



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

MARCH 21, 2023
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. Request from Club 400 for waiver of Section 43.09, "Noise", of the Municipal Code and waiver of Sign Regulations
 2. Boy Scout Troop 369 requesting to park their Canoe Trailer in the parking lot at Nockels Park/ LaBahn Hain House
 3. Settlement with Hanson Professional Services
 - B. Finance
 1. Informational Item concerning Police Explorer Post #1096 Fund
 - C. Community Development
 1. Temporary Use Permit for a Carnival at 101 N. Randall Road
 2. Ordinance Granting a Conditional Use, Variation & Development Plan for an Outdoor Deck at Moretti's Restaurant at 220 N. Randall Road
 - D. Public Works
 1. Reject the Bid for the purchase of Two Half Ton Pickup Trucks
 2. Approval of a Funding Agreement, Engineering Services Agreement, and two Resolutions for the Pingree Road Resurfacing Project
 - E. Parks & Recreation
 1. Informational Item concerning Chapter 8, Parks, Lakes, and Beaches of the Municipal Code
5. Board of Trustees
6. Village President
7. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: _____ Date: _____ Time: _____



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Administration

SUBJECT: Club 400 requesting a waiver of Section 43.09, "Noise", of the Municipal Code and waiver of Sign Regulations & Enforcement

EXECUTIVE SUMMARY

Attached please find a letter from Stewart McVicar, with Club 400, requesting enforcement activities be suspended to allow the placement of temporary signage on Henry Lane. He has also requested a waiver of the provisions of Section 43.09, Noise, of the Municipal Code to allow music to be played at an event being held by Club 400 at 3090 Henry Lane on Thursday, April 6, 2023. Finally, he requests that parking be allowed on the following streets for approximately 100 guests:

- Northside of Gladstone
- Eastside of Henry Lane
- Southside of Gateway
- Eastside of Albrecht

Accordingly, the police department will place signage restricting parking to only one side of the street during the events. This will alleviate street congestion and allow for better traffic flow for residents and emergency vehicle access if necessary.

Club 400 will also be applying for a one-day Event Permit Liquor License.

Mr. McVicar will be present at the March 21, 2023 Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Club 400 Letter

RECOMMENDED MOTION

Motion to waive the provisions of Section 43.09, "Noise" from 5:30pm until 9:30pm, suspend enforcement activities to allow the installation of temporary signage on Henry Lane, and allow parking for approximately 100 guests for the event being held by Club 400 on April 6, 2023 at 3090 Henry Lane.



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

Via Email to: Nancy Sujet, nsujet@lith.org

RE: Stewart McVicar/Club 400 2023 Event

Dear Nancy,

Club 400 and Stewart McVicar request a waiver of enforcement for noise, posting temporary signage, and parking ordinance requirements on Thursday, April 6th from 6:00pm until 9:00pm.

Stewart McVicar, property owner of 3090 Henry Lane, Lake in the Hills, is seeking approval to host a charity event on Thursday, April 6th. The event is set to commence at 6:00pm with some guests and volunteers arriving early for set-up. The event is set to conclude at approximately 9:00pm with some guests and volunteers to remain on site later for clean-up. It is anticipated approximately 100 guests and volunteers will be present. Temporary signs will be placed on the property at 3090 Henry Lane, LITH and will not be posted elsewhere in the Village.

The April 6, 2023 event will feature Chicago Cubs players/celebrities, Justin Steele with approximately 100 tickets sold to benefit the Rods Heroes as well as Club 400. A ticket to the event includes food, drink, a meet-and-greet with the celebrities and an auction of donated Cubs memorabilia.

The event will be catered by a local restaurant and food permits will be in place to serve food and drink by McHenry County Health Department. Beer, wine and soft drinks will be served. We will have off-duty police checking IDs and handing out wristbands that will signify a person is over 21 years of age. All servers will carry Bassett certification and are trained to look for wristbands, underage drinkers, and intoxicated individuals. The property is also fenced in on 3-sides with only one entrance into and out of the event.

Parking will be restricted to one side of the street to ensure emergency vehicle access to the property. Parking will be available as follows, with "no parking" signs on the opposite side of the streets: north side of Gladstone, east side of Henry Lane, south side of Gateway and east side of Albrecht. In addition, a shuttle service will be operating to take attendees from the parking lots near Red Tail Golf Course to the event to reduce parking on the streets.

We have a special event certification of insurance for general liability, which includes host liquor for the event. Our applications for Event Permits from the Village ASAP. We do not anticipate any issues with insurance or securing the appropriate permits.

Please let me know if you have any questions at this time or need clarification. We appreciate your consideration of these requests. If possible, we would like our requests placed on the agenda for an upcoming board meeting. Thank you for your time and consideration.

Sincerely,

A handwritten signature in black ink, appearing to be 'M. Bogdanowski', written over a faint, illegible printed name.

Ray Bogdanowski, rogdanowski@lith.org

Shannon Andrews, sandrews@lith.org

Ann Marie Hess, ahess@lith.org

Bradford Stewart, bstewart@zrfmlaw.com

Stewart McVicar, stewartmcvicar@yahoo.com



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Administration

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

EXECUTIVE SUMMARY

Boy Scout Troop 369 is requesting permission to park their Slick-Rydr Canoe Trailer, which holds 10 canoes and several kayaks, in the parking lot at Nockels Park/LaBahn Hain House from late April 2023 through September 2023. This is the tenth consecutive year that the Village has received this request.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Boy Scout Troop 369 Letter

RECOMMENDED MOTION

Motion to allow Boy Scout Troop 369 to park their Slick-Rydr canoe trailer in the parking lot at Nockels Park/LaBahn Hain House from late April 2023 through September 2023.

March 10, 2023

Dear Sirs:

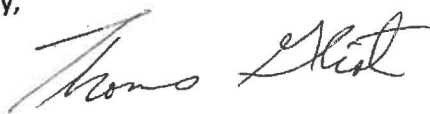
It is that time of year again!!!

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

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

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

Sincerely,

A handwritten signature in cursive script that reads "Thomas Gliot".

Thomas Gliot

847-902-6722

Scoutmaster, Troop 369



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Administration

SUBJECT: Settlement with Hanson Professional Services

EXECUTIVE SUMMARY

Hanson Professional Services had served as the primary engineering firm for the Airport until 2013 when Crawford, Murphy and Tilly assumed the role. When engineering services were transferred, there were two projects that Hanson had provided engineering/design services on, which had not yet been approved for funding through IDOT, as follows:

1. Perimeter Fence - Phase 2 engineering for the placement of a perimeter fence around a portion of the airport property (valued at \$41,100)
2. Apron - Phase 1 design for the planned installation of an apron at the airport (valued at \$150,250)

In 2013, the Village entered into a global settlement agreement to account for all payments owed to Hanson, with the exception of the perimeter fence and apron projects, which had not been undertaken at that point. These projects were included as part of a separate professional services agreement with Hanson, where it was understood that payment would be owed upon the earlier of: (1) grant funding of the project; or (2) the Village's abandonment of the project.

While the Village and Hanson had initially intended for these projects to move forward, state and federal funding was shifted to projects that brought the airport into compliance with new safety standards. As such, the apron project was abandoned and the perimeter fence project was placed on the Village's long-range plans.

Unfortunately, after ten years, IDOT has not approved funding and the Village has not moved forward with either of these projects. As such, Hanson has never been compensated for the design work they performed ten years prior. While there may be a future need for a perimeter fence and apron, so many changes have been made to the airport layout, that the designs Hanson produced back in 2013 may not be able to be used.

Through a short series of settlement discussions, Hanson has agreed to accept \$50,000 as a settlement for services rendered on these projects, in addition to turning over all design work. If the design work is able to be used on a future capital project, the Village could seek to reclaim incurred expenses.

FINANCIAL IMPACT

The Airport Fund will require a budget amendment to cover the cost of the settlement in the amount of \$50,000.00 from reserves. There are currently sufficient funds in reserve to cover this expenditure. Staff will be prepared to review the status of the Airport Budget at the meeting on Tuesday evening.

ATTACHMENTS

1. Settlement Agreement
2. Proposed Budget Amendment Ordinance

RECOMMENDED MOTIONS

Motion to Approve a Settlement Agreement between the Village of Lake in the Hills and Hanson Professional Services in the amount of \$50,000.00.

Motion to Approve an Ordinance Approving Budget Amendments to the Operating Budget for the Fiscal Year Ending December 31, 2023.

SETTLEMENT AGREEMENT AND MUTUAL RELEASE

This Settlement Agreement and Mutual Release (the “Agreement”) is made and entered into this ___ day of _____, by and between the Village of Lake in the Hills (the “Village”) and Hanson Professional Services, Inc. (“Hanson”), herein referred to collectively as the “Parties.”

RECITALS

WHEREAS, the Village retained Hanson for certain design, planning and engineering services related to planned developments and improvements at the Lake in the Hills Municipal Airport, prior to and through 2013.

WHEREAS, the Village discontinued the services of Hanson and had entered into a settlement agreement to address all outstanding payment to Hanson for services rendered, excepting two projects which had not been approved for grant funding at the time: (1) an “Apron Project” comprised of and titled Design Phase Services for Grading and Drainage for New Apron (Replace Main Apron, Stage 1, Grading and Drainage); and (2) a “Fence Project” comprised of and titled Design Phase and Planning and Special Services to Extend Perimeter Fence, Phase 2, with each of the Apron Project and Fence Project being further agreed to be governed by a “Standard Agreement for Consultant Services at Illinois Airports for Architectural/Engineering (A/E), Planning and Special Services” effective on April 11, 2013.

WHEREAS, the anticipation of the Parties was that most, if not all, costs of professional services owed to Hanson would be paid upon completion of the Apron and Fence Projects, but that neither Project was approved for grant funding and neither Project was completed, to date.

WHEREAS, the following terms reflect full and fair consideration to provide remuneration to Hanson for a portion of the services rendered but less than the full amount claimed, due to legal challenges the Village could otherwise make to dispute the amounts owed.

WHEREAS, the Parties wish to enter into this Agreement for the purpose of fully, finally, and completely resolving, settling, and compromising any and all claims that either may have or ever have had in regards to the Fence Project, the Apron Project, or any other item potentially at issue between the parties, for anything at any point in time, prior to and through the date of execution of this Agreement.

NOW, THEREFORE, in consideration of the above Recitals, and in consideration of the performance of their mutual obligations, undertakings, and covenants in this Agreement, the legal sufficiency of which is stipulated, the Parties agree as follows:

AGREEMENT

1. **Incorporation of Recitals.** The foregoing Recitals are incorporated into this Agreement and shall be deemed an integral part of it.

2. **Agreed Terms of Settlement.** The Parties agree to the following:

(a) The Village shall pay to Hanson a one-time payment comprised of Forty-One Thousand and One Hundred Dollars (\$41,100.00) for the Fence Project, and Eight Thousand and Nine Hundred Dollars (\$8,900.00) for the Apron Project, for a total payment of Fifty Thousand Dollars \$50,000.00) (the “Settlement Amount”). Payment shall be made thirty (30) days after the Agreement is fully executed by the Village and Hanson.

(b) Hanson shall deliver to the Village, to the Village’s legal counsel, final versions of all design, planning, special, any other services documents, and survey and geotechnical data, if collected (whether they exist in print or electronic form), in its possession for the Apron Project and Fence Project, for any and all purposes the Village may choose to use such documents, without limitation,

with the Village having the exclusive proprietary interest in the possession and use of such documents. Hanson shall deliver said documents and data thirty (30) days after the execution of this Agreement.

3. **Satisfaction of Claims.** Provided the settlement tenders are made, each Party shall be deemed to have completely and fully satisfied all claims which the other Party had, has, or may have against the other Party for any work or services provided, or anything else, with prejudice, but without prejudice to any claims for breach of this Agreement.

4. **Representations and Warranties.** The Parties represent and warrant to each other as follows:

- (a) They have full authority to enter into this Agreement and to execute, deliver, and perform this Agreement;
- (b) The Parties have not and shall not grant, assign, sell, transfer, dispose of, or convey, and have not committed to grant, assign, sell, transfer, dispose of, or convey any rights, claims, causes of action, demands, liabilities, securities, obligations, or debts covered by this Agreement;
- (c) The Parties have not made, entered into, or committed to enter into any agreements or obligations inconsistent with this Agreement;
- (d) The Parties are not aware of any claim by any third party that would interfere in any way with the performance of any obligations of the Parties required by this Agreement; and
- (e) Nothing in this Agreement shall constitute or be construed as an admission or concession of liability by the Village or by Hanson (which liability each Party expressly denies).

5. **Mutual Releases.** The Village and Hanson, their respective past, present and future administrators, affiliates, agents, assigns, attorneys, beneficiaries, board members, Village officials, directors, divisions, employees, insurers, lenders, members, officers, partners, predecessors, principals, privies, representatives, servants, subrogees, subsidiaries, successors, and trustees do forever mutually release, remise, and discharge

each other and their respective past, present and future administrators, affiliates, agents, assigns, attorneys, beneficiaries, board members, Village officials, directors, divisions, employees, insurers, lenders, members, officers, partners, predecessors, principals, privies, representatives, servants, subrogees, subsidiaries, successors, and trustees from any and all debts, damages, demands, claims, charges, costs, expenses, liabilities, losses, obligations, suits, liens, judgments, dues, sums of money, fees, and causes of action of every kind, whether at law or in equity, including tort, contract, indemnity, warranty, subrogation, contribution, and all statutory and/or regulatory-based claims, or otherwise, including all claims for legal fees and costs, which the Village and Hanson had, has or may have for anything arising out of or related to anything that occurred prior to and/or through the date of this Agreement.

6. **Non-Disparagement.** If asked by any third-party about this matter, the Village and Hanson agree to state only that all claims were amicably resolved. The Village and Hanson also agree not to make any defamatory statement that disparages the Village or Hanson.

7. **Further Assurances.** The Parties agree to cooperate with each other and to deliver or cause to be delivered any instruments or other documents reasonably requested to consummate the transaction provided for in this Agreement and to effectuate its provisions.

8. **Final Agreement.** This Agreement constitutes the entire integrated agreement of the Parties relating to its subject matter. It supersedes all prior or contemporaneous negotiations or agreements, whether oral or written, relating to its subject matter. The Parties have not relied upon any promises, representations, warranties, agreements, covenants, or undertakings not otherwise expressly set forth in this Agreement.

9. **Amendment.** No amendment or modification of any provision of this Agreement shall be effective unless it is in writing and signed by all Parties to this Agreement.

10. **Governing Law.** This Agreement shall be governed by, and construed in accordance with the laws of the State of Illinois as if jointly written by both Parties. The Parties further acknowledge the inapplicability of the law of any other jurisdiction.

11. **Jurisdiction And Forum Selection.** The Parties agree that any lawsuit to adjudicate any claim, dispute, or controversy that arises out of, relates to, or is incidental to their rights and obligations under this Agreement shall be filed in the Circuit Court of McHenry County, Illinois, and that the Parties agree to consent to and waive any objections to personal jurisdiction, venue, or convenience in said Court.

12. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement. Facsimile and scanned electronic copies shall have the same force and effect as the original.

13. **Expenses.** Each Party shall bear its own costs, expenses, and attorney fees incurred in entering this Agreement and all matters released herein.

14. **Assignment.** Neither this Agreement nor any right created by this Agreement shall be assignable by either Party without the prior written consent of both Parties.

15. **Partial Invalidity.** Whenever possible, each provision of this Agreement shall be interpreted so as to be effective and valid under applicable law. If any one or more of the provisions of this Agreement is held invalid, illegal, or unenforceable in any respect for any reason, such provision shall be ineffective only to the extent of such invalidity, illegality, or

unenforceability and the remainder of the Agreement shall not be held invalid, unless such a construction would be unreasonable.

This Settlement Agreement and Mutual Release consists of six pages.

The Village of Lake in the Hills

Hanson Professional Services, Inc.

By _____

By D. J. Holladay

Its _____

Its V.P.

Dated: _____

Dated: 3/1/2023

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023- _____

**An Ordinance Approving a Budget Amendment
to the Operating Budget for the
Fiscal Year Ending December 31, 2023**

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, 2023 as part of Ordinance No. 2022-38; 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, 2023 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 23rd day of March 2023 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 23RD DAY OF MARCH, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

Exhibit A

03-23-2023

Village of Lake in the Hills
Budget Transfer/Amendment
For the Fiscal Year Ending December 31, 2023

Account Number	Account Description	Current Budget Amount	Revised Budget Amount	Increase (Decrease)	Amendment Description
<u>MUNICIPAL AIRPORT FUND EXPENSES</u>					
620.00.00-63.36	Miscellaneous Expense	-	50,000	50,000	Settlement Agreement with Hanson Professional Services
<u>TOTAL MUNICIPAL AIRPORT FUND EXPENSES</u>				<u><u>50,000</u></u>	



INFORMATIONAL MEMORANDUM

MEETING DATE: March 21, 2023
DEPARTMENT: Finance
SUBJECT: Police Explorer Post #1096 Fund

EXECUTIVE SUMMARY

Lake in the Hills Police Explorer Post #1096 was established in October, 1999 and is currently registered with the State of Illinois as a Not For Profit Corporation. Due to some recent changes in leadership in the program, a review of current practices was undertaken to determine if this was an opportunity to simplify reporting requirements and increase transparency.

Since the program is essentially run by Police Department staff and the Village currently budgets for the Explorer conference as part of the Support Services Division Community Affairs budget, dissolving the Not For Profit Corporation and consolidating the program into the Village's financial statements would accomplish both goals.

The Village's new auditing firm, GW & Associates, PC indicates that as long as there is a specific restricted or committed revenue source as the foundation for the fund, it would meet the criteria to be established as a Special Revenue Fund. Since the main revenue source would be donations restricted for use by Police Explorer Post #1096, that criteria would be met.

Therefore, as part of the first FY23 budget amendment process, a Police Explorer Post #1096 Fund would be established and the new fund would be incorporated into the FY24 budget process as a new ongoing fund of the Village. This is the same process used to establish both the Veterans Memorial Fund and the Police Seizure Fund last year.

FINANCIAL IMPACT

None.

ATTACHMENTS

None.

SUGGESTED DIRECTION

None.



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Community Development

SUBJECT: Temporary Use Permit for a Carnival at 101 N. Randall Road

EXECUTIVE SUMMARY

Section 12 of the Zoning Code regulates temporary uses, and grants the Community Development Department authority to issue temporary use permits. However, per Section 12.3, carnivals are considered special temporary uses and shall require approval by the Village Board.

The Algonquin/Lake in the Hills Chamber of Commerce has requested a temporary use permit to hold a carnival in the parking lot of the At Home store at 101 N. Randall Road from Thursday, April 20 through Sunday, April 23, 2023. The carnival would be operated by Windy City Amusements, which has operated at Summer Sunset Festival and Rib Fest for many years in the past and is familiar with the Village code requirements. Windy City will provide rides, games, and their two food trailers. There will not be any alcohol sales or live entertainment at this event. The Chamber of Commerce has secured written permission for the event from the At Home store and the U-Haul Moving & Storage business.

Community Development staff has reviewed the request and recommends approval.

FINANCIAL IMPACT

None

ATTACHMENTS

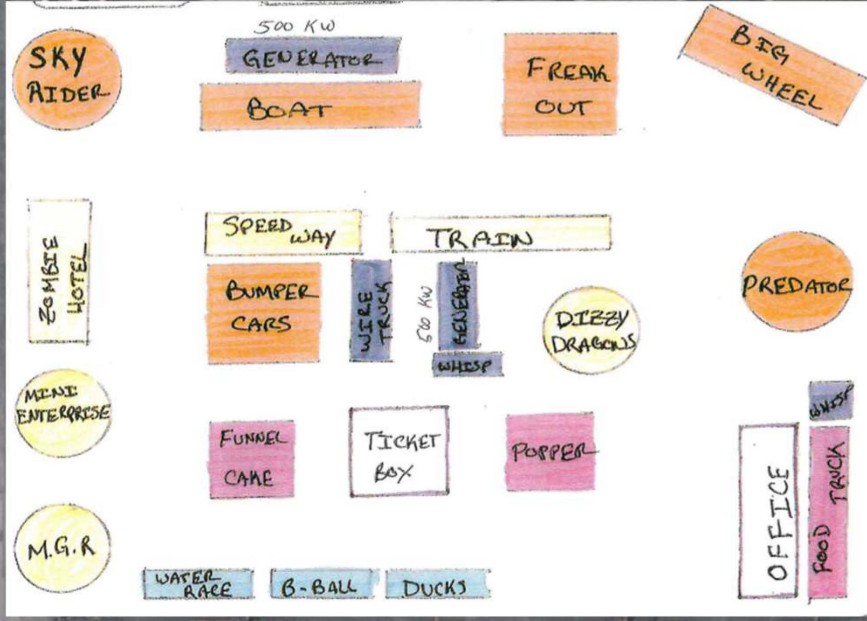
1. Site Plans
2. Description of Proposed Use
3. Permission Letters

RECOMMENDED MOTION

Motion to approve a temporary use permit for a carnival at 101 N. Randall Road from April 20 through April 23, 2023.



Copyright County of McHenry 2023.
All information is provided "as-is" with no
guarantee of accuracy, completeness, or currency.





SALERNO'S

Windy City Amusements, Inc.



Tony and Ruth Salerno

Cabin Fever Festival Carnival

April 20-23

in the At Home parking lot

Hours of Operation:

Thurs 5-9pm, Fri 5-10pm, Sat 1-10pm & Sun 1-9pm

Sponsored by the Algonquin - Lake in the Hills Chamber of Commerce

Windy City Amusements Inc. has worked in the Village of Lake in the Hills in the past for Rib Fest as well as Summer Sunser Festival for many years.

Windy City Amusements will provide rides, games and their 2 food trailers for the event. Windy City Amusements will also arrange for the portable toilets and will apply for our McHenry County Health Department food permits. There will no alcohol sales or live entertainment/music at this event.

In the event of severe weather we will shut down the rides and evacuate customers from the property. Carnival staff will have radios and cell phones to call for assistance if needed. We will also follow the requirements of the L.I.T.H. Police Department and/or Village.

There will be plenty of parking available for customers as with a carnival only event people come and go and do not stay for long periods of time like they would for a festival.

Windy City Amusements will bring their own generators and wiring as we do for Rib Fest & Summer Sunset Fest.



SALERNO'S

Windy City Amusements, Inc.



Tony and Ruth Salerno

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

To Whom It May Concern,

We have worked in the Village in the past for many years providing the amusement rides, games and food for the Rib Fest and the Summer Sunset Festival.

We have been in Business in Illinois since 1977 and take great pride in our Company and the services that we provide to the many events that we service each year.

We will follow all of the rules that are required by the State of Illinois Carnival and Amusement Ride Safety Act Section 2-20 which requires us to perform a criminal history records check and perform a check of the National Sex Offender Public Registry for carnival workers at the time they are hired and have in place a substance abuse policy as provided by Sec.2-20 of the Act of the Department's Administrative Rules. Windy City Amusements does random alcohol/drug testing on employees as per our Substance Abuse Policy requirements.

We will apply for our McHenry County Health Department permits before the event. The Health Department will come out to the event to inspect and usually issues the permits on site after the inspection of our facilities.

We will provide a list of employees at the event and will have a list available in the mobile office that will include names, addresses and date of birth on all employees. We cannot give out employee SS numbers per the Privacy Act. The majority of the employees will be here on H-2B worker Visas as we employ workers thru a Government program in order to supplement our workforce.

Please let me know if you have any additional questions.
Sincerely

Cheryl Salerno

March 3, 2023

Mr. John Svalenka
Director of Community Development
600 Harvest Gate
Lake in the Hills, IL 60156

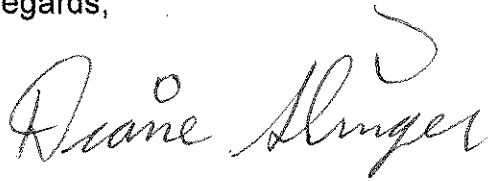
Dear Mr. Svalenka,

On behalf of the At Home located at the corner of Randall and Algonquin Roads, we are aware of the Algonquin-Lake in the Hills Chamber of Commerce plans to host the "Cabin Fever Festival" over the weekends of April 20th – 23rd. The crews will arrive on Tuesday, April 18th and depart on the evening of April 23rd.

We further understand and give permission to use the necessary space in the parking lot of the aforementioned location per the location plans provided by the Algonquin/Lake in the Hills Chamber.

It is our further understanding that the times of the event are each Thursday 5-9pm; Friday 5-10pm; Saturday 1-10pm and Sunday 1-9pm.

Regards,

A handwritten signature in cursive script, reading "Diane Stinger". The signature is written in black ink and is positioned below the "Regards," text.

March 7, 2023

Mr. John Svalenka
Director of Community Development
600 Harvest Gate
Lake in the Hills, IL 60156

Dear Mr. Svalenka,

On behalf of the U-Haul located at the corner of Randall and Algonquin Roads, we are aware of the Algonquin-Lake in the Hills Chamber of Commerce plans to host the "Cabin Fever Festival" over the weekends of April 20th – 23rd. The crews will arrive on Tuesday, April 18th and depart on the evening of April 23rd.

We further understand and give permission to use the necessary space in the parking lot of the aforementioned location per the location plans provided by the Algonquin/Lake in the Hills Chamber.

It is our further understanding that the times of the event are each Thursday 5-9pm; Friday 5-10pm; Saturday 1-10pm and Sunday 1-9pm.

Regards,

 (U-Haul)

Ivy Schwach
U-Haul Co. Northwest Chicago Suburbs



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Community Development

SUBJECT: An Ordinance Granting a Conditional Use, Variation and a Development Plan for an Outdoor Deck at Moretti's Restaurant at 220 N. Randall Road

EXECUTIVE SUMMARY

Mark Hoffmann, owner of Moretti's restaurant, has submitted applications to the Village to allow for the construction of a new 3,225 square-foot deck on the front (east) side of the Moretti's restaurant at 220 N. Randall Road. The deck is proposed to provide additional areas for outdoor dining by restaurant patrons.

The subject property is within the B-2 Neighborhood Convenience Business zoning district. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code, an "outdoor use accessory to a principal use" is allowed in the B-2 zoning district only with the approval of a conditional use. The applicant has requested approval of this conditional use.

Per Section 18.2-2.C of the Zoning Code, when a building undergoes any increase in the gross floor area or seating capacity then the parking facilities shall be increased accordingly to at least equal the minimum parking required. Per Section 18.9 of the Zoning Code, restaurants are required to provide one parking space for every 70 square feet. The proposed new deck would require an additional 46 parking spaces, for a total of 213 parking spaces. As shown on the submitted plan, the subject property includes only 152 parking spaces. The owner has not proposed the construction of any additional parking spaces. Therefore, the applicant has also requested a variation to reduce the required number of parking spaces.

In accordance with Section 25.5 of the Zoning Code, a Development Plan must be prepared and submitted for any Planned Development. On August 26, 1999 the Board of Trustees approved a development plan for the Govnor's Public House restaurant on the subject property. On September 28, 2000 the Board of Trustees approved a first amendment to the development plan for Govnor's Public House. On October 22, 2013 the Board of Trustees approved a second amendment to the development plan, this time for the Moretti's restaurant. Therefore, in order to allow for changes in the site plan and landscaping to accommodate the proposed deck, the applicant has requested approval of a third amendment to the development plan for the subject property.

Village staff reviewed the conditional use, variation and development plan according to the standards listed in the Zoning Code. In general, staff found that the development meets all seven standards for a conditional use, meets all nine standards for a variation, and meets the standards for amendment of a development plan.

The Planning & Zoning Commission conducted a public hearing on March 13, 2023. The Commission recommended approval of the requests by a vote of 7-0.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance
2. Staff Report
3. Applications
4. Zoning Map, Future Land Use Map, and Aerial Photo

RECOMMENDED MOTION

Motion to approve an ordinance granting a conditional use, variation and a development plan for an outdoor deck at Moretti's restaurant at 220 N. Randall Road.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023 - ____

**An Ordinance Granting a Conditional Use, Variation, and a
Development Plan for an Outdoor Deck at Moretti's Restaurant at
220 N. Randall Road**

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

WHEREAS, M & D Limited Partnership (the "Owner") is the record title owner of that certain property located in the B-2 Neighborhood Convenience Business Zoning District ("B-2 District"), consisting of approximately 2.79 acres, commonly known as 220 N. Randall Road in the Village, and legally described in Exhibit A attached to and, by this reference, made a part of this Ordinance (the "Property"); and

WHEREAS, the Property is currently improved with a restaurant building and accessory parking lot; and

WHEREAS, the Owner desires to develop and maintain an approximately 3,225 square-foot deck to be used for an outdoor dining area accessory to the existing restaurant (the "Proposed Use") on the Property, and desires to develop the deck without increasing the number of parking spaces on the Property (collectively, the "Proposed Development"); and

WHEREAS, Section 11 of the Lake in the Hills Zoning Code, as amended (the "Zoning Code"), prohibits the use of property in the B-2 District for an outdoor use accessory to a principal use except upon the granting by the Board of Trustees of a conditional use therefor; and

WHEREAS, pursuant to Section 18.2-2.C of the Zoning Code, when a building or structure undergoes any increase in the gross floor area, seating capacity, or other unit of measurement specified for the required parking spaces, and further, when said increase would result in a requirement for additional total parking spaces, then the parking facilities shall be increased accordingly, to at least equal the parking required for the building or structure as modified; and

WHEREAS, on August 26, 1999 the President and Board of Trustees passed Ordinance 1999-00-25, which approved a development plan for the Govnor's Public House restaurant project on the Property; and

WHEREAS, on September 28, 2000 the President and Board of Trustees passed Ordinance 2000-01-28, which approved revised development plans for the Govnor's Public House restaurant project as a first amendment to the development plan on the Property; and

WHEREAS, on October 22, 2013 the President and Board of Trustees passed Ordinance 2013-40, which approved amended landscape plans for the Moretti's restaurant as a second amendment to the development plan on the Property; and

WHEREAS, in order to permit the Proposed Development on the Property, Mark Hoffmann (the "Applicant"), with the consent of the Owner has filed applications for: (i) a conditional use for an outdoor use accessory to a principal use; (ii) a variation from Sections 18.2-2.C and 18.9 of the Zoning Code to reduce the number of required parking spaces from 213 to 152; and (iii) a third amendment to the development plan on the Property (collectively, the "Requested Relief"); and

WHEREAS, pursuant to Section 21.6 of the Zoning Code, a public hearing of the Village of Lake in the Hills Planning and Zoning Commission("PZC") to consider approval of the Requested Relief was duly advertised in the Northwest Herald on February 24, 2023, and was held on March 13, 2023; and

WHEREAS, on March 13, 2023, after deliberation the PZC voted (7 aye, 0 nay, 0 absent, 0 abstain) to approve findings of fact and make a report and a recommendation to the President and Board of Trustees in support of the Requested Relief, subject to specified conditions; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills have considered the findings of fact, the report, and the recommendation of the PZC, and have determined that the Requested Relief meets the standards for conditional uses as set forth in Section 24.6 of the Zoning Code, for variations as set forth in Section 23 of the Zoning Code, and for development plans as set forth in Section 25.6 of the Zoning Code; and

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to grant the Requested Relief to the Owner and the Applicant, subject to the conditions, restrictions, and provisions of this Ordinance;

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

SECTION 1: The Corporate Authorities find that the statements in the foregoing preamble are true, and the statements are incorporated into, and made a part of, this Ordinance as the findings of the Village President and Board of Trustees.

SECTION 2: The findings, report and recommendation of the PZC on the question of granting the Requested Relief is hereby accepted.

SECTION 3: APPROVAL OF CONDITIONAL USE. In accordance with and pursuant to Section 24.2 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of the conditional use to allow for the use of the Property for an outdoor dining area accessory to a principal use on the terms and conditions set forth herein.

SECTION 4: APPROVAL OF VARIATION. In accordance with and pursuant to Section 23 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of a variation from Sections 18.2-2.C and 18.9 of the Zoning Code to reduce the number of required parking spaces on the Property from 213 to 152.

SECTION 5: APPROVAL OF THIRD AMENDMENT TO DEVELOPMENT PLAN. In accordance with and pursuant to Section 25.6 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 6 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of a development plan amendment to allow the Proposed Development on the Property

SECTION 6: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to

Sections 3, 4 and 5 of this Ordinance are hereby granted expressly and specifically subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. COMPLIANCE WITH REGULATIONS. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Development and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. COMPLIANCE WITH PLANS. Except for minor modifications approved by the Director of Community Development in accordance with Section 25.8 of the Zoning Code, the development, use, operation, and maintenance of the Property must comply with the plans for the proposed deck to the Moretti's restaurant, prepared by Ar-K-Teks Unlimited, Ltd., consisting of five sheets with an original issue date of 02/03/2023, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B (the "Plans");
- C. ESTABLISHMENT AND CONTINUATION OF USE. Pursuant to Section 24.9 of the Zoning Code, the approvals granted pursuant to this Ordinance will be automatically null and void if the Proposed Use is not constructed within one year of approval of this Ordinance or if the Proposed Use has been discontinued for a period of one year.
- D. REIMBURSEMENT OF VILLAGE COSTS. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Applicant must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review, negotiation, preparation, consideration, and review of this Ordinance. Further, the Owner and Applicant are liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 7: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the McHenry County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inures solely to the benefit of, and is binding upon, the

Owner, the Applicant, and each of their respective heirs, representatives, successors, and assigns, except as provided in Section 6.C herein.

SECTION 8: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 3, 4 and 5 of this Ordinance will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the President and Board of Trustees may not so revoke the approvals granted in Sections 3, 4 and 5 of this Ordinance unless it first provides the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the zoning district in which the Property is located, and only the previous approvals granted specific to the Property by the Village, prior to the adoption of this Ordinance and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstance.

SECTION 9: AMENDMENTS. Any amendments to the approvals granted in Sections 3, 4 and 5 of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 10: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 11: EFFECTIVE DATE.

A. This Ordinance will be effective only upon the occurrence of all of the following events, which are conditions precedent:

1. Passage by the President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form (which publication is hereby authorized) in the manner required by law; and

3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit C attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner or the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 11.A.3 of this Ordinance, within 30 days after the date of final passage of this Ordinance, the President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Passed this 23rd day of March, 2023 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 23rd DAY OF MARCH, 2023

 Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
 Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN GOVNSORS SUBDIVISION, BEING A SUBDIVISION OF PART OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MARCH 20, 2001, AS DOCUMENT NUMBER 2001R0016624, IN MCHENRY COUNTY, ILLINOIS; EXCEPTING THEREFROM THAT PART OF SAID LOT 1 GRANTED TO THE COUNTY OF MCHENRY FOR HIGHWAY PURPOSES ACCORDING TO THE DEED RECORDED MARCH 16, 2017 AS DOCUMENT NUMBER 2017R0009154 AND DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 1; THENCE ON AN ILLINOIS COORDINATE SYSTEM NAD 83 (2011) EAST ZONE BEARING OF SOUTH 89 DEGREES 40 MINUTES 50 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 1, A DISTANCE OF 23.53 FEET; THENCE NORTH 0 DEGREES 24 MINUTES 03 SECONDS WEST, A DISTANCE OF 305.15 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE NORTH 89 DEGREES 40 MINUTES 50 SECONDS EAST ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 23.54 FEET TO THE NORTHEAST CORNER OF LOT 1; THENCE SOUTH 0 DEGREES 23 MINUTES 56 SECONDS EAST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 305.15 FEET TO THE POINT OF BEGINNING.

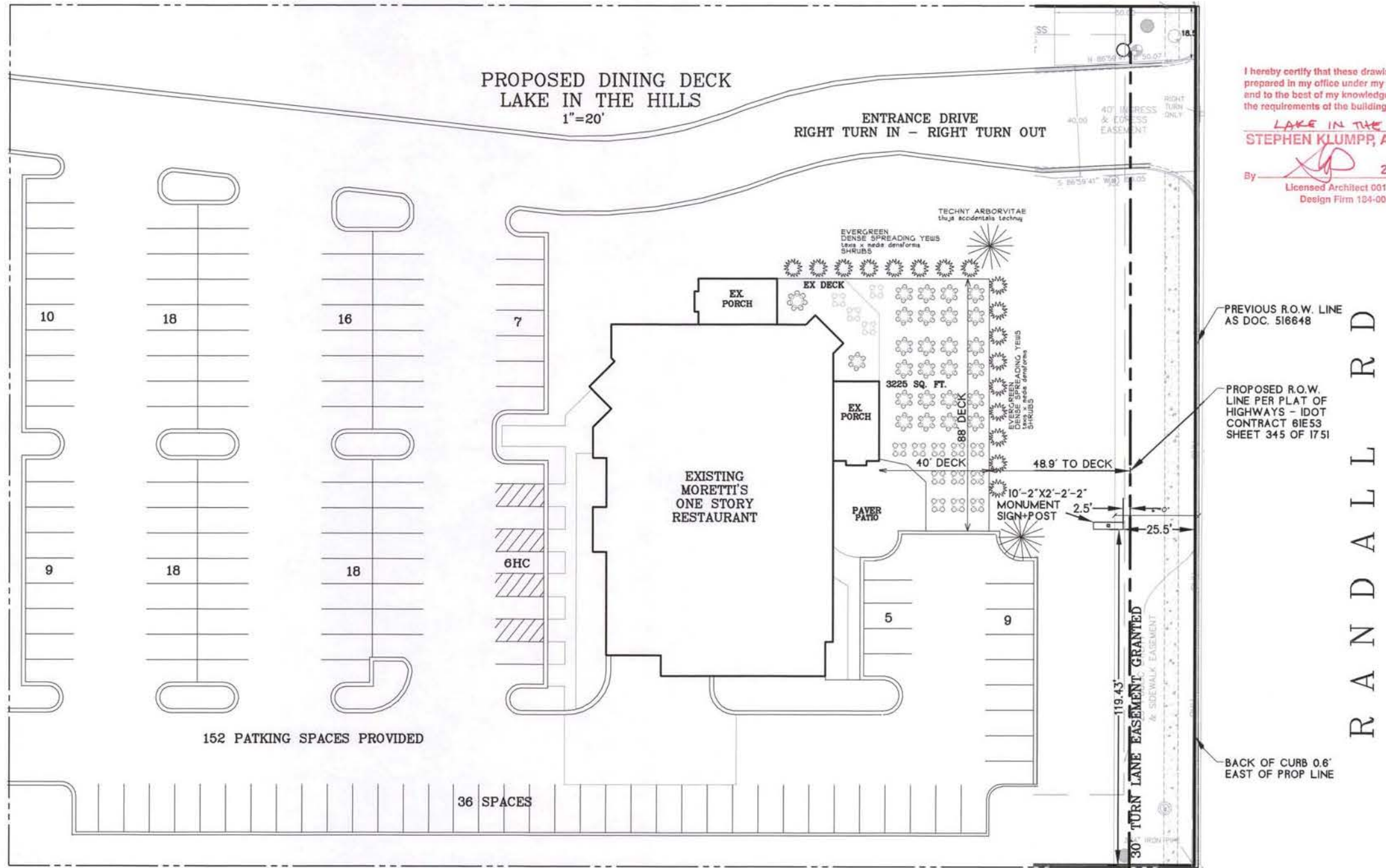
Commonly known as 220 N. Randall Road, Lake in the Hills, Illinois.

PIN: 19-30-276-006

EXHIBIT B

PLANS

MORETTI'S 220 RANDALL RD. PROPOSED DECK & SIGN



I hereby certify that these drawings have been prepared in my office under my supervision and to the best of my knowledge conform to the requirements of the building ordinances of

LAKE IN THE HILLS
STEPHEN KLUMPP, ARCHITECT

By  **2/3/23**
Licensed Architect 001-010949
Design Firm 124-003609

PROPOSED DECK TO THE MORETTI'S RESTAURANT 220 N. RANDALL ROAD LAKE IN THE HILLS, IL.



DATE	REVISION

300 N. 11th St.
Wheeling,
Illinois
60090

email: arkteks@comcast.net
voice: (224) 522-7322
Stephen P. Klump
www.arkteks.com

AR K T E K S
UNLIMITED, LTD

DATE OF ISSUE: 2/3/23
JOB NUMBER: YB4LITHD
DRAWN/CHECKED: TFM : SPK

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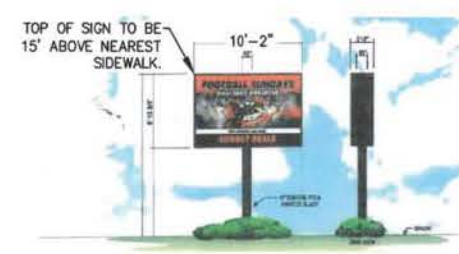
PROPOSED SITE & LANDSCAPE CHANGES PLAN - 1/20" = 1'-0"



AERIAL VIEW OF SITE



PHOTOS OF EXISTING EASTERN SITE CONDITIONS



PROPOSED SIGN





SIMILAR 48" HIGH GLASS RAILING SYSTEM

EXISTING RESTAURANT

EXISTING PARTY ROOM

EXISTING PAVER PATIO

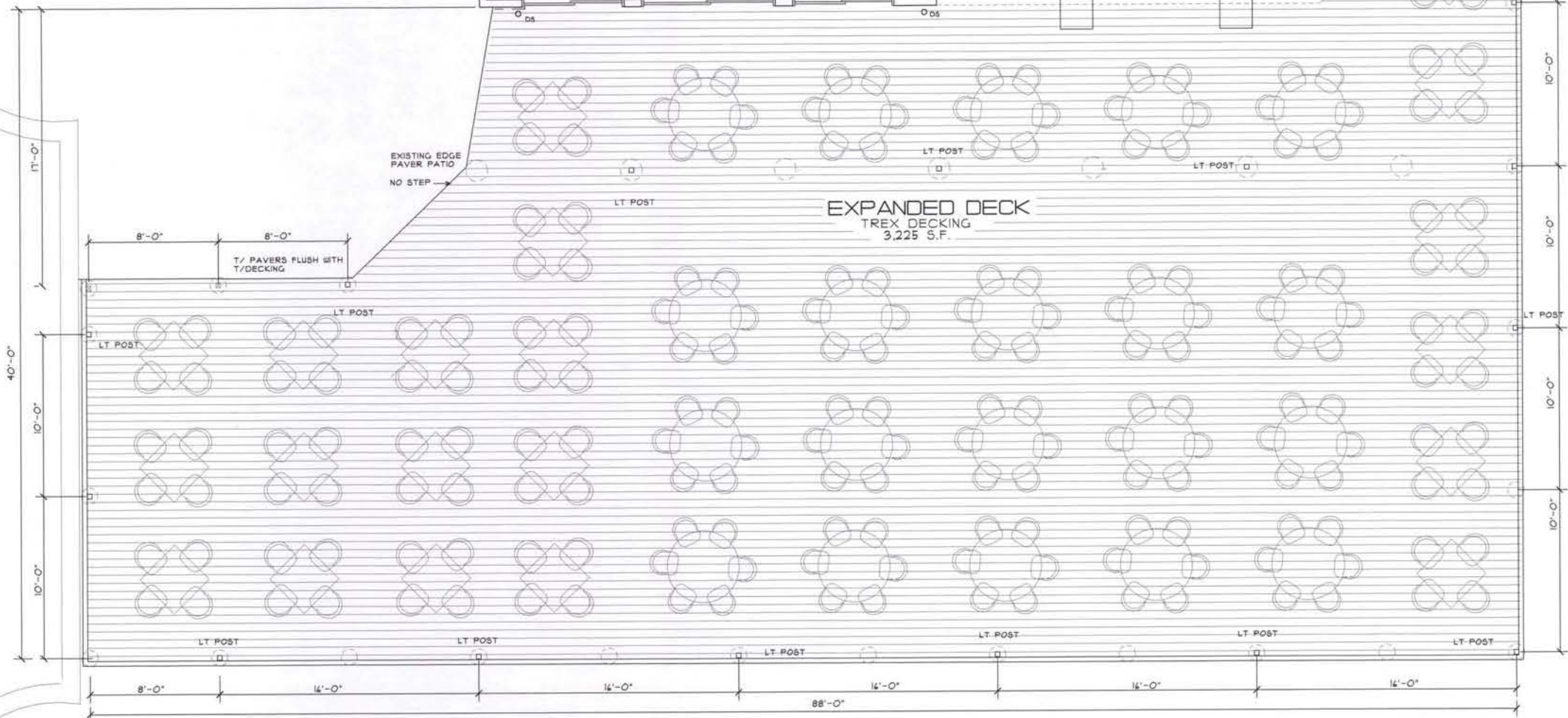
EXISTING PARTY ROOM

EXISTING DECK
810 S.F.

EXPANDED DECK
TREX DECKING
9,225 S.F.

EXISTING PARKING

34'-2 5/16" EXISTING DECK



PROPOSED DECK PLAN

SCALE 1/4" = 1'-0"



Ala Carte Entertainment 847-303-4400
PROPOSED DECK TO THE MORETTI'S RESTAURANT
 220 N. RANDALL ROAD
 LAKE IN THE HILLS, IL.



DATE	REVISION

email: arkteks@comcast.net
 voice: (224) 522-7322
 Stephen P. Klumpp
 www.arkteks.com

300 N. 11th St.
 Wheeling,
 Illinois
 60090

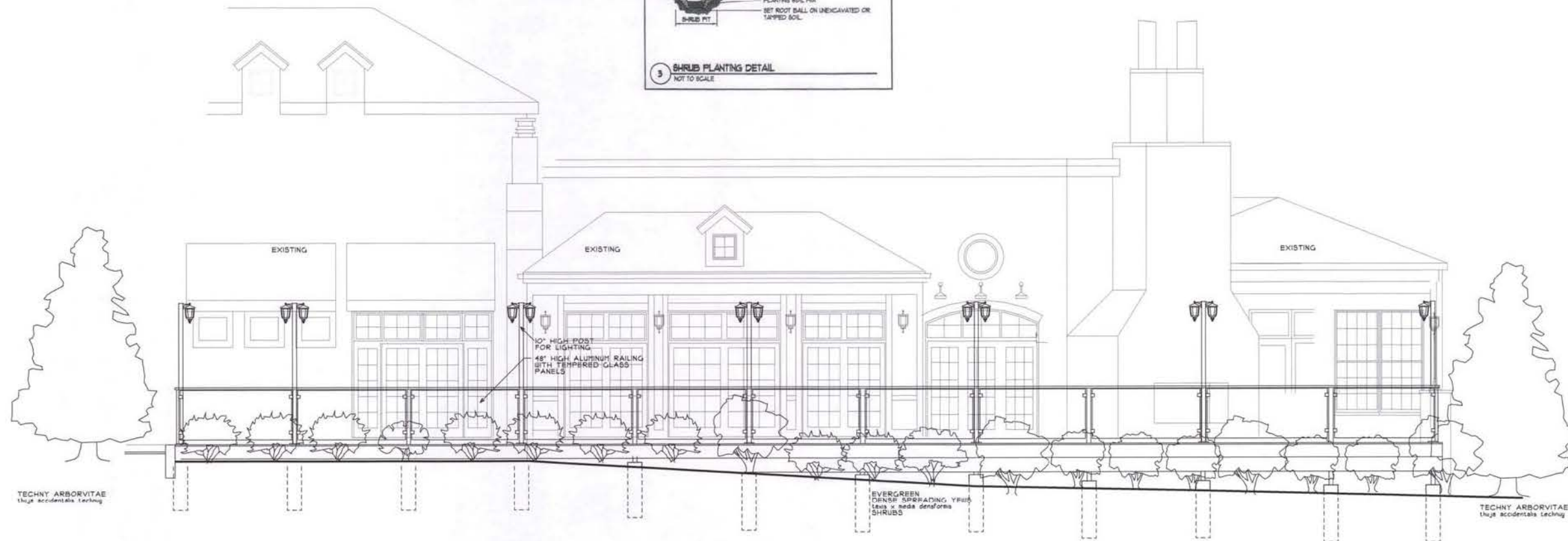
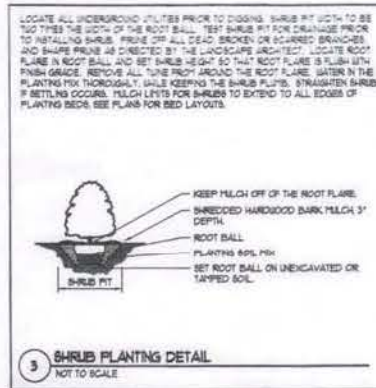
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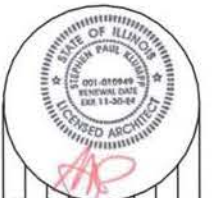
PHOTOS OF EXISTING CONDITIONS



EAST ELEVATION

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

Ala Carte Entertainment 847-303-4400
PROPOSED DECK TO THE MORETTI'S RESTAURANT
 220 N. RANDALL ROAD
 LAKE IN THE HILLS, IL.



DATE: REVISION: A

email: arkteks@comcast.net
 voice: (224) 522-1322
 Stephen P. Klumpp
 Illinois
 60090
 www.arkteks.com

AR K T E K S
 U N L I M I T E D , L P

300 N. 11th St.
 Wheeling,
 Illinois
 60090

DATE OF ISSUE: 2/3/23
 JOB NUMBER: YB4LITHD
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SPECIFICATIONS:

1. GENERAL INFORMATION:

- A. Contractors shall carry workman's liability and property damage insurance, and shall include in their bids all federal, state and local taxes.
- B. Contractors shall procure all local and state permits and must comply with all governing ordinances together with the local building codes. Owner shall reimburse permit fees to the contractors.
- C. Contractors shall verify all dimensions on the job and shall be responsible for same. Report any and all discrepancies and uncovered hidden conflicts or conditions to the architect before proceeding with work of any nature. Intended alignments with existing must be predetermined and accounted for.
- D. Each contractor shall remove all his own rubbish at once before it accumulates and shall leave premises broom clean upon completion of work.
- E. Contractors shall provide all necessary protection and adhere to safety precautions during the construction period. All work shall be installed in strict accordance with manufacturer's specifications and recommendations.

2. EXCAVATION AND BACKFILL:

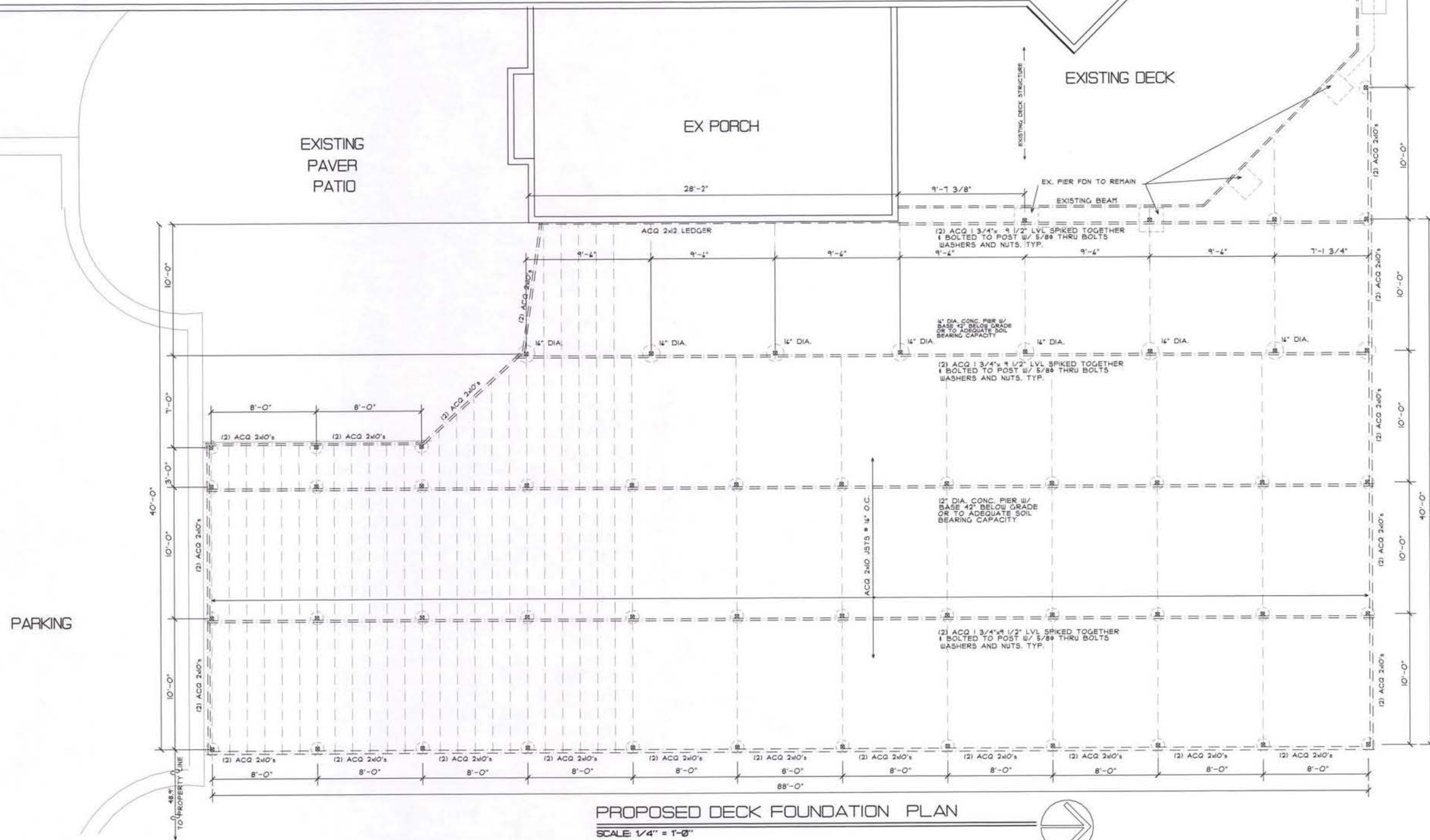
- A. Excavate as required to install all foundations and footings. Extend excavation a minimum of 6" into virgin or compacted soil, having the required bearing capacity. All soil and fill under slabs, under and around inside of foundation walls shall be compacted by approved methods in 8" layers so that the compacted soil has a density of 95% of the optimum when tested. Maintain minimum soil pressure of 3000# per sq.ft. under footings and foundation.
- B. Subsequent to final acceptance, redeposit clean topsoil in areas designated by the general contractor for earth sculptures.
- C. All fill and topsoil shall be removed under slabs and pavements. Excess topsoil material shall be used for landscaping. Excess excavation and spoils shall be hauled away.

3. CONCRETE:

- A. Concrete materials, aggregates and reinforcing shall conform to the latest edition of the A.C.I. code. Concrete shall have a minimum compressive strength of 3000 psi @ 28 days. Reinforcing shall have covering as follows: Concrete deposited against soil; 3"; concrete exposed to weather; 2"; concrete in other places; 1 1/2".
- B. Footings and foundations shall be poured on dry soil free from frost and shall be protected from frost.
- C. All interior concrete slabs to have trowel finish with a maximum tolerance of 1/4" in 8'-0". All exterior slabs shall have broom finish.
- D. Welded wire fabric, as shown on the plans, shall be placed 2" from top of concrete.
- G. Contractor shall take all precautions to protect the concrete from freezing during cold weather. No admixtures will be used without architect approval.

4. CARPENTRY:

- A. All lumber shall be kiln-dried having a moisture content of 15% maximum.
- O. Seal tight around all openings in exterior walls with insulating foam and caulk or approved equal.
- I. Header specifications: E=1,700,000 min. psi. Fb=1350 psi. min. (bearing walls) Fv=75 psi. min. (Hemlock-fir or equal)
- J. All headers ACQ (2) 2x10's unless otherwise noted and ACQ LVL'S unless otherwise noted.
- K. Joist specifications: E=1,400,000 min. psi. Fb=1150 psi. min. Fv= 75 psi. min. ttd. Hemlock-fir or equal



PROPOSED DECK FOUNDATION PLAN

SCALE 1/4" = 1'-0"

Ala Carte Entertainment 847-303-4400
PROPOSED DECK TO THE MORETTI'S RESTAURANT
 220 N. RANDALL ROAD
 LAKE IN THE HILLS, IL.



DATE	REVISION

email: arkteks@comcast.net
 voice: (224) 522-1322
 Stephen P. Klumpp
 www.arkteks.com

ARHITEKS UNLIMITED, LTD

300 N. 11th St.
 Wheeling,
 Illinois
 60090

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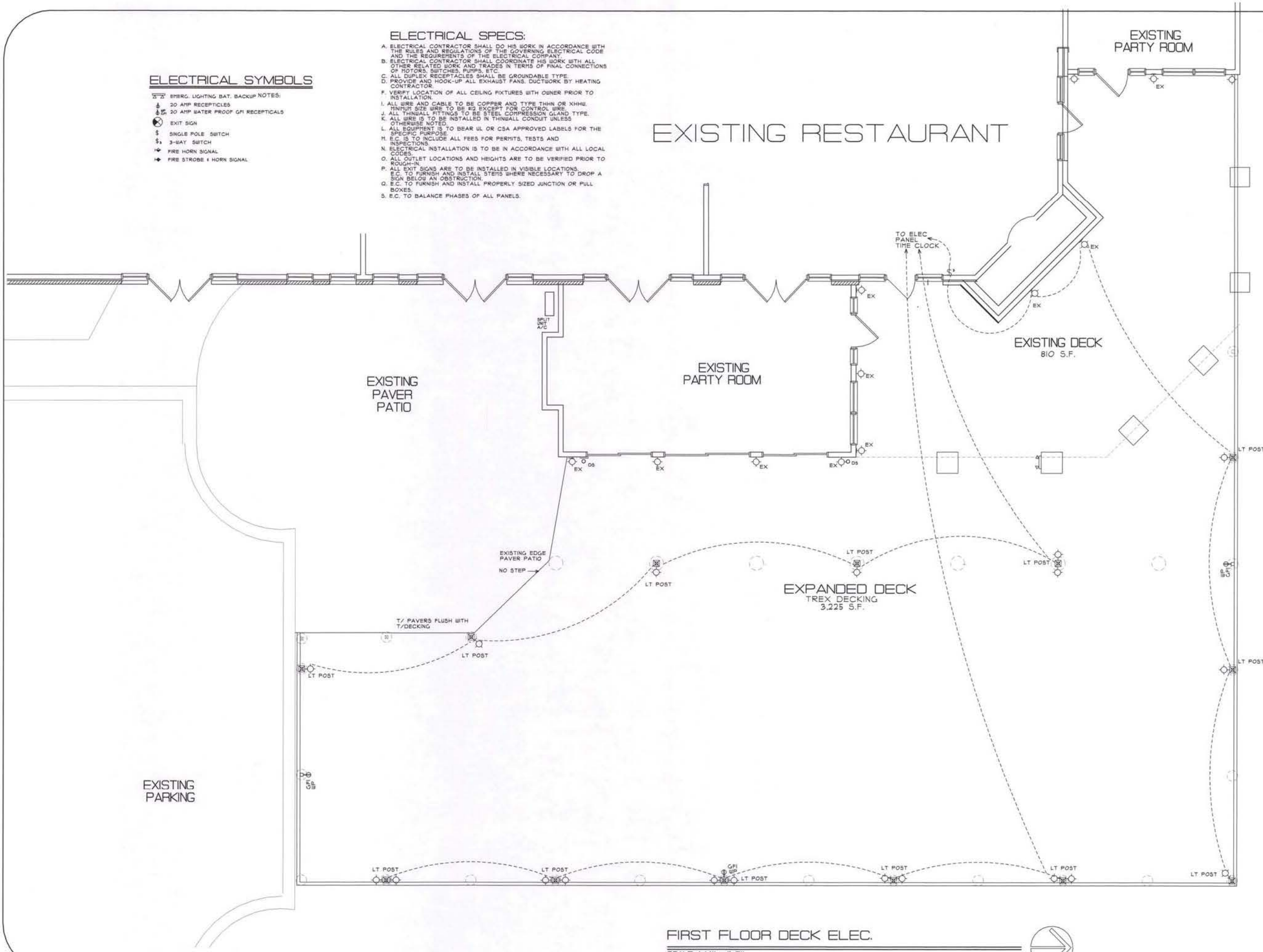
ELECTRICAL SYMBOLS

- EMERG. LIGHTING BAT. BACKUP NOTES:
 20 AMP RECEPTACLES
 20 AMP WATER PROOF GFI RECEPTACLES
 EXIT SIGN
 SINGLE POLE SWITCH
 3-WAY SWITCH
 FIRE HORN SIGNAL
 FIRE STROBE & HORN SIGNAL

ELECTRICAL SPECS:

- ELECTRICAL CONTRACTOR SHALL DO HIS WORK IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE GOVERNING ELECTRICAL CODE AND THE REQUIREMENTS OF THE ELECTRICAL COMPANY.
- ELECTRICAL CONTRACTOR SHALL COORDINATE HIS WORK WITH ALL OTHER RELATED WORK AND TRADES IN TERMS OF FINAL CONNECTIONS OF MOTORS, SWITCHES, PUMPS, ETC.
- ALL DUPLEX RECEPTACLES SHALL BE GROUNDABLE TYPE.
- PROVIDE AND HOOK-UP ALL EXHAUST FANS, DUCTWORK BY HEATING CONTRACTOR.
- VERIFY LOCATION OF ALL CEILING FIXTURES WITH OWNER PRIOR TO INSTALLATION.
- ALL WIRE AND CABLE TO BE COPPER AND TYPE THHN OR XHHW. MINIMUM SIZE WIRE TO BE #12 EXCEPT FOR CONTROL WIRE.
- ALL THINGALL FITTINGS TO BE STEEL COMPRESSION GLAND TYPE.
- ALL WIRE IS TO BE INSTALLED IN THINGALL CONDUIT UNLESS OTHERWISE NOTED.
- ALL EQUIPMENT IS TO BEAR UL OR CSA APPROVED LABELS FOR THE SPECIFIC PURPOSE.
- E.C. IS TO INCLUDE ALL FEES FOR PERMITS, TESTS AND INSPECTIONS.
- ELECTRICAL INSTALLATION IS TO BE IN ACCORDANCE WITH ALL LOCAL CODES.
- ALL OUTLET LOCATIONS AND HEIGHTS ARE TO BE VERIFIED PRIOR TO ROUGH-IN.
- ALL EXIT SIGNS ARE TO BE INSTALLED IN VISIBLE LOCATIONS. E.C. TO FURNISH AND INSTALL STEPS WHERE NECESSARY TO DROP A SIGN BELOW AN OBSTRUCTION.
- E.C. TO FURNISH AND INSTALL PROPERLY SIZED JUNCTION OR PULL BOXES.
- E.C. TO BALANCE PHASES OF ALL PANELS.

EXISTING RESTAURANT



FIRST FLOOR DECK ELEC.

SCALE 1/4" = 1'-0"



Ala Carte Entertainment 847-303-4400

PROPOSED DECK TO THE
 MORETTI'S RESTAURANT
 220 N. RANDALL ROAD
 LAKE IN THE HILLS, IL.



DATE	REVISION

300 N. 11th St.
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 60090

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DATE OF ISSUE:	2/3/23
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EXHIBIT C

UNCONDITIONAL AGREEMENT AND CONSENT

TO: The Village of Lake in the Hills, Illinois ("Village"):

WHEREAS, M & D Limited Partnership ("Owner") is the record title owner of that certain property in the Village commonly known as 220 N. Randall Road ("Property"); and

WHEREAS, Ordinance No. _____, adopted by the Village President and Board of Trustees on March 23, 2023 ("Ordinance"), grants a conditional use permit, a zoning variation, and a development plan amendment to Mark Hoffmann ("Applicant") for the development on, and use of, the Property for an approximately 3,225 square-foot deck to be used for an outdoor dining area accessory to the principal use; and

WHEREAS, Section 11 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 30 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

NOW, THEREFORE, the Owner and the Applicant do hereby agree and covenant as follows:

1. The Owner and the Applicant do hereby unconditionally agree to accept, consent to, and abide by each and all of the terms, conditions, limitations, restrictions, and provisions of the Ordinance.

2. The Owner and the Applicant acknowledge that public notices and hearings have been properly given and held with respect to the adoption of the Ordinance, have considered the possibility of the revocation provided for in the Ordinance, and agree not to challenge any such revocation on the grounds of any procedural infirmity or a denial of any procedural right.

3. The Owner and the Applicant acknowledge and agree that the Village is not and will not be, in any way, liable for any damages or injuries that may be sustained as a result of the Village's granting of conditional use permit, variation and development plan approval for the Property or its adoption of the Ordinance, and that the Village's approvals do not, and will not, in any way, be deemed

to insure the Owner or the Applicant against damage or injury of any kind and at any time.

4. The Owner and the Applicant do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of such parties in connection with the Village's adoption of the Ordinance granting conditional use permit, variation and development plan approval for the Property.

Dated: _____ 2023

ATTEST:

M & D LIMITED PARTNERSHIP

By: _____

By: _____

Its: _____

Its: _____

ATTEST:

MARK HOFFMANN

By: _____

By: _____

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: March 13, 2023

DEPARTMENT: Community Development

SUBJECT: Conditional Use, Variation and Development Plan for an Outdoor Deck at Moretti's Restaurant at 220 N. Randall Road

EXECUTIVE SUMMARY

General Information

- Requested Action:*
- Conditional Use Permit to allow an outdoor use accessory to a principal use.
 - Variation from Sections 18.2-2.C and 18.9 of the Zoning Code to eliminate the requirement to increase the number of parking spaces.
 - Development Plan
- Owner:* M & D Limited Partnership
- Applicant:* Mark Hoffmann, Moretti's
- Purpose:* To allow the construction of a new outdoor deck accessory to the existing Moretti's restaurant
- Location and Size:* 220 North Randall Road. Approximately 2.79 acres in area.
- Zoning and Land Use:*
- | | |
|------------------|---|
| Site: | B-2 Business – Neighborhood Convenience. Commercial |
| North: | B-3 Business – General. Commercial |
| East: | B-3 Business – General. Commercial |
| South: | B-3 Business – General. Commercial |
| West: | B-3 Business – General. Commercial |
| Future Land Use: | Commercial |

Background

Mark Hoffmann, owner of Moretti's restaurant, has submitted applications to the Village to allow for the construction of a new 3,225 square-foot deck on the front (east) side of the Moretti's restaurant

at 220 N. Randall Road. The deck is proposed to provide additional areas for outdoor dining by restaurant patrons.

The subject property is within the B-2 Neighborhood Convenience Business zoning district. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code, an “outdoor use accessory to a principal use” is allowed in the B-2 zoning district only with the approval of a conditional use. The applicant has requested approval of this conditional use.

Per Section 18.2-2.C of the Zoning Code, when a building undergoes any increase in the gross floor area or seating capacity then the parking facilities shall be increased accordingly to at least equal the minimum parking required. Per Section 18.9 of the Zoning Code, restaurants are required to provide one parking space for every 70 square feet. The proposed new deck would require an additional 46 parking spaces, for a total of 213 parking spaces. As shown on the submitted plan, the subject property includes only 152 parking spaces. Therefore, the applicant has also requested a variation from Sections 18.2-2.C and 18.9 of the Zoning Code to reduce the required number of parking spaces from 213 to 152.

In accordance with Section 25.5 of the Zoning Code, a Development Plan must be prepared and submitted for any Planned Development. On August 26, 1999 the Board of Trustees approved a development plan for the Govnor’s Public House restaurant on the subject property. On September 28, 2000 the Board of Trustees approved a first amendment to the development plan for Govnor’s Public House. On October 22, 2013 the Board of Trustees approved a second amendment to the development plan, this time for the Moretti’s restaurant. Therefore, in order to allow for changes in the site plan and landscaping to accommodate the proposed deck, the applicant has requested approval of a third amendment to the development plan for the subject property.

Analysis – Conditional Use

Per Section 24.6 of the Zoning Code, there are seven factors that shall be considered by the Planning and Zoning Commission regarding how they are relevant to the specific conditional use being requested. The applicant has indicated on their submitted application form how they believe these factors are met. Staff has provided a detailed analysis below of all factors for the request.

In the review of whether the proposed outdoor use is necessary or desirable to provide a service or facility which is in the interest of public convenience and will contribute to the general welfare, the submitted application form states that all other Moretti’s locations have areas for dining al fresco and that the proposed deck would allow the subject property to provide a similar service to the Lake in the Hills community. Staff notes that the subject property already includes small existing outdoor dining areas, and many of the fast-food restaurants in the Village along Randall Road also already provide small outdoor dining spaces. However, Moretti’s is the only large sit-down type of restaurant within the Village limits in the vicinity, and staff finds that allowing a larger outdoor dining area for this specific restaurant would provide a unique and desirable service for the public.

Next, staff has reviewed whether the proposed outdoor use will be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. The proposed deck will allow restaurant patrons to dine

outside in fresh air and sunshine during the warmer months, and staff finds that such a use will only improve health and general welfare. The deck is proposed to be set back 48.9 feet from the front property line along Randall Road, and about 40 feet away from the driveway along the north side of the property. Therefore, the deck will not be close to busy traffic lanes, and staff finds that the deck will not be detrimental to the health of persons using the deck.

Regarding how the outdoor deck might affect property value or improvements in the vicinity, staff has considered the amount of noise that might be generated. The restaurant already includes some existing outdoor dining areas, and staff is not aware of any noise complaints regarding those outdoor areas. The subject property is in the middle of a busy commercial area adjacent to a noisy highway, so staff finds that any increase in noise will likely blend in with the sounds of traffic. The nearest residential dwelling units are located over 900 feet away, and staff finds that the noise is not likely to have any effect on those residences. Because any increase in noise is not likely to be a nuisance, staff finds that the outdoor use will not be injurious to property values or improvements in the vicinity.

Third, staff has reviewed whether the establishment of the outdoor dining use will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The property is within the B-2 Neighborhood Convenience Business zoning district, and the surrounding properties in all directions are in the B-3 General Business zoning district. Staff finds that the proposed outdoor business use would not impede the development of other business uses on the adjacent properties. Further, surrounding properties to the north, south and east are already fully developed and occupied. The lot directly to the west includes a stormwater management basin and is owned by the applicant, and as such staff finds that it would be unaffected by the outdoor deck. Therefore, staff finds that the establishment of the proposed use will not impede the normal and orderly development and improvement of the surrounding property.

In the review of the extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents, staff notes that the future land use map calls for commercial development on the subject property and the proposed outdoor use is commercial. Further, one of the objectives in the Land Use and Development Policies chapter is to attract quality sit-down restaurants. Staff finds that the proposed outdoor deck will help to support an existing sit-down restaurant and allow the restaurant to continue to provide a quality dining experience in the Village.

Next, staff has considered the amount of traffic congestion or hazards, if any, that may occur as a result of the proposed conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. All pedestrian pathways, vehicular drives, and parking lots are already in place on the subject property and function well without any congestion or hazards. The outdoor dining area will increase the total number of tables and seats available at the restaurant, but staff finds that it will not result in traffic congestion. Specifically, staff finds that the outdoor deck will primarily be busy during days with nice weather and pleasant temperatures, and that typically the indoor restaurant spaces are not as busy during those times. The outdoor deck will be empty during inclement weather, and also on days when it is cold or excessively hot. Therefore, staff finds that the parking demand is likely to remain the same, as the indoor spaces will be busy at times when the outdoor deck is not, and the opposite is true as well. Therefore, staff finds that the proposed use will not result in additional traffic congestion or hazards.

In review of the extent that the conditional uses can be adequately served by essential public facilities and services and private utilities, staff notes that all utilities are already in place, and the outdoor dining area will not require any unusual additional utility services.

Finally, staff has examined whether the proposed use will comply with the regulations and conditions specified in the Zoning Code for such uses. Please see the section of this report below regarding a zoning variation regarding parking. Other than the parking variation, the deck complies with all setback requirements, and the plan includes evergreen landscaping around the base of the deck to soften the view of the structure.

Findings – Summary, Conditional Uses

Based on the analysis noted above, staff offers draft findings that support the approval of the requested conditional use. The Planning and Zoning Commission's decision must be consistent with the findings, otherwise the commissioners should deliberate new findings at the public hearing.

Findings – Detail, Conditional Uses

The commissioners shall arrive at findings relevant to the conditional use request. There are seven review factors listed in the Zoning Code that need to be addressed by the applicant. Below are the seven criteria and staff findings for each based on the application:

1. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community: *The requested conditional use on the property at 220 N. Randall Road is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community, in that it will provide a unique large outdoor dining area for the one large sit-down restaurant in the Village along Randall Road.*
2. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity: *The requested conditional use will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity, in that the proposed deck will improve health by allowing residents to dine in fresh air and sunlight, in that the deck will be well set back from busy traffic lanes, and in that any increase in outdoor noise will not create a nuisance.*
3. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district: *The requested conditional use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district in that the surrounding properties have a similar commercial zoning and are already developed.*

4. The Planning and Zoning Commission and the Board of Trustees shall consider the extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents: *The requested conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents in that the proposed use is commercial in nature and the Future Land Use Map calls for commercial development on the subject property, and in that the use will help sustain the objective of attracting quality sit-down restaurants.*
5. The Planning and Zoning Commission and the Board of Trustees shall consider the amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation: *The requested conditional use will not create traffic congestions or hazards in that all vehicular access drives and parking areas are existing and the parking demand will not increase, and in that the requested conditional use has access to adequate existing pedestrian facilities.*
6. The Planning and Zoning Commission and the Board of Trustees shall consider the extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities: *The requested conditional use can be adequately served by the existing public and private utilities that already serve the restaurant.*
7. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees: *The requested conditional use will comply with the applicable regulations for outdoor dining areas in the district, subject to the granting of a zoning variation regarding parking.*

Analysis - Zoning Variation

Per Section 18.2-2.C of the Zoning Code, when a building or structure undergoes any increase in the gross floor area, seating capacity, or other unit of measurement specified for the required parking spaces, and further, when said increase would result in a requirement for additional total parking spaces, then the parking facilities shall be increased accordingly, to at least equal the parking required for the building or structure as modified. Per Section 18.9 of the Zoning Code, restaurants are required to provide one parking space for every 70 square feet of gross floor area of the building or structure used or intended to be used for service to the public as customers or patrons. The existing building has a gross floor area of 10,789 square feet, and the structure includes an existing 918 square-foot exterior deck, for a total floor area of 11,707 square feet. Based on the standard of providing one parking space for every 70 square feet, a total of 167 parking spaces are required for the existing building and structures. The proposed new 3,225 square-foot deck would require an additional 46 parking spaces, for a total of 213 parking spaces. As shown on the submitted plan, the subject property includes only 152 parking spaces. Therefore, the applicant has requested a variation from Sections 18.2-2.C and 18.9 of the Zoning Code to reduce the required number of parking spaces from 213 to 152

Per Section 23.7 of the Zoning Code, there are three conditions and six supplemental standards that shall be considered by the Planning and Zoning Commission in determining whether to recommend approval of a variation. The applicant has indicated on their submitted application form how they believe these factors are met. Staff will provide a detailed analysis below of all factors for the request.

Staff has reviewed whether the subject property could yield a reasonable return if required to comply with the minimum parking requirements. As noted on the submitted application form, the existing business was severely negatively affected by the loss of business during the Covid-19 pandemic. Similar sit-down restaurants in other communities were able to survive the pandemic by installing new outdoor dining areas, and Moretti's needs a larger outdoor dining area in able to compete on equal footing with other similar restaurants. In order to comply with the parking requirements, the owner would need to construct 61 new parking spaces, which staff finds would be prohibitively expensive. Essentially, the owner needs the outdoor deck to increase his business back to the same level as competing businesses, but the requirement to install additional parking would negate those gains. Therefore, staff finds that the property would yield a reduced return without the granting of the requested variations.

Staff has reviewed whether the plight of the owner is due to unique circumstances. As noted on the submitted application form, the business lost part of their property and lost their main ground sign due to the recent widening of Randall Road. Staff finds that this is a unique circumstance that supports the variation request, in that the restaurants located along other roadways did not incur similar losses.

Staff has reviewed whether the variation, if granted, would alter the essential character of the locality. If the variation is approved, no new parking will be installed, so the visual character of the property will remain the same. As noted above, staff also finds that the outdoor deck will not create a need for additional parking because the inside restaurant seating areas will likely not be busy at times when the proposed outdoor deck is busy. Therefore, staff does not expect that Moretti's patrons will need to look for parking on adjacent properties, so the essential character of the surrounding properties will also remain the same.

In review of whether the physical surroundings, shape or topographical conditions of the specific property would bring a particular hardship upon the owner as distinguished from a mere inconvenience, staff has considered where additional parking spaces could be constructed. A total of 61 new parking spaces would be required to comply with Section 18.9 of the Zoning Code. Perhaps as many as 17 parking space could be constructed along the driveway on the north side of the building, but these spaces would be less than ideal because they would require vehicles to back out into traffic entering the site from Randall Road. The only other location on the subject property to install more parking is where the new deck is proposed. This would require the deck to be reduced in size, and would also make the deck less visually appealing for patrons as it would then be directly adjacent to new parking. Therefore, staff finds that the physical conditions of the property bring a hardship upon the owner.

The subject property is in the B-2 zoning district. All of the other properties in the Village within the B-2 district include strip malls or small individual neighborhood businesses. The subject property is the only one in the B-2 district with a large sit-down restaurant, and the only one located along Randall Road. Therefore, staff finds that the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification.

In review of whether the purpose of the variation is based exclusively upon a desire to make more money out of the property, the submitted application form states that the owner is making a

significant investment in an effort to allow an existing restaurant to stay in business and compete on an even playing field with competing restaurants. As noted above, staff finds that the proposed outdoor deck would not generate a demand for additional parking. Therefore, it is likely that the business would generate the same revenue with or without the construction of additional parking. Approval of the variation would allow the owner to avoid an unnecessary expense for construction of parking that would not be used, but staff finds that the owner would still make the same amount of money from the business.

Staff has reviewed whether the alleged difficulty or hardship has been created by any person presently having interest in the property. As noted above, the need for the new deck is based on changes in the way competing sit-down restaurants operate after the Covid-19 pandemic, so the associated code requirement for additional parking is also a result of the change in how restaurants operate. The recently completed construction work along Randall Road was also not created by the property owner.

Staff has reviewed whether the granting of the variation will be detrimental to the public welfare or injurious to other property in the neighborhood. As detailed above, staff finds that the proposed deck will not create a need for additional parking, and the granting of the variation will not result in Moretti's customers parking on other properties in the area. Therefore, the variation will not cause injury to other properties.

Finally, staff has reviewed whether the proposed variation will impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. No new parking is proposed to be constructed, so the supply of light and air will remain unchanged, and the danger of fire will not increase. Again, as there will not be a need for additional parking, the variation will not affect property values in the vicinity.

Findings - Summary, Zoning Variation

Based on the analysis noted above, staff offers draft findings that support the approval of the requested variation. The Planning and Zoning Commission's decision must be consistent with the findings, otherwise the commissioners should deliberate new findings at the public hearing.

Findings - Detail, Zoning Variation

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of the Zoning Code only if the evidence, in the judgement of the Village, sustains each of the following three conditions:

- A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located: *The property would yield a reduced return without the granting of the requested variation in that an outdoor deck is required to allow the business to yield a return that is similar to competing businesses, and in that the cost to install additional parking would offset any potential yield from the outdoor deck.*

- B. The plight of the owner is due to unique circumstances: *The plight of the owner is due to the unique circumstance in that the business lost part of their property and lost their main ground sign due to the recent widening of Randall Road.*
- C. The variation, if granted, will not alter the essential character of the locality: *The variation, if granted, would not alter the essential character of the locality, in that no new parking areas would be constructed, and there would be no need for additional parking in the vicinity.*

For the purpose of supplementing the above standards, the Village, in making its determination whether there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence that:

- D. The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out: *The physical conditions of the specific property would bring a hardship upon the owner if the strict letter of the regulation were to be carried out in that the areas available for new parking spaces are limited and are less than ideal.*
- E. The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification: *The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification, in that the subject property is B-2 zoning district, and it is the only property in the B-2 district with a large sit-down restaurant along Randall Road.*
- F. The purpose of the variation is not based exclusively upon a desire to make more money out of the property: *The purpose of the variation is not based exclusively upon a desire to make more money out of the property, but rather a desire to compete on an even playing field with competing restaurants and to avoid an unnecessary expense for construction of parking that would not be used.*
- G. The alleged difficulty or hardship has not been created by any person presently having interest in the property: *The alleged difficulty or hardship has not been created by any person presently having interest in the property in that sit-down restaurants have changed the way they operate after the Covid-19 pandemic, and in that the recently completed construction work along Randall Road was not initiated by the property owner.*
- H. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located: *The granting of the requested variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, in that the proposed outdoor deck will not generate a demand for additional parking on the subject property or neighboring properties.*
- I. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood: *The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood in that no new parking spaces would be constructed and there will not be a demand for additional parking.*

Analysis - Development Plan

The applicant has submitted a site plan with landscaping and submitted architectural plans to demonstrate the proposed design. In the existing condition, the site has a large grass lawn between Randall Road and the east side of the building. The deck is proposed to be installed in this unused grass area. The deck will extend out 40 feet from the existing building and will be 80 feet wide. The walking surface is proposed to be "Trex" artificial wood decking. The railing proposed around the perimeter of the deck includes tempered glass panels to allow full view into and out of the deck. Exterior lighting is provided on ten-foot-tall decorative lamp posts with light fixtures that match existing lights on the building. Finally, evergreen landscaping is proposed around the perimeter of the deck. Staff finds that the development plan complies with the intent and requirements of the Zoning Code. Compliance with the building code and stormwater management requirements would be reviewed and confirmed during the building permit process. Therefore, if the Planning and Zoning Commission recommends approval of the development plan, staff suggests that the recommendation include the condition that the deck must comply with all building code and stormwater management requirements.

ATTACHMENTS

1. Applications
2. Exhibits
3. Plans

RECOMMENDED ACTION

Staff recommends that the Planning and Zoning Commission (PZC) review, deliberate, and make the following motion:

A motion to recommend approval of the requested Conditional Use Permit to allow an outdoor use accessory to a principal use, approval of the requested variation from Sections 18.2-2.C and 18.9 of the Zoning Code to reduce the number of required parking spaces from 213 to 152, and approval of the requested development plan amendment, all to allow construction of a 3,225 square-foot outdoor deck on the property at 220 N. Randall Road, per the findings and with the one condition noted in the staff report dated March 13, 2023.

Staff recommends that the approvals noted above be subject to compliance with the following condition:

1. The deck must comply with all building code and stormwater management requirements.



FD 06 REC'D

Village of Lake in the Hills Development and Zoning Application

Date: Feb 6th 2023

Property Information

Common street address: 220 N Randall RD

PIN (Property Index Number): 1930276006

Current Zoning: B-2 Proposed Zoning: B-2

Current Use: Restaurant Proposed Use: same

Is the request consistent with the Comprehensive Plan? yes

Number of Acres: 2.06 If greater than 4 acres, 2 acres for government property or 5 acres for manufacturing zoned land, application shall be processed as a Planned Development as a Conditional Use. See definition of Planned Development and PD Section of Zoning Ordinance.

Legal description of the property (print or attach exhibit): _____

Property Owner Information

Name(s): M + D LIMITED PARTNERSHIP

Business/Firm Name (if applicable): 220 N. RANDALL ROAD INC

Address: 2330 HAMMOND DR SUITE G

City/State/Zip: SCHAUMBURG IL 60173

Phone Number: 847-303-4426

Email: jdiller@aceplaces.com

Applicant Information

Name(s): MARK HOFFMANN

Business/Firm Name (if applicable): MORFETTI'S 220 N. RANDALL ROAD INC

Address: 2330 HAMMOND DR SUITE G

City/State/Zip: SCHAUMBURG IL 60173

Phone Number: 847 456-6169 MARK 847-303-4426 JUDY

Email: MARK@aceplaces.com jdiller@aceplaces.com

Lake in the Hills Development and Zoning Application
Page 2

1	2	3	4	5	6
Request	Select Request with X	Required Fee ac = Acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter Amount per Column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use		\$500 + \$10/ac over 2 ac	I	Yes	510
Rezoning		\$500 + \$10/ac over 2 ac	J	Yes	
Text Amendment		\$500	K	Yes	
Variance – Residential		\$100	L	Yes	
Variance – Non-Residential		0-2 ac = \$250 Over 2 ac = \$500	L	Yes	500
Development Plan Review		\$500 + \$10/ac	M	No	520
Total Fees					\$1,540.-
Additional Fees					
Stormwater Permit Application Fee to be paid at time of permit issuance Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required (Attach Appendix B) = \$2,000 + \$100/acre for every acre over 5 acres					2,000.-


 Property Owner Signature Date 2/6/23

 Applicant Signature Date 2/6/23

If Owner/Applicant is a School District please, complete and submit Appendix N

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

SEP 6 2010

Appendix I
Conditional Use

Conditional Use Applying For: Outdoor Dining Accessory to Principal Use

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

all moretti's locations have a beautiful outdoor patio for dining alfresco. This Deck will give us the opportunity to serve the community in the summer with outdoor dining

2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

This in no way will be detrimental to health, safety, morals or general welfare of the community. it will only enhance the quality of life in L.I.T.H. by giving them a wonderful service in the summer

3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

This conditional use will only enhance the curb appeal of my property and attract more customers which will only help any surrounding properties.

Appendix I
Conditional Use

4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

This is definitely harmonious with the Village's plan to make H.I.T. a better place to work, live and play.

5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

This in no way affects traffic congestion or hazards

6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**

This in no way service of essential public facilities will not be affected

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

This deal will comply with all regulations and conditions specified in the Zoning Code.

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

Maul Hoffmann 2/6/23
Property Owner Signature Date

Maul Hoffmann 2/6/23
Applicant Signature Date

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

I am requesting the construction of a beautiful new Deck connected to Moretti's Restaurant. approx 3,000 to be used for outdoor dining and entertainment during the summer. I currently don't have a desirable outdoor dining option and it is detrimental to sales and competing with other restaurants in the summer. I need a parking variation to accommodate the deck. People like to sit outside during nice days in the summer instead of sitting inside.

FEB 06 RECD

PROPERTY ADDRESS/PIN 220 North Randall Road
19-30-276-006

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

I need the parking variation to
compete with other restaurants
during the summer

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

Covid drastically affected my business
over the last three years combined with
no sign and construction of Randall Rd

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

This will only improve the essential
character of my business

PROPERTY ADDRESS/PIN 220 N. Randall Road

19-36-276-006

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

This would impede my ability to compete locally with other restaurants during the summer

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

This would not be applicable generally to other property with the same zoning classification

6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

The purpose of this variation and investment in L.A.T.H. is in an effort to stay in business and compete on an even playing field with my competition

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

This hardship has not been created by any person having interest in the property



APPENDIX M Development Plan

FEB 6 8 REC'D

This appendix shall be signed and submitted with the following information along with the Development and Zoning Application and in accordance with Village Ordinances <http://www.lith.org/administration/page/municipal-code-zoning> and all other applicable requirements:

1. Plat of Survey
2. Current Deed to verify property ownership *Text Bill*
3. Development Plans that comply with the Zoning Ordinance and all other Village ordinances to include:
 - a. Existing Conditions Plan
 - b. Site Plan
 - c. Utility Plan
 - d. Grading Plan
 - e. Landscape Plan
 - f. Lighting Plan
 - g. Color Building Elevations
 - h. Sign Plan
 - i. Detail Page
4. Stormwater Application and associated reports, if applicable (Appendix C)
5. All documents and information necessary to comply with Village Ordinances.
6. Reimbursement of Fees Agreement (Appendix B, Exhibit A)

Submit 1 hard copy of each report and a PDF of each report.

Submit 1 Full Size (minimum 24" x 36") hard copy and a full size PDF of each required plan.

Mark Hoffman 2/6/23

Property Owner's Signature Date

Mark Hoffman 2/6/23

Applicant's Signature Date

FEEL FREE TO

Appendix I
Conditional Use

Conditional Use Applying For: Outdoor Dining Accessory to Principal Use

**Standards and Findings of Facts
Per Section 24.6 of the Zoning Ordinance**

Before recommending any Conditional Use, the Planning and Zoning Commission and the Board of Trustees shall consider the following factors and how they are relevant to the specific conditional use being requested.

- 1. That the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will it contribute to the general welfare of the neighborhood or community? **Explain how this standard is met.**

all moretti's locations have a beautiful outdoor patio for dining alfresco. This Deck will give us the opportunity to serve the community in the summer with outdoor dining

- 2. That the proposed use, under the circumstances of the particular case, will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity. **Explain how this standard is met.**

This in no way will be detrimental to health, safety, morals or general welfare of the community. it will only enhance the quality of life in L.I.T.H. by giving them a wonderful service in the summer

- 3. That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. **Explain how this standard is met.**

This conditional use will only enhance the curb appeal of my property and attract more customers which will only help any surrounding properties.

Appendix I
Conditional Use

4. The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents. **Explain how this standard is met.**

This is definitely harmonious with the Village's plan to make h.t.t. a better place to work, live and play.

5. The amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation. **Explain how this standard is met.**

This in no way affects traffic congestion or hazards

6. The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities. **Explain how this standard is met.**

This in no way service of essential public facilities, will not be affected

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

This will comply with all regulations and conditions specified in the Zoning Code.

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

Mark Hoffmann 2/6/23
Property Owner Signature Date

Mark Hoffmann 2/6/23
Applicant Signature Date

1. Please indicate the variation that is being sought, include section(s) and paragraph(s) of the Zoning Ordinance and any dimension(s) and a brief description of the proposed use, construction or development that prompted the request:

I am requesting the construction of a beautiful new Deck connected to Moretti's Restaurant. approx 3,000 to be used for outdoor dining and entertainment during the summer. I currently don't have a desirable outdoor dining option and it is detrimental to sales and competing with other restaurants in the summer. I need a parking variation to accommodate the deck. People like to sit outside during nice days in the summer instead of sitting inside.

FEB 03 REC'D

PROPERTY ADDRESS/PIN 220 North Randall Road
19-30-276-006

Standards and Findings of Facts for a Variance per Section 23.7 of the Zoning Ordinance

The Planning and Zoning Commission may recommend and the Board of Trustees shall permit a variation of the provisions of this Zoning Code, as authorized in this Section, only if the evidence, in the judgement of the Village sustains each of the following three conditions:

1. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located. **Explain how this standard is met.**

I need the parking variation to
compete with other restaurants
during the summer

2. The plight of the owner is due to unique circumstances. **Explain how this standard is met.**

COVID drastically affected my business
over the last three years combined with
NO sign and construction of Randall Rd

3. The variation, if granted, will not alter the essential character of the locality. **Explain how this standard is met.**

This will only improve the essential
character of my business

PROPERTY ADDRESS/PIN 220 N. Randall Road

19-36-276-006

For the purpose of supplementing the above standards, the Village, in making this determination whenever there are practical difficulties or particular hardship, also shall take into consideration the extent to which the following facts, favorable to the applicant, have been established by the evidence:

4. That the particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out. **Explain how this standard is met.**

This would impede my ability to compete locally with other restaurants during the summer

5. That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification. **Explain how this standard is met.**

This would not be applicable generally to other property with the same zoning classification

6. That the purpose of the variation is not based exclusively upon a desire to make more money out of the property. **Explain how this standard is met.**

The purpose of this variation and investment in L.A.T.H. is in an effort to stay in business and compete on an even playing field with my competition

7. That the alleged difficulty or hardship has not been created by any person presently having interest in the property. **Explain how this standard is met.**

This hardship has not been created by any person having interest in the property

Conditional Use, Variation, and Development Plan for an Outdoor Deck at Moretti's Restaurant at 220 N. Randall Road

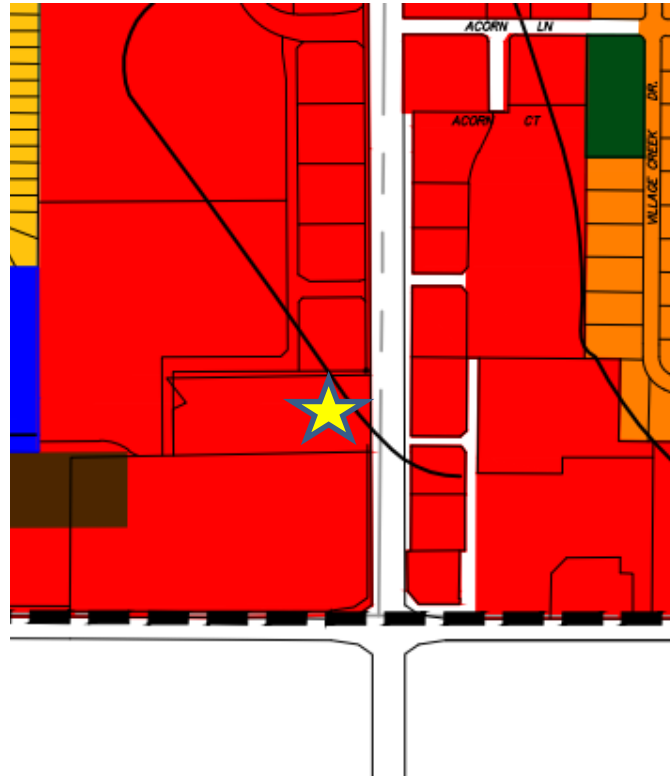


2. EXHIBITS

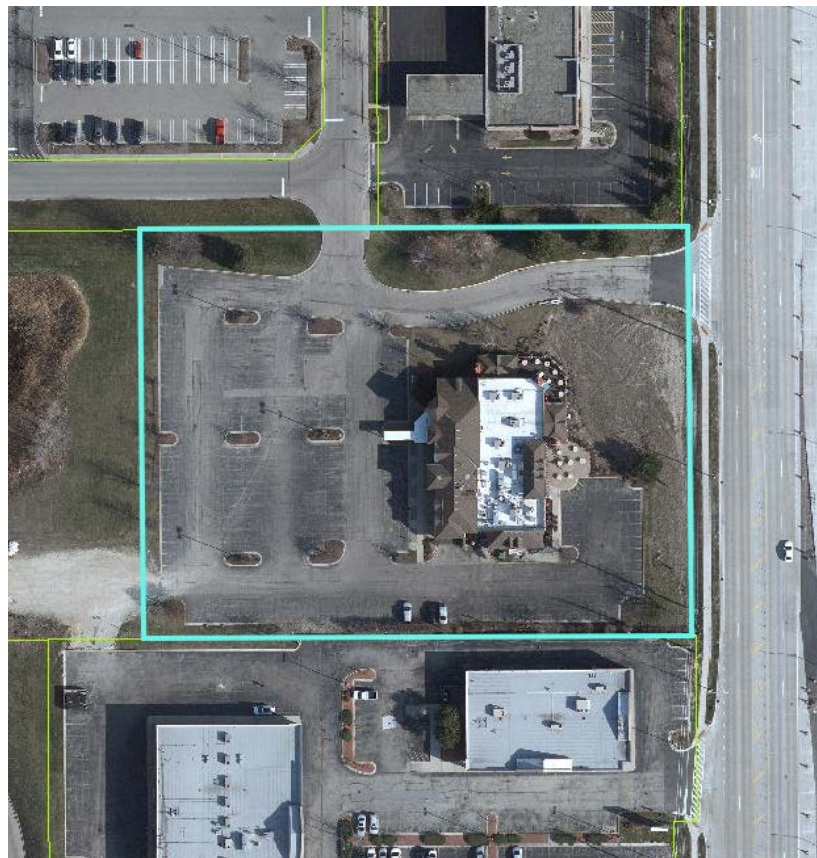
ZONING MAP



FUTURE LAND USE MAP



AERIAL PHOTO





REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Public Works

SUBJECT: Reject the Bid for the purchase of Two Half Ton Pickup Trucks

EXECUTIVE SUMMARY

Staff seeks Board approval to reject the sole bid from Bob Ridings for the purchase of two 2023 half ton pickup trucks.

The FY2023 budget had included \$97,140 for the purchase of two replacement $\frac{3}{4}$ ton pickup trucks. This budgeted amount included an escalation factor to account for the rising vehicle costs. With the new year, Staff explored the state bids, but found the costs to be \$60,498.00 per truck or \$120,996.00 for two, which was considerably higher than what had been budgeted. In an attempt to find alternative solutions to obtain replacements, the sizes of the vehicles were reduced to $\frac{1}{2}$ ton pickup trucks when the RFP was issued.

Since there was no longer an advantage to moving forward with the state bid, Staff released a Request for Proposal (RFP) for two half ton pickup trucks on February 10, 2023. The RFP invitation was sent to twenty-nine vendors, posted on the Village's website, and published in the *Northwest Herald*. Public Works received and opened one sealed proposal on March 3, 2023. Bob Ridings of Taylorville, IL was the lowest proposal at \$89,986.00 which is \$7,154.00 under the budgeted amount.

While the bid was under the budgeted amount, the two trucks did not include snow plows which is a significant piece of equipment required on the trucks to assist with snow and ice control operations. The estimated cost to outfit both trucks with snowplows would be an additional \$12,000.00, or \$6,000 per truck which would put them over the budgeted amount for the larger $\frac{3}{4}$ ton trucks with a plow.

Staff believes it is in the Village's best interest to reject the Bob Ridings bid for the two pickup trucks and attempt to rebid in 2024. Staff will continue to monitor the vehicle market in the hope that inflationary pressures ease and pricing may come more in line with that experienced in prior years.

FINANCIAL IMPACT

The 2023 Village Budget includes \$48,000.00 for the replacement of truck 76 in the Capital Improvement Fund and \$49,140.00 for the replacement of truck 87 in the Water Capital Fund. These costs are expected to be reassessed and included for consideration in the FY2024 budget.

The alternative would be to accept the bid at \$89,986 and invest an additional \$12,000 on the plows, bringing the cost to a total of \$101,986, which is \$4,846 over the budgeted amount for larger vehicles.

ATTACHMENTS

1. RFP Results

RECOMMENDED MOTION

Motion to reject the sole bid from Bob Ridings for the purchase of two 2023 half ton pickup trucks.

Lake in the Hills Public Works Department

MEMORANDUM

To: Ryan McDillon, Public Works Director
From: Guy Fehrman, Superintendent of Streets
Date: March 3, 2023
Subject: RFP Bid Results – Purchase Two Half Ton Pickup Trucks

The Request of Proposal (RFQ) bid opening for the Public Works Purchase of Two (2) Half Ton Pickup Trucks was held at the Village of Lake in the Hills Public Works Facility located at 9010 Haligus Road, Lake in the Hills, IL 60156 on March 3, 2023. One (1) sealed bid was received. No Vendors were attendance. Village staff in attendance were Guy Fehrman– Superintendent of Streets, Howard Rau – Lead Mechanic and Sunni Butler – Administrative Specialist I, acting as recorder. Guy Fehrman read the RFP bid amount as follows:

Company	Price per Truck	Extension
Bob Ridings Inc. 931 Springfield Rd. Taylorville, IL 62568	\$44,993.00	\$89,986.00

The RFP opening concluded at 9:04 A.M. The RFP submittal will be reviewed by Village staff and staff plan to make a recommendation to the Village Board of Trustees at an upcoming Village Board meeting.



REQUEST FOR BOARD ACTION

MEETING DATE: March 21, 2023

DEPARTMENT: Public Works

SUBJECT: Approval of a Funding Agreement, Engineering Services Agreement and two Resolutions for the Pingree Road Resurfacing Project

EXECUTIVE SUMMARY

Staff seeks Board approval of two Resolutions and a Funding Agreement related to resurfacing Pingree Road from Virginia Road to James R. Rakow Road.

In 2023, the Village plans to resurface a .83-mile section of Pingree Road it owns and maintains. In anticipation of this project, staff applied for Surface Transportation Program (STP) grant funding through the McHenry County Council of Mayors (MCCOM). On December 15, 2020 MCCOM notified staff it had approved the Village's STP grant funding request. As shown in the table below, the STP grant award will fund eighty percent (80%) of the construction and construction engineering costs, with the Village paying the remaining twenty percent (20%).

Phase	Total Cost (Est.)	STP Cost	Village Cost
Phase 1 & 2 Engineering (<i>paid in FY22</i>)	\$24,500	n/a	\$24,500
Phase 3 - Construction	\$245,440	\$196,352	\$49,088
Phase 4 - Construction Engineering	\$20,371	\$16,297	\$4,074
Total	\$291,311	\$212,649	\$77,662

Prior to receiving STP grant funding, the Village must pass a Resolution stating the required 20% local match will be available through the life of the project. The attached Resolution will satisfy the Village's MCCOM Resolution requirement.

In addition, in order to use MFT dollars, the Illinois Department of Transportation (IDOT) requires the Village Board appropriate funds by approving an IDOT Resolution. The IDOT Resolution in the amount of \$77,662 is included as an attachment to this document.

Finally, IDOT requires the Board approve a Funding Agreement to ensure the Village agrees to fund the Village's 20% STP grant match for phases 3 and 4, along with the Engineering Services Agreement. The IDOT Funding Agreement and Engineering Services Agreement are included as attachments to this document.

FINANCIAL IMPACT

The Village had previously budgeted and paid \$24,500 for the Phase 1 & 2 engineering in FY2022. The Village's FY2023 Motor Fuel Tax Fund Budget contains \$265,810.00 for this project, with offsetting revenue of approximately \$212,640.00. The difference is \$53,162, which reflects the Village's 20% share of the construction portion of this project. This brings the Village's financial contribution towards this project across the two-fiscal year to a total of \$77,662.

ATTACHMENTS

1. Resolution
2. IDOT Resolution
3. IDOT Engineering Services Agreement
4. IDOT Joint Funding Agreement
5. Project Area Map

RECOMMENDED MOTIONS

Motion to approve a Resolution stating the required 20% local match for the Pingree Road Resurfacing Project will be available through the life of the project

Motion to approve an IDOT Resolution, Funding Agreement and Engineering Service Agreement for the Pingree Road Resurfacing Project

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2023-_____

A Resolution Approving the Local Match for the Pingree Road Resurfacing project through the McHenry County Council of Mayors Surface Transportation Program

WHEREAS, the Village of Lake in the Hills is a member of the McHenry County Council of Mayors; and

WHEREAS, the McHenry County Council of Mayors has adopted policies for the implementation of the Surface Transportation Program (STP) of the moving ahead for progress in the 21st Century (MAP-21) Act, and

WHEREAS, those policies require that to receive STP funding through the Council of Mayors, a project sponsor must submit a STP project application and a resolution stating that the required local 20 percent match for that project will be available through the life of the project.

NOW, THEREFORE, BE IT RESOLVED that the Village of Lake in the Hills applies for STP funding for the Pingree Road Resurfacing Project for roadway improvements.

BE IF FURTHER RESOLVED that the Village of Lake in the Hills hereby agrees that it will allocate the required 20 percent local match for the Pingree Road Resurfacing Project so long as the project is programmed in the McHenry County Council of Mayors' Five Year Program.

Passed this 23rd day of March, 2023 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 23rd DAY OF March, 2023

Village President, Ray Bogdanowski

(Seal)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:



Is this project a bondable capital improvement?

Yes No

Resolution Type	Resolution Number	Section Number
Original		22-00041-00-RS

BE IT RESOLVED, by the President and Board of Trustees of the Village of Lake in the Hills Illinois that the following described street(s)/road(s)/structure be improved under the Illinois Highway Code. Work shall be done by Contract.

Lake in the Hills Name of Local Public Agency
Governing Body Type
Local Public Agency Type
Contract or Day Labor

For Roadway/Street Improvements:

Name of Street(s)/Road(s)	Length (miles)	Route	From	To
Pingree Road	0.83	0126	Virgina Road (CH 33)	James Rakow Road (CH 45)

For Structures:

Name of Street(s)/Road(s)	Existing Structure No.	Route	Location	Feature Crossed

BE IT FURTHER RESOLVED,

1. That the proposed improvement shall consist of

Mill and overlay, patching, aggregate shoulder repair and new pavement marking.

2. That there is hereby appropriated the sum of Seventy Seven Thousand, Six Hundred, Sixty Two Dollars (\$77,662.00) for the improvement of said section from the Local Public Agency's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified originals of this resolution to the district office of the Department of Transportation.

I, Shannon DuBeau Village Clerk in and for said Village

Lake in the Hills in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete original of a resolution adopted by

President and Board of Trustees of Lake in the Hills at a meeting held on _____

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal this _____ day of _____

(SEAL, if required by the LPA)

Clerk Signature & Date

Approved
Regional Engineer Signature & Date
Department of Transportation

Instructions for BLR 09110 - Page 1 of 2

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a Local Public Agency (LPA) wants to construct an improvement using Motor Fuel Tax(MFT) funds. Refer to Chapter 9 of the Bureau of Local Roads and Streets Manual (BLRS Manual) for more detailed information. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS Manual.

When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Is this project a bondable capital improvement?

Check Yes if the project was a bondable capital improvement, check no if it is not. An example of a bondable capital project may include, but is not limited to: project development, design, land acquisition, demolition when done in preparation for additional bondable construction, construction engineering, reconstruction of a roadway, designed overlay extension or new construction of roads, bridges, ramps, overpasses and underpasses, bridge replacement and/or major bridge rehabilitation. Permanent ADA sidewalk/ramp improvements and seeding/sodding are eligible expenditures if part of a larger capital bondable project. A bondable capital improvement project does not mean the LPA was required to sell bonds to fund the project, however the project did meet the criteria to be bondable.

Resolution Number

Enter the resolution number as assigned by the LPA, if applicable.

Resolution Type

From the drop down box choose the type of resolution:

- Original would be used when passing a resolution for the first time for this project.
- Supplemental would be used when passing a resolution increasing appropriation above previously passed resolutions.
- Amended would be used when a previously passed resolution is being amended.

Section Number

Insert the section number of the improvement the resolution covers.

Governing Body Type

From the drop down box choose the type of administrative body. Choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town.

LPA Type

From the drop down box choose the LPA body type. Types to choose from are: County, City, Town or Village.

Name of LPA

Insert the name of the LPA.

Contract or Day Labor

From the drop down choose either Contract or Day Labor.

Roadway/Street Improvements:

Name Street/Road

Insert the name of the Street/Road to be improved. For additional locations use the Add button.

Length

Insert the length of this segment of roadway being improved in miles.

Route

Insert the Route Number of the road/street to be improved if applicable.

From

Insert the beginning point of the improvement as it relates to the Street/Road listed to the left.

To

Insert the ending point of the improvement as it relates to the Street/Road listed to the left.

Structures:

Name Street/Road

Insert the name of the Street/Road on which the structure is located. For additional locations use the Add button.

Existing Structure No.

Insert the existing structure number this resolution covers, if no current structure insert n/a.

Route

Insert the Route number on which the structure is located.

Location

Insert the location of the structure.

Feature Crossed

Insert the feature the structure crosses.

1

Insert a description of the major items of work of the proposed improvement.

2

Insert the dollar value of the resolution for the proposed improvement to be paid for with MFT funds in words followed by in the same amount in numerical format in the ().

Instructions for BLR 09110 - Page 2 of 2

Name of Clerk	Insert the name of the LPA clerk.
LPA Type	Insert the type of clerk based on the LPA type. Types to choose from are: County, City, Town or Village.
Name of LPA	Insert the name of the LPA.
Governing Body Type	Insert the type of administrative body. choose Board for County; Council for a City or Town; President and Board of Trustees for a Village or Town
Name of LPA	Insert the name of the LPA.
Date	Insert the date of the meeting.
Day	Insert the day Clerk is signing the document.
Month, Year	Insert the month and year of the Clerk's signature.
Seal	The Clerk shall seal the document here, if required. If a seal is required, electronic signatures should not be used.
Clerk Signature	Clerk shall sign here.
Approved	The Department of Transportation shall sign and date here once approved.

A minimum of three (3) certified signed originals must be submitted to the Regional Engineer's District office OR email PDF completed form with electronic signatures to your local District LRS office.

Following IDOT's approval, distribution will be as follows:

- Local Public Agency Clerk
- Engineer (Municipal, Consultant or County)
- District



Local Public Agency Engineering Services Agreement

Using Federal Funds? Yes No

Agreement For: Agreement Type:

LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number	Job Number
Lake in the Hills	McHenry	22-00041-00-RS	C-91-002-23
Project Number	Contact Name	Phone Number	Email
GLWV(725)	Guy Fehrman	(847) 960-7507	lfehrman@lith.org

SECTION PROVISIONS

Local Street/Road Name	Key Route	Length	Structure Number
Pingree Road	0126	0.83	N/A
Location Termini			<input type="button" value="Add Location"/>
Virginia Road (County Highway 33) to James Rakow Road (County Highway 45)			<input type="button" value="Remove Location"/>

Project Description
 Pingree Road is a rural cross section two-lane roadway with aggregate shoulders. Project improvements include mill and overlay of the existing pavement, pavement patching identified after milling and aggregate shoulder improvements.

Engineering Funding Federal MFT/TBP State Other

Anticipated Construction Funding Federal MFT/TBP State Other

AGREEMENT FOR

Phase III - Construction Engineering

CONSULTANT

Prime Consultant (Firm) Name	Contact Name	Phone Number	Email
Chastain & Associates LLC	Steve Frerichs	(847) 287-6732	sfrerichs@chastainengineers.com
Address	City	State	Zip Code
120 West Center Court	Schaumburg	IL	60195

THIS AGREEMENT IS MADE between the above Local Public Agency (LPA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the improvement of the above SECTION. Project funding allotted to the LPA by the State of Illinois under the general supervision of the State Department of Transportation, hereinafter called the "DEPARTMENT," will be used entirely or in part to finance ENGINEERING services as described under AGREEMENT PROVISIONS.

Since the services contemplated under the AGREEMENT are professional in nature, it is understood that the ENGINEER, acting as an individual, partnership, firm or legal entity, qualifies for professional status and will be governed by professional ethics in its relationship to the LPA and the DEPARTMENT. The LPA acknowledges the professional and ethical status of the ENGINEER by entering into an AGREEMENT on the basis of its qualifications and experience and determining its compensation by mutually satisfactory negotiations.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

- Regional Engineer: Deputy Director, Office of Highways Project Implementation, Regional Engineer, Department of Transportation
- Resident Construction Supervisor: Authorized representative of the LPA in immediate charge of the engineering details of the construction PROJECT
- In Responsible Charge Contractor: A full time LPA employee authorized to administer inherently governmental PROJECT activities Company or Companies to which the construction contract was awarded

AGREEMENT EXHIBITS

The following EXHIBITS are attached hereto and made a part of hereof this AGREEMENT:

- EXHIBIT A: Scope of Services
- EXHIBIT B: Project Schedule
- EXHIBIT C: Qualification Based Selection (QBS) Checklist
- EXHIBIT D: Cost Estimate of Consultant Services (CECS) Worksheet (BLR 05513 or BLR 05514)
- Exhibit E: CECS (Rubino) _____
- _____
- _____

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the Scope of Services presented in EXHIBIT A for the LPA in connection with the proposed improvements herein before described.
2. The Classifications of the employees used in the work shall be consistent with the employee classifications and estimated staff hours. If higher-salaried personnel of the firm, including the Principal Engineer, perform services that are to be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the payroll rate for the work performed.
3. That the ENGINEER shall be responsible for the accuracy of the work and shall promptly make necessary revisions or corrections required as a result of the ENGINEER'S error, omissions or negligent acts without additional compensation. Acceptance of work by the LPA or DEPARTMENT will not relieve the ENGINEER of the responsibility to make subsequent correction of any such errors or omissions or the responsibility for clarifying ambiguities.
4. That the ENGINEER will comply with applicable Federal laws and regulations, State of Illinois Statutes, and the local laws or ordinances of the LPA.
5. To pay its subconsultants for satisfactory performance no later than 30 days from receipt of each payment from the LPA.
6. To invoice the LPA for Preliminary and/or Design Engineering: The ENGINEER shall submit all invoices to the LPA within three months of the completion of the work called for in the AGREEMENT or any subsequent Amendment or Supplement.
7. To submit a completed BLR 05613, Engineering Payment Report, to the DEPARTMENT within three months of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement. The form shall be submitted with the final invoice.
8. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of US Department of Transportation (US DOT) assisted contract. Failure by the Engineer to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination of this AGREEMENT or such other remedy as the LPA deems appropriate.
9. That none of the services to be furnished by the ENGINEER shall be sublet assigned or transferred to any other party or parties without written consent of the LPA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.
10. For Construction Engineering Contracts:
 - (a) The ENGINEER shall be prequalified with the STATE in Construction Inspection. All employees of the ENGINEER serving as the onsite resident construction supervisor or providing construction inspection shall have a valid Documentation of Contract Quantities certification.
 - (b) For all projects where testing is required, the ENGINEER shall obtain samples according to the STATE Bureau of Materials. "Manual of Test Procedures for Materials," submit STATE Bureau of Materials inspection reports; and verify compliance with contract specifications.
11. That the engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with this AGREEMENT (See DIRECT COST tab in BLR 05513 or BLR 05514).

II. THE LPA AGREES,

1. To certify by execution of this AGREEMENT that the selection of the ENGINEER was performed in accordance with the following:
 - (a) Professional Services Selection Act (50 ILCS 510), The Brooks Act (40 USC 11), and the Procurement, Management, and Administration of Engineering, and Design Related Services (23 CFR part 172). Exhibit C is required to be completed with this AGREEMENT.
2. To furnish the ENGINEER all presently available survey data, plans, specifications, and project information.
3. For Construction Engineering Contracts:
 - (a) To furnish a full time LPA employee to be In Responsible Charge authorized to administer inherently governmental PROJECT activities.
 - (b) To submit approved forms BC 775 and BC 776 to the DEPARTMENT when federal funds are utilized.
4. To pay the ENGINEER:

- (a) For progressive payments - Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LPA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.
- (b) Final Payment - Upon approval of the work by the LPA but not later than 60 days after the work is completed and reports have been made and accepted by LPA and DEPARTMENT, a sum of money equal to the basic fee as determined in this AGREEMENT less the total of the amount of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

5. To pay the ENGINEER as compensation for all services rendered in accordance with the AGREEMENT on the basis of the following compensation method as discussed in 5-5.10 of the BLR Manual.

Method of Compensation:

Lump Sum

Specific Rate

Cost plus Fixed Fee: Fixed

Total Compensation = DL + DC + OH + FF

Where:

DL is the total Direct Labor,

DC is the total Direct Cost,

OH is the firm's overhead rate applied to their DL and

FF is the Fixed Fee.

Where FF = (0.33 + R) DL + %SubDL, where R is the advertised Complexity Factor and %SubDL is 10% profit allowed on the direct labor of the subconsultants.

The Fixed Fee cannot exceed 15% of the DL + OH.

Field Office Overhead Rates: Field rates must be used for construction engineering projects expected to exceed one year in duration or if the construction engineering contract exceeds \$1,000,000 for any project duration.

6. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any US DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of US DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR part 26 and as approved by US DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this AGREEMENT. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.).

III. IT IS MUTUALLY AGREED,

1. No work shall be commenced by the ENGINEER prior to issuance by the IDOT of a written Notice to Proceed.
2. To maintain, for a minimum of 3 years after the completion of the contract, adequate books, records and supporting documents to verify the amount, recipients and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records and supporting documents related to the contract shall be available for review and audit by the Auditor General, and the DEPARTMENT, the Federal Highways Administration (FHWA) or any authorized representative of the federal government, and to provide full access to all relevant materials. Failure to maintain the books, records and supporting documents required by this section shall establish a presumption in favor of the DEPARTMENT for the recovery of any funds paid by the DEPARTMENT under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
3. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and save harmless the LPA, the DEPARTMENT, and their officers, agents, and employees from all suits, claims, actions or damage liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
The LPA will notify the ENGINEER of any error or omission believed by the LPA to be caused by the negligence of the ENGINEER as soon as practicable after the discovery. The LPA reserves the right to take immediate action to remedy any error or omission if notification is not successful; if the ENGINEER fails to reply to a notification; or if the conditions created by the error or omission are in need of urgent correction to avoid accumulation of additional construction costs or damages to property and reasonable notice is not practicable.
4. This AGREEMENT may be terminated by the LPA upon giving notice in writing to the ENGINEER at the ENGINEER's last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LPA all drawings, plats, surveys, reports, permits, agreements, soils and foundation analysis, provisions, specifications, partial and completed estimates and data, if any from soil survey and subsurface investigation with the understanding that all such material becomes the property of the LPA. The LPA will be responsible for reimbursement of all eligible expenses incurred under the terms of this AGREEMENT up to the date of the written notice of termination.

5. In the event that the DEPARTMENT stops payment to the LPA, the LPA may suspend work on the project. If this agreement is suspended by the LPA for more than thirty (30) calendar days, consecutive or in aggregate, over the term of this AGREEMENT, the ENGINEER shall be compensated for all services performed and reimbursable expenses incurred as a result of the suspension and resumption of its services, and the ENGINEER's schedule and fees for the remainder of the project shall be equitably adjusted.
6. This AGREEMENT shall continue as an open contract and the obligations created herein shall remain in full force and effect until the completion of construction of any phase of professional services performed by others based upon the service provided herein. All obligations of the ENGINEER accepted under this AGREEMENT shall cease if construction or subsequent professional services are not commenced within 5 years after final payment by the LPA.
7. That the ENGINEER shall be responsible for any and all damages to property or persons arising out of an error, omission and/or negligent act in the prosecution of the ENGINEER's work and shall indemnify and have harmless the LPA, the DEPARTMENT, and their officers, employees from all suits, claims, actions or damages liabilities, costs or damages of any nature whatsoever resulting there from. These indemnities shall not be limited by the listing of any insurance policy.
8. The ENGINEER and LPA certify that their respective firm or agency:
 - (a) has not employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for the LPA or the ENGINEER) to solicit or secure this AGREEMENT,
 - (b) has not agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or
 - (c) has not paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for the LPA or the ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT.
 - (d) that neither the ENGINEER nor the LPA is/are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency,
 - (e) has not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property,
 - (f) are not presently indicated for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) and
 - (g) has not within a three-year period preceding this AGREEMENT had one or more public transaction (Federal, State or local) terminated for cause or default.

Where the ENGINEER or LPA is unable to certify to any of the above statements in this certification, an explanation shall be attached to this AGREEMENT.

9. In the event of delays due to unforeseeable causes beyond the control of and without fault or negligence of the ENGINEER no claim for damages shall be made by either party. Termination of the AGREEMENT or adjustment of the fee for the remaining services may be requested by either party if the overall delay from the unforeseen causes prevents completion of the work within six months after the specified completion date. Examples of unforeseen causes include but are not limited to: acts of God or a public enemy; act of the LPA, DEPARTMENT, or other approving party not resulting from the ENGINEER's unacceptable services; fire; strikes; and floods.

If delays occur due to any cause preventing compliance with the PROJECT SCHEDULE, the ENGINEER shall apply in writing to the LPA for an extension of time. If approved, the PROJECT SCHEDULE shall be revised accordingly.

10. This certification is required by the Drug Free Workplace Act (30 ILCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the DEPARTMENT unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to suspension of contract on grant payments, termination of a contract or grant and debarment of the contracting or grant opportunities with the DEPARTMENT for at least one (1) year but not more than (5) years.

For the purpose of this certification, "grantee" or "Contractor" means a corporation, partnership or an entity with twenty-five (25) or more employees at the time of issuing the grant or a department, division or other unit thereof, directly responsible for the specific performance under contract or grant of \$5,000 or more from the DEPARTMENT, as defined the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

- (a) Publishing a statement:
 - (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
 - (2) Specifying actions that will be taken against employees for violations of such prohibition.
 - (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
 - (a) abide by the terms of the statement; and
 - (b) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than (5) days after such conviction.
- (b) Establishing a drug free awareness program to inform employees about:

- (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's or contractor's policy to maintain a drug free workplace;
 - (3) Any available drug counseling, rehabilitation and employee assistance program; and
 - (4) The penalties that may be imposed upon an employee for drug violations.
- (c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.
 - (d) Notifying the contracting, or granting agency within ten (10) days after receiving notice under part (b) of paragraph (3) of subsection (a) above from an employee or otherwise, receiving actual notice of such conviction.
 - (e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program.
 - (f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act, the ENGINEER, LPA and the Department agree to meet the PROJECT SCHEDULE outlined in EXHIBIT B. Time is of the essence on this project and the ENGINEER's ability to meet the PROJECT SCHEDULE will be a factor in the LPA selecting the ENGINEER for future project. The ENGINEER will submit progress reports with each invoice showing work that was completed during the last reporting period and work they expect to accomplish during the following period.

- 11. Due to the physical location of the project, certain work classifications may be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.).
- 12. For Construction Engineering Contracts:
 - (a) That all services are to be furnished as required by construction progress and as determined by the LPA employee In Responsible Charge. The ENGINEER shall complete all services herein within a time considered reasonable to the LPA, after the CONTRACTOR has completed the construction contract.
 - (b) That all field notes, test records and reports shall be turned over to and become the property of the LPA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER's possession and any such loss or damage shall be restored at the ENGINEER's expense.
 - (c) That any difference between the ENGINEER and the LPA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LPA, and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
 - (d) That in the event that engineering and inspection services to be furnished and performed by the LPA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent employed on such work at the expense of the LPA.
 - (e) Inspection of all materials when inspection is not provided by the sources by the STATE Central Bureau of Materials, and submit inspection reports to the LPA and STATE in accordance with the STATE Central Bureau of Materials "Project Procedures Guide" and the policies of the STATE.

AGREEMENT SUMMARY

Prime Consultant (Firm) Name	TIN/FEIN/SS Number	Agreement Amount
Chastain & Associates LLC	37-0714576	\$17,084.00

Subconsultants	TIN/FEIN/SS Number	Agreement Amount
Rubino Engineering, LLC	80-0450719	\$3,244.00
Subconsultant Total		\$3,244.00
Prime Consultant Total		\$17,084.00
Total for all work		\$20,328.00

AGREEMENT SIGNATURES

Attest: The Local Public Agency Type of Local Public Agency

By (Signature & Date)

By (Signature & Date)

Local Public Agency Local Public Agency Type Clerk

Title

(SEAL)

Executed by the ENGINEER:

Prime Consultant (Firm) Name
Attest:

By (Signature & Date)

By (Signature & Date)

Title

Title

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	22-00041-00-RS

**EXHIBIT A
SCOPE OF SERVICES**

To perform or be responsible for the performance of the engineering services for the LPA, in connection with the PROJECT herein before described and enumerated below

Chastain & Associates scope of services for the Pingree Road Phase III project shall include the items as noted below.

- Attend Pre-Construction Meeting with LPA, IDOT, Contractor and impacted parties.
- Establish project survey control for Contractors use in field layout of improvements.
- Conduct inspections during periods of Contractor activity and document daily activity following IDOT documentation policies using the CMMS project documentation system.
- Document, measure and coordinate project quantities.
- Prepare and process pay estimates.
- Verify and document material certifications and quality.
- Coordinate Material QA services with Subconsultant Rubino Engineering.
- Assist Village in coordination of project documentation with IDOT and Contractor.
- Prepare final project documentation and coordinate project close out with IDOT coordinating project audits and document review.

Services to be provided by Rubino Engineering Inc. shall cover Material QA.

- Rubino shall coordinate material inspection and testing services with Chastain for Concrete and Hot Mix Asphalt products and placement.
- Material QA Services shall be provided in compliance with IDOT's Project Procedures Guide for sample and testing requirements.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	22-00041-00-RS

**EXHIBIT B
PROJECT SCHEDULE**

Project is anticipated to start in early May 2023 and finish in June 2023 with only 20 working days estimated.

Local Public Agency	Prime Consultant (Firm) Name	County	Section Number
Lake in the Hills	Chastain & Associates LLC	McHenry	22-00041-00-RS

Exhibit C
Qualification Based Selection (QBS) Checklist

The LPA must complete Exhibit D. If the value meets or will exceed the threshold in 50 ILCS 510, QBS requirements must be followed. Under the threshold, QBS requirements do not apply. The threshold is adjusted annually. If the value is under the threshold with federal funds being used, federal small purchase guidelines must be followed.

Form Not Applicable (engineering services less than the threshold)



Local Public Agency Village of Lake in the Hills	County McHenry	Section Number 22-00041-00-RS
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Steve Frerichs	Date 11/21/2022
Consultant / Subconsultant Name Chastain & Associates LLC	Job Number C-91-002-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

PAYROLL ESCALATION TABLE

CONTRACT TERM	8	MONTHS			OVERHEAD RATE	144.71%
START DATE	3/10/2023				COMPLEXITY FACTOR	0
RAISE DATE	1/1/2024				% OF RAISE	2.00%
END DATE	11/9/2023					

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/10/2023	11/9/2023	8	100.00%

Local Public Agency	County	Section Number
Village of Lake in the Hills	McHenry	22-00041-00-RS

Consultant / Subconsultant Name	Job Number
Chastain & Associates LLC	C-91-002-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Project Principal	\$78.00	\$78.00
Senior Project Manager	\$78.00	\$78.00
Project Manager II	\$65.39	\$65.39
Project Manager I	\$53.23	\$53.23
Project Engineer II	\$54.04	\$54.04
Project Engineer I	\$44.74	\$44.74
Engineer	\$35.12	\$35.12
Chief of Survey	\$57.25	\$57.25
Surveyor II	\$42.80	\$42.80
Surveyor I	\$29.96	\$29.96
Senior Tech	\$40.13	\$40.13
Tech IV	\$52.97	\$52.97
Tech III	\$46.01	\$46.01
Tech II	\$35.95	\$35.95
Tech I	\$25.98	\$25.98
Administrative	\$27.91	\$27.91

Local Public Agency	County	Section Number
Village of Lake in the Hills	McHenry	22-00041-00-RS
Consultant / Subconsultant Name	Job Number	
Chastain & Associates LLC	C-91-002-23	

SUBCONSULTANTS

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

NAME	Direct Labor Total	Contribution to Prime Consultant
Rubino Engineering, Inc.	761.00	76.10
Total	761.00	76.10

NOTE: Only subconsultants who fill out a cost estimate that splits out direct labor may be listed on this sheet.

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

C-91-002-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	15	\$65.00	\$975.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)			\$0.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$975.00

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

C-91-002-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **144.71%**

COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Construction Observation	975	104	3,896	5,638	1,286	3,244	14,064	69.19%
Construction Documentation		26	1,071	1,550	354		2,975	14.63%
Project Close-Out		12	494	715	163		1,372	6.75%
Project Admin		4	312	451	103		866	4.26%
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			-	-	-		-	-
Subconsultant DL							\$76.10	0.37%
Direct Costs Total ==>	\$975.00						\$975.00	4.80%
TOTALS		146	5,773	8,354	1,906	3,244	20,328	95.20%

14,127

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Chastain & Associates LLC

Job Number

C-91-002-23

AVERAGE HOURLY PROJECT RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Construction Observation			Construction Documentation			Project Close-Out			Project Admin					
		Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg	Hours	% Part.	Wgt'd Avg
Project Principal	78.00	0.0																	
Senior Project Manager	78.00	10.0	6.85%	5.34	4	3.85%	3.00	2	7.69%	6.00				4	100.00%	78.00			
Project Manager II	65.39	0.0																	
Project Manager I	53.23	12.0	8.22%	4.38	4	3.85%	2.05	4	15.38%	8.19	4	33.33%	17.74						
Project Engineer II	54.04	0.0																	
Project Engineer I	44.74	0.0																	
Engineer	35.12	124.0	84.93%	29.83	96	92.31%	32.42	20	76.92%	27.01	8	66.67%	23.41						
Chief of Survey	57.25	0.0																	
Surveyor II	42.80	0.0																	
Surveyor I	29.96	0.0																	
Senior Tech	40.13	0.0																	
Tech IV	52.97	0.0																	
Tech III	46.01	0.0																	
Tech II	35.95	0.0																	
Tech I	25.98	0.0																	
Administrative	27.91	0.0																	
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TOTALS		146.0	100%	\$39.54	104.0	100.00%	\$37.46	26.0	100%	\$41.20	12.0	100%	\$41.16	4.0	100%	\$78.00	0.0	0%	\$0.00

Local Public Agency Village of Lake in the Hills	County McHenry	Section Number 22-00041-00-RS
Prime Consultant (Firm) Name Chastain & Associates LLC	Prepared By Steve Frerichs	Date 11/21/2022
Consultant / Subconsultant Name Rubino Engineering, Inc.	Job Number C-91-002-23	

Note: This is name of the consultant the CECS is being completed for. This name appears at the top of each tab.

Remarks

Federally funded road resurfacing project in LITH in Spring of 2023

PAYROLL ESCALATION TABLE

CONTRACT TERM	6	MONTHS	OVERHEAD RATE	169.03%
START DATE	3/10/2023		COMPLEXITY FACTOR	0
RAISE DATE	12/31/2023		% OF RAISE	2.00%
END DATE	9/9/2023			

ESCALATION PER YEAR

Year	First Date	Last Date	Months	% of Contract
0	3/10/2023	9/9/2023	6	100.00%

The total escalation = 0.00%

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-002-23

PAYROLL RATES

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET FIXED RAISE

MAXIMUM PAYROLL RATE	78.00
ESCALATION FACTOR	0.00%

CLASSIFICATION	IDOT PAYROLL RATES ON FILE	CALCULATED RATE
Material Tester 1 & 2	\$41.92	\$41.92
Project Manager / Engineer	\$45.26	\$45.26
Staff Engineer / Geologist / Soil Scientist	\$32.24	\$32.24
Laboratory Staff	\$26.00	\$26.00
Principal	\$70.00	\$70.00
Driller	\$58.20	\$58.20
Administrative	\$27.17	\$27.17

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-002-23

DIRECT COSTS WORKSHEET

List ALL direct costs required for this project. Those not listed on the form will not be eligible for reimbursement by the LPA on this project.
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

ITEM	ALLOWABLE	QUANTITY	CONTRACT RATE	TOTAL
Lodging (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost (Up to state rate maximum)			\$0.00
Lodging Taxes and Fees (per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual Cost			\$0.00
Air Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00
Vehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.00
Vehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	3	\$65.00	\$195.00
Vehicle Rental	Actual Cost (Up to \$55/day)			\$0.00
Tolls	Actual Cost			\$0.00
Parking	Actual Cost			\$0.00
Overtime	Premium portion (Submit supporting documentation)			\$0.00
Shift Differential	Actual Cost (Based on firm's policy)			\$0.00
Overnight Delivery/Postage/Courier Service	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (In-house)	Actual Cost (Submit supporting documentation)			\$0.00
Copies of Deliverables/Mylars (Outside)	Actual Cost (Submit supporting documentation)			\$0.00
Project Specific Insurance	Actual Cost			\$0.00
Monuments (Permanent)	Actual Cost			\$0.00
Photo Processing	Actual Cost			\$0.00
2-Way Radio (Survey or Phase III Only)	Actual Cost			\$0.00
Telephone Usage (Traffic System Monitoring Only)	Actual Cost			\$0.00
CADD	Actual Cost (Max \$15/hour)			\$0.00
Web Site	Actual Cost (Submit supporting documentation)			\$0.00
Advertisements	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Facility Rental	Actual Cost (Submit supporting documentation)			\$0.00
Public Meeting Exhibits/Renderings & Equipment	Actual Cost (Submit supporting documentation)			\$0.00
Recording Fees	Actual Cost			\$0.00
Transcriptions (specific to project)	Actual Cost			\$0.00
Courthouse Fees	Actual Cost			\$0.00
Storm Sewer Cleaning and Televising	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Traffic Control and Protection	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Aerial Photography and Mapping	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Utlility Exploratory Trenching	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Testing of Soil Samples	Actual Cost			\$0.00
Lab Services	Actual Cost (Provide breakdown of each cost)	2	\$331.00	\$662.00
Equipment and/or Specialized Equipment Rental	Actual Cost (Requires 2-3 quotes with IDOT approval)			\$0.00
Nuclear Gauge	Inhouse Direct Cost	2	\$44.00	\$88.00
				\$0.00
				\$0.00
				\$0.00
TOTAL DIRECT COSTS:				\$945.00

BLR 05514 (Rev. 11/04/22)
DIRECT COSTS

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-002-23

COST ESTIMATE WORKSHEET

EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

OVERHEAD RATE **169.03%**COMPLEXITY FACTOR **0**

TASK	DIRECT COSTS (not included in row totals)	STAFF HOURS	PAYROLL	OVERHEAD & FRINGE BENEFITS	FIXED FEE	SERVICES BY OTHERS	TOTAL	% OF GRAND TOTAL
Material Tester 1 & 2	945	18	761	1,287	251		2,299	70.87%
			-	-	-		-	
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			-	-	-		-	
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Subconsultant DL							\$0.00	
Direct Costs Total ==>	\$945.00						\$945.00	29.13%
TOTALS		18	761	1,287	251	-	3,244	70.87%

2,048

Local Public Agency

Village of Lake in the Hills

County

McHenry

Section Number

22-00041-00-RS

Consultant / Subconsultant Name

Rubino Engineering, Inc.

Job Number

C-91-002-23

AVERAGE HOURLY PROJECT RATES
EXHIBIT D COST ESTIMATE OF CONSULTANT SERVICES (CECS) WORKSHEET

SHEET 1 OF 1

PAYROLL CLASSIFICATION	AVG HOURLY RATES	TOTAL PROJ. RATES			Material Tester 1 & 2														
		Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg
Material Tester 1 & 2	41.92	16.0	88.89%	37.26	16	88.89%	37.26												
Project Manager / Engineer	45.26	2.0	11.11%	5.03	2	11.11%	5.03												
Staff Engineer / Geologist /	32.24	0.0																	
Laboratory Staff	26.00	0.0																	
Principal	70.00	0.0																	
Driller	58.20	0.0																	
Administrative	27.17	0.0																	
		0.0																	
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TOTALS		18.0	100%	\$42.29	18.0	100.00%	\$42.29	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00	0.0	0%	\$0.00



Local Public Agency Resident Construction Supervisor/ In Responsible Charge



Regional Engineer
Jose Rios

Contract Number 61J29
District 1
Letting Date 03/10/23

Department of Transportation
Address
201 West Center Court
City Schaumburg
State IL
Zip Code 60196

Municipality Lake in the Hills
Route 0126
County McHenry
Project Number GLWV(725)
Job Number C-91-002-23
Section Number 22-00041-00-RS

- I recommend the following individual as a local public agency employee qualified to be resident construction supervisor and to be in responsible charge of this construction project.
I certify that I am in responsible charge as defined by the department of this construction project. Since the local public agency does not have a local public agency employee qualified to be the resident construction supervisor, I am recommending a consulting engineer to serve as resident construction supervisor.

Signature (for the local public agency)
Date

Title
Director of Public Works

Applicants Name
Guy Fehrman

The following describes my educational background, experience and other qualifications to be resident construction supervisor of this construction project for the Local Public Agency.

For Consultants: I certify that my firm is pre-qualified in Construction Inspection. Documentation of Contract Quantities certificate number

16 Years as Superintendent of Street, oversees annual MFT street improvement program and provided oversight of Reed Road resurfacing Contract 61H21 in 2022.

Signature of Applicant
Date

Job Title of Applicant
Superintendent of Streets

Based on the above information and my knowledge of the applicant's experience and training, it is my opinion that the applicant is qualified to serve as the resident construction supervisor on this construction project.

Regional Engineer Signature
Date Approved

cc: Engineer of Local Roads and Streets, Central Bureau of Local Roads and Streets
Engineer of Construction, Central Bureau of Construction
Resident Construction Supervisor
Local Public Agency



Regional Engineer

Jose Rios

Contract Number

61J29

District

1

Letting Date

03/10/23

Department of Transportation

Address

201 West Center Court

Municipality

Lake in the Hills

Route

0126

County

McHenry

City

Schaumburg

State

IL

Zip Code

60196

Project Number

GLWV(725)

Job Number

C-91-002-23

Section Number

21-00041-00-RS

I consider the following individual to be qualified as a local public agency construction inspector. In addition, I certify that adequate instruction has been given this individual concerning the requirements of the contract, specifications and construction manual which pertain to the work which he/she will inspect. This individual has been instructed on the proper procedures for any necessary tests. Furthermore, if a consultant, this individual has a valid Documentation of Contract Quantities certification.

Approved

Signature and Title of Resident Construction Supervisor

Date

[Signature Box]

[Date Box]

Applicants Name

Mike Hartwig

The following describes the educational background, experience and other qualifications of the named applicant to serve as an inspector on this project.

For Consultants Employees: Documentation of Contract Quantities certificate number is 17-12368

- Licensed Professional Engineer, State of Illinois #062-067359
- 10+ years of construction management experience on IDOT, Tollway, and municipal construction projects
- BS in Civil Engineering, specializing in Construction Management, Illinois Institute of Technology
- IDOT CMMS experience
- IDOT Erosion & Sediment Control Inspection Certified

If the Resident from BC-775 is a consultant, the local public agency employee in responsible charge must also approve this individual.

Approved

Signature and Title of In Responsible Charge from BC-775

Date

[Signature Box]

[Date Box]



LOCAL PUBLIC AGENCY

Local Public Agency	County	Section Number
Village of Lake in the Hills	McHenry	22-00041-00-RS

Fund Type	ITEP, SRTS, HSIP Number(s)	MPO Name	MPO TIP Number
STU	N/A	CMAP	11-21-0005

Construction

State Job Number	Project Number
C-91-002-23	GLWV(725)

Construction on State Letting Construction Engineering Utilities Railroad Work

This Agreement is made and entered into between the above local public agency, hereinafter referred to as the "LPA" and the State of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA jointly propose to improve the designated location as described below. The improvement shall be consulted in accordance with plans prepared by, or on behalf of the LPA and approved by the STATE using the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

LOCATION

Local Street/Road Name	Key Route	Length	Stationing	
Pingree Road	FAU 0126	0.85	From	To
			3.82	4.67

Location Termini
James R. Rakow Road (CH 45) to Virginia Road (CH 33)

Current Jurisdiction	Existing Structure Number(s)	Add Location
Lake in the Hills	N/A	Remove

PROJECT DESCRIPTION

Pingree Road is a rural cross section two-lane roadway with aggregate shoulders. Project improvements include mill and overlay of the existing pavement, pavement patching identified after milling and aggregate shoulder improvements.

LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS

By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.

METHOD OF FINANCING - (State-Let Contract Work Only)

Check One

METHOD A - Lump Sum (80% of LPA Obligation _____)
Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.

METHOD B - _____ Monthly Payments of _____ due by the _____ of each successive month.
Monthly Payments - Upon award of the contract for this improvement, the LPA will pay to the STATE a specified amount each month for an estimated period of months, or until 80% of the LPA's estimated obligation under the provisions of the agreement has been paid. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

METHOD C - LPA's Share _____ Balance _____ divided by estimated total cost multiplied by actual progress payment.
Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

THE LPA AGREES:

1. To acquire in its name, or in the name of the **STATE** if on the **STATE** highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the **LPA** shall certify to the **STATE** that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the **LPA**, the **STATE**, and the **FHWA** if required.
2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the **STATE** and the **FHWA**.
6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
7. To maintain for a minimum of 3 years after final project close out by the **STATE**, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the **STATE**. The **LPA** agrees to cooperate fully with any audit conducted by the Auditor General, the **STATE**, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the **STATE** for recovery of any funds paid by the **STATE** under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the **FHWA**.
10. To provide or cause to be provided all of the initial funding, equipment, labor, material, and services necessary to complete locally administered portions of the project.
11. (Railroad Related Work) The **LPA** is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the **STATE**. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
12. Certifies to the best of its knowledge and belief that it's officials:
 - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
 - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
 - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
 - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
13. To include the certifications, listed in item 12 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
14. That execution of this agreement constitutes the **LPA's** concurrence in the award of the construction contract to the responsible low bidder as determined by the **STATE**.
15. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:
 - a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or

modification of any Federal contract, grant, loan or cooperative agreement.

- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements), and that all subrecipients shall certify and disclose accordingly

16. To regulate parking and traffic in accordance with the approved project report.

17. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.

18. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.

THE STATE AGREES:

1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the **LPA's** certification of compliance with Title II and III Requirements.
2. To receive bids for construction of the proposed improvement when the plans have been approved by the **STATE** (and **FHWA**, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.
3. To provide all initial funding and payments to the contractor for construction work let by the **STATE**. The **LPA** will be invoiced for their share of contract costs per the method of payment selected under Method of Financing based on the Division of Costs shown on Addendum 2.
4. For agreements with federal and/or state funds in construction engineering, utility work and/or railroad work:
 - a. To reimburse the **LPA** for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the **LPA**;
 - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

IT IS MUTUALLY AGREED:

1. Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction and federal Buy America provisions
2. That this Agreement and the covenants contained herein shall become null and void in the event that the **FHWA** does not approve the proposed improvement for Federal-aid participation within one (1) year of the date of execution of this agreement.
3. This agreement shall be binding upon the parties, their successors, and assigns.
4. For contracts awarded by the **LPA**, the **LPA** shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The **LPA** shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The **LPA's** DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this agreement. Upon notification to the recipient of its failure to carry out its approved program, the **STATE** may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S. C 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C 3801 et seq.). In the absence of a USDOT - approved **LPA** DBE Program or on **state** awarded contracts, this agreement shall be administered under the provisions of the **STATE'S** USDOT approved Disadvantaged Business Enterprise Program.
5. In cases where the **STATE** is reimbursing the **LPA**, obligation of the **STATE** shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable federal funding source fails to appropriate or otherwise make available funds for the work contemplated herein.
6. All projects for the construction of fixed works which are financed in whole or in part with funds provided by this agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of the act exempt its application.

FISCAL RESPONSIBILITIES:

1. **Reimbursement Requests:** For reimbursement requests the **LPA** will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). **LPA** invoice requests to the **STATE** will be submitted with sequential invoice numbers by project.
2. **Financial Integrity Review and Evaluation (FIRE) program:** **LPA's** and the **STATE** must justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project which no expenditures have been charged against Federal funds for the past twelve (12) months. To keep projects active, invoicing must occur a minimum of one time within any given twelve (12) month period. However, to ensure adequate processing time, the first invoice shall be submitted to

the **STATE** within six (6) months of the federal authorization date. Subsequent invoices will be submitted in intervals not to exceed six (6) months.

3. **Final Invoice:** The **LPA** will submit to the **STATE** a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, whichever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice for engineering projects.
4. **Project Closeout:** The **LPA** shall provide the final report to the appropriate **STATE** district office within twelve (12) months of the physical completion date of the project so that the report may be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. Failure to follow this process may result in the immediate close-out of the project and loss of further funding.
5. **Project End Date:** The period of performance (end date) for state and federal obligation purposes is five (5) years for projects under \$1,000,000 or seven (7) years for projects over \$1,000,000 from the execution date of the agreement.

Requests for time extensions and joint agreement amendments must be received and approved prior to expiration of the project end date. Failure to extend the end date may result in the immediate close-out of the project and loss of further funding.

6. **Single Audit Requirements:** If the **LPA** expends \$750,000 or more a year in federal financial assistance, they shall have an audit made in accordance with 2 CFR 200. **LPA's** expending less than \$750,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the **STATE** (IDOT's Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield, Illinois, 62764) within 30 days after the completion of the audit, but no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. Federal funds utilized for construction activities on projects let and awarded by the **STATE** (federal amounts shown as "Participating Construction" on Addendum 2) are not included in a **LPA's** calculation of federal funds expended by the LPA for Single Audit purposes.
7. **Federal Registration:** **LPA's** are required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or renew, please use the following website: <https://www.sam.gov/SAM/>
8. **Required Uniform Reporting:** For work not included on a state letting, the Grant Accountability and Transparency Act (30 ILCS 708) requires a uniform reporting of expenditures. Uniform reports of expenditures shall be reported no less than quarterly using IDOT's BoBS 2832 form available on IDOT's web page under the "Resources" tab. Additional reporting frequency may be required based upon specific conditions or legislation as listed in the accepted Notice of State Award (NOSA). Specific conditions are based upon the award recipient/grantee's responses to the Fiscal and Administrative Risk Assessment (ICQ) and the Programmatic Risk Assessment (PRA).

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantee agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: <https://www.illinois.gov/sites/GATA/Pages/ResourceLibrary.aspx>)

ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this agreement.

<input checked="" type="checkbox"/>	1.	Location Map
<input checked="" type="checkbox"/>	2.	Division of Cost
<input checked="" type="checkbox"/>	3.	Resolution*
<input type="checkbox"/>	4.	

*Appropriation and signature authority resolution must be in effect on, or prior to, the execution date of the agreement.

The **LPA** further agrees as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this agreement and all Addenda indicated above.

APPROVED

Local Public Agency

Name of Official (Print or Type Name)

Ray Bogdanowski

Title of Official

Village President

Signature

[Signature box]

Date

[Date box]

The above signature certifies the agency's TIN number is 366009195 conducting business as a Governmental Entity.

DUNS Number 113955934

UEI DM2EN9EQDVB3

APPROVED

State of Illinois
Department of Transportation

Omer Osman, P.E., Secretary of Transportation

[Signature box]

Date

[Date box]

By:

George A. Tapas, P.E., S.E., Engineer of Local Roads & Streets

[Signature box]

Date

[Date box]

Stephen M. Travia, P.E., Director of Highways PI/Chief Engineer

[Signature box]

Date

[Date box]

Yangsu Kim, Chief Counsel

[Signature box]

Date

[Date box]

Vicki Wilson, Chief Fiscal Officer

[Signature box]

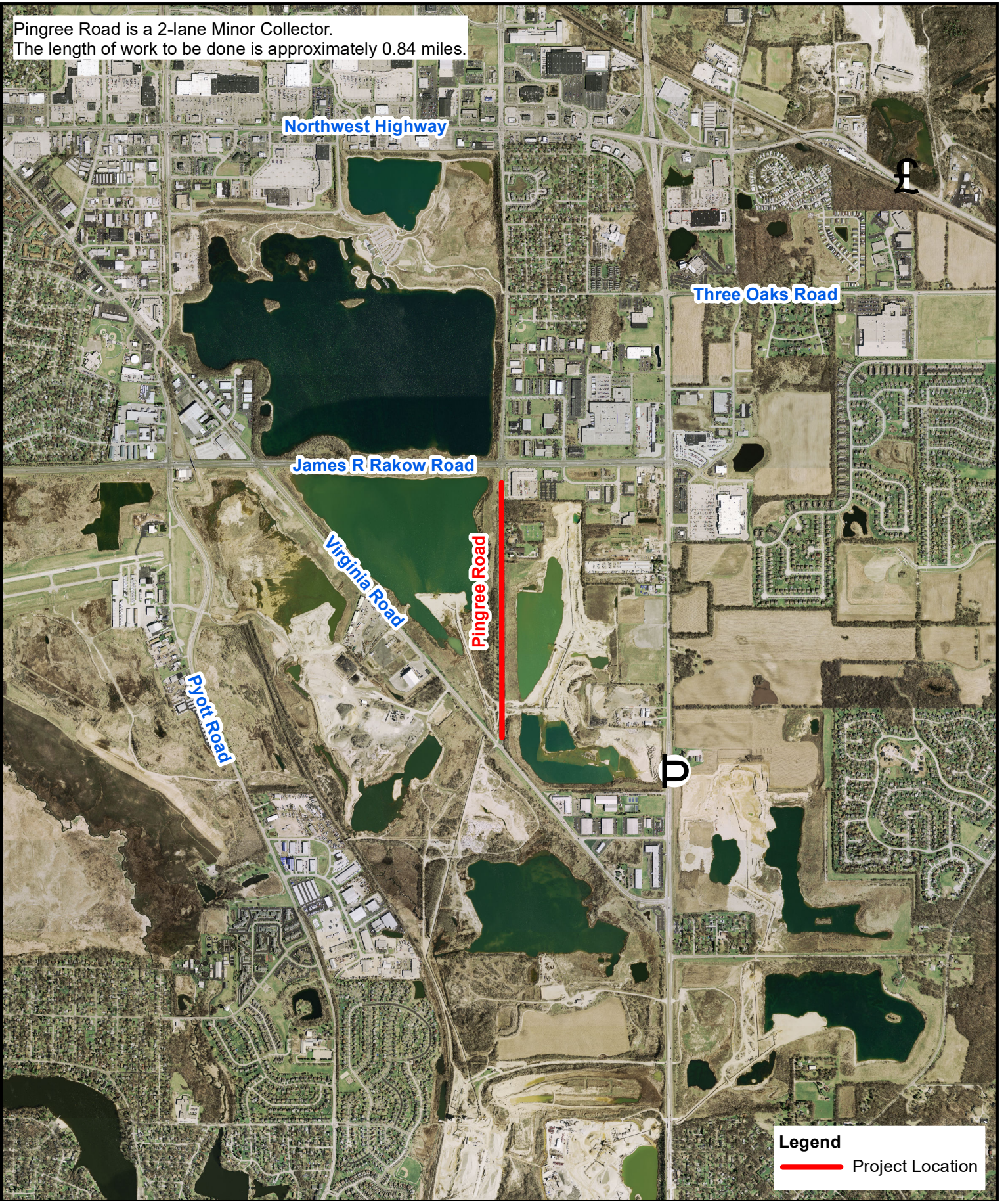
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NOTE: A resolution authorizing the local official (or their delegate) to execute this agreement and appropriation of local funds is required to be attached as an addendum. The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.

Please check this box to open a fillable Resolution Form within this Addenda.

Pingree Road is a 2-lane Minor Collector.
The length of work to be done is approximately 0.84 miles.



ADDENDA NUMBER 2

Local Public Agency	County	Section Number	State Job Number	Project Number
Village of Lake in the Hills	McHenry	22-00041-00-RS	C-91-002-23	GLWV(725)

DIVISION OF COST

Type of Work	Federal Funds			State Funds			Local Public Agency			Totals
	Fund Type	Amount	%	Fund Type	Amount	%	Fund Type	Amount	%	
Participating Construction	STU	\$196,352.00	*				Local	\$49,088.00	Bal	\$245,440.00
Construction Engineering	STU	\$16,297.00	*				Local	\$4,074.00	Bal	\$20,371.00
Total		\$212,649.00		Total			Total		\$53,162.00	\$265,811.00

If funding is not a percentage of the total place an asterisk (*) in the space provided for the percentage and explain below:
 * Maximum FHWA (STU) participation 80% not to exceed \$212,649.00 (Construction Engineering portion 80% not to exceed \$16,297.00)

NOTE: The costs shown in the Division of Cost table are approximate and subject to change. The final LPA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

ADDENDA 3 –
LPA APPROPRIATION RESOLUTION

**Please attach the completed/signed LPA
Appropriation Resolution**

***Please note:* The resolution must be approved prior to, or concurrently with, the execution of this agreement. If BLR 09110 or BLR 09120 are used to appropriate local matching funds, attach these forms to the signature authorization resolution.**

Pingree Road is a 2-lane Minor Collector.
The length of work to be done is approximately 0.84 miles.





INFORMATIONAL MEMORANDUM

MEETING DATE: March 21, 2023

DEPARTMENT: Parks and Recreation

SUBJECT: Chapter 8: Parks, Lakes and Beaches Policy Discussion

EXECUTIVE SUMMARY

Staff is seeking to amend sections of Chapter 8, Parks, Lakes and Beaches, as well as the Comprehensive Fine and Fee Schedule. These updates intend to clarify information related to access and operations, while updating the relevant sections of the Fine and Fee Schedule.

Historically, full beach operations at Indian Trail Beach (ITB), including hiring gate attendants and lifeguards, were under the Parks and Recreation Department until 2016 at which time, ITB was converted to a 'swim at your own risk' beach. This decision was consistent with the approach to operations at Butch Hagele Beach (BHB) and the Village eliminated the corresponding staff costs to manage the beach. Both ITB and BHB were unsupervised and were unlocked at sunrise and locked at sunset, consistent with the defined operating hours within the Village Code.

In 2020, the COVID-19 pandemic challenged this model and the need to enforce capacity limits required the Village to supervise beach operations, with employees being paid as much as \$40 to \$70 per hour, due to overtime being earned. These staff worked on Friday, Saturday, and Sunday through Labor Day of 2020.

In 2021, capacity limit restrictions had been lifted, and the beach operations returned to being unsupervised. In the summer of 2021, a resident presented concerns to the Village Board regarding beach access, boat and lake use access, and fishing. The response to these concerns was to review signage, increase lake enforcement, and adjust staff schedules to allow for seasonal staff to monitor residency at the beach entrance during peak periods over the weekends.

In April 2022, additional concerns and Village Board feedback resulted in the draft and adoption of Ordinance 2022-06. This ordinance replaced Chapter 8 of the Municipal Code with a comprehensive Parks, Lakes, and Beaches chapter, and removed Chapter 10. Furthermore, the Village Board provided direction to the staff to add language related to fishing permits, camping, electric motors, vehicles, and a Special Event Permit. New signage was prepared and posted to reflect these changes, specifically related to 'Lake Regulations', 'Beach Regulations', and 'Park Regulations'. Additionally, the 2022 beach season was more fully staffed and supervised with seasonal staff hired through Public Works as beach attendants. The scheduled supervised hours were from 9:00 AM to 5:00 PM and there were times, if staff were not available or if they called in, where regular full-time Public Works employees would fill in. Since overtime was not authorized during these instances, the employees would leave at their regular scheduled end time of 3:30 p.m. leaving the beach unsupervised into the evening hours.

Since the adoption of the code changes, the Village received an Aquatic Visit Report from IRMA (Intergovernmental Risk Management Agency), and staff has received feedback from the community via e-mail, in person, and through meetings with residents. Staff also met with both the Public Works and Police Departments to discuss policy considerations to present and ultimately incorporate into the Municipal Code.

PARKS AND RECREATION BOARD MEETING

Staff presented the Parks and Recreation Board (P&R Board) policy review questions and considerations on Thursday, March 2. The P&R Board was missing three members for the meeting. There were four Lake in the Hills residents who provided public comment at the meeting. Village President Ray Bogdanowski and Trustee Diane Murphy were also in attendance.

Staff approached the meeting with the intention to bring the Village Board a recommendation from Parks and Recreation Board specifically related to four questions as outlined below:

1. Should ITB be limited to residents year-round, or only during the peak summer season?
2. Should ITB access to the beach, during the summer, be limited to supervised times only?
3. Should ITB support boating and fishing opportunities, outside of the swimming area?
4. Should the Village waive fees for disabled and blind persons, related to Fishing Permits?

Additionally, staff reviewed the most recent Illinois Department of Natural Resources (IDNR) Public Lake Survey Report on Woods Creek Lake related to fish counts, suggested two recommendations to Chapter 8 of the Municipal Code related to ice fishing, and outlined proposed signage, next steps, and a communication plan.

While the P&R Board did not provide a recommendation regarding the first two questions above, they did recommend that the Village allow fishing and boating from Indian Trail Beach in designated locations outside the swimming areas. They also recommended the waiver of fees for fishing permits related to disabled veterans and blind persons; as well as two proposed language changes related to the Municipal Code regarding ice fishing.

The feedback received during public comment included the following:

- A recommendation to make the lake use, including beach access for residents only year-round.
- A recommendation to pursue a locked gate / key fob point of access for Indian Trail Beach and Butch Hagele Beach and issue fobs / key cards to residents to access at their leisure. This would eliminate the need for a gate guard.
- A suggestion to only allow for boat launch from ITB and not allow fishing due to the proximity to the swimming area.
- A recommendation to host a carp fishing derby to eliminate the large carp population.
- A question regarding the size of trolling motors and what is allowed on the lake.

Staff has tentatively reviewed the feasibility of installing a key fob system, but before moving forward, the Village must first address the policy decisions related to restricting access to the beaches. Once staff collects feedback from the Village Board, an Ordinance will be prepared that incorporates the direction provided.

POLICY REVEIW

Beach or Park?

Chapter 8 of the Municipal Code identifies ITB and BHB both as a 'Beach' and as a 'Park'. Historically the approach has been to treat ITB as a park, open from sunrise to sunset, year-round. With the recent additional of limiting beach access to Village residents and their invited guests, this has caused confusion as to who is allowed to access Indian Trail Beach, and when. Over the past few months staff has received questions from the community regarding the ice-skating sign not reflecting the Village residents and their invited guests stipulation; however, Woods Creek Lake has become the Village's designated ice-skating rink. Additionally, ITB is an access point for ice fishing and home to the adjacent Connor Kincaid Memorial Garden.

One recommendation would be to add language that reflects that ITB and BHB are 'beaches' from the time period of Memorial Day to Labor Day and the resident stipulation would be in effect during that timeframe. Post Labor Day, ITB would return to its 'park' status and be open for the general public from sunrise to sunset. It should be noted that in the off season Butch Hagele Beach is locked.

Beach Operations

Access to Indian Trail Beach continues to be a point of concern and the historic approach has been to have the Police Department open ITB and BHB at sunrise and lock up at sunset. Staff has heard that the beach had unsupervised access early in the morning and later in the evening, as the 2022 supervised hours were 9:00 AM to 5:00 PM. This year reflects a \$12,600 budget for staff salaries to cover the peak season. The budgeted amount can cover a nine-hour day, seven days a week, for the fourteen-week season at \$14 per hour and has developed the proposed supervised beach hours:

M-Th	10:30 AM to 7:00 PM
Fri	10:30 AM to 8:30 PM
SA	9:30 AM to 8:30 PM
SU	9:30 AM to 7:00 PM

These hours are modified to allow for the beach to be supervised later in the evening, by having the beach attendant arrive later in the morning, as supported by the 2022 attendance sheets that an average of 4 guests during the 9:00 and 10:00 AM hours. Last year, staff, upon arrival, would approach guests within ITB and ask for proof of residency. With a modified start later in the morning during the week, staff anticipates that if the gates were open at sunrise, this would continue to be the case going forward.

One approach to limiting access would be to only open ITB during supervised times. This approach would have staff unlock and lock the gate during the summer, opening and closing the beach at the designated times. If the beach were closed as a result of the water sampling from McHenry County, the gate would be locked until the water tested satisfactorily. This approach to beach operations would run the beach more similar to other aquatic facilities with defined open/close times and no access when unsupervised. One challenge to this approach would be if staff called in and there were not beach attendants available to work. In that instance the beach would be closed until staff arrived or until the next scheduled shift. Staff is seeking input as to how to best approach beach operations, when not staffed, for the peak season of Memorial Day to Labor Day.

Boating and Fishing from ITB

Last summer a Village resident boated to Indian Trail Beach to swim at the beach and brought their boat ashore. The resident was advised by a police officer that they were not allowed to have a boat at the beach and would need to leave. The current signage indicates that operating and launching a boat is prohibited at the beach, instead of stating that it is prohibited within the designated swimming area. The swimming area is further defined as the area as designated by buoys. Additionally, the Village Code indicates that fishing is prohibited from the beach area at all times, with the exception of Village sponsored events. The reference to 'swimming area' and 'beach area' is confusing and staff is seeking for Village Board

clarification as to when and how fishing and boating may be allowed at Indian Trail Beach. Once identified, staff will prepare updates to Chapter 8 to clarify this language and update signage to inform attendees.

Staff is proposing to update the definition of 'beach area' to include the sand and corresponding shoreline, and area designated by buoys. Boating and fishing would not be allowed from the 'beach area', even during the off-season. The grass shoreline to the northwest and southeast of the sand could accommodate boating and fishing.

Fees re: Boat Slips, Boat Registration, and Fishing Permits

Staff received an inquiry from a disabled veteran as to why he would be required to purchase a Lake in the Hills Fishing Permit when the Illinois Department of Natural Resources (IDNR) does not require disabled persons to acquire a state sport fishing license. Staff has reviewed the IDNR fees and confirmed that there is no need for disabled or blind persons to acquire a license. Staff does not have a current roster of license holders who meet these criteria to determine the financial impact; however, staff supports waiving the fees to issue a permit. It would also be recommended that anyone who would like to fish in Lake in the Hills acquire a permit, either through paying or issued for free (for disabled, blind, or under 16) to maintain consistent language and enforcement that fishing requires a valid permit.

Fishing

The Illinois Department of Natural Resources Division of Fisheries prepared a Public Lake Survey Report regarding Woods Creek Lake in February 2022 (attachment 1). The report reflects the information resulting from a fish community survey from May 14, 2021 and as a follow up to surveys in 2008 and 2017. The summary report reflects that the desirable goal catch rates were exceeded for largemouth bass, bluegill, black crappie, channel catfish, and smallmouth bass. The report reflects a healthy and diverse number of fish in Woods Creek Lake. The report also provided additional recommendations for consideration and a timeline to schedule a follow up survey for Spring 2025.

Staff is also recommending two additions to the Municipal Code to address resident concerns regarding fishing. These include adding 'ice' to section 8.06 that currently reads "Every person fishing from the shore or boat...shall have a current Annual Fishing Permit or Daily Fishing Permit". Adding ice as a location clarifies the intent. The other recommendation would be to add a section to 8.06.3.E to reiterate that refuse and rubbish, as generated as a result of ice fishing, should be properly disposed of or removed from the premises.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Public Lake Survey Report regarding Woods Creek Lake

SUGGESTED DIRECTION

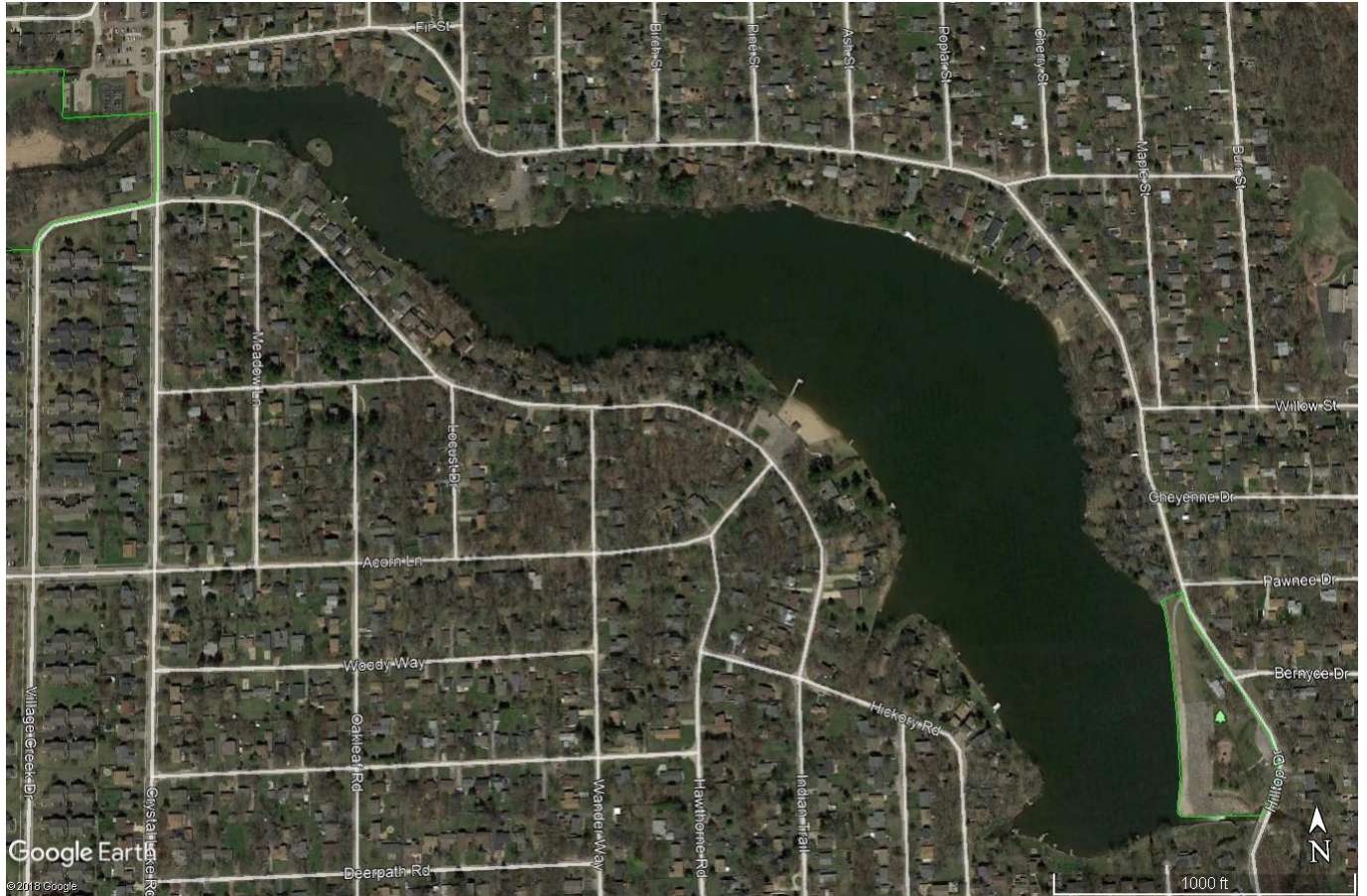
Staff is seeking direction from the Board on the following questions:

1. Should ITB be limited to residents year-round, or only during the peak summer season?
2. Should ITB access to the beach, during the summer, be limited to supervised times only?
3. Should ITB support boating and fishing opportunities, outside of the swimming area?
4. Should the Village waive fees for disabled and blind persons, related to Fishing Permits?



Illinois Department of Natural Resources
Division of Fisheries
District 6

Woods Creek Lake



Public Lake Survey Report
Prepared by Andrew Plauck
02/02/2022
Photo courtesy Google Earth

INTRODUCTION

A fish community survey was conducted at Woods Creek Lake (also referred to as Lake in the Hills) at the request of Thomas Dunn with the Village of Lake in the Hills. The survey was a follow up to surveys in 2008 and 2017. The survey took place on May 14th, 2021. This report summarized the findings of the survey and compares the catch to the 2017 survey.

POND MORPHOLOGY – Woods Creek Lake is a 53.4-acre impoundment created in 1923 by constructing an earthen dam and concrete spillway across Woods Creek. The 2008 IDNR Fisheries report noted that the lake has a maximum depth of 30 feet, with an average depth of 11.5 feet. A topographical map listed on the village's website shows a maximum depth of 25 feet. The lake has adequate depth to support a healthy fish community during summer and winter temperature extremes and sufficient shallow littoral area for fish spawning. Much of the shoreline is developed in residential housing, although some natural shoreline and one small island were present. A concrete boat ramp is located at the Village's facility on the north end of the lake.

The Woods Creek Lake fish survey consisted of 45 minutes of electrofishing with a 5000-watt DC boat mounted electrofishing unit. We made one lap around the lake sampling multiple habitat types. Water temperature was 62°F. All fish were measured, weighed, and released. Fish longer than four inches were weighed. Bluegill, Gizzard Shad and Common Carp were sub-sampled due to their abundance. Fish data was summarized and entered into a standard table used in constructing a lake management plan (Table 1 at end of report). The following paragraphs describe the findings:

We captured 234 fish belonging to 13 species (a summary of lengths and weights is listed in Table 2 at end of report). Largemouth Bass and Bluegill made up 64% of the sample. Black Crappie, Gizzard Shad, and Channel Catfish were fairly abundant (>10 individuals). Along with the species listed in Table 2; Golden Shiner, Northern Pike, Quillback, Walleye, White Crappie and Yellow Perch are also present in Woods Creek Lake but not captured in this survey.

Largemouth bass abundance and size structure looked better than it has in recent surveys of Woods Creek Lake. Abundance was high, Largemouth Bass were captured at a rate of 123 fish per hour (Table 1). While this is higher than the management goal of 60 fish per, we saw no signs of stunting in the bass population. Size structure looked good, with proportional stock densities a little better than they were in the last survey and much better than in 2008. In a typical lake management plan, a management goal for proportional stock density (PSD) is between 40 - 60%. The PSD is the percent of fish over a quality size (12 inches) in the stock (fish over eight inches). The PSD in Woods Creek Lake was 71, meaning that 71% of the stock (bass over 8 inches) was longer than the "quality" size of 12 inches. We also look at relative stock density (RSD) to determine the proportion of the stock over a given length – typically 15 and 18 inches. A good goal to shoot for is an RSD-15 of 15 – 30% and an RSD-18 of 1 – 10%. The RSD-15 and 18 in Woods Creek Lake were 31 and 3, meaning that 31% of the stock is longer than 15 inches and 3% was longer than 18 inches. The young to adult ratio was

low but this measurement is often under-estimated using spring electrofishing data. We do not see small bass (less than four inch) very often in spring samples of any area lakes. The presence of multiple sizes of largemouth bass indicates natural reproduction is keeping up with mortality and harvest. We use relative weight (W_r) to measure the “plumpness” of a fish. A healthy fish will have a W_r value somewhere between 90 – 105. The average W_r value for this sample was 92, indicating that the bass are getting plenty to eat. This index has never been a problem in this lake and it is mentioned in previous reports that “A lake with as many forage species as Woods Creek should not have any issues with low relative weights!”

A sub-sample of **Bluegill** were captured at a rate of 348 fish per hour (Table 1). We typically like to see this catch rate around 120 fish per hour. This is a high catch rate but there is still a good proportion of Bluegill over six inches in this lake. The first warning sign of an over-crowded Bluegill population is the lack of fish under six inches. While this catch rate was high, size structure of Bluegill looked good. The Bluegill in the sample ranged from 2.2 to 7.2 inches (Table 2). The PSD for Bluegills was 31%, which means 31% of the stock (fish over three inches) is longer than the quality size of six inches. The RSD-7 was 2% indicating a 2% of the stock was longer than seven inches. The PSD of 31 is considered a good proportion of fish over six inches. This number may be slightly under-represented as the largest Bluegill may not have moved into shallow water to spawn at the May survey date. Overall, the Bluegill population looks pretty good and does not need to be supplemented with stocking. It is important to remember that there are other species of panfish in the lake that also contribute to the angler catch.

The **Black Crappie** catch of 27 fish was higher than we have seen in other surveys. This species tends to be very cyclical in their abundance, often showing up in high numbers one year and absent in a survey a few years later. We apparently are in an “up” year for Black Crappie. The Crappie ranged in length from 6.2 to 12.0 inches long and averaged 9 inches. Fifty-six percent of the catch was longer than nine inches (a typical length at which anglers will harvest this species). As mentioned previously, White Crappie are also present in the lake, but no White Crappie were caught in this survey. A strong bass population should keep crappie from becoming over abundant in a lake of this size.

Thirteen **Channel Catfish** were captured in the survey. All of Catfish measured longer than 15 inches, the largest was just over 32 inches and weighed 17.8 pounds! The Parks and Recs department reported stocking 3,250 Channel Catfish annually for the period between 2011 and 2017 (Table 3). There are plenty of catfish fish for anglers to harvest this species. If a stable Channel Catfish population is desired, this species should be stocked every one or two years depending on the level of harvest. Channel Catfish can be used to help control over abundant Bluegill populations. See stocking recommendations below.

Six smallmouth bass were captured, with four of them measuring longer than 15 inches. Smallmouth Bass are typically considered a bonus fish in area lakes as they are

usually outcompeted by Largemouth Bass. They will spawn in area lakes, but supplemental stocking will help increase numbers of this species.

We caught one 25-inch Muskie. Stocking records are in-complete and it is unknown which stocking this fish came from. If Muskie are to be stocked in Woods Creek Lake it should be no more than one fish per acre annually. Muskie should thrive as there is an adequate forage base.

Walleye and Yellow Perch have been stocked and caught in past surveys. Walleye will need to be stocked annually. Reproducing populations of Yellow Perch have been successfully introduced into a few other area lakes with an existing predator population. Higher stocking numbers may be needed to boost numbers of this species.

RECOMMENDATIONS

Here are recommendations from the 2008 and 2017 report (in italics) with new additions listed – all previous recommendations are as warranted today as they were when written:

1. Nutrients

Although it may be a losing battle because of the lake's large watershed, lakeshore homeowners can help prevent excess nutrient loading in the lake by practicing good lawn fertilizing techniques and leaving a buffer strip of native vegetation around the perimeter of the lake, where feasible.

***2017 Recommendation**

Discourage Canada geese from using the lake (particularly during nesting). Geese add excess nutrients into the lake via their feces. There are many products on the market such as flagging on docks, artificial predators, flashing lights and chemical deterrents (see IEPA Lake Notes found online).

2. Aquatic plants

*Encourage riparian landowners to introduce desirable emergent plants in shallow, shoreline areas of parts of the lake to increase habitat for fish and other wildlife. Desirable species include: pickerel weed (*Pontedaria cordata*), arrowheads (*Sagittaria* spp.), water willow (*Justica americana*), soft-stem bulrush (*Scirpus tabernaemontani*), and common bur reed (*Sparganium eurycarpum*). Avoid introducing other bulrushes (*Scirpus* spp.), cattails (*Typha* spp.), and purple loosestrife (*Lythrum salicaria*).*

*Establish submersed aquatic vegetation in portions of the lake, where feasible, or modify control efforts so that about 20% of the lake's surface area remains vegetated. Eel grass (*Vallisneria americana*), water star grass (*Heteranthera dubia*), and Illinois pondweed (*Potamogeton Illinoisensis*) are probably the best species to introduce because they do not typically reach nuisance levels of abundance and they provide excellent habitat for fish and invertebrates. Avoid all other pondweeds (*Potamogeton* spp.), watermilfoil (*Myriophyllum* spp.), bladderworts (*Utricularia* spp.), coontail (*Ceratophyllum* spp.), elodea (*Elodea* spp.), stoneworts (*Chara* spp.), water buttercups (*Ranunculus* spp.), naiads (*Najas* spp.), and floating-leaved plants.*

4. Fish community

Largemouth Bass - 2022 Recommendation

If a diverse fishery of walleye, muskie and yellow perch is desired, discontinue largemouth bass stocking. If anglers insist that largemouth should be stocked it should be at a very low rate and every other year. Their current level of abundance will maintain the population via natural reproduction. If abundance is low during the next survey, stocking will be recommended.

Walleye

Continue stocking walleye fingerlings to enhance the population of this important predator and sport fish, and follow the stocking protocol you have used in recent years because it appears to be working. Stock large fingerlings (>6 in. long) or catchable-sized fish (>12 in. long) at a rate of up to 20 fish/acre (~1,000 fish total) every other year, as your budget allows.

Channel Catfish – 2022 Recommendation

Do not stock 3,250 Channel Catfish annually! Continue to maintain the Channel Catfish population by annually or biennially stocking large fingerlings (>8 in. long) at a rate of 25 fish/acre or ~1,250 catfish total. Channel Catfish typically do not reproduce in small lakes and must be restocked to maintain a fishery.

****2017 Recommendation for Channel Catfish***

This species has been stocked annually at a much higher rate than was recommended in the 2008 report. Unless anglers are harvesting these fish at a high rate, it is recommended to reduce stocking to the previously recommended rate of about 1,250 fish every other year.

Northern pike – 2022 Recommendation

DISCONTINUE Northern Pike stocking if a Muskie fishery is desired. Muskie are already present in the lake and were stocked in 2021. The Northern Pike were not present in either of the last two surveys. While they may be present, stocking one apex predator would be best. Anecdotal evidence suggests that Muskie are a better predator of Gizzard Shad.

Muskie – 2022 Recommendation

Stock Muskie at a rate of one fish per acre annually or biennially. Avoid Tiger Muskie as they tend to be aggressive and easily caught (Mortality is higher, and Tiger Muskie do not grow as large).

Smallmouth Bass – 2022 Recommendation

There seems to be a small population of Smallmouth Bass present in Woods Creek Lake. If anglers desire Smallmouth Bass, they can be stocked but will need to be stocked on a regular basis. If this species is desired, **discontinue largemouth bass stocking** and stock Smallmouth Bass at a rate of 25 fish per acre (1,250 fish) annually. If Smallmouth Bass are to be stocked purchase the largest size available so they do not become Largemouth Bass food.

Yellow Perch were added to the stocking plan at some point. DuPage County Forest Preserves had success introducing Yellow Perch at 25 – 50 fish per acre annually or biennially for six years. These fish do provide another forage species as well as a tasty fish for the frying pan. Continue stocking this species until evidence of natural reproduction is detected.

From 2008 - Do not stock Hybrid Sunfish or White Crappie (Still applies today). Sunfish (Bluegills or hybrid sunfish) do not need to be stocked. Bluegill are very prolific spawners and seem to be doing well in Woods Creek Lake.

Other fish related recommendations:

Common Carp

Remove common carp from the lake whenever possible. Try holding an annual carp derby to encourage kids and other anglers to harvest carp. Offering a bounty of \$0.25-\$0.50 per lb. and prizes for the biggest carp, most carp caught, etc. can increase participation. Bowfishing during the spring when carp are inshore spawning is another good way to remove carp from the lake, if approved by the Village. Carp that are not eaten can be used as fertilizer in the garden or simply tossed out in the trash.

***2017 and 2022 Recommendation for common carp**

Contact your IDNR fishery biologist if there is interest in an active carp removal via electrofishing. The LITH Parks and Rec Department would need to provide at least two netters/fish handlers as well as a dumpster to dispose of the carp.

Spillway

If the spillway is deemed structurally sound and flow conditions are suitable, it may be advantageous to retrofit the spillway with a horizontal bar spillway screen to prevent stocked fish from emigrating from the lake during high water events.

Contact your IDNR District Fishery Biologist in the Fall of 2024 for to schedule a follow up survey in the Spring of 2025.

Table 1: Lake Management Goals

Species and Index	Desirable Goal	2008* Survey	2017** Survey	2021** Survey
Largemouth Bass catch rate	60/hr	47/hr	108/hr	123/hr
Proportional Stock Density	40 - 60%	32	70	71
Relative Stock Density (15 in.)	15 - 30%	12	23	31
Relative Stock Density (18 in.)	1 - 10%	0	4	3
Young-to-Adult Ratio	1-3	0.9	0.3	.11
Relative Weight (Wr)	90-110	93	93	92
Bluegill catch rate	120/hr	171/hr	293/hr	348/hr
Proportional Stock Density	15 - 30%	52	47	31
Relative Stock Density (7 in.)	6-10%	5	15	2
Relative Stock Density (8 in.)	1 -5%	0	0	0
Black Crappie total catch	>20	6	8	27
Average length (in)		8.5 in	8.3 in	9.0
Channel Catfish total catch	>10	12	2	13
Average length (in)		15.6 in	14.9 in	18.5
Walleye total catch	>5	18	2	0
Average length (in)		12.4 in	18.9 in	NA
Northern Pike total catch	>5	4	0	0
Average length (in)		17.8	NA	NA
Smallmouth Bass total catch	>5	0	2	6
Average length (in)		NA	14.7 in	15.4 in

NA indicates not applicable due to low catch

** indicates a September survey date*

*** indicates a May survey date*

Table 2: Summary of Catch

Species	Number Collected	Length (Inches)			Weight (pounds)	
		Min	Max	Avg.	Min	Max
Largemouth Bass	92	5.08	19.45	12.38	0.05	4.12
Bluegill	58	2.17	7.20	4.90	0.00	0.29
Black Crappie	27	6.18	11.97	8.98	0.12	0.90
Gizzard Shad	14	6.73	14.72	8.41	0.11	1.30
Channel Catfish	13	15.20	32.60	18.50	1.21	17.84
White Sucker	8	16.30	17.44	16.69	1.74	2.32
Bluntnose Minnow	7	2.17	2.80	2.37		
Smallmouth Bass	6	11.57	17.24	15.42	0.68	2.39
Common Carp	3	20.16	26.65	24.20	4.96	10.68
Green Sunfish	3	3.66	5.87	5.12	0.12	0.13
Yellow Bullhead	1	12.13	12.13	12.13	0.98	0.98
Muskellunge	1	25.51	25.51	25.51	3.71	3.71
Warmouth	1	5.59	5.59	5.59		
Grand Total	234					

Table 3: Summary of stocking (provided by LITH Parks and Rec):

Year	Species	Quantity	Size
2021	Bluegill	300	2-4"
2021	Muskie	10	10-12"
2021	Tiger Muskie	10	9-12"
2021	Walleye	100	6-8"
2020	Northern Pike	50	9-12"
2020	Walleye	750	5-7"
2020	Yellow Perch	200	5-7"
2017	Channel Catfish	3250	7-8"
2017	Largemouth Bass	250	5-8"
2017	Largemouth Bass*	160	5-8"
2017	Sunfish	100	3-6"
2017	Tiger Muskie*	27	10-12"
2017	Walleye*	240	5-7"
2017	Yellow Perch	300	6-8"
2017	Yellow Perch*	340	6-8"
2016	Channel Catfish	3250	7-8"
2016	Largemouth Bass	250	5-8"
2016	Sunfish	100	3-6"
2016	Yellow Perch	300	6-8"
2015	Channel Catfish	3250	7-8"
2015	Largemouth Bass	250	5-8"
2015	Sunfish	100	3-6"
2015	Yellow Perch	300	6-8"
2014	Channel Catfish	3250	7-8"
2014	Walleye	1000	6"
2014	Yellow Perch	300	6-8"
2013	Channel Catfish	3250	7-8"
2013	Largemouth Bass	250	5-8"
2013	Northern Pike	300	8"
2013	Sunfish	100	6-8"
2013	Yellow Perch	300	6-8"
2012	Channel Catfish	3250	7-8"
2012	Walleye	1000	6"
2012	Yellow Perch	300	6-8"
2011	Channel Catfish	3250	7-8"
2011	Large Mouth Bass	250	5-8"
2011	Sunfish	200	6-8"
2011	Walleye	1000	6"
2011	Yellow Perch	300	6-8"

* Denotes special donation stocking in November of 2017