



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

APRIL 23, 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. Police
    1. Access Easement Agreement with Costco Wholesale Corporation
  - B. Community Development
    1. Ordinance Granting Conditional Use and Variations for Consumers Credit Union at 2450 W. Algonquin Road
  - C. Public Works
    1. Reject all Bids for the Well 14 Roof & Gutter and Well 12 Siding Replacement Project
    2. Contract with CMT, Inc. for Engineering Services for the Roof Rehabilitation at 8399 Pyott Road
  - D. Parks & Recreation
    1. Selection of NuToys as the Village's Park and Playground Services Provider
5. Board of Trustees
6. Village President
  - A. Proclamation - Arbor Day - April 26, 2024
  - B. Proclamation - Building Safety Month - May 2024
  - C. Proclamation - Mental Health Month - May 2024
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:** April 23, 2024

**DEPARTMENT:** Police

**SUBJECT:** Access Easement Agreement between Costco Wholesale Corporation and the Village of Lake in the Hills

## EXECUTIVE SUMMARY

---

At the December 12<sup>th</sup>, 2023 Committee of the Whole, the police department came before the Village Board to seek approval of an Access Easement Agreement between the Village of Lake in the Hills, Costco Wholesale Corporation and Lowe's Home Centers LLC. The access easement rights were for construction of a predominately egress only driveway for the new police facility. The Village Board approved the agreement presented, conditioned upon the receipt of signatures from both Costco Wholesale Corporation and Lowe's Home Centers LLC.

Costco Wholesale Corporation signed the agreement as presented however despite numerous communications and requests, Lowe's Home Centers LLC has failed to sign the agreement or provide any reasoning for the persistent delays. In an effort to move the project forward, Costco Wholesale Corporation and the Village have revised the agreement, subsequently removing Lowe's Home Center LLC as a party and adding contractual indemnity language. Lowe's is not an owner of the property, they were added to the original agreement at the request of Costco as Lowe's is considered a participating party as noted in the Covenants & Restrictions document 2003R0015644 with Costco.

The attached Access Easement Agreement grants the Village:

1. a perpetual, non-exclusive access easement to be able to generally access the existing drive area;
2. a perpetual driveway easement from Costco for the placement of our drive connecting to Costco's existing drive; and
3. a temporary, non-exclusive construction easement for the construction of our driveway connecting to Costco's drive.

The Village shall be responsible for the installation, maintenance, repair, and replacement of our driveway easement. The Village, not stated in the Agreement, would also pay Costco \$10,000 for the perpetual access easement to use Costco's drive, which is preferable to the alternative of paying an open-ended contribution percentage towards future repair costs whenever the Costco drive needs maintenance.

## FINANCIAL IMPACT

---

The financial impact is \$10,000 for the Village to secure its easement rights.

## **ATTACHMENTS**

---

1. Proposed Access Easement Agreement

## **RECOMMENDED MOTION**

---

Motion to approve the Access Easement Agreement between Costco Wholesale Corporation and the Village of Lake in the Hills, conditioned on the receipt of the other parties' signature.

**After recording return to:**

Christian F. Torgimson  
Parker Poe Adams and Bernstein LLP  
1075 Peachtree Street NE  
Suite 1500  
Atlanta, GA 30309

**ACCESS EASEMENT AGREEMENT**

THIS ACCESS EASEMENT AGREEMENT (the “*Agreement*”), is made as of the \_\_\_\_\_ day of April, 2024 (“*Effective Date*”), by and between **COSTCO WHOLESALE CORPORATION**, a Washington corporation (“*Costco*”) and the **VILLAGE OF LAKE IN THE HILLS, ILLINOIS**, a municipality of the state of Illinois (“*Village*”).

A. WHEREAS, Costco is the owner of certain real property identified as Tax Parcel No. 19-30-227-072 and described on **Exhibit “A”** attached hereto and made a part hereof (“*Costco Property*”); and

B. WHEREAS, the Village owns certain real property adjacent to the Costco Property (“*Village Property*”), and in accordance with Project No. 50153618, requires certain access easement rights for purposes of emergency access in connection with the construction of a new municipal building for the Lake Hills Police Department (“*Project*”), all as shown on the Project plans attached as **Exhibit “B”** and made a part hereof; and

C. WHEREAS, as part of the Project, Costco agrees to grant the Village a perpetual, non-exclusive access easement, for the primary purpose of establishing and maintaining access for emergency vehicles to exit the Village Property and connect to the existing access drive (the “*Common Access Drive*”) located on and running along the westerly boundary of the Costco Property (the “*Access Easement*”), as more fully described by metes and bounds description on **Exhibit “C”** attached hereto and made a part hereof, and as shown on the “Access Easement Exhibit,” attached hereto as **Exhibit “D”**; and

D. WHEREAS, Costco also agrees to grant the Village a perpetual, non-exclusive driveway easement (the “*Driveway Easement*”) over a limited portion of the existing access drive

located on the Costco Property (the “*Costco Driveway*”), a portion of which is a part of the Common Access Drive, for emergency access from the Access Easement to the nearest public right of way, as more fully described by metes and bounds description on **Exhibit “C”** attached hereto and made a part hereof, and as shown on the “Driveway Easement Exhibit,” attached hereto as **Exhibit “E”**; and

E. WHEREAS, Costco further agrees to grant the Village a temporary, non-exclusive construction easement for the construction of an egress point in the Access Easement (the “*Temporary Construction Easement*”), as shown as the western 55.00’ of the area north of the marked Point of Beginning (POB), as shown on the “Driveway Easement Exhibit,” **Exhibit “E”**, attached hereto and made a part hereof.

NOW, THEREFORE, for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the parties do hereby agree as follows:

1. RECITALS. The recitals above are incorporated herein by this reference, as matters of contract and not mere recital.

2. ACCESS EASEMENT.

(a) Costco hereby declares, grants and conveys to the Village the Access Easement for the sole purpose of establishing and maintaining an egress driveway from the Village Property onto the Costco Property to permit emergency vehicles to exit the Village Property and access Village Hall Drive or the nearest public right-of way during emergencies (the “*Egress Driveway*”).

(b) Costco further declares, grants and conveys the Driveway Easement, for the limited purpose of permitting emergency vehicles to exit the Egress Driveway and the Access Easement by turning south from the Egress Driveway to and over and across the Costco Driveway solely for purposes of accessing Village Hall Drive or the nearest public right of way during emergencies.

(c) The Access Easement granted hereunder shall expressly include the right of the Village to enter upon the Access Easement from the Village Property to maintain and repair to the Egress Driveway in the Access Easement, which work by the Village shall be performed in accordance with the applicable provisions of Section 3 and 4 hereof.

(d) Nothing herein is intended to create or grant any rights or dedication whatsoever for the benefit of the general driving public in or to the Access Easement or to the Costco Driveway. Except as granted herein, there shall be no cross access between the Costco Property and the Village Property via the Access Easement, no taking of or grant of access to the Costco Driveway except as expressly provided in Section 2(b) above, and no parking on the Access Easement or the Costco Driveway, and nothing herein shall be deemed to grant a parking easement to the Village. The Access Easement shall not be blocked, closed or removed and no barriers, obstructions, fences or other hindrances to free and unrestricted one-way vehicular traffic shall be erected or maintained on or within the Access Easement; provided, however, Costco shall be permitted to maintain fencing, curbing,

landscaping or other improvements on the Costco Property that do not materially interfere with the Access Easement.

(e) Costco shall have the right to use the Costco Driveway for all existing and future uses, including pedestrian and vehicular use, truck deliveries, and maintenance, as well as the right to restore, repair and make adjustments to the configuration of the Costco Driveway; provided, however, in no event shall any portion of the Access Easement be closed or reconfigured in such a way as to disrupt or hinder vehicular egress from the Village Property for the emergency purposes as described above. Notwithstanding the foregoing, during any required maintenance, repair, or replacement of the Costco Driveway, there may be some temporary disruption of the use thereof so long as reasonable access to and from Village Hall Drive or the nearest public right-of way and the Village Property via the Access Easement Area is always provided.

3. TEMPORARY CONSTRUCTION EASEMENT.

(a) Costco further grants and conveys to the Village the Temporary Construction Easement across, over, and upon the portion of the Costco Property as described in Recital E, *supra*, for the limited purpose of the construction and installation of the Egress Driveway as more fully described in Recital E, *supra*.

(b) Construction of the Egress Driveway shall be constructed in accordance with the Project Plans at **Exhibit “B”**, at the sole cost and expense of the Village, and Costco shall have no obligation to construct, extend or otherwise modify the Costco Driveway beyond its existing location as depicted on **Exhibit “E”** to accommodate the Egress Driveway. The Village shall proceed with construction diligently to completion as soon as reasonably possible, so as to minimize any interference with the operation of the Costco Property. The Temporary Construction Easement shall expire upon completion of the Egress Driveway or no later than ninety (days) from the beginning of construction of the Egress Driveway, whichever is sooner.

(c) For construction or maintenance of the Egress Driveway, the Village and its contractors, subcontractors, employees, and/or agents (collectively, the “**Constructing Parties**”) agree to the following:

- i. The Constructing Parties shall provide at least thirty (30) days’ written notice to Costco, or Costco’s designee, prior to the commencement of construction within the Temporary Construction Easement or to the commencement of any future maintenance work in the Access Easement, including the contact information for the contractor or project manager.
- ii. Prior to the construction of the Egress Driveway, the Constructing Parties shall provide to Costco, or Costco’s designee, a complete copy of all final drawings or plans for the Egress Driveway, including but not limited to, detour plans, mainline or construction plans, cross sections and profiles, and utility plans.
- iii. The Constructing Parties shall only proceed with construction activities Monday through Thursday from 6:00 a.m., GMT-6 (Central Standard Time), through 5:00 p.m., GMT-6 (Central Standard Time), provided however that the

Constructing Parties shall cease all construction activities on the following dates:

- a. May 20<sup>th</sup> through 30<sup>th</sup>
  - b. June 30<sup>th</sup> through July 6<sup>th</sup>
  - c. August 30<sup>th</sup> through September 8<sup>th</sup>
  - d. November 17<sup>th</sup> through 27<sup>th</sup>
  - e. December 15<sup>th</sup> through January 5<sup>th</sup>
- iv. The Constructing Parties shall not alter the existing grade or slope of the Costco Property and Costco Driveway.
  - v. The Constructing Parties shall not disturb or relocate any utilities, utility poles, retaining walls, or other improvements within the Access Easement, the Costco Driveway, or the Costco Property without advanced written permission from Costco.
  - vi. The Constructing Parties shall not use the Easements, the Costco Driveway, or the Costco Property for parking, storage or staging of materials, equipment, or vehicles.
  - vii. The Constructing Parties shall not use the Costco Driveway to access the Easements or the Village Property for any other construction or maintenance purposes.
  - viii. The Constructing Parties shall perform all installation, maintenance, repair, and replacement of the Egress Driveway in a good and workmanlike manner, in accordance with all applicable laws and regulations.

4. RESTORATION. During the construction or maintenance of the Egress Driveway, any disturbance of any portion of the Costco Property or any improvements located thereon, or the Costco Driveway, the Village shall at its sole cost and expense restore such disturbed areas to the same condition, cut and contour as existing immediately preceding said disturbance, including repaving all disturbed pavement with like materials, and the Village shall ensure that the existing grading and support of the Costco Driveway has not been impaired. Furthermore, the Village shall cause any landscaped areas to be restored, re-grassed, and replaced with like materials. All restoration work shall be completed within sixty (60) days of the initial disturbance unless otherwise provided for herein. If the disturbance requires restoration work which shall take longer than sixty (60) days, the Village shall provide prior written notice in accordance with Paragraph 3 herein. This provision shall survive the expiration or termination of this Access Easement Agreement, and Costco retains the right to seek compensation for any damages caused by any violation or failure to comply with this provision.

5. MAINTENANCE COST. In consideration for the increased maintenance fees anticipated by Costco in relation to the Costco Driveway as a result of the construction of the

Egress Driveway, the Village has paid concurrently with the execution of this Agreement a one-time lump sum payment to Costco, and shall not be required to make annual maintenance payments.

6. INSURANCE. Prior to entering onto the Costco Property pursuant to this Easement Agreement, the Village shall keep and maintain (or cause to be kept and maintained by a tenant or lessee) comprehensive general liability insurance on an “occurrence” basis for the benefit of Costco against claims for “personal injury” liability, including without limitation, bodily injury, death or property damage liability with a limit of not less than \$5,000,000 in the event of “personal injury” to any number of persons or of damage to property arising out of any one occurrence with respect to the use of the Access Easement. Such insurance may be furnished under a “primary” policy and an “umbrella” policy or policies. Copies or certificates of the insurance required by this Section, bearing notations evidencing payment of the premiums or other evidence of payment, shall be delivered by the Village to Costco upon prior request.

7. CONSTRUCTION INDEMNITY. The Village, and its successors or assigns, will indemnify, defend, and save Costco (the “Indemnified Parties”) and its successors or assigns, harmless from any damage or injury, either to persons or personal property, sustained by the Indemnified Parties, their contractors, invitees, agents, employees or others, which damage or injuries are caused by any act or omission of the Village, its agents, contractors, invitees or employees, originating from any activity, work, or things done by or permitted by the Village within the Access Easement or use of the Costco Driveway pursuant to this Access Easement Agreement. Nothing in this paragraph is intended to, nor shall it, inure to the benefit of a third party, nor shall it preclude either party from asserting statutory or common law defenses and/or immunities to third party claims.

8. CONTRACTUAL INDEMNITY. Costco is a party to that certain Easements, Covenant, Conditions and Restrictions with Lowe’s Home Centers, LLC (“*Lowe’s*”) dated January 2003 and recorded at Document No. 2003R0015644 in the McHenry County, Illinois recorder office, as amended by that certain First Amendment to Easements, Covenants, Conditions and Restrictions dated September 8, 2003 and recorded at Document No. 2003R0139556, aforesaid records, and as further amended by that certain Second Amendment to Easements, Covenants, Conditions and Restrictions dated October 1, 2003 and recorded at Document No. 2003R0139558, aforesaid records (as amended, the “*Declaration*”). Except as specifically referenced herein, nothing in this Agreement is intended to amend or modify the Declaration. The Village will indemnify, defend, and save Costco and its successors or assigns, harmless from any claims and/or liabilities brought by Lowe’s regarding its rights pursuant to the Declaration arising out of or related to the Village’s construction and easement rights exercised for the Project.

9. NOTICE. Any notice required or to be given under the terms of this Access Easement Agreement shall be sent by registered or certified mail, postage prepaid, return receipt requested, or shall be sent by nationally recognized commercial courier via overnight delivery, to the addresses set forth below, or to such other addresses as are specified by written notice given in accordance herewith. All notices, demands, or requests sent by mail shall be deemed given on the date of deposit in the United States Mail; and those given by commercial courier as hereinabove provided shall be deemed given on the date of deposit with the commercial courier. The Notice addresses are as follows:



If to Costco:

Costco Wholesale Corporation  
999 Lake Drive  
Issaquah, WA 98027  
Attn: Legal Dept/Property  
Management  
Re: Location #774  
(Lake in the Hills, IL)

With a copy to:

Parker Poe Adams & Bernstein, LLP  
1075 Peachtree Street NE  
Suite 1500  
Atlanta, GA 30309  
Attn: Christian F. Torgrimson, Esq.

If to the Village:

Village of Lake in the Hills  
10 Harvest Gate  
Lake in the Hills, IL 60156  
Attn: Shannon Andrews,  
Administrator

With a copy to:

ZRFM Law  
50 Virginia Street  
Crystal Lake, IL 60014  
Attn: Brad Stewart, Esq.

Costco, the Village, and successor parties of each, shall have the right to give notice of their respective notice addresses at any time and from time to time. The date of actual receipt of any notice given in accordance with the above requirements shall be deemed to be the date of service thereof unless the notice or demand cannot be delivered in the ordinary course of business, in which case the effective date of such notice shall be three (3) business days after the date it was deposited in the mail (in accordance with the above requirements) or the date of delivery or attempted delivery, if by sent by guaranteed overnight delivery service.

10. NO REPRESENTATION OR WARRANTY. Costco makes no representations or warranties, express or implied, at law or in equity, in respect to any matter relating to the Costco Property, including this Agreement, and hereby disclaims all implied warranties, including, without limitation, any warranty of fitness of the Easements for the purpose or use desired by the Constructing Parties. This provision shall survive the expiration or termination of this Agreement.

11. SEVERABILITY. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws. If any provision of this Agreement, or the application thereof to any person or circumstance, shall, for any reason and to any extent be invalid or unenforceable, the remainder of this Agreement and the application of such provision to any other person or circumstance shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

**IN WITNESS WHEREOF**, the undersigned have executed and delivered this Agreement under seal on the Effective Date.

**COSTCO:**

**COSTCO WHOLESALE CORPORATION,**  
a Washington corporation.

By: \_\_\_\_\_  
Gail E. Tsuboi  
VP/Assistant Secretary

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on this \_\_\_\_\_ day of April, 2024 by Gail E. Tsuboi as VP/Assistant Secretary of Costco Wholesale Corporation.

[SEAL]

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

*[SIGNATURE PAGE FOLLOWS]*

**THE VILLAGE:**

**VILLAGE OF LAKE IN THE HILLS,  
ILLINOIS**, an Illinois municipality.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

STATE OF \_\_\_\_\_)

COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_ as  
\_\_\_\_\_ of \_\_\_\_\_.

[SEAL]

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

*[END OF SIGNATURE PAGES.]*

**EXHIBIT "A"**

**Costco Property**

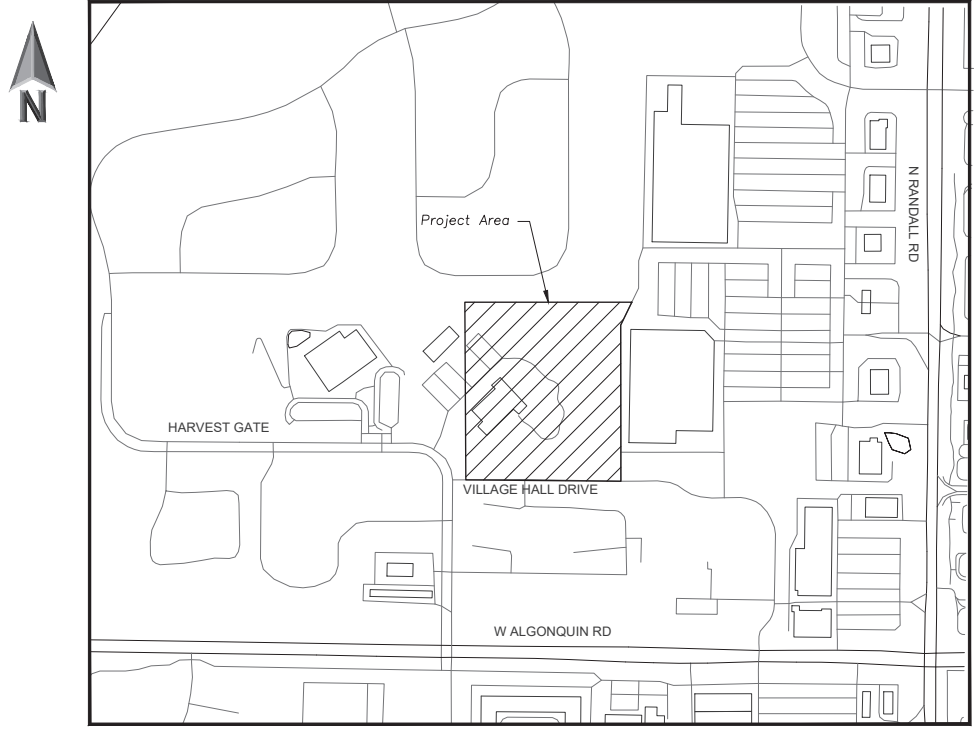
**LOTS 3 AND 5 IN THE MEADOWS COMMERCIAL SUBDIVISION, BEING A RESUBDIVISION OF A PART OF LOT 8 IN THE MEADOWS AND A PART OF LOT 2 IN GOVNOR. S SUBDIVISION, IN THE NORTHEAST 1/4 OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN MCHENRY COUNTY, ILLINOIS, ACCORDING TO THE PLAT THEREOF RECORDED AS DOCUMENT 2003R0013439.**

**EXHIBIT "B"**

**The Village of Lake in the Hills Police Department Project Plans**

# Exhibit B

## LAKE IN THE HILLS POLICE DEPARTMENT 2600 VILLAGE HALL DR. LAKE IN THE HILLS, IL 60156



**CIVIL SHEET INDEX**

C-000	CIVIL COVER SHEET
C-100	SITE DEMOLITION PLAN
C-200	SITE GEOMETRY PLAN
C-300	SITE UTILITY PLAN
C-400	SITE GRADING AND PAVING PLAN
C-500	SOIL EROSION AND SEDIMENT CONTROL PLAN

Dewberry Architects Inc.  
122 N. York Street  
Suite 201  
Evanston, IL 60128  
847.692.5847

Dewberry Engineers Inc.  
401 5th Water Street  
Suite 4701  
Parkville, IL 60142  
847.232.8000



VILLAGE OF LAKE IN THE HILLS  
LAKE IN THE HILLS - POLICE DEPARTMENT  
2600 VILLAGE HALL DRIVE  
LAKE IN THE HILLS, IL 60156  
100% SCHEMATIC DESIGN

SEAL

PRELIMINARY DOCUMENTS  
NOT FOR CONSTRUCTION

SEAL

KEY PLAN

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

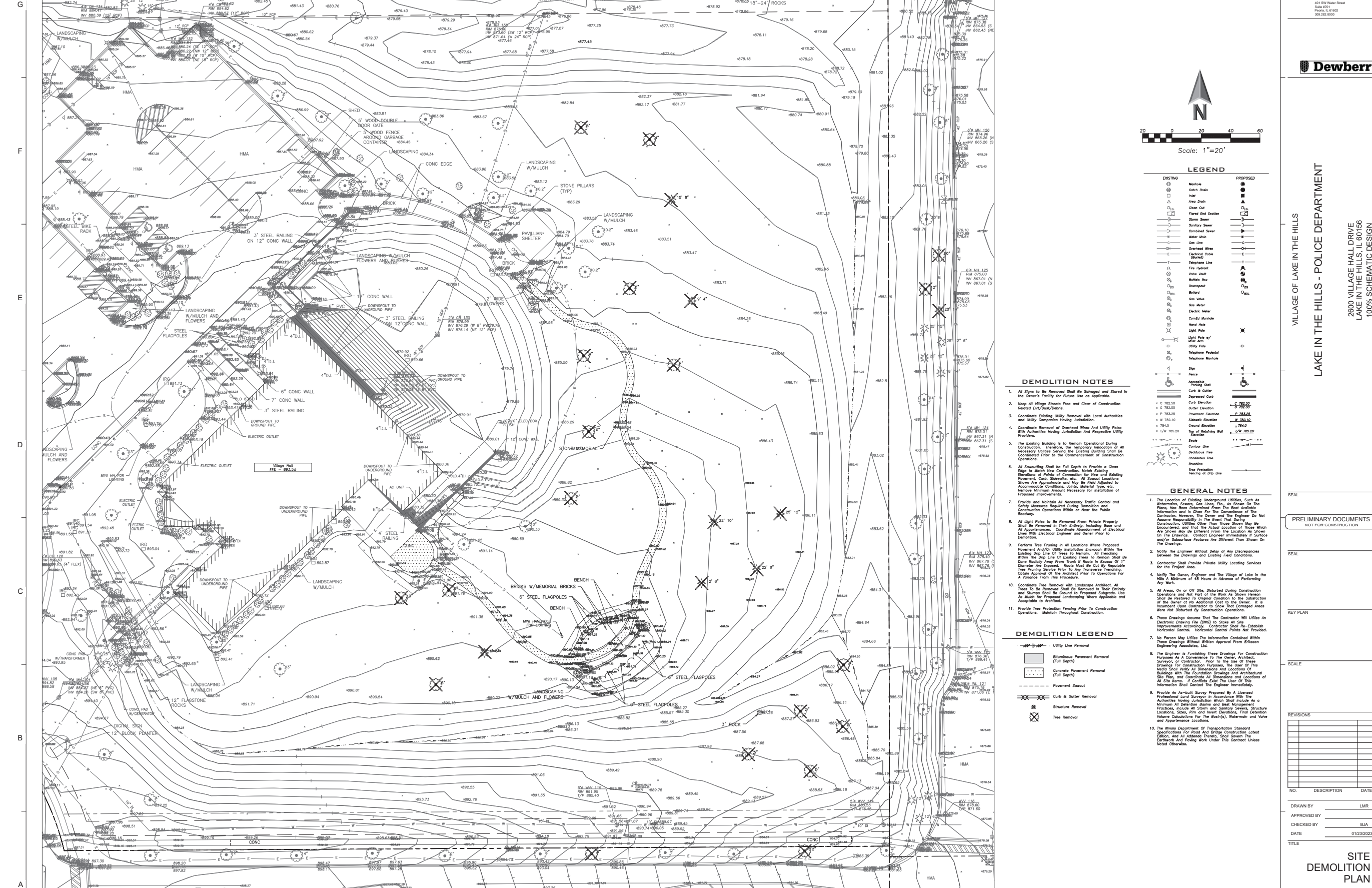
DRAWN BY LMR  
APPROVED BY BJA  
CHECKED BY BJA  
DATE 01/23/2023

TITLE  
**CIVIL COVER SHEET**

PROJECT NO. 50153618

**C-000**

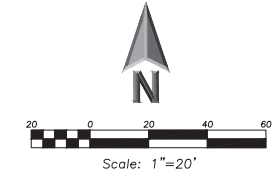
SHEET NO.



1/20/2023 10:40:00 AM

Dewberry Architects Inc.  
152 N. York Street  
Suite 300  
Evanston, IL 60201  
847.692.5840

Dewberry Engineers Inc.  
401 5th Water Street  
Suite 410  
Park Ridge, IL 60064  
847.262.8000



EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Man Inlet	Man Inlet
Man Outlet	Man Outlet
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wire	Overhead Wire
Electric Cable (Buried)	Electric Cable (Buried)
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Surflow Box	Surflow Box
Dropout	Dropout
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Control Manhole	Control Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Man Arm	Light Pole w/ Man Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Access	Access
Trucking Spot	Trucking Spot
Curb & Gutter	Curb & Gutter
Decreased Curb	Decreased Curb
Curb Elevation	Curb Elevation
Gutter Elevation	Gutter Elevation
Proposed Elevation	Proposed Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Seale	Seale
Contour Line	Contour Line
Deciduous Tree	Deciduous Tree
Coniferous Tree	Coniferous Tree
Branche	Branche
Tree Protection	Tree Protection
Fencing at Drip Line	Fencing at Drip Line

**DEMOLITION NOTES**

- All Signs to be Removed shall be Salvaged and Stored in the Owner's Facility for Future Use as Applicable.
- Keep All Village Streets Free and Clear of Construction Related Obstructions.
- Coordinate Existing Utility Removal with Local Authorities and Utility Companies Having Jurisdiction.
- Coordinate Removal of Overhead Wires and Utility Poles with Authorities Having Jurisdiction and Respective Utility Providers.
- The Existing Building is to Remain Operational During Construction. Therefore, the Temporary Relocation of All Necessary Utilities Serving the Existing Building shall be Coordinated Prior to the Commencement of Construction Operations.
- All Sawcutting shall be Full Depth to Provide a Clean Edge to Match New Construction. Match Existing Pavement or Paved Concrete for New and Existing Pavement, Curb, Sidewalk, etc. All Street Locations Shown are Approximate and may be Field Adjusted to Accommodate Conditions, Joints, Material Type, etc. Remove Minimum Amount Necessary for Installation of Proposed Improvements.
- Provide and Maintain All Necessary Traffic Control and Safety Measures Required During Demolition and Construction Operations Within or Near the Public Roadway.
- All Light Poles to be Removed from Private Property shall be Removed in Their Entirety, Including Base and All Appurtenances. Coordinate Abandonment of Electrical Lines with Electrical Engineer and Owner Prior to Demolition.
- Perform Tree Pruning in All Locations where Proposed Pavement and/or Utility Installation Encroaches Within the Existing Drip Line of Trees to Retain. All Trees Within the Drip Line of Existing Trees to Retain shall be Done In-Place. If Pruning is Necessary, Pruning shall be Done in-Place. Pruning shall be Done by a Licensed Tree Pruning Service Prior to Any Temporary Erection. Obtain Approval of the Architect Prior to Operations for a Variance from This Procedure.
- Coordinate Tree Removal with Landscape Architect. All Trees to be Removed shall be Removed in Their Entirety and Stumps shall be Ground to Proposed Subgrade. Use as Much for Proposed Landscaping Where Applicable and Acceptable to Architect.
- Provide Tree Protection Fencing Prior to Construction Operations. Maintain Throughout Construction.

**DEMOLITION LEGEND**

- Utility Line Removal
- Blumhousen Pavement Removal (Full Depth)
- Concrete Pavement Removal (Full Depth)
- Pavement Sawcut
- Curb & Gutter Removal
- Structure Removal
- Tree Removal

**GENERAL NOTES**

- The Location of Existing Underground Utilities, Such as Mechanical, Sewer, Gas Lines, Etc. as Shown on the Plans, Has Been Determined From the Best Available Information and is Given For the Convenience of the Contractor. However, the Owner and the Engineer do Not Assume Responsibility for the Existence of Utilities During Construction, Unless Other Than Those Shown May be Encountered, and that the Actual Location of Those Utilities May Be Different From the Location as Shown on the Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features are Different Than Shown on the Drawings.
- Notify the Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor shall Provide Private Utility Location Services for the Project Area.
- Notify the Owner, Engineer and the Village of Lake in the Hills a Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work as Shown hereon shall be Restored to Original Condition to the Satisfaction of the Owner of No Additional Cost to the Owner. It is incumbent upon Contractor to Show that Damaged Areas were Not Disturbed by Construction Operations.
- These Drawings Assume that the Contractor will Utilize an Electronic Drawing File (DWG) to Show All Site Improvements Accordingly. Contractor shall Establish Horizontal Control.
- The Engineer is Furnishing These Drawings for Construction Purposes as a Convenience to the Owner, Architect, Surveyor or Contractor. Prior to the Use of These Drawings for Construction Purposes, the User of This Media shall Verify All Dimensions and Locations of Buildings with the Foundation Drawings and Architectural Site Plans, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist the User of This Information shall Contact the Engineer Immediately.
- Provide an As-built Survey Prepared by a Licensed Professional Land Surveyor in Accordance with the Authorities Having Jurisdiction which shall include as a Minimum All Station Points and Best Management Practices, include All Storm and Sanitary Sewers, Structure Locations, Storm, Fire and Sewer Elevations, Flood Detention Volume Calculations for the Best(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Latest Edition, and All Applicable Thereto shall Govern the Earthwork and Paving Work Under This Contract Unless Noted Otherwise.

VILLAGE OF LAKE IN THE HILLS  
LAKE IN THE HILLS - POLICE DEPARTMENT  
2600 VILLAGE HALL DRIVE  
LAKE IN THE HILLS, IL 60156  
100% SCHEMATIC DESIGN

PRELIMINARY DOCUMENTS  
NOI PLANS (LUMS) (M) (L)

KEY PLAN

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY: LMR  
APPROVED BY: BJA  
CHECKED BY: BJA  
DATE: 01/23/2023  
TITLE:

**SITE DEMOLITION PLAN**

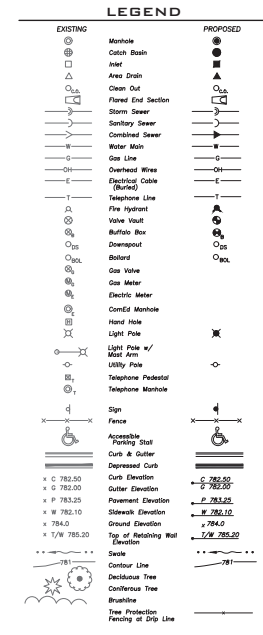
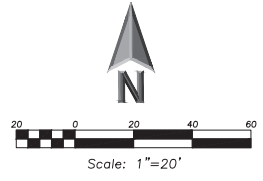
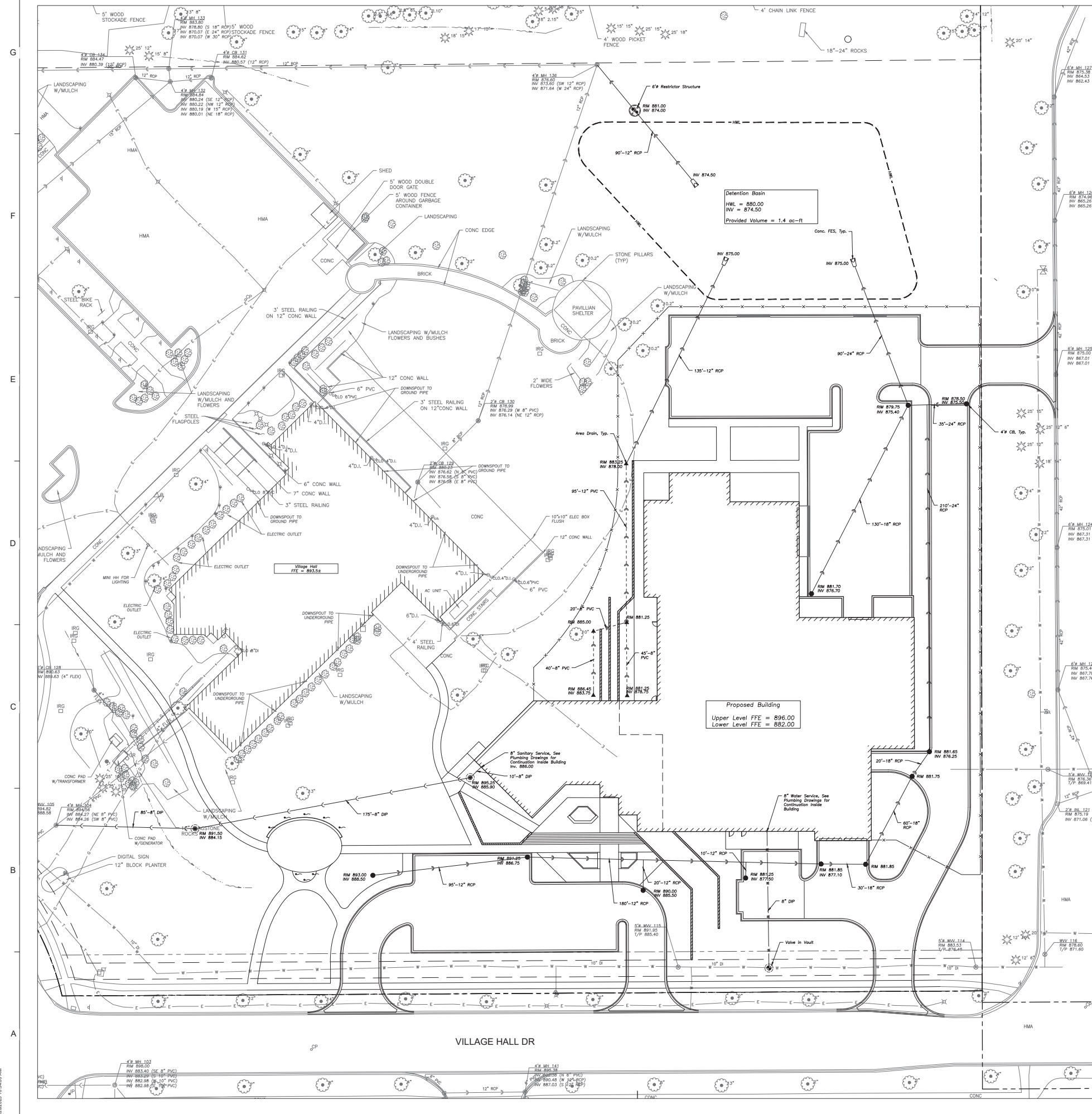
PROJECT NO. 50153618

**C-100**

SHEET NO.







**UTILITY NOTES**

- Utility Service Lines as Shown Hereon are Approximate. Coordinate the Exact Locations With the Planning Drawings. Coordinate the Exact Locations With the Planning Contractor and/or the Owner's Construction Representative Prior to Installation of Any New Utilities.
- Refer to Planning Drawings for Continuation of All Utilities Within 5' Field of Building Face.
- Field Verify Invert & Locations of Existing Utility Mains Prior to Installing Any On-Site Utilities or Structures. All Elevations and Spreads Referencing Soil Utility Shall Be Field Verified Prior to Installation of Any New Structures or Utilities, and Adjustments Shall Be Made as Necessary. Contact Engineer Prior to Installation if Discrepancy Exists With These Drawings.
- Coordinate the Relocation of Any Utilities Encountered and Relocation of Any Utilities Damaged Within Influence Zone of New Construction. Contact Engineer if the Existing Utilities Vary Appreciably From the Plans.
- All Water Main and Services Shall be Installed at a Minimum Depth of 5'-2" From Top of Finished Ground Elevation to Top of Main.
- Protection of water supplies shall be as described in Section 370.300 of the Illinois Recommended Standards for Sewage Works or Section 411-2.01 of the Standard Specifications for Water and Sewer Main Construction in Illinois, latest edition.
- Clean Out All Existing and Proposed Storm Inlets and Catch Basins at the Completion of Construction.
- Provide Adequate Coupling Device and/or Overhead Concrete Flared-End Section to Accommodate HDPE Storm Sewer.
- The Standard Specifications for Water and Sewer Main Construction in Illinois, Current Edition Shall Govern Where Applicable.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.

**STRUCTURE NOTES**

- All Catch Basins to be Installed in Paved Areas Shall Have Neenah R2504-D Frame & Grate or Approved Equal.
- All Catch Basins to be Installed in Landscaped Areas Shall Have Neenah R454-B Frame & Grate or Approved Equal. For Concrete Sections Install a Minimum of 4" Grade Rings for Topsoil Retention. For Flat Slab Tops install the Following Minimum Height of Grade Rings: 4" Diameter Structure - 4" 6" Diameter Structure - 6"
- All Catch Basins to be Installed Along Curb and Gutter (8'-12") Shall Have Neenah R287-A Frame & Grate or Approved Equal.
- All Catch Basins to be Installed Along Depressed Curb and Gutter (8'-12") Shall Have East Jordan Iron Works S120 Catch Basin Inlet Frame and Grate, or Approved Equal.
- Where Structures are Shown Along the Curbside, Unless Specifically Stated Otherwise, it is Intended that the Frame of the Structure is to Fall Within the Footing of the Gutter or at the Pavement Edge Where No Gutter Exists.
- All Manholes Shall Have Neenah R1713-B Frame & Closed Lid or Approved Equal, with "Storm" or "Sanitary" Imprinted as Appropriate.
- For All Structures Indicated to be Adjusted, Remove and Install Adjusting Rings, Concrete Section, Barrel Sections, or Flat Slab Top as Necessary.
- All Flared End Sections 12" and Larger Shall Include an OOT Standard Grate.
- All Flared End Sections Shall Be Concrete.
- All Sanitary Manholes Shall include a Chimney Seal.

**GENERAL NOTES**

- The Location of Existing Underground Utilities, Such as Watermain, Sewer, Gas Lines, Etc., as Shown on the Plans, Has Been Determined From the Best Available Information and is Given For the Convenience of the Contractor. However, the Owner and the Engineer Do Not Assume Responsibility for the Accuracy of the Information Shown Herein. The Contractor Shall Verify the Location of All Utilities Other Than Those Shown May Be Encountered, and That the Actual Location of These Utilities Are Shown May Be Different From the Location as Shown on the Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features are Different Than Shown on the Drawings.
- Notify the Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify the Owner, Engineer and the Village of Lake in the Hills a Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work as Shown Hereon Shall be Restored to Original Condition to the Satisfaction of the Owner at No Additional Cost to the Owner. It is incumbent upon Contractor to Show that Damaged Areas Here Not Disturbed by Construction Operations.
- These Drawings Assume that the Contractor Will Utilize an Electronic Drawing File (DWG) to Show All Site Improvements Accordingly. Contractor Shall Be Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize the Information Contained Within These Drawings Without Written Approval From Erlason Engineering Associates, LLC.
- The Engineer is Furnishing These Drawings For Construction Purposes As a Convenience to the Owner, Architect, Surveyor or Contractor. Prior to the Use of These Drawings for Construction Purposes, the User of This Media Shall Verify All Dimensions and Locations of Buildings With the Foundation Drawings and Architectural Site Plans, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist the User of This Information Shall Contact the Engineer Immediately.
- Provide an As-Built Survey Prepared by a Licensed Professional Land Surveyor in accordance with the Authorities having Jurisdiction which shall include as a minimum all Station Points and Best Management Practices, include All Storm and Sanitary Sewers, Structure Locations, Storm and Sanitary Sewer Inverts, Final Detention Volume Calculations for the Basin(s), Watermain and Valve and Appurtenance Locations.
- The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Latest Edition, and All Applicable Technical Specifications Shall Govern the Earthwork and Paving Work Under This Contract Unless Noted Otherwise.

Dewberry Architects Inc.  
152 N. York Street  
Suite 400  
Evanston, IL 60201  
847.629.5840

Dewberry Engineers Inc.  
401 5th Water Street  
Suite 400  
Parkville, IL 60142  
815.232.8000



VILLAGE OF LAKE IN THE HILLS  
LAKE IN THE HILLS - POLICE DEPARTMENT  
2600 VILLAGE HALL DRIVE  
LAKE IN THE HILLS, IL 60156  
100% SCHEMATIC DESIGN

PRELIMINARY DOCUMENTS  
NO.1 PLANS (MPL) (MUN)

KEY PLAN

SCALE

REVISIONS

NO.	DESCRIPTION	DATE

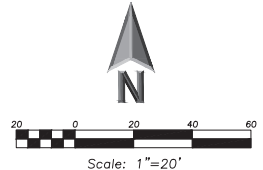
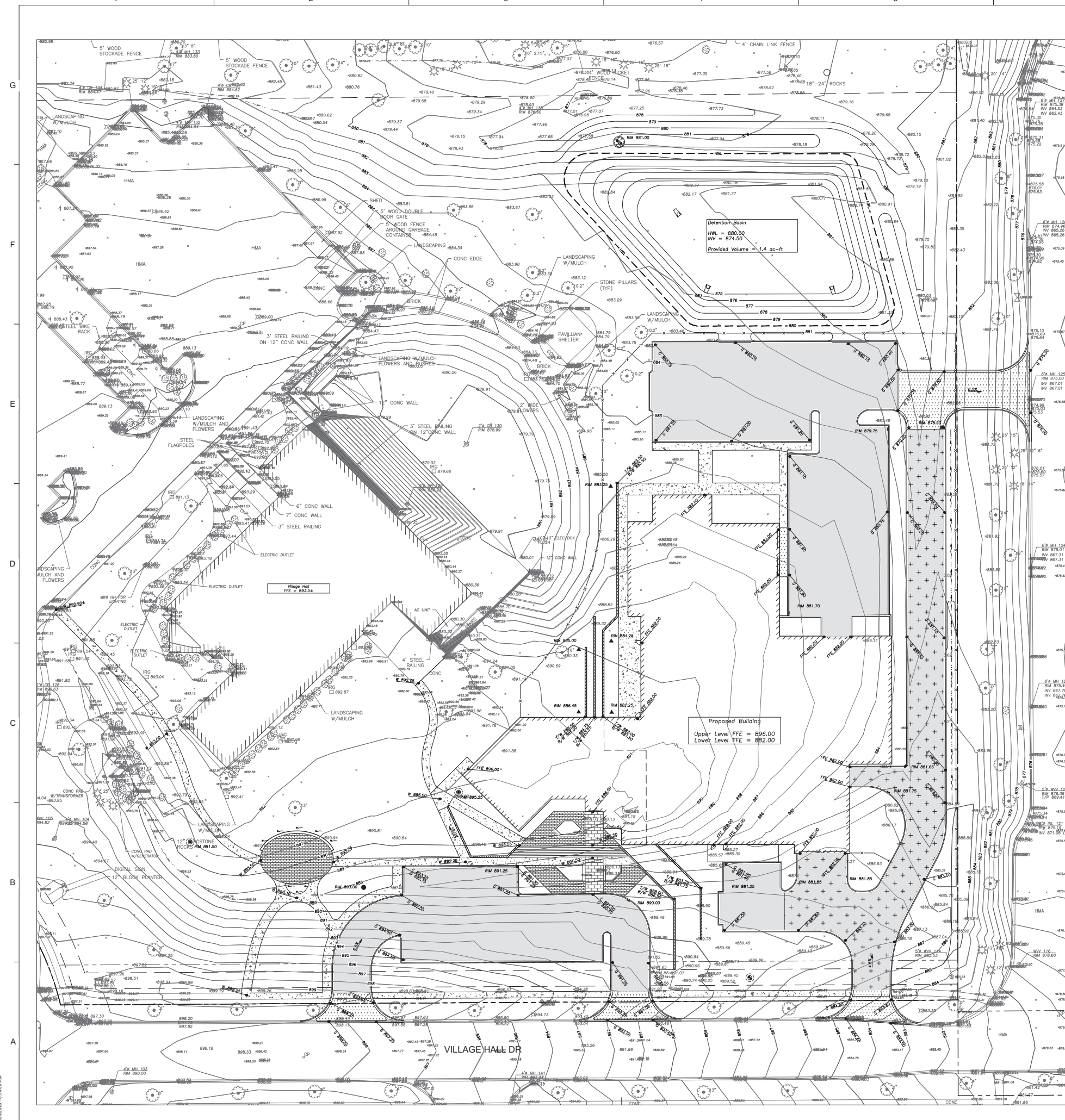
DRAWN BY: LMR  
APPROVED BY: \_\_\_\_\_  
CHECKED BY: BJA  
DATE: 01/23/2023

TITLE: SITE UTILITY PLAN

PROJECT NO: 50153618

C-300

SHEET NO.



**LEGEND**

EXISTING	PROPOSED
Manhole	Manhole
Catch Basin	Catch Basin
Man	Man
Man	Man
Clean Out	Clean Out
Flared End Section	Flared End Section
Storm Sewer	Storm Sewer
Sanitary Sewer	Sanitary Sewer
Combined Sewer	Combined Sewer
Water Main	Water Main
Gas Line	Gas Line
Overhead Wire	Overhead Wire
Electric Cable	Electric Cable
Telephone Line	Telephone Line
Fire Hydrant	Fire Hydrant
Valve Vault	Valve Vault
Manhole	Manhole
Storm	Storm
Gas Valve	Gas Valve
Gas Meter	Gas Meter
Electric Meter	Electric Meter
Control Manhole	Control Manhole
Hand Hole	Hand Hole
Light Pole	Light Pole
Light Pole w/ Mast Arm	Light Pole w/ Mast Arm
Utility Pole	Utility Pole
Telephone Pedestal	Telephone Pedestal
Telephone Manhole	Telephone Manhole
Sign	Sign
Fence	Fence
Asphalt	Asphalt
Concrete	Concrete
Grass	Grass
Water	Water
Tree	Tree
Shrub	Shrub
Rock	Rock
Spot Elevation	Spot Elevation
Proposed Elevation	Proposed Elevation
Finished Elevation	Finished Elevation
Ground Elevation	Ground Elevation
Top of Retaining Wall Elevation	Top of Retaining Wall Elevation
Grade	Grade
Contour Line	Contour Line
Decorative Tree	Decorative Tree
Coniferous Tree	Coniferous Tree
Brush	Brush
New Protection	New Protection
Family at Dip Line	Family at Dip Line

**GRADING NOTES**

- The Grading and Construction of Proposed Improvements Shall Be Done in a Manner Which Will Allow for Positive Drainage, and Not Cause Flooding of Stormwater on the Surface of Proposed Improvements.
- All Landscaped Areas Disturbed by Construction Shall Be Regraded with 6 inches (150 mm) to 12 inches (300 mm) Topsoil and Hydroseeded Unless Noted Otherwise on the Landscape Drawings.
- Refer to Architectural Drawings for Locations and Patterns of Expansion and Control Joints in Concrete Pavement and Slabwork.
- Accessible Parking Spaces and Loading Spaces Shall Be Staked at Minimum 2:08 in Any Direction. Maximum Sidewalk Cross Slopes Shall Be 2:24. Maximum Longitudinal Sidewalk Slopes Shall Be 4:100. Contact Engineer if Conflicts Exist.
- Rebuild Existing Structures and Adjust Rim Elevations to Match Proposed Ground Elevations.
- Conditions May Require Contractor to Excavate Clay Borrow Pit in Order to Produce Suitable Fill Material for Building Pad Preparation or Site Fining. Borrow Pit Shall Not Be Located in Prepared Horizontal Areas. Contractor Shall Backfill Borrow Pit to Meet Proposed Grades, or Existing Grades in Otherwise Undisturbed Areas, and May Use Topsoil and Unsuitable Material to Backfill. Review Soil Studies Prior to Excavation.

**PAVING & SURFACE LEGEND**

- Asphalt Pavement Section
  - 1 1/2" Hot Mix Asphalt Mix D, IL-9.5, NSD
  - 2 1/2" Hot Mix Asphalt, IL-19A, NSD
  - Prime Coat (0.25 gal/sq yd)
  - 4" Aggregate Base Course, Type B, Crushed, CA-6
- Concrete Driveway Section
  - 4" Portland Cement Concrete
  - 4" W-2.3W2.9 Waxed Wire Fabric
  - 4" Aggregate Base Course, Type B, Crushed
- Concrete Sidewalk Section
  - 4" Portland Cement Concrete
  - 4" W-1.4W1.4 Waxed Wire Fabric
  - 4" Aggregate Base Course, Type B, Crushed
- Heavy-Duty Asphalt Pavement Section
  - 1 1/2" Hot Mix Asphalt Mix D, IL-9.5, NSD
  - 2 1/2" Hot Mix Asphalt, IL-19A, NSD
  - Prime Coat (0.25 gal/sq yd)
  - 10" Aggregate Base Course, Type B, Crushed, CA-6
- Stormwater Overland Flow Path
- Ridge Line/High Point

**GENERAL NOTES**

- The Location of Existing Underground Utilities, Such as Watermain, Sewers, Gas Lines, Etc., As Shown on the Plans, Has Been Determined From the Best Available Information and is Given For the Convenience of the Contractor. However, the Owner and the Engineer Do Not Assume Responsibility for the Accuracy of the Information. Construction, Utilities Other Than Those Shown May Be Encountered, and the Actual Location of These Utilities May Be Different From the Location As Shown on the Drawings. Contact Engineer Immediately if Surface and/or Subsurface Features Are Different Than Shown on the Drawings.
- Notify the Engineer Without Delay of Any Discrepancies Between the Drawings and Existing Field Conditions.
- Contractor Shall Provide Private Utility Locating Services for the Project Area.
- Notify the Owner, Engineer and the Village of Lake in the Hills a Minimum of 48 Hours in Advance of Performing Any Work.
- All Areas, On or Off Site, Disturbed During Construction Operations and Not Part of the Work as Shown Hereon Shall Be Restored to Original Condition to the Satisfaction of the Owner at No Additional Cost to the Contractor. It is incumbent upon Contractor to Show that Damaged Areas Have Not Been Disturbed by Construction Operations.
- These Drawings Assume that the Contractor Will Utilize an Electronic Drawing File (DWG) to Show All Site Improvements Accordingly. Contractor Shall Establish Horizontal Control. Horizontal Control Points Not Provided.
- No Person May Utilize the Information Contained Within These Drawings Without Written Approval From Erlason Engineering Associates, LLC.
- The Engineer is Furnishing These Drawings for Construction Purposes As a Convenience to the Owner, Architect, Surveyor or Contractor. Prior to the Use of These Drawings for Construction Purposes, the User of This Media Shall Verify All Dimensions and Locations of Buildings with the Foundation Drawings and Architectural Site Plans, and Coordinate All Dimensions and Locations of All Site Items. If Conflicts Exist the User of This Information Shall Contact the Engineer Immediately.
- Provide an As-Built Survey Prepared by a Licensed Professional Land Surveyor in accordance with the Authorities having Jurisdiction which shall include as a minimum all Detention Basins and Best Management Practices, include all Storm and Sanitary Sewers, Structure Locations, Storm and Sanitary Sewer, Flood Detention Volume Calculations for the Basin(s), Watermain and Valve and Appurtenances Locations.
- The Illinois Department of Transportation Standard Specifications for Road and Bridge Construction Latest Edition, and All Applicable Thereto, Shall Govern the Earthwork and Paving Work Under This Contract Unless Noted Otherwise.

Dewberry Architects Inc.  
152 N. York Street  
Suite 200  
Evanston, IL 60201  
847.925.5840

Dewberry Engineers Inc.  
401 5th Water Street  
Suite 400  
Park Ridge, IL 60066  
847.925.8000



VILLAGE OF LAKE IN THE HILLS  
LAKE IN THE HILLS - POLICE DEPARTMENT  
2600 VILLAGE HALL DRIVE  
LAKE IN THE HILLS, IL 60156  
100% SCHEMATIC DESIGN

PRELIMINARY DOCUMENTS  
NJ1 PARK LANS (M) (M) (M)

REVISIONS

NO.	DESCRIPTION	DATE

DRAWN BY: LMR  
APPROVED BY: \_\_\_\_\_  
CHECKED BY: BJA  
DATE: 01/23/2023

TITLE: GRADING & PAVING PLAN

PROJECT NO.: 50153618

C-400

SHEET NO.



## **EXHIBIT "C"**

### **Legal Descriptions**

#### **Access Easement**

THAT PART OF LOT 3 IN THE MEADOWS COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2003 AS DOCUMENT 2003R0013439, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, 354.93 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, 65.00 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST, 45.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST, 65.00 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST, 45.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

#### **Driveway Easement**

THAT PART OF LOT 3 IN THE MEADOWS COMMERCIAL SUBDIVISION, BEING A SUBDIVISION OF PART OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 31, 2003 AS DOCUMENT 2003R0013439, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 3;

THENCE NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, 354.93 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST ALONG THE WEST LINE OF SAID LOT 3, 65.00 FEET;

THENCE NORTH 89 DEGREES 54 MINUTES 12 SECONDS EAST, 77.00 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST, 297.37 FEET;

THENCE SOUTH 41 DEGREES 52 MINUTES 32 SECONDS EAST, 16.51 FEET;

THENCE SOUTH 00 DEGREES 05 MINUTES 48 SECONDS EAST, 88.31 FEET;

THENCE SOUTH 37 DEGREES 14 MINUTES 18 SECONDS EAST, 27.02 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 3;

THENCE SOUTH 89 DEGREES 40 MINUTES 57 SECONDS WEST ALONG THE SOUTH LINE OF SAID LOT 3, 95.50 FEET;

THENCE NORTH 34 DEGREES 52 MINUTES 37 SECONDS EAST, 42.19 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST, 73.03 FEET;

THENCE NORTH 29 DEGREES 18 MINUTES 23 SECONDS EAST, 22.41 FEET;

THENCE NORTH 00 DEGREES 05 MINUTES 48 SECONDS WEST, 227.78 FEET;

THENCE SOUTH 89 DEGREES 54 MINUTES 12 SECONDS WEST, 44.00 FEET TO THE POINT OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

**EXHIBIT "D"**

**[INSERT ACCESS EASEMENT EXHIBIT]**

# ACCESS EASEMENT EXHIBIT

## D

The Meadows Subdivision

(Recorded October 23, 2001 as Document 2001R0079191)

LOT 5

The Meadows Commercial Subdivision

(Recorded January 31, 2003 as Document 2003R0013439)

LOT 3

VILLAGE HALL DRIVE

OUTLOT B

POB

POC

ACCESS EASEMENT

45.00'  
N 89°54'12" E  
65.00'  
S 00°05'48" E  
65.00'  
S 89°54'12" W  
45.00'

354.93' N 00°05'48" W

**BAXTER & WOODMAN**  
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450

**EXHIBIT "E"**

**[INSERT DRIVEWAY EASEMENT EXHIBIT]**

# DRIVEWAY EASEMENT EXHIBIT

# E

The Meadows Subdivision

(Recorded October 23, 2001 as Document 2001R0079191)

LOT 5

VILLAGE  
HALL  
DRIVE

POB

77.00'  
N 89°54'12" E

N 00°05'48" W  
65.00'

S 89°54'12" W  
44.00'

354.93' N 00°05'48" W

22.41'

N 29°18'23" E

227.78' N 00°05'48" W

ACCESS EASEMENT

297.37' S 00°05'48" E

LOT 3

16.51'  
S 41°52'32" E

88.31' S 00°05'48" E

27.02'  
S 37°14'18" E

95.50'  
S 89°40'57" W

POC

OUTLOT B

The Meadows Commercial Subdivision

(Recorded January 31, 2003 as Document 2003R0013439)

**BAXTER & WOODMAN**  
Consulting Engineers

8678 RIDGEFIELD ROAD • CRYSTAL LAKE, IL 60012

PHONE: 815-459-1260 • FAX: 815-455-0450





# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** April 23, 2024

**DEPARTMENT:** Community Development

**SUBJECT:** An Ordinance Granting a Conditional Use and Variations for Consumers Credit Union at 2450 W. Algonquin Road

## EXECUTIVE SUMMARY

---

Consumers Credit Union (CCU) is an Illinois Chartered Credit Union founded in 1930 that has 14 locations in the north and northwest suburbs of Chicago. CCU is the contract purchaser of the subject property on the northeast corner of Randall Road and Algonquin Road at 2450 W Algonquin Road. The property includes an existing 4,570 square-foot building with a 1,730 square-foot drive-through canopy that was constructed in 2004 and originally occupied by Bank of America. The building has been vacant and unoccupied since 2014. CCU now proposes to renovate and occupy the existing building as a new retail banking location, and proposes to remove the existing drive-through canopy and associated site improvements, and construct a new 545 square-foot drive-through canopy in a new location with re-configured drive-through lanes.

The subject property is within the B-3 General Business zoning district. The proposed financial institution is permitted by right in the B-3 zoning district. In accordance with the Permitted and Conditional Use Chart in Section 11 of the Zoning Code, the proposed drive through is allowed in the B-3 zoning district only with the approval of a conditional use. A conditional use permit was approved in 2004 for the existing drive-through, but the new drive-through is proposed in a completely new location with a different layout. Further, per Section 24.9 of the Zoning Code, whenever any conditional use has been discontinued for a period of one year, such use shall not be reestablished without a public hearing and approval as required for conditional uses. Therefore, CCU has applied for approval of a conditional use permit for the new reconfigured drive-through.

Prior to development of the Bank of America building in 2004, the subject property was used as an Amoco gas station. Due to the potential for environmental contamination from underground fuel storage tanks used by the gas station, the recorded deed selling the property includes a restrictive covenant that requires the property to be covered with an engineered barrier consisting of a concrete or asphalt surface at all times. In order to fully comply with the deed restrictions, the applicant has proposed extending the existing pavement areas up to the edge of the existing property lines with no setback and no perimeter landscaping. Therefore, the applicant has requested several zoning variations regarding parking setbacks, perimeter landscaping yards, and required landscape plantings. It should be noted that the requested variations only involve slight changes from previously approved variations granted in 2004 by Ordinance 2004-07 and in 2018 by Ordinance 2018-16, as detailed below.

Per Section 18.6-2 of the Zoning Code, parking spaces are not allowed to be located within the 30-foot front yard required along Randall Road and Algonquin Road. As part of the original approvals to

allow construction the Bank of America building, variations granted in 2004 reduced the parking setbacks to 22 feet along Randall Road and 19 feet along Algonquin Road. In response to McHenry County acquiring portions of the subject property for additional right-of-way to accommodate the widening of Randall Road and Algonquin Road, variations granted in 2018 further reduced the parking setbacks to 4 feet along Randall Road and 2 feet along Algonquin Road. In order to provide the required engineered barrier of concrete or asphalt, the applicant has requested additional variations to reduce the parking setback along Randall Road and Algonquin Road to zero feet from the property line.

Per Section 26.4-2 and Table 26.5 of the Zoning Code, 30-foot wide perimeter landscaping yards are required along Randall Road and Algonquin Road, and those yards are required to include a berm landscaped with a certain number of overstory trees, understory trees, evergreen trees, large shrubs and medium shrubs per every 100 linear feet of street frontage. Variations granted in 2004 reduced the perimeter landscaping yards to 22 feet along Randall Road and 19 feet along Algonquin Road. Variations granted in 2018 further reduced the perimeter landscaping yards to 4 feet along Randall Road and 2 feet along Algonquin Road, and eliminated most of the required landscape plantings. In order to provide the required engineered barrier of concrete or asphalt, the applicant has requested additional variations to reduce the perimeter landscaping yards along Randall Road and Algonquin Road to zero feet from the property line, and to eliminate any remaining landscape planting requirements.

Per Section 26.4-6 and Table 26.6 of the Zoning Code, 10-foot wide perimeter landscaping yards are required along the rear lot line to the north and the side lot line to the east, and those yards are required to include a certain number of trees and shrubs. Variations granted in 2004 reduced the rear and side perimeter landscaping yards from 10 feet to zero feet. Since the existing pavement already extends up to the rear and side lot lines with no setback, the applicant has requested additional variations to eliminate the required landscape plantings of trees and shrubs.

Village staff reviewed the requested conditional use and variations according to the standards listed in the Zoning Code. In general, staff found that the requests meet all seven standards for conditional uses and meet all nine standards for variations, subject to compliance with the following conditions:

1. The redesigned drive-through layout will result in the site entrance driveway being moved from the middle of the eastern property line to the far northeastern corner of the property. Therefore, the applicant must obtain a permanent easement from the owner of the adjacent property to the east to allow construction of the new entrance driveway shown on the submitted plans and to allow access to the driveway by the public.
2. The submitted plans were reviewed for code compliance by the Village Engineer, and the Village provided the applicant with a list of comments. The applicant has had the plans revised to comply with the Village's review comments, and staff finds that there only minor details remaining that will need to be resolved before a site development permit can be issued. Therefore, staff recommends a condition that final engineering details must be submitted to the Village and shall be subject to final approval by the Village Engineer.
3. The submitted plans call for staining portions of the existing brick exterior of the building and covering other portions of the existing brick with new engineered cladding to match the corporate colors and branding for Consumers Credit Union. Therefore, to ensure that the revised exterior of the building does not alter the character of the area, staff recommends a condition requiring the exterior building elevations to include a minimum of 75 percent brick, stone, or other masonry material in compliance with Section 24.16 of the Municipal Code.
4. Even though the deed restrictions requiring an engineered barrier remain in full force and effect, the IEPA has issued a "No Further Remediation Letter" indicating that no further corrective

actions are required on the property for the protection of human health and safety. The deed restrictions may only be waived in writing by the parent company of Amoco Oil Company, but there is a potential that they may be waived in the future. Therefore, staff recommends a condition requiring unused pavement areas (two diagonal striped areas shown on the plans along the western lot line) to be landscaped in the future if the restrictive covenants are ever formally waived.

5. The plans meet the parking lot landscape requirements in Section 26.10-3 of the Zoning Code by providing raised planters on top of the engineered barrier, but specific plant types are not listed. Therefore, to ensure that the landscaping meets the intent of the code, staff recommends a condition that live plantings must be maintained in the raised planters subject to review and approval by the Director of Community Development.

The Planning & Zoning Commission conducted a public hearing on April 15, 2024 to consider the requested conditional use and variations. The Commission recommended approval of the requests by a vote of 6-0, subject to the conditions above.

#### **FINANCIAL IMPACT**

---

None.

#### **ATTACHMENTS**

---

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

#### **RECOMMENDED MOTION**

---

Motion to approve an ordinance granting a conditional use and variations for Consumers Credit Union at 2450 W. Algonquin Road.

**VILLAGE OF LAKE IN THE HILLS**

**ORDINANCE NO. 2024 - \_\_\_\_**

**An Ordinance Granting a Conditional Use and Variations  
for Consumers Credit Union at 2450 W. Algonquin 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, the County of McHenry, Illinois (the "Owner") is the record title owner of that certain property located in the B-3 General Business Zoning District ("B-3 District"), consisting of approximately 25,458 square feet, commonly known as 2450 W. Algonquin 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 4,570 square-foot bank building with a drive-through; and

WHEREAS, Consumers Credit Union (the "Applicant") desires to renovate the vacant bank building to accommodate a new financial institution and to reconfigure the drive-through on the Property (collectively, the "Proposed Uses"); and

WHEREAS, Section 11 of the Lake in the Hills Zoning Code, as amended (the "Zoning Code") prohibits the use of property in the B-3 District for a drive-through except upon the granting by the Board of Trustees of a conditional use therefor; and

WHEREAS, pursuant to Section 18.6-2 of the Zoning Code, off-street parking spaces and access drives shall not be located within a required front yard, and pursuant to Section 8.4 of the Zoning Code, a front yard of 30 feet is required in the B-3 District; and

WHEREAS, pursuant to Section 26.4-2 and Table 26.5 of the Zoning Code, a 30-foot-wide perimeter landscaping yard would be required on the Property along Randall Road and Algonquin Road, and each yard would be required to include a berm landscaped with a certain number of overstory trees, understory trees, evergreen trees, large shrubs and medium shrubs per every 100 linear feet of street frontage; and

WHEREAS, pursuant to Section 26.4-6 and Table 26.6 of the Zoning Code, a 10-foot-wide perimeter landscaping yard would be required on the Property along the rear lot line to the north and the side lot line to the east, and each yard would be required to include a

certain number of overstory trees, understory trees or evergreen trees, large shrubs and medium shrubs per every 100 linear feet of lot line; and

WHEREAS, the Village previously approved variations for the Property from Section 18.6-2 of the Zoning Code, Section 26.4-2 and Table 26.5 of the Zoning Code, and Section 26.4-6 and Table 26.6 of the Zoning Code, per Ordinance 2004-07 passed on January 8, 2004 and per Ordinance 2018-16 passed on February 22, 2018.

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 a drive-through; (ii) a variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Algonquin Road with the parking setback reduced to zero feet; (iii) a variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Randall Road with the parking setback reduced to zero feet; (iv) a variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the width of the perimeter landscaping yard along Algonquin Road to zero feet and to eliminate all required landscape plantings within the yard; (v) a variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the width of the perimeter landscaping yard along Randall Road to zero feet and to eliminate all required landscape plantings within the yard; and, vi) variations from Section 26.4-6 and Table 26.6 of the Zoning Code to eliminate all required landscape plantings within the rear perimeter landscaping yard along the north property line and within the side perimeter landscaping yard along the east property line (collectively, the "Requested Relief"); and

WHEREAS, pursuant to Section 21.6 of the Zoning Code, a public hearing of the Village of Lake in the Hills Planning and Zoning Commission ("PZC") to consider approval of the Requested Relief was duly advertised in the Northwest Herald on March 22, 2024, and was held on April 15, 2024; and

WHEREAS, on April 15, 2024, 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 in support of the Requested Relief, subject to specified conditions; and

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

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

grant the Requested Relief to the Applicant, subject to the conditions, restrictions, and provisions of this Ordinance;

NOW, THEREFORE, BE IT ORDAINED by the Village President and Board of Trustees (together, the "Corporate Authorities") 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 on the question of granting the Requested Relief is hereby accepted.

SECTION 3: APPROVAL OF CONDITIONAL USE. In accordance with and pursuant to Section 24.2 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of the conditional use for a drive through on the Property on the terms and conditions set forth herein.

SECTION 4: APPROVAL OF VARIATIONS. In accordance with and pursuant to Section 23 of the Zoning Code and the home rule powers of the Village, and subject to, and contingent upon, the conditions, restrictions, and provisions set forth in Section 5 of this Ordinance, the Village President and Board of Trustees hereby grant the approval of the following variations:

- A. a variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Algonquin Road with the parking setback reduced to zero feet;
- B. a variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Randall Road with the parking setback reduced to zero feet;
- C. a variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the width of the perimeter landscaping yard along Algonquin Road to zero feet and to eliminate all required landscape plantings within the yard;
- D. a variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the width of the perimeter landscaping yard along Randall Road to zero feet and to eliminate all required landscape plantings within the yard; and,
- E. variations from Section 26.4-6 and Table 26.6 of the Zoning Code to eliminate all required landscape plantings within

the rear perimeter landscaping yard along the north property line and within the side perimeter landscaping yard along the east property line.

SECTION 5: CONDITIONS. Notwithstanding any use or development right that may be applicable or available pursuant to the provisions of the Zoning Code, the approvals granted pursuant to Sections 3 and 4 of this Ordinance are hereby granted expressly and specifically subject to, and contingent upon, the development, use, and maintenance of the Property in compliance with each and all of the following conditions:

- A. COMPLIANCE WITH REGULATIONS. Except to the extent specifically provided otherwise in this Ordinance, the development, use, operation, and maintenance of the Proposed Uses and the Property must comply at all times with all applicable Village codes and ordinances, as the same have been or may be amended from time to time.
- B. COMPLIANCE WITH PLANS. Except for minor modifications approved by the Director of Community Development in accordance with Section 25.8 of the Zoning Code, the development, use, operation, and maintenance of the Property must comply with the following plans (collectively, the "Plans"):
  - 1. The landscape plan, prepared by The Hezner Corporation, consisting of 1 page with a date of most recent revisions of April 10, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit B ("Landscape Plan"); and
  - 2. The new site plan, prepared by The Hezner Corporation, consisting of 1 page with a date of most recent revisions of April 10, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit C ("Site Plan"); and
  - 3. The exterior elevations plan, prepared by The Hezner Corporation, consisting of 1 page with a date of preparation of March 8, 2024, a copy of which is attached to and, by this reference, made a part of this Ordinance as Exhibit D ("Elevation Plan").
- C. LANDSCAPE IMPROVEMENTS. The Property must include landscape improvements in compliance with the following conditions:
  - 1. Live landscape plantings must be maintained in the Planter Boxes shown on the Landscape Plan to meet the requirements in Section 26.10-3 of the Zoning Code, subject to review and approval by the Director of

Community Development per Section 26.14 of the Zoning Code.

2. Within six months after the covenant requiring an engineered barrier on the Property is waived in writing, in accordance with Section 4.4 of Exhibit B of the Special Warranty Deed recorded in McHenry County on January 16, 2004 as document number 2004R0004253, the two diagonal striped areas shown along the western lot line on the Site Plan must be landscaped in compliance with Section 26.4-2 and Table 26.5 of the Zoning Code.
- D. EASEMENT REQUIRED. Prior to the construction of any of the improvements shown on the Site Plan, and as a condition of issuance of a building permit for all or any part of the Property, the Applicant must obtain a permanent easement from the owner of the adjacent property to the east with the PIN 19-29-151-032 to allow construction of the new entrance driveway shown on the Site Plan at the northeast corner of the Property and to allow access to the driveway by the public. The document granting the easement must be recorded with the McHenry County Recorder of Deeds.
- E. ENGINEERING IMPROVEMENTS. All engineering improvements on the Property must be constructed pursuant to final engineering plans and details approved in advance by the Village Engineer, which details must comply with all applicable provisions of the Municipal Code and the Subdivision Control Ordinance.
- F. BUILDING MATERIALS. The exterior building elevations as depicted on the Elevation Plans must consist of a minimum of 75 percent brick or stone pursuant to material samples approved in advance by the Director of Community Development, which must comply with the standards in Section 24.16.P of the Municipal Code.
- G. ESTABLISHMENT AND CONTINUATION OF USE. Pursuant to Section 24.9 of the Zoning Code, the approvals granted pursuant to this Ordinance will be automatically null and void if the Proposed Uses are not established within one year of approval of this Ordinance or if the Proposed Uses have been discontinued for a period of one year.
- H. REIMBURSEMENT OF VILLAGE COSTS. In addition to any other costs, payments, fees, charges, contributions, or dedications required under applicable Village codes, ordinances, resolutions, rules, or regulations, the Owner and Applicant, jointly and severally, must pay to the Village, promptly upon presentation of a written demand or demands therefor, all legal fees, costs, and expenses incurred or accrued in connection with the review,



negotiation, preparation, consideration, and review of this Ordinance. Further, the Owner and Applicant are liable for, and must pay upon demand, all costs incurred by the Village for publications and recordings required in connection with the aforesaid matters.

SECTION 6: RECORDATION; BINDING EFFECT. A copy of this Ordinance will be recorded with the McHenry County Recorder of Deeds. This Ordinance and the privileges, obligations, and provisions contained herein inures solely to the benefit of, and is binding upon, the Owner, the Applicant, and each of their respective heirs, representatives, successors, and assigns, except as provided in Section 5.G herein.

SECTION 7: FAILURE TO COMPLY WITH CONDITIONS. Upon the failure or refusal of the Owner or the Applicant to comply with any or all of the conditions, restrictions, or provisions of this Ordinance, in addition to all other remedies available to the Village, the approvals granted in Sections 3 and 4 of this Ordinance will, at the sole discretion of the President and Board of Trustees, by ordinance duly adopted, be revoked and become null and void; provided, however, that the President and Board of Trustees may not so revoke the approvals granted in Sections 3 and 4 of this Ordinance unless it first provides the Owner and the Applicant with two months advance written notice of the reasons for revocation and an opportunity to be heard at a regular meeting of the Board of Trustees. In the event of revocation, the development and use of the Property will be governed solely by the regulations of the zoning district in which the Property is located, and only the previous approvals granted specific to the Property by the Village, prior to the adoption of this Ordinance and the applicable provisions of the Zoning Code, as the same may, from time to time, be amended. Further, in the event of such revocation, the Village Administrator and Village Attorney are hereby authorized and directed to bring such zoning enforcement action as may be appropriate under the circumstance.

SECTION 8: AMENDMENTS. Any amendments to the approvals granted in Sections 3 and 4 of this Ordinance that may be requested by the Owner or the Applicant after the effective date of this Ordinance may be granted only pursuant to the procedures, and subject to the standards and limitations, provided in the Zoning Code.

SECTION 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10: EFFECTIVE DATE.

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

1. Passage by the President and Board of Trustees in the manner required by law;
2. Publication in pamphlet form (which publication is hereby authorized) in the manner required by law; and
3. The filing by the Owner and the Applicant with the Village Clerk of an Unconditional Agreement and Consent, in the form of Exhibit E attached to and, by this reference, made a part of this Ordinance, to accept and abide by each and all of the terms, conditions, and limitations set forth in this Ordinance and to indemnify the Village for any claims that may arise in connection with the approval of this Ordinance.

B. In the event the Owner or the Applicant do not file fully executed copies of the Unconditional Agreement and Consent, as required by Section 10.A.3 of this Ordinance, within 60 days after the date of final passage of this Ordinance, the President and Board of Trustees will have the right, in their sole discretion, to declare this Ordinance null and void and of no force or effect.

Passed this 25th day of April, 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 25TH DAY OF APRIL, 2024

\_\_\_\_\_  
Village President, Ray Bogdanowski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Shannon DuBeau

Published: \_\_\_\_\_

**EXHIBIT A**

**LEGAL DESCRIPTION OF THE PROPERTY**

THAT PART OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER, THENCE NORTH 00 DEGREES 09 MINUTES 44 SECONDS WEST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, 74.78 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 00 DEGREES 09 MINUTES 44 SECONDS WEST ALONG SAID WEST LINE, 151.38 FEET; THENCE SOUTH 89 DEGREES 59 MINUTES 44 SECONDS EAST ALONG A LINE PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST QUARTER, 200.00 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 44 SECONDS EAST ALONG A LINE PARALLEL WITH THE SAID WEST LINE 200.00 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF ALGONQUIN-HUNTLEY ROAD PER DOCUMENT NO. 227879; THENCE NORTH 89 DEGREES 59 MINUTES 44 SECONDS WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 151.22 FEET; THENCE NORTH 45 DEGREES 10 MINUTES 21 SECONDS WEST ALONG THE NORTHEASTERLY LINE OF DEDICATED RIGHT-OF-WAY PER DOCUMENT NO. 516647, 68.97 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS, EXCEPT THAT PART CONVEYED TO THE COUNTY OF MCHENRY, RECORDED OCTOBER 17, 2002 AS DOCUMENT NUMBER 2002R0093574 AND THAT PART CONVEYED IN ORDER RECORDED APRIL 18, 2018 AS DOCUMENT NUMBER 2018R0012244.

Commonly known as 2450 W. Algonquin Road, Lake in the Hills, Illinois.

PIN: 19-29-151-034

EXHIBIT B

LANDSCAPE PLAN

EXHIBIT B



The Hezner Corporation  
 Architectural Services  
 678 Broadway Street, Suite 100  
 Libertyville, IL 60048-2325

Ph.: (847)-918-3800  
 Fax: (847)-549-7633  
 Email: hezner@hezner.biz

Architect's Seal & Signature

PRELIMINARY  
 NOT FOR  
 CONSTRUCTION

Drawn By: LMC

Checked By: SKH

© Copyright 2024  
 The Hezner Corporation  
 Libertyville, Illinois 60048-2325

Date: 3/08/2024 Issued For:  
 PLANNING AND  
 ZONING SUBMITTAL

REVISION SCHEDULE		
Rev.	Date	Issued For:
1	4/10/2024	VILLAGE COMMENTS

Project Title



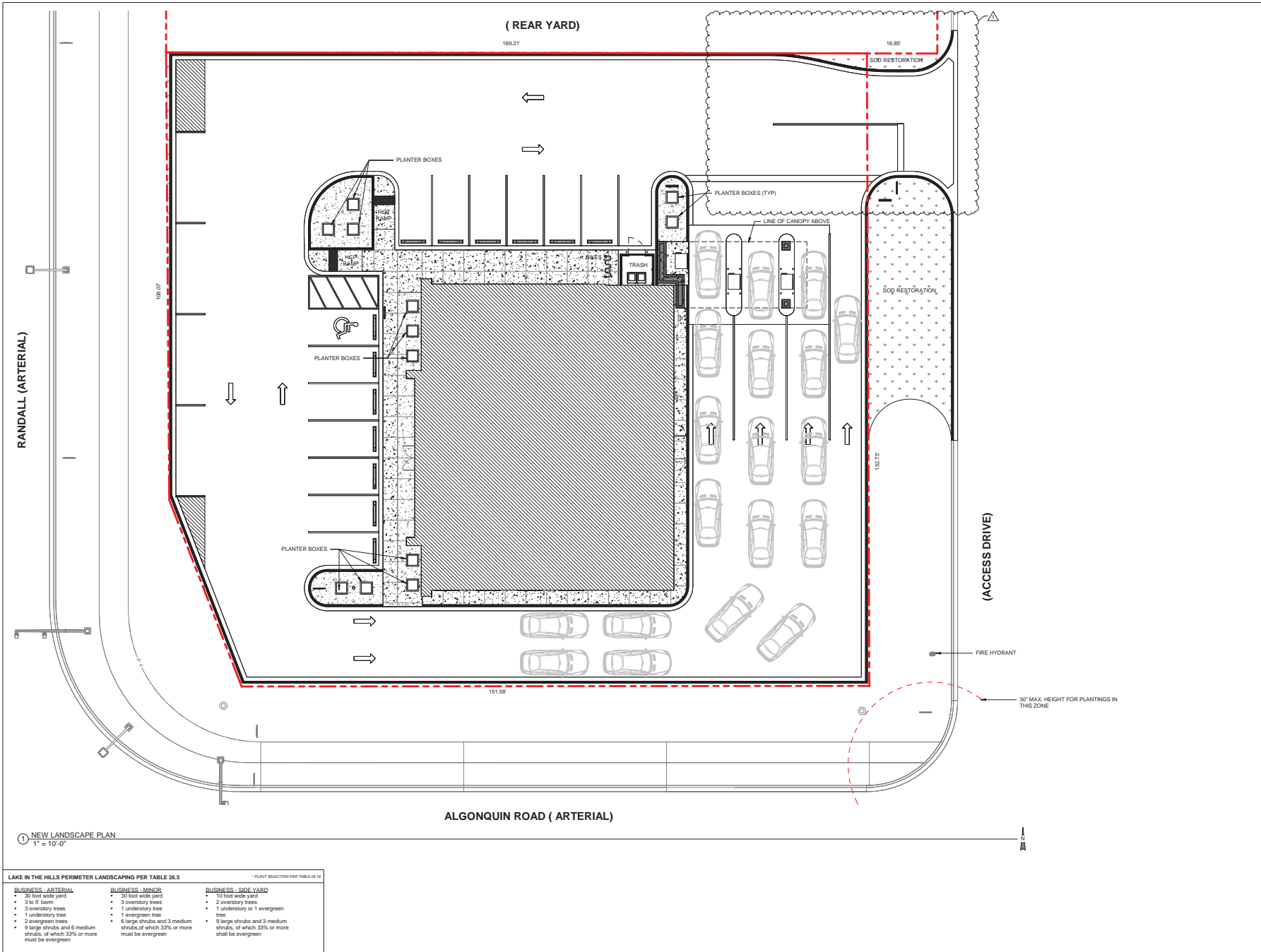
Building and Site Modifications  
 2450 W. Algonquin Rd  
 Lake in The Hills, IL 60156

Sheet Title

LANDSCAPE PLAN

Architect's Project Number

C997  
 L100



LAKE IN THE HILLS PERIMETER LANDSCAPING PER TABLE 26.5

BUSINESS - ARTERIAL	BUSINESS - MINOR	BUSINESS - SIDE YARD
<ul style="list-style-type: none"> <li>30 foot wide yard</li> <li>3 to 5' berm</li> <li>3 overstory trees</li> <li>1 understory tree</li> <li>2 evergreen trees</li> <li>9 large shrubs and 6 medium shrubs, of which 33% or more must be evergreen</li> </ul>	<ul style="list-style-type: none"> <li>30 foot wide yard</li> <li>3 overstory trees</li> <li>1 understory tree</li> <li>1 evergreen tree</li> <li>6 large shrubs and 3 medium shrubs, of which 33% or more must be evergreen</li> </ul>	<ul style="list-style-type: none"> <li>10 foot wide yard</li> <li>2 overstory trees</li> <li>1 understory or 1 evergreen tree</li> <li>9 large shrubs and 3 medium shrubs, of which 33% or more shall be evergreen</li> </ul>

\*RELAY SELECTION PER TABLE 26.16

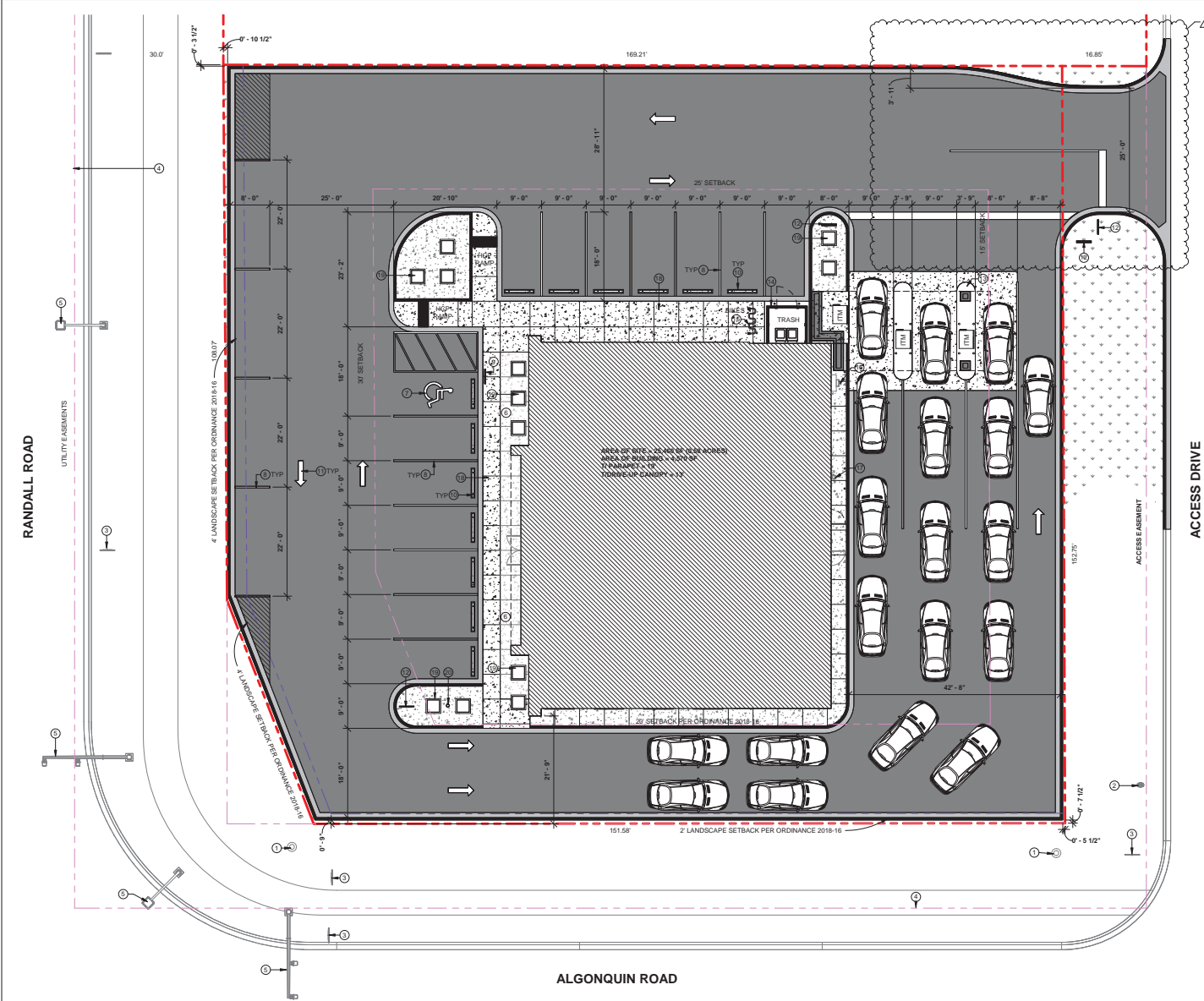
EXHIBIT C

SITE PLAN



The Hezner Corporation  
 Architectural Services  
 678 Broadway Street, Suite 100  
 Libertyville, IL 60048-2325

Ph.: (847)-918-3800  
 Fax: (847)-549-7633  
 Email: hezner@hezner.biz



**LEGEND - NEW SITE**

[Pattern]	NEW CONCRETE PAVING
[Pattern]	EXISTING CONCRETE PAVING
[Pattern]	NEW CONCRETE CURBS
[Pattern]	NEW ASPHALT PAVING
[Pattern]	NEW CONCRETE GUTTERS
[Pattern]	NEW LANDSCAPING
[Pattern]	NEW PERMEABLE LANDSCAPING GRAVEL
[Pattern]	NO DEMOLITION OR NEW CONSTRUCTION IN THIS AREA EXCEPT AS REQUIRED TO COMPLETE WORK IN AREA OF CONSTRUCTION.

- KEYNOTES**
- Existing power pole to remain.
  - Existing fire hydrant to remain.
  - Existing traffic signage to remain.
  - Existing public sidewalk to remain.
  - Existing traffic control/roadway lighting to remain.
  - Extents of existing concrete sidewalk to remain.
  - New accessible parking symbol.
  - New parking pavement markings.
  - New accessible parking sign.
  - New concrete wheel stop.
  - New site directional pavement markings.
  - New site traffic signage.
  - New concrete drive-up island.
  - New GFRC clad trash enclosure.
  - New bike rack.
  - Existing electrical service to remain.
  - Existing gas service to remain.
  - New concrete sidewalk. Align construction joints with existing concrete sidewalk to remain.
  - New precast concrete planter boxes.
  -

Architect's Seal & Signature

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

Drawn By: EWW  
 Checked By: SKH  
 © Copyright 2024  
 The Hezner Corporation  
 Libertyville, Illinois 60048-2325

Date: 3/08/2024  
 Issued For: PLANNING AND ZONING SUBMITTAL

**REVISION SCHEDULE**

Rev.	Date	Issued For:
1	4/10/2024	VILLAGE COMMENTS

Project Title

Building and Site Modifications  
 2450 W. Algonquin Rd.  
 Lake in The Hills, IL 60156

Sheet Title

**NEW SITE PLAN**

Architect's Project Number

**C997  
 AS101**

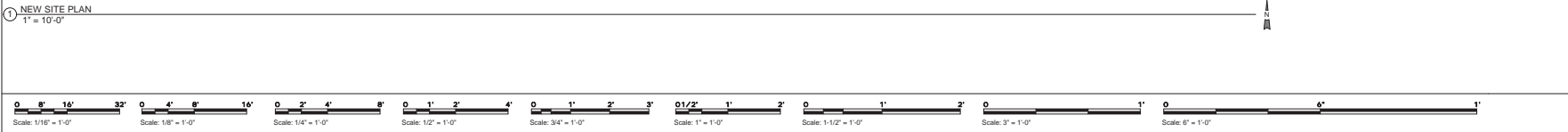


EXHIBIT D

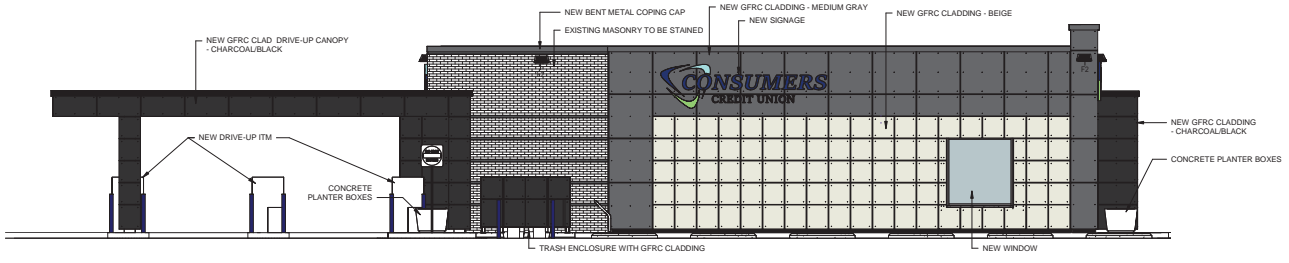
ELEVATION PLAN



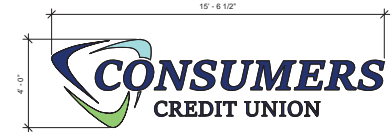


The Hezner Corporation  
 Architectural Services  
 678 Broadway Street, Suite 100  
 Libertyville, IL 60048-2325

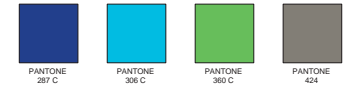
Ph.: (847)-919-3800  
 Fax: (847)-549-7633  
 Email: hezner@hezner.biz



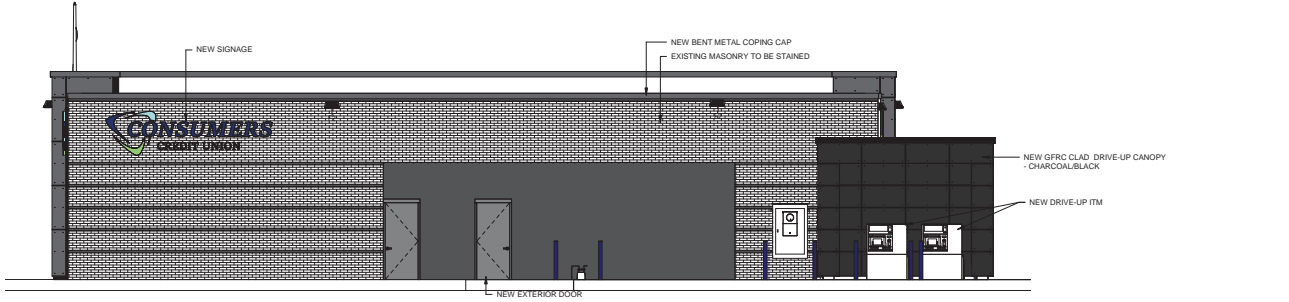
1 NEW NORTH ELEVATION  
 3/16" = 1'-0"



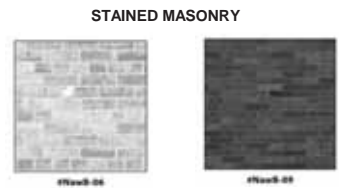
- BACKLIT LETTERS AND SYMBOLS IN THE COLOR INDICATED (CCU STANDARD COLORS)  
 - ALL ELECTRICAL PROVISIONS TO BE CONCEALED BEHIND LETTER.



5 WALL SIGN - TYPICAL  
 3/8" = 1'-0"



2 NEW EAST ELEVATION  
 3/16" = 1'-0"



STAINED MASONRY

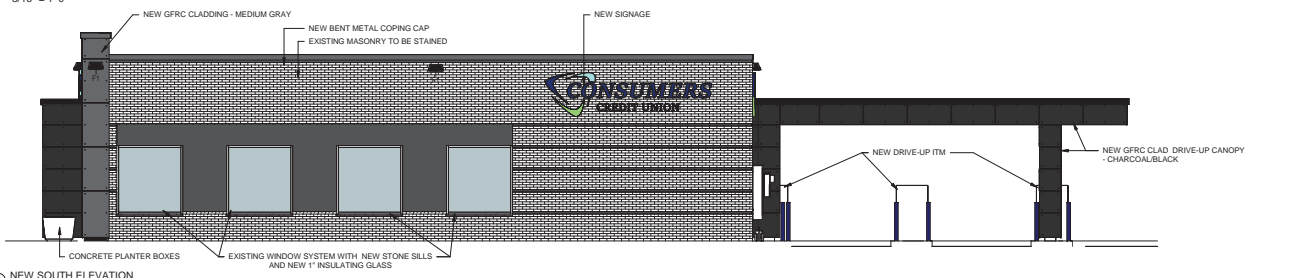


EXTERIOR CLADDING

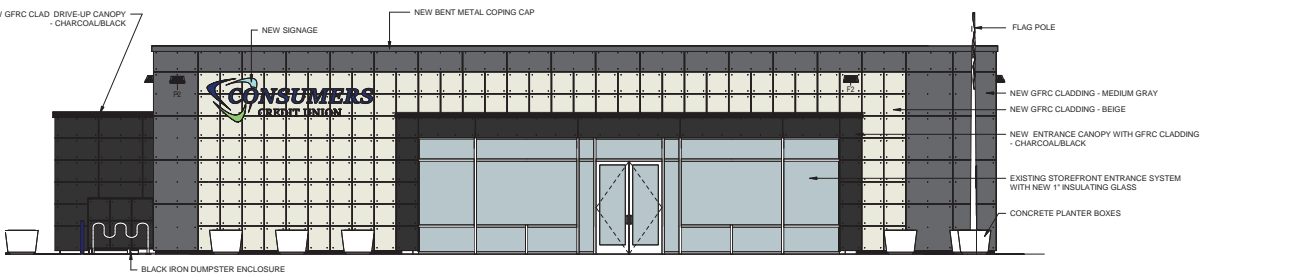
CANOPY CLADDING

BORDER CLADDING

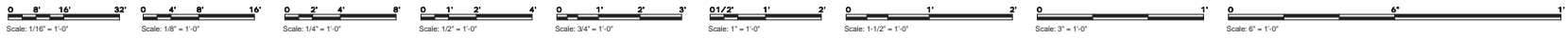
GENERAL FIELD CLADDING



3 NEW SOUTH ELEVATION  
 3/16" = 1'-0"



4 NEW WEST ELEVATION  
 3/16" = 1'-0"



Architect's Seal & Signature

**PRELIMINARY  
 NOT FOR  
 CONSTRUCTION**

Drawn By: EWW

Checked By: SKH

© Copyright 2024  
 The Hezner Corporation  
 Libertyville, Illinois 60048-2325

Date: 3/08/2024 Issued For:  
 PLANNING AND  
 ZONING SUBMITTAL

REVISION SCHEDULE		
Rev.	Date:	Issued For:

Project Title



Building and Site Modifications  
 2450 W. Algonquin Rd  
 Lake in The Hills, IL 60156

Sheet Title

**EXTERIOR  
 ELEVATIONS, SIGNAGE  
 & MATERIALS**

Architect's Project Number

**C997  
 AE201**

**EXHIBIT E**

**UNCONDITIONAL AGREEMENT AND CONSENT**

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

WHEREAS, The County of McHenry, Illinois ("Owner") is the record title owner of that certain property in the Village commonly known as 2450 W. Algonquin Road ("Property"); and

WHEREAS, Ordinance No. \_\_\_\_\_, adopted by the Village President and Board of Trustees on April 25, 2024 ("Ordinance"), grants a conditional use permit and zoning variations to Consumers Credit Union ("Applicant") for the use of the Property for a financial institution with a drive-through; and

WHEREAS, Section 10 of the Ordinance provides, among other things, that the Ordinance will be of no force or effect unless and until the Owner and the Applicant shall have filed, within 60 days following the passage of the Ordinance, their unconditional agreement and consent to accept and abide by each and all of the terms, conditions, and limitations set forth in the Ordinance.

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

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

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

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

4. The Owner and the Applicant do hereby agree to hold harmless and indemnify the Village, the Village's corporate authorities, and all Village elected and appointed officials, officers, employees, agents, representatives, and attorneys, from any and all claims that may, at any time, be asserted against any of

such parties in connection with the Village's adoption of the Ordinance granting conditional use permit and variation approvals for the Property.

Dated: \_\_\_\_\_ 2024

ATTEST:

**COUNTY OF MCHENRY, ILLINOIS**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

ATTEST:

**CONSUMERS CREDIT UNION**

By: \_\_\_\_\_

By: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

# REQUEST FOR PUBLIC HEARING AND COMMISSION ACTION

---



## PLANNING AND ZONING COMMISSION

**MEETING DATE:** April 15, 2024

**DEPARTMENT:** Community Development

**SUBJECT:** Conditional Use for a Drive Through and Variations for Consumers Credit Union at 2450 W Algonquin Road

## EXECUTIVE SUMMARY

---

### General Information

*Requested Action:*

- Conditional Use Permit for a drive-through.
- Variations from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within required front yards along Algonquin Road and Randall Road with a setback of zero feet.
- Variations from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the perimeter landscaping yards along Algonquin Road and Randall Road to zero feet and eliminate all required landscape plantings within the yards.
- Variations from Section 26.4-6 and Table 26.6 of the Zoning Code to eliminate all required landscape plantings within the perimeter landscaping yards along the north and east property lines.

*Owner:* McHenry County

*Applicant:* Scott Hezner of the Hezner Corporation, as agent for Consumers Credit Union

*Purpose:* To allow for the development of a Consumers Credit Union retail financial institution with drive-through lanes.

*Location and Size:* 2450 W Algonquin Road. Approximately 25,458 square feet in area.

*Zoning and Land Use:*

Site:	B-3 General Business - vacant bank building
North:	B-3 General Business - restaurant with drive-through
East:	B-3 General Business - retail
South:	Algonquin B-2 General Retail Business - stormwater
West:	B-3 General Business - retail
Future Land Use:	Commercial

## Background

The subject property on the northeast corner of Randall Road and Algonquin Road at 2450 W Algonquin Road is within the B-3 General Business zoning district. The property includes an existing 4,570 square-foot building with a 1,730 square-foot drive-through canopy that was constructed in 2004 and originally occupied by Bank of America. The building has been vacant and unoccupied since 2014. From 2019 to 2021 the McHenry County Division of Transportation reconstructed and widened Randall Road adjacent to the subject property, and the County acquired portions of the property along the western and southern lot lines for right-of-way purposes. As part of a court case to determine the just compensation for the right-of-way, McHenry County became owner of the whole property in May of 2023. As the County has no planned use for the subject property, the property has been made available for sale. Early in 2024 McHenry County entered into a contract to sell the property to Consumers Credit Union, an Illinois Chartered Credit Union that has served the north and northwest suburbs of Chicago since 1930.

Consumers Credit Union (CCU) is now proposing to renovate and occupy the existing building as a new retail banking location, which is a permitted use in the B-3 zoning district. CCU is also proposing to remove the existing 1,730 square-foot drive-through canopy and associated site improvements, and construct a new 545 square-foot drive-through canopy in a new location with re-configured drive-through lanes. Per Section 24.9 of the Zoning Code, whenever any conditional use has been discontinued for a period of one year, such use shall not be reestablished without a public hearing as provided for the establishment of conditional uses. Therefore, CCU has applied for approval of a conditional use permit to reestablish the drive-through use and reconfigure the drive-through canopy and lanes.

Prior to development of the Bank of America building in 2004, the subject property was used as an Amoco gas station. Due to the potential for environmental contamination from underground fuel storage tanks used by the gas station, the recorded deed selling the property included restrictive covenants stipulating strict requirements to protect the public from potential hazardous material contamination. Among other requirements, the covenants require all portions of the property to be covered with an engineered barrier consisting of a concrete or asphalt surface at all times. Even though the property included significant code-compliant landscaped areas while the property was used by Bank of America for ten years, and even though the Illinois Environmental Protection Agency issued a "No Further Remediation Letter" on July 22, 2008 indicating that no further corrective actions are required on the property for the protection of human health and safety, the restrictive covenants from the deed remain in full force and effect indefinitely unless waived in writing by the parent company of Amoco Oil Company. Therefore, out of an abundance of caution, the applicant has proposed extending the existing pavement areas up to the edge of the existing property lines with no setback and no perimeter landscaping to create a full barrier in compliance with the deed restrictions. Therefore, the applicant has requested several zoning variations, as detailed below.

Per zoning variations granted on January 8, 2004 by Ordinance 2004-07 and on February 22, 2018 by Ordinance 2018-16, the required parking setbacks and perimeter landscaping requirements on the subject property have already been drastically reduced. Following are the current regulations in effect based on the Zoning Code and these variations:

- In the front yard (front) along Algonquin Road, the required parking setback is 2 feet instead of 30 feet, the required landscape setback is 2 feet instead of 30 feet, and all specific landscape planting requirements have been waived.
- In the front yard (side) along Randall Road, the required parking setback is 4 feet instead of 30 feet, the required landscape setback is 4 feet instead of 30 feet, and specific landscape planting requirements have been waived except for the requirements to install understory trees, evergreen trees and large shrubs.
- In the rear yard (to the north), no parking setback is required per Section 18.6 and the required landscape setback has been reduced to zero feet instead of 10 feet, but the landscape planting requirements for overstory trees, understory trees, evergreen trees, large shrubs and medium shrubs remain in place.
- In the side yard (to the east), no parking setback is required per Section 18.6 and the required landscape setback has been reduced to zero feet instead of 10 feet, but the landscape planting requirements for overstory trees, understory trees, evergreen trees, large shrubs and medium shrubs remain in place.

The applicant has requested the following variations from the Zoning Code to further reduce the requirements listed above:

- A variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Algonquin Road, with the parking setback reduced from two feet to zero feet;
- A variation from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within the required front yard along Randall Road, with the parking setback reduced from four feet to zero feet;
- A variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the perimeter landscaping yard along Algonquin Road from two feet to zero feet and to eliminate all required landscape plantings within the yard;
- A variation from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the perimeter landscaping yard along Randall Road from four feet to zero feet and to eliminate all required landscape plantings within the yard; and,
- Variations from Section 26.4-6 and Table 26.6 of the Zoning Code to eliminate all required landscape plantings within the rear perimeter landscaping yard along the north property line and within the side perimeter landscaping yard along the east property line.

### Analysis - Conditional Use

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

In the review of whether the proposed drive-through is necessary or desirable to provide a service or facility which is in the interest of public convenience and will contribute to the general welfare, the submitted application form states that drive-through transaction services have become integral with modern financial services offered by institutions such as Consumers Credit Union, and CCU members rely upon drive-through conveniences and depend upon their availability. Staff notes that all three of the banking businesses in the Village along Randall Road already operate accessory

drive-through lanes, and finds that drive-throughs are customary at suburban financial institutions along major roadways like Randall Road. Therefore, staff finds that the proposed drive-through would be desirable to provide a service to Lake in the Hills residents in that it would allow CCU to compete on an equal footing with nearby banks, and finds that approval of the requested drive-through would be in the interest of public convenience in that it would meet the expectation of CCU customers.

Next, staff has reviewed whether the proposed drive through 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. Staff notes that the nearest occupied residential properties are located over 900 feet away from the subject property on Village Creek Drive, and there are existing commercial developments between the subject property and those residences. Essentially, the property is in the middle of an established commercial area surrounded by existing commercial business. As such, staff finds that the proposed uses will be not detrimental to persons residing in the vicinity. Per Section 18.9 of the Zoning Code, a drive-through is required to include five vehicle stacking spaces for each drive-through service lane. As allowed by the zoning variations granted on January 8, 2004 by Ordinance 2004-07, the existing drive-through lanes on the north side of the building only have four vehicle stacking spaces per lane. Staff is not aware of the existing drive-through lanes having caused any detriment to persons working in the vicinity. The submitted plans show a reconfigured setup with three drive-through lanes on the east side of the building, with each lane having space for at least five vehicle stacking spaces, and the design also includes space for a bypass lane. Therefore, staff finds that the reconfigured drive-through will be an improvement over the configuration of the existing drive-through, and as such will not be detrimental to persons working in or visiting the adjacent businesses. Further, as noted on the submitted application form, staff finds that the proposed development should only have a positive effect on the value of the surrounding commercial properties in that adjacent businesses will benefit from the new clientele that will be brought to the area by the credit union.

Third, staff has reviewed whether the reestablishment of the drive through will impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district. The adjacent property to the north is already developed with a Tommy's Red Hots drive-through restaurant, and the applicant has revised the plans based on staff's review comments to ensure that the proposed development work does not encroach onto the adjacent restaurant property. The adjacent property to the east is already developed as the parking lot for a U-Haul storage and rental business. Due to the fact that the properties to the west and south are separated from the subject property by the wide rights-of-way of Randall Road and Algonquin Road, staff finds that the proposed drive-through will have no effect on the development potential of the nearest properties to the west and south. Therefore, staff finds that the reestablishment of the proposed use will not impede the normal and orderly development and improvement of the surrounding property.

In the review of the extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents, staff notes that the future land use map calls for commercial development on the subject property and the proposed development is a retail financial institution with a drive-through, which is commercial in nature.

Next, staff has considered the amount of traffic congestion or hazards, if any, that may occur as a result of the reestablishment of the conditional use, as well as the extent and adequacy of pedestrian

and vehicular access and circulation. Per Section 18.9 of the Zoning Code, the proposed use would be required to provide one parking space for every 200 square feet of building area. Therefore, 23 parking spaces would be required for the 4,570-square-foot building. A zoning variation granted on January 8, 2004 by Ordinance 2004-07 reduced the number of required parking spaces from 23 to 18. The site currently includes only ten parking spaces. The submitted plans show the parking lot to be reconfigured to provide the minimum of 18 parking spaces required by Ordinance 2004-07, including seven spaces on the north side of the building, seven spaces on the south side of the building, and four perpendicular parking spaces along the western lot line adjacent to Randall Road. Staff finds that the 18 parking spaces will be sufficient to meet the needs of the facility. As detailed above, a sufficient number of vehicles could be stacked in the drive-through lanes without blocking any offsite areas. Therefore, staff finds that the proposed use will not result in additional traffic congestion or hazards.

Further, the redesigned drive-through layout will result in the site entrance driveway being moved north from the middle of the eastern property line to the far northeastern corner of the property. This will create additional stacking space along the existing shopping center roadway to the east between Algonquin Road and the site entrance driveway, which will improve vehicular safety. However, staff notes that the shopping center roadway to the east is on private property. The subject property has the benefit of an access easement for the existing entrance driveway, but the easement does not extend north to the proposed new driveway location. CCU will need to obtain new easement rights from the adjacent property, and the applicant has indicated that they are currently in negotiations with the seller of the property (McHenry County) and the owner of the adjacent property (Amerco Real Estate Co) to obtain the necessary easement rights. Therefore, if the Planning and Zoning Commission recommends approval of the conditional use, staff suggests that the recommendation include the condition that the applicant must obtain a permanent easement from the owner of the adjacent property to the east with the PIN 19-29-151-032 to allow construction of the new entrance driveway shown on the submitted plans and to allow access to the driveway by the public.

Regarding pedestrian accommodations, staff notes that the onsite walkways will remain the same on the western front side of the building, and that new concrete walkway will be constructed along the north side of the building to allow pedestrians to walk from the new northern parking spaces to the front entrance of the building. Therefore, staff finds that pedestrian access will be adequately accommodated by the proposed development.

In review of the extent that the conditional use can be adequately served by essential public facilities and services and private utilities, staff notes that all utilities are already in place. The applicant has indicated that the existing utilities are adequate for CCU's needs.

Finally, staff has examined whether the proposed use will comply with the regulations and conditions specified in the Zoning Code for such uses. The applicant's full submittal was reviewed for code compliance by the Village Engineer and the Community Development Department, and the Village provided the applicant with a review letter containing a list of comments. The applicant has had the plans and documents fully revised to comply with the Village's review comments, and the revised plans are included with this report. Other than as detailed in the section of this report below regarding several zoning variation regarding setbacks and landscaping, the plans generally comply with the Zoning Code requirements. Staff finds that there only minor details remaining that will need to be resolved before a site development permit can be issued. Therefore, if the Planning and



Zoning Commission recommends approval of the conditional use, staff suggests that the recommendation include the condition that final engineering details must be submitted to the Village and shall be subject to final approval by the Village Engineer.

### Findings - Summary, Conditional Uses

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

### Findings - Detail, Conditional Uses

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

1. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use at the particular location requested is necessary or desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community: *The requested conditional use on the property at 2450 W. Algonquin Road is necessary and desirable to provide a service or a facility which is in the interest of public convenience and will contribute to the general welfare of the neighborhood or community, in that the proposed drive-through will allow Consumers Credit Union to compete on an equal footing with nearby banks, and in that drive-through service would meet with the expectation of Consumers Credit Union customers.*
2. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use will not, under the circumstances of the particular case, be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity: *The requested conditional use will not be detrimental to the health, safety, morals or general welfare of persons residing or working in the vicinity, or injurious to property values or improvements in the vicinity, in that the drive-through is not located close to residential properties, in that the drive-through includes sufficient vehicle stacking spaces, and in that the reestablishment of a drive-through on the subject property should only have a positive effect on the value of the surrounding commercial properties.*
3. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district: *The requested conditional use will not impede the normal and orderly development and improvement of surrounding properties for uses permitted in the district in that the surrounding properties to the north and east are already developed with commercial uses, and in that the properties to the south and west are separated from the subject property by the Randall Road and Algonquin Road rights-of-way.*
4. The Planning and Zoning Commission and the Board of Trustees shall consider the extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents: *The requested conditional use is harmonious and compatible with the goals and objectives of the Village's comprehensive planning documents in that the*

*Future Land Use Map calls for commercial development on the subject property and the proposed use is commercial.*

5. The Planning and Zoning Commission and the Board of Trustees shall consider the amount of traffic congestion or hazards, if any, that may occur as a result of the conditional use, as well as the extent and adequacy of pedestrian and vehicular access and circulation: *The requested conditional use will not create traffic congestion or hazards in that sufficient parking spaces and drive-through stacking spaces are provided, and in that adequate new pedestrian facilities will be constructed, subject to the condition that the applicant must obtain a permanent easement from the owner of the adjacent property to the east with the PIN 19-29-151-032 to allow construction of the new entrance driveway shown on the submitted plans and to allow access to the driveway by the public.*
6. The Planning and Zoning Commission and the Board of Trustees shall consider the extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities: *The requested conditional use can be adequately served by the existing public and private utilities that already serve the property.*
7. The Planning and Zoning Commission may recommend and the Board of Trustees shall find that the proposed use will comply with the regulations and conditions specified in this Zoning Code for such use, and with the stipulations and conditions made a part of the authorization granted by the Board of Trustees: *The requested conditional use will comply with the applicable regulations, subject to the condition that final engineering details must be submitted to the Village and shall be subject to final approval by the Village Engineer, and subject to the granting of several requested zoning variations regarding parking lot setbacks and perimeter landscaping.*

### Analysis - Zoning Variations

As detailed at the beginning of this report, the applicant has requested approval of several zoning variations from Section 18 of the Zoning Code regarding parking setbacks and from Section 26 of the Zoning Code regarding perimeter landscaping. In 2018 the Village processed and approved a group of similar variations in an attempt to resolve zoning compliance issues anticipated to be caused by the acquisition of additional right-of-way for the construction project to widen Randall Road and Algonquin Road. The 2018 variations were granted to 22 different properties affected by the construction project. As the variations relate to the subject property at 2450 W. Algonquin Road, the property was vacant at the time and it was unknown what changes to the property would be required for any new tenant. Therefore, the 2018 variations simply reduced the standards to match the existing conditions. Now that a specific business desires to use the property, the variations need to be altered slightly to accommodate the specific needs of the new business, as described below.

Per Section 23.7 of the Zoning Code, there are three conditions and six supplemental standards that shall be considered by the Planning and Zoning Commission in determining whether to recommend approval of a variation. The applicant has indicated on their submitted application form how they believe these factors are met. Staff will provide a detailed analysis below of all factors for the request. Due to the fact that all of the requested variations are directly related to the above-mentioned environmental deed restrictions and the previous variations regarding adjacent right-of-way acquisition, staff will analyze all of the variations together as a group.

Staff has reviewed whether the subject property could yield a reasonable return if required to comply with the minimum parking setback and perimeter landscaping requirements. As noted on the submitted application, the deed restrictions on the property mandate an engineered barrier, and the barrier could not be installed if the setback and landscaping standards were required to be met. Due to the deed restrictions, Consumers Credit Union (CCU) could not use the property without the variations, and the property would remain vacant and unused without the variations. These conditions would likely affect other potential users as well, which would diminish the return that the owner could receive from the property. Therefore, staff finds that the property would yield a reduced return without the granting of the requested variations.

Staff has reviewed whether the plight of the owner is due to unique circumstances. As detailed above, the IEPA has already issued a No Further Remediation Letter, yet the restrictive covenants from the deed remain in full force and can only be waived by the parent company of Amoco Oil Company. The other gasoline stations in the vicinity within the Village along Randall Road and Algonquin Road were constructed much more recently with newer technology to control leaking underground storage tanks, and as such do not have to deal with such restrictive covenants at this time. Therefore, staff finds that the restrictive covenants are a unique circumstance that supports the variation requests.

Staff has reviewed whether the variation, if granted, would alter the essential character of the locality. The previous use and the proposed use are both financial institutions with drive-through lanes, and both uses would have the same character. Regarding the parking setback and landscape variations, the site currently has almost no remaining landscaping, and staff finds that the minor setback changes of two to four feet would not likely be noticed by visitors to the site or adjacent properties. Therefore, staff generally finds that the granting of the requested variations would not alter the character of the area. However, it should be noted that the applicant's plans call for staining portions of the existing brick exterior of the building, and covering other portions of the existing brick with new engineered cladding. Therefore, to ensure that the revised exterior of the building does not alter the character of the area, if the Planning and Zoning Commission recommends approval of the variations, staff suggests that the recommendation include the condition that the building must include decorative exterior elevations consisting of a minimum of 75 percent brick, stone, or other masonry material in compliance with Section 24.16 of the Municipal Code.

In review of whether the physical surroundings, shape or topographical conditions of the specific property would bring a particular hardship upon the owner as distinguished from a mere inconvenience, staff notes that the shape of the property has been drastically changed by the right-of-way acquisition along Randall Road and Algonquin Road, and finds that this physical condition of the property brings a hardship upon the owner.

As detailed above, staff believes that the subject property is unique regarding the deed restrictions that require an engineered barrier of concrete or asphalt. Therefore, staff finds that the conditions upon which the petitions for variation are based would not be applicable generally to other properties within the same zoning classification.

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

would not increase the amount of money that CCU could generate from the property. Rather, the variations would be required to allow any use of the property due to the deed restrictions. Further, staff notes that the applicant will actually spend an increased amount of money to expand the engineered barrier and bring it into compliance with the deed restrictions.

Staff has reviewed whether the alleged difficulty or hardship has been created by any person presently having interest in the property. As noted above, the property was used by a previous owner as a gasoline station with underground storage tanks prior to 2004, and the current owner only obtained title to the property in 2023. The applicant did not place the deed restrictions on the property, and was not involved with the right-of-way expansion.

Staff has reviewed whether the granting of the variation will be detrimental to the public welfare or injurious to other property in the neighborhood. As detailed above, the restrictive covenants that require the property to be covered with an engineered barrier consisting of concrete or asphalt were put in place to protect the public from potential hazardous material contamination. Therefore, the variations will generally protect the public welfare and will not cause injury to other properties in the vicinity. However, staff finds that the landscaping that would be required by the Zoning Code also would provide positive environmental and aesthetic benefits to the public. The plan shows two areas of the pavement along the western lot line that include diagonal striping as if they are unnecessary for vehicular traffic. These two areas could include landscaped planting if the engineered barrier were not required. Therefore, if the Planning and Zoning Commission recommends approval of the variations, staff suggests that the recommendation include the condition that these two diagonal striped areas shown on the plan must be landscaped in the future in compliance with Section 26.4-2 and Table 26.5 of the Zoning Code if the restrictive covenants are ever waived in writing by the parent company of Amoco Oil Company.

Further, staff notes that the site plans and renderings in the submitted drawing set show three parking lot landscape islands around the building, and show landscaping to be provide within raised planters. Specifically, the area of these parking lot islands includes the required engineered barrier, but landscaping is still proposed to be included in large planting boxes that extend a few feet above the barrier. To ensure that these landscape islands are still code compliant, if the Planning and Zoning Commission recommends approval of the variations, staff suggests that the recommendation include the condition that live plantings must be maintained in the raised planters to meet the intent of the requirements in Section 26.10-3 of the Zoning Code subject to review and approval by the Director of Community Development per Section 26.14 of the Zoning Code.

Finally, staff has reviewed whether the proposed variations will impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood. As noted above, the required engineered barrier will ensure that visitors to the site and vicinity have an adequate supply of clean air and are not exposed to air polluted by motor fuel fumes. Certainly, the expansion of pavement and reduction in landscaping will not increase danger of fire. Further, the property has been vacant and used for 10 years, and the granting of the variations will allow a business to once again use the property and bring increased activity and vitality to the area, which will only have a positive effect on property values in the vicinity.

### Findings – Summary, Zoning Variations

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

### Findings – Detail, Zoning Variations

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

- A. The property in question cannot yield a reasonable return if permitted to be used only under the conditions allowed by the regulations governing the district in which it is located: *The property would yield a reduced return without the granting of the requested variations due to the restrictive covenants that require the property to be covered with an engineered barrier to protect the public from potential hazardous material contamination.*
- B. The plight of the owner is due to unique circumstances: *The plight of the owner is due to the unique circumstance that no other properties in the vicinity are subject to restrictive covenants that require the property to be covered with an engineered barrier due to the former use of the property for a gasoline station.*
- C. The variation, if granted, will not alter the essential character of the locality: *The variations, if granted, would not alter the essential character of the locality, in that the parking setbacks and landscaping would be very similar to the existing conditions on the subject property, subject to the condition that the building must include decorative exterior elevations consisting of a minimum of 75 percent brick, stone, or other masonry material in compliance with Section 24.16 of the Municipal Code.*

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

- D. The particular physical surroundings, shape or topographical conditions of the specific property involved would bring a particular hardship upon the owner as distinguished from a mere inconvenience if the strict letter of the regulation were to be carried out: *The physical conditions of the specific property would bring a hardship upon the owner if the strict letter of the regulation were to be carried out in, that the size and shape of the property has been significantly altered due to adjacent right-of-way acquisitions.*
- E. The conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification: *The conditions upon which the petition for the variations is based would not be applicable generally to other property within the same zoning classification, in that the subject property is uniquely restricted by covenants that require the property to be covered with an engineered barrier to protect the public from potential hazardous material contamination.*

- F. The purpose of the variation is not based exclusively upon a desire to make more money out of the property: *The purpose of the variation is not based exclusively upon a desire to make more money out of the property, in that the variations would not increase the amount of money that Consumers Credit Union would generate from the property.*
- G. The alleged difficulty or hardship has not been created by any person presently having interest in the property: *The alleged difficulty or hardship has not been created by any person presently having interest in the property, in that the seller and the applicant did not place the deed restrictions on the property, and in that Consumers Credit Union was not involved with the adjacent right-of-way expansion.*
- H. The granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located: *The granting of the requested variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located, in that the required engineered barrier protects the public welfare, subject to the condition that the two diagonal striped areas shown on the plans along the western lot line must be landscaped in the future in compliance with Section 26.4-2 and Table 26.5 of the Zoning Code if the restrictive covenants requiring an engineered barrier are ever formally waived in writing, and subject to the condition that live plantings must be maintained in the raised planters shown in the three parking lot landscape islands on the plans to meet the intent of the requirements in Section 26.10-3 of the Zoning Code and subject to review and approval by the Director of Community Development per Section 26.14 of the Zoning Code.*
- I. The proposed variation will not impair an adequate supply of light and air to adjacent property or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood: *The proposed variations will not impair an adequate supply of light and air to adjacent properties or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood, in that the restrictive covenants that require the property to be covered with an engineered barrier will protect the public from potential hazardous fumes, and in that the renewed activity on the long-vacant property will only have a positive effect on property values in the vicinity.*

## **ATTACHMENTS**

1. Exhibits
2. Application Packet
3. Plan Set

## **RECOMMENDED ACTION**

---

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

A motion to recommend approval of:

- the requested Conditional Use Permit for a drive-through;
- variations from Section 18.6-2 of the Zoning Code to allow parking spaces to be located within required front yards along Algonquin Road and Randall Road with a setback of zero feet;

- variations from Section 26.4-2 and Table 26.5 of the Zoning Code to reduce the perimeter landscaping yards along Algonquin Road and Randall Road to zero feet and eliminate all required landscape plantings within the yards; and,
- Variations from Section 26.4-6 and Table 26.6 of the Zoning Code to eliminate all required landscape plantings within the perimeter landscaping yards along the north and east property lines,

all to allow for the development of a Consumers Credit Union business with three drive-through lanes on the property at 2450 W. Algonquin Road, per the findings and with the five conditions noted in the staff report dated April 15, 2024.

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

1. The applicant must obtain a permanent easement from the owner of the adjacent property to the east with the PIN 19-29-151-032 to allow construction of the new entrance driveway shown on the submitted plans and to allow access to the driveway by the public.
2. Final engineering details must be submitted to the Village and shall be subject to final approval by the Village Engineer.
3. The building must include decorative exterior elevations consisting of a minimum of 75 percent brick, stone, or other masonry material in compliance with Section 24.16 of the Municipal Code.
4. The two diagonal striped areas shown on the plans along the western lot line must be landscaped in the future in compliance with Section 26.4-2 and Table 26.5 of the Zoning Code if the restrictive covenants requiring an engineered barrier are ever formally waived in writing.
5. Live plantings must be maintained in the raised planters shown in the three parking lot landscape islands on the plans to meet the intent of the requirements in Section 26.10-3 of the Zoning Code and subject to review and approval by the Director of Community Development per Section 26.14 of the Zoning Code

# General Information Narrative

Regarding

## Consumers Credit Union

2450 W. Algonquin Road, Lake In The Hills, IL 60156

March 8, 2024

### **Introduction:**

Consumers Credit Union (CCU), an Illinois Chartered Credit Union, chartered in 1930, has thrived during its first century as a member-owned, member-focused, credit union. That's because CCU has consistently championed the credit union philosophy of "people helping people," a philosophy that has defined their organization from their inception. The focus of CCU is on the specific financial needs of their members and their services are customized uniquely to them. CCU offers a complete array of products and services to their members including checking, savings, debit and credit cards, vehicle and consumer loans, money market accounts and certificates, and a variety of mortgage products. The proposed location, at 2450 W. Algonquin Road, offers appropriate building orientation and square footage, established site circulation routes, and reasonable site access to regional traffic patterns. The location also offers an excellent sustainable opportunity to re-purpose a vacant and deteriorating site and building into a refreshed and functional facility that the Village and CCU can be proud of. CCU is thrilled with the opportunity to offer a branch location in Lake In The Hills, and feels they are a perfect fit for the surrounding region.

### **Project goals:**

CCU is proposing to renovate and occupy the existing building and adjust the existing site to best serve their members, staff, and all visitors accessing their facilities.

### **Site: Proposed site modifications include:**

- Modifying the existing East entry point to the site from the existing minor street, to position it further from the intersection with W. Algonquin Road. This will allow for a greater vehicular stack involving vehicles turning on to W. Algonquin Road as needed.



- Removing the existing 1,730 sq ft drive-up canopy and associated site improvements, and establish a new 545 sq ft drive-up canopy in a new location that will offer safer exiting conditions and accommodations for more cars than are required by the local ordinance.
- Renovating driveway and parking surfaces and perimeter curbs.
- Increasing the number of parking spaces to meet ordinance requirements.
- Improving site conditions to offer better accessibility for CCU staff and visitors.

**Building:      Proposed Building modifications include:**

- Renovating and restoring the existing building shell in its current position on the site. The intent is to work within the limits of the existing building shell perimeter.
- Enhancing and improving the existing building façade's to reflect a more modern and relevant appearance that appropriately represents CCU's business moving forward.

**General Information:**

**Consumers Credit Union hours of operation**

**Lobby Hours:**

- Monday – Thursday:      9am – 5pm
- Friday:                      9am – 6pm
- Saturday:                    9am – 1pm

ATM Services will be available 24/7

**ATM with Video Teller Assistance Drive-Up**

- Monday – Friday:        8am – 6pm
- Saturday:                    8am – 2pm

**Number of employees working from this facility:**

- Typical number of staff at this location = 4

**Existing Conditions:**

**Zoning:**

**B - 3, General Business District**

- **Section 5 – Use Districts**, identifies 2450 W. Algonquin Road as being in the B – 3, General Business District.

### **Existing Orientation:**

- The proposed location for CCU, at 2450 W. Algonquin Road, is on an existing previously developed site, within an existing structure, and positioned at the Northeast intersection of W. Algonquin Road and Randall Road.
- W. Algonquin Road and Randall Roads are identified as Arterial Roadways per the definitions explained in **Section 1, General Provisions in the Subdivision Control Ordinance**.
- Access off of Randall Road on to Acorn Ct. Acorn Ct. extends to the East and North as a Minor Street and transitions into an access drive as vehicles turn South. Then, the access drive extends South to the Northeast corner of the site where the site entrance is.
- The site is bordered by B-3 General Business uses in Lake In The Hills to the East, North, and across Randall Road to the West. Adjacent B-3 uses surrounding the site include:
  - “At Home” Store and associated U-Haul vehicle storage lot, to the East
  - “Tommy’s Red Hots” catering, dining, and drive-thru, to the North
  - A “Walgreens,” and a large retail center to the West, across Randall Road

And, in the Village of Algonquin across W. Algonquin Road to the South

- A Mobil Gas Station with a 7-Eleven on the Southwest corner
- A Jewel-Osco store on the Southeast corner.

### **Existing improvements:**

- The current site is 25,460 square feet, (.58 acres)
- The existing building on the site is a 4,570 square feet single story masonry structure
- There is an existing 1,730 sq ft, three lane, Drive-through canopy with a bi-pass lane on the North side of the building
- The existing site has 10 parking spaces
- The existing vehicular ingress / egress point for the site connects to an access drive to the East.

### **Existing Vehicular and Pedestrian Circulation:**

#### Vehicular Site Access:

- Current site access from westbound W. Algonquin Road is on to an existing access drive, and from that access drive, directly in to the site entrance at the Northeast corner of the site.

And,

- Current site access from northbound Randall Road is on to an existing minor street (Acorn Ct.), and from that minor street on to an access drive as vehicles traverse South on the access drive to the site access point at the Northeast corner of the project site.
- There is one in / out vehicular access point on to, and exiting from, the site.

#### On-Site Circulation:

- Current on-site vehicular circulation flows counter clockwise.

#### Pedestrian:

- Currently there is limited pedestrian and bicycle access to this site.

### **Previous Tenant:**

The existing 4,570 sq ft building with a 1,730 sq ft drive-through canopy was constructed in 2004 and originally occupied by Bank of America. The structure is currently unoccupied, and has been since 2014.

### **Proposed Project: Site and Building**

#### **Zoning District: B-3 General Business District**

- The proposed project would take the existing 4,570 sq ft building and renovate it to become a new Consumers Credit Union branch. The existing North facing 1,730 sq ft drive-through canopy would be removed in its entirety and a new 545 sq ft drive-through canopy would be constructed as a closely positioned accessory structure oriented to the East. Drive-through access would continue to run counter clockwise with the site, but other vehicular circulation and parking would be clockwise with the site.
- **Zoning Ordinance Sections 8 and 11** identify the CCU operating use as acceptable under the category of Office/Service – Business/Professional.
- **Zoning Ordinance Section 11, Permitted and Conditional Use Chart** identifies the CCU drive-through function as a **Conditional Use** that will require additional consideration and approval.

### **Section 8.2-4 B-3, General Business District**

**Purpose:** “The B-3 District is established to provide for a more intense amount of business than found in the B-2 District. This district will provide a large variety of facilities, stores and services.”

#### **Section 8.4 Business Districts Bulk Chart: For B-3, General Business District**

##### **Lot Area, Parcel Area & Frontage:**

(a) Minimum Area: 10,000 Square Feet – Based upon the most recent property survey, the project site area is 25,460 square feet, **(Conforms)**

(b) Minimum Width of Frontage: 50 feet – Project site has 169.21’ along the South property line parallel to W. Algonquin Road and 152.75’ along the West property line parallel to Randall Road, **(Conforms)**

##### **Yard Requirements for Building:**

(c) Minimum Front Yard: 20 Feet – Per granted Ordinance 2018-16

- South – 21’ – 9” **(Conforms)** - On February 22, 2018, the President and Board of Trustees passed Ordinance 2018-16, granting variations regarding building setback requirements to reduce the front yard requirement from 30 feet to 20 feet along Algonquin Road. This variation runs with the land.
- West – 57’ – 3” 30’ per code. **(Conforms)**

- (d) Minimum Rear Yard: 25 Feet
- North – 54' – 8-1/2" **(Conforms)**

- (e) Minimum Side Yard: 15 Feet
- East – 47' – 2-1/2" **(Conforms)**

- (f) Drive-through Structure:
- North – 45' – 5" **(Conforms)**
  - East – 15' – 0" **(Conforms)**

**Bulk Limits:**

- (g) Height Limit for Principal Use: 35 feet or 2 stories
- Primary Structure – Top of parapet is 19' – 0" **(Conforms)**
- (h) Height Limit for Accessory Use: 20 feet or 1 story
- Drive-up Canopy - Top of Drive-up Canopy is 13' – 0" **(Conforms)**

**Section 13: Accessory Structures**

**Section 13, Accessory structures** identifies “Fences and Walls” as Accessory Structures that are allowed in, side or rear, yards. CCU is proposing to construct a Trash and recycling structure adjacent to the primary structure at the North elevation.

**Section 16: Signs**

**Section 16: Signs** indicates that wall and ground signs are allowed in the B-3 General Business District. This petition is requesting that wall mounted signs be considered.

**Section 16.7** indicates that wall and ground mounted signs are allowed in the B-3, General Business District

**Section 16.7-2** indicates that, for “Non-Residential, Single Tenant Buildings”, in zoning districts B-2, B-3, B-4, B-5, one wall sign is allowed per building elevation. Signs are not to exceed 2 square foot for each lineal foot of building frontage, with a maximum sign size of 100 sq ft., Signs shall not exceed the height of the main wall of the building.

**Proposed signage – Wall Signs**

**Section 16.2-4: Sign Area**

- North Elevation = 67'-6" long
  - This allows for a sign that is up to 135 sq ft, implies 100 sq ft max
  - The proposed wall sign = 62.54 sq ft, mounted below the building parapet **(Conforms)**
  -
- West Elevation = 76'-8" long
  - This allows for a sign that is up to 153 sq ft, implies 100 sq ft max
  - The proposed wall sign = 62.54 sq ft, mounted below the building parapet

**(Conforms)**

- South Elevation = 62'-6" long
  - This allows for a sign that is a maximum of 125 sq ft, implies 100 sq ft max
  - The proposed wall sign = 62.54 sq ft, mounted below the building parapet  
**(Conforms)**
  
- East Elevation = 73'-8" feet long
  - This allows for a sign that is a maximum of 147 sq ft, implies 100 sq ft max
  - The proposed wall sign = 62.54 sq ft, mounted below the building parapet  
**(Conforms)**

**Section 16.2-7: Illumination**

- All wall mounted signs will be internally illuminated with white (non colored) lamps and will not exceed the lighting intensity limit of 70 foot-candles measured with a standard light meter perpendicular to the face of the sign, at a distance equal to the lesser dimension of the sign, whether that is the measurement of the height or the width.

**Section 18: Off-Street Parking and Loading:**

**18.2-3 – Existing Parking and Loading Spaces:**

- Accessory off-street parking and loading spaces in existence as of the effective date of this Zoning Code shall not be reduced to a number less than required by this **Section 18** for equivalent new construction. The existing site currently has 10 parking spaces.
  
- **Section 18.8-4, Loading Space:** The existing structure, including the accessory drive-through canopy, are less than 40,000 sf. therefore no off-street loading spaces are required.

**18.2-6 - Required Parking:**

- For this project, the most restrictive use implies 1 space for each 250 sf. of gross floor area of building less space used for Utilities (140 sf.), Suppression System Equipment Closet (10 sf.), Janitors Closet (15 sf.), Roof Access Closet (35 sf.) and Toilet Rooms (140 sf.) . The building is 4,570 sf. less 340 sf. = 4,230 sf. which requires 16.92 spaces. The petitioner intends to provide 18 parking spaces. **(Conforms)**

**18.4-3b – Light Intensity**

- Light intensity at a property line abutting a non-residential property right-of-way shall not exceed 0.5 foot candle. It is the intent of this petition to provide all sight lighting from fixtures mounted to the walls of the primary structures and not exceed the required light levels at the property lines

**Section 18 -Parking Setbacks:**

**Section 18.6-2 “Yards adjoining streets:** With the exception of single family and two family dwellings, off-street parking spaces and access drives shall not be located within a required front yard, except that an access drive generally perpendicular to such right of way may traverse such yard.”

**Zoning Code Section 18.6-2** - Due to existing conditions on this site. The petition does intend to renovate the existing parking and drive isle surface conditions.

**Note:**

On February 22, 2018, the President and Board of Trustees passed Ordinance 2018-16, granting variations regarding building setback, elimination of some landscaping requirements, further reductions to perimeter landscaping setbacks, and further reductions to the parking setbacks. The variations were granted to the subject property and run with the land.

**Front – Algonquin Road**

**Section 18.6-2** – Was modified to reduce the parking setback from 30 feet to 2 foot along Algonquin Road.

- The CCU petition is requesting that the setback be reduced to 0 feet to allow the existing drive to remain as currently constructed. (**Variation Required**)

**Front Yard (Side) – Randall Road**

**Section 18.6-2** – Was modified to reduce the parking setback from 30 feet to 4 foot along Randall Road.

- The CCU petition is requesting that the setback be reduced to 0 feet to allow for 4 parking spaces to be established and so the site parking can comply with the Village requirement of 16.92 spaces. (**Variation required**)

**Rear Yard (North) & Side Yard (East)**

- No parking setbacks required

**Drive-Thru**

**Ordinance 2004-06** – Granted a “Conditional Use Permit” for a “Drive-Thru” Associated with a “Bank” for the Northeast corner of Randall Road and Algonquin Road. CCU is also requesting a Conditional Use approval for their use associated with a “Credit Union”. (**Conditional Use Approval Required**)

**Section 18.9, Drive-Through Stacking – (18.3 “Minimum Off-Street parking Requirements”)** - Was modified by **Ordinance 2004-07** to reduce the number of required stacking spaces for a drive-thru bank from (5) to 4.

- This use requires 4 stacking spaces, beyond the point of service, per each drive-through service lane. (**Conforms**)

**Landscaping: Section 26**

**South Property Line:**

**In Ordinance 2018-16 – Section 3, regarding zoning ordinance Section 26, Table 26.5** – Landscape requirements were changed to reduce the landscape setback from 30 feet to 2 foot and waive the specific landscape requirements along Algonquin Road.

- The CCU petition is requesting that the landscape setback be reduced to 0 feet to allow the existing drive to remain as currently constructed. (**Variation Required**)

- The petitioner is aware that even though the landscape setback has been previously reduced to 2' by ordinance 2018-16, and now relief is being requested to reduce it to 0', the standards in Section 26.4-6 and table 26.5 for a business along a arterial road, every 100 lineal feet requires a 3 to 5' berm, 3 overstory trees, 1 understory tree, 2 evergreen trees, 9 large shrubs, and 6 medium shrubs, of which 33% or more must be evergreen may still apply. **A variation is being requested** for relief from this requirement due to insufficient space being available for this landscaping requirement.

**West Property Line:**

**In Ordinance 2018-16 – Section 3, regarding ordinance Section 26, Table 26.5** – Landscape requirements were changed to reduce the landscape setback from 30 feet to 4 feet and eliminate the requirement for a berm and over-story trees along Randall Road.

- The CCU petition is requesting that the landscape setback be reduced to 0 feet to allow for 4 parking spaces to be established so the site parking can comply with the Village requirement of 16.92 spaces. (**Variation required**)
- The petitioner is aware that even though the landscape setback has been previously reduced to 2' by ordinance 2018-16, and now relief is being requested to reduce it to 0', the standards in Section 26.4-6 and table 26.5 for a business along a arterial road, every 100 lineal feet requires 1 understory tree, 2 evergreen trees, 9 large shrubs, and 6 medium shrubs, of which 33% or more must be evergreen may still apply. **A variation is being requested** for relief from this requirement due to insufficient space being available for this landscaping requirement.

**North and East Property Lines:**

**In Ordinance 2004-07 – Section 4, regarding Section 26.3 “Perimeter Landscaping”** A variation was granted along the North and East property lines to reduce the landscape setback from 10 feet to 0 feet. (**Conforms**)

**North – (Rear yard)** – This petition is working with zero landscaping along the North property line due to the existing conditions on this site, and due to the rear yard landscape setback being reduced to 0 feet by ordinance 2004-07. Any disturbance of the adjacent site as a result of new construction will be restored to current conditions.

The petitioner has been notified that even though the landscape setback has been reduced to 0', the standards in Section 26.4-6 and table 26.6 indicate that, involving a rear yard, the requirements for every 100 lineal feet for 2 overstory trees, 1 understory or evergreen tree, 9 large shrubs and 3 medium shrubs still apply. **A variation is being requested** for relief from these requirements due to insufficient space being available for this landscaping.

**East – (Side yard)** – This petition is working with zero landscaping along the East property line due to the existing conditions on this site and due to the side yard landscape setback being reduced to 0 feet by ordinance 2004-07. Site restoration work will take place to restore the adjacent property owners land due to disturbances by demolition and new construction.

The petitioner has been notified that even though the landscape setback has been reduced to 0', the standards in Section 26.4-6 and table 26.6 indicate that, involving a side yard, the requirements for every 100 lineal feet for 2 overstory trees, 1 understory or evergreen tree, 9 large shrubs and 6 medium shrubs still apply. **A variation is being requested** for relief from these requirements due to insufficient space being available for this landscaping.

## **Summary**

The goal for this design and construction effort is to establish a functional and safe facility for Consumers Credit Union to grow their business, serve their members, and be a positive influence throughout the Lake In The Hills community. The re-purposing of this structure and site is excellent for this use and a positive approach to sustainability. Consumers Credit Union looks forward to joining the Lake In The Hills business community.



# MEMORANDUM

**Date:** March 7, 2023

**To:** Consumers Credit Union

**From:** Husch Blackwell LLP

---

**Re:** 2450 W. Algonquin Road, Lake in the Hills, Illinois 60156 – Special Warranty Deed

---

This Memorandum summarizes the Special Warranty Deed (or “Deed”) recorded against 2450 W. Algonquin Road, Lake In The Hills, Illinois 60615 (“Property”). The Special Warranty Deed was recorded against the Property during the conveyance from BP Products North America, Inc. (“BP” or “Grantor”) to Chicago Title Land Trust Company on October 15, 2003. The Special Warranty Deed runs with the land during subsequent transactions and contains several restrictive covenants that remain in effect indefinitely unless waived in writing by the Grantor.

The restrictive covenants pertain to the Property’s historical use as a filling station and now removed underground storage tanks (“USTs”). The USTs were issued No Further Remediation (“NFR”) letters from the Illinois Environmental Protection Agency for those incidents in 1998 and 2008, respectively, but a low level of petroleum contamination may still exist. Upon purchase, Consumers Credit Union (“CCU”) would become a “Grantee” in place of Chicago Title Land Trust Company and must follow all of the stated obligations and restrictions in the Deed. This Memorandum provides a summary of each restrictive covenant in the Deed and provides a description of the resulting implications on CCU’s intended future use of the Property and required coordination with BP.

Overall, CCU is confident that their intended future development abides by the restrictive covenants in the Special Warranty Deed. With minor accommodations from the Village of Lake in The Hills (the “Village”) regarding the preservation and restoration of impervious surfaces opposed to certain landscaping requirements, CCU believes the proposed development will substantially upgrade the Property and surrounding area.

## **I. Soil and Excavation Requirement**

Under the Deed, no soils shall be excavated at or removed from the Property, unless the soil is excavated and/or removed and taken to a disposal facility approved in writing in advance by BP. Any Soil management, excavation and removal at or from the Property must be governed by a written Soil Management Plan (or “Plan”) in form and substance acceptable to BP. BP is not obligated to pay any cost related to the excavation and/or development of the Property. Grantee

# HUSCH BLACKWELL

Parties shall be solely responsible for any and all soil excavation, hauling, transportation, and disposal costs pursuant to the Soil Management Plan.

Implications on Design and Construction: To comply with this restrictive covenant, CCU has engaged Terracon Consultants Inc. (“Terracon”) to prepare the Soil Management Plan. Once prepared, CCU will seek BP’s approval of the Plan through its counsel. CCU will provide a copy of the Plan to the construction contractor to facilitate the construction contractor’s compliance with the Soil Management Plan during construction and that the excavated soil is taken to a disposal facility licensed for petroleum-contaminated soils.

## **II. Basement/Excavation Restriction**

Under the deed, no basements or other underground improvements, except for building footings and underground utilities, will be constructed on the Property.

Implication on Design and Construction: CCU’s proposed use will not require a basement or other underground improvements. The only required excavation will be the footings associated with the canopy relocation and curb restoration. CCU anticipates a total of 395 cubic yards of soil excavation.

## **III. Relocation of Monitoring Wells and Remediation Equipment**

Under the Deed, in the event that monitoring wells or other remediation equipment (collectively the “Remediation Equipment”) owned by Grantor or its contractors or consultants are: (i) present at the Property, (ii) subsequently required to be present on the Property by any local, state, or federal agency having jurisdiction over the Property, or (iii) otherwise installed at the Property by Grantor or its contractors or consultants, no Grantee Party will interfere with the use or operation of the Remediation Equipment, or damage or destroy (or permit the damage or destruction of) any Remediation Equipment. No Grantee Party shall remove or relocate any Remediation Equipment without the prior written consent of Grantor. The Grantee bears all costs associated with damage to or destruction of Remediation Equipment.

Implication on Design and Construction: CCU has verified that all monitoring wells once present on the Property were properly closed, sealed, and removed with notice provided to the McHenry County Department of Health. CCU has no knowledge of any Remediation Equipment currently at the Property and does not anticipate needing to adjust design or construction plans to accommodate either legacy monitoring wells or Remediation Equipment.

## **IV. Condition 4: Engineered Barrier Preservation**

Under the Deed, all portions of the Property, must at all times be covered with an engineered barrier consisting of a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the Property. Concrete or asphalt surface on the Property must be maintained and kept in good repair in compliance with all laws, rules, restrictions, ordinances and court orders.

Implication on Design and Construction: According to architectural models, 23,790 square feet (or 93.4%) of the Property is covered by an impervious surface that serves as part of the engineered barrier. To abide by the restrictive covenant, CCU must implement a design that preserves the totality of the existing engineered barrier. This means that by law, CCU cannot remove or alter the existing impermeable surfaces without replacing or restoring that areas. Accordingly, CCU cannot incorporate certain landscaping design elements required by the Village. Therefore, it is both (i) best practice for environmental contamination exposure avoidance and (ii) required under the Special Warranty Deed for CCU to preserve the engineered barriers that exist in the form of curbs, parking lots, buildings, and other concrete, asphalt, and other impermeable surfaces. To abide by the restrictive covenant, CCU cannot incorporate landscaping that replaces existing impermeable surfaces or exposes any existing soils.

## **V. Construction Worker's Caution Statement**

Under the Deed, the Grantee and the other Grantee Parties shall cause all construction workers performing or assisting with such activities to be notified of possible petroleum hydrocarbon encounters and appropriately trained and certified in accordance with all environmental, health and safety laws, rules, regulations and ordinances, including, without limitation, any and all Occupational Safety and Health Administration (OSHA) Hazardous Waste Operations and Emergency Response (HAZWOPER) requirements (including, without limitation, those set forth in 29 CFR 1910.120). Such training shall at a minimum, include both an initial 40 hour and future 8-hour refresher training and certifications in compliance with OSHA HAZWOPER requirements and any similar applicable requirements.

Implications on Design and Construction: CCU will notify the construction contractor of the possible petroleum hydrocarbon and the requirements that all workers are appropriately trained and certified.

## **VI. Dealings with Governmental Authorities and Third Parties**

Under the Deed, in the event that Grantee or any other Grantee Party receives any notices or correspondence from any local, state or federal governmental authorities or any third party relating to the environmental condition of the Property, Grantee or such Grantee Party (as applicable) shall immediately forward a copy of same to Grantor. Grantor shall have the right (but not the obligation) to participate with Grantee and the other Grantee Parties in negotiations with and submissions of reports and information, including permits, to any local, state and federal governmental authorities (including, without limitation, the Illinois Environmental Protection Agency). Except to the extent required under applicable law or by court order of a court of competent jurisdiction, neither Grantee nor any other Grantee Party shall submit reports or information regarding any environmental conditions present at (or migrating from) the Property which were caused by Grantor or during Grantor's ownership, use or operation of the Property, without the prior written consent of Grantor.

Implication on Development and Construction: CCU is not aware of any notices or correspondence from local, state, or federal governmental authorities related to the environmental condition of the Property. CCU is preparing a Phase I Environmental Site Assessment as standard due diligence associated with a property purchase.



**McHenry County Purchasing**  
2200 N Seminary Avenue, Woodstock, IL 60098

February 27, 2024


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

RE: 2450 W. Algonquin, Lake in the Hills, IL 60156; PIN 19-29-151-034 (the "Property")

To Whom It May Concern:

McHenry County, the owner of the Property, herein confirms that Consumers Credit Union, an Illinois state-chartered credit union, as the Contract Purchaser of the Property, and its representatives including Hezner Architects, are authorized to file and process applications for development approvals (including, without limitation, special use permits, zoning variances, and site plan approvals) with respect to the Property.

McHenry County

By: 

Name: Adam M. Letendre

Title: Director of Procurement & Special Services



## PLANNING & ZONING APPLICATION

### Property Information

Common street address: 2450 W. Algonquin Road ,Lake In The Hills, IL 60156

PIN (Property Index Number): 19-29-151-034

Current Zoning: B3, General Business District Proposed Zoning: B3, General Business District (No Change)

Current Use: Vacant, Previously a bank Proposed Use: Credit Union

Is the request consistent with the Comprehensive Plan? Yes

Number of Acres: 0.58 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): See Attached

### Property Owner Information

Name(s): McHenry County - Adam M Letendre, Director of Procurement and Special Services

Business/Firm Name (if applicable): McHenry County

Address: 2200 N. Seminary Ave.

City/State/Zip: Woodstock, IL 60098

Phone Number: 815-334-4818

Email: purchasing@mchenrycountyil.gov

### Applicant Information

Name(s): Scott Hezner - The Hezner Corporation as Agent for Consumers Credit Union

Business/Firm Name (if applicable): The Hezner Corporation

Address: 678 Broadway Street, Suite 100

City/State/Zip: Libertyville, IL 60048

Phone Number: 847-918-3800

Email: scotth@hezner.biz

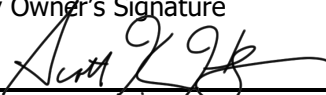
**PLANNING & ZONING APPLICATION**

**Page Two**

1	2	3	4	5	6
Request	Select Request with "X"	Required Fee ac = acre	For Requirements See Appendix	Public Hearing Required See Appendix A2	Total Fee (enter amount per column 3)
Annexation		\$1,000/ac payable upon annexation	D	Yes	
Sketch Plan		\$0	E	No	
Tentative Plan		\$500 + \$10/ac	F	No	
Final Plat		\$500 + \$10/ac	G	No	
Plat of Vacation and/or Resubdivision Plat		\$500 + \$10/ac	H	No	
Conditional Use	X	\$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	X	0-2 ac = \$250 Over 2 ac = \$500	L	Yes	\$250
Development Plan Review		\$500 + \$10/ac	M	No	
<b>Total Fees – add column 6 (Separate Check)</b>					\$750
<b>Additional Fees</b>					
Stormwater Permit Application Fee to be paid at time of permit issuance ( <b>Separate Check</b> ) Minor = \$250 Intermediate or Major = \$1,000					
Reimbursement of Fees Required <b>Appendix B</b> = \$2,000 + \$100/acre for every acre over 5 acres ( <b>Separate Check</b> )					\$2,000

*If the Village provides a sign to publicize a public hearing related to this application, the applicant accepts responsibility to ensure the sign is returned within one week after completion of the hearing. The applicant further agrees that if the sign is not returned, they will compensate the Village \$75.00 to allow for a replacement of the lost sign and agrees the Village may withhold approval of their application until payment is received.*

Property Owner's Signature \_\_\_\_\_ Date \_\_\_\_\_ *If Owner/Applicant is a School District please, fill out and submit Appendix N*

 \_\_\_\_\_ 03/08/2024

Applicant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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

# Conditional Use Request

Regarding

## Consumers Credit Union

2450 W. Algonquin Road, Lake In The Hills, IL 60156

March 8, 2024

### **Conditional Use :**

The petition being pursued involves Consumers Credit Union's proposal to renovate and occupy the existing site and building located at 2450 W. Algonquin Road, Lake In The Hills, IL 60156. The previous business on this site was a Bank of America branch constructed in 2004. The structure and site are currently unoccupied and have been since 2014. As part of this project, the petitioner is intending to remove the existing 1,730 sq ft drive-through teller improvements that were developed by the previous business and construct a new 545 sq ft drive-through accommodation for their members. Consumers Credit Union locations have drive-through ITM (Interactive Teller Machine) equipment accessible to their members that function as traditional ATM's but with a video feed to tellers that can assist them with their transactions. There are no direct pneumatic tube connections from the building to the points of transaction, only power and low voltage provisioning for the equipment and security. These ITM's can function as traditional ATM's so they will be accessible to their members 24 hours each day and 7 days each week. CCU is requesting Conditional Use approval because the ITM's are a drive-through function that requires Conditional Use approval.

**The Conditional Use being pursued to allow this petition to move forward includes:**

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

**Question:**

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?"*

**Response:**

Drive-through transaction services have become integral with modern financial services offered by financial institutions, and are considered critical in how people manage their personal and business finances on a daily basis. CCU members rely upon drive-through conveniences and depend upon their availability. By allowing these services to become available it will contribute to the ability for people to engage in personal and business transactions with neighborhood, community, and regional businesses that they need and depend on.

## Appendix I Conditional Use

### Question:

2. *“That the proposed use, under the circumstance 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.”*

### Response:

Granting the Conditional use will allow an existing unoccupied building and site to become active again. This activity along with the refreshed aesthetics will offer something new to the immediate region and will likely bring new clientele to the surrounding businesses. New projects bring new energy and the proposed project will offer a reasonable and well suited use moving forward. The public and surrounding business properties will benefit from this business as Credit Unions offer something different. The improvements needed to establish a fully functional Credit Union will not be detrimental to surrounding businesses or properties in any way. Financial institutions are integral components within communities that provide services that assist people with their daily needs. CCU feels they will be a custom fit for this site, Lake In the Hills community, and surrounding region.

### Question:

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.”*

### Response:

Properties surrounding the proposed site have been previously developed and exist with businesses that have been in place and active for many years. The orderly development of this region has occurred and the development of CCU branch location on the proposed site will not, in any way, adversely affect what has already occurred. The use would change from the previous use which was a Bank, to a new use being a Credit Union, but this would not change the basic nature of how the property essentially functioned previously, and therefore would not change the character of the locality. This site would be re-energized, and the renovated architecture, materials, and signage would refresh the character of the site and offer a new and modern face for the Northeast corner of W. Algonquin Road and Randall Road.

### Question:

4. *“The extent to which the conditional use is harmonious and compatible with the goals and objectives of the Village’s comprehensive planning documents.”*

### Response:

- We could find nothing in **“Chapter V, Future Land Use”** or any other sections in the Village’s comprehensive plan that indicate that the proposed use would not be compatible or harmonious within the B-3 General Business district, and this is supported by **Zoning Ordinance Sections 8 and 11** that identify the CCU operating use as acceptable under the category of Office/Service – Business/Professional. Financial Institutions are integral components of every community, and Credit Unions bring a very unique and personal approach to their members that will serve the Lake In The Hills community very well. CCU looks forward to a seamless transition into the Village with beneficial energy and good will.



Appendix I  
Conditional Use

**Question:**

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 and vehicular access and circulation.”*

**Response:**

Modern Financial Branch locations have provided drive-through services for many years, and Villages and Cities have established requirements in their zoning ordinances to accommodate the potential stacking that these drive-through service locations may experience in their specific jurisdictions. Site planning for this CCU branch location has accommodated the mandated 5 car, 9 feet wide by 20 feet long stacking requirements identified in **Section 18.4-5 Stacking Design** for a three lane drive-through facility, and does not anticipate daily operations at this branch location exceeding that capacity. Exiting the drive-through has been planned to offer safer site-lines and interface with internal vehicular site circulation. Drive-through traffic exiting the drive-through will now be required to stop, look for traffic exiting the site that approaches from their left, and traffic entering the site from their right, and adjust their movements accordingly. By being required to stop and acknowledge oncoming vehicles approaching the exit from their left this will make this exiting condition for all vehicles safer, even during busy times. In addition, this petition is proposing to re-position the entrance to the proposed site at the far Northeast corner of the site which is further away from the transition point on to West bound W. Algonquin Road. This will offer additional stacking potential for the access road that serves the retail development as a whole. CCU feels the minor site modifications made by this petition will serve their drive-through operations well and will be a positive move forward.

**Question:**

6. *“The extent that the conditional use can be adequately served by essential public facilities and services, and by private utilities.”*

**Response:**

Current utilities and public services to the existing building will not be modified in any significant way. All existing infrastructure is adequate for the proposed CCU project.

**Question:**

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.”*

**Response:**

The proposed project will comply with the regulations and conditions specified in the Lake In The Hills Zoning Code for the B-3 General Business District, all associated Sections associated with this designation, and with stipulations, conditions, and variations made a part of the authorization granted by the Board of Trustees.

**Question:**

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

**Response:** Understood.

## Variation Request

Regarding

### Consumers Credit Union

2450 W. Algonquin Road, Lake In The Hills, IL 60156

March 8, 2024

#### **Variations:**

The petition being pursued involves Consumers Credit Union renovating and occupying the existing site and structure located at 2450 W. Algonquin Road, Lake In The Hills, IL 60156. The previous business on this site was Bank of America, and the structure and site are currently unoccupied and have been since 2014. Due to modifications made to redefine and expand the dimensions of both, W. Algonquin Road and Randall Road, the Lake In The Hills Municipal Code, Zoning Ordinance, and Subdivision Control Ordinance identify that the site and building exist in a non-conforming condition for the B-3 General Business Zoning District.

**The variations being pursued include:**

#### **Section 18 -Parking Setbacks:**

**Section 18.6-2 “Yards adjoining streets:** With the exception of single family and two family dwellings, off-street parking spaces and access drives shall not be located within a required front yard, except that an access drive generally perpendicular to such right of way may traverse such yard.”

On February 22, 2018, the President and Board of Trustees passed Ordinance 2018-16, granting variations regarding building setback, elimination of some landscaping requirements, further reductions to perimeter landscaping setbacks, and further reductions to the parking setbacks. The variations were granted to the subject property and run with the land.

#### **Front – Algonquin Road**

**Section 18.6-2** – Was modified to reduce the parking setback from 30 feet to 2 foot along Algonquin Road.

- The CCU petition is requesting that the setback be reduced to 0 feet to allow the existing drive to remain as currently constructed. **(Variation Required)**

#### **Front Yard (Side) – Randall Road**

**Section 18.6-2** – Was modified to reduce the parking setback from 30 feet to 4 foot along Randall Road.

- The CCU petition is requesting that the setback be reduced to 0 feet to allow for 4 parking spaces to be established and so the site parking can comply with the Village requirement of 16.92 spaces. **(Variation required)**

## **Landscaping: Section 26**

### **South Property Line:**

**In Ordinance 2018-16 – Section 3, regarding zoning ordinance Section 26, Table 26.5** – Landscape requirements were changed to reduce the landscape setback from 30 feet to 2 foot and waive the specific landscape requirements along Algonquin Road.

- The CCU petition is requesting that the landscape setback be reduced to 0 feet to allow the existing drive to remain as currently constructed. **(Variation Required)**
- The petitioner is aware that even though the landscape setback has been previously reduced to 2' by ordinance 2018-16, and now relief is being requested to reduce it to 0', the standards in Section 26.4-6 and table 26.5 for a business along a arterial road, every 100 lineal feet requires a 3 to 5' berm, 3 overstory trees, 1 understory tree, 2 evergreen trees, 9 large shrubs, and 6 medium shrubs, of which 33% or more must be evergreen may still apply. **A variation is being requested** for relief from this requirement due to insufficient space being available for this landscaping requirement.

### **West Property Line:**

**In Ordinance 2018-16 – Section 3, regarding ordinance Section 26, Table 26.5** – Landscape requirements were changed to reduce the landscape setback from 30 feet to 4 feet and eliminate the requirement for a berm and over-story trees along Randall Road.

- The CCU petition is requesting that the landscape setback be reduced to 0 feet to allow for 4 parking spaces to be established so the site parking can comply with the Village requirement of 16.92 spaces. **(Variation required)**
- The petitioner is aware that even though the landscape setback has been previously reduced to 2' by ordinance 2018-16, and now relief is being requested to reduce it to 0', the standards in Section 26.4-6 and table 26.5 for a business along a arterial road, every 100 lineal feet requires 1 understory tree, 2 evergreen trees, 9 large shrubs, and 6 medium shrubs, of which 33% or more must be evergreen may still apply. **A variation is being requested** for relief from this requirement due to insufficient space being available for this landscaping requirement.

## Appendix L

### Variation –

2450 W. Algonquin Rd, Lake In The Hills, IL 60156 : PIN 19-29-151-034

#### **North and East Property Lines:**

**In Ordinance 2004-07 – Section 4, regarding Section 26.3 “Perimeter Landscaping”** A variation was granted along the North and East property lines to reduce the landscape setback from 10 feet to 0 feet. **(Conforms)**

**North – (Rear yard)** – This petition is working with zero landscaping along the North property line due to the existing conditions on this site, and due to the rear yard landscape setback being reduced to 0 feet by ordinance 2004-07. Any disturbance of the adjacent site as a result of new construction will be restored to current conditions.

The petitioner has been notified that even though the landscape setback has been reduced to 0', the standards in Section 26.4-6 and table 26.6 indicate that, involving a rear yard, the requirements for every 100 lineal feet for 2 overstory trees, 1 understory or evergreen tree, 9 large shrubs and 3 medium shrubs still apply. **A variation is being requested** for relief from these requirements due to insufficient space being available for this landscaping.

**East – (Side yard)** – This petition is working with zero landscaping along the East property line due to the existing conditions on this site and due to the side yard landscape setback being reduced to 0 feet by ordinance 2004-07. Site restoration work will take place to restore the adjacent property owners land due to disturbances by demolition and new construction.

The petitioner has been notified that even though the landscape setback has been reduced to 0', the standards in Section 26.4-6 and table 26.6 indicate that, involving a side yard, the requirements for every 100 lineal feet for 2 overstory trees, 1 understory or evergreen tree, 9 large shrubs and 6 medium shrubs still apply. **A variation is being requested** for relief from these requirements due to insufficient space being available for this landscaping.

#### **Hardship due to existing conditions:**

This petition has been advised by the Consumers Credit Union Legal and environmental team that the site is still considered environmentally compromised. The use, prior to the previous Bank use was a gas station. The legal team has represented that, per the current deed restriction, no existing pavement should be removed, but if it is it must be removed and replaced with similar material. The specific terminology being used is with an “Engineered Barrier” (see excerpt below). Lawyers representing CCU have indicated that:

“All portions of the Property, which are, from time to time or at any time, used for or any purpose similar to any of the foregoing, shall at all times be covered with an engineered barrier consisting of a concrete or asphalt surface, or such other impermeable surface which is approved by applicable state or federal regulations, and which is sufficient to inhibit the inhalation or ingestion of contaminated media and to impede contaminant migration to any groundwater at or adjacent to the property. Said concrete or asphalt surface on the Property shall be maintained and kept in good repair by Grantee and the other Grantee Parties (at their sole cost and expense) in compliance with all laws, rules, restrictions, ordinances and court orders.”

This requirement has resulted in the proposed site planning and project approach, and thus is resulting in the previously described variation requests. Reference the lawyers letter attached to the petition submittal.

**“Standards and Findings of Facts for a variance per Section 23.7 of the Zoning Ordinance”**

**Question:**

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

**Response:**

It is not possible to meet all ordinance directed setback and yard requirements for this site and comply with the required engineered barrier mandates. At this time it has been determined that without the requested variations the site will have to remain as it currently is and vacant. Revising the ordinance required setbacks for parking and landscaping will allow the project to move forward with modifications that will not only make it productive, but safer moving forward.

**Question:**

2. *“The plight of the owner is due to unique circumstances.”*

**Response:**

The circumstances associated with this property are unique, as the petitioner, who is seeking relief, cannot purchase this property and move forward with site and building improvements without relief. The property exists in a non-conforming state and cannot be developed for the petitioners use even if the existing structure was razed. CCU wants to renovate the existing structure and site to not only allow their business to function properly in this location, but also to make the site safer to navigate. Renovating this site and building will make a stagnant property productive again and offer a sustainable approach to doing so.

**Question:**

3. *“The variation, if granted, will not alter the essential character of the locality.”*

**Response:**

The use would change from the previous use, which was a Bank, to a new use being a Credit Union, but this would not change how the property essentially functioned and therefore would not change the character of the locality. This site would be re-energized, and the renovated architecture, materials, and signage would refresh the character of the site and offer a new and modern face for the Northeast corner of W. Algonquin Road and Randall Road.

Appendix L

Variation –

2450 W. Algonquin Rd, Lake In The Hills, IL 60156 : PIN 19-29-151-034

**Question:**

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

**Response:**

The shape or topographical conditions do not bring forward a particular hardship except along the West right-of-way where a relatively steep slope exists, but the physical surroundings are part of how this property is in the condition it is. As described previously, this site has been modified significantly over the years due to the road projects that occurred at W. Algonquin Road and Randall Road. Ordinances 2004-06, 2004-07, and 2018-16 have significantly addressed the needs that future development face when developing this property for a new use. The surprising element has been the ongoing environmental condition of the site as it moves forward, which has resulted in the existence of non-conforming parking, driveways, and landscaping due to the extent of the existing engineered barrier. The extent of the current engineered barrier was established for a reason and now is being identified as necessary to maintain the health and safety of the site. Complying with current zoning requirements would indicate that existing portions of the engineered barrier would have to be removed. Current legal and environmental advice is dictating that that not occur. Not allowing the restrictions to be modified will result in a project that can not conform, and therefore without relief the utilization of this existing site and building cannot be realized.

**Question:**

5. *“That the conditions upon which the petition for variation is based would not be applicable generally to other property within the same zoning classification”*

**Response:**

The conditions upon which this petition for variation is based could be applicable for properties in the same B-3 General Business Zoning District that were developed years ago along Randall Road heading north from W. Algonquin Road, and W. Algonquin Road heading East, as they were also affected by the widening of Randall Road and W. Algonquin Road. The condition that makes this site unique is the environmental realities left behind by the gas station years ago. We do not feel that these variations being granted to CCU would be applicable to all B-3 zoned properties within the Village other than those along Randall Road or W. Algonquin Road which have the same or similar conditions brought on by the widening of those arterial roadways.

**Question:**

6. *That the purpose of the variation is not based exclusively upon a desire to make more money out of the property.”*

**Response:**

The purpose of the requested variations are to allow the petitioner to move forward with their goals to renovate the existing site and building to be used as a Credit Union. The variations themselves do not increase the amount of money this location will generate, they make it possible for the CCU project to move forward.

**Question:**

7. *That the alleged difficulty or hardship has not been created by any person presently having interest in the property.”*

**Response:**

The petitioner, having interest in renovating the existing site and building, did not create the hardship, it already existed. The site and building currently already exist in a non-conforming condition.

Appendix L  
Variation –  
2450 W. Algonquin Rd, Lake In The Hills, IL 60156 : PIN 19-29-151-034

**Question:**

8. *That the granting of the variation will not be detrimental to the public welfare or injurious to other property or improvements in the neighborhood in which the property is located.”*

**Response:**

Granting the variations will allow an existing unoccupied building and site to become active again. This activity along with the refreshed aesthetics will offer something new to the immediate region and will likely bring new clientele to the surrounding businesses. New projects bring new energy and the proposed project will offer a reasonable and well suited use moving forward. The public will benefit from this business as Credit Unions offer something different, and the improvements will not be detrimental to surrounding businesses or properties in any way.

**Question:**

9. *That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the danger of fire, or otherwise endanger the public safety, or substantially diminish or impair property values within the neighborhood.”*

**Response:**

This existing corner site and building exist a considerable distance away from surrounding structures, the building is a single story masonry structure, and the use will not adversely affect or endanger others accessing other businesses in the region. The existing site and building offer a lower density presence for this corner which will allow for clear site lines.

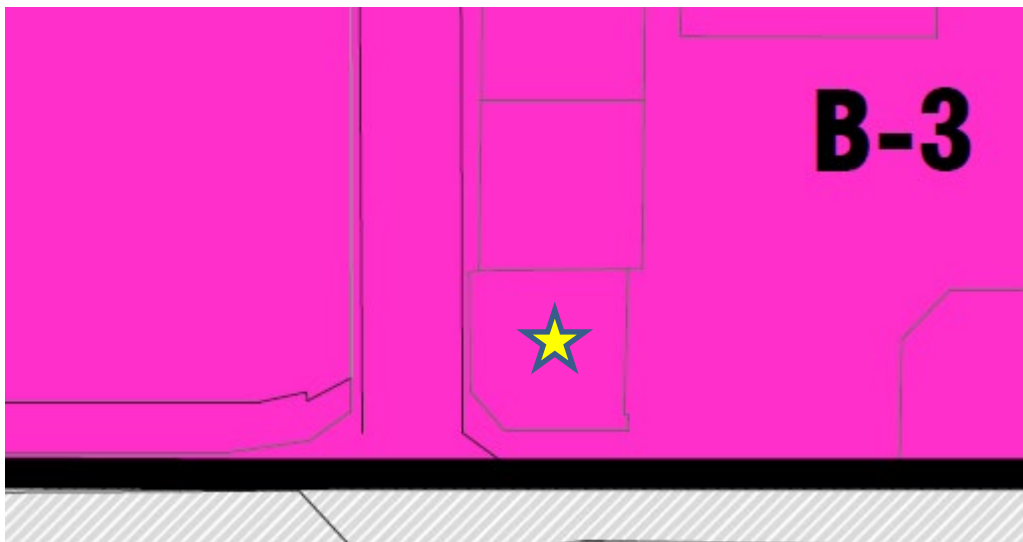
# Conditional Use for a Drive Through and Variations for Consumers Credit Union at 2450 W Algonquin Road



## 1. EXHIBITS

---

### ZONING MAP



### FUTURE LAND USE MAP

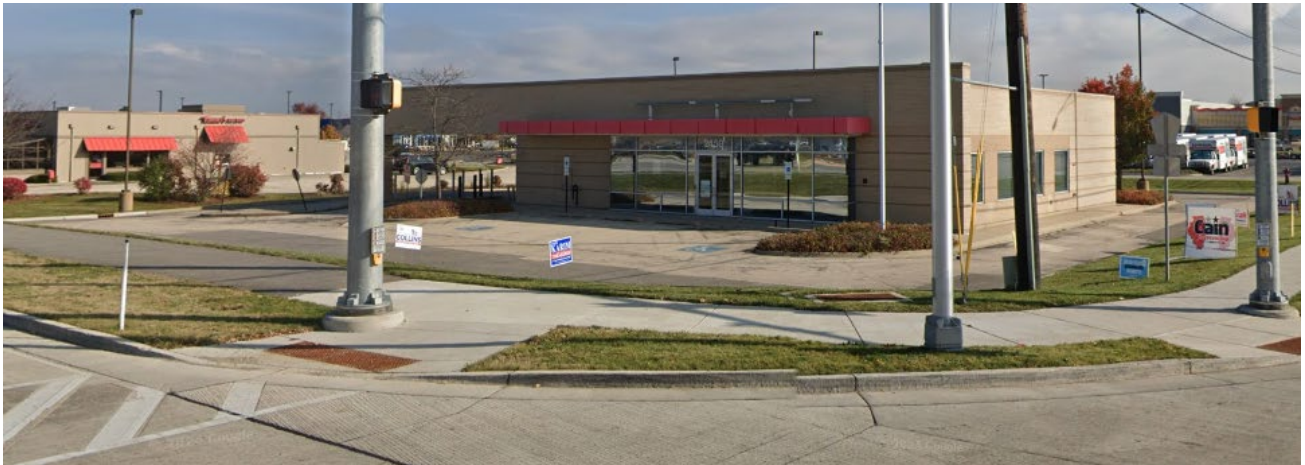




**AERIAL PHOTO**



**SITE PHOTO**





# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** April 23, 2024

**DEPARTMENT:** Public Works

**SUBJECT:** Reject all bids for Well 14 Roof and Gutter and Well 12 Siding Replacement Project

## EXECUTIVE SUMMARY

---

Village staff released a Request for Proposal (RFP) for the Well 14 Roof and Gutter and Well 12 Siding Replacement Project on January 6, 2024. The RFP invitation was posted on the Village's website, published in the Northwest Herald, and sent to fifty-three separate vendors. Public Works received and opened four sealed responses on March 20, 2024.

Top Roofing supplied the low bid of \$78,000.00; however, Top Roofing requested to withdraw their bid after realizing they had failed to review additional questions and answers posted to the informational portal concerning specifications. They stated that with the additional costs, they can no longer complete the job. The informational portal is provided to all registered plan holders and is intended to ensure that all interested parties are supplied the same information to promote a fair and equitable bid process and also provides all interested contractors the most up to date data to allow for proper pricing.

The budgeted amount for this project was \$75,000.00, which did not anticipate the additional specifications identified during the online Q&A. While the remaining bids are certainly higher, staff believes they are an accurate reflection of the anticipated costs of the project, based on the additional information included in the portal. C3 Construction held the next lowest bid at \$91,777.00.

In this situation, the Village could attempt to force Top Roofing to adhere to their bid amount or the Village could hire the next lowest contractor and charge back the difference to Top Roofing. Unfortunately, there is a high likelihood that Top Roofing would legally contest either solution. The potential litigation costs outweigh the savings the Village may receive.

Instead, Staff requests the Board reject all bids, which would allow for negotiation with the second lowest bidder, C3 Construction, in the hopes of securing the RFP pricing under the same terms and conditions. Staff would return to the Board at a future meeting to consider that agreement.

## FINANCIAL IMPACT

---

The low bid was \$78,000.00, which is \$3,000.00 over the FY2024 budgeted amount of \$75,000.00 for this project. The next lowest bid was \$91,777.00, which is \$16,777.00 over the FY2024 budget and \$13,777 over the low bid.

## **ATTACHMENTS**

---

1. Bid Results

## **RECOMMENDED ACTION**

---

Staff recommends a motion to reject all bids for the Well 14 Roof and Gutter and Well 12 Siding Replacement Project, and enter into negotiations with C3 Construction on an agreement which stipulates the same terms and conditions within the original RFP and Q&A.

# Roof and Gutter and Siding Replacement Project Well's 12 and 14

Village of Lake in the Hills - RFQ Submittal Tabulation

RFP Due Date: 03/20/2024 10 am.

Company	RFQ Amount
Top Roofing	\$78,000.00
All American Roofing	\$99,100.00
CJM Roofing	\$115,599.15
C3 Constrution	\$91,777.00



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** April 23, 2024

**DEPARTMENT:** Public Works - Airport

**SUBJECT:** Engineering Services for the Roof Rehabilitation at 8399 Pyott Rd.

## EXECUTIVE SUMMARY

---

Staff is seeking Board approval of an agreement with Crawford, Murphy & Tilly, Inc. (CMT) for preliminary and design phase services for the roof rehabilitation at 8399 Pyott Road.

The Fiscal Year 2024 budget includes funds for the replacement of the existing roof at the 8399 Pyott Maintenance Hangar. The roof is original to the building that dates back to at least the 1970's. The building houses an aircraft maintenance business, which has leased the property for several decades. Aside from workers present on a daily basis, up to a dozen aircraft are stored underneath the roof while they are being repaired. Unfortunately, the roof has had small leaks requiring frequent repairs by staff or outside contractors. The project was originally budgeted for in 2023, but was delayed until 2024 while IDOT Division of Aeronautics conducted their review of the project.

With the state now prepared to move forward, the first step in the Village's process is to approve the IDOT agreement for consultant services. This work includes both preliminary and design phase services to be performed by the Airport Engineer, Crawford, Murphy & Tilly, Inc. (CMT). It also includes planning and special services that may be required. Upon conclusion of the design, the project will be bid, with construction planned prior to the end of the year.

## FINANCIAL IMPACT

---

At the time this project was initially budgeted in FY2023, staff was under the impression that no federal or state funding would be provided. The estimated project cost of \$205,000.00 was budgeted in its entirety under Capital Improvements out of the Airport Operating and Maintenance Fund. The state has now confirmed that this project will be grant eligible, with the funding split 90% federal, 5% state, and 5% local. The Village's total cost is expected to be \$10,250.00, for a savings of \$194,750.00.

However, since this is a locally let project, the Village must cover the total project costs and then receive reimbursement. The first expense associated with the project will be for engineering services, not to exceed \$20,000.00. This includes \$14,600.00 for the preliminary design and design phase and \$4,500.00 for planning and special services. While professional services were not separately budgeted for on this project, there are sufficient funds available from the savings within the Capital Improvements line item.

Additional funds will be required for construction phase engineering services, which are not included in this agreement; however, those too will be grant eligible and covered by the project's overall savings.

## **ATTACHMENTS**

---

1. IDOT Standard Agreement

## **SUGGESTED DIRECTION**

---

Motion to approve the Standard Agreement with Crawford, Murphy & Tilly Inc., for Consultant Services at Illinois Airports for Architectural/Engineering (A/E), Planning and Special Services, in an amount not to exceed \$20,000.00.

**STANDARD AGREEMENT FOR CONSULTANT SERVICES AT ILLINOIS AIRPORTS  
FOR ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

Authorized for use by  
The Illinois Department of Transportation  
Division of Aeronautics  
Effective: June 2012

- |  |   |
|--|---|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design | <input type="checkbox"/> Construction Phase Services              |
| <input checked="" type="checkbox"/> Design Phase Services            | <input checked="" type="checkbox"/> Planning and Special Services |

THIS AGREEMENT, made at Lake in the Hills, Illinois, this 28th day of March in the year 2024 by and between the Village of Lake in the Hills (hereinafter referred to as the "Sponsor"), and Crawford, Murphy and Tilly, Inc. (hereinafter referred to as the "Consultant"). This Agreement expires 5 years from the date of execution.

**WITNESSETH**

The Sponsor intends to undertake the accomplishment of a project pursuant to the development of a public air navigation facility known as the Lake in the Hills Airport (3CK) in McHenry County, state of Illinois; and the project shall be identified as the Illinois Project No. 3CK-5095; AIP Project No. 3-17-SBGP-; The following is the detailed project title and description from the Illinois Department of Transportation's Office of Planning and Programming (OP&P) program letter which shall be carried through the development of the project (attach supplemental information as necessary in Section I.H., Detailed Scope of Services):

Rehabilitate Aircraft Hangar Roof (8399 Pyott)  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

A detailed sketch of the proposed work, labeled ATTACHMENT P, shall be attached.

In consideration of the benefits which will accrue to the parties hereto by virtue of the Agreement and the respective covenants herein contained, IT IS MUTUALLY COVENANTED AND AGREED as follows:

The Consultant agrees to furnish executed "Certification of Engineer" and certain professional engineering services enumerated herein-after, in connection with the implementation and development of the aforesaid project.

The Department of Transportation, Division of Aeronautics within the state of Illinois shall act as Agent of the Owner/Sponsor for all matters involving the development of any public air navigation facility by virtue of the Illinois Aeronautics Act. The Illinois Aeronautics Act requires and directs the Illinois Department of Transportation, Division of Aeronautics (hereinafter referred to as the "Department") to "*regulate and supervise aeronautics within this state*", with "*aeronautics*" defined as "*...the design, establishment, construction, extension, operation, improvement, repair or maintenance of airports...*". The Department shall not expend any funds appropriated, or made available for any work upon any such project that is not contracted for and constructed or developed under the supervision or direction of the Department. Financial assistance may include reimbursement to eligible airport Sponsors for engineering costs directly related to projects financed in whole or in part by federal/state monies provided such engineering costs were approved by the Department prior to the payment of these costs by the airport Sponsor. The approval of engineering costs prior to payment shall qualify those costs for federal/state reimbursement but shall not constitute an obligation of federal/state funds.

Since the services contemplated under this Agreement are professional in nature, it is understood that the Consultant, acting as an individual, partnership, firm or other legal entity, is of professional status and will be governed by professional ethics in their relationship to the Department and the Sponsor. The Department acknowledges the professional and ethical status of the Consultant by approving this Agreement and the associated fees for federal/state eligibility (either in whole or part) on the basis of their qualifications and experience and determining their compensation by mutually satisfactory negotiations.

Any additions/deletions, revisions/modifications to this Agreement without the expressed written consent of the Department shall void this Agreement as it relates to state and federal funding participation eligibility.



## **I. ARCHITECTURAL/ENGINEERING (A/E), PLANNING AND SPECIAL SERVICES**

The Consultant agrees to perform various professional engineering and planning services and provide necessary and required information pursuant to the accomplishment of the above referenced project.

It is understood that meetings will be common to all phases. The Consultant will coordinate project kick-off, pre-design and pre-construction meetings and project status update meetings, as required, in order to resolve project issues with the Department, Sponsor and/or other regulatory and review agencies. The Department shall be notified of scheduled agency meetings and given the opportunity to participate. Meetings for which effort will be billed shall be thoroughly documented by minutes with copies distributed to the Sponsor and the Department within 10 days of the meeting. Failure to properly document meeting discussions could result in the loss of part or all of the professional services compensation eligibility associated with this activity.

### **A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Included with Paragraph I.B**

This phase includes activities required for agency coordination and permit development, non-routine surveys, testing and architectural/engineering preliminary design considerations of a project. Elements of this phase may include development of architectural schematic building designs and reports, non-routine geological and field investigations (soil borings and pavement cores), DCP testing, FWD testing (when used to evaluate pavement as part of a strengthening project), coordination of FAA reimbursable agreements, coordination of utility relocation agreements, coordination of force account activity (must be pre-approved by the Department in writing).

The Consultant shall furnish and/or perform engineering reconnaissance necessary for the preparation and development of an engineering report, bidding documents (design plans and specifications) including topographic field surveys, crack surveys, and sampling and testing for routine soils investigations (in accordance with ATTACHMENT J – Testing Schedule & ATTACHMENT K – Testing Rates & Cost Summary).

This phase will culminate in the submittal of a detailed engineering report with project alternatives and design recommendations and project completion timeline assessment.

The Consultant shall furnish an engineering report in accordance with standard practices and the provisions of ATTACHMENT E – Engineering Report. The report will include an analysis of preliminary surveys, geotechnical testing and alternative designs and include final project design recommendations.

The project completion timeline assessment will identify necessary effort required to complete the final project design (complete construction plans and specifications). This phase of project development will represent approximately 35% of the project design timeline. Project formulation should be consistent with the TIP submittal and the program letter project description (ATTACHMENT R). If not, identify components that have changed as a result of the preliminary assessment and schematic design analysis.

A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS A / A1.

### **B. DESIGN PHASE SERVICES**

This phase shall include activities required to accomplish a project design in accordance with the established Aeronautics letting schedule project design timeline and approved letting date determined at the pre-design meeting. Requests for time extensions beyond the previously agreed-to submittal deadline dates (as established in the Department's Letting Schedule, ATTACHMENT Q, and this Agreement) must be made to the Department in writing not less than 5 days prior to the due date of the submittal. The request for extension must be signed by a principal/officer of the Consultant's firm. Incomplete submittals will not be accepted.

Milestone submittals include the engineering report (at 35% design timeline), plan / spec review (at 80% design timeline) and final submittal of all deliverables (at 100% design timeline). A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS B / B1. Elements of this phase may include:

1. CONSTRUCTION PLANS, SPECIAL PROVISIONS AND ESTIMATES

The Consultant shall prepare and furnish for Department review and comment construction plans, special provisions and construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) at the 80% project design timeline with detailed estimate of costs, estimated DBE participation goal and working/calendar day flow chart, for the particular design authorized in this Agreement.

2. CLARIFICATION OF PLANS

The Consultant shall render clarification of the construction plans and specifications, when and if such clarification is deemed necessary.

3. BIDDING ASSISTANCE

The Consultant shall assist the Sponsor and/or Department in the bidding process, analyze and summarize bid results.

**C. CONSTRUCTION PHASE SERVICES – Not included in this agreement**

This phase shall include all basic services after the award. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS C / C1.

1. OFFICE ENGINEERING

a. SHOP DRAWINGS

Review the detailed construction, shop and erection drawings submitted by the contractor(s) for compliance with design concepts.

b. SUPPLEMENTARY SKETCHES

Preparation of elementary and supplementary sketches plus estimates required to resolve actual field conditions.

c. RECORD DRAWINGS

The Consultant shall prepare Record Drawings within thirty (30) days after the official Notification from the Department of the Official Acceptance of the Construction Work; and after approval by the Department, furnish said Department with one (1) set of such record drawings. The submittal format shall be in accordance with the current policies of the Department.

d. MATERIALS CERTIFICATION

Prior to reporting a pay item quantity for payment, the materials used and incorporated in, or associated with the pay item, shall be verified for specification compliance by the Consultant. The Consultant shall obtain and review all certifications and/or test results required by the policies of the Department and the Department's *Manual for Documentation of Airport Materials*. At the completion of, or any time prior to the completion of the final quantity of a pay item, the Consultant shall submit the aforementioned material certifications and/or test results, that were utilized for acceptance of material, to the Department for review and final approval. Prior to final payment of engineering services under this agreement, the Consultant shall have submitted required certifications and test results to the Department, and the Consultant shall have signed the Department's MATERIALS CERTIFICATION FORM.

## 2. FIELD ENGINEERING

### a. RESIDENT ENGINEER APPROVAL

The Consultant agrees to furnish the name and qualifications of the Resident Engineer in writing for approval of the participating agencies prior to the preconstruction conference that shall attend said preconstruction conference and shall perform the various professional engineering services required of the Resident Engineer in 2.b. thru 2.f. below and inspection of construction.

### b. DAILY DIARY

The Resident Engineer shall maintain a daily diary. Copies shall be forwarded to the Department (ATTACHMENT F).

### c. DUTIES OF RESIDENT ENGINEER

Furnish full time (unless part time is approved by the Sponsor and/or Department) Resident Engineering of construction including project inspection, field testing, and furnish surveying at the site of the work, whose duties shall include all reasonable, proper and customary duties as are usually and customarily furnished in connection with the general engineering of construction of such improvements, including but not limited to the following:

- i. Performance of acceptance and quality assurance tests when required by Department policy and/or contract specification. Examples of these tests include but are not limited to: Testing concrete for slump and air content; testing concrete for strength; testing bituminous concrete pavement for density using the nuclear method and using the Bulk Specific Gravity Method. Obtaining representative samples of miscellaneous materials such as paint, geotextile fabric, joint sealer, epoxy, polyester resin, etc. for testing as necessary, and/or as directed by the Department; performance of field density tests of earthwork embankments, backfills and subgrade; field density tests of subbase and base courses, and moisture content tests on materials where applicable; and, laboratory proctor tests where applicable. Test Reports shall be submitted to the Department within three (3) working days of the date the test was conducted.
- ii. Inspection/Masurement/Oversight of construction to determine that the work was completed in substantial conformance with the approved plans and specifications, and in compliance with the requirements set forth in the contract documents. All stop or start work orders shall be issued by the Department; the Resident Engineer shall recommend the orders. Document pay item quantities reported for pay in accordance with the latest revision of the Department's *Airport Construction Documentation Manual*.
- iii. Preparation and forwarding to the Department of periodic project reports required by the Department. Bi-weekly construction reports will be submitted to the Department, within three (3) calendar days of the end of the contractor's work week.
- iv. To obtain and review for specification compliance, material certifications and/or test results for all materials prior to their use in the construction.
- v. To reject for inclusion in the project, any materials that are delivered without certification and/or test results, or materials delivered with certification that has been found to be in noncompliance, or any defect found through visual inspection which renders the material unsuitable for inclusion in the project. The Department shall be notified when any rejections are made. Materials that are delivered without certification and/or test results may be stockpiled or

stored in a manner acceptable to the Resident Engineer until such time as the certification and/or test result arrive and are reviewed and accepted by the Resident Engineer.

- vi. Preparation of Reports required per the Sponsor's NPDES permit while providing on-site services, retaining all support documentation.
- vii. Participate in audits performed to determine that the project is proceeding accordingly per the plans and specifications and adhering to AIP grant requirements.

d. FINAL INSPECTION

Initiate a request, upon substantial completion of all construction work, for a final inspection by the Department. When necessary, a punch list of uncompleted items and electrical checklist (if applicable) on the project shall be established at the final inspection. Submit a final acceptance letter (punch list complete) which shall certify to the Department and the Sponsor that, to the best of the Consultant's knowledge, information and belief, the work involved has been done in substantial conformance with the plans, specifications, and Contract Document, as the same shall have been modified, or supplemented by change order, supplementary contract or otherwise, and that such work is acceptable.

e. SAFEGUARD THE SPONSOR

Endeavor to safeguard the Sponsor against any defects and deficiencies on the part of the Contractor. The Resident Engineer does not guarantee the performance of the contract by the Contractor, except that the Resident Engineer shall ensure that, to the best of the Resident Engineer's knowledge, information and belief, the work has been done in substantial conformance with the approved plans and specifications and advise the Sponsor and/or the Department in writing of any known noncompliance set forth in the contract. This does not in any way mean that the Resident Engineer is a guarantor of the Contractor's work. The Resident Engineer assumes no responsibility for safety in, on or about the job site, nor shall the Resident Engineer have any responsibility for the safety or adequacy of any equipment, building component, scaffolding, forms or other work aids provided by the contractor; nor is the Resident Engineer responsible for the superintendence of the contractor's work or any acts of the contractor.

f. OTHER ENGINEERING SERVICES

Furnish other Engineering Services which may be required by the Sponsor, including surveys, sub-surface investigations, sampling, testing, and analysis of soils, offsite inspection of materials, laboratory testing, and inspection and control at central mixing plants. Where tests must be conducted by commercial laboratories, only those laboratories approved by the Department will be utilized. If any of these services are conducted by outside firms, the Resident Engineer shall submit copies of the executed contract for such services as specified in Section III.B., of this Agreement. The charges for such services shall be specified in the contract and will remain in effect until completion of the services and acceptance by the Consultant. Certified copies of the results of all tests required by the Department under this paragraph are to be mailed to the Department within five (5) calendar days after the tests are completed.

g. FINAL QUANTITIES

Final quantities associated with the accepted construction work shall be submitted to the Department within thirty (30) days after final acceptance of the construction work.

#### **D. PLANNING AND SPECIAL SERVICES**

This phase may involve activities or studies unrelated to or outside of the scope of basic design and construction phase engineering services routinely performed by the Consultant. Those activities may include master plan and airport layout plan development, environmental studies and assessments, PCI surveys, FWD testing (when used to evaluate pavement as part of a publication revision), first-order NGS monument surveys, boundary surveys, aeronautical surveys, photogrammetric surveys and topographic mapping, preparation of property ownership plats and easements, appraisal and land acquisition services, benefit / cost analysis studies, RSA determination studies, drainage studies and analyses, FEMA/FIRM map revisions and GIS updates. A detailed scope of services shall be attached with anticipated labor effort and costs delineated in ATTACHMENTS D / D1.

#### **E. ENDORSEMENT OF DOCUMENTS**

The Consultant will endorse and seal all final draft reports, contract plans, maps, right of way plats, and special provisions for construction contract documents. Such endorsements must be made by a person, duly licensed or registered in the appropriate category by the Department of Financial and Professional Regulation of the state of Illinois, being employed by the Consultant and responsible for the portion of the services for which license registration is required. These sealed documents will serve as the record documents for the services covered by the terms of the Agreement.

#### **F. DELIVERABLES**

At a minimum, the Consultant shall provide the Department (copy Sponsor upon request) the following deliverables:

1. Final project estimate of costs complete w/ professional services fees and sponsor reimbursement estimates.
2. DBE participation goal and breakout of DBE work.
3. QA verification of ELM Engineers Estimate for Schedule of Prices.
4. Calendar day estimate of construction and detailed breakout of critical work items and associated production rates.
5. One set of final construction plans (half-size) and special provisions – sealed by the Consultant and executed by the Sponsor.
6. One copy of the construction Safety Plan (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).
7. Original executed Consultant Project Certification (ATTACHMENT N).
8. Executed DBE Final Documentation (ATTACHMENT O).
9. Electronic copy/access of all information (via CD, electronic submittal or ftp site).

#### **G. NOTICE-TO-PROCEED (NTP)**

The Consultant shall not commence any phase of the work until the "official notice-to-proceed" (NTP) has been issued in writing either by the Sponsor or Department (via Office of Planning and Programming).

Services to be performed by the Consultant under this Agreement shall become eligible for funding participation consideration as of the date of the written NTP. The execution date of the consultant retainer agreement or the execution date of a consultant agreement for a single project after consultant selection if not included within the retainer agreement, shall constitute the NTP. The Consultant shall schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience upon the Sponsor's receipt of this letter.

For projects not covered by a program letter or with program letter pending, the Sponsor is fully liable for all costs incurred as a result of such authorization pending future reimbursement once the project is programmed and a program letter is issued. The Sponsor/Consultant is required to schedule a project phase kick-off meeting (pre-design, pre-construction, etc) with the Sponsor and the Department at the earliest possible convenience.

A copy of the program letter shall be included as ATTACHMENT R of this Agreement.

In the absence of a written, dated notice-to-proceed, the execution date of this Agreement shall be used to determine the eligibility of service dates.

The Sponsor and the Department are not liable, and shall not authorize payment to the Consultant, for any services performed prior to the date of notice to proceed or the execution of this Agreement (whichever takes precedent). All effort, regardless of the notice-to-proceed authorization, is subject to review and eligibility funding determination.

## H. DETAILED SCOPE OF SERVICES

Under this agreement the Engineer will provide design phase and special services as provided for herein. The proposed project will include the design phase services for the **Rehabilitate Aircraft Hangar Roof (8399 Pyott)**.

The design phase and special services engineering effort contained within this agreement has been based on the following additional scope related parameters, understanding of proposed improvements and anticipated level of effort:

- I. General
  - a. The project schedule is based on the anticipation that the project documents will be local let by the Airport to obtain bids for the completion of the work as outlined within the Contract Documents as prepared by the Consultant. As such, all engineering effort is expected to be completed after final documents are delivered to the Airport.
- II. Topographic Survey and Data Gathering
  - a. No topographic survey is anticipated for this project.
  - b. The Airport will provide any building and site record drawings.
  - c. The Airport will provide the necessary Village code standards for use in the Contract Documents.
- III. Project Improvements
  - a. Removal of the existing roof shingle system
  - b. Replacement with a shingle roof system in accordance with Village Standard Details
  - c. Provide for a nominal amount of roof decking replacement
  - d. Removal and replacement of the gutter and fascia
  - e. Prepare Contract Documents for the purposes of receiving bids for the above denoted work items in accordance with Village Standard Drawings/Details (documents provided by the Village)
  - f. No structural evaluation of the building will be conducted by the Consultant
- IV. Special Services
  - a. Section 163 Determination
  - b. NEPA Clearance and preparation of Environmental Review
  - c. Airspace submittal
  - d. No ALP Update is anticipated

The anticipated effort and estimated manhours for each Task is defined within Attachments B, B-1, B-2, B-3, D, D-1, D-2 and D-3 contained within this contract.

## II. CONSULTANT COMPENSATION

The Sponsor agrees to pay the Consultant as compensation for rendering the professional services hereinabove described and submitted using the standard Department invoice forms (ATTACHMENTS G & H). Burden and overhead rates entered into this Agreement shall be in effect for the length of the agreement and will not be adjusted, except as may be determined under an audit of costs by the Auditor General or the Department. The rates used in this Agreement shall be the latest audited or provisional approved rates by IDOT as of the date of execution of this Agreement (approval letter must be attached). Should the rate change in the time between the final approval notification of fees and the execution of this Agreement, hours will be adjusted accordingly so that there is no increase in the final approved not-to-exceed amount.

Any professional services effort performed beyond the not-to-exceed limits expressed below, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

### A. PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN – Compensation Included in Paragraph II.B

For services outlined in Section I.A., Preliminary Assessment and Schematic Design, and further detailed in Section I.H., Detailed Scope of Services,

1. a lump sum payment of \$ N/A (representing approximately 35% of the total estimated professional services compensation for design phase services as determined from the TIP request). The fee shall be paid as a lump sum when the preliminary assessment and schematic design phase deliverables (outlined in Section I.A.) are approved and accepted by the Department.

### B. DESIGN PHASE SERVICES

For services outlined in Section I.B., Design Phase Services, and further detailed in Section I.H., Detailed Scope of Services,

1. a cost plus a fixed payment of \$ 1,860.00

total amount not to exceed \$ 14,600.00 unless a major change or addition to the scope of services is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The payment of this fee shall be made in monthly installments submitted by the Consultant and approved by the Department. The final charges shall be submitted after the Design Phase Services have been performed, approved and all deliverables accepted by the Department in accordance with the guidance outlined in Section I.F. This period of time expires 30 days after award of the construction contract. Any submittal after this time shall not be considered eligible for payment / reimbursement by the Department unless extended by the Department.

2. a lump sum payment of \$ N/A unless a major change or addition to the scope of work is required by the Department or extensions of time are necessary for completion of the project. All justification for amendments shall be documented with effort recorded separate from the hours approved under this Agreement. All amendment requests must be supported by justification per Section III.M., Amendments to the Agreement. The fee shall be paid as a lump sum when the design phase deliverables (outlined in Section I.F.) are approved and accepted by the Department.





### III. SPECIAL CONDITIONS

The Consultant shall render the services in accordance with generally accepted Professional Standards.

#### A. **TERMINATION**

(Reference: 49 CFR Part 18.36(i)(2); FAA Order 5100.38)

The Sponsor, by written seven (7) day notice, may terminate this agreement in whole or in part at any time, because of the failure of the other party to fulfill his agreement obligations. Upon receipt of such notice, the Consultant shall: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Sponsor all data, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by the Consultant in performing this agreement whether completed or in process.

1. If the termination is due to the failure of the Consultant to fulfill his agreement obligations, the Sponsor may take over the work and prosecute the same to completion by agreement or otherwise. In such case, the Consultant shall be liable to the Sponsor for any additional cost occasioned to the Sponsor thereby.
2. If, after notice of termination for failure to fulfill agreement obligations, it is determined that the Consultant had not so failed, the termination shall be deemed to have been effected for the convenience of the Sponsor.
3. It is hereby understood and agreed that should the agreement be terminated, the Consultant shall be entitled to and shall receive a fee based on the amount of work accomplished and approved by the Department up to the day of notification of termination. The fee shall be equal to the sum of the actual number of man-hours of each category of work applied at a negotiated hourly rate, plus any outside services approved by the participating agencies and accomplished prior to the notification. If terminated under Section III.HH., Breach of Contract Terms, the Consultant will not be entitled to profit on the work accomplished.

#### B. **CHANGE IN CONSTRUCTION PLANS**

It is hereby understood and agreed that if the construction plans are completed in accordance with criteria and/or decisions made by the Sponsor (and/or the Department if applicable), and approved by the Department, and said construction plans are substantially changed or revised, for any reason other than the fault of the Consultant in preparing same, then the Consultant shall be entitled to compensation for rendering the services necessary to complete the changes. The amount of this fee shall be negotiated between the Sponsor, Consultant and the Department, and approved by the Department, and an amendment to the agreement should be accomplished prior to authorizing the Consultant to proceed with the changes. The fee shall be due and payable when the revisions are approved by the Sponsor and the Department.

It is the Consultants responsibility to notify the Department as soon as possible when changes/revisions are identified that are beyond the scope of services contemplated under this Agreement.

### **C. HOLD HARMLESS**

The Consultant shall be responsible to pay for all labor, material and equipment costs incurred and for any and all damages to property or persons to the proportionate extent arising out of the negligent performance of services under this agreement and shall indemnify and save harmless the Sponsor, (and/or the Department if applicable), their officers, agents and employees from all third party suits, claims, actions or damages of any nature whatsoever to the proportionate extent resulting there from. These indemnities shall not be limited by the listing of any insurance coverage. If any errors, negligent acts and/or omissions are made by the Consultant in any phase of the work under this agreement, the correction of which may require additional field or office work, the Consultant will be promptly notified and will be required to perform such additional services as may be necessary to correct these errors, negligent acts and/or omissions without undue delay and without additional cost to the Sponsor (and/or the Department if applicable). The Consultant shall be responsible for any damages incurred as a result of his errors, negligent acts and/or omissions and for any losses or cost to repair or remedy construction as a result of his errors, omission and/or negligent acts, to the extent such error, omission or negligent act breaches the Professional Standard of care. The Consultant shall not be responsible for any consequential damages of the Sponsor or the Department. Neither the Consultant, nor the Sponsor, nor the Department shall be obligated for the other parties' negligence or for the negligence of others.

### **D. DRAWING OWNERSHIP**

It is further mutually agreed by the parties hereto that reproducible copies of the drawings, computer disks, tracings, construction plans, specifications and maps prepared or obtained under the terms of the contract shall be delivered to and become the property of the Sponsor and basic survey notes and sketches, charts, computations and other data shall be made available upon request of the Sponsor. If any information is used by the Sponsor or another Consultant such use or reuse by the Sponsor or others shall be at the sole risk and without liability or legal exposure to the Consultant.

### **E. CONTRACT FOR OUTSIDE SERVICES**

If any of the services outlined in Section I. are furnished by the Consultant by obtaining such services outside the Consultant's organization, the Consultant shall provide an executed contract between the person(s) or firm and the Consultant outlining the services to be performed and the charges for the same. Two (2) copies of the executed contract shall be submitted to the participating agencies for approval prior to the services being performed; all covenants and Special Conditions shall be included and binding on all subcontracts.

### **F. FORMERLY NOTICE TO PROCEED (See Section I.G.)**

### **G. SUBLET AGREEMENT**

Each party binds himself, his partners, successors, executors, administrators and assigns, to the other part of this agreement and to the partners, successors, executors, administrators and assigns for such other party at all covenants of this Agreement.

Except as above, neither the Sponsor nor the Consultant shall assign, sublet or transfer his interest in this agreement without the written consent of the other party hereto.

## H. AGREEMENT EXPIRES

This agreement expires upon final approval and acceptance of the completed project(s) by the Sponsor (and/or Department as applicable), and after all final engineering charges have been paid to the Consultant as of the date of project close-out or after five years from the date of execution, whichever comes first. Payment liability by the State is as outlined above (see Section I.G., Notice to Proceed and Section II., Consultant Compensation).

## I. EQUAL EMPLOYMENT OPPORTUNITY

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)

The Consultant agrees to conduct the services in compliance with all the requirements imposed by or pursuant to Title VI of the Civil Rights Act of 1964, Part 21 of the Regulations of the Secretary of Transportation, and Executive Order No. 11246, "Equal Employment Opportunity," as amended.

During the performance of this contract, the Consultant, for itself, its assigns and successors in interest (hereinafter referred to as the "Consultant") agrees as follows:

1. Compliance with Regulations. The Consultant shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. Nondiscrimination. The Consultant, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The Consultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. Solicitations for Subcontracts, Including, Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subconsultant or supplier shall be notified by the Consultant of the Consultant's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. Information and Reports. The Consultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. Sanctions for Noncompliance. In the event the Consultant's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as may determine to be appropriate, including, but not limited to:
  - a. withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - b. cancellation, termination, or suspension of the contract, in whole or in part.

Incorporation of Provisions. The Consultant shall include the provisions of paragraphs 1 through 5 (above) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Consultant shall take such action with respect to any subcontract or procurement as the sponsor may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event an Consultant becomes involved in, or is threatened with, litigation with a subconsultant or supplier as a result of such direction, the Consultant may request the sponsor and/or Department to enter into such litigation to protect the interests of the sponsor and, in addition, the Consultant.

#### DISADVANTAGED BUSINESS ENTERPRISE (DBE) ASSURANCES

1. Policy. It is the policy of the Department of Transportation (DOT) that disadvantaged business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this agreement. Consequently, the DBE requirements of 49 CFR Part 23 applies to this agreement.
2. DBE Obligation. The Consultant agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this agreement. In this regard, all Consultants shall take all necessary and reasonable steps in accordance with 49 CFR Part 23 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Consultants shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of DOT-assisted contracts.

#### J. OPEN ACCESS TO DOCUMENTS

(Reference: 49 CFR Part 18.36(i); FAA Order 5100.38)  
(Public Act 90-0572 Section 20-65; Public Act 87-991)

The Consultant shall maintain, for a minimum of 5 years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General; and the Consultant agrees to cooperate fully with any audit conducted by the Auditor General and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this Section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

#### K. CERTIFICATION OF CAPACITY TO CONTRACT

(Public Act 90-0572, Section 50-13)

It is unlawful for any person holding an elective office in this State, holding a seat in the General Assembly, or appointed to or employed in any of the offices of State government, or who is an officer or employee of the Illinois Building Authority or the Illinois Toll Highway Authority, or who is the wife, husband or minor child of any such person, to have or acquire any contract, or any direct pecuniary interest in any contract therein, whether for stationery, printing, paper or for any services, materials or supplies, which will be wholly or partially satisfied by the payment of funds appropriated by the General Assembly of the State of Illinois or in any contract of the Illinois Building Authority or the Illinois Toll Highway Authority. Payments made for a public aid recipient are not payments pursuant to a contract with the State within the meaning of this Section.

It is unlawful for any firm, partnership, association or corporation in which any such person is entitled to receive more than 7 1/2% of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

It is unlawful for any firm, partnership, association or corporation in which any such person together with his spouse or minor children is entitled to receive more than 15%, in the aggregate, of the total distributable income to have or acquire any such contract or direct pecuniary interest therein.

Nothing in this Section invalidates the provisions of any bond or other security hereto or hereafter offered for sale or sold by or for the State of Illinois.

This Section does not affect the validity of any contract made between the State and an officer or employee of the State or member of the General Assembly, his spouse, minor child or any combination of such persons, if that contract was in existence before his election or employment as such officer, member, or employee. Such a contract is void, however, if it cannot be completed within 6 months after such officer, member, or employee takes office, or is employed.

This Section does not apply to (1) a contract for personal services as a teacher or school administrator between a member of the General Assembly or his spouse, or a State officer or employee or his or her spouse, and any school district, public community, college district, the University of Illinois, Southern Illinois University or any institution under the control of the Board of Governors of State Colleges and Universities or under the control of the Board of Regents or (2) a contract for personal service of a wholly ministerial character including but not limited to services as a laborer, clerk, typist, stenographer, page, bookkeeper, receptionist or telephone switchboard operator, made by a spouse or minor child of an elective or appointive State officer or employee or of a member of the General Assembly or (3) payments made to a member of the General Assembly, a State officer or employee, his or her spouse or minor child acting as a foster parent, homemaker, advocate, or volunteer for or in behalf of a child or family served by the Department of Children and Family Services.

Any person convicted of a violation of this Section shall be guilty of a business offense and shall be fined not less than \$1,000 nor more than \$5,000.

The appropriate Certification of Capacity to Contract will be executed in Section III.X., of this agreement.

**L. THE CONSULTANT SELECTION**

(Reference: 49 CFR Part 18; FAA AC 5100-14D or latest revision)  
(30 ILCS 535; IDOT-Aeronautics Administrative Bulletin: 2010-02)

The \_\_\_\_\_ Village of Lake in the Hills \_\_\_\_\_ hereby certifies that it  
(Sponsor)  
has completed the prescribed qualifications based consultant selection procedures.

The firm of ( \_\_\_\_\_ Crawford, Murphy and Tilly, Inc. \_\_\_\_\_ ) of ( \_\_\_\_\_ Springfield, IL \_\_\_\_\_ ) has  
(Consultant) (Location)  
been selected to provide the engineering services required for the project on:

\_\_\_\_\_ June 23, 2023 \_\_\_\_\_  
(Date)

A copy of the executed Retainer Agreement identifying the project covered by this Agreement is included as ATTACHMENT U.

**M. AMENDMENTS TO THE AGREEMENT**

All effort recorded to document a claim for additional compensation must be delineated separately from the original scope of services with personnel, classifications, dates worked, rates, hours and services thoroughly detailed and clearly identified.

The Department shall be notified of potential amendment requests at the earliest possible opportunity once it has been determined that any of the following three circumstances may exist. Any amendments to the Agreement which increases the fee or the time of performance must contain one of the following written determinations (with support documentation) depending upon the circumstances of the change.

1. The undersigned determine that the circumstances which necessitate this change were not reasonably foreseeable at the time the contract was signed.
2. The undersigned determine that the circumstances which necessitate this change were not within the contemplation of the contract as signed.
3. The undersigned determine that this change is in the best interest of the state of Illinois and is authorized by law.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

Any professional services effort performed beyond the not-to-exceed limits expressed in Section II. Consultant Compensation, and for which a future amendment will be sought, will be performed under all Agreement provisions as the original contracted work. The dollar value of such effort is not considered approved for payment until review and approval by the Department.

**Q. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PARTICIPATION**

(Reference: 49 CFR Part 26)

**Contract Assurance (§26.13)** - The Consultant or subconsultant shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.

In keeping with the DBE plan adopted by the Sponsor, the Consultant shall take all necessary and reasonable steps to attain DBE participation in this contract.

The work for each subconsultant should be listed separately. If the subconsultant is being utilized to meet the project DBE goal, they must be prequalified in that category and certified as a DBE in that category. Please indicate that they are certified in that category. The certification list is available on the Department’s website on the “Doing Business” menu under Small Business Enterprises and IL UCP directory <http://www.dot.il.gov/ucp/ucp.html#DBE> Directory. The percent of work is computed based on the individual subconsultant’s work effort in each category

Firm Name: \_\_\_\_\_

Subcontract Amount (\$): \_\_\_\_\_

Prequalification Category	% of Work	DBE Certification
_____	_____	_____
_____	_____	_____
_____	_____	_____

If more than one subconsultant is being used, attach additional sheets.

NOTE: All final payment requests shall include a completed ATTACHMENT O - DBE Final Documentation or the complete information on the Consultant's format.

**R. DISCRIMINATION**

(Reference: 49 CFR Part 21; FAA AC 150/5100-15A or latest revision)  
(Executive Order 11246 of September 24, 1965; 41 CFR Part 60)

The Consultant agrees not to commit unlawful discrimination in employment in Illinois and further agrees to take affirmative action to ensure that no unlawful discrimination is committed.

**S. DUES/FEEES TO CLUBS WHICH DISCRIMINATE**

(775 ILCS 25/2 Source: P.A. 85-909)

The Consultant of the business entity certifies that it is not prohibited from selling goods or services to the State of Illinois because it pays dues or fees on behalf of its employees or agent or subsidizes or otherwise reimburses them for payment of their dues or fees to any club which unlawfully discriminates.

**T. CONFLICT OF INTEREST**

(Public Act 90-0572 Section 50-13)

The Consultant agrees to comply with the provision of the Illinois Public Act prohibiting conflict of interest and all the terms, conditions and provisions of those Sections apply to this contract

**O. CERTIFICATION OF CONSULTANT**

(Public Act 90-0572 Section 50-5)

I hereby certify that I am the Vice President (title) and duly authorized representative of the firm Crawford, Murphy & Tilly, Inc. whose address is 2750 West Washington Street, Springfield, IL 62702 and that neither I nor the above firm I here represent has:

1. employed or retained for a commission, percentage, brokerage, contingent fee, or other consideration, any firm or person (other than a bona fide employee working solely for me or the above Consultant) to solicit or secure this Agreement;
2. agreed, as an express or implied condition for obtaining this contract, to employ or retain the services of any firm or person in connection with carrying out the Agreement, or
3. paid or agreed to pay to any firm, organization, or person (other than a bona fide employee working solely for me or the above Consultant) any fee, contribution, donation, or consideration of any kind for, or in connection with, procuring or carrying out the contract; except as here expressly stated (if any):

The firm certifies by execution:

1. it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm, nor has the firm been barred from being awarded a contract or subcontract.
2. it has not been barred from contracting with a unit of state or local government as a result of a violation of the Criminal Code of 1961.

I acknowledge that this certification is to be furnished to the Federal Aviation Administration of the United States' Department of Transportation in connection with this contract involving participation of Airport Improvement Program (AIP) funds and is subject to applicable state and Federal laws, both criminal and civil.

March 28, 2024  
Date

  
Sign Name

Douglas J. Klonowski, PE  
Print Name

Vice President  
Title

**P. FEDERAL TAXPAYER IDENTIFICATION NUMBER**

The following statement is made under penalty of perjury:

"The Firm's correct Federal Taxpayer Identification Number is 37-0844662. (I am) (This firm is) doing business as a (please check one):

     Individual                           Partnership                        X   Corporation



and are made a part of this contract the same as though they were incorporated and included herein.

**U. FELONY CONVICTION**

(Public Act 90-5072 Section 50-10)

The Consultant certifies that if he/she or the business entity has been convicted of a felony, at least five years has passed since the completion of the sentence as of the contract date.

**V. ILLINOIS HUMAN RIGHTS NUMBER**

The Consultant must have an Illinois Department of Human Rights prequalification number, or have an application on file with the Illinois Department of Human Rights office at the State of Illinois Center, Suite 10-100, 100 West Randolph, Chicago, Illinois 60601 (refer to Department of Human Rights form).

(#IDHR PC-1/IL 442-0010). IDHR # 93788-00

**W. EDUCATIONAL LOAN DEFAULT**

(5 ILCS 385).

The Consultant certifies that, if this agreement is with an individual or individuals, that he/she is not in default on an educational loan.

**X. DRUG FREE WORKPLACE**

(30 ILCS 580).

If the Consultant has 25 or more employees, the following certification shall apply and, by signing this document, the Consultant certifies as follows:

1. The Consultant certifies that he will provide a drug free workplace in compliance with the Drug Free Workplace Act ("Act"). Specifically, Consultant certifies he will do the following:
  - a. Publish a statement:
    - i. Notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in the Consultants workplace.
    - ii. Specifying the actions that will be taken against employees for violations of such prohibition.
    - iii. Notifying the employee that, as a condition of employment on this agreement, the employee will:
      - 1) abide by the terms of the statement; and
      - 2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction.
  - b. Establish a drug free awareness program to inform employees about:
    - i. the dangers of drug abuse in the workplace;
    - ii. the Consultant policy of maintaining a drug free workplace;
    - iii. any available drug counseling, rehabilitation, and employee assistance programs; and
    - iv. the penalties that may be imposed upon employees for drug violations.
  - c. Give a copy of the statement described above to each employee engaged in the performance of the contract and post the statement in a prominent place in the workplace.
  - d. Notify the State within 10 days after receiving notice under part (a)(3)(B) above from an employee or otherwise receiving actual notice of such conviction.

- e. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by §5 of the Act.
- f. Assist employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicate that a trained referral team is in place.
- g. Make a good faith effort to continue to maintain a drug free workplace through implementation of §3 of the Act.

If an individual, the Consultant further certifies that he will not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the agreement.

**Y. CAPACITY TO CONTRACT**  
(Public Act 90-0572)

The Consultant certifies that the Corporation's certificate of Authority to do business in Illinois, is in good standing with the Secretary of State's Office.

**CERTIFICATION OF CAPACITY TO CONTRACT**

Public Act 90-0572 prohibits certain persons and entities from having or acquiring any contract with the State of Illinois and from having or acquiring any direct pecuniary interests in any contract with the State of Illinois, whether for materials, services, supplies, printing or stationery. This prohibition does not extend to certain contracts for personal services of a ministerial nature as provided for in the Act.

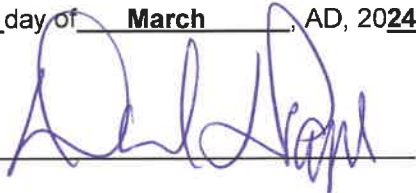
(Corporation)

The undersigned, being a duly authorized representatives of Crawford, Murphy and Tilly, Inc., a corporation, hereby certify that they have read Public Act 90-0572 Section 50-13 and that they have checked the records of the corporation and that no person who is entitled to receive individually more than 7 1/2% of the total distributable income of the corporation, or together with their spouse or minor child more than 15% of the total distributable income of the corporation, is (i) an elected State official, a member of the General Assembly, an appointed State officer, a State employee; (ii) an officer or employee of the Illinois Toll Highway Authority or of the Illinois Building Authority; or (iii) a spouse or a minor child of any such enumerated person.

28<sup>th</sup> day of March, AD, 2024

Crawford, Murphy & Tilly, Inc.  
Corporation

BY



Daniel L. Pape, PE, NI Aviation Group Mgr.  
Printed Name & Title

BY



Douglas J. Klonowski, PE, Vice President  
Printed Name & Title





## **Z. CERTIFICATION REGARDING LOBBYING**

(Reference: 49 CFR Part 20, Appendix A)

### Certification for Contracts, Grants, Loans and Cooperative Agreements.

The Consultant certifies compliance with Section 319 of Public Law 101-102 and to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **AA. INTERNATIONAL BOYCOTT**

(Applicable to contracts in excess of \$10,000):

The Consultant certifies that neither it nor any substantially-owned affiliated company is participating or shall participate in an international boycott in violation of the provisions of the U.S. Export Administration Act of 1979 or the regulations of the U.S. Department of Commerce promulgated under that Act. The Consultant makes the certification set forth in Section 5 of the International Anti-Boycott Certification Act.

## **BB. NON-APPROPRIATION CLAUSE**

Obligations of the State will cease immediately without penalty or further payment being required in any fiscal year the Illinois General Assembly fails to appropriate or otherwise make available sufficient funds for payment of this Agreement.

## **CC. DEBT CERTIFICATION**

The Consultant certifies that it, or any affiliate, is not barred from being awarded a contract under 30 ILCS 500/50-11 and 50-12. The Consultant further acknowledges that the contracting State agency may declare the contract void if the preceding certification is false or if the contractor, or any affiliate, is determined to be delinquent in the payment of *any* debt to the State during the term of the contract.

#### **DD. GOODS FROM CHILD LABOR ACT**

The Consultant certifies in accordance with Public Act 94-0264 that no foreign made equipment, materials, or supplies furnished to the State under the contract have been produced in whole or in part by the labor of any child under the age of 12.

#### **EE. QUALIFICATION BASED SELECTION ACT**

(Reference: 49 CFR Part 18.36; FAA Order 5100.38; FAA AC 150/5100-14 (latest))

The parties hereby certify that there was compliance with the provisions of the State of Illinois' Architectural, Engineering and Land Surveying Qualifications Based Selection Act, Chapter 30 ILCS 535 in the procurement of the services covered by this Agreement.

#### **FF. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION**

(Reference: 49 CFR Part 29; FAA Order 5100.38)

The Consultant certifies, by submission of this proposal or acceptance of this contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. It further agrees by submitting this Agreement that it will include this clause without modification in all lower tier transactions, solicitations, proposals, contracts, and subcontracts. Where the Consultant or any lower tier participant is unable to certify to this statement, it shall attach an explanation to this solicitation/proposal.

#### **GG. RIGHTS TO INVENTIONS**

(Reference: 49 CFR Part 18.36(i)(8); FAA Order 5100.38)

All rights to inventions and materials generated under this contract are subject to regulations issued by the FAA and the Sponsor of the Federal grant under which this contract is executed.

#### **HH. TRADE RESTRICTION CLAUSE**

(Reference: 49 CFR Part 30.13; FAA Order 5100.38)

The Consultant or subconsultant, by submission of an offer and/or execution of a contract, certifies that it:

1. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR);
2. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country on said list, or is owned or controlled directly or indirectly by one or more citizens or nationals of a foreign country on said list;
3. has not procured any product nor subcontracted for the supply of any product for use on the project that is produced in a foreign country on said list.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be awarded to a Consultant or subconsultant who is unable to certify to the above. If the Consultant knowingly procures or subcontracts for the supply of any product or service of a foreign country on said list for use on the project, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract at no cost to the Government.

Further, the Consultant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in each contract and in all lower

tier subcontracts. The Consultant may rely on the certification of a prospective subconsultant unless it has knowledge that the certification is erroneous.

The Consultant shall provide immediate written notice to the sponsor if the Consultant learns that its certification or that of a subconsultant was erroneous when submitted or has become erroneous by reason of changed circumstances. The subconsultant agrees to provide written notice to the contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

This certification is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the Consultant or subconsultant knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Sponsor cancellation of the contract or subcontract for default at no cost to the Government.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

## **II. BREACH OF CONTRACT TERMS**

(Reference: 49 CFR Part 18.36)

Any violation or breach of terms of this contract on the part of the Consultant or their subconsultants may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.



Policies and procedures for procurement of professional services are established in Federal Regulation Title 49 CFR Part 18, Uniform Administrative Requirements for Grants and Cooperative Agreements. The Airport and Airway Improvement Act (AAIA) of 1982, as amended, serves as the enabling legislation. The parties agree that these policies and procedures have been followed.

IN WITNESS WHEREOF, the parties hereto have affixed their hand and seals at

Lake in the Hills, Illinois, this March 28, 2024.  
(city) (date) (year)

ATTEST:

(SEAL)

Village of Lake in the Hills  
(Sponsor Name)

36-6009195  
(Federal Employee's Identification Number)

BY \_\_\_\_\_  
Shannon DuBeau, Village Clerk  
Printed Name & Title

BY \_\_\_\_\_  
Ray Bogdanowski, Village President  
Printed Name & Title

ATTEST:

(SEAL)



CRAWFORD, MURPHY & TILLY, INC.  
(Consultant Name)

37-0844662  
(Federal Employee's Identification Number)

BY [Signature]  
Daniel L. Pape, PE, NI Aviation Group Mgr.  
Printed Name & Title

BY [Signature]  
Douglas J. Klonowski, PE, Vice President  
Printed Name & Title

## LIST OF ATTACHMENTS

<u>ATTACHMENT A / A1</u> –	<b>PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES</b> <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT B / B1</u> –	<b>DESIGN PHASE SERVICES</b> <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT C / C1</u> –	<b>CONSTRUCTION PHASE SERVICES</b> <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT D / D1</u> –	<b>PLANNING AND SPECIAL SERVICES</b> <u>ESTIMATE OF COSTS / SALARY EXPENSES</u>
<u>ATTACHMENT E</u> –	<b>ENGINEERING REPORT (General Guidance)</b>
<u>ATTACHMENT F</u> –	<b>RESIDENT ENGINEER'S DIARY (Standard Format)</b>
<u>ATTACHMENT G</u> –	<b>COST PLUS FIXED PAYMENT INVOICE (Standard Format)</b>
<u>ATTACHMENT H</u> –	<b>LUMP SUM INVOICE (Standard Format)</b>
<u>ATTACHMENT I</u> –	<b>EFFORT DETAIL BREAKDOWN (Standard Format)</b>
<u>ATTACHMENT J</u> –	<b>TESTING SCHEDULE</b>
<u>ATTACHMENT K</u> –	<b>TESTING RATES &amp; COST SUMMARY</b>
<u>ATTACHMENT L</u> –	<b>SUMMARY OF PAYROLL BURDEN AND FRINGE COSTS</b>
<u>ATTACHMENT M</u> –	<b>SUMMARY OF OVERHEAD AND INDIRECT COSTS</b>
<u>ATTACHMENT N</u> –	<b>PROJECT CERTIFICATION</b>
<u>ATTACHMENT O</u> –	<b>DBE FINAL DOCUMENTATION</b>
<u>ATTACHMENT P</u> –	<b>PROJECT SKETCH</b>
<u>ATTACHMENT Q</u> –	<b>PROJECT LETTING SCHEDULE</b>
<u>ATTACHMENT R</u> –	<b>OP&amp;P PROGRAM LETTER</b>
<u>ATTACHMENT S</u> –	<b>CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL / ADMINISTRATIVE EXPENSE RATE LETTER</b>
<u>ATTACHMENT T</u> –	<b>CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS</b>
<u>ATTACHMENT U</u> –	<b>RETAINER AGREEMENT</b>

**ATTACHMENT A**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

**ESTIMATE OF COSTS**

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT A-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging <sup>2,3</sup>	_____
Meals/Per Diem <sup>2,3</sup>	_____
Transportation <sup>2</sup>	_____
Materials & Supplies	_____
Printing	_____
CADD time <sup>4</sup>	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> <sup>5</sup>	_____
5. <u>Outside Services</u>	_____
Lump Sum	
<b>Total Amount Not to Exceed</b>	<b>\$ _____</b>

Estimated cost of total professional design phase services from TIP: \$ \_\_\_\_\_

**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT A-1**

**PRELIMINARY ASSESSMENT AND SCHEMATIC DESIGN PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<b>Total</b>	_____	_____	\$ _____
	(hours)	(average)	(total direct salary costs) (ATTACHMENT A)

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT B**

**DESIGN PHASE SERVICES**

**Lake in the Hills Airport**

**Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)**

**Attachment B**

Preliminary Design and Design Phase

**ESTIMATE OF COSTS**

<u>CATEGORY</u>		<u>AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$4,647.72
2 <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	57.73%	\$2,683.13
3 <u>Direct Nonsalary Expenses</u>	113.03%	\$5,253.32
	Lodging <sup>2,3</sup>	\$ -
	Meals/Per Diem <sup>2,3</sup>	\$ -
	Transportation <sup>2</sup>	\$ 154.00
	Materials & Supplies	\$ -
	Printing	\$ 30.00
	CADD time <sup>4</sup>	\$ -
	Other Costs (Excluding outside Services)	\$ 60.00
4 <u>Fixed Payment</u> <sup>5</sup>		\$1,860.00
5 <u>Outside Services/Subconsultants</u>		\$0.00
	Geotechnical Investigation	\$0.00
	Cost Plus Fixed Payment	\$14,688.17
	<b>Total Amount Not to Exceed</b>	
Or	<b>Use =</b>	\$14,600.00

Estimated Construction Cost: \$ 170,000.00 (ATTACHMENT T)

Attach a sketch labeled ATTACHMENT P in sufficient detail to clearly delineate the proposed areas of work.

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT B-1**

**DESIGN PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>CLASSIFICATION</u>	<u>TIME REQUIRED</u> <u>(HOURS)</u>	<u>HOURLY</u> <u>WAGE</u>	<u>SALARY</u> <u>EXPENSE</u>
PRINCIPAL	0	\$86.00	\$0.00
PROJECT ENGINEER II	32	\$80.97	\$2,591.04
PROJECT ARCHITECT II	0	\$69.94	\$0.00
PROJECT MANAGER II	0	\$74.64	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST II	0	\$80.18	\$0.00
PROJECT STRUCTURAL ENGINEER II	0	\$86.00	\$0.00
PROJECT ENGINEER I	0	\$65.99	\$0.00
PROJECT MANAGER I	0	\$62.51	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	\$68.36	\$0.00
PROJECT STRUCTURAL ENGINEER I	0	\$66.87	\$0.00
SENIOR ENGINEER I	31	\$47.98	\$1,487.38
SENIOR ARCHITECT II	0	\$58.08	\$0.00
TECHNICAL MANAGER II	0	\$54.09	\$0.00
SENIOR PLANNER I	0	\$46.53	\$0.00
GIS SPECIALIST	0	\$45.13	\$0.00
ENVIRONMENTAL SCIENTIST III	0	\$52.83	\$0.00
SENIOR STRUCTURAL ENGINEER II	0	\$58.37	\$0.00
SENIOR STRUCTURAL ENGINEER I	0	\$47.22	\$0.00
ENGINEER I	11	\$36.67	\$403.37
SENIOR ARCHITECT I	0	\$37.50	\$0.00
ENVIRONMENTAL SCIENTIST II	0	\$46.17	\$0.00
STRUCTURAL ENGINEER I	0	\$37.18	\$0.00
PLANNER I	0	\$36.51	\$0.00
ENVIRONMENTAL SCIENTIST I	0	\$33.19	\$0.00
TECHNICAL MANAGER I	0	\$33.54	\$0.00
LAND SURVEYOR	0	\$53.04	\$0.00
SENIOR TECHNICIAN II	3	\$55.31	\$165.93
SENIOR TECHNICIAN I	0	\$46.54	\$0.00
TECHNICIAN II	0	\$38.71	\$0.00
TECHNICIAN I	0	\$30.94	\$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	\$30.24	\$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	\$25.09	\$0.00
		<b>AVERAGE</b>	
<b>TOTAL</b>	<b>77</b>	<b>\$60.36</b>	<b>\$4,647.72</b>

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT B-2**

**Lake in the Hills Airport**

**Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)**

**Attachment B-2**

Preliminary Design and Design Phase  
Estimated Cost Breakdown Items 4, 5, 6 & 7

**Item**

**4 MATERIALS AND SUPPLIES**

Surveying Supplies (paint, lathe, stakes, etc)			\$	-	
Drafting Media			\$	-	
Misc. Equipment and Direct Project Supplies			\$	-	
			<b>Sub-Total</b>		<b>\$ -</b>

**5 TRAVEL**

Travel Reimbursement	200	miles@	\$ 0.670	\$ 134.00	
Vehicle Days	0	days@	\$ 65.00	\$ -	
Other Subsistence & Tolls				\$ 20.00	
			<b>Sub-Total</b>		<b>\$ 154.00</b>
Lodging (Not in Fixed Fee comp.)	0	days @	\$ 100.00	\$ -	\$ -

**6 PRINTING**

Full Size Prints	0	sheets@	\$ 2.40	\$ -	
Photo-copies	150	sheets@	\$ 0.20	\$ 30.00	
			<b>Sub-Total</b>		<b>\$ 30.00</b>

**7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)**

Photos/Developing				\$ -	
Direct Project Shipping Expense				\$ 60.00	
Unassigned Misc Project Direct Expense		Misc.		\$ -	
			<b>Sub-Total</b>		<b>\$ 60.00</b>
					<b>\$ 244.00</b>

**ATTACHMENT B-3**

(Sheet 1 of 3)

**Lake in the Hills Airport**

Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)

**Attachment B-3**

**Cost Estimate of Consultant Services (By Task)**

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Registered Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
<b>Design Phase (Per Section I.B. of Agreement)</b>															
1000	Preliminary Assessment and Schematic Design	24	\$59.37	\$1,424.87	30.66%	0	10	0	0	9	5	0	0	0	0
1100	<b>Preliminary Work Items</b>	13	\$61.47	\$799.06	17.19%	0	6	0	0	5	2	0	0	0	0
1110	1110 Scope Refinement and Project Definition	3	\$55.21	\$165.62	3.56%	0	1	0	0	1	1	0	0	0	0
	1120 Site Visit/Review by Design Team	8	\$64.48	\$515.80	11.10%	0	4	0	0	4	0	0	0	0	0
	1130 Pre-Design Meeting and Preparation	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	1140 Review Record Drawings and Available Data	1	\$36.67	\$36.67	0.79%	0	0	0	0	0	1	0	0	0	0
1200	<b>Surveys/Field Investigations/Verify Existing Cond.</b>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1210 Topo/Cross-Section Survey Field Work	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1220 Office Download of Field Data/Reduce Surveys & Prepare Models	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1300	<b>Prel. Plan Concept Develop (35% Design Report)</b>	9	\$55.21	\$496.86	10.69%	0	3	0	0	3	3	0	0	0	0
	1310 General Scope Refinement Development/Overall Limits	2	\$64.48	\$128.95	2.77%	0	1	0	0	1	0	0	0	0	0
	1311 Pavement History Research and Review	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1312 Sequence of Construction Concepts/Layouts	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1313 Existing Conditions Validation/Review	2	\$42.33	\$84.65	1.82%	0	0	0	0	1	1	0	0	0	0
	1314 Preliminary Typical Sections/Rehab Details	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1315 Prelim. Geometric Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1316 Prelim. Pavement Design and Matl. Selection Detail/Justifications	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1317 Prelim. Profile, Grading Plans and Concept	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1318 Prelim. Drainage Concept, Impacts and Features and Prelim. Pipe Sizing and Route Plans	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1319 Prelim. Lighting/Electrical Design Concept/Scope.	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1320 Miscellaneous Design Features: Fencing, Turfing and Marking Design & Layout	1	\$36.67	\$36.67	0.79%	0	0	0	0	0	1	0	0	0	0
	1321 Utility Impacts, Delineations and Relocations Design Considerations.	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1322 Review and Evaluations of FAA Mods to Standards and Special Considerations	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	1323 Review/Discuss Local Code Conditions/Requirements and Impacts to the Project	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	1324 Exhibits Preparation & Development in Support of Preliminary Design Report	3	\$55.21	\$165.62	3.56%	0	1	0	0	1	1	0	0	0	0
	1325 Agency Coordination/Soils Investigation & Coord. & Discussion of Soils Impact on Design and Construction	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1400	<b>Preliminary Identification &amp; List of Expected Specifications</b>	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
1500	<b>Prel. Opinion of Probable Cost, Quantity Evaluations, Computations and Funding Review; Preliminary Estimate of Time</b>	2	\$64.48	\$128.95	2.77%	0	1	0	0	1	0	0	0	0	0



**ATTACHMENT B-3**

(Sheet 2 of 3)

**Lake in the Hills Airport**

Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)

**Attachment B-3**

**Cost Estimate of Consultant Services (By Task)**

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Registered Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
<b>Design Phase (Per Section I.B. of Agreement)</b>															
2000	Plan and Document Development - Detailed Design (35% to 80% Level)	31	\$57.03	\$1,768.06	38.04%	0	10	-	-	15	5	-	1	-	-
2100	Review and Resolve Prelim Design Issues From Design Report Stage	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	2110 Review 35% Design Report with Owner/IDA/FAA - conference call if needed	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	2120 Resolve Outstanding Issues from 35% Report Review	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
2200	Plan Set/Drawing Development	16	\$55.92	\$894.72	19.25%	0	5	0	0	6	4	0	1	0	0
	2210 Cover/Summary of Quantities/General Items	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2211 Sequence of Construction/Phasing Plan	4	\$58.06	\$232.24	5.00%	0	1	0	0	2	0	0	1	0	0
	2212 Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2213 Utility Plan and Relocation Plan (As necessary)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2214 Proposed Improvement Plan and Geometry Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2215 Typical Sections/Cross Section Develop.	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2216 Pavement Design/Geometry/Paved Shldr. Mods	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2217 Plan and Profile Plan Sheets	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2218 Drainage and Edge Drain Design	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2219 Underdrain Plan and Details	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2220 Grading and Intersection Staking Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2221 PCC Jointing Plan and Details/Transition Details	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2222 Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2223 Earthwork Distribution and Cross Sections	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2224 Restoration and Landscaping Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	2225 Misc Design Elements - Roofing Details (e.g. Marking, Fencing, etc.)	12	\$55.21	\$662.48	14.25%	0	4	0	0	4	4	0	0	0	0
2300	Development of Technical Specifications	10	\$61.18	\$611.76	13.16%	0	4	0	0	6	0	0	0	0	0
2400	Quantity Computations, Development of Opinion of Prob. Cost and Estimate of Contract Time	4	\$45.15	\$180.61	3.89%	0	0	0	0	3	1	0	0	0	0
	2410 Quantity Computations	2	\$42.33	\$84.65	1.82%	0	0	0	0	1	1	0	0	0	0
	2420 Cost Estimate Preparation and Development	1	\$47.98	\$47.98	1.03%	0	0	0	0	1	0	0	0	0	0
	2430 Estimate of Time Preparation and Development	1	\$47.98	\$47.98	1.03%	0	0	0	0	1	0	0	0	0	0
	2440 Prepare DBE Goals and Estimate	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0

**ATTACHMENT B-3**

(Sheet 3 of 3)

**Lake in the Hills Airport**

Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)

**Attachment B-3**

**Cost Estimate of Consultant Services (By Task)**

Phase #	Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Project Engineer I	Senior Engineer I	Engineer I	Registered Land Surveyor	Senior Technician II	Senior Technician I	Project Administrative Assistant
<b>Design Phase (Per Section I.B. of Agreement)</b>															
3000	Plan and Document Development - Final Design (80% - 100%)	15	\$81.40	\$920.99	19.82%	0	6	0	0	6	1	0	2	0	0
3100	Review and Resolve Prelim Design Issues From	2	\$80.97	\$161.94	3.48%	0	2	0	0	0	0	0	0	0	0
	3110 Review of 80% Design Documents with IDA/FAA	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	3120 Comment Resolution From Agency 80% Review	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
3200	Development of Final Issued for Bid Set of Plans	7	\$57.88	\$405.19	8.72%	0	2	0	0	2	1	0	2	0	0
	3210 Cover/Summary of Quantities/General Items	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3211 Sequence of Construction/Phasing Plan	2	\$51.65	\$103.29	2.22%	0	0	0	0	1	0	0	1	0	0
	3212 Existing Conditions/Prop Removal/Pavement Rehab. Details/SWPPP	0	#DIV/0!	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3213 Utility Plan and Relocation Plan (As necessary)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3214 Proposed Improvement Plan and Geometry Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3215 Typical Sections/Cross Section Develop.	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3216 Pavement Design/Geometry/Paved Shldr. Mods	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3217 Plan and Profile Plan Sheets	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3218 Drainage and Edge Drain Design	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3219 Underdrain Plan and Details	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3220 Grading and Intersection Staking Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3221 PCC Jointing Plan and Details/Transition Details	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3222 Edge Lighting/Apron Lighting Design/Electrical Design/Vault Improvements	1	\$55.31	\$55.31	1.19%	0	0	0	0	0	0	0	1	0	0
	3223 Earthwork Distribution and Cross Sections	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3224 Restoration and Landscaping Plan	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3225 Misc Design Elements - Roofing Elements (e.g. Marking, Fencing, etc.)	4	\$61.65	\$246.59	5.31%	0	2	0	0	1	1	0	0	0	0
3300	Revisions to Technical Specifications based on Comment Resolution - Prepare IFB Specs	4	\$64.48	\$257.90	5.55%	0	2	0	0	2	0	0	0	0	0
3400	Revisions to Quantity Computations, Final Rev. of Opinion of Prob. Cost and Estimate of Contract	2	\$47.98	\$95.96	2.06%	0	0	0	0	2	0	0	0	0	0
	3410 Quantity Computations	1	\$47.98	\$47.98	1.03%	0	0	0	0	1	0	0	0	0	0
	3420 Cost Estimate Preparation and Development	1	\$47.98	\$47.98	1.03%	0	0	0	0	1	0	0	0	0	0
	3430 Estimate of Time Preparation and Development	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	3440 Prepare DBE Goals and Estimate	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4000	General Overall Project Related Tasks	7	\$76.26	\$533.80	11.49%	0	6	0	0	1	0	0	0	0	0
4100	Quality Control and Constructability Reviews	2	\$80.97	\$161.94	3.48%	0	2	0	0	0	0	0	0	0	0
	4110 Prepare QC Plan	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	4120 Complete QAP Reviews and Follow-up	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	4130 Complete Constructability Reviews (at 80% and 100%)	0	#DIV/0!	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
4200	Project Management and Meetings	2	\$80.97	\$161.94	3.48%	0	2	0	0	0	0	0	0	0	0
	4210 Project Review and Coordination Meetings with the Owner, IDA and FAA (Est. (1) of Mtgs @ X 1 Hours/Ea.) (Identify: Prelim. Design, Design Mtgs at 80% & 100%) - via conf. call if needed	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
	4220 Project Coordination Meetings with Agencies including Permitting Authorities and Subconsultants (Est.-2 of Mtgs @ 1-Hours/Ea.)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	4230 Internal Project Design Meetings and Coordination (Est. 0 of Mtgs @ 1 Hours/Ea.)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	4240 Project Management and Coord. of Design Team and Subconsultants	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
4300	Post Design Phase - Pre-Bid and Bidding	2	\$64.48	\$128.95	2.77%	0	1	0	0	1	0	0	0	0	0
	4310 Pre-bid meeting, Preparation & Attendance	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
	4320 Miscellaneous bidding Phase; addenda; respond to questions during bidding; analysis of bids; etc.	2	\$64.48	\$128.95	2.77%	0	1	0	0	1	0	0	0	0	0
4400	Project Design Closeout and Archive	1	\$80.97	\$80.97	1.74%	0	1	0	0	0	0	0	0	0	0
<b>Totals</b>		<b>77</b>	<b>\$60.36</b>	<b>\$4,647.72</b>	<b>100.00%</b>	<b>0</b>	<b>32</b>	<b>-</b>	<b>-</b>	<b>31</b>	<b>11</b>	<b>-</b>	<b>3</b>	<b>-</b>	<b>-</b>

**ATTACHMENT C**  
**CONSTRUCTION PHASE SERVICES**  
ESTIMATE OF COSTS

<u>Category</u>	<u>Amount (\$)</u>
1. <u>Direct Salary Costs</u>	_____ (ATTACHMENT C-1)
2. <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	_____
3. <u>Direct Nonsalary Expenses</u>	
Lodging <sup>2,3</sup>	_____
Meals/Per Diem <sup>2,3</sup>	_____
Transportation <sup>2</sup>	_____
Materials & Supplies	_____
Printing	_____
CADD time <sup>4</sup>	_____
Other Costs (excluding outside services)	_____
4. <u>Fixed Payment</u> <sup>5</sup>	_____
5. <u>Outside Services</u>	_____
Cost Plus Fixed Payment	
<b>Total Amount Not to Exceed</b>	<b>\$</b> _____
OR	
Lump Sum	
<b>Total Amount Not to Exceed</b>	<b>\$</b> _____

NOTES:

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%) x [Direct Salary Costs + (OH&B) x (Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT C-1**

**CONSTRUCTION PHASE SERVICES**

**ESTIMATE OF SALARY EXPENSES**

Classification*	Hours	\$Rate/Hour	Cost (\$)
Principal	_____	_____	_____
Vice Principal	_____	_____	_____
Project Manager	_____	_____	_____
Senior Project Engineer	_____	_____	_____
Senior Project Architect	_____	_____	_____
Project Engineer	_____	_____	_____
Project Architect	_____	_____	_____
Senior Engineer	_____	_____	_____
Senior Architect	_____	_____	_____
Engineer	_____	_____	_____
Planner	_____	_____	_____
Registered Land Surveyor	_____	_____	_____
Land Surveyor	_____	_____	_____
Senior Engineering Technician	_____	_____	_____
Engineering Technician	_____	_____	_____
Engineering Assistant	_____	_____	_____
CADD/Draftsman/Technician	_____	_____	_____
Clerical	_____	_____	_____
<b>Total</b>	_____	_____	_____
	(hours)	(average)	\$ (total direct salary costs) (ATTACHMENT D)

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT D**

**PLANNING AND SPECIAL SERVICES**

**Lake in the Hills Airport**

**Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)**

**Attachment D**

**Planning and Special Services**

**ESTIMATE OF COSTS**

<u>CATEGORY</u>		<u>AMOUNT</u>
1 <u>Direct Salary Costs</u>		\$1,748.42
2 <u>Labor and General and Administrative Overhead</u> <sup>1</sup>	57.73%	\$1,009.36
3 <u>Direct Nonsalary Expenses</u>	113.03%	\$1,976.24
Lodging <sup>2,3</sup>		\$ -
Meals/Per Diem <sup>2,3</sup>		\$ -
Transportation <sup>2</sup>		\$ -
Materials & Supplies		\$ -
Printing		\$ -
CADD time <sup>4</sup>		\$ -
Other Costs (Excluding outside Services)		\$ -
4 <u>Fixed Payment</u> <sup>5</sup>		\$680.00
5 <u>Outside Services/Subconsultants</u>		\$0.00
	Cost Plus Fixed Payment	
	<b>Total Amount Not to Exceed</b>	\$5,414.02
Or	<b>Use =</b>	\$5,400.00

**NOTES:**

- 1/ A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.
- 2/ Current approved rates established by State of Illinois - Governors Travel Control Board.
- 3/ Shall not be used in calculation of fixed payment amount.
- 4/ Maximum CADD rate shall be \$15.00/hour.
- 5/ Fixed Payment (Profit) = (14.5%)x[Direct Salary Costs + (OH&B)x(Direct Salary Costs) + Transportation + Materials & Supplies + Printing + CADD time + Other Costs (excluding outside services)].

**ATTACHMENT D-1**

**PLANNING AND SPECIAL SERVICES**

**ESTIMATE OF SALARY EXPENSES**

<u>CLASSIFICATION</u>	<u>TIME REQUIRED</u> <u>(HOURS)</u>	<u>HOURLY</u> <u>WAGE</u>	<u>SALARY</u> <u>EXPENSE</u>
PRINCIPAL	0	\$86.00	\$0.00
PROJECT ENGINEER II	8	\$80.97	\$647.76
PROJECT ARCHITECT II	0	\$69.94	\$0.00
PROJECT MANAGER II	0	\$74.64	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST II	0	\$80.18	\$0.00
PROJECT STRUCTURAL ENGINEER II	0	\$86.00	\$0.00
PROJECT ENGINEER I	0	\$65.99	\$0.00
PROJECT MANAGER I	0	\$62.51	\$0.00
PROJECT ENVIRONMENTAL SCIENTIST I	0	\$68.36	\$0.00
PROJECT STRUCTURAL ENGINEER I	0	\$66.87	\$0.00
SENIOR ENGINEER I	3	\$47.98	\$143.94
SENIOR ARCHITECT II	0	\$58.08	\$0.00
TECHNICAL MANAGER II	0	\$54.09	\$0.00
SENIOR PLANNER I	8	\$46.53	\$372.24
GIS SPECIALIST	0	\$45.13	\$0.00
ENVIRONMENTAL SCIENTIST III	0	\$52.83	\$0.00
SENIOR STRUCTURAL ENGINEER II	0	\$58.37	\$0.00
SENIOR STRUCTURAL ENGINEER I	0	\$47.22	\$0.00
ENGINEER I	2	\$36.67	\$73.34
SENIOR ARCHITECT I	0	\$37.50	\$0.00
ENVIRONMENTAL SCIENTIST II	0	\$46.17	\$0.00
STRUCTURAL ENGINEER I	0	\$37.18	\$0.00
PLANNER I	14	\$36.51	\$511.14
ENVIRONMENTAL SCIENTIST I	0	\$33.19	\$0.00
TECHNICAL MANAGER I	0	\$33.54	\$0.00
LAND SURVEYOR	0	\$53.04	\$0.00
SENIOR TECHNICIAN II	0	\$55.31	\$0.00
SENIOR TECHNICIAN I	0	\$46.54	\$0.00
TECHNICIAN II	0	\$38.71	\$0.00
TECHNICIAN I	0	\$30.94	\$0.00
PROJECT ADMINISTRATIVE ASSISTANT	0	\$30.24	\$0.00
ADMINISTRATIVE/ACCOUNTING ASSISTANT	0	\$25.09	\$0.00
		<b>AVERAGE</b>	
<b>TOTAL</b>	<b>35</b>	<b>\$49.95</b>	<b>\$1,748.42</b>

\*Classifications may be adjusted as per Consultant's work force.

**ATTACHMENT D-2**

**PLANNING AND SPECIAL SERVICES**

**Lake in the Hills Airport**

**Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)**

**Attachment D-2**

Planning and Special Services Phase  
Estimated Cost Breakdown Items 4, 5, 6 & 7

**Item**

**4 MATERIALS AND SUPPLIES**

Surveying Supplies (paint, lathe, stakes, etc)			\$	-
Drafting Media			\$	-
Misc. Equipment and Direct Project Supplies			\$	-
		<b>Sub-Total</b>		<b>\$ -</b>

**5 TRAVEL**

Travel Reimbursement	0 miles@	\$ 0.67	\$	-
Vehicle Days	0 days@	\$ 65.00	\$	-
Other Subsistence & Tolls			\$	-
		<b>Sub-Total</b>		<b>\$ -</b>

**6 PRINTING**

Full Size Prints	sheets@	\$ 2.40	\$	-
Photo-copies	sheets@	\$ 0.20	\$	-
		<b>Sub-Total</b>		<b>\$ -</b>

**7 OTHER COSTS (EXCLUDING OUTSIDE SERVICES)**

Photos/Developing			\$	-
Direct Project Shipping Expense			\$	-
Unassigned Misc Project Direct Expense			\$	-
		<b>Sub-Total</b>		<b>\$ -</b>

**\$ -**

**ATTACHMENT D-3**

**PLANNING AND SPECIAL SERVICES**

**Lake in the Hills Airport**

Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)

**Attachment D-3 - Planning and Special Services Phase Engineering  
Cost Estimate of Consultant Services (By Task)**

Element of Work	Hours	Ave Hourly Rate	Total Direct Labor	% of Total Labor	Principal	Project Engineer II	Project Manager II	Senior Engineer I	Senior Planner I	Engineer I	Environmental Scientist II	Planner I	Senior Technician II	Project Administrative Assistant
<b>Planning and Special Services Phase</b>														
8049 Section 163 Determination	7	\$50.64	\$354.51	20.28%	0	2	0	0	1	0	0	4	0	0
8050 NEPA Clearance	14	\$46.44	\$650.16	37.19%	0	2	0	0	5	0	0	7	0	0
8051 Section 4(f), Endangered Species, Other Resources, Community Disruption, Environmental Justice, Surface Transportation, Noise, Air Quality, Water Quality, Hazardous Material, Light Emissions)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8052 Exhibits for Environmental Clearance (Wetlands, Flood Maps, etc.)	2	\$36.51	\$73.02	4.18%	0	0	0	0	0	0	0	2	0	0
8053 Complete Environmental Documentation for Submittal	5	\$49.41	\$247.05	14.13%	0	1	0	0	2	0	0	2	0	0
8054 Project Description	1	\$46.53	\$46.53	2.66%	0	0	0	0	1	0	0	0	0	0
8055 ESR Request	4	\$41.52	\$166.08	9.50%	0	0	0	0	2	0	0	2	0	0
8056 Impact Category Checklist	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8057 Public Hearing (if requested)	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8058 Review and FAA/IDA Coordination	2	\$58.74	\$117.48	6.72%	0	1	0	0	0	0	0	1	0	0
8060 Airspace Documents/Exhibits	12	\$48.48	\$581.81	33.28%	0	2	0	3	2	2	0	3	0	0
8080 ALP Update	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
8090 Project Management	2	\$80.97	\$161.94	9.26%	0	2	0	0	0	0	0	0	0	0
8091 Project Management	2	\$80.97	\$161.94	9.26%	0	2	0	0	0	0	0	0	0	0
8092 FAA Deliverable Review Coordination	0	\$0.00	\$0.00	0.00%	0	0	0	0	0	0	0	0	0	0
<b>Totals</b>	<b>35</b>	<b>\$49.95</b>	<b>\$1,748.42</b>	<b>100.00%</b>	<b>0</b>	<b>8</b>	<b>0</b>	<b>3</b>	<b>8</b>	<b>2</b>	<b>0</b>	<b>14</b>	<b>0</b>	<b>0</b>



## ATTACHMENT E

### **ENGINEERING REPORT (General Guidance)**

The Engineering Report is to be prepared by the Consultant and submitted to the Sponsor and/or Department, if possible, prior to starting Plans and Specifications. The Report shall include, at a minimum, a discussion of the following elements which are applicable and any other elements deemed necessary by the Department:

1. Introduction, project overview and consistency with approved ALP, justification, scope, authorization, funding, required environmental actions and schedule.
2. Investigations and evaluations, including pavement history, PCI information, topographic survey data, soil sampling and testing, boring logs, CBR test results, subgrade stabilization considerations, and seasonal frost issues.
3. Pavement design considerations, including pavement types and/or alternates; any unusual design and reasons therefore, selection of design CBR value, traffic distribution, and reported pavement strength.
4. Rehabilitation, strengthening and/or overlay work shall be detailed as to the type of work required, including existing pavement conditions, material selection considerations, thickness design and economic analysis.
5. Construction features which vary from FAA criteria should be identified including the problem(s) facts, alternative solutions, and/ or desired solution. Is the desired solution the most economical?
6. Items such as materials sources, soils, drainage, water for construction, cost of land vs. development, contractor resources, available finances, and stage development. The report should say how these factors affected the decisions made by the Consultant in the design.
7. Explanation of drainage design criteria including explanation of drainage districts data INPUT and off-site drainage impact on design. Include drainage calculations and modeling.
8. Special considerations for local circumstances such as available material, equipment, contractors, and airport sponsored events.
9. Consultant's choice of options for the lighting design; similar explanation of choices made for the drainage, fencing, turfing and marking, including decisions regarding cover crop seeding.
10. Approach conditions which will result from proposed work and comparison with FAA criteria.
11. Analysis of potential RSA determination (if applicable).
12. Development of PCN for runway strengthening and rehabilitation projects.
13. Description of non-AIP work and quantity separation from AIP eligible items.
14. Identify work to be done by others such as utility companies and airports sponsor forces.
15. The Consultant's preliminary estimate of construction costs, fees and expenses shall be included.
16. A discussion of project safety concerns (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction) shall be included.
17. A discussion of project phasing / sequencing and estimate of construction calendar days shall be included.

**ATTACHMENT F**



**Illinois Department  
of Transportation**

**Resident Engineer's Diary**

Airport: \_\_\_\_\_ Date: \_\_\_\_\_

Contractor: \_\_\_\_\_ IL Project No.: \_\_\_\_\_ AIP Project \_\_\_\_\_

Temperature \_\_\_\_\_ Wind: \_\_\_\_\_ Weather Conditions: \_\_\_\_\_

Status:  Active  Suspended Jobsite Conditions:  Workable  Non-workable

**Controlling Item:** \_\_\_\_\_

**Workforce**

Consultant (# of people, hours): \_\_\_\_\_

Contractor (# of people, equipment, hours):

**Daily Work**

Pay items / General Location:

Instructions to Contractor / Unusual Events:

Verbal Approvals (official & item): \_\_\_\_\_

Additional Work (change order, etc.): \_\_\_\_\_

Official Visitors: \_\_\_\_\_

**Materials Deliveries (material, quantity, quality) / Testing (test, location, corrective action):**

**Other:**

Calendar Days: \_\_\_\_\_ Awarded \_\_\_\_\_ DBE Onsite? (yes or no)  
Charged \_\_\_\_\_ Own forces used? (yes or no)  
Remaining \_\_\_\_\_ Own equipment used? (yes or no)

Submitted \_\_\_\_\_ Firm: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTACHMENT G**

**COST PLUS FIXED PAYMENT INVOICE (Standard Format)**

To: \_\_\_\_\_, Chief Engineer  
Illinois Department of Transportation  
Division of Aeronautics  
Abraham Lincoln Capital Airport  
1 Langhorne Bond Drive  
Springfield, IL 62707-8415

From (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Invoice # \_\_\_\_\_ Date: \_\_\_\_\_  
[ ] Partial [ ] Final

Attn: \_\_\_\_\_, Section Chief

Airport: \_\_\_\_\_ Municipality: \_\_\_\_\_, IL  
Illinois Project No. \_\_\_\_\_ Federal Project No. \_\_\_\_\_  
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): \_\_\_\_\_  
Per A/E Agreement/Amendment dated: \_\_\_\_\_

**Services (Check only those services pertaining to invoice):**

- |  |  |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase                                      | <input type="checkbox"/> Other ( )                     |
| <input type="checkbox"/> Construction Phase                                | <input type="checkbox"/> Amendment(s)                  |

**Service Dates:** For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

<u>Period</u>	<u>To Date</u>	<u>Billing</u>
(1) Direct Salaries .....	\$ _____	\$ _____
Include all information per ATTACHMENT I (EFFORT DETAIL BREAKDOWN)		
(2) Labor and General and Administrative Overhead ( _____ %)	\$ _____	\$ _____
(3) Direct Non-Salary Expenses (OT Premium) .....	\$ _____	\$ _____
Support documentation must accompany all payment requests of direct non-salary expenses.		
(4) Profit – (Fixed Payment \$ _____ x _____ % Complete) .....	\$ _____	\$ _____
(5) SUBTOTAL (1) – (4) .....	\$ _____	\$ _____
(6) Outside Services .....	\$ _____	\$ _____

TOTAL AMOUNT EARNED TO DATE: (5) + (6) .....

Maximum Payable (per Engineering Agreement) .....

Estimated total cost to complete project (for billings after 50%) .....

Less Total Amount(s) Previously Invoiced .....

PAYMENT DUE THIS INVOICE .....

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: \_\_\_\_\_  
Printed Name and Title

Department Approval  
By: \_\_\_\_\_  
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.

**ATTACHMENT H**

**LUMP SUM INVOICE (Standard Format)**

To: \_\_\_\_\_, Chief Engineer  
Illinois Department of Transportation  
Division of Aeronautics  
Abraham Lincoln Capital Airport  
1 Langhorne Bond Drive  
Springfield, IL 62707-8415

From (Firm): \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_  
Invoice # \_\_\_\_\_ Date: \_\_\_\_\_  
[ ] Partial [ ] Final

Attn: \_\_\_\_\_, Section Chief

Airport: \_\_\_\_\_ Municipality: \_\_\_\_\_, IL  
Illinois Project No. \_\_\_\_\_ Federal Project No. \_\_\_\_\_  
Notice to Proceed Date (OP&P Program Letter or Sponsor Authorization): \_\_\_\_\_  
Per A/E Agreement/Amendment dated: \_\_\_\_\_

**Services (Check only those services pertaining to invoice):**

- |  |  |
|--|--|
| <input type="checkbox"/> Preliminary Assessment and Schematic Design Phase | <input type="checkbox"/> Planning and Special Services |
| <input type="checkbox"/> Design Phase                                      | <input type="checkbox"/> Other ( )                     |
| <input type="checkbox"/> Construction Phase                                | <input type="checkbox"/> Amendment(s)                  |

**Service Dates:**

For Services Rendered From (date): \_\_\_\_\_ To (date): \_\_\_\_\_

- (1) Lump Sum (LS) Fee (or Maximum Payable per Engineering Agreement).. \$ \_\_\_\_\_
- (2) Percent of Work Complete: \_\_\_\_\_ %
- (3) Fee Earned to Date: (LS \$ \_\_\_\_\_ x \_\_\_\_\_ % Complete)..... \$ \_\_\_\_\_
- (4) Less Total Amount(s) Previously Invoiced..... \$ \_\_\_\_\_
- (5) PAYMENT DUE THIS INVOICE..... \$ \_\_\_\_\_

I certify that to the best of my knowledge, the percent of work shown as complete on this Invoice is correct.

By: \_\_\_\_\_  
Printed Name and Title

Department Approval

By: \_\_\_\_\_  
Printed Name and Title

NOTE: This format is for general information. The Consultant's format containing essential data may be acceptable.



**ATTACHMENT J**

**TESTING SCHEDULE – (N/A)**

Testing Schedule - anticipated for the Preliminary Assessment and Schematic Design, Design and Construction phases of the project. See subconsultant work scope

Description	Approximate Number
ASTM D 421, Particle Size Analysis	
ASTM D 2217	
ASTM C 422	
ASTM D 698, Moisture-Density Relations of Soil	
ASTM D 1557	
ASTM D 427, Shrinkage Factors of Soil	
ASTM D 2434, Permeability of Granular Soils	
AASHTO T 194, Determination of Organic Materials in Soils by Wet Combustion	
ASTM D 1883, Bearing Ratio of Laboratory Compacted Soil	
AASHTO T 222, Modulus of Soil Reaction	
ASTM D 2487, Soil Classification "Unified System"	
ASTM D 2113, Soil Borings	
ASTM C 207, Hydrated Lime	
ASTM C 131, Abrasion	
ASTM C 88, Soundness	
ASTM D 946, Penetration	
ASTM D 3381, Viscosity	
ASTM D 1559, Marshall Method	
ASTM C 136, Gradation	
ASTM D 2172, Extraction and Gradation	
ASTM D 2726, Bulk Specific Gravity	
ASTM D 2041, Maximum Theoretical Specific Gravity	
ASTM D 2950, Nuclear Density	
ASTM C 117 Washed Aggregate Sample	
ASTM D 4318, Liquid Limit, Plastic Limit, Plasticity Index	
ASTM C 127, Absorption and Specific Gravity	
ASTM C 128	
ASTM C 566, Moisture Content	
ASTM C 31, PCC Test Cylinders	
ASTM C 141, Slump	
ASTM C 231, Air Content	
ASTM C 78, Flexural Strength	
ASTM C 138, Yield, Cement Content	
ASTM D 412, Rubber in Tension	
ASTM D 1664, Striping Test	

The testing form shall be adjusted to the specific project. The consultant shall not assume IDOT will provide any testing and inspections. Payment for these services shall be at the rates established in ATTACHMENT K. - TESTING RATES & COST SUMMARY.



**ATTACHMENT L (Optional)**

**SUMMARY OF PAYROLL BURDEN AND FIXED COSTS**

	<u>% of Direct Productive Payroll</u>
Federal Insurance Contributions Act	_____
State Unemployment Compensation	_____
Federal Unemployment Compensation	_____
Workmen's Compensation Insurance	_____
Paid Holidays, Vacation, Sick Leave	_____
Bonus	_____
Pension	_____
Group Insurance	_____
TOTAL PAYROLL BURDEN & FRINGE COSTS	_____ %

**NOTE:**

A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.



**ATTACHMENT M (Required)**

**SUMMARY OF OVERHEAD AND INDIRECT COSTS**

**CRAWFORD, MURPHY & TILLY, INC.  
SUMMARY OF INDIRECT OVERHEAD COST  
AUDITED CALENDAR YEAR 2022  
AND PROVISIONAL 2022/2023**

CMT ACCOUNT NUMBER	ACCOUNT NAME	% OF DIRECT LABOR COSTS
<b><u>PAYROLL BURDEN AND FRINGE BENEFITS</u></b>		
6151	FICA Tax	12.19%
6102, 6103, 6170	Paid Time Off (Vacation, Holidays and Sick Leave)	17.60%
6154, 6156, 6158	Group Medical, Life, Workers Comp, Disability and Unemployment Insurance	18.02%
6159, 6160	Employee Retirement Plan Contributions	<u>9.92%</u> <u>57.73%</u>
<b><u>GENERAL &amp; ADMINISTRATIVE OVERHEAD EXPENSE</u></b>		
6104-6120	Indirect Salaries - Not Allocable to Projects	68.30%
6222, 6264	Miscellaneous Taxes	1.02%
6231	Professional Fees	2.98%
6251	Rent	10.30%
6252	Utilities	0.74%
6271	Telephone & Data	1.75%
6253-6254	Maintenance, Repairs & Supplies	1.62%
6261-6265	Office Supplies, Shipping & Reproduction	0.81%
6281, 6284	Seminars, Registration & Education	1.72%
6291,92,95,6321-23	Travel & Vehicle Expense	2.93%
6331, 6332	Business Insurance	3.13%
6351,52,61,62,69	Equipment Expense, Repairs & Maintenance	1.35%
6366, 6367, 6368	Computer Expense & Supplies	12.14%
6371,6372,6381,6382	Maps, Reference Books, Engineering & Survey Supplies	0.56%
6401+COFC	Depreciation & Cost of Facilities Capital (0.33%)	<u>3.68%</u> <u>113.03%</u>
<b>TOTAL OVERHEAD</b>		<u><u>170.76%</u></u>

NOTE: A letter from IDOT with approval or provisional payroll burden / fringe and general / administrative expense rates must be attached (ATTACHMENT S) for verification of rates.

**ATTACHMENT N**

**PROJECT CERTIFICATION**

Airport: \_\_\_\_\_ Letting Date: \_\_\_\_\_  
IL Project No.: \_\_\_\_\_  
Federal Project No.: \_\_\_\_\_  
Contract No: \_\_\_\_\_

Project Description: \_\_\_\_\_

---

Pursuant to Federal Aviation Regulations, Part 152, as amended, and as a condition to receiving any Federal and/or State financial assistance through a Grant Offer from the FAA and/or the State of Illinois - Department of Transportation for the proposed airport development project, it is hereby represented, to the best of our knowledge, information, and belief that:

1. The Consultant has been selected to provide the necessary professional services for the project described herein and identified in the Professional Services Request For Qualifications (RFQ).  
Selection Date (Required): \_\_\_\_\_ Copy of Retainer attached (ATTACHMENT U).
2. Project is clearly delineated on the currently approved Airport Layout Plan.  
Approval Date (Required): \_\_\_\_\_
3. Project is environmentally cleared.  CatEx  EA  EIS  FONSI  
Approval Date (Required): \_\_\_\_\_
4. All Corps/EPA permits and other regulatory agency reviews/approvals/mitigation have been satisfied and there are no known encumbrances to the completion of the project.  
 Yes  No.
5. Plans were prepared in accordance with FAA approved standards and advisory circulars; and, the specifications were prepared in accordance with the FAA approved *Illinois Standard Specifications For Construction Of Airports*, along with the Division of Aeronautics' most current Policy Memorandums and "Handout" Specifications, except as noted by attached Modification of Standards (MOS) which has been addressed and justified in the engineering report and submitted to and approved by the FAA and Engineer of Design.  Yes  No.  
Approval Date of MOS (If applicable): \_\_\_\_\_
6. The design conforms to the approved project scope.  Yes  No.
7. Provisions have been included for safety during construction (per guidance explained in FAA AC 150/5370-2F (or current) Operational Safety on Airports during Construction).  Yes  No.
8. The plans, special provisions and quantities have been thoroughly checked in accordance with best management practices by the Consultant for accuracy and consistency, and are in conformance with AC 150/5300-13 (latest edition). All contract deliverables referenced in Section I.F. DELIVERABLES have been submitted, received and determined acceptable.  
 Yes  No.

Date \_\_\_\_\_ By: \_\_\_\_\_  
Design Engineer (Consultant)

Date \_\_\_\_\_ By: \_\_\_\_\_  
Sponsor

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Department Design Engineer

Date \_\_\_\_\_ By: \_\_\_\_\_ P.E.  
Engineer of Design

**ATTACHMENT O**

**DBE FINAL DOCUMENTATION**



**Prime Consultant**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_

**Subject**

Airport \_\_\_\_\_  
 Illinois Project No. \_\_\_\_\_  
 Federal Project No. \_\_\_\_\_

**DBE Subconsultant**

Name \_\_\_\_\_  
 Address \_\_\_\_\_  
 Telephone \_\_\_\_\_

**Contract Amounts**

Consultant Contract Amount \_\_\_\_\_  
 DBE Contract Amount \_\_\_\_\_  
 DBE Participation (%) \_\_\_\_\_

This documentation verifies the services provided and the amount paid to the DBE Subconsultant on the above captioned contract. The undersigned certifies that the services reported herein were executed by the DBE, that the DBE actually provided the services and that the services reported herein conform to the services reported in the approved Professional Services Agreement together with any amendments approved by the Sponsor and/or Division as applicable.

Description of Service Provided	Contract Amount	Amount Paid	Difference (+/-)
1.			
2.			
3.			
4.			
5.			
6.			
<b>Totals</b>			

DBE Contract amount has been met or exceeded [  ] Yes [  ] No (*check one*).

DBE Contract amount not met – Shortfall \$ \_\_\_\_\_ (*documentation explaining shortfall attached*).

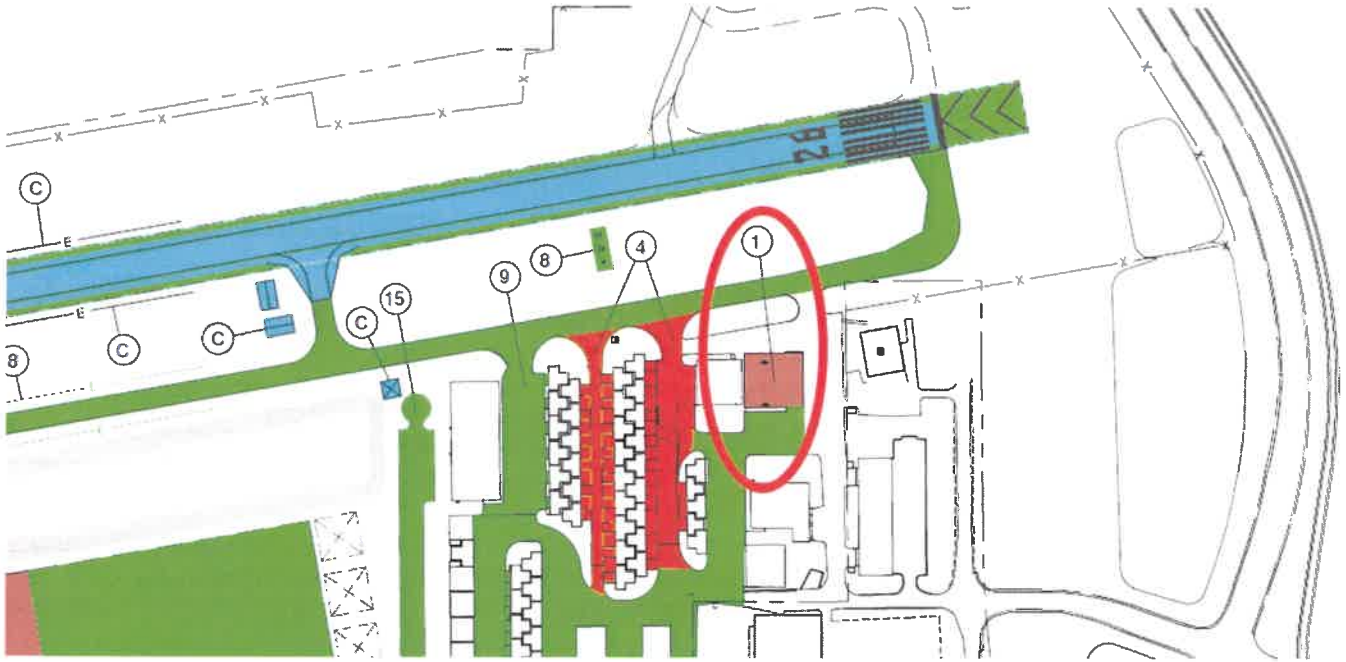
**Prime Consultant**

**DBE Subconsultant**

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date

\_\_\_\_\_  
 Print Name  
 \_\_\_\_\_  
 Title  
 \_\_\_\_\_  
 Signature  
 \_\_\_\_\_  
 Date

**ATTACHMENT P**  
**PROJECT SKETCH**



**ATTACHMENT Q**

**PROJECT LETTING SCHEDULE**

**PRELIMINARY PROJECT SCHEDULE**

The proposed anticipated project schedule is as follows. An updated project schedule will be established at the pre-design conference and included within the Engineering Report. The schedule is contingent upon reasonable response and reviews being provided the consultant prior to each subsequent delivery date.

<u>Schedule Item</u>	<u>Anticipated Duration</u>	<u>Due Date</u>
Pre-Design Meeting	-	July 31, 2023
Engineering Report (35%)	-	April 26, 2024
Agency/Owner Review of Des. Rpt 35% Comments	2 Weeks	May 10, 2024
Develop Preliminary Plans & Specifications (80%)	3 Weeks	May 31, 2024
Agency/Owner Review of 80% Plans Comments	2 Weeks	June 14, 2024
Develop Final Plans & Specifications (100%)	2 Weeks	June 28, 2024
Service Bulletin	3 Weeks	N/A
Letting	-	July 30, 2024
Award Date (LITH Board Meeting)	-	August 8, 2024
Anticipated Start of Work Date	-	September 1, 2024

It is agreed that delays in the consultant receiving agency comments and approvals beyond the review period presented will result in a revised, mutually agreeable schedule for subsequent submittals.

## ATTACHMENT R

### OP&P PROGRAM LETTER



## Illinois Department of Transportation

Office of Planning and Programming  
2300 South Dirksen Parkway / Springfield, Illinois / 62764

March 2, 2023

Mr. Michael Peranich  
Lake in the Hills Airport  
600 Harvest Gate  
Lake in the Hills, IL 60156

Mr. Peranich,

The Illinois Department of Transportation's Airport Improvement Program (AIP) provides funding for projects at airports throughout the state to ensure the continuation of safe and efficient operations at these facilities and maximize opportunities for economic development in Illinois.

The project detailed herein was selected for your airport based on project requests submitted to the Department during the Transportation Improvement Program (TIP) meetings. This program is based on Federal Aviation Administration (FAA) funding levels established in federal legislation. Federal legislation calls for a maximum 90% federal participation. As such, the state and local match will be 5% each for projects which are eligible for state funding. All other federal projects which are not eligible for state funds will require a minimum 10% local match.

Funding for the Illinois AIP is dependent upon receipt of Federal funds and legislative authorization of state appropriations. In addition, proposed development and land acquisition must be shown on an approved and current Airport Layout Plan and Exhibit "A" Property Line Map, have cleared environmental processing, and the land already acquired or have a signed purchase agreement. For projects seeking Federal Discretionary Funds these requirements must be completed, and evidence of completion provided to Aeronautics before a project can be considered for funding.

The Department and the Airport Sponsor hereby specifically agree that they shall pay the above defined percentages of all project costs. Airport sponsors shall be responsible to pay for all planning and design services at time of project letting and seek reimbursement within the project at the time of award. In addition, the GRANTEE shall pay such additional project costs which exceed the sum of the GRANTOR's funds and the Federal funds, as are herein committed for this Project. In the event your project exceeds these budget totals, the Sponsor may elect to pay any additional project costs which exceed the total sum of state and federal funds as planned and programmed to complete the project. If additional funds are deemed necessary post award, an amendment to the Agency Agreement with the Department must be developed and approved by the Department and the FAA before any additional funding may be allocated.

In the event the Illinois General Assembly fails to appropriate funds, or sufficient funds are otherwise not made available for these projects, the Airport Sponsor will be required to pay the state and local costs as itemized below. This will include any amount which exceeds the totals listed.

The Department has programmed the following project for your airport to be included in IDOT's FY 2023 Proposed AIP:

The project "Rehabilitate Aircraft Hangar Roof (8399 Pyott Road)" will be funded as follows:

Federal FY 2022 BIL Funds	\$184,500
State Match	\$10,250
Local Match	\$10,250
<hr/> Total Project Cost	<hr/> \$205,000

If this project is seeking AIP Federal Discretionary Funds from the FAA until such time the funds are received by the Department this project is not guaranteed.

The Office of Intermodal Project Implementation (Aeronautics) letting schedule for construction projects must be strictly followed to ensure projects are advertised and brought to letting in an organized manner. The letting schedule allows for 30 weeks to develop a project from the date of the pre-design meeting to the letting.

To ensure eligibility of professional services for state and federal funding participation, you are required to satisfy the qualifications based selection process and enter into a retainer agreement, or professional services A/E agreement with the consultant of record selected for the project prior to any costs being incurred. This should take place prior to the project initiation/pre-design meeting. Aeronautics will facilitate this process, as well as the initial development and review of fees.

The project contained in this letter is officially programmed for development provided all state and federal requirements have been met. It is now the Airport Sponsor's responsibility to initiate the professional services phase of the project. Please contact Aeronautics, either directly or through your consultant, to schedule a project initiation meeting.

Please initiate this project within 12 months of the date of this letter or this project will no longer be considered programmed. Projects are initiated by scheduling a predesign meeting for design/construction projects or a project initiation meeting for planning and environmental projects.

**ATTACHMENT S**

**CURRENT IDOT PROVISIONAL PAYROLL BURDEN / FRINGE EXPENSE AND GENERAL /  
ADMINISTRATIVE EXPENSE RATE LETTER**



**Illinois Department of Transportation**

2300 South Dr.ksen Parkway / Springfield, Illinois / 62764

October 12, 2023

Subject: PRELIMINARY ENGINEERING  
Consultant Unit  
Prequalification File

Roger Driskell  
CRAWFORD, MURPHY, & TILLY, INC.  
2750 West Washington Street  
Springfield, IL 62702

Dear Roger Driskell,

We have completed our review of your "Statement of Experience and Financial Condition" (SEFC) which you submitted for the fiscal year ending Dec 31, 2022. Your firm's total annual transportation fee capacity will be \$94,400,000.

Your firm's payroll burden and fringe expense rate and general and administrative expense rate totaling 170.76% are approved on a provisional basis. The rate used in agreement negotiations may be verified by our Bureau of Investigations and Compliance in a pre-award audit. Pursuant to 23 CFR 172.11(d), we are providing notification that we will post your company's indirect cost rate to the Federal Highway Administration's Audit Exchange where it may be viewed by auditors from other State Highway Agencies.

Your firm is required to submit an amended SEFC through the Engineering Prequalification & Agreement System (EPAS) to this office to show any additions or deletions of your licensed professional staff or any other key personnel that would affect your firm's prequalification in a particular category. Changes must be submitted within 15 calendar days of the change and be submitted through the Engineering Prequalification and Agreement System (EPAS).

Your firm is prequalified until December 31, 2023. You will be given an additional six months from this date to submit the applicable portions of the "Statement of Experience and Financial Condition" (SEFC) to remain prequalified.

Sincerely,  
Jack Elston, P.E.  
Bureau Chief  
Bureau of Design and Environment



**ATTACHMENT I**

**CONSULTANT'S PRELIMINARY ESTIMATE OF PROBABLE CONSTRUCTION COSTS**



2024 Transportation Improvement Program  
Estimate of Work

GRIT'S 24

<b>Airport Name:</b>	Albertus		
<b>Associated City:</b>	Freeport		
<b>Year Requested:</b>	2024	<b>Sponsor Priority:</b>	1

<b>PROJECT TITLE:</b>	
Rehabilitate Hangar Roof (8399 Pyott)	

Estimate of Work					Potential DBE		
ITEM	QUANTITY		UNIT PRICE		PRICE	\$	%
	#	Unit(s)	\$	Unit			
<b>EXCAVATION</b>							
<b>DRAINAGE</b>							
<b>PAVING</b>							
<b>LIGHTING</b>							
<b>LANDSCAPING</b>							
<b>FENCING</b>							
<b>OTHER / MISC.</b>							
Survey							
Other Specialty Items	1	LS	\$205,000.00	/ LS	\$205,000.00		
Geotechnical Design							
<b>TOTAL COST:</b>							
\$205,000.00							
					<b>Potential DBE</b>		
					\$	%	

**ATTACHMENT U**

**RETAINER AGREEMENT**

**AGREEMENT FOR ENGINEERING SERVICES**

THIS AGREEMENT made at Lake in the Hills, Illinois, this 23rd day of June in the year 2023, by and between the Village of Lake in the Hills (hereinafter referred to as the "Owner"), as Party of the First Part, and Crawford, Murphy & Tilly, Inc. (hereinafter referred to as the "Engineer"), as Party of the Second Part.

WITNESSETH:

WHEREAS, the Owner intends to sponsor the accomplishment of a development program in stages of the public air navigation facilities known as the Lake in the Hills Airport (3CK) located in Latitude 42°12'25" N, Longitude 88°19'23" W, in McHenry County, State of Illinois; and

WHEREAS, the development program shall include projects described as:

1. Preparation of necessary applications and documentation for FAA / IDOT AIP grant funding
2. Design and construction oversight services related to a roof replacement project planned for 8399 Pyott Road
3. Engineering services related to accepting dirt and clean fill on the airport's south side to bring the land up to grade
4. Reconstruct T-hangar taxiway pavements
5. Design and construction of west terminal apron phase 1
6. Rehabilitate Runway 8/26 Phase 4: Widen & construct runway overruns
7. Replace existing Automated Weather Observation System with AWOS III
8. Design and construction of new terminal entrance road to include demolition of existing building
9. Mill and overlay Taxiway A
10. Acquire Jet-A and 100LL fuel trucks
11. Rehabilitate T-hangar taxiway pavements
12. Construct replacement water service
13. Design and construction of perimeter fencing on the east side to include manual and electronic gates and access control.
14. Replace T-hangar roofs
15. Replace LED PAPIs and rehabilitate airport beacon tower

WHEREAS, the Department of Transportation, Division of Aeronautics, State of Illinois, is authorized Agent of the Owner under the proposed development program (it shall be hereinafter referred to as the "Division");

WHEREAS, the Engineer agrees to furnish an executed "Certification of Engineer" and certain professional engineering services enumerated hereinafter, in connection with the aforesaid development project.

NOW, THEREFORE, for and in consideration of the benefits which will accrue to the parties hereto by virtue of this Agreement and the respective covenants herein contained including its preambles, IT IS MUTUALLY COVENANTED AND AGREED as follows:

I. **ENGINEERING SERVICES**

The Engineer agrees to furnish and perform the various professional engineering services required for the preparation of the above referenced construction projects as follows:

(A.) **The Planning Phase**

1. Upon request by the Owner, the Engineer agrees to attend meetings and provide any professional advice, guidance and assistance in planning for the projects



# REQUEST FOR BOARD ACTION

---

**MEETING DATE:** April 23, 2024

**DEPARTMENT:** Parks & Recreation

**SUBJECT:** Selection of NuToys as the Village's Park and Playground Services Provider

## EXECUTIVE SUMMARY

---

To assist with the 2024 playground replacement projects and the playgrounds tentatively scheduled for replacement in 2025, the Parks and Recreation Department issued a Request for Qualifications ("RFQ") for a multi-year agreement for general Parks and Playground services. The department is identifying a new approach to selecting a firm to provide professional services related to planning, improving, and creativity for our parks. The intent is for the selected firm to assist the staff with the following services:

- Playground equipment replacements;
- Park and Playground Equipment Planning with Improvement Recommendations;
- Equipment Design;
- Construction/Installation Services (including removal and disposal of replaced equipment);
- Grant assistance and general assistance with project budgeting for future fiscal years.

On Monday, January 22, 2024, Village Staff released a Request for Qualifications (RFQ) for the project to the Village's Website, a public notice was published in the Northwest Herald, and Village Staff contacted four vendors to notify them of this opportunity. On March 4, 2024 the Village received 7 responses. On the basis of the evaluations, staff developed a short list of the most qualified firms to provide the services outlined in the RFQ and invited 3 firms for interviews. The interview process allowed the 3 firms the opportunity to give a short presentation related to their RFQ response. They also informed staff of the process involved with changing a conceptual design plan, provided information on their internal grant opportunities, and discussed cooperative purchasing programs that they are involved with, which might offer the Village discounted equipment costs.

Through this RFQ process, it was determined that NuToys Leisure Products, Inc. ("NuToys") provides the best overall professional services and turnkey operation to assist the Village's Parks and Recreation Department. NuToys provided an extensive list of communities in the surrounding counties that illustrates their products and services. The interview process allowed staff to learn firsthand of their approach to the RFQ and understand their process for developing their conceptual plans. Their goal was to bring a new look to the parks with updated equipment that meets an all-inclusive approach for the

community. Their conceptual plans align within the Village's budget and their references were highly encouraging. In addition, NuToys facilitated the Playground Equipment Replacement at Ford School Park in 2018 and Village staff were pleased with their services during that replacement project.

## **FINANCIAL IMPACT**

---

NuToys provides project planning assistance that includes site visits, industry knowledge, conceptual ideas, and facilitates projects as part of their playground services at no direct cost to the Village. NuToys is an exclusive local representative for Landscape Structures, who then compensates NuToys for sales of a completed project. The Village would contract directly with Landscape Structures for playground equipment as designed by NuToys for each upcoming project.

## **ATTACHMENTS**

---

1. NuToys Leisure Products, Inc. RFQ Response
2. Conceptual Design Plans supporting RFQ
3. 2024 RFQ Park and Playground Service Results
4. Playground Equipment Replacement Schedule

## **RECOMMENDED MOTION**

---

Motion to select NuToys Leisure Products, Inc., as an exclusive local representative for Landscape Structures, to perform professional services related to parks and playground services.



Box 7075  
Westchester, IL 60154  
708-579-9055  
708-579-0109 (fax)  
1-800-526-6197

March 1, 2024

Randy Splitt  
Village of Lake in the Hills  
Parks and Recreation Director  
600 Harvest Gate  
Lake in the Hills, IL 60156

Re: RFQ for  
Jaycee Park  
Celebration Park

Dear Randy,

We appreciate the opportunity to be included in your Request for Qualifications for the General Parks and Playground services for scheduling during 2024-2028.

Our friendly NuToys' Staff have been supplying outdoor recreation equipment for over 35 years. I have worked at NuToys for 27 years, the first 17 years as an experienced Playground Designer and the last 10 years as a Salesperson who is always excited and eager to help, listen and facilitate the meeting of your need to have the best playgrounds.

We work with only the finest manufacturers who believe as we do in the meeting of the strongest safety and quality standards. We have had the pleasure of working with Hitchcock Design Group on many playgrounds throughout the years.

Please find enclosed information as requested in the "RFQ" as listed.

We look forward to assisting the Village of Lake in The Hills in every way as detailed and beyond.

Sincerely,  
NuToys Leisure Products, Inc.

Michelle Walsh

## RFQ INFORMATION

1. What we can do for you!
  - a. Free planning assistance.
  - b. Site visits and idea concepts to get you started.
  - c. Industry experience and knowledge.
  - d. Assistance with complete project planning.
  - e. Installation, site work, surfacing options.
  - f. Highest quality products
  - g. No cost Playground inspections.
  - h. Detailed product information.

2. Organizational Chart & Key Staff

NuToys Leisure Products:

*Michelle Walsh*, Salesperson with 27 years of experience in all outdoor services and design and very detailed oriented in helping making clients outdoor and playground spaces dreams come to fruition.

*Jen Rivera*, Project Coordinator with 15 years of excellent Customer Service in every situation that arises.

*Janet Folkerts*, Project Coordinator with 28 years of extremely detailed Customer Service with a smile.

*Debby Shapland*, Head Playground Designer with 10 years of preparing unique designs to exceed customers' expectations. Also, known as our "outside of the box" designer with unique designs.

*Trent Marsh*, Co-head Playground Designer with 10 years of preparing fabulous designs to exceed customers' expectations also known as our color specialist. Trent is also our On Staff Landscape Architect.

Ostrander Inc.

Paul Ostrander, is a Certified Landscape Structures Inc playground installer along with being CPSI certified. Paul has been in business for 34 years offering landscaping/construction since inception. Ostrander Construction company began playground installation in 2018, however they did several prior installations as employees of the Huntley Park District as well as numerous volunteer builds. Paul had worked at the Huntley Park District as the Parks and Facilities Director for 32 years and has been a CPSI for 17 years. Services offered pertaining to playgrounds include: excavation/demolition, playground, shelter and shade installation, drainage, concrete border/flatwork, asphalt pathways, Poured in Place patching, site restoration, etc. Ostrander has installed 100+ of Landscape Structures Inc playgrounds throughout the years.

3. Our methodology is quite simple: service, service, service! Our skills begin with listening and creating value fun designs based off your input, while keeping in mind budget, color ideas, creating exceptional fun, value design to attain the most for your site and always exceeding customers timetables. Making sense of Federal Playground Safety Standards and ADA regulations. NuToys has an office support team of 10 specialists to help facilitate in completing our projects in a timely and exceptional manner
4. Our team would be able to relay to any contractor the “scope of work” as detailed above as listed in # 2 Ostrander Inc

#### National Purchasing Contracts

Landscape Structures Inc. currently has National Purchasing Contracts with the following; Sourcewell, Omnia, Tips, HGACBuy, ValuePoint.

#### 5. References:

Jay Zahn  
Director of Parks  
Deerfield Park District  
857-572-2670  
[jay@deerfieldparks.org](mailto:jay@deerfieldparks.org)

Bob Fleck  
Executive Director  
Westmont Park District  
630-969-8080  
[Rfleck@westmontparks.org](mailto:Rfleck@westmontparks.org)

Katie Gock  
Recreation Superintendent  
The Village of Algonquin  
847-658-5719  
[katiegock@algonquin.org](mailto:katiegock@algonquin.org)

George Travnicek  
Director of Parks  
New Lenox Park District  
701 W. Haven Ave.  
New Lenox, IL 60451  
815-485-3584  
[gtravnicek@newlenoxparks.org](mailto:gtravnicek@newlenoxparks.org)

Village of Lake in the Hills  
March 1, 2024  
Page 4 of 5

**NuToys is proud to be the exclusive local representative of:**

Landscape Structures Inc.  
[www.playlsi.com](http://www.playlsi.com)

Surface America  
[www.surfaceamerica.com](http://www.surfaceamerica.com)

Aquatix – Splash Pads  
[www.aquatix.playlsi.com](http://www.aquatix.playlsi.com)

DuMor Site Furnishings  
[www.dumor.com](http://www.dumor.com)

Cedar Forest Products.com  
[www.cedarforestproducts.com](http://www.cedarforestproducts.com)

Americana Building Products  
[www.americana.com](http://www.americana.com)

PW Athletic MPG.co Patterson-Williams  
[www.pwathletic.com](http://www.pwathletic.com)

**Landscape Structures Inc. - Grant Guide**

<https://www.playlsi.com/en/playground-planning-tools/playground-funding/online-grant-resources/grant-resources/>



## Acknowledgement of Terms Conditions

By submitting a Response, the Submitter, on behalf of itself acknowledges and agrees that, in addition to all provisions stated in the RFQ:

1. **SUBMITTER AUTHORIZATION:** The signatories are authorized by the Submitter to make representations for the Submitter and to obligate the Submitter to perform the commitments contained in its Response, including as prescribed by this RFQ.
2. **NO GUARANTEE OF WORK OR COMPENSATION:** There is no guarantee of a minimal amount of work or compensation for any of the Submitters selected for contract negotiations.
3. **COMPLIANCE WITH LAWS AND REGULATIONS:** Submitter must comply with all applicable State, Federal, and local laws. In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered on this Response prior to their delivery, it shall be the responsibility of the successful Submitter to notify the Village at once, indicating in their letter the specific regulation which required such alterations.
4. **LEAD ROLE:** The selected Submitter(s) will be expected to take the lead role in project management and staff/subcontractor coordination.
5. **RELEASE OF INFORMATION:** The Submitter hereby releases the Village, including its officers, employees, and agents, from any liability for publishing or publicly discussing the Response in connection with this RFQ.
6. **FINANCIAL RESPONSIBILITY FOR RESPONSE COSTS:** The Village accepts no financial responsibility for any costs incurred by a firm in responding to this RFQ. Responses (and related materials), once submitted, become the property of the Village and may be used by the Village in any way deemed appropriate.
7. **CHANGE NOTICES:** The Village may modify the RFQ, prior to the Response due date, by issuing written addenda. The Village will make reasonable efforts to post notification of modifications in a timely manner.
8. **CONFLICTS OF INTEREST:** The successful Submitter will be required to agree to comply fully with and be bound by the applicable provisions of state and local laws related to conflicts of interest.

**Submitted by:**

Name of Firm: NuToys Leisure Products Inc

Address of Firm: PO Box 7075

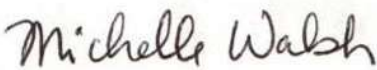
City: Westchester

State: Illinois

Zip 60154

Submitter's Name: Michelle Walsh

Submitter's Signature:

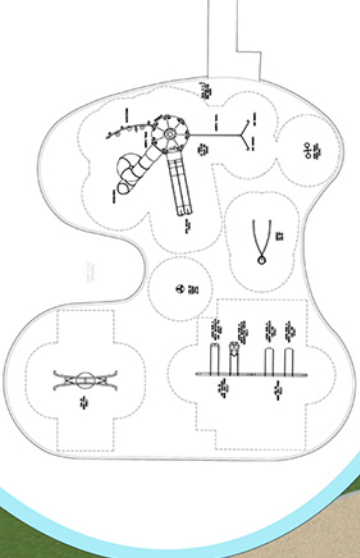


Telephone: 708-579-9055

Cell : 708-606-7549

E-mail: [michellew@nutoys4fun.com](mailto:michellew@nutoys4fun.com)

# Celebration Park - Option 3



Disk Net Climber

Double Swoosh Slide Turbotwister Slide

Sol Spinner

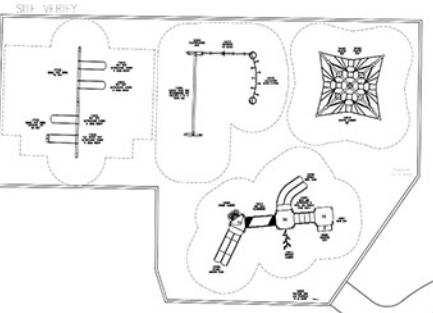
Oodle Swing

Double Bobble Rider

Curva Spinner

Swiggleknots Bridge

# Jaycee Park - Option 3



Double Swirl Slide

Summit Climber

Croquet Climber

LolliLadder

Curved Track Ride

Tightrope

Double Swoosh Slide

Eclipse Climber



**REQUEST FOR QUALIFICATIONS**  
**General Parks and Playground Services**

1  
 Received March 1 at 1:00 p.m.

2-NuToys  
 Received March 1 at 3:00 p.m.

3-  
 Received March 4 at 9:48 am

4-  
 Received March 4 at 9:54 a.m.

5-  
 Received at March 4 at 10:01 a.m.

6-  
 Received March 4 at 10:28 a.m.

7-  
 Received March 4 at 10:29 a.m.

	1	2	3	4	5	Total	Final Score
<b><u>5 evaluators</u></b>							
1	100	110	95	50	95	440	= 90
2 NuToys	100	125	100	50	115	490	= 98
3	100	110	90	50	105	455	=91
4	32	30	40	20	45	167	=33
5	45	50	50	40	105	200	=40
6	56	45	53	50	75	279	=56
7	32	25	20	45	90	212	=42

## Evaluation Process

Evaluation of RFQ responses will be performed by Village staff based on the following:

1. Qualifications and Experience **(0-20 points)**
2. Proposed methodology to complete the services **(0-25 points)**
3. Capabilities and features of the proposed services and the degree to which the services meet the needs of the Village **(0-20 points)**
4. References from similar government agencies for which the assigned staff have provided similar services. **(0-10 points)**
5. Participation **(0-25 points)**

**Total = 100 points**

## Scope of Services

The Village of Lake in the Hills, Illinois (the "Village") is issuing this Request for Qualifications ("RFQ") for a multi-year agreement for general Parks and Playground services. The selected firm shall provide staffing and other resources on an as-needed basis for services that may include, but are not limited to:

- Playground equipment replacements;
- Park Planning with improvement recommendations;
- Park and Equipment Design;
- Construction/Installation Services (including removal and disposal of replaced equipment);
- Grant Assistance; and
- Assistance with project budgeting for future fiscal years.

Project based work is generally performed based on approved task orders, which are developed by the consulting firm, who develops and submits a specific scope of work and fee estimate to the Village of Lake in the Hills for approval prior to the start of any work.

While the determination of which projects will be implemented during the term of this agreement is not yet finalized, the Village's Parks and Recreation Department's Playground Equipment Replacement schedule during 2024-2028 includes 8 Parks, along with other identified projects to be completed, pursuant to the forthcoming Parks Master Plan being prepared by Hitchcock Design Group, with an estimated release date of August 2024.

## Term

The Village will retain the selected firm to assist with the 2024 Budgeted projects, described herein, as well to assist with the improvements to the neighboring parks that are scheduled to be improved in 2025, that would allow the Parks and Recreation Department to provide a more unified park system for a section of the community, as well as other tasks as requested.

## RFQ Submission Format

The submitted RFQ should include the following information:

1. **Information about the Firm:** Include a listing of the different services offered by the firm. Also summarize how the firm is uniquely qualified to assist in meeting the Village's goals.
2. **Organizational Chart & Key Staff:** Provide a listing of key staff assigned to the project, along with a brief summary of their experience and qualifications; also note the location(s) of the firm where key staff are based.
3. **Methodology:** Firms should discuss their approach to successfully completing tasks on time, within budget, and with accurate cost estimates. When/if tasks are delayed or come in over budget, explain how the firm addresses this with the client. Explain how the firm manages communications between their assigned staff and the Village. Finally, demonstrate how the firm goes above and beyond for their clients.
4. **Participation:** The Village is seeking input to assist with the playground replacement and installation at the following locations for 2024, with the selected firm to perform design work, as well as ensuring that all replacement materials are obtained and installed, along with the removal and disposal of the replaced playground materials:
  - Jaycee Park, 61 Oakleaf Road, Lake in the Hills: Geared for older play
  - Celebration Park, 5507 McKenzie Drive, Lake in the Hills: Age suitability 2-12

Include 2 designs for each park to include Main Structure Replacement, Free Standing Options, and swings. Each design on a display board.

Village staff will be available at each location on the following day:

Wednesday, February 14, 2024

Jaycee Park – at 12:30 p.m.

Celebration Park - at 1:30 p.m.

**Cunningham Recreation  
Kompan  
Fehr Graham  
NuToys (previous date)**

The Village is a member of the following Cooperative Purchasing agencies:

- Sourcewell
- OMNIA Partners

5. **Experience:** Provide contact information for three references that your firm has done similar work, service or supplied similar products to within the last twelve months. In addition, provide a list of projects that demonstrate the expertise the firm has completed in McHenry, Kane, and/or Lake Counties of Illinois.
6. **Acknowledge of Terms and Conditions Page:** A fully executed Acknowledgement of Terms and Conditions page must accompany the submission.

<b>Playground Equipment</b>	<b>Installed</b>	<b>Recommemeded Replacement</b>	<b>Budget</b>
Jaycee Park		2024	General
Celebration	2004	2024	SSA 2
Barbara Key	2002	2024	General
Avalon		2024	SSA 2
Natures View	2005	2025	SSA 2
Rolling Hills	2005	2026	SSA 2
Stoneybrook Park	2007	2027	SSA/ 4A/4B
Cattail	2008	2028	General
Stoneybrook (Burke)	2016	2036	SSA/4A/4B
Leroy Guy	2017	2037	SSA 5
Normandy	2017	2037	SSA 6
Ryder	2018	2038	General
Ken Carpenter	2018	2038	SSA 3
Sunset	2018	2038	SSA 2
LaBuy	2019	2039	General
Echo	2020	2040	SSA 3
Horner	2020	2040	General
Edward W Hynes	2020	2040	SSA 2
Taylor Skate Park	2020	2040	General
Sunset Skate Park North	2021	2041	SSA 2
Sunset Skate Park South	2021	2041	SSA 2
Ford School	2021	2041	General
Lynn Dillow	2023	2043	General

*The Village of Lake in the Hills*

# *Proclamation*

WHEREAS, In 1872 J. Sterling Morton proposed to the Nebraska Board of Agriculture that a special day be set aside for the planting of trees; and

WHEREAS, this holiday, called Arbor Day, was first observed with the planting of more than a million trees in Nebraska; and

WHEREAS, 2024 is the 152nd anniversary of the holiday and Arbor Day is now observed throughout the nation and the world; and

WHEREAS, trees can reduce the erosion of our precious topsoil by wind and water, cut heating and cooling costs, moderate the temperature, clean the air, produce life-giving oxygen and provide habitat for wildlife; and

WHEREAS, trees are a renewable resource giving us paper, wood for our homes, fuel for our fires, and beautify our community; and

WHEREAS, trees, wherever they are planted, are a source of joy and spiritual renewal.

NOW, THEREFORE, I, Ray Bogdanowski, Village President do hereby proclaim April 26, 2024 as Arbor Day in the Village of Lake in the Hills, and I urge all citizens to celebrate Arbor Day and to support efforts to protect our trees and woodlands and to plant trees to gladden the hearts and promote the well-being of this and future generations.

GIVEN under my hand and Seal of the Village of Lake in the Hills this 23rd day of April 2024.

(SEAL)

---

Village President, Ray Bogdanowski

---

Village Clerk, Shannon DuBeau





*The Village of Lake in the Hills*

# *Proclamation*

Whereas, the Village of Lake in the Hills is committed to recognizing that our growth and strength depends on the safety and essential role our buildings play both in everyday life and when disasters strike, and;

Whereas, our confidence in the resilience of our community's buildings being achieved through the devotion of vigilant guardians- building safety officials, architects, engineers, builders, and others in the construction industry who work year-round to ensure the safe construction of buildings, and;

Whereas, these guardians are dedicated members of the International Code Council, who are experts in the built environment to create and administer the highest-quality codes to protect us in the buildings where we live, learn, work, and play, and;

Whereas, Building Safety Month is sponsored by the International Code Council to remind the public about the critical role of protectors of public safety, our local code officials, who assure us of safe, and sustainable buildings that are essential to our prosperity, and;

Whereas, "Mission Possible," the theme for Building Safety Month 2024, encourages us all to raise awareness and support building safety on a local and global scale, and;

Whereas, each year, in observance of Building Safety Month, people all over the world are asked to commit to improve building safety, resilience and economic investment in their community, and to acknowledge the essential service provided to all of us by local building departments, in protecting lives and property.

NOW, THEREFORE, I, Ray Bogdanowski, Village President of the Village of Lake in the Hills, do hereby proclaim the month of May 2024 as **Building Safety Month** in the Village of Lake in the Hills.

GIVEN under my hand and Seal of the Village of Lake in the Hills this 23rd day of April, 2024.

(SEAL)

\_\_\_\_\_  
Village President, Ray Bogdanowski

\_\_\_\_\_  
Village Clerk, Shannon DuBeau



*The Village of Lake in the Hills*

# *Proclamation*

**WHEREAS**, there is a proven connection between good mental health and overall personal health; and

**WHEREAS**, mental illnesses affect almost every family in America and people with mental illnesses recover if given the necessary services and supports in their communities; and

**WHEREAS**, people with mental illnesses make important contributions to our families and our communities. Millions of adults and children are disabled by mental illnesses every year; and

**WHEREAS**, only one out of two people with a serious form of mental illness seeks treatment for his or her mental illness; and

**WHEREAS**, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help. Research shows that the most effective way to reduce stigma is through personal contact with someone with a mental illness; and

**WHEREAS**, good mental health is critical to the well-being of our families, communities, schools, and businesses. Greater public awareness about mental illnesses can change negative attitudes and behaviors toward people with mental illnesses;

**NOW, THEREFORE**, I, Ray Bogdanowski, Village President of the Village of Lake in the Hills, do hereby proclaim the month of May 2024 as MENTAL HEALTH MONTH in the Village of Lake in the Hills, and I call upon all citizens, government agencies, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.

GIVEN under my hand and Seal of the Village of Lake in the Hills this 23rd day of April, 2024.

(SEAL)

---

Village President, Ray Bogdanowski

---

Village Clerk, Shannon DuBeau

