



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 10, 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. Ordinance Authorizing the Disposal of Surplus Property
 2. Ordinance Approving Third Addendum to the Push Tax Tolling Agreement
 3. Informational Item concerning the 2023 Indian Trail Beach Operation Review
 - B. Public Works
 1. Informational Item concerning Engineering Services Master Agreements
 2. Additional Purchase of Water Conditioning Bulk Softener Salt
5. Board of Trustees
6. Village President
 - A. Proclamation – World Polio Day (Thursday)
7. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [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: October 10, 2023

DEPARTMENT: Administration

SUBJECT: Ordinance Authorizing the Disposal of Surplus Property

EXECUTIVE SUMMARY

The Illinois Municipal Code requires adoption of an Ordinance to dispose of surplus property, which is either is no longer functional or is no longer valuable to Village operations. The attached Surplus Property Listing in Exhibit A identifies items that meet the criteria for being declared surplus. The listing includes seven items with a total estimated value of \$1,560.00 that the Village would attempt to sell by auction. Any items that do not sell would be recycled or otherwise disposed of.

The attached Ordinance formally declares this property as surplus and authorizes the Village Administrator to determine the appropriate means of disposal.

FINANCIAL IMPACT

Estimated value of property listed in Exhibit A is approximately \$1,560.00.

ATTACHMENTS

1. Proposed Ordinance
2. Exhibit A

RECOMMENDED MOTION

Motion to adopt the Ordinance authorizing the disposal of surplus property owned by the Village.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023- _____

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

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

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

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

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

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

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

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

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

Passed this 12th day of October 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 12TH DAY OF OCTOBER, 2023





Village President, Ray Bogdanowski

(SEAL)




ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
1	Pelican Case containing Canon Digital EOS Rebel XT camera with standard lens, Quantaray Tech-10 3.8-5.6 28-200mm lens, Quantaray 1:4-5.6 70-300mm lens, Canon Speedlite 540EZ, Sunpak auto DX 8R	1	Digital Canon/EOS Rebel XT	n/a	n/a	Serviceable	\$ 300.00	Auction	
2	1995 Classic Equipment 16ft Trailer - 7000 lbs Axle. Pintle hook reciever.	1	1995 Classic Trailer (#7)	n/a	VN# 10WOLTH21SWO257 31 - Model #CLT6500E- 16ft	Serviceable	\$500.00	Auction	
3	2007 Wacker plate compactor WP-1540AW with wheel kit	1	2007 WP-1540AW (#6)	n/a	800243	Serviceable	\$300.00	Auction	
4	2003 lely spreader 500 lb capacity, adjustable	1	2003 Lely (#303)	n/a	2.32E+13	Serviceable	\$200.00	Auction	

Surplus Property Listing Exhibit A

Item #	Description	Qty	Year/ Make/ Model	Fixed Asset Number	Serial, VIN or Other ID Number	Disposition	Estimated Value	Disposal Method	Image
5	1992 Box Pulverizer (no other information)	1	1992	n/a	n/a	Serviceable	\$100.00	Auction	
6	iPad Air 2 - 16GB. Cell T-Mobile. Wiped, not locked, 'Find my' disabled. 9.7"screen. Sold As is (no charger, no case), Minor wear & Tear.	5	n/a	n/a	DMPPTAR3G5WQ DMPPTCK4G5WQ DMPQQLGXG5WQ DMPPTBDCG5WQ DMPQQKRXG5WQ	Unserviceable	\$90.00	Auction	
7	iPad Air 2 - 16GB. WIFI only. Wiped, not locked, 'Find my' disabled. 9.7"screen. Sold As is (no charger, no case), Minor wear & Tear.	1	n/a	n/a	DMPNP6HSGSVT	Unserviceable	\$70.00	Auction	



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2023

DEPARTMENT: Administration

SUBJECT: Ordinance Approving Third Addendum to the Push Tax Tolling Agreement

EXECUTIVE SUMMARY

The Village Board approved a Penny Per Push Amusement Tax ("Push Tax") on October 31, 2021, which generally requires the providers of video gaming machines ("Terminal Operators") to collect and remit a monthly tax equal to \$0.01 for each time a person makes a wager and plays a game on a video gaming machine.

Prior to the Village enacting the Push Tax, two other communities who had adopted similar Push Taxes were engaged in litigation with the Terminal Operators over the enforceability of the municipal Push Tax. Until those cases have fully progressed through the appeal process, our consortium recommends extending our tolling agreement with the Terminal Operators. As before, the tolling agreement reserves all legal claims and rights to pursue or defend the enforceability of the Push Tax once the tolling period expires.

The Board approved the initial Tolling Agreement through April 23, 2023. A Second Addendum extended the expiration of the Agreement to October 31, 2023. A Third Addendum is now being proposed to further extend the term another year through October 31, 2024, to allow sufficient time for the existing lawsuits to move their way through the court system. It is important to note that any party can terminate the Tolling Agreement at any point in time, allowing the municipalities to terminate early if favorable case law indicates the Push Taxes are likely to be upheld as valid and collectible.

The only notable concession in the Tolling Agreement is that the municipalities are foregoing any late payment penalties or interest assessments against the Terminal Operators during the pendency of the tolling period. However, the principal tax balance would still be collectible if the Push Tax is ultimately upheld as enforceable. If the Tolling Agreement is not approved, the Village would need to engage in ongoing collection and legal enforcement activities against all Terminal Operators, beginning in November.

FINANCIAL IMPACT

There is no precisely measurable financial impact from the ordinance extending the Tolling Agreement. Nonetheless, the fiscal advantage is the savings in administrative time and legal expense by not issuing notices of deficiency, conducting monthly hearings for the various Terminal Operators, and engaging in immediate litigation, all of which might be avoidable expense, depending on what the appellate court

cases decide. The cost savings are estimated to be \$5,000-10,000 per month in staff time and legal expense. There is a potential loss of interest income from the Tolling Agreement, but if the Push Tax is ultimately enforceable, then it would be de minimis in the larger scheme of potential new revenue, and if the Push Tax is not ultimately enforceable, then it would not be collectible anyway.

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTIONS

Motion to Approve an Ordinance Approving Entry of Third Addendum to Tolling Agreement with Video Gaming Terminal Operators for the Purpose of Tolling the Video Gaming Push Tax.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2023-_____

**An Ordinance approving entry of Third Addendum to
Tolling Agreement with Video Gaming Terminal Operators
for the purpose of tolling the Video Gaming Push Tax**

WHEREAS, the Village of Lake in the Hills, McHenry County, Illinois, ("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 power to tax and to incur debt, home rule powers and functions as granted in the Constitution of the State of Illinois; and

WHEREAS, subject to said Section, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public welfare; and

WHEREAS, the Village timely imposed an amusement tax of \$0.01 per push upon any person who participates in playing a video gaming terminal within its jurisdiction (collectively, the "Push Tax") to be collected and remitted by the video gaming terminal operators monthly; and

WHEREAS, in addition to the Village of Lake in the Hills, the Village of Algonquin, the Village of Carpentersville, the City of McHenry, and the City of Woodstock all have a genuine dispute relating to the collection and remittance of the Push Tax with the video gaming terminal operators; and

WHEREAS, there is litigation pending in the Appellate Court of Illinois First Judicial District, *Illinois Gaming Machine Operators Association, et al. v. The Village of Oak Lawn*, Case No. 23-0099, and in the Appellate Court of Illinois Second Judicial District, *Illinois Gaming Machine Operators Association v. City of Waukegan*, Case No. 2-22-0220, regarding the same or similar issues as are disputed between the municipalities and the video gaming terminal operators; and

WHEREAS, the Village desires to approve the entry of the Third Addendum to Tolling Agreement ("Agreement"), along with the other municipalities, with the video gaming terminal operators, for the purpose of amending language in Section 2 and 3 of the Agreement to extend the term of the Agreement through October 31, 2024, and

otherwise with such Agreement, as previously amended, remaining otherwise in full force and effect, and preserving its position during the pendency of the litigation; and

WHEREAS, the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to the Village of Lake in the Hills home rule powers and all other powers provided to it by Article VII, Section 6 of the Constitution of the State of Illinois, and all other statutory authority, have determined that entering into the agreement with the video gaming terminal operators will serve and be in the best interests of the safety and welfare of the Village, its resident and its visitors.

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

SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: The Third Addendum to Tolling Agreement by and between the Village of Lake in the Hills, the Village of Algonquin, the Village of Lake in the Hills, the City of McHenry, and the City of Woodstock, and J&J Ventures Gaming, LLC, Gold Rush Amusements, Inc., Accel Entertainment Gaming, LLC, Lattner Entertainment Group Illinois, LLC, Eureka Entertainment, LLC, Velasquez Gaming, LLC, Ashiq Gaming, LLC, and Pocket Aces Gaming, Inc. is hereby approved in substantially the form attached to this Ordinance as Exhibit A, subject to the Villages' Attorney review and approval.

SECTION 3: The Village President is hereby authorized and directed to execute on behalf of the Village of Lake in the Hills, the Tolling Agreement and all documentation related thereto.

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

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

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

Passed this 12th day of October 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 12TH DAY OF OCTOBER, 2023

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

THIRD ADDENDUM TO TOLLING AGREEMENT

This Third Addendum to Tolling Agreement (“Third Addendum”) is part of the Tolling Agreement (“Agreement”), dated June 23, 2022, entered by and between the VILLAGE OF ALGONQUIN, an Illinois municipal corporation, (“Algonquin”); the VILLAGE OF CARPENTERSVILLE, an Illinois municipal corporation, (“Carpentersville”); the VILLAGE OF LAKE IN THE HILLS, an Illinois municipal corporation, (“LITH”); the CITY OF McHENRY, an Illinois municipal corporation, (“McHenry”); and the CITY OF WOODSTOCK, an Illinois municipal corporation, (“Woodstock”), hereinafter individually a “Municipality” and collectively the “Municipalities,” and J&J VENTURES GAMING, LLC, an Illinois limited liability company, (“J&J”); GOLD RUSH AMUSEMENTS, INC., an Illinois corporation, (“Gold Rush”); ACCEL ENTERTAINMENT GAMING, LLC, an Illinois limited liability company, (“Accel”); LATTNER ENTERTAINMENT GROUP ILLINOIS, LLC, an Illinois limited liability company, (“Lattner”); EUREKA ENTERTAINMENT, LLC, an Illinois limited liability company (“UGG”), VELASQUEZ GAMING, LLC (“Velasquez”), an Illinois limited liability company, ASHIQ GAMING, LLC (“Ashiq”), an Illinois limited liability company, and POCKET ACES GAMING, INC. (“Pocket Aces”), an Illinois corporation, hereinafter individually a “Terminal Operator” and collectively the “Terminal Operators.” Said Agreement had been earlier amended by an August 2, 2022 Addendum between the Municipalities and the Terminal Operators to amend Section 4 of the Agreement and by an April 28, 2023 Second Addendum between the Municipalities and the Terminal Operator to amend Sections 2 and 3 of the Agreement to extend the expiration of the Agreement to October 31, 2023.

This Third Addendum is strictly intended to further amend language in Sections 2 and 3 of the Agreement, without further modifying or superseding the Agreement, as previously amended, as otherwise stated, with such Agreement, as previously amended, remaining otherwise in full force and effect, with its effective date being June 23, 2022 as though part of the original Agreement.

Sections 2 and 3 of the Agreement, as previously amended, is hereby further amended to read as follows:

2. Tolling. All applicable time periods or time related matters, including, but not limited to, statutes of limitation, statutes of repose, or equitable positions including waiver or laches, with respect to any claims, causes of action, or defenses the Municipalities and Terminal Operators may have against the other shall be tolled from June 23, 2022 through October 31, 2024 (the “Tolling Period”) with the exception that a party may withdraw earlier from this Agreement pursuant to Section 6 of this Agreement. No provision of this Agreement is intended to or shall be deemed to revive any statute of limitation or other applicable time period that has already expired prior to June 23, 2022 and that would not otherwise be tolled prior to June 23, 2022. No provision of this Agreement is intended to or shall be construed to shorten any applicable statute of limitation, or repose, or other applicable time period that has not expired as of June 23, 2022.
3. No Actions. No Municipality nor any Terminal Operator may bring an action on any claim or cause of action against the other until October 31, 2024 or until that specific Municipality or Terminal Operator withdraws from this Agreement pursuant to Section 6 of this Agreement. As to

any action on any claim or cause of action brought after the expiration of the Tolling Period or any claim or cause of action brought by a party after said party withdraws from this Agreement pursuant to Section 6 of this Agreement, the Municipalities or Terminal Operators may raise any defense based on any time period or time related matters, except that no claim, cause of action, or defense may include the Tolling Period of this Agreement as a basis of the claim, cause of action, or defense, including but not limited to, statutes of limitation, statutes of repose, waiver or laches. During the Tolling Period, no Municipality need send any notice of failure or deficiency relating to the collection or remittance of the Push Tax and no Terminal Operator need file any written protest to preserve their respective claims (and the failure to do so shall not act as a bar to any claim or defense). Any written protest filed by any Terminal Operator and any pending administrative proceeding pursuant to said written protest as of the date of this Agreement shall be stayed until the expiration of the Tolling Period or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement. Any notices related to a Push Tax already issued by any Municipality as of the date of execution of this Agreement do not need to be responded to by a Terminal Operator, whether by written protest or other similar mechanism, until the expiration of the Agreement or until that Terminal Operator or Municipality withdraws from this Agreement pursuant to Section 6 of this Agreement.

[SIGNATURE PAGE FOLLOWS]

VILLAGE OF ALGONQUIN

By: _____

Print Name: _____

Its: Authorized Agent

VILLAGE OF LAKE IN THE HILLS

By: _____

Print Name: _____

Its: Authorized Agent

CITY OF WOODSTOCK

By: _____

Print Name: _____

Its: Authorized Agent

ACCEL ENTERTAINMENT GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

EUREKA ENTERTAINMENT, LLC

By: _____

Print Name: _____

Its: Authorized Agent

VELASQUEZ GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

VILLAGE OF CARPENTERSVILLE

By: _____

Print Name: _____

Its: Authorized Agent

CITY OF MCHENRY

By: _____

Print Name: _____

Its: Authorized Agent

GOLD RUSH AMUSEMENTS, INC.

By: _____

Print Name: _____

Its: Authorized Agent

LATTNER ENTERTAINMENT
GROUP ILLINOIS, LLC

By: _____

Print Name: _____

Its: Authorized Agent

ASHIQ GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent

POCKET ACES GAMING, INC.

By: _____

Print Name: _____

Its: Authorized Agent

J&J VENTURES GAMING, LLC

By: _____

Print Name: _____

Its: Authorized Agent



INFORMATIONAL MEMORANDUM

MEETING DATE: October 10, 2023
DEPARTMENT: Parks & Recreation
SUBJECT: 2023 Indian Trail Beach Operation Review

EXECUTIVE SUMMARY

On March 21, 2023, staff presented the Village Board an informational memorandum regarding an update to Chapter 8 of the Municipal Code related to Parks, Lakes, and Beaches. While there was discussion related to Woods Creek Lake as a whole, the primary topic of conversation was Indian Trail Beach (“ITB”) operations. During the meeting, the Village Board provided direction to hire beach attendants, who would lock the gates and control access to the beach. Resident feedback at the meeting also requested restrictions on boating and fishing from ITB during the beach season of Memorial Day to Labor Day. The following 2023 beach operation review summarizes the challenges and provides recommendations for the 2024 beach season.

OVERALL OPERATIONS

2023 Approach

Summary: As the beach season approached, staff went through the annual process of opening the beach, which included contacting the McHenry County Department of Health to schedule an inspection and regular water sampling/testing, renewing the beaches as swimming facilities with the Illinois Department of Public Health, and engaging Public Works to assist with setting buoy lines and preparing the beaches to open. Staff created new signs and banners to reflect the updated policies more clearly and had anticipated a Memorial Day weekend opening for the beach. Weather was such that the gates to the beach were opened in mid-May from sunrise to sunset prior to signage being in place and before having staff available to monitor the proof of residency requirement.

Historically, the responsibility for opening and closing the beaches had fallen to the Police Department (PD). During the 2023 season, the beach attendants opened and closed the access points to ITB, while the PD opened and closed Butch Hagele Beach, following ITB’s operating hours. The attendants at ITB were responsible for checking residency status, taking hourly attendance (including those turned away), and performing opening/closing maintenance duties. Beach attendants also restricted boats and/or fishing poles from going through the gates to enforce the “no boating” and “no fishing” rules.

Challenges: The mid-May opening of the beach caused confusion when the residency requirements began being enforced over Memorial Day weekend. Patrons who had been able to visit the beach for two weeks without issue were then required to show proof of residency. This caused a few issues with patrons who were not aware of the requirement or who did not agree with the approach.

Staff responded to a resident concern about boats pulling ashore, to the north side of the beach, and this was addressed during set-up with the placement of posts and yellow rope to provide a visual and physical

barrier to boat parking. Staff also modified operations to restrict access to the memorial garden, in order to limit access to the beach to a single point of entry where proof of residency could be verified.

Finally, feedback was received that people turned away from ITB were simply going over to Butch Hagele Beach since it was not staffed.

Recommendation(s) or Discussion:

Staff recommends following the process established during the 2023 season with the following changes:

- Post signage upon placement of buoys in the swim area so that early patrons understand that restricted access begins with the beach season on Memorial Day weekend.
- Alternatively, the Board may prefer to keep the beach closed regardless of the weather conditions until the beach is formally opened on Memorial Day weekend.
- Unless given direction by the Board to do otherwise, staff would not recommend staffing Butch Hagele Beach.
- Based on direction, staff will review and update daily maintenance checklists and duties for beach attendants.

Dates and Hours

Summary: Prior to the beach season, staff made the decision to open the beaches between Memorial Day through Labor Day, Monday through Sunday, from 10:00 AM to 7:30 PM. The consistency in the hours allowed for staff schedules of 9:30 AM to 3:00 PM (5.5 hours) and 3:00 PM to 8:00 PM (5 hours).

Challenges: Staff received both positive and negative feedback on the hours of operations. There were certain residents who like to have the opportunity to visit the beach both early in the morning and at sunset, to appreciate the peacefulness of the lake. One of the concerns is identified in a letter from a resident (Attachment 1). Other residents provided feedback that they liked that the beach was closed in the evening and limited large crowds.

Recommendation(s) or Discussion:

Staff feels that the set beach hours provided manageable work shifts and would not recommend expanding the hours. Staff would also recommend against allowing the beach to remain open while not staffed, as unrestricted access to the beach during the evening hours could present additional challenges.

Police Presence / Calls for Service

Summary: Prior to the start of the beach season, the Parks and Recreation Department and the Police Department discussed the summer beach operations including opening/closing responsibilities, when to call the police for assistance, and an increased police presence during the season. During the beach season, patrol officers made daily rounds, checking in with the beach staff and/or following up on calls for service.

Following the beach season, staff contacted the Police Department for a history of calls for service starting with Memorial Day weekend. There were a total of 22 calls for service between May 27, 2023 and September 4, 2023, of these seven (7) occurred during Memorial Day weekend. Some of the calls for service were generated by beach staff to assist with issues that escalated or general concerns.

Challenges: An unexpected challenge in having a Village employee present at the gate was the public perception that they were lifeguards or that should be responsible for duties outside the intended scope of the beach attendant. Staff fielded a number of e-mails and phone calls from residents who misunderstood their role.

While the beach attendants were provided training to enforce ordinance violations and beach rules (i.e. no alcohol, swim within the buoy lines, etc.), it was difficult for any enforcement beyond simply requesting compliance. Beach attendants then had to escalate compliance issues to the police. The majority of the calls for service were for minor incidents.

Recommendation(s) or Discussion:

Early season training and communication between the Police and the attendants is critical, so that we ensure staff feels comfortable calling for assistance. Additionally, as Parks and Recreation is still navigating through establishing these new operational policies related to the beach, as issues arise, it will be important that communication is timely and accurate between departments.

STAFFING

Hiring, Training, Scheduling

Summary: Staff approached the beach season under the assumption that only two to three staff would need to be hired for the season based on the hours of operation. The weekly staff schedule totaled 73.5 hours per week and staff assumed this would be satisfied by a few individuals working 25-30 hours per week. During the interview process, staff quickly determined that the applicants interested in the position were looking for 15-20 hours per week and, as such, would require additional staff.

Challenges: Even with the additional number of hired attendants, it was challenging to fill shifts when there were called ins. Staff spent a considerable amount of time managing schedules and absences.

The increase in staff also required additional background checks and drug screens.

The Village hired additional beach attendants throughout the beach season. Two to three day camp staff were hired on to cover beach attendant shifts as well. The beach attendant position had a higher hourly salary than the day camp staff, and this posed some challenges as well.

One of the unexpected challenges with staffing was the return to school dates for most of the attendants. One individual ended her employment as early as July 31 so that she could leave for college. The other attendants, who were returning to high school, had a mid-August start date, which left the weekday operations without coverage through Labor Day.

Recommendation(s) or Discussion:

- Align the beach attendant hourly wage with the day camp staff.
- Hire four to five staff from the onset to account for time off.
- Consider the term of the beach season in relation to back-to-school start dates in mid-August. Recommendation is to revert to weekend only monitoring, but allow for beach access through the end of the season, similar to what was done this year. Signage would remain indicating resident only, regardless of available enforcement.

BEACH STATISTICS

Days closed due to McHenry County Department of Health: 2

Days closed due to blue/green algae: 20

Days closed due to inclement weather: 3

Highest attendance taken: 108

Number of patrons turned away (season): 61

Number of shelter rentals: 12

Parks and Rec. Special Events: 2 -Beach Bash and LITH Fishing Tournament in memory of Connor Kincaid

FINANCIAL IMPACT

None

ATTACHMENTS

1. Letter from resident related to Indian Trail Beach operations / hours.

SUGGESTED DIRECTION

This item is being presented for discussion.

From: [Margaret Miller](#)
To: [Trevor Bosack](#)
Subject: Indian Trail Beach/Woods Creek Lake - Summer Hours
Date: Sunday, June 4, 2023 7:39:32 PM

June 1, 2023

TO: Village of Lake in the Hills
Parks and Recreation Board

This is a letter of complaint regarding the new summer hours for Indian Trail Beach 10:00 am-7:30 pm. I am a Lake in the Hills resident.

As someone who uses Indian Trail Beach regularly year around, it makes absolutely no sense to block residents from using the beach, dawn to dusk, especially during the prime season of summer.

The best things about having Lake in the Hills parks open from dawn to dusk is that it accommodates many different life schedules. For example, residents who work Monday through Friday during the day, 10 am-7:30 pm leaves virtually little time for park use. By the time you get home, have dinner, residents can't get to the beach/lake until it is almost closed. For residents who prefer early morning or pre-dusk hours that availability is totally closed-off.

For the record, I have never once not been able to park at Indian Trail Beach when I go in the evening nor have I ever seen the beach "over-run" with visitors at this time of day. If the Village is concerned about non-villagers using the beach then put an attendant there during prime hours on Saturday, Sunday and holidays, days when non-villagers are most likely to be there. As for other rule-breaking, I have not seen it, save for two guys pulling in their kayaks across the beach one evening.

On a related matter, the boat launch does not have the same summer hour restrictions. Village residents who are in a boat can use and enjoy Woods Creek, dawn to dusk, for approximately 15 hours. Yet residents not in a boat can only use the lake at Indian Trail Beach for 9-1/2 hours. All Lake in the Hills residents should have fair and equal access to Lake in the Hills parks.

Comparing Indian Trail Beach to Three Oaks is nonsensical. Three Oaks is a destination location: you go, have fun, then go home. Indian Trail Beach is entirely different. Indian Trail and Wood's Creek are in a neighborhood. People live all around the beach and lake. No one lives at Three Oaks.

Lake in the Hills Parks and Recreation services were established for the purpose of providing recreational programs and maintaining open spaces for residents to enjoy. Village residents can't enjoy open spaces to their full advantage if they are closed.

Please consider returning Indian Trail Beach summer hours to those of previous years - dawn to dusk. As it is, starting June 21st, the days are going to start getting shorter anyways.

Respectfully,
Margaret Miller



INFORMATIONAL MEMORANDUM

MEETING DATE: October 10, 2023
DEPARTMENT: Public Works
SUBJECT: Engineering Services Master Agreements

EXECUTIVE SUMMARY

Prior to 2020, the Village had historically been served by multiple engineering firms as follows:

1. **Airport Engineer** - Crawford, Murphy & Tilly (“CMT”) since 2012
2. **Water Services Engineer** - Baxter & Woodman since 2007
3. **General Engineering** - HR Green through 2019

In 2019, Public Works recommended that the Village move to an “Engineering Pool” to handle the various projects within the Village. While CMT continued to provide airport related expertise and Baxter & Woodman remained the Water Services Engineer, general engineering was split across three firms as follows:

4. **Village Engineer and Development Services** – Baxter & Woodman
5. **Stormwater and Lakes**– Christopher B. Burke
6. **Motor Fuel Tax and Transportation Infrastructure Design** – Chastain and Associates

The intent in 2019 was to implement a system that would broaden the areas of expertise available to Village staff; however, each of these firms in their own right has the depth of experienced staff to be able to cover all Village needs. It was also believed that the multi-engineer system would foster competition between firms; however, with pre-defined roles and annual renewals of the Master Agreements, the system has not had the desired impact. Unfortunately, with the Village’s engineering contract split as it is, the value to any of those individual firms is diminished.

After operating for several years under this multi-engineer system, Staff is recommending that the Village simplify its engineering model by reverting back to a single primary engineer that can service all general engineering, stormwater and streets/MFT related needs. Having a “one stop shop” for all engineering will improve operations in several ways.

First, there will be a significant reduction in the amount of staff time currently required to manage three separate engineering relationships. With services split three ways, there are three separate primary contacts from each of the firms, which requires more meetings, phone calls, emails and general oversight for each of them. In addition, each firm manages their task orders and billing differently, requiring more administrative work than necessary.

The change to a single engineer would allow for a single point of contact for all the Village’s needs. Staff can easily identify progress across projects and address questions or concerns in one conversation. Under

a single engineering contract, Staff believes the Village would also have more leverage to secure top tier support. In addition, this model ensures that the engineer has a broader understanding of Village priorities and initiatives, as well as infrastructure needs and operational challenges. This will make the engineer more effective as they perform their work and when providing guidance for decision making.

With the Airport and water systems being unique, Staff is very comfortable retaining CMT and Baxter & Woodman respectively to continue providing engineering services related to those specializations. Staff is recommending the consolidation of the remaining engineering services and is seeking the Board's direction before moving forward.

Contracts for professional services of individuals possessing a high degree of professional skill do not require competitive bidding. Staff recommends selecting the desired firm based on their knowledge and experience with the Village and the results of their past performance. Once a contract has been negotiated, it would be brought back in front of the Board for consideration at a future meeting. The alternative would be to continue under our existing multi-engineer model, requiring approval of the Master Agreements in December.

FINANCIAL IMPACT

For reference, below is the distribution of engineering expenses across firms based on FY2022 invoicing:

Engineering Firm	Total FY2022 Expenditures
Christopher B Burke Engineering LTD	\$142,502.43
Chastain and Associates	\$200,401.71
Baxter & Woodman	\$56,078.05
Crawford, Murphy & Tilly	\$280,504.81

ATTACHMENTS

None.

SUGGESTED DIRECTION

Staff is seeking feedback and direction from the Board on whether to move forward with a single engineering firm for stormwater, streets, and general engineering services.



REQUEST FOR BOARD ACTION

MEETING DATE: October 10, 2023

DEPARTMENT: Public Works

SUBJECT: Additional Purchase of Water Conditioning Bulk Softener Salt

EXECUTIVE SUMMARY

Staff is requesting that the Board waive competitive bidding and approve an additional purchase of water conditioning bulk softener salt from Compass Minerals at an additional cost not to exceed \$28,000.

At the December 8, 2022 Board of Trustees meeting, the Board approved the purchase of 1105 tons of water conditioning bulk softener salt at a rate of \$132.73 per ton through Compass Minerals at a cost not to exceed \$146,666.65. Due to the warmer summer temperatures, deep Wells, 11, 14 and 15 required higher than anticipated run times. Increased production from the Village's deep well facilities requires more salt for the softening process. Based on projected water production through the remainder of 2023, staff is seeking approval for the purchase of an additional 208 tons of salt at the previously contracted rate of \$132.73 per ton. This purchase should be a sufficient quantity of salt to extend through the end of the year.

Since this expenditure exceeds \$10,000 and is more than 10% of the original approved cost, staff is requesting the Board approve a waiver of competitive bidding so that the additional purchase can be made at the previously approved rate of \$132.73 per ton through Compass Minerals. This additional expenditure will require a future budget amendment to the Water Operation and Maintenance fund.

FINANCIAL IMPACT

The FY2023 Budget contained \$146,688.75 for the purchase and delivery of softener salt. The Board approved an initial purchase for \$146,666.65, leaving just \$22.10 remaining. The additional purchase of \$28,000 would bring the total FY2023 cost to \$174,666.65. This expenditure would require a future budget amendment to the Water Operation and Maintenance Fund; however, the increased water production, which made the purchase necessary, has provided some offsetting revenue.

ATTACHMENTS

Bid Certification Form

RECOMMENDED ACTION

Motion to waive competitive bidding and approve an additional purchase of water conditioning bulk softener salt from Compass Materials at an additional cost not to exceed \$28,000.00.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM
2023 Water Conditioning Bulk Softener Salt

CONTRACTOR'S NAME: Compass Minerals America Inc.
ADDRESS: 9900 W. 109th St. Suite 100
Overland Park, KS 66210

1. COST OF WORK:

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

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

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

Product	Estimated Quantity (Tons)	Price Per Ton	Extension
Water Conditioning Bulk Softener Salt (per the RFP specifications)	1,105	\$ 132.73	\$ 146,666.65

[Include a price per ton as well as an extension price. The extension price is the price per ton multiplied by 1,105]

2. COSTS:

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

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

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

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

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

contract.

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

3. DELIVERY REQUIREMENTS:

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

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said 2023 Water Conditioning Bulk Softener Salt, [he/she] will completely perform the contract in strict accordance with its terms and conditions from January 1, 2023 until December 31, 2023.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2023 Water Conditioning Bulk Softener Salt, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

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

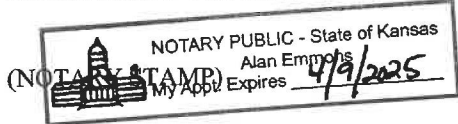
Dated at 2:00 PM this 7th day of November, 2022

By: Bruce Jardon
(signature)

Its: National Sales Manager - Industrial
Title

Bruce Jardon, being duly sworn, deposes and states that he/she is the National Sales Manager - Industrial of Compass Minerals America Inc. and that the statement above is

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



Alan Emmons
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this 8 day of December, 2022

By: [Signature]
(signature)

Title: Village President



Compass Minerals
9900 West 109th Street

Suite 100
Overland Park, Kansas 66210
www.compassminerals.com
913-344-9200

11/7/2022

Village of Lake in the Hills
Attn: Kevin Rivera
9010 Haligus Rd.
Lake in the Hills, IL 60156

Dear Mr. Rivera:

This letter will serve as our quote on your request for bid for bulk water softener salt (Southern Coarse Rock Salt).

Product will be delivered to Lake in the Hills, IL in a pneumatic truck from our Chicago, IL facility.

Your delivered price to one location, including freight and fuel is \$132.73/Ton (see product data sheet). Should you accept the quoted price, the price is valid for one year starting on 1/1/2023 through 12/31/2023.

This quote is good for 60 days from date of this letter. If you accept the pricing, please sign below and return a copy along with a signed copy of the agreement at your earliest convenience.

If you have any questions, please feel free to contact me (913) 231-0794.

Regards,

Bruce Jardon
National Sales Manager- Industrial
Compass Minerals America Inc.
(913) 231-074 jardonb@compassminerals.com

Agreed: _____