractor, but by design changes and unforeseen conditions. No unreasonable extra requests.

Were you satisfied with the quality of work performed?

Yes, very satisfied.

Were they easy to work with? Would you recommend using them?

Yes and yes

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



PHONE CONVERSATION LOG

DATE: 4/8/22

PERSON (Contacted/Calling): Bryan Winter

AFFILIATION: East Skokie Drainage District

PHONE NUMBER: 847-244-0770

CBBEL
REPRESENTATIVE: Nick Morel

PROJECT NAME: Skokie Ditch PH-1

PROJECT NUMBER: 210148

COPIES TO: File

SUBJECT: Reference Check

NOTES:

What was your title or role on this project?

Project manager rep for East Skokie Drainage District

Was the contractor the General Contractor or a Subcontractor?

General Contractor

What was the type of work and approximate cost?

Streambed restoration, gabions, and stone armoring. 50' R.O.W. to work in and the contractor did a great job keeping a tight site and respecting neighbors. Under budget at 1.9 million.

Was the job a prevailing wage contract?

Yes

Was the job completed on time and within budget?

Completed within budget, and on-time.

Were there any change orders? If yes, for what?

Change orders actually saved money for the District through value engineering

Were you satisfied with the quality of work performed?

Yes, very satisfied.

Were they easy to work with? Would you recommend using them?

Yes and yes

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CHRISTOPHER B. BURKE ENGINEERING, LTD.

9575 W Higgins Road, Suite 600 Rosemont, Illinois 60018-4920 Tel (847) 823-0500 Fax (847) 823-0520



REQUEST FOR BOARD ACTION

MEETING DATE: April 26, 2022
DEPARTMENT: Community Development
SUBJECT: Approval of the Official Zoning Map

EXECUTIVE SUMMARY

State statute requires municipalities each year to approve and publish their official zoning map. Since the map was last published, there have been no zoning map amendments. The only changes made to the map were administrative in nature, such as removal of labels, eliminating a designation out of Village corporate limits, and extending designations to certain right-of-ways. As there were no zoning amendments to the map and all changes are administrative, the Planning & Zoning Commission is not required to review the map.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Proposed Ordinance
2. Zoning Map

RECOMMENDED MOTION

Motion to approve the ordinance approving the 2022 Zoning Map.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

An Ordinance Approving the 2022 Zoning Map for the Village of Lake in the Hills

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and the passage of this Ordinance constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois 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: That the 2022 Zoning Map for the Village of Lake in the Hills was revised in March 2022 by Baxter and Woodman, attached hereto and made a part hereof, is hereby approved.

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

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

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

Passed this 28th day of April, 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 28TH DAY OF APRIL 2022

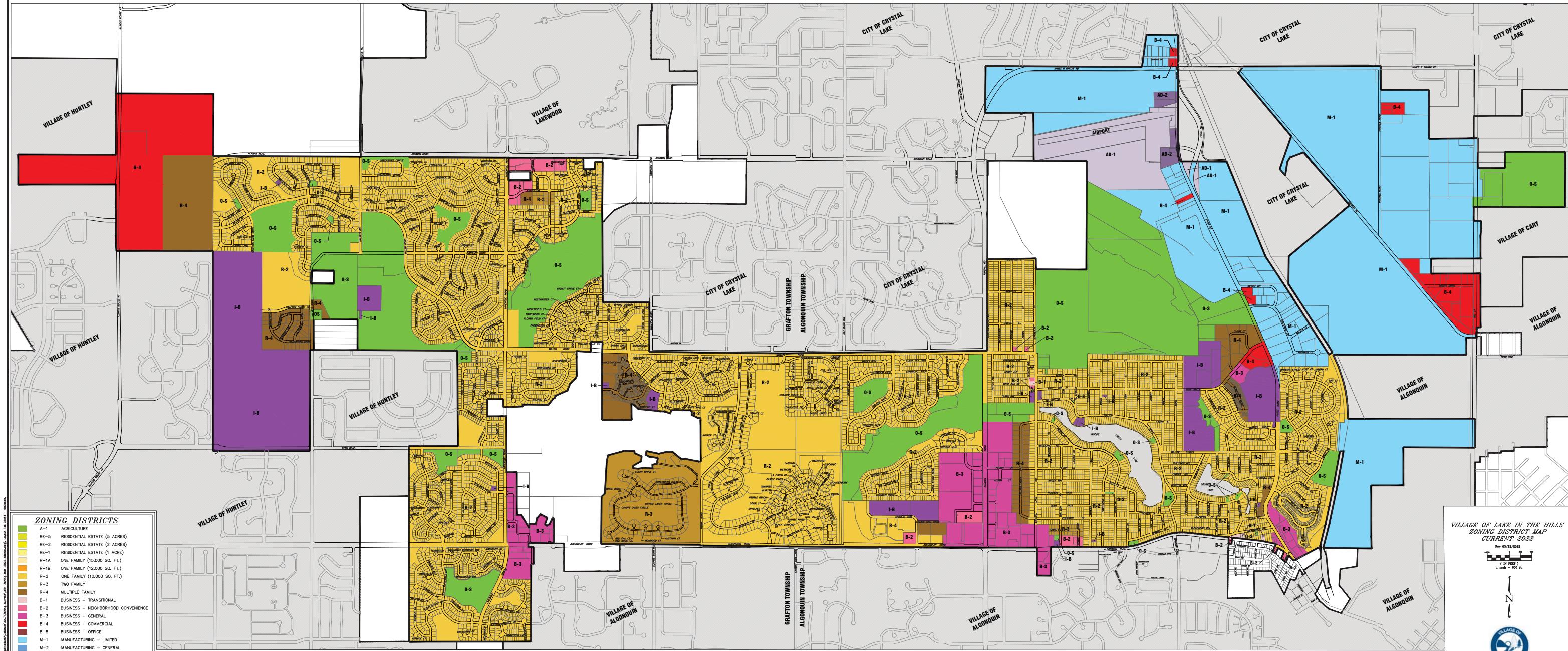
Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

VILLAGE OF LAKE IN THE HILLS ZONING DISTRICT MAP



ZONING DISTRICTS

Green	A-1	AGRICULTURE
Light Green	RE-5	RESIDENTIAL ESTATE (5 ACRES)
Yellow-Green	RE-2	RESIDENTIAL ESTATE (2 ACRES)
Yellow	RE-1	RESIDENTIAL ESTATE (1 ACRE)
Light Yellow	R-1A	ONE FAMILY (15,000 SQ. FT.)
Yellow-Orange	R-1B	ONE FAMILY (12,000 SQ. FT.)
Orange	R-2	ONE FAMILY (10,000 SQ. FT.)
Light Orange	R-3	TWO FAMILY
Light Brown	R-4	MULTIPLE FAMILY
Light Purple	B-1	BUSINESS - TRANSITIONAL
Light Blue	B-2	BUSINESS - NEIGHBORHOOD CONVENIENCE
Light Green	B-3	BUSINESS - GENERAL
Light Yellow	B-4	BUSINESS - COMMERCIAL
Light Purple	B-5	BUSINESS - OFFICE
Light Blue	M-1	MANUFACTURING - LIMITED
Light Green	M-2	MANUFACTURING - GENERAL
Light Yellow	O-S	OPEN SPACE
Light Purple	I-B	INSTITUTIONAL BUILDINGS
Light Blue	A-D1	AIRPORT DISTRICT 1
Light Purple	A-D2	AIRPORT DISTRICT 2

LEGEND
 MUNICIPAL BOUNDARY LINE

VILLAGE OF LAKE IN THE HILLS
 ZONING DISTRICT MAP
 CURRENT 2022

Scale: 1" = 1000'
 1 inch = 800 ft.

BAXTER & WOODMAN
 Consulting Engineers

MAP DATE: 08/20/2022
 MAP BY: BAXTER & WOODMAN
 MAP FOR: VILLAGE OF LAKE IN THE HILLS
 MAP NO.: 2022-001