



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JANUARY 9, 2024
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. McHenry County IGA for the Reimbursement of Costs Associated with the Randall Road Project
 2. Resolution for the Dedication of Dome Hill as a Nature Preserve Buffer
 3. Ordinance Amending Section 2.16 of Chapter 2 of the Municipal Code
 - B. Community Development
 1. Ordinance Denying Conditional Uses for Arias Truck Repair at 8545 Pyott Road
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: January 9, 2024

DEPARTMENT: Administration

SUBJECT: McHenry County IGA for the Reimbursement of Costs Associated with the Randall Road Project

EXECUTIVE SUMMARY

The County of McHenry (the "County") anticipates construction to begin in the Spring on the northern portion of the Randall Road improvement project, which extends from Polaris Drive/Acorn Lane in Lake in the Hills to Ackman Road in Crystal Lake. The project will include road widening and reconstruction, multi-use paths, sidewalks, traffic signals, bridges, sound walls, retaining walls and street lighting.

Since a portion of the County's improvement project falls within the Village's municipal boundaries and Randall Road is under the jurisdiction of the County, an intergovernmental agreement has been prepared to identify the responsibilities of each party and outline the reimbursement of costs for the project. A summary of the contents has been included below:

- Shared use bike path/walking path within the project area along the east side of Randall Road. The County has agreed to pay 100% of this improvement estimated at \$2,780,000, with the Village maintaining the new path once completed.
- Sidewalk within the project area along the west side of Randall Road estimated at \$1,720,000. The County will pay for 100% of this improvement, with the Village maintaining the sidewalk once completed.
- Water main modifications for the project will be the sole responsibility of the Village. The Village share for this work will be \$313,500.
- The County will construct a street lighting system along Randall Road, extending also onto Miller Road to Patton Avenue. The County will pay for 100% of this improvement, which is estimated at \$510,000.
- The County will reimburse the Village \$600 for each of the 95 trees removed from the County right-of-way during the project construction. This reimbursement of \$57,000 will offset the Village's costs associated with the planting of replacement trees within three years of project completion.
- Village assets at Ken Carpenter Park will need to be removed and relocated. This includes the electronic message sign, fencing, park sign and adjacent landscaping. The County will contribute a total of \$20,000 to offset the Village's expenses related to this work.
- The Village shall provide mowing operations along the specified areas on the east and west sides of Randall Road at 100% of the cost.
- The County will perform intersection improvements at Miller Road (East of Randall Road) at no cost

to the Village.

- The Village will grant a temporary easement in a northern section of Ken Carpenter Park adjacent to Miller Road for the construction of the proposed sidewalk and bike path improvements.
- The County will install Pace bus shelters along Randall Road at 100% their cost. The Village will not be responsible for any maintenance costs.

FINANCIAL IMPACT

The portion of the project cost attributable to the County is \$6,207,500, which includes a payment directly to the Village for reimbursable General Fund expenses totaling \$77,000. The Village's costs associated with the project are expected to be \$313,500 for water main modifications. This expenditure will require a budget amendment to the Water Operating and Maintenance Fund once the project is awarded.

ATTACHMENTS

1. Intergovernmental Agreement

RECOMMENDED MOTION

Motion to approve the Intergovernmental Agreement Between the Village of Lake in the Hills and the County of McHenry with Respect to the Reimbursement of Costs for the Randall Road Project.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE VILLAGE OF LAKE IN THE HILLS AND THE
COUNTY OF MCHENRY WITH RESPECT TO THE REIMBURSEMENT
OF COSTS FOR THE RANDALL ROAD PROJECT**

THIS AGREEMENT is entered into this _____ day of _____, 2024, by and between the Village of Lake in the Hills, a municipal corporation of the State of Illinois, hereinafter referred to as the **VILLAGE**, and the County of McHenry, Illinois acting by and through its County Board, a body politic and corporate of the State of Illinois, hereinafter referred to as the **COUNTY**. The **VILLAGE** and the **COUNTY** are collectively sometimes referred to as the **PARTIES**.

WITNESSETH

WHEREAS, the **COUNTY**, in order to facilitate the free flow of traffic and ensure the safety of the traveling public, is desirous of making certain roadway and non-motorized facility improvements along the Randall Road corridor between Ackman Road and Polaris Drive/Acorn Lane, in which a portion is within the Village of Lake in the Hills, including road widening and reconstruction, multi-use paths, sidewalks, traffic signals, bridges, sound walls, retaining walls and street lighting; and

WHEREAS, the above-listed construction work items, plus any other necessary associated work items, shall hereinafter be referred to as the **IMPROVEMENT**. The **IMPROVEMENT** shall also be referred to as **COUNTY** Section 06-00329-02-PW; and

WHEREAS, the **IMPROVEMENT** falls within the **VILLAGE**'s municipal boundaries and impacts the **VILLAGE**'s facilities; and

WHEREAS, Randall Road is under the jurisdiction of the **COUNTY**; and

WHEREAS, Miller Road (East of Randall Road), is under the jurisdiction of the **VILLAGE**; and

WHEREAS, the **IMPROVEMENT** will be of immediate benefit to the residents of the **COUNTY** and the **VILLAGE**; and

WHEREAS, a general depiction and the approximate limits of the **IMPROVEMENT** are as indicated in **EXHIBIT A** to **THIS AGREEMENT**, which is attached hereto and is hereby made a part hereof; and

WHEREAS, the **COUNTY** and the **VILLAGE** desire to install as part of the **IMPROVEMENT** landscaping, street lighting, as well as bicycle, pedestrian and transit facilities, hereinafter referred to as **ACCOMMODATIONS**; and

WHEREAS, the **IMPROVEMENT** shall be constructed in substantial conformance with the final design engineering plans and specifications prepared by TranSystems (hereinafter

PLANS), which by reference herein, hereby become a part hereof, and which have been provided to the VILLAGE for their review and comment; and

WHEREAS, the COUNTY and VILLAGE, in order to increase engineering efficiencies and reduce cost, desire to include the ACCOMMODATIONS with the IMPROVEMENT for bidding and contracting; and

WHEREAS, the COUNTY and the VILLAGE desire to have bus pads installed to promote mobility for all residents, to provide transportation choices, to preserve environmental quality, and to link transportation and land use through the assistance of Pace, the suburban bus and regional paratransit division of the Regional Transportation Authority; and

WHEREAS, the IMPROVEMENT necessitates the relocation or adjustment to VILLAGE water main facilities, hereinafter referred to as WATER MAIN MODIFICATIONS; and

WHEREAS, the COUNTY and VILLAGE, in order to increase engineering efficiencies and reduce cost, desire to include the WATER MAIN MODIFICATIONS with the IMPROVEMENT for bidding and contracting; and

WHEREAS, there is a VILLAGE electronic message sign, as well as a VILLAGE park sign, landscaping and fencing within property previously acquired by the COUNTY from the VILLAGE that is in conflict with the IMPROVEMENT; and

WHEREAS, the VILLAGE desires to install separately by the VILLAGE, gateway signs and other aesthetic features within the COUNTY right-of-way, which the VILLAGE shall submit an application post construction as part of the COUNTY's permit process; and

WHEREAS, the VILLAGE is the owner of Ken Carpenter Park lying generally south of Miller Road, west of Randall Road in which a temporary easement from the Ken Carpenter Park property is needed to construct the IMPROVEMENT; and

WHEREAS, the COUNTY has identified a VILLAGE owned parcel of land that requires a temporary easement be acquired in order to modify a portion of an existing VILLAGE bike path on the south side of Miller Road, identified as Parcel 0105T.E., hereinafter referred to as the TEMPORARY EASEMENT, legally described in EXHIBIT B and generally depicted in EXHIBIT C, which are attached hereto and incorporated herein; and

WHEREAS, the COUNTY has requested, and the VILLAGE agrees, that the VILLAGE will convey the TEMPORARY EASEMENT; and

WHEREAS, the Constitution of the State of Illinois, Article VII, Section 10, provides that units of local government may contract among themselves in any manner not prohibited by law or by ordinance; and

WHEREAS, an Intergovernmental Agreement is appropriate and is authorized and encouraged by Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act 5 ILCS 220/1 et seq.; and

WHEREAS, the Local Governmental Property Transfer Act, 50 ILCS 605/1, et seq., authorizes local governments to transfer property upon such terms as may be agreed upon by the corporate authorities of both units of local government; and

WHEREAS, the COUNTY by virtue of the authority as set forth in the Counties Code (55 ILCS 5/1-1001 et seq.), and the VILLAGE by virtue of its home rule authority and the authority as set forth in the Illinois Municipal Code (65 ILCS 5/1-1-5 et seq.), are authorized to enter into this agreement; and

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, made pursuant to all applicable statutes, local ordinances and authority, the COUNTY and the VILLAGE do hereby agree as follows:

**SECTION I.
Recitals/Headings**

1. The foregoing preambles are hereby incorporated herein as though fully set forth.
2. The “headings” as contained in THIS AGREEMENT are for reference only, and the actual written provisions, paragraphs and words of THIS AGREEMENT shall control.

**SECTION II.
COUNTY Commitments**

1. The COUNTY shall prepare, or cause to be prepared, a final version of the PLANS and contract letting documents for the IMPROVEMENT in accordance with COUNTY policies and standards. The VILLAGE shall have the opportunity to review and approve the PLANS prior to the letting of the IMPROVEMENT, the approvals of which shall not be unreasonably withheld by the VILLAGE.
2. The COUNTY agrees to incorporate the WATER MAIN MODIFICATIONS designed by the VILLAGE into the PLANS at no cost to the VILLAGE subject to reimbursement from the VILLAGE as described in EXHIBIT D to THIS AGREEMENT, which is attached hereto and is hereby made a part hereof.
3. The COUNTY shall prepare, or cause to be prepared, all necessary documents for any rights-of-ways or easements, either permanent or temporary, that may be necessary to construct the IMPROVEMENT, inclusive of plats, deeds and legal descriptions that may be necessary to acquire those rights-of-ways or easements, either permanent or temporary.

4. The COUNTY shall cause the IMPROVEMENT to be constructed and to perform, or cause to be performed, the construction engineering supervision for the IMPROVEMENT in accordance with COUNTY procedures and requirements.
5. The COUNTY shall cause the IMPROVEMENT to be constructed in a way to ensure uninterrupted operation of the VILLAGE water main during construction activities and shall coordinate with the VILLAGE regarding maintenance and operation of the VILLAGE water main.
6. The COUNTY shall pay for all project costs including, without limitation, design engineering, surveying, land acquisition, construction, construction engineering supervision, demolition, restoration of impacted areas, vegetation, tree, and stump removal, and removal of all waste and debris, for the IMPROVEMENT subject to reimbursement from the VILLAGE as described in EXHIBIT D to THIS AGREEMENT.
7. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the VILLAGE for the replacement of ninety-five (95) trees to be planted on property owned or under the control of the VILLAGE. Planting and establishment of the ninety-five (95) trees will be accomplished within three (3) years of the completion of the IMPROVEMENT. The VILLAGE shall plant all trees within McHenry County.

The COUNTY shall pay the VILLAGE fifty-seven thousand dollars (\$57,000.00) for the cost of the tree replacement. The COUNTY shall pay said amount within sixty (60) days of notification to the VILLAGE by the COUNTY of the contract award of the IMPROVEMENT. The compensation provided by the COUNTY will constitute its total obligation for tree replacement incurred as a result of the IMPROVEMENT.

8. The COUNTY shall construct a shared-use path on the east side of Randall Road as shown on the PLANS and within the VILLAGE's municipal boundary at no cost to the VILLAGE. Following completion, the VILLAGE shall be responsible for maintenance of the shared use path at no cost to the COUNTY.
9. The COUNTY shall construct a sidewalk on the west side of Randall Road as shown on the PLANS and within the VILLAGE's municipal boundary at no cost to the VILLAGE. Following completion, the VILLAGE shall be responsible for maintenance of the sidewalk at no cost to the COUNTY.
10. The COUNTY shall issue a facility permit to the VILLAGE for the shared-use path on the east side of Randall Road as shown on the PLANS and within the VILLAGE's municipal boundary. Special conditions to a facility permit shall be limited to those listed in EXHIBIT E, which is attached hereto and is hereby made a part hereof.
11. The COUNTY shall issue a facility permit to the VILLAGE for the sidewalk on the west side of Randall Road as shown on the PLANS and within the VILLAGE's municipal

boundary. Special conditions to a facility permit shall be limited to those listed in EXHIBIT E, which is attached hereto and is hereby made a part hereof.

12. The COUNTY agrees to allow bus shelters to be constructed within the COUNTY right-of-way at the bus shelter pad location shown in the PLANS. The bus shelters shall include, but shall not be limited to, bicycle racks, digital bus arrival countdown signs, LED lighting, solar panels, advertising, and receptacles for recycling and trash.

The COUNTY may enter into a separate agreement with Pace to determine the costs and any cost proration between the COUNTY and Pace associated with the construction of the bus shelters. The COUNTY agrees that the VILLAGE shall not be obligated for any costs associated with the construction of the bus shelters or the concrete pad for a bus stop.

The COUNTY may enter into a separate agreement with Pace to determine the maintenance costs and any cost proration between the COUNTY and Pace associated with the maintenance of the bus shelters. The COUNTY agrees that the VILLAGE shall not be obligated for any costs associated with the maintenance of the bus shelters or the concrete pad for a bus stop.

13. The COUNTY shall construct intersection improvements at Miller Road (East of Randall Road) as shown on the PLANS and within the VILLAGE's municipal boundary at no cost to the VILLAGE.
14. The COUNTY shall maintain the sound wall and retaining wall that extend onto Miller Road, east of Randall Road, which is within the VILLAGE's roadway jurisdiction, at no cost to the VILLAGE.
15. The COUNTY shall construct a street lighting system along Randall Road to provide improved safety for the motoring public, bicyclists and pedestrians at no cost to the VILLAGE. A portion of the Randall Road lighting system extends on Miller Road between Randall Road and Patton Avenue. The COUNTY shall maintain the lighting system at no cost to the VILLAGE, including that portion that extends on Miller Road to Patton Avenue.
16. The COUNTY shall permit a breakaway VILLAGE gateway sign on Randall Road, south of Miller Road. The COUNTY shall issue a facility permit to the VILLAGE to install the gateway sign following substantial completion of the IMPROVEMENT.
17. The COUNTY agrees to compensate the VILLAGE \$7,500.00 for the removal and reinstallation of the VILLAGE's electronic message sign from within the COUNTY's right of way in which it previously acquired from the VILLAGE. The VILLAGE's reinstallation of the VILLAGE's electronic message sign shall be outside of the COUNTY right of way.

The COUNTY shall remit to the VILLAGE \$7,500.00 for the removal and reinstallation of the VILLAGE's electronic message sign within thirty (30) days of execution of THIS AGREEMENT.

18. The COUNTY agrees to compensate the VILLAGE \$12,500.00 for the removal and reinstallation of the VILLAGE's park sign, landscaping and fencing from within the COUNTY's right of way in which it previously acquired from the VILLAGE. The VILLAGE's reinstallation of the park sign, landscaping and fencing shall be outside of the COUNTY right of way.

The COUNTY shall remit to the VILLAGE \$12,500.00 for the removal and reinstallation of the VILLAGE's park sign, landscaping and fencing within thirty (30) days of execution of THIS AGREEMENT.

19. The Illinois Department of Transportation will let and award the IMPROVEMENT. The anticipated letting date for the IMPROVEMENT is March 8, 2024. (The letting date is subject to change, dependent upon project readiness and the availability of project funding.)
20. The COUNTY shall require the successful bidder to name the VILLAGE as an additional insured on any liability coverage required pursuant to such contracts.
21. The COUNTY shall, for itself and for those authorized by or through the COUNTY, including without limitation an authorized COUNTY contractor, and to the fullest extent permitted by law, hold harmless, indemnify and defend the VILLAGE, its commissioners, officers, agents, attorneys, employees, contractors and successors and assigns from and against any and all losses, liabilities, expenses, claims, costs, causes, actions, litigation costs, attorneys' fees, suits and damages relating to personal or bodily injuries, death or damages or injuries to property arising from, occurring, growing out of, incident to, relating to or otherwise resulting from any alleged act or omission related to the construction, installation, or use of the IMPROVEMENT by the COUNTY, its employees and authorized agents, or any authorized COUNTY contractor, or any of their respective officers, agents, contractors, employee or representatives (collectively, CLAIMS), except to the extent any such CLAIMS arise from the negligent acts or willful or wanton misconduct of the VILLAGE.

SECTION III. VILLAGE Commitments

1. The VILLAGE shall prepare, or cause to be prepared, the necessary surveys, obtain all necessary permits and perform the necessary design engineering for the WATER MAIN MODIFICATIONS at no cost to the COUNTY.
2. The VILLAGE shall assist with the inspection for the WATER MAIN MODIFICATIONS for the purposes of the VILLAGE's acceptance of the WATER MAIN MODIFICATIONS in accordance with the PLANS and the VILLAGE's procedures and requirements.
3. In accordance with the McHenry County Tree Planting and Replacement Policy, the COUNTY shall compensate the VILLAGE for the replacement of ninety-five (95) trees to

be planted on property owned or under the control of the VILLAGE. The VILLAGE shall plant and establish ninety-five (95) trees within three (3) years of the completion of the IMPROVEMENT, barring any *force majeure* event that would reasonably delay completion of the planting or cause the Village to incur a significant expense above its planned cost. The VILLAGE shall plant all trees within McHenry County. The VILLAGE shall be responsible for any and all maintenance associated with the trees at no cost to the COUNTY.

The VILLAGE certifies that it has a tree planting program to facilitate the expenditure of these funds and that the trees planted will only serve as a public benefit and that the funds will be utilized to purchase and install trees per THIS AGREEMENT. The VILLAGE agrees that no tree purchased with funds provided pursuant to THIS AGREEMENT shall be placed on private property. Such placement of trees on private property shall be grounds for immediate breach of THIS AGREEMENT and the VILLAGE will be required to immediately return to the COUNTY all funds used to place trees on private property.

4. Upon substantial completion of the IMPROVEMENT, the VILLAGE shall own, operate and maintain the shared-use path on the east side of Randall Road as shown on the PLANS and within the VILLAGE's municipal boundary at no cost to the COUNTY. The VILLAGE shall submit an application for a facility permit to the COUNTY for said shared-use path.
5. Maintenance is defined as any activity necessary to cause the shared-use path to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future, within the limits of this IMPROVEMENT, the COUNTY shall repair the shared-use path at no cost to the VILLAGE. Upon substantial completion of the IMPROVEMENT, the VILLAGE shall own, operate and maintain the sidewalk on the west side of Randall Road as shown on the PLANS and within the VILLAGE's municipal boundary at no cost to the COUNTY. The VILLAGE shall submit an application for a facility permit to the COUNTY for said sidewalk along Randall Road.

Maintenance is defined as any activity necessary to cause the sidewalk to function in accordance with VILLAGE standards for public improvements. However, should the COUNTY reconstruct Randall Road in the future within the limits of this IMPROVEMENT, the COUNTY shall repair the sidewalk at no cost to the VILLAGE.

6. The VILLAGE agrees to allow bus shelters to be constructed within the COUNTY right-of-way at the bus shelter pad location shown in the PLANS. The bus shelters shall include, but shall not be limited to, bicycle racks, digital bus arrival countdown signs, LED lighting, solar panels, advertising, and receptacles for recycling and trash.

The VILLAGE agrees to waive in writing any requirements of the Lake in the Hills Municipal Code, Lake in the Hills Zoning Code, the Subdivision Control Ordinance, etc. so long as the bus shelter conforms to the COUNTY's approved design for Pace bus shelters. Nothing herein is intended to, nor shall it, impair or prevent the Village from

addressing and/or enforcing any Municipal Code, Zoning Code, Building Code, and/or Subdivision Control Ordinance issue that is not in full compliance, excepting only any provision that was waived in terms of the initial construction of the bus shelter.

The VILLAGE shall not be obligated for any costs associated with the construction or maintenance of the bus shelters or the concrete pad for a bus stop.

7. The VILLAGE shall remove, or cause to be removed, the VILLAGE's electronic message sign from within the COUNTY's right of way by no later than May 1, 2024.
8. The VILLAGE shall remove, or cause to be removed, the VILLAGE's park sign, landscaping and fencing from within the COUNTY's right of way by no later than May 1, 2024.
9. The VILLAGE agrees the TEMPORARY EASEMENT shall be donated to the COUNTY for grading purposes for a period not to exceed five (5) years or upon project completion, whichever comes first, in exchange for the COUNTY's construction of the proposed sidewalk and bike path improvements within the VILLAGE's municipal boundary. The TEMPORARY EASEMENT is generally depicted in EXHIBIT C.

The VILLAGE agrees to execute the necessary documents to convey the TEMPORARY EASEMENT to the COUNTY for grading purposes for a period not to exceed five (5) years from the date of vesting title or until completion of construction operations, whichever occurs first.

10. The VILLAGE shall perform mowing operations along Randall Road within the VILLAGE's municipal boundaries/jurisdiction as described below at no cost to the COUNTY:
 - a. West Side of Randall Road:
 - i. Polaris Drive to the retaining wall south of Woods Creek Bridge (~800')
 1. Back of curb to the right-of-way.
 - ii. Turf area surrounding the bus stop south of Miller Road
 - b. East Side of Randall Road:
 - i. Commercial property frontage north of Acorn Lane (~350)
 1. Back of curb to right of way
 - ii. North of Commercial property to Woods Creek Bridge
 1. Back of curb to 5' east of the bike path
 - iii. Woods Creek Bridge to Miller Road
 1. Back of curb to the bike path
11. The VILLAGE agrees to allow the COUNTY to coordinate with the utility companies on the VILLAGE's behalf and issue permits to utilities for work to be conducted on VILLAGE roadways within the limits of the IMPROVEMENT, subject to the COUNTY and any utility company fully indemnifying and holding the VILLAGE harmless from any claimed or actual liabilities arising out of the IMPROVEMENT on Village property.

12. The VILLAGE agrees to allow the COUNTY to have access to its western right of way from Ken Carpenter Park, subject to the COUNTY fully indemnifying and holding the VILLAGE harmless from any claimed or actual liabilities arising out of the COUNTY's access over Village property. The COUNTY shall provide reasonable notice to the VILLAGE before gaining access to the right of way.
13. The VILLAGE agrees to allow the COUNTY to have access to its eastern right of way from Richard Taylor Park, also referred to as Morningside Park, subject to the COUNTY fully indemnifying and holding the VILLAGE harmless from any claimed or actual liabilities arising out of the COUNTY's access over Village property. The COUNTY shall provide reasonable notice to the VILLAGE before gaining access to the right of way.
14. Noise Ordinance Waiver: Village Ordinance 43.09 (C) restricts construction activity within the VILLAGE's municipal boundaries to be between the hours of 7am and 8pm. The VILLAGE agrees to extend these hours to be 6am to 9pm for the summer months of June through September to allow for the expedited construction of the IMPROVEMENT. In an effort to minimize the impact to traffic and businesses, certain portions of the project will be performed at outside the Ordinance parameters. For example, the installation of temporary culverts at Woods Creek will be constructed over the period of two evenings in order to avoid detouring Randall Road.

The VILLAGE agrees to waive and will not enforce Village Ordinance 43.09 (C), on an as-needed basis, during the IMPROVEMENT in order to allow "Construction Activity" to occur outside the identified hours of work. The COUNTY shall provide a 72-hour notice to the VILLAGE informing it of the need to work outside the identified hours of construction activity. VILLAGE staff will review the request and are authorized to approve the Ordinance Waiver provided it meets VILLAGE requirements. An Ordinance Waiver will not be unnecessarily withheld. Should the VILLAGE receive excessive residential complaints, a waiver can be revoked.

15. The VILLAGE shall reimburse the COUNTY for construction and construction engineering costs associated with the WATER MAIN MODIFICATIONS as described in EXHIBIT D to THIS AGREEMENT.
16. The VILLAGE shall remit to the COUNTY ninety-five percent (95%) of the construction and construction engineering costs relating to the WATER MAIN MODIFICATIONS for which the VILLAGE is responsible pursuant to THIS AGREEMENT and as more particularly described in EXHIBIT D, based upon awarded unit prices, within sixty (60) days of receiving notice of the contract award.
17. The VILLAGE agrees to reimburse the balance of the construction and construction engineering costs associated with the WATER MAIN MODIFICATIONS, based upon awarded unit prices, within sixty (60) days of receiving notice by the COUNTY of substantial completion of construction of the IMPROVEMENT. Substantial completion means the construction is sufficiently complete in accordance with the PLANS so that the

motoring public may travel in a normal traffic pattern, although punch list items remain to be completed.

18. The VILLAGE further agrees to pass a supplemental resolution to provide necessary funds for the WATER MAIN MODIFICATIONS if the amount appropriated proves to be insufficient, to cover said costs.

SECTION IV. General Provisions

1. THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY ENGINEER to maintain, operate, manage, improve, construct, reconstruct, repair, widen or expand COUNTY Highways as best determined, as provided by law.
2. Nothing contained in THIS AGREEMENT is intended or shall be construed as, in any manner or form, as creating or establishing a legal partnership or agency relationship between the PARTIES, or as establishing (i) the VILLAGE (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the COUNTY, (ii) the COUNTY (including its elected officials, duly appointed officials, employees and agents) as the agent, representative or employee of the VILLAGE, for any purpose or in any manner, whatsoever. Each PARTY is and shall remain independent of the other PARTY with respect to all rights exercised and obligations performed under THIS AGREEMENT.
3. Each person executing THIS AGREEMENT warrants and represents to the PARTIES (i) that he or she has the full and complete right, power and authority to execute THIS AGREEMENT and to agree to the terms, provisions, and conditions set forth in THIS AGREEMENT on behalf of the PARTY on whose behalf he or she is executing; (ii) that all legal actions necessary to authorize him or her to execute and deliver THIS AGREEMENT have been taken; and (iii) THIS AGREEMENT does not violate any presently existing provisions of law or any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to the PARTY on whose behalf he or she is executing.
4. The Effective Date of THIS AGREEMENT will be the first day of the month following the date upon which THIS AGREEMENT has been executed by the PARTIES.
5. The provisions of THIS AGREEMENT are severable. If any provision, paragraph, section, subdivision, clause, phrase or word of THIS AGREEMENT is for any reason held to be contrary to law, or contrary to any rule or regulation having the force and effect of law, such decision shall not affect the remaining portions of THIS AGREEMENT.
6. No claim as a third-party beneficiary under this AGREEMENT by any person, firm, or corporation, or entity shall be made, or be valid, against the PARTIES.

7. THIS AGREEMENT supersedes all oral agreements and negotiations between the PARTIES hereto relating to the subject matter hereof.
8. Any alterations, amendments, deletions, or waivers of any provision of THIS AGREEMENT shall be valid only when expressed in writing and duly executed by all PARTIES affected by such alteration, amendment, deletion, or waiver.
9. Any notice or communication required or permitted to be given under THIS AGREEMENT shall be in writing and shall be delivered: (i) personally, (ii) overnight by a reputable overnight courier, (iii) by certified mail, return receipt requested, and deposited in the U.S. Mail, postage prepaid, or (iv) by electronic mail. Electronic mail notices shall be deemed valid only to the extent that they are (a) actually received by the individual to whom addressed and (b) followed by delivery of actual notice in the manner described in either (i), (ii) or (iii) above within three business days thereafter at the appropriate address set forth below. Unless otherwise expressly provided in THIS AGREEMENT, notices shall be deemed received upon the earlier of (a) actual receipt; (b) one business day after deposit with an overnight courier as evidenced by a receipt of deposit; or (c) three business days following deposit in the U.S. Mail, as evidenced by a return receipt. By notice complying with the requirements of this Section, each PARTY shall have the right to change the address or the addressee, or both, for all future notices and communications to such PARTY, but no notice of a change of addressee or address shall be effective until actually received.

Notices and communications to the COUNTY shall be addressed to, and delivered at, the following address:

McHenry County Division of Transportation
16111 Nelson Road
Woodstock, Illinois 60098
Attention: Mr. Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer
Email: MCDOT@mchenrycountyil.gov

With a copy to:
McHenry County State's Attorney
2200 N Seminary Ave, Suite 150,
Woodstock, IL 60098
Attention: Assistant State's Attorney Tom Cahill
Email: tpcahill@mchenrycountyil.gov

Notices and communications to the VILLAGE shall be addressed to, and delivered at, the following addresses:

Village of Lake in the Hills
600 Harvest Gate
Lake in the Hills, IL 60156
Attention: Shannon Andrews, Village Administrator
Email: sandrews@lith.org

With a copy to:
ZRFM Law, LLC
50 N. Virginia Street
Crystal Lake, IL 60014
Attention: Brad Stewart, Village Attorney
Email: Address: bstewart@zrfmlaw.com

The requirements of this Section shall not be deemed to invalidate any notice actually received.

10. THIS AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto, their successors and assigns. None of the PARTIES hereto shall assign, transfer, sell, grant, convey, deed, cede or otherwise give over, in any manner or form, any of its duties, obligations and/or responsibilities as heretofore set forth in THIS AGREEMENT without first obtaining the expressed written consent and permission of the remaining PARTIES.
11. THIS AGREEMENT shall be enforceable in any court of competent jurisdiction in McHenry County by each of the PARTIES hereto by any appropriate action at law or in equity, including any action to secure the performance of the representations, promises, covenants, agreements, duties, responsibilities and obligations contained herein.
12. THIS AGREEMENT may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute THIS AGREEMENT.
13. THIS AGREEMENT shall be terminable only by the mutual written agreement of the PARTIES.

IN WITNESS WHEREOF, the PARTIES have executed this agreement on the dates indicated.

VILLAGE OF LAKE IN THE HILLS

ATTEST:

Shannon DuBeau
Village Clerk

By: _____
Ray Bogdanowski
Village President

Date: _____

COUNTY OF MCHENRY

ATTEST:

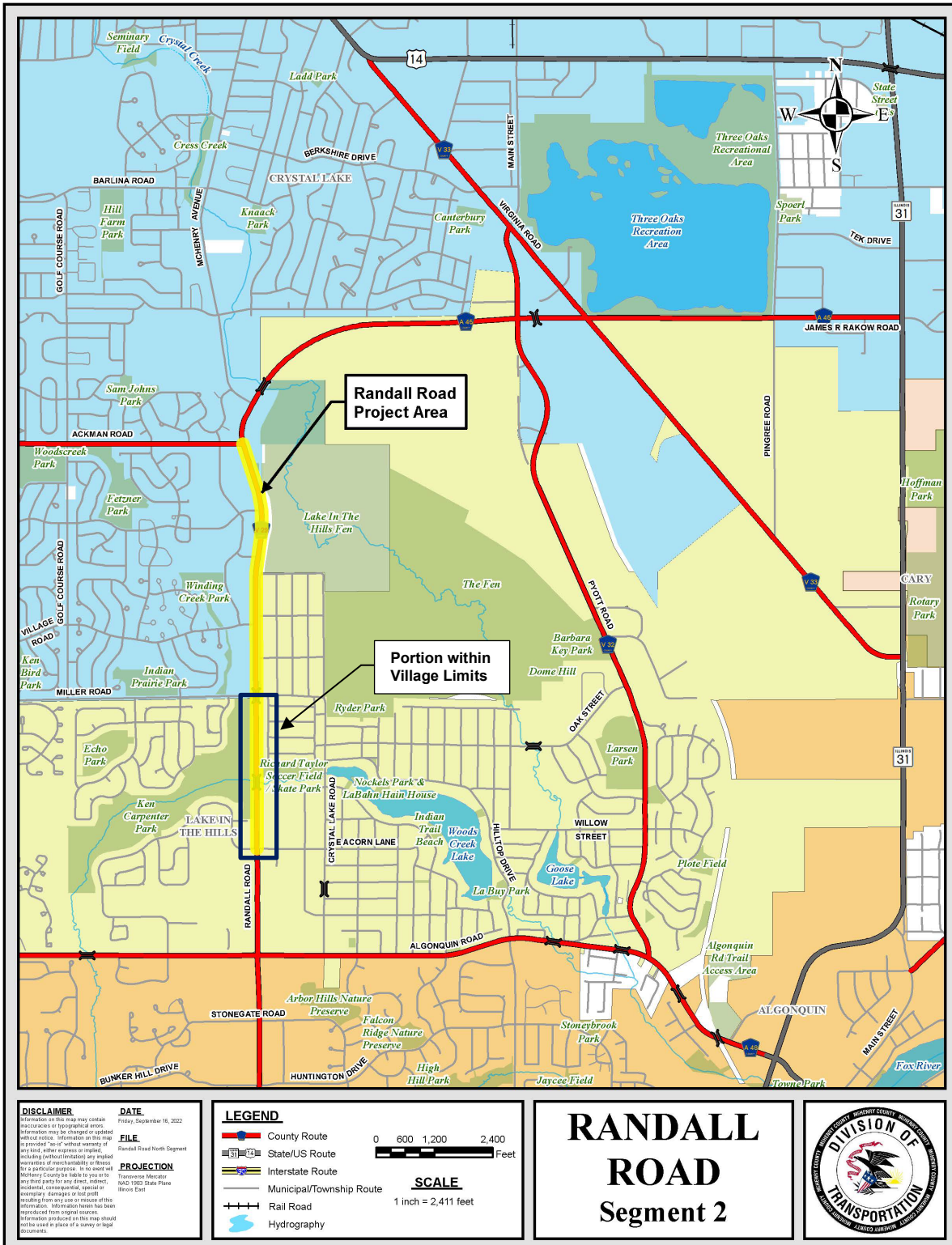
Joseph Tirio
McHenry County Clerk

By: _____
Michael Buehler
County Board Chairman

Date: _____

EXHIBIT A General Depiction of the IMPROVEMENT

The Improvement will generally be located in the area depicted in the map below.



DISCLAIMER
Information on this map may contain inaccuracies or topographical errors. Information may be changed or updated without notice. Information on this map is provided "as is" without warranty of any kind, either express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose. In no event will McHenry County be liable to you or to any third party for any direct, indirect, incidental, consequential, special or exemplary damages or lost profits resulting from any use or misuse of this information. Information herein has been reproduced from original sources. Information produced on this map should only be used in place of a survey or legal document.

DATE
Friday, September 16, 2022

FILE
Randall Road North Segment

PROJECTION
Transverse Mercator
NAD 1983 State Plane
Illinois East

LEGEND

- County Route
- State/US Route
- Interstate Route
- Municipal/Township Route
- Rail Road
- Hydrography

0 600 1,200 2,400 Feet

SCALE
1 inch = 2,411 feet

RANDALL ROAD Segment 2



EXHIBIT B
PARCEL 105T.E. LEGAL DESCRIPTION

Route : F.A.P. 336 (Randall Road)
Section: 06-00329-01-PW
County : McHenry
Job No.: R-55-001-97
Parcel : 0105T.E.
Sta. : 114+95.00 To Sta. 116+39.71

Index No. 19-19-429-015

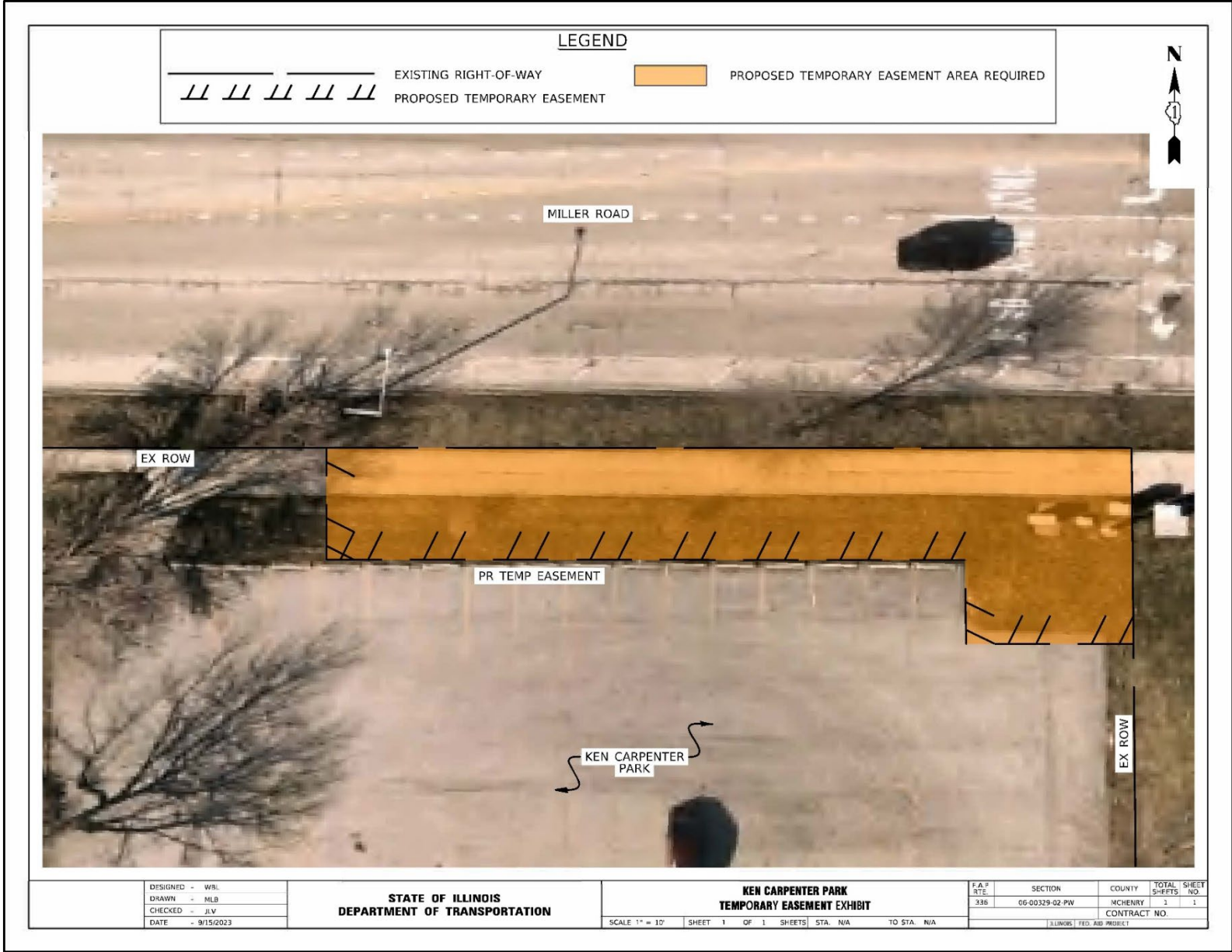
That part of Outlot K in Northstar Phase 2, being a subdivision of part of Sections 19 and 30, Township 43 North, Range 8 East of the Third Principal Meridian, according to the plat thereof recorded July 21, 1995 as document number 95R028895, in McHenry County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373735, described as follows:

Commencing at the northwest corner of said Outlot K; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of North 88 degrees 48 minutes 41 seconds East along the north line of said Outlot K, a distance of 115.35 feet to the point of beginning; thence continuing North 88 degrees 48 minutes 41 seconds East along the north line of said Outlot K, a distance of 144.36 feet to the west right of way line of Randall Road (County Highway 50) recorded May 9, 2018 as document number 2018R0015038; thence South 1 degree 45 minutes 16 seconds East along the said west right of way line of Randall Road (County Highway 50), a distance of 35.00 feet to a point 35.00 feet normally distant South of the north line of said Outlot K; thence South 88 degrees 48 minutes 41 seconds West along a line 35.00 feet normally distant South of and parallel with the north line of said Outlot K, a distance of 30.00 feet; thence North 1 degree 45 minutes 16 seconds West, a distance of 15.00 feet to a point 20.00 feet normally distant South of the north line of said Outlot K; thence South 88 degrees 48 minutes 41 seconds West along a line 20.00 feet normally distant South of and parallel with the north line of said Outlot K, a distance of 114.56 feet; thence North 1 degree 11 minutes 19 seconds West, a distance of 20.00 feet to the point of beginning.

Said temporary easement containing 0.077 acre, more or less.

Said temporary easement to be used for construction purposes.

EXHIBIT C
PARCEL 105T.E. LOCATION MAP



**EXHIBIT D
COST PARTICIPATION**

**Estimated Division of Costs for the
Randall Road Improvements
North Contract (Polaris Drive/Acorn Lane to Ackman Road)**

Item	Estimated Cost	Portion Attributable to the County					
		Maint %	Cost %	Const \$	DE 7%	CE 10%	County Total
Sidewalk	\$1,720,000	0%	100%	\$1,720,000	\$120,500	\$172,000	\$2,012,500
Shared-use Path	\$2,780,000	0%	100%	\$2,780,000	\$194,500	\$278,000	\$3,252,500
Water Main Modifications	\$285,000	0%	0%	\$0	\$0	\$0	\$0
Village Roadway Improvements	\$230,000	0%	100%	\$230,000	\$16,000	\$23,000	\$269,000
Lighting	\$510,000	100%	100%	\$510,000	\$35,500	\$51,000	\$596,500
Tree Replacement (95 Trees) Paid to the Village	\$57,000	0%	100%	\$57,000	-	-	\$57,000
Village Electronic Message Sign	\$7,500	0%	100%	\$7,500	-	-	\$7,500
Village Park Sign, Landscaping and Fence	\$12,500	0%	100%	\$12,500	-	-	\$12,500
Project Totals	\$5,602,000			\$5,317,000	\$366,500	\$524,000	\$6,207,500

Item	Estimated Cost	Portion Attributable to the Village					
		Maint %	Cost %	Const \$	DE 7%	CE 10%	Village Total
Sidewalk	\$1,720,000	100%	0%	\$0	\$0	\$0	\$0
Shared-use Path	\$2,780,000	100%	0%	\$0	\$0	\$0	\$0
Water Main Modifications	\$285,000	100%	100%	\$285,000	\$0	\$28,500	\$313,500
Village Roadway Improvements	\$230,000	100%	0%	\$0	\$0	\$0	\$0
Lighting	\$510,000	0%	0%	\$0	\$0	\$0	\$0
Tree Replacement (95 Trees) Paid to the Village	\$57,000	100%	0%	\$0	\$0	\$0	\$0
Village Electronic Message Sign	\$7,500	100%	0%	\$0	\$0	\$0	\$0
Village Park Sign, Landscaping and Fence	\$12,500	100%	0%	\$0	\$0	\$0	\$0
Project Totals	\$5,602,000			\$285,000	\$0	\$28,500	\$313,500

Engineer's Estimate of Probable Cost by TranSystems, Dated December 11, 2023

The Village's Estimated Initial Payment at Contract Award (95%) = \$298,000
The Village's Estimated Final Payment at Substantial Completion (5%) = \$15,500
The Village's Estimated Total Payment to McHenry County = \$313,500

EXHIBIT E
SPECIAL CONDITIONS FOR SIDEWALK AND BICYCLE PATH PERMIT



McHenry County
Division of Transportation

Joseph R. Korpalski, Jr., P.E.
Director of Transportation/County Engineer

SPECIAL CONDITIONS ATTACHMENT
FOR FACILITY PERMIT # FAC ???-2024
ISSUED ON ???, 2024
FOR SIDEWALK AND BICYCLE PATH ACCOMMODATIONS ON RANDALL ROAD
FROM MILLER ROAD TO ACORN LANE/POLARIS DRIVE

The following special conditions also apply to the above referenced permit:

1. This permit is for new sidewalk and bicycle path and ADA ramps (as applicable) along Randall Road from Miller Road to Acorn Lane/Polaris Drive.
2. The work will be constructed according to MCDOT's Randall Road Reconstruct plans, Section Number 06-00329-02-PW. The project design and construction are being led MCDOT.
3. An Intergovernmental Agreement (IGA) has been executed by both the County and the Village which outlines construction and maintenance responsibilities.
4. The sidewalk, bicycle path and ADA ramps (as applicable) shall be constructed to current ADA standards. The Village will be responsible for future work on the sidewalk, bicycle path and ADA ramps (as applicable) to maintain ADA compliance.

16111 Nelson Road • Woodstock • IL • 60098
Phone (815) 334-4960 • Fax (815) 334-4989



REQUEST FOR BOARD ACTION

MEETING DATE: January 9, 2024

DEPARTMENT: Administration

SUBJECT: Resolution for the Dedication of Dome Hill as a Nature Preserve Buffer

EXECUTIVE SUMMARY

Staff is seeking the Board's approval of a Resolution for the Dedication of Dome Hill as a Nature Preserve Buffer Addition to the Lake in the Hills Fen Nature Preserve.

Once called "Larsen's Dome Hill," the property was donated to the Village by the Larsen family back in 1993. At that time, Mr. Larsen shared that the property was a glacial deposit and had a beautiful vantage point due to its elevation. Mr. Larsen stated that all of the Fen, Barbara Key Park, a portion of Lake in the Hills and as far east as Route 31 could be seen from this property. At the time of its donation, he envisioned seeing a future walking path on the property that would not disturb the wildlife.

In 2022, Village staff was approached by the McHenry County Conservation District (MCCD) who had an interest in performing prescribed burns at Dome Hill as part of their routine maintenance of the adjacent Lake in the Hills Fen Nature Preserve. Prior to formalizing an agreement with MCCD to establish a conservation easement, representatives from the Illinois Nature Preserves Commission (INPC) joined the conversation. They identified a need to preserve Dome Hill due to its unique geology, as well as the ecological benefits related to its proximity to the Fen and the presence of an endangered species found on the site.

INPC staff approached the Village with the attached proposal to dedicate Dome Hill as a Nature Preserve Buffer to the Lake in the Hills Fen. The dedication of the Dome Hill property would increase the total size of the nature preserve area to 347.58 acres and allow for a cohesive management approach for the hill and the adjacent nature preserve. INPC staff is seeking support for the dedication of Dome Hill from the Village prior to making formal presentation to the Illinois Nature Preserves Commission in Springfield on January 23, 2024.

The dedication of the property would provide the greatest level of protection for Dome Hill, as well as the Fen below. In keeping with Mr. Larsen's vision, there is currently a trail connecting Dome Hill and the Fen, along with an observation area, which would remain. With the protection of the INPC, the property has the best opportunity to be restored and maintained in its natural state. As the INPC states in their report, "this buffer addition will further protect the wetland systems in the nature preserve, a dry gravel prairie, and the endangered prairie buttercup."

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Resolution
2. Exhibit A - INPC Proposal

RECOMMENDED MOTION

Motion to Approve the Resolution for the Dedication of Dome Hill as a Nature Preserve Buffer Addition to the Lake in the Hills Fen Nature Preserve.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2024-_____

**A Resolution in Support of a Proposal for Dedication
of Dome Hill as a Nature Preserve Buffer Addition
to Lake in the Hills Fen Nature Preserve**

WHEREAS, the Village of Lake in the Hills recognizes the critical importance of preserving and protecting natural ecosystems for the well-being of present and future generations; and

WHEREAS, the mission of the Illinois Nature Preserves Commission (INPC) is to assist private and public landowners in protecting high quality natural areas and habitats of endangered and threatened species, in perpetuity, through voluntary dedication or registration of such lands into the Illinois Nature Preserves System; and

WHEREAS, Gordon and Joan Larsen, as long-time residents of Lake in the Hills with a passion for the community, donated 4.46 acres of land to the Village, which is adjacent to the Lake in the Hills Fen Nature Preserve and commonly referred to as Dome Hill; and

WHEREAS, representatives of the Illinois Nature Preserves Commission have prepared Exhibit A, "A Proposal for Dedication of Dome Hill as a Nature Preserve Buffer Addition to the Lake in the Hills Fen Nature Preserve", which will be presented for consideration at a future meeting of the Illinois Nature Preserves Commission; and

WHEREAS, the proposal establishes that the designation of Dome Hill as a buffer zone to the Lake in the Hills Fen Nature Preserve safeguards the wetland systems in the adjacent nature preserve, protects the presence of an endangered species at the site, in addition to providing habitat for other species, and allows for cohesive management of the property.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the Village of Lake in the Hills, McHenry County, State of Illinois.

SECTION 1: The Village of Lake in the Hills supports the dedication of Dome Hill as a Nature Preserve Buffer Addition to the Lake in the Hills Fen Nature Preserve.

SECTION 2: The dedication of Dome Hill will be effective upon formal acceptance by the Illinois Nature Preserves Commission and the Governor of the State of Illinois.

SECTION 3: This dedication is intended to, and shall, continue in effect through all stages of the application process through the Illinois Nature Preserve Commission, to dedicate Dome Hill as a Nature Preserve Addition to the Lake in the Hills Fen Nature Preserve.

SECTION 4: The proposal in Exhibit A, is attached hereto and by this reference incorporated herein and made a part hereof.

Passed this 11th day of January, 2024 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 11TH DAY OF JANUARY, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published:

EXHIBIT A

A Proposal for Dedication of Dome Hill as a Nature Preserve Buffer Addition to Lake in the Hills Fen Nature Preserve

McHenry County, IL



View of Lake in the Hills Fen from Dome Hill

Prepared for
The Village of Lake in the Hills and the Illinois Nature Preserves Commission

by

Claire Gregory, Illinois Nature Preserves Commission
John C. Nelson, Illinois Nature Preserves Commission

October 2023

Introduction

The Village of Lake in the Hills proposes dedication of 4.1 acres as a nature preserve buffer addition to Lake in the Hills Fen Nature Preserve. This nature preserve is located within the 540.8-acre Lake in the Hills Fen Conservation area (Figure 1). The nature preserve and its existing buffer addition total 343.48 acres. The Village of Lake in the Hills, the McHenry County Conservation District (MCCD), and Illinois Department of Natural Resources (IDNR) each own portions of the existing nature preserve and buffer (Figure 1). Table 1 contains details on the existing dedications as well as the proposed new buffer addition. In August 1989, the Village of Lake in the Hills, IDNR, and MCCD executed a memorandum of agreement designating MCCD as the primary land management agency for Lake in the Hills Fen Nature Preserve (Byers, 2019). This MOA is currently being revised and updated.

Table 1. History of land dedications at Lake in the Hills Fen Nature Preserve

Name	Dedication Date	Landowner	Acreage
Lake in the Hills Fen Nature Preserve	April 11, 1990	Village of Lake in the Hills	132.30
Lake in the Hills Fen Nature Preserve	April 11, 1990	IL Dept. of Natural Resources (IDNR)	73.28
Lake in the Hills Fen Nature Preserve Buffer	September 28, 2020	McHenry County Conservation District (MCCD)	137.90
Proposed Dome Hill Nature Preserve Buffer Addition		Village of Lake in the Hills	4.10
Total			347.58

Data Source: Prairie State Conservation Coalition I-View

Lake in the Hills Fen Nature Preserve is within the Lake in the Hills Illinois Natural Inventory site (INAI #1011). The proposed 4.1-acre Dome Hill buffer addition is adjacent to Lake in the Hills Fen Nature preserve to the east (Figures 1 & 2), and the eastern boundary of the INAI site runs through the proposed buffer addition (Figure 3). The Lake in the Hills Fen INAI site includes high-quality calcareous floating mat, calcareous seep, dry gravel prairie, graminoid fen, sedge meadow, and shrub fen. Also present are low-gradient creek, freshwater marsh, and mesic gravel prairie. The INAI for this site lists 14 plant species that are currently endangered or threatened, and a subpopulation of one of these species occurs within the boundaries of the proposed addition (Appendix A, B). Formal dedication of Dome Hill as a buffer addition will increase the total size of the nature preserve area to 347.58 acres.

Location

Lake in the Hills Fen Nature Preserve and the proposed nature preserve buffer addition are located in the Morainal Section of the Northeastern Morainal Natural Division of Illinois (Schwegman et al. 1973) in the southeastern part of McHenry County, Illinois (Figure 4). The proposed nature preserve buffer addition is located between the Village of Lake in the Hills and Crystal Lake within Section 21 in Algonquin Township (Township 43 North, Range 8 East of the Third Principal Meridian). The proposed buffer addition is bordered by a bike path and residential area to the east, Lake in the Hills Sanitary District to the south, Lake in the Hills Fen Nature Preserve to the west, and Barbara Key Park to the north. The Dome Hill buffer addition contains an observation area overlooking the fen that can be accessed by the public through foot paths both from the bike path and the nature preserve (Figure 2).

Natural Characteristics

Geology, Topography, Soils, and Hydrology

The unique landscape of Lake in the Hills Fen resulted from the retreat of the Wisconsin glacier. Lake in the Hills Fen Nature Preserve contains a diverse gradient of natural features ranging from graminoid fens and calcareous seeps in areas with low elevation to dry gravel prairies at the top of glacial features. The uplands at Lake in the Hills Fen Nature Preserve and the proposed nature preserve buffer addition are located on sand and gravel deposits associated with outwash plains located along the front of moraines associated with the Batavia Member of the Henry Formation (Willman, 1971). The valley floor, however, is associated with the Mackinaw Member of the Henry Formation which consists of sand and gravel deposited by glacial rivers in valleys (Byers, 2019).

The topography of the nature preserve includes elevation change ranging from 900 feet above mean sea level (msl) to 805 feet above msl at the bottom of the valley along Crystal Creek. Slopes range from 4 to 10% throughout most of the site, with some steeper slopes ranging from 15 to 25%. The topography of the proposed Dome Hill buffer addition stands out in comparison to the portion of the site immediately adjacent to it due to its steep slopes on all sides leading to significantly higher elevation (Figure 5). While Lake in the Hills Fen Nature Preserve contains a variety of soils, the Dome Hill addition itself contains just four. Soils in the proposed buffer addition are predominately Lorenzo loam (4-6% slopes, eroded) and Casco-Rodman complex (20-30% slopes), but the area also includes small sections of Orthents (loamy, undulating) and Harpster silty clay loam (0-2% slopes) (Figure 6) (USDA, 2023).

The hydrology of the Lake in the Hills Fen Nature Preserve and proposed addition is complex and consists of surface flows, ground water flow and discharges, and stream flow originating upstream from Crystal Lake. With regard to the surface hydrology, restoration of the uplands to prairie or the presence of old field communities overseeded with prairie have prevented drainageways from becoming incised. Surface flows generally sheet flow down the slopes into the stream valley (Byers, 2019). With regard to groundwater discharge, it is important to note that the proposed nature preserve buffer addition is located within the groundwater contribution area prepared for the Class III Special

Resource Groundwater designation for Lake in the Hills Fen Nature Preserve (INPC, undated). Locke et. al., (1997a. b.) states the potential for groundwater contamination at this site is “high” due to the high permeability of surface materials (gravel), potential impacts from gravel mining, and the nearby location of potential contaminant sources. Although the proposed addition itself does not contain wetlands, it is a groundwater recharge area that impacts the calcareous seeps that are located at the bottom of the hill within the existing nature preserve. Dedicating Dome Hill as a nature preserve buffer would provide additional protection to the Lake in the Hills Fen wetland complex through protection of a portion of its groundwater recharge area.

Natural Plant Communities

The proposed 4.1-acre addition consists of dry gravel prairie, approximately half of which is grade C with the other half being grade D (Figure 7). Gravel prairies occur on gravel or very gravelly, calcareous soils. The gravel soils are highly permeable, and the soil moisture class is dry. Dry gravel prairies are located on steep gravel slopes with grasses averaging less than 3 feet in height. In the Northeastern Morainal Division, dry gravel prairies typically occur on kames and eskers (IDNR 2023). Dominant plants include little bluestem (*Schizachyrium scoparium*) and side-oats gramma (*Bouteloua curtipendula*), which both can be found at Dome Hill. Characteristic dry gravel prairie species that can be found in the proposed addition include fringed puccoon (*Lithospermum incisum*) and the state-endangered prairie buttercup (*Ranunculus rhomboideus*) (Appendix B).

Endangered and Threatened Species

Although several endangered or threatened species have been reported within Lake in the Hills Fen Nature Preserve, the proposed buffer addition is known to contain one endangered plant species. One of the six subpopulations of prairie buttercup (*Ranunculus rhomboideus*) known to exist at Lake in the Hills Fen is within the Dome Hill boundaries. *R. rhomboideus* has been found at just 12 sites in the state of Illinois, and only 6 of those sites are listed as verified extant in the Illinois Natural Heritage Database. (IDNR 2023a). Given the small number of places this species can be found, dedicating Dome Hill as a nature preserve buffer could be particularly significant for *R. rhomboideus* conservation in Illinois.

Illinois Wildlife Action Plan

The Illinois Comprehensive Wildlife Conservation Plan, frequently referred to as the Illinois Wildlife Action Plan (IWAP), is a detailed, science-based plan for managing public and private lands in ways that benefit wildlife (IDNR, 2015). The IWAP includes several campaigns and prioritizes actions for each of them. The campaigns most relevant to the proposed buffer addition are the Farmland and Prairie Campaign and the Invasive Species Campaign. Actions listed under these campaigns that will be supported by the dedication and management of Dome Hill as a nature preserve buffer include but are not limited to managing the quality of existing habitat, restoring and protecting native prairie communities, and controlling existing infestations of invasive species. The IWAP also lists prairie buttercup (*Ranunculus rhomboideus*) as a Plant Species of Greatest Conservation Need under the Farmland and Prairie Campaign (IDNR, 2015).

Preserve Design and Management

If approved, the addition of Dome Hill as a buffer addition to Lake in the Hills Fen Nature Preserve will bring the total area of the preserve to 347.58 acres and allow for a cohesive management approach for the hill and the adjacent nature preserve. It would also provide further protection of sensitive natural communities in the wetland complex below it from incompatible land uses. A trail connecting the nature preserve to Dome Hill already exists, and so does an observation area at the top of the hill (Figure 2). Management activities will be undertaken to improve the quality of the dry gravel prairie. The main threats to the natural community are invasive exotic and aggressive native woody vegetation, and these will be addressed through the establishment of a prescribed fire regime and other measures of invasive species control. An existing volunteer group will continue to assist with restoration and stewardship work at the site as part of an approved management plan.

Easements and Reserved Rights

Lake in the Hills Sanitary is directly south of the proposed addition and has an easement for a sanitary sewer line that is located along two boundaries of the Dome Hill buffer addition. It runs north-south just along the western boundary and east-west inside the northern boundary (Figure 2). The existing foot paths and observation area on Dome Hill may be maintained, and it should be noted that the bike path that borders the eastern boundary of the site is excluded from the proposed buffer addition.

Recommendations

Staff of the Illinois Nature Preserves Commission recommend approval for dedication of approximately 4.1 acres as buffer addition to Lake in the Hills Fen Nature Preserve. This buffer addition will further protect the wetland systems in the nature preserve, a dry gravel prairie, and the endangered prairie buttercup.

Acknowledgements

The Commission staff recognizes the work of MCCD staff members and volunteer site steward David Schwaegler in their ongoing management of Lake in the Hills Fen Nature Preserve and their contributions to this proposal including plant inventory data for Dome Hill and several maps of the project area. The Commission also recognizes the mapping contributions of Dave Holman.

Literature Cited

- Byers, SM. 2019. A proposal for dedication of a nature preserve buffer addition to Lake in the Hills Fen Nature Preserve. Illinois Nature Preserves Commission. Springfield, IL. 13 pp. + figures and appendices
- IDNR, 2015. Illinois Wildlife Action Plan. Illinois Department of Natural Resources. Springfield, IL.
- IDNR, 2023a. Illinois Natural Heritage Database. Illinois Department of Natural Resources. Springfield, IL.
- IDNR, 2023b. The standards and guidelines for the Illinois Natural Areas Inventory. Illinois Department of Natural Resources. Springfield, IL. 111 pp.
- INPC. Undated. Request to designate the Lake in the Hills Fen Nature Preserve ground-water system as Class III –Special Resource Ground Water (35 IL Admin Code 620.230b). Illinois Nature Preserves Commission. Springfield, IL. 18 pp.
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- MCCD, 2023. Dome Hill FQA. McHenry County Conservation District. Richmond, IL.
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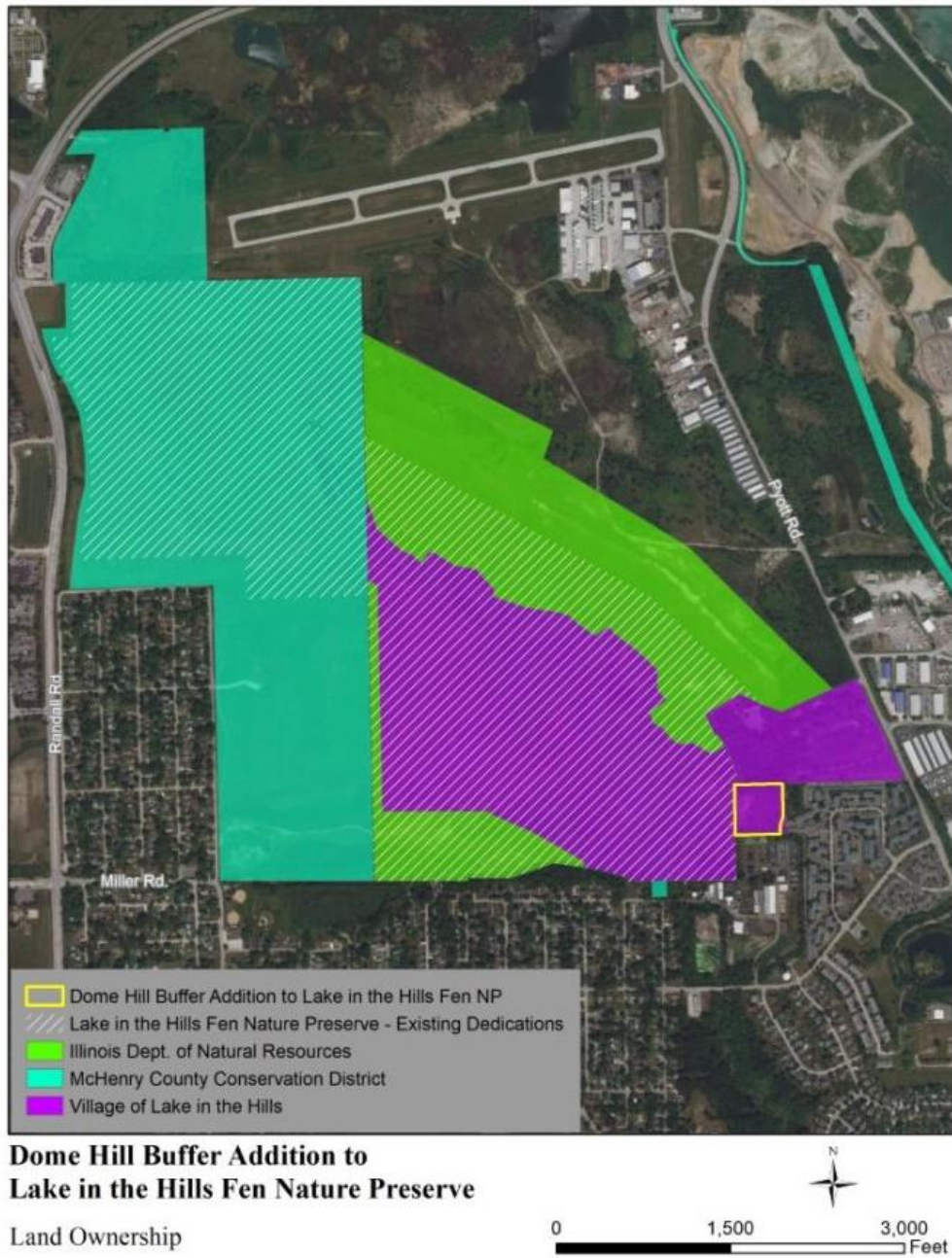


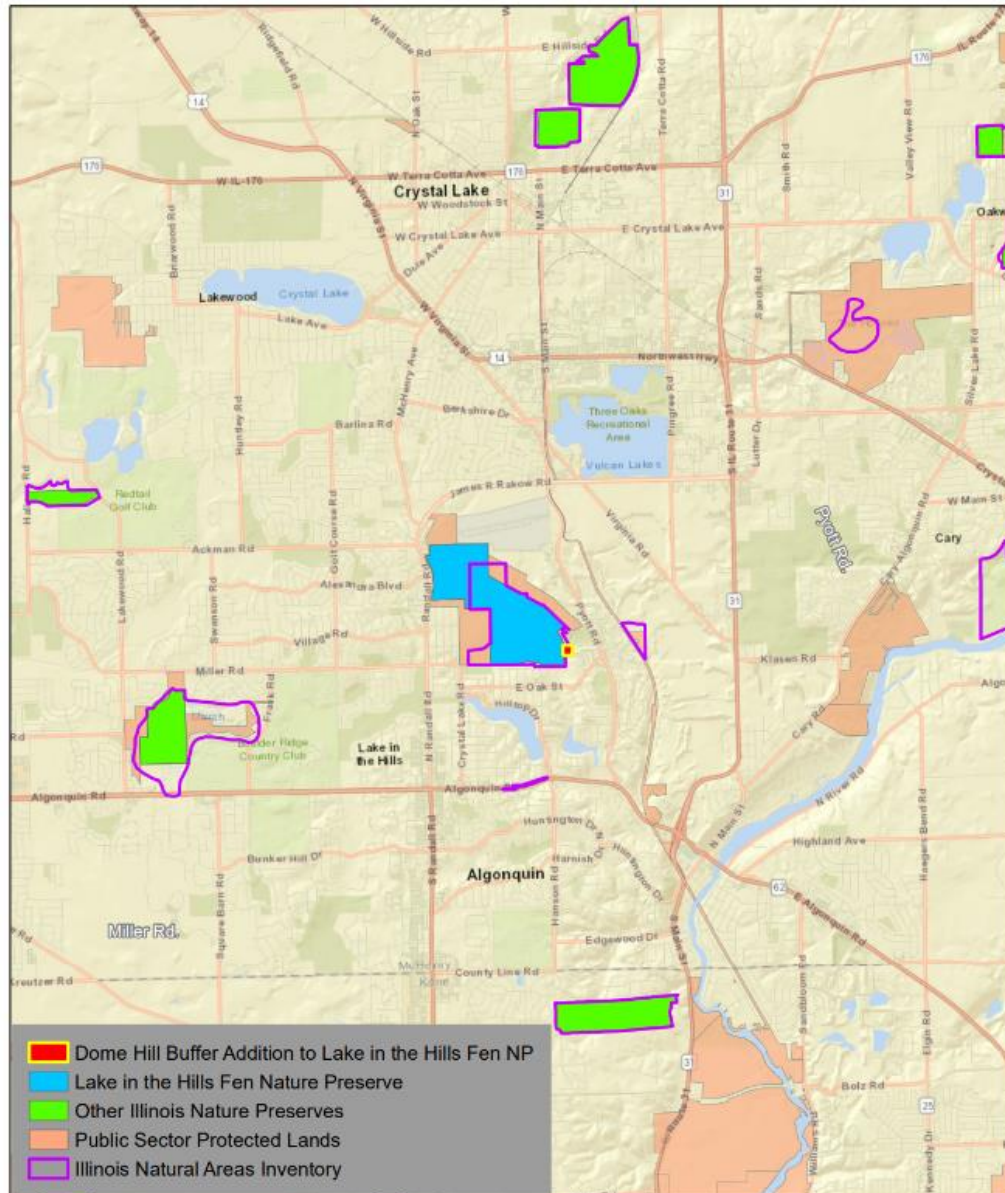
Figure 1. Location of the proposed Dome Hill buffer addition in relation to ownership of Lake in the Hills Fen Conservation Area and existing nature preserve dedications



Dome Hill Buffer Addition to Lake in the Hills Fen Nature Preserve

Dome Hill Buffer Addition Design

Figure 2. Aerial imagery map of the proposed 4.1-acre Dome Hill Buffer Addition



**Dome Hill Buffer Addition to
Lake in the Hills Fen Nature Preserve**

Regional Context



Figure 3. Lake in the Hills Fen Nature Preserve and Dome Hill Buffer Addition in regional context with other protected areas, INAI sites, and nature preserves

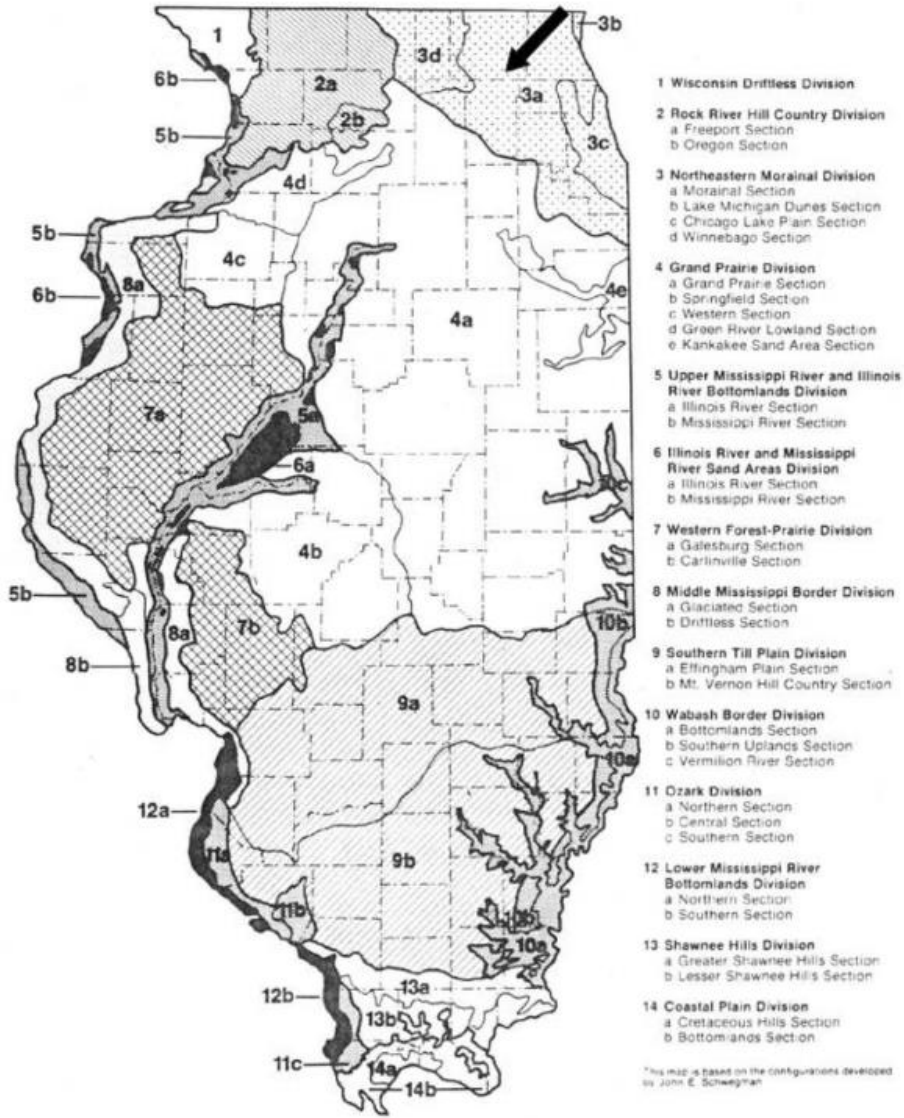


Figure 4. Lake in the Hills Fen Nature Preserve and the proposed nature preserve buffer addition are located in the Morainal Section of the Northeastern Morainal Natural Division in the southeastern portion of McHenry County, IL.

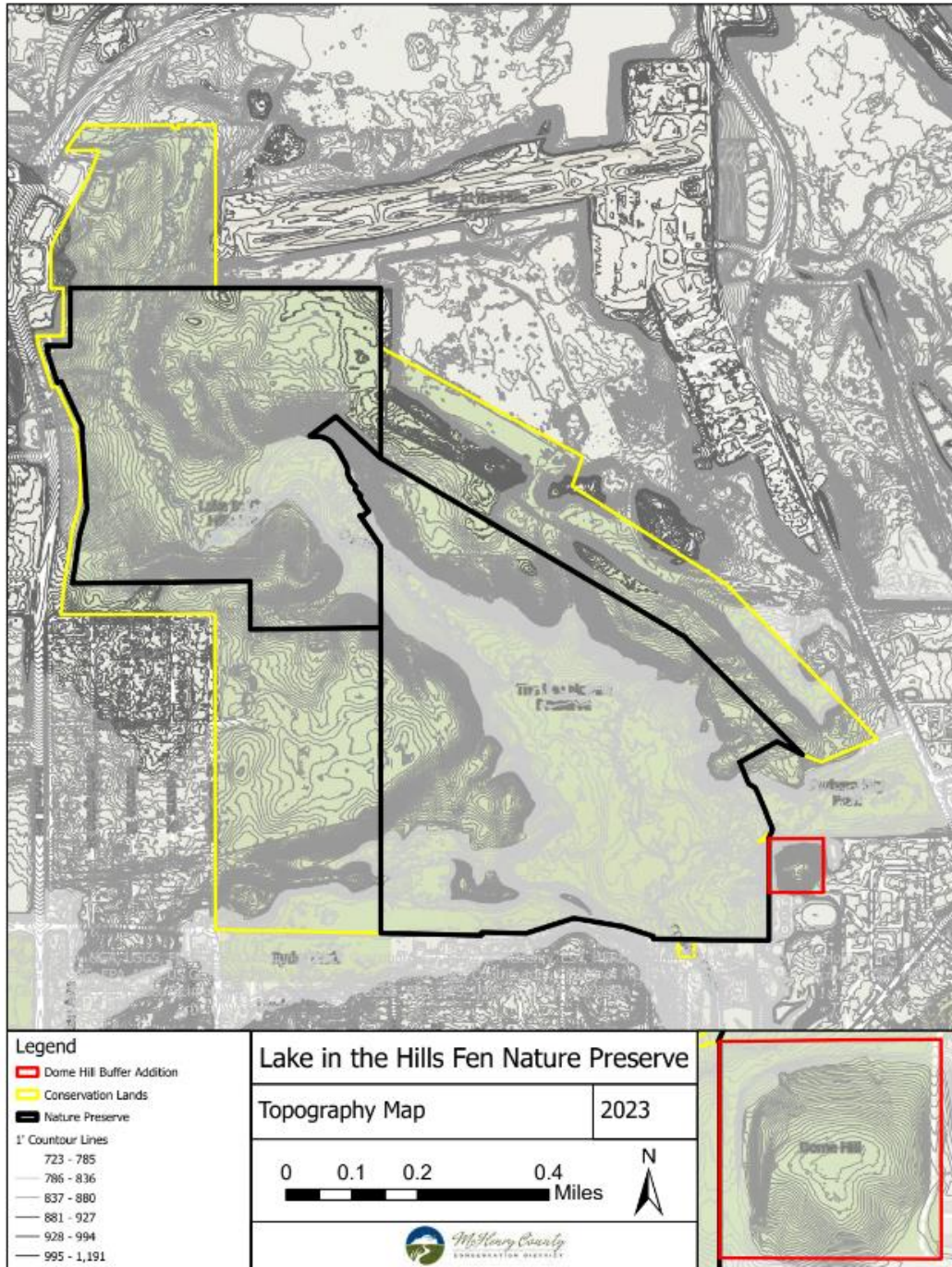


Figure 5. Topography of Lake in the Hills Fen and Dome Hill

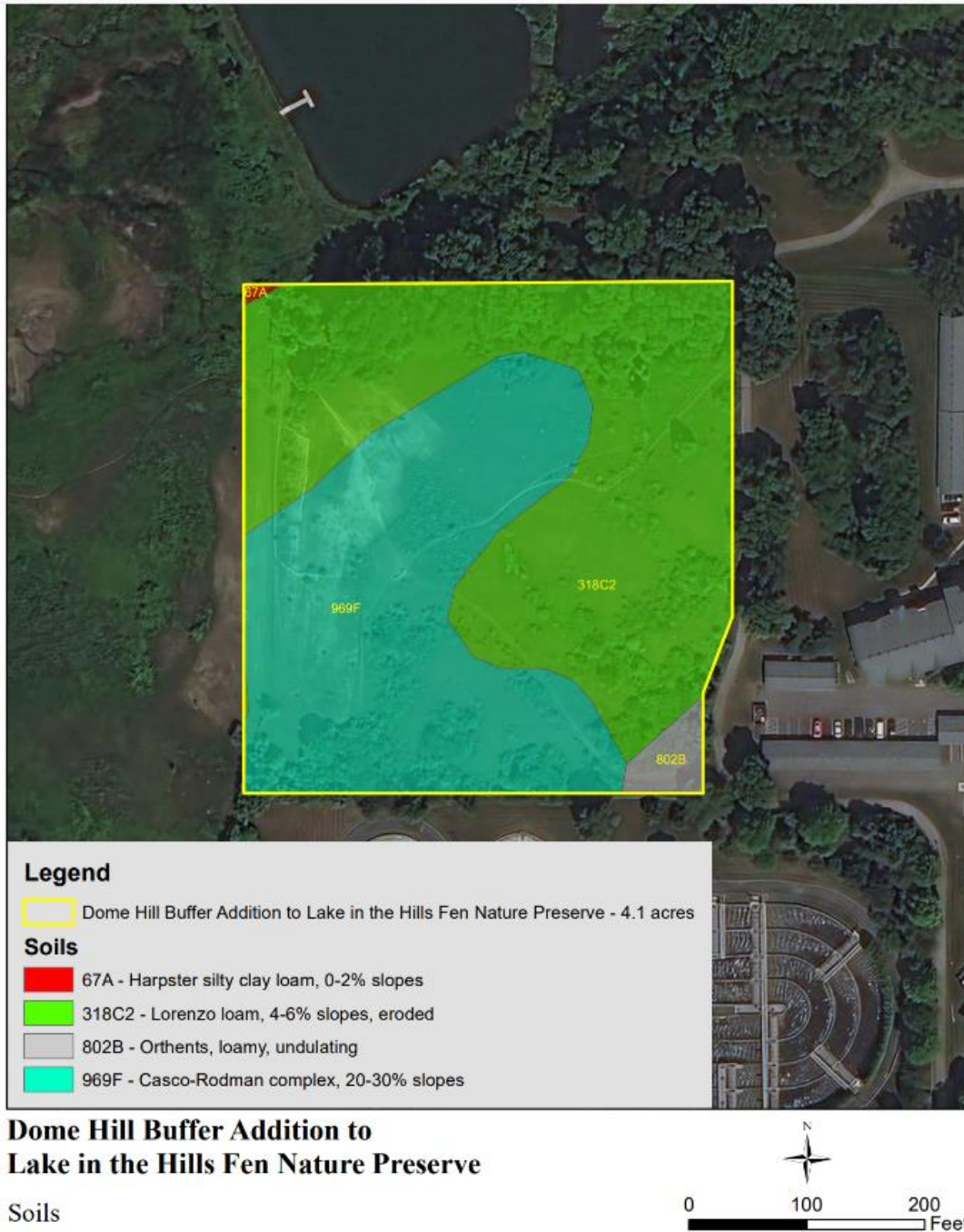



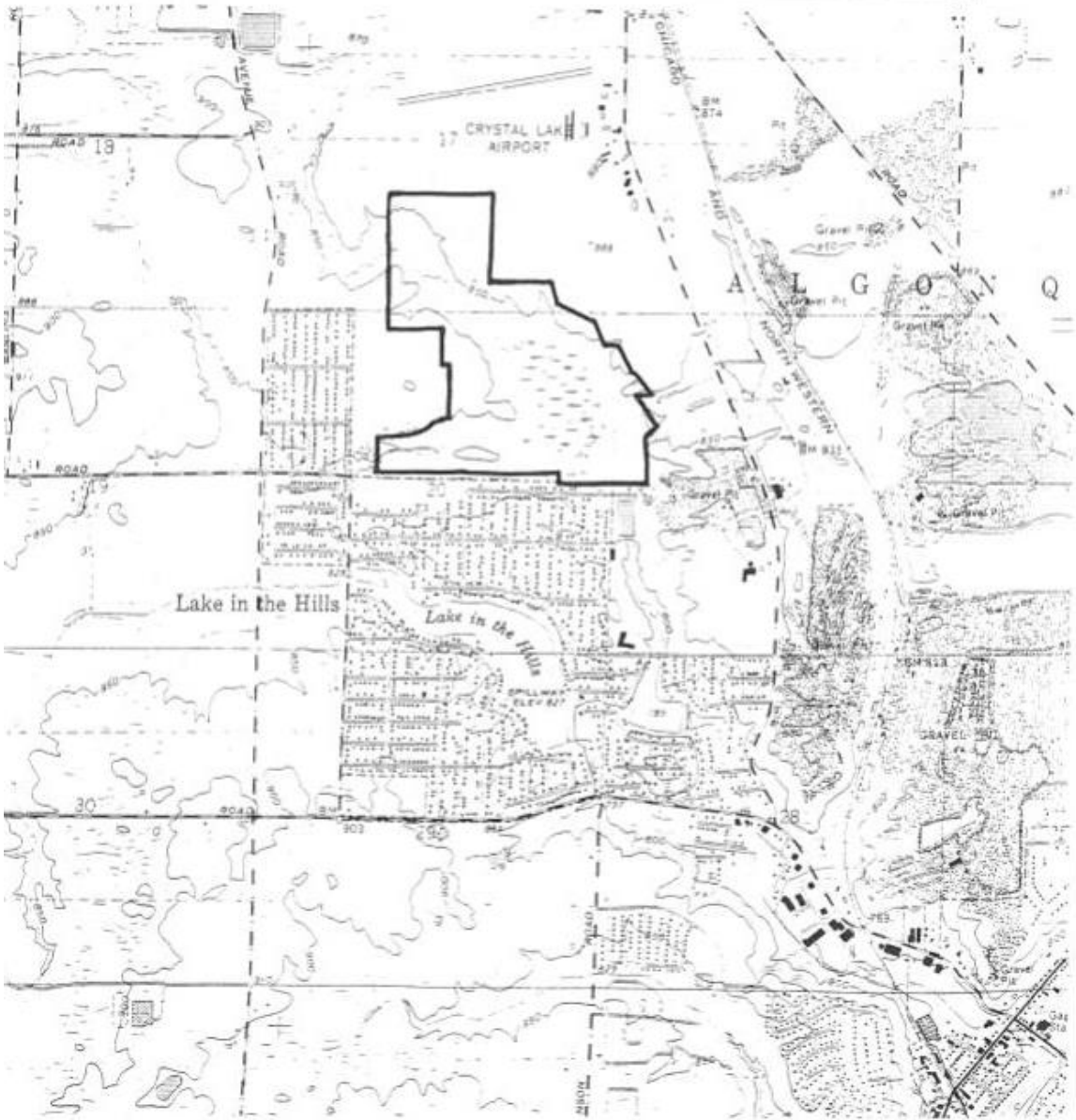
Figure 6. Soils in the proposed buffer addition are predominately Lorenzo loam and Casco-Rodman complex, but the area also includes small sections of Orthents and Harpster silty clay loam (USDA, 2023).



Figure 7. Natural communities within the Dome Hill Buffer Addition consist of grade C and D dry gravel prairie

Appendix A. Illinois Natural Areas Inventory Notes (INAI No. 1011) for Lake-in-the-Hills Fen

	County <u>McHenry</u> No. <u>1011</u>
	Name of Area <u>Lake-in-the-Hills Fen</u>
	Quadrangle <u>Crystal Lake 7.5</u>
	Location <u>T43N R8E Sec. 17, 20, & 21 3PM</u>
ILLINOIS NATURAL AREAS INVENTORY	



Illinois Natural Areas Inventory Site Record

<u>Site Name</u>	<u>NAI #</u>	<u>Site Acres</u>
Lake-in-the-Hills Fen	1011	270.050

County	Category	Nat. Div.	Watershed	Owner	Prot. Type	Site Action(s)	Date	Comments
McHenry	I	03A	07120006	LINK	NP	Expanded	01/15/2002	To include all of nature preserve
	II					Expanded	03/27/1999	To include a recently discovered natural community
	III					Expanded	07/26/1990	
						Added	01/01/1978	

Natural Community Information

Natural Community	Grade	Acres	Qual.	EOCode	Comments	Date Added	Date Deleted
Calcareous Floating Mat	A	0.300	Q			01/01/1978	
Calcareous Sedge	A	0.300	Q	CPW000000*005*IL		01/01/1978	
Dry Gravel Prairie	B	0.300	Q			01/01/1978	
Dry Gravel Prairie	C	4.400	N			01/01/1978	
Grassland Fen	A	14.000	Q	CPW1A00000*015*IL		01/01/1978	
Grassland Fen	B	10.000	Q	CPW1A00000*015*IL		01/01/1978	
Grassland Fen	B		P		Added	01/01/1978	
Grassland Fen	C	5.000	N	CPW1A00000*015*IL		01/01/1978	
Grassland Fen	D	3.100	X	CPW1A00000*015*IL		01/01/1978	
Low-gradient Creek	C		N			01/01/1978	
Freshwater Marsh	C	18.000	N			01/01/1978	
Moist Gravel Prairie	D	1.300	X			01/01/1978	
Sedge Meadow	B	5.600	Q	CPW1000000*010*IL		01/01/1978	
Sedge Meadow	C	21.000	N	CPW1000000*010*IL		01/01/1978	
Shrub Fen	A	0.300	Q	CPW1000000*002*IL		01/01/1978	
Total Nat Com Acres		83.800					

Site Management Activities

Site Surveillance

ite Basic Record

LAKE-IN-THE-HILLS FEN

Identifiers:

ID: COUNTER:
SITECODE: S.USILHP * 1084
SITENAME: LAKE-IN-THE-HILLS FEN

SITE.CLASS: SS OLDCODE: USILSSSPRI05

SITEALIAS: ILMCHE#10
 INAI#1011
 SPRING HILL FARM FEN

Locators:

NATION: US STATE: IL SITERESP: IL
 COUNTYCODE: COUNTYNAME LOCALJURIS:
 ILMCHE McHenry ALGONQUIN

QUADNAME: QUADCODE:
CRYSTAL LAKE 4208823

 LAT: 421140N S: 421125N E: 0881847W
 LONG: 0881908W N: 421156N W: 0881930W
TOWNRANGE: SECTION: MERIDIAN:
043N008E 17 3P

DIRECTIONS: 3 miles NW of Algonquin

WATERSHED: 07120006

Site Description:

Site Design:

SITEMAP: Y MAPDATE: 78
DESIGNER: WILSON; revised 4/29/99 by Semel
PRISEC.ACRES: 267.99
SITECOM: Category III added for NP status during NAEC meeting on 12/7
(2000); boundaries were expanded to include recently
discovered high quality natural community during NAEC
meeting on 7/27 (1999); boundaries were expanded in April
where appropriate to fit the nature preserve boundaries and
to allow for inclusion of the Ranunculus rhomboideus
occurrence (1998)

Site Significance:

RATINGCOM: The site is a large, diverse area with very high quality and
high quality sedge meadow, fen, and seep communities. The
following endangered, threatened, or rare species are here:
The spikerush Eleocharis rostellata, marsh valerian, false
asphodel, the bulrush Scirpus caespitosus, rose pogonia, the
sedge Carex viridula, the beaked rush Rhynchospora alba, the
arrow-grass Triglochin palustris, the arrow-grass Triglochin
maritima, the beaked rush Rhynchospora capillacea, twig
rush, green orchid, tufted hairgrass, the nutrush Scleria
verticillata, the hoary willow, and the hybrid scouring rush
Equisetum x trachyodon.

Real Estate and Protection:

NUMTRACTS: 3
DESIG.CODE: DESIGNATION:
NAI ILLINOIS NATURAL AREA
INP DEDICATED ILLINOIS NATURE PRESERVE

Stewardship:

LANDUSECOM: Low-intensity recreation, High-intensity recreation, Utility corridor

OFFSITE: intrusion of sewage treatment construction on SE corner of area(1992)

Element Occurrence Information:

ELCODE:	SNAME:	SCOMNAME:	GRANK:	SRANK:
ARAAD04010	EMYDOIDEA BLANDINGII	BLANDING'S TURTLE	G4	S3
CPWJA00000	GRAMINOID FEN	ALKALINE SHRUB/HERB FEN,	G3	S1S2
CPWJB00000	LOW SHRUB FEN	ALKALINE SHRUB/HERB FEN,	G3	S1S2
CPWL000000	SEDGE MEADOW	WET MEADOW, CENTRAL MIDWE	G3?	S2
CPWR000000	CALCAREOUS SEEP	ALKALINE SHRUB/HERB FEN,	G3	S2
IIHOM08010	AFLEXIA RUBRANURA	REDVEINED PRAIRIE LEAFHOP	G1G2	S2
IIDO50010	NANTHOTHESIS BELLA	ELFIN SKIMMER	G4	S3
PDASC022A0	ASCLEPIAS LANUGINOSA	WOOLY MILKWEED	G4?	S1
PDAST2E1C0	CIRSIIUM HILLII	HILL'S THISTLE	G3	S1
PDLNT02030	UTRICULARIA CORNUTA	HORNED BLADDERWORT	G5	S1
PDRAN012D0	RANUNCULUS RHOMBOIDEUS	PRAIRIE BUTTERCUP	G4	S2
PDRUB0N160	GALIUM LABRADORICUM	BOG BEDSTRAW	G5	S2
PDVAL030J0	VALERIANA ULIGINOSA	MARSH VALERIAN	G4	S1
PMCYP03EM0	CAREX VIRIDULA	LITTLE GREEN SEDGE	G5?	S1
PMCYP091H0	ELEOCHARIS PAUCIFLORA	FEW-FLOWERED SPIKERUSH	G5	S1
PMCYP091P0	ELEOCHARIS ROSTELLATA	SPIKE RUSH	G5	S2
PMCYP0N010	RHYNCHOSPORA ALBA	BEAKED RUSH	G5	S1
PMCYP0Q060	SCIRPUS CESPITOSUS	TUFTED BULRUSH	G5	S1
PMJCG02030	TRIGLOCHIN MARITIMA	COMMON BOG ARROW GRASS	G5	S1
PMJCG02040	TRIGLOCHIN PALUSTRIS	SLENDER BOG ARROW GRASS	G5	S1
PMLIL1Y030	TOFIELDIA GLUTINOSA	FALSE ASPHODEL	G5	S2
PMORC0C040	CALOPOGON TUBEROSUS	GRASS PINK ORCHID	G5	S2
PMORC21010	POGONIA OPHIOGLOSSOIDES	SNAKE-MOUTH	G5	S1

Record Maintenance:

LEADRESP: USILHP
EDITION: 99-12-01 EDAUTHOR: Kieninger, T.G.

*Pr white
fringed
orchid*

Appendix B. Dome Hill Plant Inventory

FQA DB Region:	Flora of the Chicago Region							
FQA DB Publication Year:	2017							
FQA DB Description:	Flora of the Chicago Region UFQA Database. 2018. Kenneth Johnson. [As per Flora of the Chicago Region: A Floristic and Ecological Synthesis. 2017. Gerould Wilhelm and Laura Rericha. Indiana Academy of Science. Indianapolis, IN.]							
Practitioner:	L.Ryan, B.Smith, R.Russell, D. Schwaegler, T.Simpson, & M.Duda							
Latitude:								
Longitude:								
Weather Notes:								
Duration Notes:								
Community Type Notes:	Dry gravel hill prairie							
Other Notes:								
Private/Public:	Private							
Conservatism-Based Metrics:								
Total Mean C:	2.4							
Native Mean C:	4							
Total FQI:	24.8							
Native FQI:	32							
Adjusted FQI:	30.9							
% C value 0:	57							
% C value 1-3:	12.1							
% C value 4-6:	14							
% C value 7-10:	16.8							
Native Tree Mean C:	2.1							
Native Shrub Mean C:	3							
Native Herbaceous Mean C:	4.5							
Species Richness:								
Total Species:	107							
Native Species:	64		59.80%					
Non-native Species:	43		40.20%					
Species Wetness:								
Mean Wetness:	1.2							
Native Mean Wetness:	1							
Physiognomy Metrics:								
Tree:	9		8.40%					
Shrub:	15		14%					
Vine:	4		3.70%					
Forb:	67		62.60%					
Grass:	9		8.40%					
Sedge:	1		0.90%					
Rush:	0		0%					
Fern:	2		1.90%					
Bryophyte:	0		0%					
Duration Metrics:								
Annual:	8		7.50%					
Perennial:	85		79.40%					
Biennial:	14		13.10%					
Native Annual:	6		5.60%					
Native Perennial:	56		52.30%					
Native Biennial:	2		1.90%					
Species:								
Scientific Name	Family	Acronym	Native?	C	W	Physiognon	Duration	Common Name
Acer negundo	Sapindaceae	ACENEG	native		0	0 tree	perennial	boxelder
Achillea millefolium	Asteraceae	ACHMIM	native		0	1 forb	perennial	common yarrow
Alliaria petiolata	Brassicaceae	ALLPET	non-native		0	0 forb	biennial	garlic mustard
Allium cernuum	Alliaceae	ALLCER	native		7	1 forb	perennial	nodding wild onion
Ambrosia artemisiifolia	Asteraceae	AMBART	native		0	1 forb	annual	common ragweed
Amelanchier laevis	Rosaceae	AMELAE	native		7	1 tree	perennial	allegheny juneberry
Andropogon gerardii	Poaceae	ANDGER	native		5	0 grass	perennial	big bluestem

Anemone cylindrica	Ranunculaceae ANE	CYL	native	8	2 forb	perennial	thimbleweed
Antennaria plantaginifolia	Asteraceae ANT	PLA	native	4	2 forb	perennial	pusseytoes
Anthyllis vulneraria	Fabaceae ANTV	VUL	non-native	0	2 forb	annual	lady's fingers
Apocynum sibiricum	Apocynaceae APO	SIB	native	2	0 forb	perennial	smooth indian hemp
Arctium minus	Asteraceae ARC	MIN	non-native	0	1 forb	biennial	common burdock
Artemisia campestris subsp. caudata	Asteraceae ART	CAC	native	5	2 forb	biennial	beach wormwood
Asclepias syriaca	Asclepiadaceae ASC	SYR	native	0	1 forb	perennial	common milkweed
Asclepias verticillata	Asclepiadaceae ASC	VER	native	1	2 forb	perennial	whorled milkweed
Asparagus officinalis	Asparagaceae ASP	OFF	non-native	0	1 forb	perennial	asparagus
Bouteloua curtipendula	Poaceae BOU	CUR	native	8	2 grass	perennial	side-oats grama
Brickellia eupatorioides var. corymbulosa	Asteraceae BRI	EUC	native	6	2 forb	perennial	false boneset
Bromus inermis	Poaceae BRO	INE	non-native	0	2 grass	perennial	hungarian brome
Carduus nutans	Asteraceae CAR	NUT	non-native	0	1 forb	biennial	musk thistle
Carex meadii	Cyperaceae CAX	MEAD	native	10	2 sedge	perennial	meads stiff sedge
Celastrus orbiculatus	Celastraceae CEL	ORB	non-native	0	2 vine	perennial	oriental bittersweet
Centaurea stoebe subsp. micranthos	Asteraceae CEN	STM	non-native	0	2 forb	perennial	spotted knapweed
Cerastium fontanum	Caryophyllaceae CER	FON	non-native	0	2 forb	perennial	mouse-ear chickweed
Convolvulus arvensis	Convolvulaceae CON	ARV	non-native	0	2 forb	perennial	field bindweed
Cornus racemosa	Cornaceae COR	RAC	native	1	0 shrub	perennial	gray dogwood
Dactylis glomerata	Poaceae DAC	GLO	non-native	0	1 grass	perennial	orchard grass
Dalea purpurea	Fabaceae DAL	PUR	native	9	2 forb	perennial	purple prairie clover
Dasiphora fruticosa	Rosaceae DAS	FRU	native	10	-1 shrub	perennial	shrubby cinquefoil
Daucus carota	Apiaceae DAU	CAR	non-native	0	2 forb	biennial	queen anne's lace
Dichanthelium leibergii	Poaceae DIC	LEI	native	10	2 grass	perennial	prairie panic grass
Dichanthelium oligosanthes	Poaceae DIC	OLI	native	9	2 grass	perennial	few-flowered panic grass
Dipsacus fullonum	Dipsacaceae DIP	FUL	non-native	0	1 forb	biennial	common teasel
Drymocallis arguta	Rosaceae DRY	ARG	native	10	1 forb	perennial	prairie cinquefoil
Elaeagnus umbellata var. parvifolia	Elaeagnaceae ELA	UMP	non-native	0	2 shrub	perennial	himalayan autumn olive
Equisetum arvense	Equisetaceae EQU	ARV	native	0	0 fern	perennial	horsetail
Equisetum hyemale	Equisetaceae EQU	HYE	native	1	1 fern	perennial	tall scouring rush
Erigeron annuus	Asteraceae ERI	ANU	native	0	1 forb	annual	annual fleabane
Eupatorium altissimum	Asteraceae EUP	ALT	native	0	1 forb	perennial	tall boneset
Frangula alnus	Rhamnaceae FRA	ALN	non-native	0	-1 shrub	perennial	glossy buckthorn
Fraxinus lanceolata	Oleaceae FRA	LAN	native	1	0 tree	perennial	green ash
Galium aparine	Rubiaceae GAL	APA	native	0	1 forb	annual	wild velveteen
Geum triflorum	Rosaceae GEU	TRI	native	10	1 forb	perennial	prairie smoke
Heuchera richardsonii	Saxifragaceae HEU	RIC	native	10	1 forb	perennial	prairie alum root
Hieracium caespitosum	Asteraceae HIE	CAE	non-native	0	2 forb	perennial	yellow field hawkweed
Hypericum perforatum	Hypericaceae HYP	PER	non-native	0	1 forb	perennial	common St. John's wort
Juniperus virginiana	Cupressaceae JUN	VIR	native	0	1 shrub	perennial	red cedar
Leonurus cardiaca	Lamiaceae LEO	CAR	non-native	0	2 forb	perennial	motherwort
Lepidium virginicum	Brassicaceae LEP	VIR	native	0	1 forb	annual	common pepper cress
Leucanthemum vulgare var. pinnatifidum	Asteraceae LEU	VUP	non-native	0	2 forb	perennial	ox-eye daisy
Lithospermum incisum	Boraginaceae LIT	INC	native	10	2 forb	perennial	fringed puccoon
Lonicera maackii	Caprifoliaceae LON	MAA	non-native	0	2 shrub	perennial	amur honeysuckle
Lonicera tatarica	Caprifoliaceae LON	TAT	non-native	0	2 shrub	perennial	tartarian honeysuckle
Lotus corniculatus	Fabaceae LOT	COR	non-native	0	1 forb	perennial	birds foot trefoil
Malus ioensis	Rosaceae MAL	IOE	native	4	2 tree	perennial	iowa crab apple
Medicago lupulina	Fabaceae MED	LUP	non-native	0	1 forb	biennial	black medick
Melilotus albus	Fabaceae MEL	ALB	non-native	0	1 forb	biennial	white sweet clover
Melilotus officinalis	Fabaceae MEL	OFF	non-native	0	1 forb	biennial	yellow sweet clover
Minuartia michauxii	Caryophyllaceae MIN	MIC	native	10	2 forb	perennial	stiff sandwort
Monarda fistulosa	Lamiaceae MON	FIS	native	4	1 forb	perennial	wild bergamot
Morus alba	Moraceae MOR	ALB	non-native	0	1 tree	perennial	white mulberry
Oenothera biennis	Onagraceae OEN	BIE	native	0	1 forb	biennial	common evening primrose
Oligoneuron album	Asteraceae OLI	ALB	native	10	1 forb	perennial	stiff aster
Oxalis stricta	Oxalidaceae OXA	STR	native	0	1 forb	perennial	tall wood sorrel
Parthenocissus inserta	Vitaceae PAR	INS	native	0	1 vine	perennial	thicket creeper
Parthenocissus quinquefolia	Vitaceae PAR	QUI	native	4	1 vine	perennial	virginia creeper
Pastinaca sativa	Apiaceae PAS	SAT	non-native	0	2 forb	biennial	wild parsnip
Poa pratensis	Poaceae POA	PRA	non-native	0	1 grass	perennial	kentucky bluegrass
Polanisia dodocandra	Cleomaceae POL	DOD	native	0	2 forb	annual	clammy weed
Populus deltoides	Salicaceae POP	DEL	native	0	0 tree	perennial	eastern cottonwood
Potentilla recta	Rosaceae POT	REA	non-native	0	2 forb	perennial	sulfur cinquefoil
Prunus serotina	Rosaceae PRU	SER	native	0	1 tree	perennial	wild black cherry
Prunus virginiana	Rosaceae PRU	VIR	native	3	1 shrub	perennial	choke cherry
Ranunculus rhomboideus	Ranunculaceae RAN	RHO	native	10	2 forb	perennial	prairie buttercup
Rhamnus cathartica	Rhamnaceae RHA	CAT	non-native	0	0 shrub	perennial	common buckthorn
Rhus glabra	Anacardiaceae RHU	GLA	native	1	2 shrub	perennial	smooth sumac
Rosa carolina subsp. subserrulata	Rosaceae ROS	CAR	native	5	1 shrub	perennial	prickly pasture rose
Rosa multiflora	Rosaceae ROS	MUL	non-native	0	1 shrub	perennial	multiflora rose

<i>Rubus allegheniensis</i>	Rosaceae	RUBALL	native	3	1 shrub	perennial	highbush blackberry
<i>Rubus occidentalis</i>	Rosaceae	RUBOCC	native	0	1 shrub	perennial	black raspberry
<i>Rumex acetosella</i>	Polygonaceae	RUMACE	non-native	0	2 forb	perennial	field sorrel
<i>Rumex crispus</i>	Polygonaceae	RUMCRI	non-native	0	0 forb	perennial	curly dock
<i>Schizachyrium scoparium</i>	Poaceae	SCHSCO	native	5	1 grass	perennial	little bluestem
<i>Securigera varia</i>	Fabaceae	SECVAR	non-native	0	2 forb	perennial	crown vetch
<i>Silene antirrhina</i>	Caryophylli	SILANT	native	1	2 forb	annual	sleepy catchfly
<i>Silene latifolia</i>	Caryophylli	SILLAT	non-native	0	2 forb	biennial	white campion
<i>Silene vulgaris</i>	Caryophylli	SILVUL	non-native	0	2 forb	perennial	bladder campion
<i>Sisyrinchium albidum</i>	Iridaceae	SISALB	native	6	1 forb	perennial	common blue-eyed grass
<i>Solanum carolinense</i>	Solanaceae	SOLCAR	non-native	0	1 forb	perennial	horse nettle
<i>Solidago altissima</i>	Asteraceae	SOLALT	native	1	1 forb	perennial	tall goldenrod
<i>Solidago gigantea</i>	Asteraceae	SOLGIG	native	4	-1 forb	perennial	late goldenrod
<i>Solidago nemoralis</i>	Asteraceae	SOLNEN	native	3	2 forb	perennial	old-field goldenrod
<i>Solidago speciosa</i>	Asteraceae	SOLSPE	native	8	2 forb	perennial	showy goldenrod
<i>Sorghastrum nutans</i>	Poaceae	SORNUT	native	5	1 grass	perennial	indian grass
<i>Symphotrichum pilosum</i>	Asteraceae	SYMPIM	native	0	0 forb	perennial	hairy aster
<i>Taraxacum officinale</i>	Asteraceae	TAROFF	non-native	0	1 forb	perennial	common dandelion
<i>Thalictrum dasycarpum</i>	Ranunculac	THADAD	native	6	-1 forb	perennial	purple meadow rue
<i>Tragopogon pratensis</i>	Asteraceae	TRAPRA	non-native	0	2 forb	biennial	common goats beard
<i>Trifolium pratense</i>	Fabaceae	TRIPRA	non-native	0	2 forb	perennial	red clover
<i>Ulmus americana</i>	Ulmaceae	ULMAME	native	3	-1 tree	perennial	american elm
<i>Ulmus pumila</i>	Ulmaceae	ULMPUM	non-native	0	1 tree	perennial	siberian elm
<i>Verbascum thapsus</i>	Scrophulari	VERTHA	non-native	0	2 forb	biennial	common mullein
<i>Verbena stricta</i>	Verbenaceae	VERSTR	native	4	2 forb	perennial	hoary vervain
<i>Veronica arvensis</i>	Scrophulari	VERARV	non-native	0	2 forb	annual	corn speedwell
<i>Viburnum lentago</i>	Adoxaceae	VIBLEN	native	4	0 shrub	perennial	nannyberry
<i>Viola pedatifida</i>	Violaceae	VIOPEA	native	9	1 forb	perennial	prairie violet
<i>Vitis riparia</i>	Vitaceae	VITRIR	native	1	0 vine	perennial	riverbank grape



REQUEST FOR BOARD ACTION

MEETING DATE: January 9, 2024

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 2, Section 2.16, Telephonic Attendance at Meetings

EXECUTIVE SUMMARY

Staff is recommending the adoption of the attached Ordinance to align the Village's Municipal Code with recent changes to the Illinois Open Meetings Act (the "Act"). Previously, the Act authorized remote attendance at public meetings for public body members pursuant to rules adopted by the public body. The Act permitted three reasons as the basis for remote attendance:

- (1) Personal illness or disability;
- (2) Employment purposes or Village business; or
- (3) A family or other emergency.

The Act now also allows for "unexpected childcare obligations."

The attached Ordinance amends Chapter 2, Section 2.16 by first renaming the section to "Remote Attendance at Meetings" and then adding "unexpected childcare obligations" as an acceptable reason.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Ordinance

RECOMMENDED MOTION

Motion to Approve an Ordinance Amending Section 2.16 of Chapter 2 of the Village's Municipal Code Regulating Remote Attendance at Public Meetings.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024 - _____

**An Ordinance Amending Section 2.16 of Chapter 2
of the Village's Municipal Code
Regulating Remote Attendance at Public Meetings**

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, the State of Illinois has amended the Illinois Open Meetings Act, at 5 ILCS 120/7 by Public Act 103-0311 to add "unexpected childcare obligations" as an additional basis for permitting attendance by members of public body by means other than physical presence; and

WHEREAS, the Village Board wishes to update the Village's Municipal Code to add this basis to its own code in order to facilitate remote participation by members of the Village's public bodies in the event they have unexpected childcare obligations.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the Village of Lake in the Hills, Illinois, pursuant to its home rule authority, as follows:

SECTION 1: The foregoing recitals shall be and are hereby incorporated as findings of fact as if said recitals were fully set forth herein.

SECTION 2: Chapter 2, Section 2.16 shall be renamed "Remote Attendance at Meetings".

SECTION 3: Chapter 2, Section 2.16.A.3, regarding remote attendance at public meetings, of the Village's Code shall be amended as follows (with the new language shown as underscored and old language struck out):

3. Any member who wishes to be considered present at a meeting by audio or video conference may make such a request to the Village Board by notifying the Village Administrator one (1) day prior to the meeting, unless advance notice is impractical, that the member cannot physically attend the meeting for one of the following reasons:

- a. Personal illness or disability;

- b. Employment purposes or Village business; ~~or~~
- c. A family or other emergency-;
- d. Unexpected Childcare Obligations; or
- e. Other qualified emergency to the fullest extent permitted by law.

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 temporarily superseded to the extent of such conflict with this Ordinance, without otherwise affecting, impairing, or amending them.

SECTION 6: This Ordinance shall be in full force and effect immediately upon its approval, notwithstanding its publication in pamphlet form (which publication is hereby authorized) as provided by law, due to the exigency of the requested timeframe.

Passed this 9th day of January 2024 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 9TH DAY OF JANUARY, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: January 9, 2024

DEPARTMENT: Community Development

SUBJECT: An Ordinance Denying Conditional Uses for Arias Truck Repair at 8545 Pyott Road

EXECUTIVE SUMMARY

Available documents show that the building on the private property at 8545 Pyott Road was originally constructed in 1992 as an airplane hangar. As such, previous property owners had entered into license agreements with the Village to allow ingress and egress from the private hangar facility to the secure areas of the adjacent public airport property for general aviation purposes. The most recent license agreement was signed in 2014. In addition to allowing access to the airport, the agreement gave the Village the right to allow third-party aircraft parking on the western 20,000 square feet of the private property. The 2014 license agreement automatically terminated when the property was sold in March of 2021. Soon thereafter the property was used for non-aviation purposes.

On March 22, 2021 the Village issued a business license to allow JHB Group to operate from the subject property. The company performs "trailer upfitting" services, which involves the assembling of components inside trailers to create mobile platforms for fire departments, police, military and public health professionals. This industrial assembling work meets the definition of manufacturing in the Zoning Code, which is permitted by right in the subject AD-2 zoning district without the need for approval of a conditional use permit.

The property is currently for sale, and Oleksandr Kes Kovalskyi of Arias Truck Repair, Inc. has a contract to purchase the property. Mr. Kovalskyi currently operates Arias Truck Repair in a leased tenant space in the Village at 14 Prosper Court, and wishes to move his business to the larger space on the subject property at 8545 Pyott Road. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code "automotive service" is allowed in the AD-2 zoning district only with the approval of a conditional use. Therefore, Mr. Kovalskyi has requested approval of this conditional use.

As part of the proposed truck repair business, the applicant desires outdoor space to park trucks that are dropped off for repair or that are waiting for pickup after being repaired. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code "outdoor storage of vehicles accessory to principal use" is allowed in the AD-2 zoning district only with the approval of a conditional use. Therefore, Mr. Kovalskyi has also requested approval of this second conditional use.

Village staff reviewed the requested conditional uses according to the seven standards listed in the Zoning Code. Staff found that the request is supported by six of the seven review factors, but that the request is not supported one of the seven factors. Specifically, staff found that review factor three is

not supported in that: *the requested conditional uses will impede the normal and orderly development and improvement of surrounding airport properties for aviation uses permitted in the district, in that the uses will continue the loss of airport revenue from commercial activity fees, airport access license fees, and fuel purchases, and in that the truck repair business will continue to eliminate the use of a prime airport hangar building for aviation purposes.* Further, while staff did find that the request is supported by the other six review factors, it should be noted those positive findings were subject to the applicant complying with a list of eight conditions. Therefore, staff recommended that the requested conditional use permits be denied.

The Planning & Zoning Commission conducted a public hearing on December 18, 2023 to consider the requested conditional uses. In addition to taking testimony from the applicant, the Commission heard public comments from ten different people. The recording of the December 18 meeting is available on the Village website at:

<https://www.lith.org/Home/Components/Calendar/Event/2159/123?toggle=allpast>

Based on the staff report and the testimony provided during the public hearing, the Commission recommended denial of the requests by a vote of 6-0.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Ordinance
2. Staff Report
3. Application
4. Zoning Map, Future Land Use Map, Aerial Photo, and Property Photos
5. List of Findings and Conditions

RECOMMENDED MOTION

Motion to pass an ordinance denying conditional uses for Arias Truck Repair at 8545 Pyott Road

NOTE: For the above motion, an AYE vote would be in favor of denial, and a NAY vote would be against denial.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024 - ____

**An Ordinance Denying Conditional Uses
for Arias Truck Repair at 8545 Pyott 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 to regulate for the protection of the public health, safety, morals, and welfare, as granted in the Constitution of the State of Illinois; and

WHEREAS, LALL, LLC (the "Owner") is the record title owner of that certain property located in the AD-2 Airport District 2 Zoning District ("AD-2 District"), consisting of approximately 1.4084 acres, commonly known as 8545 Pyott 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 14,223 square-foot metal clad airplane hangar building (the "Existing Building"), and areas of outdoor bituminous pavement (the "Outdoor Paved Areas"); and

WHEREAS, Oleksandr Kes Kovalskyi of Arias Truck Repair, Inc (the "Applicant") desires to use the Existing Building for an automotive service use to repair trucks, and desires to store trucks on the Outdoor Paved Areas (collectively, the "Proposed Uses") on the Property; and

WHEREAS, Section 11 of the Zoning Code prohibits the use of property in the AD-2 District for automotive service except upon the granting by the Board of Trustees of a conditional use therefor; and

WHEREAS, Section 11 of the Zoning Code prohibits the use of property in the AD-2 District for the outdoor storage of vehicles accessory to a principal use except upon the granting by the Board of Trustees of a conditional use therefor; and

WHEREAS, in order to permit the Proposed Uses on the Property, the Applicant, with the consent of the Owner, has filed applications for: (i) a conditional use for automotive service; and (ii) a conditional use for outdoor storage of vehicles accessory to a principal use (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 the Requested Relief was duly

advertised in the Northwest Herald on December 1, 2023, and was held on December 18, 2023; and

WHEREAS, on December 18, 2023, after deliberation the PZC voted (6 aye, 0 nay, 1 absent, 0 abstain) to approve findings of fact and make a report and a recommendation to the President and Board of Trustees that the Requested Relief be denied; 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 does not meet the standards for conditional uses as set forth in Section 24.6 of the Zoning Code, in that:

- A. The Requested Relief would impede the normal and orderly development and improvement of surrounding airport properties for aviation uses permitted in the district;
- B. The Requested Relief would continue the loss of airport revenue from commercial activity fees, airport access license fees, and fuel purchases;
- C. The Requested Relief would continue to eliminate the use of a prime airplane hangar building for aviation purposes; and,

WHEREAS, the President and Board of Trustees have determined that it will serve and be in the best interests of the Village to deny the Requested Relief.

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 preambles 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 is hereby accepted.

SECTION 3: DENIAL OF CONDITIONAL USES. In accordance with and pursuant to Section 24.2 of the Zoning Code and the home rule powers of the Village, the Village President and Board of Trustees hereby deny the conditional use to allow for the use of the Property for automotive service, and hereby deny the conditional use to allow the outdoor storage of vehicles accessory to the principal use of automotive service on the Property.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 5: EFFECTIVE DATE. This Ordinance will be effective only upon the occurrence of all of the following events, which are conditions precedent:

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

Passed this 11th day of January, 2024 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	_____	_____	_____	_____

DENIED THIS 11TH DAY OF JANUARY, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

LOT 1 IN THE FINAL PLAT OF LOTS 1 AND 2 OF STEARMAN SUBDIVISION CONSOLIDATION, BEING A RESUBDIVISION OF LOTS 1 AND 2 OF STEARMAN SUBDIVISION, BEING A PART OF THE NORTHEAST QUARTER OF SECTION 17, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED MAY 5, 2014 AS DOCUMENT NUMBER 2014R0014071, IN MCHENRY COUNTY, ILLINOIS.

Commonly known as 8545 Pyott Road, Lake in the Hills, Illinois.

PIN: 19-17-276-003

REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION



PLANNING AND ZONING COMMISSION

MEETING DATE: December 18, 2023

DEPARTMENT: Community Development

SUBJECT: Conditional Uses for Automotive Service and Accessory Outdoor Storage of Vehicles at 8545 Pyott Road

EXECUTIVE SUMMARY

General Information

- Requested Action:*
- Conditional Use Permit to allow an automotive service use.
 - Conditional Use Permit to allow the outdoor storage of vehicles accessory to the principal use of automotive service.
- Owner:* LALL, LLC / Chris Gantz
- Applicant:* Oleksandr Kes Kovalskyi / Arias Truck Repair, Inc.
- Purpose:* To allow a truck repair business to operate on the subject property.
- Location and Size:* 8545 Pyott Road. Approximately 1.4084 acres in area.
- Zoning and Land Use:*
- | | |
|------------------|---|
| Site: | AD-2 Airport District 2 – manufacturing/ assembling |
| North: | AD-1 Airport District 1 – airport hanger |
| East: | AD-2 Airport District 2 – automotive service |
| South: | AD-2 Airport District 2 – medical part distribution & service |
| West: | AD-1 Airport District 1 – airport hanger |
| Future Land Use: | Commercial |

Background

Available documents show that the building on the private property at 8545 Pyott Road was originally constructed in 1992 as an airplane hangar. As such, previous property owners had entered into license agreements with the Village of Lake in the Hills to allow ingress and egress from the private hangar facility to the secure areas of the adjacent public airport property for general aviation purposes. The most recent license agreement was signed in 2014. In addition to allowing access to the airport, the agreement gave the Village the right to allow third-party aircraft parking on the western 20,000 square feet of the private property. The 2014 license agreement automatically terminated when the property was sold in March of 2021. Soon thereafter the property was used for non-aviation purposes. It should be noted that such license agreements are considered by the Village Board of Trustees without any review by the Planning and Zoning Commission, so the above is only included here to provide background information.

On March 22, 2021 the Village issued a business license to allow JHB Group to operate from the subject property. The company performs “trailer upfitting” services, which involves the assembling of components inside trailers to create mobile platforms for fire departments, police, military and public health professionals. This industrial assembling work meets the definition of manufacturing in the Zoning Code, which is permitted by right in the subject AD-2 zoning district without the need for approval of a conditional use permit.

The property is currently for sale, and Oleksandr Kes Kovalskiy of Arias Truck Repair, Inc. has a contract to purchase the property. Mr. Kovalskiy currently operates Arias Truck Repair in a leased tenant space in the Village at 14 Prosper Court, and wishes to move his business to the larger space on the subject property at 8545 Pyott Road. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code “automotive service” is allowed in the AD-2 zoning district only with the approval of a conditional use. Therefore, Mr. Kovalskiy has requested approval of this conditional use.

As part of the proposed truck repair business, the applicant desires outdoor space to park trucks that are dropped off for repair or that are waiting for pickup after being repaired. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code “outdoor storage of vehicles accessory to principal use” is allowed in the AD-2 zoning district only with the approval of a conditional use. Therefore, Mr. Kovalskiy has also requested approval of this second conditional use.

Analysis - Conditional Uses

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 uses being requested. The applicant has indicated on his submitted application form how he believes these factors are met. Staff has provided a detailed analysis below of all factors for the requests.

In the review of whether the proposed truck repair business 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, staff notes that the business has operated in various forms for several years. Arias Truck Repair has been licensed by the Village of Lake in the Hills to operate in Unit 10 of the building at 14 Prosper Court since January of 2021. The applicant has indicated that he previously provided such services from a location in Algonquin. The Village does not have record of any complaints regarding the business, and is not aware of any code violations. Staff finds that the approval of the conditional use permit at 8545 Pyott Road would allow the applicant to continue to provide a desirable service to the public.

In the review of whether the accessory outdoor storage of trucks is necessary or desirable and will contribute to the general welfare, staff notes that the submitted application form states that the outdoor parking will be “limited parking of serviced vehicles.” Staff finds that it is common for vehicle repair businesses to allow customers to drop off vehicles outside after hours, and for such businesses to park repaired vehicles outside after they are ready to be picked up by customers. The submitted site plan shows that truck trailers would be parked to the west of the building along the western property line, and that trucks would be parked to the south of the building along the southern property line. In this case, staff finds that allowing such accessory outdoor parking would be desirable because it would eliminate the need for vehicles to park on the east side of the building where they might block access for emergency vehicles, and would eliminate the temptation for drivers to park their vehicles along the entrance drive from Pyott Road where they might block access to the airport.

Next, staff has reviewed whether the proposed truck repair business and accessory parking 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 property directly to the east hosts a similar auto service business with outdoor parking, and the property to the south is an industrial business with an outdoor vehicle storage lot. These adjacent businesses have not been detrimental to general welfare, and staff finds that the proposed truck repair business would operate similarly. Therefore, staff finds that the proposed truck repair use generally would not be injurious to general welfare or property values in the vicinity. However, if vehicles were to be repaired outside the building or if vehicles in disrepair were to be stored outside the building for a long time, it would cause visual blight that might negatively affect properties values in the vicinity. Therefore, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include the conditions that all vehicle repairs must take place inside the building and no exterior vehicle repairs be allowed, and that vehicles in disrepair not be allowed to be stored outside the building for longer than 30 days.

Regarding the outdoor storage of trucks and trailers, staff finds two potential issues regarding the safety of persons working in the vicinity due to the location being directly adjacent to the secured airport areas. The Federal Aviation Administration recognizes (in FAA Advisory Circular 150/5210-20A) that there are preventable accidents every year on airports that are related to unnecessary vehicle traffic or untrained drivers. For this reason, the FAA recommends that airport operators keep vehicular activity on the airport to the minimum required for operations, and that vehicles be limited to those necessary. Currently there is no barrier to separate the western parking area on the property from the restricted airport area, which means that drivers of trucks and trailers could inadvertently drive or park in the restricted airport area and cause accidents with aircraft. Therefore, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include a condition to require that the applicant install a six-foot tall chain link fence around the perimeter of the outdoor vehicle storage areas to prevent unauthorized vehicular access to the restricted airport areas.

Further, as noted above, the previous airport access license agreement for the property allowed third-party aircraft parking on the western 20,000 square feet of the subject property. The result of this agreement was also the preservation of a large open paved area that allowed aircraft to easily access the adjacent hangar building on the airport property directly west of the subject property. The property to the south (8585 Pyott) is also reliant on the western edge of the subject property for planes to access the airport. The addition of fencing and the parking of trailers all the way up to the western lot line of the subject property would make it much more difficult for aircraft to access the adjacent hangar building and impossible for the 8585 Pyott property to access the airport. Specifically, the adjacent hangar building is located approximately 42 feet west of the western lot line of the subject property. However, all of the access aisles between hangar buildings elsewhere on the airport are at least 60 feet wide. If trucks and trailers were to be approved to be stored within 42 feet of the adjacent hangar, staff finds that it would be injurious to property values for the users and owners of the hangar building, in that larger planes would not be able to access the building anymore. Therefore, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include the condition that the required perimeter fencing and all vehicles stored or parked outside must be set back not less than 60 feet from any hangar building on the adjacent airport property. Further, to ensure that the area west of the fence could be used for the legal ingress and egress of aircraft, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include the condition that the property owner must dedicate a permanent public access easement to the Village over this area at no cost. It should be noted that the above dimensions were based on measurements taken from Google Earth. If the Planning and Zoning Commission were inclined to recommend

approval of the proposed conditional uses, staff suggests that the commissioners also consider any testimony regarding minimum aisle widths provided from pilots or aircraft owners during the public hearing.

Third, staff has reviewed whether the establishment of the truck repair business and outdoor vehicle storage will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The property directly to the east is already developed with an auto repair business, which will not be affected by the proposed use. The property directly to the south is already developed with a hangar building used for industrial purposes, which will not be affected by the proposed use. However, the land directly to the north and west is Lake in the Hills Airport property owned by the Village. Staff notes that large areas of the airport property remain to be developed, and one of the primary vehicular access points to the airport is located directly north of the building partially on the subject property. It would impede future development of the airport property if this vehicular access point were to be blocked. Legally, the Village owns an access easement along the northern 25.39 feet of the subject property (granted in 1991 per a document recorded with the McHenry County Recorder as document number 91R17119) that ensures public access in this area. Additionally, the Village owns fence and gate on the north side of the building, which was allowed to be installed per an easement granted in 1998 by a document recorded with the McHenry County Recorder as document number 1998R0062992. The fence/gate easement expired automatically after 20 years in 2018. Therefore, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include a condition that the property owner must dedicate a permanent fence/gate easement to the Village at no cost to replace the 1998 easement. Additionally, staff could not recommend approval of the proposed conditional uses unless the Planning and Zoning Commission were to include a condition prohibiting vehicle parking, stopping or standing on the northern 25.39 feet of the subject property to ensure that access to the airport property is not impeded.

Further, as noted above, the building on the subject property was originally constructed in 1992 as an airplane hangar. It has been used for aviation purposes for over 28 years. During that time such aviation usage has contributed to the development and improvement of the airport through the payment of airport commercial activity fees, payment of airport access license fees, and the purchase of fuel for aircraft. This revenue stream was lost in 2021 when the property stopped being used for aviation purposes, and this loss has reduced the funds available to the airport for future development and improvement. Approval of the proposed conditional uses would continue to eliminate this funding source. The building still has all of the features of a hangar and is in prime condition to be again used for aviation purpose, and the cost to develop a similar public hangar would be prohibitive based on the budget of the airport. Regarding this review factor, the applicant has indicated on his submitted application form the following: *“The location and size of the proposed use (truck repair), and all associated operations, including the intensity of the operation and location of site with respect to the streets, will all be in harmony with the appropriate and orderly development of the district. The proposed use and development will not directly result in the destruction, loss, or actual damage of any natural, scenic, or historic feature of significant importance.”*

While the size and intensity of the proposed uses may not be obtrusive in general, staff notes that the applicant's response regarding this factor does not address the loss of airport revenue and the loss of the use of a prime airplane hangar building at the airport. Therefore, staff finds that the establishment of the truck repair business and outdoor vehicle storage would impede the normal and orderly development and improvement of the adjacent airport property for aviation uses permitted in the district, which does not support the requests.

In the review of the extent to which the conditional uses are harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents, staff notes that the map for Subarea 3 in the comprehensive plan calls for commercial development on the subject property. The proposed truck repair business is a commercial business, which is compatible with the plan.

Next, staff has considered the amount of traffic congestion or hazards, if any, that may occur as a result of the proposed conditional uses, 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 proposed business is not a trucking terminal or distribution business, which would involve many trucks arriving to and leaving from the property on a daily basis. Instead, the proposed business just involves the repair of trucks, and trucks will only leave the property after repairs have been completed. Staff expect that the amount of traffic will be similar to the traffic from the existing "trailer upfitting" business on the property, and staff is not aware of any traffic congestion concerns from this existing business. Therefore, if the owner were to be subjected to compliance with all of the conditions noted above, staff would find that the truck repair business would not result in additional traffic congestion or hazards.

Regarding pedestrian circulation, staff notes that Pyott Road has a rural two-lane cross section with ditches and no sidewalks, so pedestrians are not likely to walk to the site on foot, and additional pedestrian improvements are not necessary.

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 public sewer and water service is not available at the subject property. Instead, the property is currently served by a private well and private septic system. As recently as 2014 the existing well and septic systems were examined by the McHenry County Health Department during a re-subdivision of the subject property, and no issues were identified at that time. The Village is not aware of any new issues with these systems since 2014. The new truck repair business will be required to comply with the requirements of the Lake in the Hills building code and with the requirements of the McHenry County Health Department to ensure that petroleum products from vehicle repairs do not negatively affect the sanitary system, and staff finds that the service demand from the new business will be similar to the existing business. Other utilities such as gas and electrical are already in place, and other public services such as police and fire protection services are already in place.

Finally, staff has examined whether the proposed uses will comply with the regulations and conditions specified in the Zoning Code for such uses. Staff does not have record of any code violations on the subject property at 8545 Pyott Road or at the applicant's current business location at 14 Prosper Court. No new construction is proposed on the property. Therefore, staff finds that the proposed uses will comply with the requirements of the Zoning Code.

Findings – Summary, Conditional Uses

Based on the analysis noted above, staff offers draft findings that support six of the seven review factors in Section 24.6 of the Zoning Code, but that do not support one of the seven factors. Specifically, staff finds that the establishment of the conditional uses will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. 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 uses on the property at 8545 Pyott Road are necessary or desirable to provide a service or a facility which is in the interest of public convenience and would contribute to the general welfare of the neighborhood or community, in that they would allow an established Village business to continue operating in the vicinity and continue providing a service to local residents and businesses, and in that the short-term parking of serviced vehicles behind the building on the property would allow vehicles to be stored without blocking traffic in the vicinity.*
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 uses would 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 automotive service use with accessory outdoor storage is similar to existing adjacent uses that are not detrimental, only if the uses were subject to the conditions that all vehicle repairs take place inside the building on the subject property and no exterior vehicle repairs are allowed, that vehicles in disrepair are not be stored outside the building for long periods of time, that a six-foot tall chain link fence be installed by the property owner around the perimeter of the outdoor vehicle storage areas to prevent unauthorized vehicular access to the restricted airport areas, that the required perimeter fencing and all vehicles stored or parked outside be set back not less than 60 feet from any hangar building on the adjacent airport property, and that the property owner dedicate a permanent public access easement to the Village over the areas outside the fence at no cost to the Village.*
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 uses will impede the normal and orderly development and improvement of surrounding airport properties for aviation uses permitted in the district, in that the uses will continue the loss of airport revenue from commercial activity fees, airport access license fees, and fuel purchases, and in that the truck repair business will continue to eliminate the use of a prime airport hangar building for aviation purposes.*
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 uses are harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents in that the map for Subarea 3 in the Village's comprehensive planning documents calls for commercial development on the subject property, and the proposed uses are commercial in nature.*

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 uses would not create traffic congestions or hazards in that the proposed truck repair business would generate a similar amount of traffic as the existing trailer upfitting business on the property, and the existing business does not create any traffic congestion or traffic hazards.*
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 uses can be adequately served by the existing private well and septic systems, can be adequate served by public utilities that already serve the property, and can be adequately served by existing police and fire protection services.*
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 uses will comply with the applicable regulations of the Zoning Code, in that no new buildings or pavement are proposed to be constructed on the property.*

ATTACHMENTS

1. Application
2. Exhibits
3. Survey

RECOMMENDED ACTION

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

A motion to recommend denial of the requested Conditional Use Permits to allow Arias Truck Repair, Inc. to operate an automotive service business with accessory outdoor vehicle storage on the property at 8545 Pyott Road, per the findings noted in the staff report dated December 18, 2023.

RECEIVED

NOV 21 2023

Village of Lake in the Hills
Community Development



Village of Lake in the Hills Development and Zoning Application

Date: 11/17/2023

Property Information

Common street address: 8545 Pyott Rd, Lake In The Hills

PIN (Property Index Number): 19-17-276-003-0000

Current Zoning: AD2 Proposed Zoning: AD2

Current Use: Mechanical assembly/ repairs Proposed Use: trucking repairs with limited parking of serviced vehicles

Is the request consistent with the Comprehensive Plan? _____

Number of Acres: 1.43 acres 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): LALL, LLC - sole manager Chris Gantz

Business/Firm Name (if applicable): LALL, LLC

Address: 211 Bridgle Path Ln

City/State/Zip: Fox River Grove, IL 60061

Phone Number: 847-961-2161

Email: chris@jhbgroup.org

Applicant Information

Name(s): Oleksandr Kes Kovalskyi

Business/Firm Name (if applicable): Arias Truck Repair, Inc.

Address: 12 Bunker Hill Court

City/State/Zip: Algonquin, IL 60102

Phone Number: 224-245-6335

Email: o.kes@yahoo.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 Plat		\$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	\$500.-
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	
Development Plan Review		\$500 + \$10/ac	M	No	
Total Fees					\$500.-
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

 Applicant Signature

Nov. 17, 2023
 Date
 11/30/23
 Date

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.

Appendix I
Conditional Use

Conditional Use Applying For: Arias Truck Repair, Inc

**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.**

I do not plan to change the structure or nature of the buildings and property such that it is differs greatly from structures as they are now. Nor do I plan to change the landscaping in a negative manner such that my use would unreasonably hinder or discourage the appropriate development and use of adjacent land/buildings.

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.**

I anticipate that the impact on property values will only be positive. My business is therefore unlikely to negatively impact property values, but is rather likely to increase property value by virtue of increased business, as a vibrant business sector helps create a thriving local economy and attract more capital.

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.**

The location and size of the proposed use (truck repair), and all associated operations, including the intensity of the operation and location of site with respect to the streets, will all be in harmony with the appropriate and orderly development of the district. The proposed use and development will not directly result in the destruction, loss, or actual damage of any natural, scenic, or historic feature of significant importance.

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.**

My business is therefore unlikely to negatively impact property values, but is rather likely to increase property value by virtue of increased business, as a vibrant business sector helps create a thriving local economy and attract more capital.

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.**

The proposed use will not cause an exceptional amount of traffic congestion or attract significant amounts of traffic through residential districts.

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.**

The proposed use will be served adequately by essential public facilities and services such as streets, public utilities, drainage structures.

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.**

The proposed use will comply with the regulations and conditions specified in the Zoning Code as the conditional use of the premises with the conditions outlined in section 24.6.

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

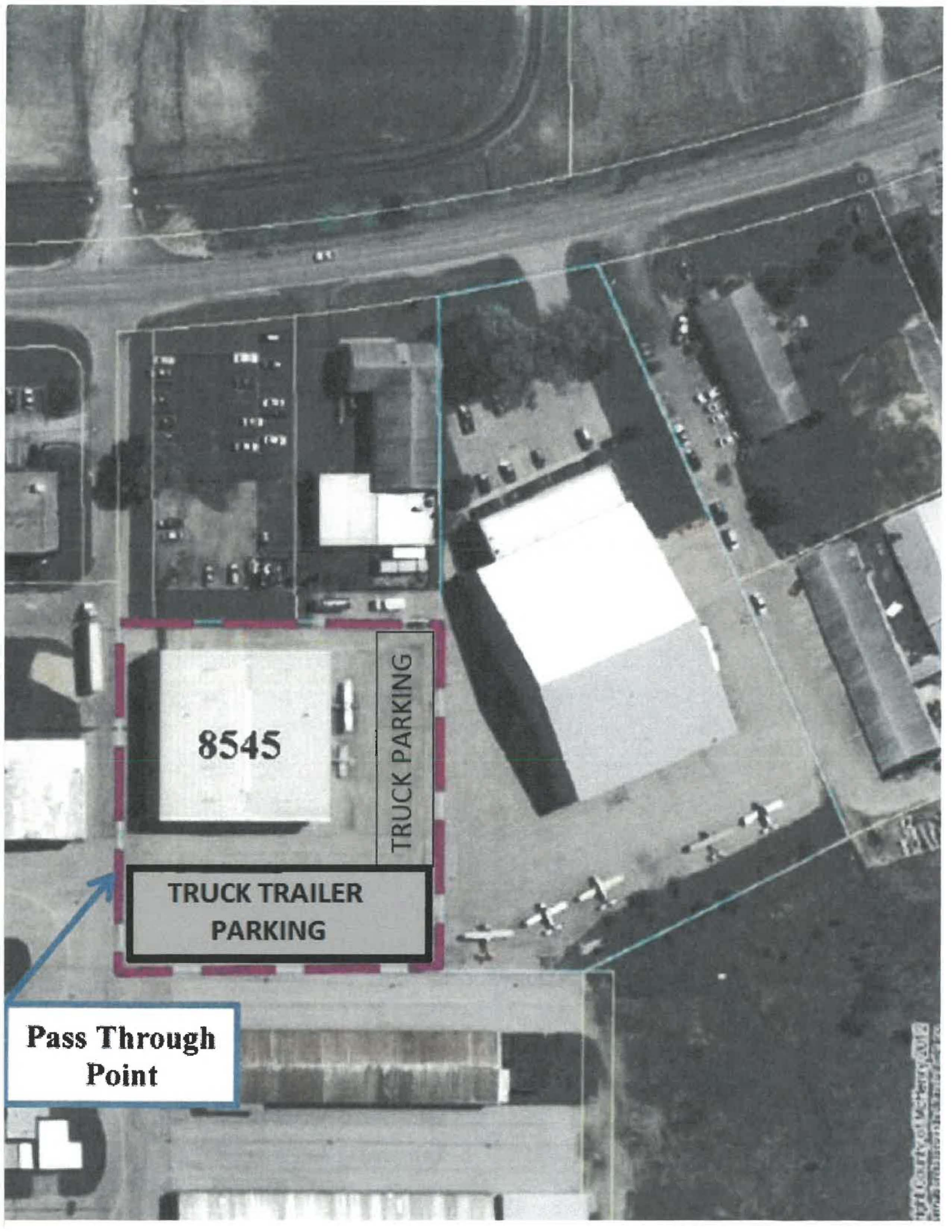
Property Owner Signature

Date


Orlasandri Rex Kovablogt (Nov 11, 2023 17:00 CST)

Applicant Signature

Date



8545

TRUCK PARKING

TRUCK TRAILER
PARKING

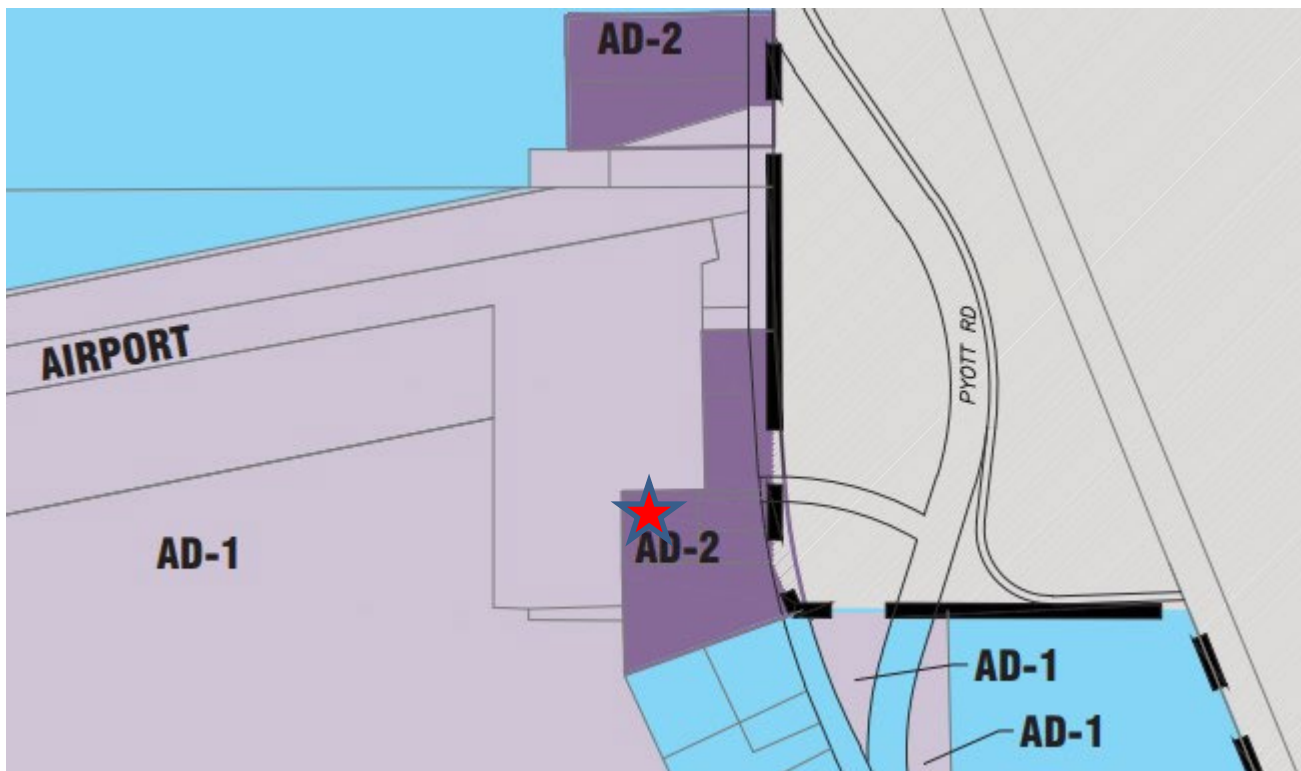
Pass Through
Point

Conditional Uses for Arias Truck Repair at 8545 Pyott Road

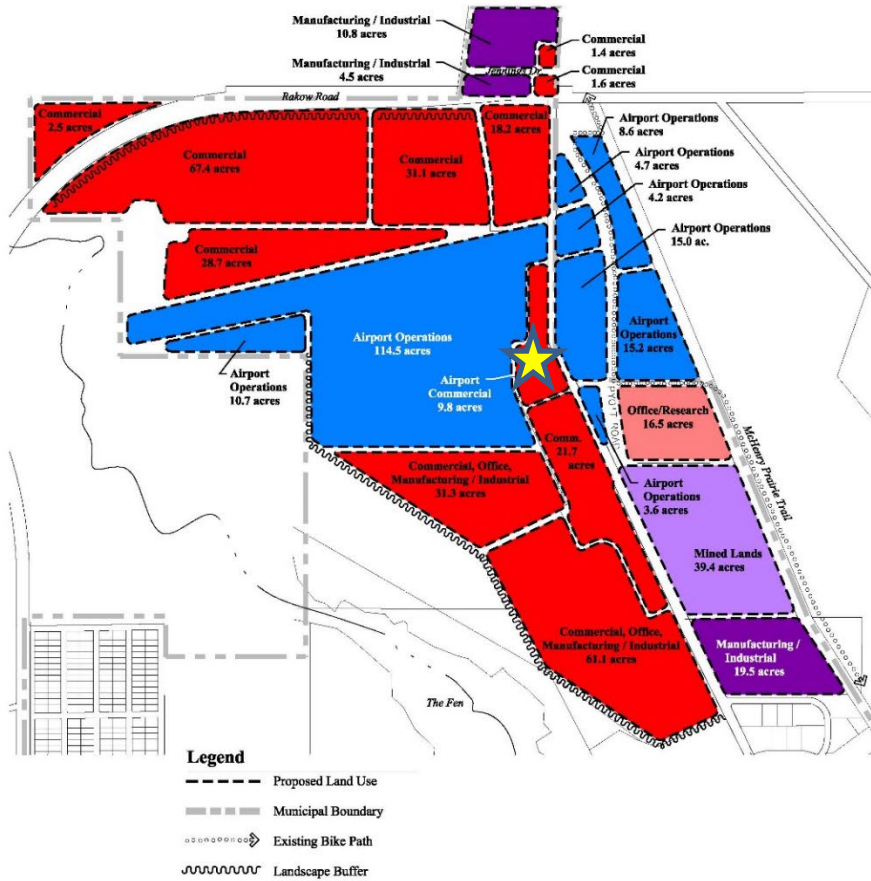


2. EXHIBITS

ZONING MAP



COMPREHENSIVE PLAN, SUBAREA 3 MAP



Lake in the Hills Comprehensive Plan Update Concept Plan Subarea 3

Size: 552.0 Acres



Goals:

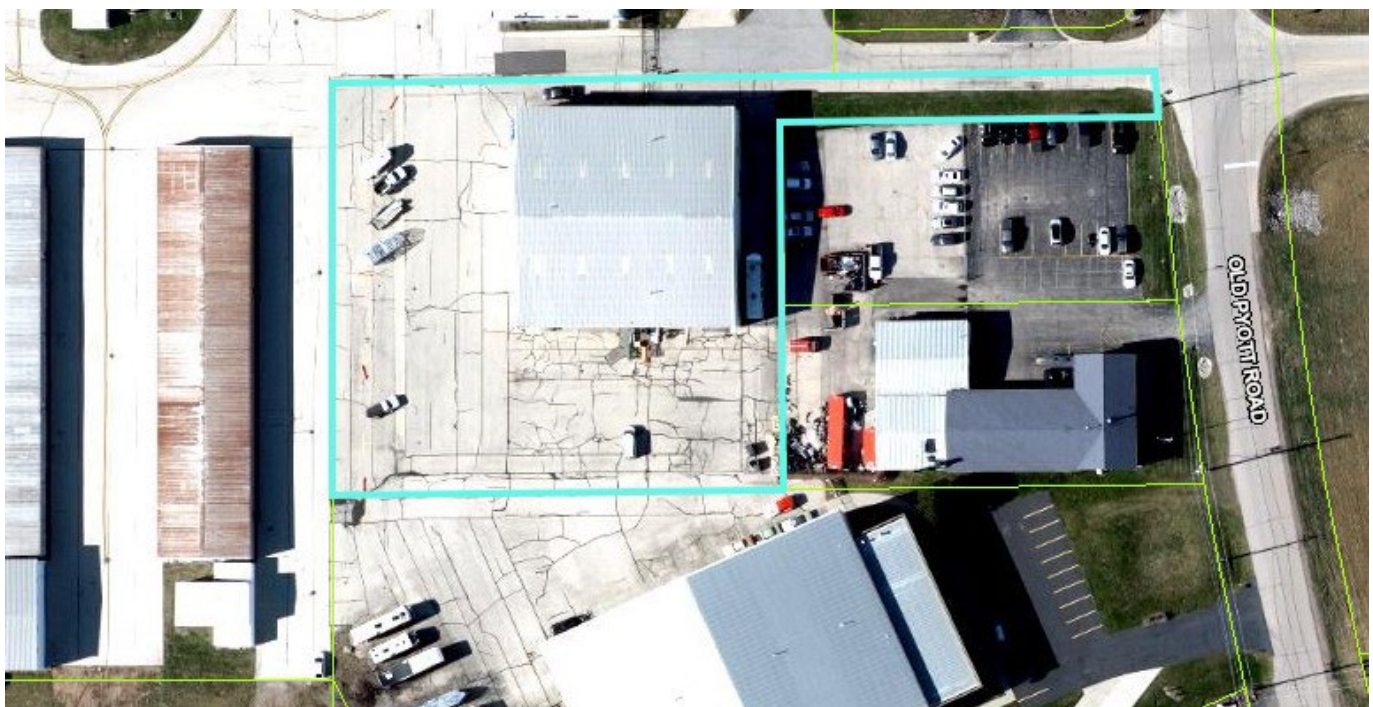
- Create a mixed use regional center that:
 - Establishes a mix of retail/commercial uses along Rakow Road
 - Takes advantage of the existing airport
 - Provides opportunities for corporate offices
 - Includes office, warehouse and distribution centers
 - Establishes locations for office, research and development
- Develop support services for this regional center that includes:
 - Hotel and restaurant
 - Support commercial for employees
- Provide access to existing recreation and open space, such as:
 - Prairie Trail
 - The Fen and surrounding open space
- Integrate airport renovation plans
- Developments should be in compliance with the Airport Hazard Zoning Regulations (chapter 26)
- Integrate Strategic Plan for Economic Development

Potential Uses:

- Retail/Commercial
- Corporate office
- Hotel/Restaurant
- Business services (i.e., printing, photography, etc.)
- Personal services (i.e., hair salon, drycleaning)
- Airport commercial
- Office/warehouse/distribution centers
- Office/research and development

PLANNING
RESOURCES INC.
Date: 3.6.13

AERIAL PHOTO



PROPERTY PHOTOS

View of north and east sides of building



View of west side of building



View of south
and west sides
of building



View of inside
the building



List of Findings and Conditions

Findings

1. The requested conditional uses on the property at 8545 Pyott Road are necessary or desirable to provide a service or a facility which is in the interest of public convenience and would contribute to the general welfare of the neighborhood or community, in that they would allow an established Village business to continue operating in the vicinity and continue providing a service to local residents and businesses, and in that the short-term parking of serviced vehicles behind the building on the property would allow vehicles to be stored without blocking traffic in the vicinity.
2. The requested conditional uses would 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 automotive service use with accessory outdoor storage is similar to existing adjacent uses that are not detrimental, only if the uses were subject to the conditions that all vehicle repairs take place inside the building on the subject property and no exterior vehicle repairs are allowed, that vehicles in disrepair are not be stored outside the building for long periods of time, that a six-foot tall chain link fence be installed by the property owner around the perimeter of the outdoor vehicle storage areas to prevent unauthorized vehicular access to the restricted airport areas, that the required perimeter fencing and all vehicles stored or parked outside be set back not less than 60 feet from any hangar building on the adjacent airport property, and that the property owner dedicate a permanent public access easement to the Village over the areas outside the fence at no cost to the Village.
3. The requested conditional uses will impede the normal and orderly development and improvement of surrounding airport properties for aviation uses permitted in the district, in that the uses will continue the loss of airport revenue from commercial activity fees, airport access license fees, and fuel purchases, and in that the truck repair business will continue to eliminate the use of a prime airport hangar building for aviation purposes.
4. The requested conditional uses are harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents in that the map for Subarea 3 in the Village's comprehensive planning documents calls for commercial development on the subject property, and the proposed uses are commercial in nature.
5. The requested conditional uses would not create traffic congestions or hazards in that the proposed truck repair business would generate a similar amount of traffic as the existing trailer upfitting business on the property, and the existing business does not create any traffic congestion or traffic hazards.
6. The requested conditional uses can be adequately served by the existing private well and septic systems, can be adequate served by public utilities that already serve the property, and can be adequately served by existing police and fire protection services.
7. The requested conditional uses will comply with the applicable regulations of the Zoning Code, in that no new buildings or pavement are proposed to be constructed on the property.

Conditions

1. All vehicle repairs must take place inside the building on the subject property and no exterior vehicle repairs shall be allowed.
2. Vehicles in disrepair may not be stored outside the building for longer than 30 days.
3. The applicant must install a six-foot tall chain link fence around the perimeter of the outdoor vehicle storage areas to prevent unauthorized vehicular access to the restricted airport areas, subject to review and approval of the fence location by Village staff.
4. The property owner must obtain written approval from the Federal Aviation Administration for all changes in allowable access to the airport.
5. The required perimeter fencing and all vehicles stored or parked outside must be set back not less than 60 feet from any hangar building on the adjacent airport property.
6. The property owner must dedicate a permanent public access easement to the Village at no cost over all area of the property outside the required perimeter fencing.
7. The property owner must dedicate a permanent fence/gate easement to the Village at no cost to replace the easement granted in the document recorded with the McHenry County Recorder as document number 1998R0062992.
8. No vehicle parking, stopping or standing shall be allowed on the northern 25.39 feet of the subject property.