



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JUNE 25, 2024
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Video Gaming License Request for Rinconcito De Veracruz, Inc.
 2. Addendum to the GMP Amendment with Camosy Construction
 3. Ordinance Amending the Special Temporary Use and Special Event Permitting Process
 - B. Public Works
 1. Task Order No. 2024-8 for the Barbara Key Park Restoration Project
 2. Contract with Tron Restoration for the Village Hall Exterior Painting and Interior Door Staining Project
 3. Contract with C3 Construction for the Well 14 Roof and Gutter, and Well 12 Siding Replacement Project
 - C. Parks & Recreation
 1. IGA with Community Unit School District 300 for Use of Facilities
5. Board of Trustees
6. Village President
 - A. Proclamation – Parks & Recreation Month (Thursday)
7. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7400 [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: June 25, 2024

DEPARTMENT: Administration

SUBJECT: Video Gaming License Request for Rinconcito De Veracruz, Inc.

EXECUTIVE SUMMARY

Rinconcito De Veracruz, Inc. presented their business plan to the Village Board on July 11, 2023 for a Class A liquor license and video gaming at 2122 W. Algonquin Road, at which time the Village Board verbally provided its support. On September 1, 2023 Rinconcito De Veracruz was issued a Class A liquor license and started the process with the Illinois Gaming Board to secure their Video Gaming License. With the submission of the attached application, they are now requesting approval from the Village for three Video Gaming Licenses, one for each machine.

Staff has reviewed the request and finds that all provisions of Chapter 33, Section 33.31 have been met. In addition to the license fees of \$500 per machine, a tax of 30% is imposed on the net terminal income and is collected by the Illinois Gaming Board. One-sixth of this tax is collected and deposited into the Local Government Video Gaming Distributive Fund. These monies are distributed on a monthly basis across those municipalities that have not prohibited video gaming. The amount will be in proportion to the tax revenue generated from video gaming within Lake in the Hills as compared to the total revenue generated statewide.

The owner, Luis Mendez, will be present at the Committee of the Whole meeting.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Video Gaming Application

RECOMMENDED MOTION

Motion to approve the Video Gaming License request from Rinconcito De Veracruz, Inc. and issue the three licenses.



VILLAGE OF LAKE IN THE HILLS
VIDEO GAMING APPLICATION

Applicant Information

Business Name: Rinconcito De Veracruz Date: June 7, 2024
Business Owner: Luis Landa Mendez
Business Address: 2122 W. Algonquin Rd. Lake in the Hills, IL 60156
Business Phone Number: 224-333-0139
Business Square Footage (total interior space): 1800 sq ft

Terminal Operators Information

Business Name: Velasquez Gaming LLC
Business Owner: Ed Velasquez
Business Address: 7705 W. 98th St. Hickory Hills, IL 60457
Business Phone Number: 773-908-1201

Table with 2 columns: MACHINE SERIAL NUMBER and LICENSE NUMBER ISSUED (For Village Use Only). Rows include: Kascada - 5247949, Crystal - 2401717, WMS 532 - 5133265.

The annual fee, payable to the Village, shall be \$500 for each video gaming terminal/device and \$300 per terminal/device for establishments with a Class C liquor license. The annual fee shall be due and payable on March 1 of each year. All issued licenses shall expire on April 30 of the following year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses. This proof shall be submitted along with a copy of the signed agreement with the Terminal Operator to the Village prior to the issuance of a license.

I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Signature of Business Owner: Ed Velasquez
Business Owner Signature

For Village Use Only

Received copy of Businesses Federal/State License: Yes [] No []

Received copy of Agreement with Terminal Operator: Yes [x] No []

Total Paid \$ _____ Cash/Check# _____ Date: _____

1. VIDEO GAMING TERMINAL USE Agreement

THIS VIDEO GAMING TERMINAL USE AGREEMENT ("Agreement") entered into on this 30 day of November 20 23, is made by and between Velasquez Gaming, LLC (the "Terminal Operator") and Rinconcho De Veracruz Inc. (the "Establishment") on the premises located at 2122 W. Algonquin Rd. Lake in the Hills IL 60150 (the "Premises").

2. Licensing & Compliance. Terminal Operator is licensed as a "terminal operator" under the Video Gaming Law as of the date of this Agreement. Establishment (i) represents that it is a "licensed video gaming location" under the Video Gaming Law or (ii) agrees that it will use commercially reasonable efforts to become so licensed. Terminal Operator and Establishment each agree to (i) maintain its respective License during the Term (as hereinafter defined) and (ii) comply with all laws, including, without limitation, the Video Gaming Law.

3. Exclusivity. Establishment agrees that during the Term, Terminal Operator, or its designee, shall have the Exclusive Right (as hereinafter defined) to install, service, maintain and replace all Equipment at the Premises.

4. Term. This Agreement shall commence on the date hereof and remain in effect for a term of 5 YES years following the date the first Video Gaming Terminal ("VGT") is installed by or on behalf of Terminal Operator and becomes operational at the Premises (the "Term"). This Agreement shall automatically terminate in the event Terminal Operator surrenders its License or if the Terminal Operator's License is denied, revoked or not renewed pursuant to a final order of the IGB and the Video Gaming Law. This Agreement shall automatically terminate in the event Establishment's application is denied, or its License is not renewed, pursuant to a final order of the IGB and the Video Gaming Law. Notwithstanding the foregoing, Terminal Operator reserves the right to terminate this Agreement immediately for any reason, including, but not limited to, the IGB requiring such termination.

5. Distribution of Net Terminal Income and Payment of Certain Fees. Net Terminal Income shall be split between Terminal Operator and Establishment in accordance with the Video Gaming Law.

6. Equipment. The Equipment is, and shall remain, the sole personal property of Terminal Operator. The Equipment shall never be a fixture or become by agreement, act of law or otherwise, security for any obligation of or property of Establishment. Establishment agrees pay for the repairs due to the negligence of, or misuse of the Equipment by, Establishment, its employees, invitees, customers or patrons, or any accident caused in whole or part by any of the foregoing or on account of a breach of this Agreement by Establishment, and any related parts and services at customary rates charged by Terminal Operator, except to the extent prohibited by the Video Gaming Law.

7. Obligations of Establishment. Establishment agrees that it will (i) allow Terminal Operator and its agents access to the Premises during normal business hours of Establishment; (ii) allow Terminal Operator to place VGTs in a prominent, mutually agreed upon location that complies with the Video Gaming Law; (iii) notify Terminal Operator immediately upon any malfunction of any of the Equipment; (iv) permit the operation of the VGTs at the Premises during normal business hours of Establishment without hindrance or interruption; (v) provide a secure premise for the placement, operation and play of the VGTs; (vi) notify Terminal Operator of any unlawful or unwarranted entry onto the Premises involving or affecting the Equipment; (vii) promptly notify Terminal Operator, in writing, if any of its liquor licenses for the Premises is suspended, revoked or not renewed; (viii) notify any purchaser, assignee, transferee or successor of the Establishment of the Agreement and obtain an acknowledgement that such assignee, transferee or successor is bound to the terms and conditions of this Agreement; (ix) cooperate with Terminal Operator and the IGB in connection with any inquiries or investigations involving the Terminal Operator; (x) not permit any third party to alter, repair, modify, tamper with or attempt to alter, repair or modify, tamper with any of the Equipment; (xi) not interfere with the operation of the Equipment in anyway; and (iii) not move or change the location of the Equipment.

8. No Inducements. Terminal Operator acknowledges that it did not offer an inducement, as prohibited under the Video Gaming Law, to incent or induce the execution of this Agreement or the placement or operation of VGTs at the Premises. Establishment acknowledges that Terminal Operator did not offer and it did not accept an inducement, as prohibited under the Video Gaming Law, in connection with the execution of this Agreement or the placement or operation of VGTs at the Premises.

9. Assignment. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and permitted assigns. Terminal Operator may not assign and/or transfer this Agreement and its rights and/or obligations hereunder except: (i) to another licensed terminal operator; or (ii) as may otherwise be permitted by the Video Gaming Law.

10. Indemnification of the State, et al. The parties hereto hereby severally indemnify and hold harmless the State of Illinois, the IGB and their respective agents for any cause of action, loss, cost or expense (including but not limited to reasonable attorneys' fees) suffered or incurred by such indemnitees on account of or arising under this Agreement.

11. Miscellaneous and IGB Approval. The parties hereto acknowledge that the obligations of Terminal Operator and Establishment hereunder are subject to and contingent upon the Video Gaming Law. The parties hereto agree to cooperate with each other and to modify and amend this Agreement to comply with the requirements of the IGB or any change in the Video Gaming Law. The invalidity or unenforceability of any particular provision of this Agreement will not invalidate the remaining provisions hereof and this Agreement will be construed in all respects as if such invalid or unenforceable provisions were omitted and deleted. This Agreement constitutes the entire agreement of the parties and may only be amended, modified or supplemented by a writing signed by all of the parties hereto. Nothing in this Agreement, including the splitting of Net Terminal Income, shall be construed as creating any partnership, joint venture or agency between Establishment and Terminal Operator. A party's failure to enforce its rights with respect to any single or continuing breach of this Agreement will not act as a waiver of a right of that party to later enforce any such rights or to enforce any other or subsequent breach. Under no circumstances shall Terminal Operator be responsible to Establishment for any lost profits, consequential or incidental damages under this Agreement. Any counterparts transmitted by facsimile, PDF or email shall be considered original, legally binding, enforceable documents in all jurisdictions. This Agreement shall be governed by and construed and enforced in accordance with the internal laws of the State of Illinois, without regard to conflicts of laws principles. Notwithstanding anything herein to the contrary, if any particular term of this Agreement conflicts with the Video Gaming Law, the Video Gaming Law shall prevail and such term or provision dictated by the Video Gaming Law shall be deemed included in this Agreement as if originally included as a term or provision of this Agreement.

12. Definitions. Capitalized terms used in this Agreement and not otherwise defined in this Agreement shall have the same meanings ascribed to them in the Video Gaming Law.

(a) "Equipment" shall mean such Video Gaming Terminals, Payout Device, central communications system equipment and link, any software updates or enhancements, any ancillary equipment installed by or on behalf of Terminal Operator and all parts inventory related.

(b) "Exclusive Right" shall mean that during the Term, Terminal Operator, or its designee, shall be the only entity or person permitted to install, place, maintain and operate VGTs at the Premises. Terminal Operator shall have the right to (i) select, rotate and/or replace the VGTs and Payout Device installed at the Premises; (ii) determine the number of VGTs installed at the Premises; and (iii) remove its VGTs if the revenue generated at the Premises are determined by the Terminal Operator (in its sole discretion) to be inadequate.

(c) "Video Gaming Law" shall collectively mean the Illinois Video Gaming Act, the rules and regulations adopted thereunder and any written policy issued by the Illinois Gaming Board (the "IGB"), as may be amended or adopted from time to time.

IN WITNESS WHEREOF, Terminal Operator and Establishment have duly executed this Agreement as of the date first written above.

"TERMINAL OPERATOR"
By: Edward Velasquez
Printed Name: EDWARD VELASQUEZ
Its: Manager
Email Address:

"ESTABLISHMENT"
By: Luis Landa
Printed Name: Luis Landa
Its: President
Email Address: luismlas@gmail.com

Part(ies) soliciting this Agreement on behalf of Terminal Operator:
Edward Velasquez



VILLAGE OF LAKE IN THE HILLS

VIDEO GAMING TERMINAL OPERATOR APPLICATION & RENEWAL

Terminal Operator Information (Applicant)

Company Name: Velasquez Gaming LLC Date: 6/7/2024

Company Owner: Ed Velasquez

Address: 7705 W. 98th St., Hickory Hills, IL 60457

Contact Phone Number: 773-908-1201 Contact Email: edvelasquez@velasquezgaming.com

Establishment(s)

Business Name: Rinconito De Veracruz Number of Machines: 3

Business Name: _____ Number of Machines: _____

Business Name: _____ Number of Machines: _____

Business Name: _____ Number of Machines: _____

Business Name: _____ Number of Machines: _____

Business Name: _____ Number of Machines: _____

The annual fee, payable to the Village, is \$500 per establishment located within the Village of Lake in the Hills. The annual fee shall be due and payable on March 1 of each year. This fee is not in lieu of any fee or payment payable to the State or the Illinois Gaming Board. The applicant must obtain proper federal and state licenses and exhibit proof of said licenses to the Village prior to any establishment(s) receiving their license(s).

I have read and will comply with Chapter 33, Section 33.31 of the Lake in the Hills Municipal Code.

Edward Velasquez
Terminal Operator Signature

For Village Use Only

Received copy of Terminal Operator's Federal/State License: Yes [] No []

Total Paid \$ _____ Cash/Check# _____ Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Administration

SUBJECT: Addendum to the GMP Amendment with Camosy Construction

EXECUTIVE SUMMARY

The Village Board approved a Guaranteed Maximum Price (“GMP”) of \$23,036,508, for the construction of the new police facility at the March 28, 2024 Board of Trustees meeting. This action allowed Camosy to initiate work on the project which has been progressing nicely over the past two months. Since that time, it was identified that additional changes would be required to improve the accuracy of the GMP as follows:

- 1) The final landscaping bid was received after the approval of the GMP. The cost has been updated to \$327,825, for a savings of \$25,825.
- 2) An error was identified with the transposition of numbers for Fire Protection bid, which has been updated to \$225,272 for a savings of \$27,000.
- 3) While the cost of Pre-construction Services is accurate at \$49,750, it should be charged as a flat rate outside of the GMP. These costs and the associated fees have since been removed from the GMP.

Once the above changes are made, the Total Cost of Work is recalculated. Since the insurance premiums, project contingency and construction fees are taken as a percentage of Total Cost of Work, these too required adjustments. Lastly, staff worked with the Village Attorney to determine the appropriate calculation for contingency and determined that Cost of Work should include both Labor and insurance premium costs according to the contract. Since this had not been previously captured, it resulted in an increase to Contingency in the amount of \$23,598; however, any Contingency funds not utilized will be returned to the Village.

The resulting GMP after these adjustments is calculated to be \$22,955,139 for a savings of \$81,369. Accordingly, the attached contract amendment has been prepared for the Board’s consideration.

It should be noted that the Village is in receipt of the first invoices for the new police facility, which have been attached for your review. Camosy invoices are initially submitted to Dewberry Architects, who review the charges and recommend release of payment. Staff then performs our own internal review of the charges to make sure they are in alignment with the GMP. Due to the delays in finalizing the GMP amendment, staff is requesting separate Board approval for the Preconstruction Services and Payment #1. Moving forward, these progress payments would not require separate Board action, as they will be approved through their submission on the Schedule of Bills throughout the length of the project.

If during the course of the project, a change order is required to increase or decrease to a contract by a total of \$25,000 or more, this would generate a separate request for Board action.

FINANCIAL IMPACT

The original Board approved GMP was \$23,036,508. The GMP amendment will bring the GMP to \$22,955,139, which is a reduction of \$81,369.

Pay application #1 to Camosy is in the amount of \$258,638, with another \$1,930 being held as retainage. Preconstruction Services were established by RFP at the beginning of the project at the flat rate of \$49,750.00.

ATTACHMENTS

1. Addendum to the GMP Amendment
2. Camosy Application and Certificate for Payment #1
3. Camosy Preconstruction Services Invoice

RECOMMENDED MOTION

Motion to Approve the Addendum to Document A133-2019, Exhibit A to the A133 Standard Form of Agreement between Owner and Construction Manager.

Motion to Approve the Application and Certificate for Payment #1 in the amount of \$258,638.00 and Payment of Preconstruction Services in the amount of \$49,750.00 to Camosy Construction.

**ADDENDUM TO DOCUMENT A133-2019 EXHIBIT A
TO THE A133 STANDARD FORM OF AGREEMENT BETWEEN OWNER
AND CONSTRUCTION MANAGER**

WHEREAS, the Village of Lake in the Hills (“Owner”) entered into an agreement with Camosy Incorporated (“Construction Manager”) for the construction of a new police facility which agreement included, without limitation, “AIA Document A133-2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of April in the year 2023” (“Agreement”).

WHEREAS, the Agreement also included an Exhibit A, Document A133-2019, incorporated into the Agreement which sets out the Guaranteed Maximum Price for the work provided by Construction Manager, dated March 28, 2024 (“GMP Amendment”).

WHEREAS, the parties have identified that certain changes to the Guaranteed Maximum Price are appropriate to reflect updated information related to the cost of various expenses for the project.

WHEREAS, this Addendum manifests the subsequent agreement to the original Agreement, with the intention that all terms and conditions of the original Agreement will carry forward, except to the extent specifically modified by the terms and conditions stated herein.

NOW THEREFORE, in consideration of the additional terms and conditions stated herein, including its preambles, the sufficiency of which is acknowledged by each party, it is agreed as follows:

1. Section A.1.1 Guaranteed Maximum Price of the GMP Amendment is hereby modified to read as follows (deletions in strikethrough, additions in underscore):

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~Twenty-Three Million Thirty-Six Thousand Five Hundred Eight and 00/100~~ Twenty-Two Million Nine-Hundred Fifty-Five Thousand One-Hundred and Thirty-Nine Dollars and 00/100 (\$~~23,036,508.00~~22,955,139.00), subject to additions and deductions by Change Order as provided in the Contract Documents.

2. Schedule 1 to the GMP Amendment is hereby updated with the following which shall supersede and replace the prior version of Schedule 1 to the GMP Amendment:

**VILLAGE OF LAKE IN THE HILLS
POLICE DEPARTMENT**

Schedule 1



GUARANTEED MAXIMUM PRICE

RECAP

0150-22 BID DOCS DATED 1/5/24

17-Jun-24

ITEM	DESCRIPTION	39,574 SF	Total	SF/Total
2.30	EARTHWORK AND SITE UTILITIES (KANE COUNTY EXCAVATING)	6.5%	\$1,360,000	\$34.37
2.74	ASPHALT PAVING (SUPERIOR PAVING)	0.8%	\$160,500	\$4.06
2.82	FENCING AND GATES (ACTION FENCE)	1.0%	\$201,625	\$5.09
2.90	LANDSCAPING (COOLING LAND CONCEPTS)	1.6%	\$327,825	\$8.28
3.30	CONCRETE WORK (BUILDING AND SITE CONCRETE) (BUILDERS CONC	8.5%	\$1,775,880	\$44.88
4.00	MASONRY WORK (MASTERSHIP CONSTRUCTION)	10.2%	\$2,122,000	\$53.62
5.00	STRUCTURAL STEEL (K&K IRONWORKS)	3.4%	\$702,312	\$17.75
6.00	GENERAL TRADES (CAMOSY CONSTRUCTION)	12.7%	\$2,652,550	\$67.03
6.20	STRUCTURAL CARPENTRY (CAMOSY CONSTRUCTION)	7.2%	\$1,500,000	\$37.90
7.50	EPDM ROOFING AND SHEET METAL (METALMASTER)	3.4%	\$708,819	\$17.91
8.40	ALUMINUM STOREFRONT/ GLASS & GLAZING (LS GLASS)	4.4%	\$927,500	\$23.44
9.26	METAL STUDS AND DRYWALL (HEITKOTTER)	3.7%	\$770,505	\$19.47
9.51	ACOUSTICAL CEILINGS (JUST RITE ACOUSTICS)	0.6%	\$135,200	\$3.42
9.90	PAINTING & WALL COVERING (OOSTERBAAN & SONS)	1.3%	\$263,690	\$6.66
11.80	DETENTION EQUIPMENT (VALLEY SECURITY)	1.8%	\$379,750	\$9.60
13.70	ELECTRONIC SECURITY (APPLIED COMMUNICATIONS)	4.7%	\$987,983	\$24.97
14.20	ELEVATOR (SCHINDLER ELEVATOR)	0.5%	\$114,700	\$2.90
15.30	FIRE PROTECTION (NELSON FIRE PROTECTION)	1.1%	\$225,272	\$5.69
15.40	PLUMBING (MARTIN PETERSEN COMPANY)	4.5%	\$941,575	\$23.79
15.80	HVAC (DEKALB MECHANICAL)	6.8%	\$1,415,000	\$35.76
16.00	ELECTRICAL (ASSOCIATED ELECTRICAL CONTRACTORS)	15.2%	\$3,177,664	\$80.30
18.00	TESTING ALLOWANCE	0.2%	\$50,000	\$1.26
1.40	MOISTURE MITIGATION ALLOWANCE	0.0%	\$0	\$0.00
19.00	PERMIT FEES (BY OWNER)	0.0%	\$0	\$0.00
TOTAL COST OF WORK			\$20,900,350	\$528.14
1.00	CM GENERAL CONDITIONS (18 MONTHS)	0.3%	\$54,000	\$1.36
1.30	PRE-CONSTRUCTION SERVICES	0.0%	\$0	\$0.00
28.00	SUPERVISION (18 MONTHS)	3.0%	\$637,427	\$16.11
21.00	WINTER PROTECTION (ALLOWANCE)	0.4%	\$75,000	\$1.90
TRADE SUB-TOTAL			\$21,666,777	\$547.51
27.00	GENERAL LIABILITY INSURANCE	0.30%	\$62,701	\$1.58
30.00	BOND PREMIUM	0.55%	\$114,952	\$2.90
SUB-TOTAL INSURANCE AND BONDS			\$21,844,430	\$552.00
26.00	BUILDERS RISK INSURANCE	0.252%	\$52,669	\$1.33
SUB-TOTAL BUILDERS RISK			\$21,897,099	\$553.33
24.00	PROJECT CONTINGENCY	2.5%	\$547,427	\$13.83
SUB-TOTAL CONTINGENCY			\$22,444,526	\$567.16
29.00	CONSTRUCTION FEE	2.275%	\$510,613	\$12.90
TOTAL CONSTRUCTION COSTS			\$22,955,139	\$580.06

3. All other portions of the Agreement and the GMP Amendment shall otherwise remain in full force and effect, except as is necessarily stated herein to reflect the monetary change to the Guaranteed Maximum Price for the project.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the latest date indicated by the parties' signatures, below.

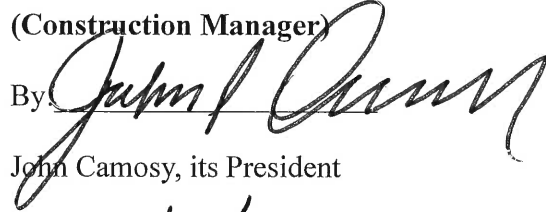
VILLAGE OF LAKE IN THE HILLS
(Owner)

By: _____

Raymond Bogdanowski, Village President

Date: _____

CAMOSY INCORPORATED
(Construction Manager)

By:  _____
John Camosy, its President

Date: 6/21/2024



Dewberry Architects Inc. | 847.695.5840
132 North York Street, Suite 2C | 847.695.6579 fax
Elmhurst, IL 60126-3070 | www.dewberry.com

June 21, 2024

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

Re: Lake in the Hills Police Department Construction Project
Dewberry Project No.: 50153618

Dear Shannon,

Enclosed is Application and Certification for Payment #1R4 from Camosy Company in the amount of \$258,638.00 for the General Work for the Police Department project.

We recommend release of this payment.

Attached is the Application for Payment #1, and the Partial Waiver of Lien from Camosy. Applications for Payment after Payment #1R4 will include waivers of lien from the contractor who billed in the previous payment application.

If you should have any questions, please feel free to call.

Sincerely,

Dewberry Architects Inc.

A handwritten signature in black ink, appearing to read "K. G. Palmby".

Kevin G. Palmby, CSI, CCCA
Senior Associate

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G702

PAGE ONE OF 1 PAGES

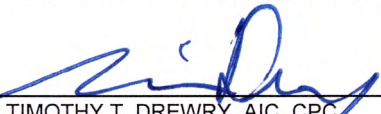
TO (OWNER): Village of Lake in the Hills 600 Harvest Gate Lake in the Hills, IL60156	PROJECT: Lake in the Hills Police Station Lake in the Hills, IL 60156	APPLICATION NO: 01R4 PERIOD TO: 4/30/2024	Distribution to: <input type="checkbox"/> OWNER <input type="checkbox"/> ARCHITECT <input type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM (CONTRACTOR): Camosy Construction 43451 N. US Hwy 41 Zion, IL 60099	ARCHITECT: Dewberry Architects 401 Southwest Water Street, Suite 701 Peoria, IL 61602	CONTRACT DATE:	
CONTRACT FOR: GENERAL CONSTRUCTION			

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY			
Change Orders approved in previous months by Owner	TOTAL	ADDITIONS	DEDUCTIONS
	\$ 0.00	\$ 0.00	\$ 0.00
Approved this Month			
Number	Date Approved		
TOTALS		\$ 0.00	\$ 0.00
Net change by Change Orders		ADD: \$	0.00

The undersigned Contractor certifies to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

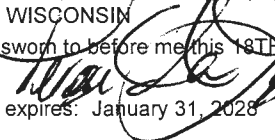
CONTRACTOR: CAMOSY INCORPORATED

By:  DATE: June 18, 2024
 TIMOTHY T. DREWRY, AIC, CPC
 Vice President - Construction Services

Application is made for Payment, as shown below, in connection with the Contract.

Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM	\$ 22,955,139.00
2. Net change by Change Orders	\$ 0.00
3. CONTRACT SUM TO DATE	\$ 22,955,139.00
4. TOTAL COMPLETED & STORED TO DATE	\$ 260,568.00
(Column G on G703)	
5. RETAINAGE:	
a. 10% of Completed Work	\$ 1,930.00
(Column D + E on G703)	
b. 0% of Stored Material	\$ 0.00
(Column F on G703)	
Total Retainage (Line 5a + 5b or Total in Column I of G703)	\$ 1,930.00
6. TOTAL EARNED LESS RETAINAGE	\$ 258,638.00
(Line 4 less Line 5 Total)	
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate)	
	\$ 0.00
8. CURRENT PAYMENT DUE	\$ 258,638.00
9. BALANCE TO FINISH, PLUS RETAINAGE	\$ 22,696,501.00
(Line 3 less Line 6)	


State of: WISCONSIN County of: KENOSHA
 Subscribed and sworn to before me this 18TH day of JUNE, 2024
 Notary Public:  TERESA ANN LANGE
 My Commission expires: January 31, 2028 Notary Public
 State of Wisconsin

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the above application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ 258,638.00

(Attach explanation if amount certified differs from the amount applied for.)

ARCHITECT:  Dewberry Date: 6/21/24

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

Lake in the Hills Police Station

Camosy Project #2160

Application Date thru: **04/30/24**

Application No. **01R4**

1		2	3		4	5	6	7
WORK AND/OR MATERIAL CONTRACTED FOR		ADJUSTED TOTAL CONTRACT (Including change orders)	WORK COMPLETED AND MATERIALS STORED TO DATE		TOTAL RETAINED (Including this Application)	PREVIOUSLY PAID	NET AMOUNT REQUESTED (Col. 3 minus cols. 4 + 5)	BALANCE TO BECOME DUE (Col. 2 minus cols. 5 + 6)
CONTRACTOR			%	DOLLAR VALUE	10%			
GENERAL CONDITIONS								
CAMOSY INCORPORATED								
Original Contract Amount	\$54,000							
Totals	\$54,000	12%	\$6,450	\$0	\$0	\$6,450	\$47,550	
WINTER PROTECTION								
CAMOSY INCORPORATED								
Original Contract Amount	\$75,000							
Totals	\$75,000	0%	\$0	\$0	\$0	\$0	\$75,000	
CONCRETE WORK								
BUILDERS CONCRETE SERVICES								
Original Contract Amount	\$1,775,880							
Totals	\$1,775,880	0%	\$0	\$0	\$0	\$0	\$1,775,880	
MASONRY								
MASTERSHIP CONSTRUCTION CO								
Original Contract Amount	\$2,122,000							
Totals	\$2,122,000	0%	\$0	\$0	\$0	\$0	\$2,122,000	
STRUCTURAL STEEL								
K & K IRONWORKS								
Original Contract Amount	\$702,312							
Totals	\$702,312	0%	\$0	\$0	\$0	\$0	\$702,312	
CARPENTRY								
CAMOSY INCORPORATED								
Original Contract Amount	\$2,652,550							
Totals	\$2,652,550	0%	\$0	\$0	\$0	\$0	\$2,652,550	
GLUE LAMINATE BEAMS								
CAMOSY INCORPORATED								
Original Contract Amount	\$1,500,000							
Totals	\$1,500,000	0%	\$0	\$0	\$0	\$0	\$1,500,000	
ROOFING								
METAL MASTER ROOFMASTER								
Original Contract Amount	\$708,819							
Totals	\$708,819	0%	\$0	\$0	\$0	\$0	\$708,819	
ALUMINUM ENTRANCES & STOREFRONTS								
LS GLASS								
Original Contract Amount	\$927,500							
Totals	\$927,500	0%	\$0	\$0	\$0	\$0	\$927,500	

1		2	3		4	5	6	7
WORK AND/OR MATERIAL CONTRACTED FOR CONTRACTOR		ADJUSTED TOTAL CONTRACT (Including change orders)	WORK COMPLETED AND MATERIALS STORED TO DATE % DOLLAR VALUE		TOTAL RETAINED (Including this Application) 10%	PREVIOUSLY PAID	NET AMOUNT REQUESTED (Col. 3 minus cols. 4 + 5)	BALANCE TO BECOME DUE (Col. 2 minus cols. 5 + 6)
DRYWALL & METAL STUDS								
HEITKOTTER								
Original Contract Amount	\$770,505							
Totals	\$770,505	0%	\$0	\$0	\$0	\$0	\$770,505	
ACOUSTICAL CEILINGS								
JUST RITE ACOUSTICS								
Original Contract Amount	\$135,200							
Totals	\$135,200	0%	\$0	\$0	\$0	\$0	\$135,200	
PAINTING								
OOSTERBAAN & SONS CO								
Original Contract Amount	\$263,690							
Totals	\$263,690	0%	\$0	\$0	\$0	\$0	\$263,690	
DETENTION EQUIPMENT								
VALLEY SECURITY COMPANY								
Original Contract Amount	\$379,750							
Totals	\$379,750	0%	\$0	\$0	\$0	\$0	\$379,750	
ELEVATOR								
SCHINDLER ELEVATOR CORP								
Original Contract Amount	\$114,700							
Totals	\$114,700	0%	\$0	\$0	\$0	\$0	\$114,700	
FIRE PROTECTION								
NELSON FIRE PROTECTION								
Original Contract Amount	\$225,272							
Totals	\$225,272	0%	\$0	\$0	\$0	\$0	\$225,272	
PLUMBING								
MARTIN PETERSEN COMPANY								
Original Contract Amount	\$941,575							
Totals	\$941,575	0%	\$0	\$0	\$0	\$0	\$941,575	
HVAC								
DEKALB MECHANICAL								
Original Contract Amount	\$1,415,000							
Totals	\$1,415,000	0%	\$0	\$0	\$0	\$0	\$1,415,000	
ELECTRICAL								
ASSOCIATED ELECTRICAL CONTRACTORS								
Original Contract Amount	\$3,177,664							
Totals	\$3,177,664	0%	\$0	\$0	\$0	\$0	\$3,177,664	
SECURITY ACCESS & SURVEILLANCE								
APPLIED COMMUNICATIONS GROUP								
Original Contract Amount	\$987,983							
Totals	\$987,983	0%	\$0	\$0	\$0	\$0	\$987,983	

1		2	3		4	5	6	7
WORK AND/OR MATERIAL CONTRACTED FOR CONTRACTOR		ADJUSTED TOTAL CONTRACT (Including change orders)	WORK COMPLETED AND MATERIALS STORED TO DATE % DOLLAR VALUE		TOTAL RETAINED (Including this Application) 10%	PREVIOUSLY PAID	NET AMOUNT REQUESTED (Col. 3 minus cols. 4 + 5)	BALANCE TO BECOME DUE (Col. 2 minus cols. 5 + 6)
EARTHWORK								
KANE COUNTY EXCAVATING								
Original Contract Amount	\$1,360,000							
Totals		\$1,360,000	1%	\$13,900	\$1,390	\$0	\$12,510	\$1,347,490
ASPHALT PAVING								
SUPERIOR PAVING								
Original Contract Amount	\$160,500							
Totals		\$160,500	0%	\$0	\$0	\$0	\$0	\$160,500
FENCE - ORNAMENTAL IRON								
ACTION FENCE CONTRACTORS								
Original Contract Amount	\$201,625							
Totals		\$201,625	0%	\$0	\$0	\$0	\$0	\$201,625
LANDSCAPING								
COOLING LAND CONCEPTS								
Original Contract Amount	\$327,825							
Totals		\$327,825	0%	\$0	\$0	\$0	\$0	\$327,825
TESTING ALLOWANCE								
CAMOSY INCORPORATED								
Original Contract Amount	\$50,000							
Totals		\$50,000	0%	\$0	\$0	\$0	\$0	\$50,000
PROJECT CONTINGENCY								
CAMOSY INCORPORATED								
Original Contract Amount	\$547,427							
Totals		\$547,427	0%	\$0	\$0	\$0	\$0	\$547,427
GENERAL LIABILITY INSURANCE								
CAMOSY INCORPORATED								
Original Contract Amount	\$62,701							
Totals		\$62,701	100%	\$62,701	\$0	\$0	\$62,701	\$0
BUILDERS RISK INSURANCE								
CAMOSY INCORPORATED								
Original Contract Amount	\$52,669							
Totals		\$52,669	100%	\$52,669	\$0	\$0	\$52,669	\$0
SUPERVISION								
CAMOSY INCORPORATED								
Original Contract Amount	\$637,427							
Totals		\$637,427	1%	\$4,499	\$0	\$0	\$4,499	\$632,928
CONSTRUCTION FEE								
CAMOSY INCORPORATED								
Original Contract Amount	\$510,613							

	1	2	3	4	5	6	7	
	WORK AND/OR MATERIAL CONTRACTED FOR CONTRACTOR	ADJUSTED TOTAL CONTRACT (Including change orders)	WORK COMPLETED AND MATERIALS STORED TO DATE % DOLLAR VALUE	TOTAL RETAINED (Including this Application) 10%	PREVIOUSLY PAID	NET AMOUNT REQUESTED (Col. 3 minus cols. 4 + 5)	BALANCE TO BECOME DUE (Col. 2 minus cols. 5 + 6)	
	Totals	\$510,613	1%	\$5,397	\$540	\$0	\$4,857	\$505,756
BOND PREMIUM								
CAMOSY INCORPORATED								
Original Contract Amount	\$114,952							
Totals	\$114,952	\$114,952	100%	\$114,952	\$0	\$0	\$114,952	\$0
Total		\$22,955,139	1%	\$260,568	\$1,930	\$0	\$258,638	\$22,696,501

PARTIAL WAIVER OF LIEN

To All Whom It May Concern:

WHEREAS, the undersigned has been employed by VILLAGE OF LAKE IN THE HILLS

to furnish labor and materials for GENERAL CONSTRUCTION work,

under a P.O. #

for the improvement of the premises described as LAKE IN THE HILLS POLICE STATION
0

in the VILLAGE (City-Village) of LAKE IN THE HILLS, County of McHENRY,

State of ILLINOIS

of which VILLAGE OF LAKE IN THE HILLS is the owner.

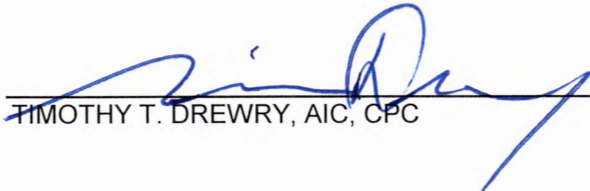
NOW, THEREFORE, this 18TH day of JUNE, 2024.

for and in consideration of the sum of TWO HUNDRED FIFTY-EIGHT THOUSAND SIX HUNDRED THIRTY-EIGHT
AND 00/100 (\$258,638.00)

Dollars paid simultaneously herewith, the receipt whereof is hereby acknowledged by the undersigned, the under-
signed does hereby waive and release to the extent only of the aforesaid amount, any lien rights to, or claim of lien
with respect to and on said above-described premises, and the improvements thereon, and on the monies or other
considerations due or to become due from the owner, by virtue of said contract, on account of labor, services,
materials, fixtures, apparatus or machinery furnished by the undersigned to or for the above-described premises,
but only to the extent of the payment aforesaid.

CAMOSY INCORPORATED

(Affix corporate
seal here)


TIMOTHY T. DREWRY, AIC, CPC

TITLE: Vice President - Construction Services

Subscribed and sworn to before me this 18TH day of JUNE, 2024

Notary Public: 

My Commission expires: January 31, 2028





	UPS Delivery Address	Illinois Mailing Address	Wisconsin Mailing Address
Construction Managers	43451 N. Hwy 41	43451 N. US Hwy 41	12795-120th Avenue
Design Builders	Zion, Il. 60099	Zion, IL. 60099-9455	Kenosha, WI. 53142-7325
General Contractors		Phone: 847-395-6800 Fax: 847-395-6891	Phone 262-552-9440 Fax: 262-552-0480

INVOICE

To: **VILLAGE OF LAKE IN THE HILLS**
600 HARVEST GATE
LAKE IN THE HILLS, IL 60156

DATE: MAY 22, 2024

ATTN: SHANNON ANDREWS

INVOICE # 2160.01

RE: LAKE IN THE HILLS
PRECONSTRUCTION SERVICES

PRECON

\$49,750.00

THANK YOU!

PLEASE PAY:

\$49,750.00

Net 30 Days
Make Checks Payable to Camosy Construction



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Administration/Community Development

SUBJECT: Ordinance Amending the Special Temporary Use and Special Event Permitting Process

EXECUTIVE SUMMARY

The Village has comprehensive regulations in Section 8.14 of the Lake in the Hills Municipal Code regarding special event permits for events in Village parks and rental facilities. These Special Event Permit regulations include requirements for sound amplification, food vendors, signage, tents, lighting, electrical systems, liquor licensing, raffle licensing, insurance, and public safety issues, and all such special event permits must be approved by the Village Board. These existing regulations have served the Village well for the review and approval of large events in Village parks, such as the annual Summer Sunset Festival and Rockin' Rib Fest.

Temporary outdoor events on private property are currently regulated by the temporary use regulations in Chapter 12 of the Zoning Code. This chapter primarily includes standards for the temporary outdoor activities of commercial businesses, such as outdoor sales and displays of merchandise, which can be reviewed and approved by Village staff. Section 12.3 lists tent meetings, carnivals, circuses and civic use of public property as special temporary uses, and these specific uses require additional approval by the Village Board. For example, Village Board approval was required for the carnival hosted by the Algonquin/Lake in the Hills Chamber of Commerce in April 2024 in the parking lot of the At Home store at 101 N. Randall Road.

While all carnivals and similar events require Village Board approval, carnivals operated on private property are not subject to the full list of standards in the Special Event Permit regulations that apply to carnivals operated in public parks. Village experience with existing annual events has shown that the Special Event Permit regulations are effective in ensuring that large public events are operated safely, in that the standards require submittal of an emergency action plan or incident action plan. Therefore, staff is proposing several code amendments to make the same review standards apply to all large outdoor events. Specifically, staff is proposing that the Special Event Permit regulations be moved to a separate chapter of the Municipal Code (a new Section 20), and be amended to apply throughout the Village. Also, staff is proposing amendments to Section 12 of the Zoning Code, as detailed below.

The Temporary Use Chart in Section 12.4 of the Zoning Code lists all of the authorized temporary uses, and Section 12.3 lists the "special" temporary uses that require additional Village Board approval. Currently the list of special temporary uses in Section 12.3 only includes tent meetings, carnivals, circuses

and civic use of public property. Staff has proposed amending Section 12.3 by expanding this list to match the list of uses in the Special Event Permit regulations. As proposed, carnivals, circuses, car shows, races, and parades would always require approval of a Special Event Permit instead of a temporary use permit, regardless of the anticipated number of attendees. A list of other similar events would require approval of a Special Event Permit when the anticipated number of attendees will exceed 100 people. On residential properties, a Special Event Permit would only be required for outdoor events that are operated for profit and when the anticipated number of attendees will exceed 100 people.

Within the Temporary Use Chart in Section 12.4, carnivals are listed as only being allowed in the B2, B-3, B-4 and M-1 zoning districts, subject to limits on the time, days, number, and parking. Since carnivals would always require a Special Event Permit under the proposed regulations, they are proposed to be deleted from the chart in Section 12.4. Further, the language in the first row of the Temporary Use Chart in Section 12.4 has been completely revised to clarify the types of outdoor shows and sales that are subject to temporary use regulations.

The Planning & Zoning Commission considered the proposed text amendments to the Zoning Code on Monday, June 17, 2024 and voted unanimously in favor of changes. An Ordinance capturing the changes discussed above to both the Zoning Code and Municipal Code has been attached for your review.

With the proposed changes to the Municipal and Zoning Code outlined above, the Special Event Permit Regulations and Application also requires an update to better align it to the revisions. In addition, the following adjustments have been made:

- 1) The fee schedule has been updated to remove the fee for an inspection of popup tents and remove the security deposit, which was burdensome to smaller events and often waived for larger events. A statement has been added to the General Regulations to place responsibility for damage to Village property on the Sponsoring Individual/Organization.
- 2) Temporary signage must not be placed more than three weeks prior to the event.
- 3) Sound Amplification was merged with Lighting and Sound System Utilization to reduce redundancy.
- 4) Minimum information to be included on an Incident Action Plan has been outlined.

The proposed revisions to the Special Event Permit Regulations and Application, and Fee Schedule have been attached for your review.

FINANCIAL IMPACT

None.

ATTACHMENT

1. Proposed Ordinance
2. Special Event Permit Regulations and Application, and Fee Schedule

RECOMMENDED MOTION(s)

Motion to Approve An Ordinance Adding Chapter 20, "Special Events" to the Lake in the Hills Municipal Code, Amending Chapter 8, "Parks, Lakes and Beaches" of the Lake in the Hills Municipal Code, and Amending Section 12, "Temporary Uses" of the Lake in the Hills Zoning Code.

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

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2024-_____

An Ordinance Adding Chapter 20, "Special Events" to the Lake in the Hills Municipal Code, Amending Chapter 8, "Parks, Lakes and Beaches" of the Lake in the Hills Municipal Code, and Amending Section 12, "Temporary Uses" of the Lake in the Hills Zoning Code

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

WHEREAS, subject to said Section 6, a home rule unit may exercise any power and perform any function pertaining to its government and affairs for the protection of the public health, safety, morals and welfare; and

WHEREAS, Chapter 8 of the Lake in the Hills Municipal Code regulates the use of Village parks, lakes and beaches, and Section 8.14 of said Chapter 8 sets forth regulations for special events within Village parks and rental facilities; and

WHEREAS, Village Staff has proposed amendments to Chapter 8 of the Lake in the Hills Municipal Code and has proposed moving the special event regulations in Section 8.14 to a newly added Chapter 20 of the Lake in the Hills Municipal Code (the "Municipal Code Amendments") to apply the special event regulations to property throughout the Village instead of only in Village parks or rental facilities; and

WHEREAS, Section 12 of the Lake in the Hills Zoning Code regulates temporary uses in the Village, including special temporary uses that require approval by the Village Board; and

WHEREAS, Village Staff has proposed amendments to Section 12 of the Lake in the Hills Zoning Code (the "Zoning Amendments") to clarify the list of special temporary uses and to require such uses to be approved in accordance with the special event regulations in the proposed new Chapter 20 of the Lake in the Hills Municipal Code; and

WHEREAS, pursuant to Section 22.4 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 Zoning Amendments was duly advertised in the Northwest Herald on May 25, 2024, and was held on June 17, 2024; and

WHEREAS, on June 17, 2024, after deliberation the PZC voted (7 aye, 0 nay, 0 absent, 0 abstain) to make a report and a recommendation to the President and Board of Trustees in support of the Zoning Amendments; and

WHEREAS, the Village President and Board of Trustees have considered the report and recommendation of the PZC, have considered the Zoning Amendments and the Municipal Code Amendments, and have determined that adoption of the Zoning Amendments and the Municipal Code Amendments, as set forth in this Ordinance, will serve and be in the best interest of the Village and its residents;

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

SECTION 1: 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: That the Lake in the Hills Municipal Code shall be amended to add Chapter 20, Special Events, attached hereto and, by this reference, made a part of this Ordinance as Exhibit A.

SECTION 3: That Chapter 8, Section 8.02 be amended to read as follows:

8.02 OPERATING POLICY

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

It shall be unlawful for any person other than Village personnel conducting Village business therein to occupy or be present in the park during any hours in which the park is not open to the public, except as approved by the Director of Parks and Recreation upon application for a Facility Use Permit, provided for in Section 8.13 herein or a Special Event Permit, provided for in ~~Section 8.14 herein~~Chapter 20.

SECTION 4: That Chapter 8, Section 8.15 be amended to read as follows:

8.15 PENALTIES

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

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

SECTION 5: That Chapter 8, section 8.14 be repealed in its entirety and left blank.

SECTION 6: Section 12, "Temporary Uses", of the Lake in the Hills Zoning Code shall be amended to read as follows:

* * *

12.3 SPECIAL TEMPORARY USES:

~~Tent meetings, carnivals, circuses and civic use of public property~~The following outdoor uses are considered special temporary uses and shall require approval of a Special Event Permit by the Village Board in accordance with Chapter 20 of the Lake in the Hills Municipal Code instead of a temporary use permit:

1. Carnivals, circuses, car shows, races, and parades;
2. The following events when the number of persons will exceed 100: tent meetings, exhibitions, fairs, shows, musical performances, speeches, rallies, plays, and motion pictures;

3. Any event on residential property that is operated for profit and when the number of persons will exceed 100.

* * *

12.4 Temporary Use Chart

Permitted Temporary Use	Zoning District	Time Limited	Number Limited	Parking	Additional Limitations
Indoor/Outdoor Craft, Art, Rummage, Plant Show, Exhibits, Sales and Carnivals <u>Outdoor craft shows or sales, art shows or sales, rummage sales, and any other outdoor exhibits or sales</u>	B-2, B-3, B-4, M-1	Maximum of 4 consecutive days	No more than 2 times in a 12-month period.	As required by the type of business; see Section 18	Regular business hours
* * *					

SECTION 7: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law and following the 30-day posting period, as required by State law.

Passed this 27th day of June, 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 27th DAY OF June, 2024

Village President, Ray Bogdanowski

(SEAL)

ATTEST: _____
Village Clerk, Shannon DuBeau

Published: _____

EXHIBIT A

CHAPTER 20, "SPECIAL EVENTS"

CHAPTER 20
SPECIAL EVENTS

20.01	Permit Required
20.02	Fees
20.03	Regulations
20.04	Application
20.05	Application Procedure
20.06	Penalties

20.01 PERMIT REQUIRED

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

1. The person, business, or group desires to have an event that requires the use of an outdoor area, parking lot, or park within the Village, where the number of persons will exceed 100; and
2. Any person, business, or group will use Village facilities outside of the normal days and hours for public use of such facilities; or
3. Any stage, tent, or other structure will be erected; or
4. Any third-party vendors will be utilized or food will be sold; or
5. Any loud or amplified speech, music, or other sound will be made, or any system or device will be used to make amplified sounds or signals, that does not conform with the restrictions on noise and amplified sound contained in this article; or
6. Any person will swim, wade, or boat outside of the areas designated for those activities; or
7. Special or ancillary Village services are requested or required in connection with the event for support, security, or other purposes, including, without limitation: electricity or other utilities, site preparation or restoration assistance, police or security services, fire safety services, lifeguards or

water safety services, assistance with equipment, or other Village staff assistance; or

8. The event includes, but is not limited to the following activities: outdoor exhibitions, races, carnivals, fairs, circuses, parades, shows, musical performances, speeches, rallies, plays, or motion pictures.

20.02 FEES

The Board of Trustees may adopt, from time to time, a schedule of fees for Special Event Permit applications. The Board of Trustees may also, from time to time, adopt requirements for the payment of security deposits or use fees in connection with the Special Event Permit. No person or group may conduct such special event without first having paid the required deposit and fee as provided in the fee schedule attached to the Application (the "Fee Schedule"). Damage to Village property or equipment that exceeds the security deposit will be the responsibility of the sponsoring organization.

20.03 REGULATIONS

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

20.04 APPLICATION

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

1. The name, address, email, and telephone number of the applicant and a contact person for the special event.
2. The date, time, specific location, and expected duration, including any set-up and clean-up, of the special event.
3. The approximate number of persons expected to attend or participate in the special event.
4. A description of any signs, banners, markers, or structures, including, but not limited to, stages, platforms, or tents, proposed to be erected or displayed in connection with the special event.

5. A description of any sound-amplification systems or devices proposed to be used in connection with the special event, and a description of how such systems or devices will be used.
6. A description of any other equipment, systems, or vehicles that will be used in connection with the special event.
7. A description of any proposed service, distribution, possession, or consumption of alcoholic beverages.
8. Proof of compliance with all applicable federal, state, and Village licensure, permitting, and insurance coverage requirements, including proof of insurance coverage in the minimum amounts established by the Village from time to time for special events.
9. A hold harmless and indemnification agreement for those events that take place on Village property or rights of way.
10. Such other information as may be reasonably required or requested by the Village, including but not limited to: a site plan, a traffic control plan, incident action plan, an emergency action plan, electrical plan, and/or outside agency permits.

20.05 APPLICATION PROCEDURE

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

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

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

20.06 PENALTIES

Any person, organization, firm or corporation who violates this Chapter 20 shall be fined as approved by the Village Board and listed in the Comprehensive Fine and Fee Schedule in this Municipal Code. Each violation of this Chapter 20 is hereby declared to be a public nuisance to be abated in the manner provided by law.

Any person, organization, firm or corporation violating this Chapter 20 may suffer the additional penalty of having his or her permit revoked for any such violation. Revocation shall be in writing signed by the Village Administrator. Revocation may impact the ability to secure future Special Event permits.



SPECIAL EVENT PERMIT REGULATIONS AND APPLICATION

Village of Lake in the Hills

A permit is required for all Special Events as defined in Chapter [8-1420](#) of the Lake in the Hills Municipal Code. This applies to both for profit and not-for-profit organizations, [businesses and individuals](#) and includes but is not limited to outdoor exhibitions, races, carnivals, fairs, circuses, parades, shows, musical performances, speeches, rallies, or motion pictures. The application packet must be completed in its entirety and submitted at least **sixty (60) calendar days** before the Special Event to the Village of Lake in the Hills, Administration Department, 600 Harvest Gate, Lake in the Hills, Illinois. The permit will not be issued until all comments/concerns have been addressed, signatures have been received, Village Board approval has been granted, and final approval has been granted by the special event review committee.

General Regulations:

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

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



SPECIAL EVENT TITLE: _____

SPECIAL EVENT INFORMATION

Event Location _____
 Event Description _____
 Start Date _____ End Date _____
 Start Time _____ End Time _____
 Expected Attendance _____ # Working the Event _____
 Event Website _____ Admission Fee _____
 How will revenue be used _____

SPONSORING ORGANIZATION

Name _____ Contact _____
 Address _____
 City, State, Zip _____
 E-mail _____ Phone _____

EVENT COORDINATOR

Name _____
 Home Address _____
 City, State, Zip _____
 E-mail _____ Phone _____

SUBMISSION REQUIREMENTS

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

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

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

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



- 2. Use of a Private Site** – Select this box if the event will be held on private property. The use of private property requires the submission of a site plan that meets the same minimum requirements listed in Section #1 above.
- 3. Use of Public Roadway(s)** – Select this box if the event will require the use of a public roadway. Special Events that require the closure of a public roadway or the temporary obstruction of traffic flow require the submission of a traffic control plan. The traffic control plan must include the following:
- Traffic layout for safety purposes
 - Route map
 - Location of directional signage
 - Location of other signage
 - Location of barricades
 - Power/extension cords
 - Parking areas

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

- 4. Serving / Selling Food** – Select this box if you will be serving or selling food. If food is prepared or served, the special event must comply with all applicable local, state and county rules, regulations, and laws. Provide copies of each permit application submitted by the McHenry County Department of Health for all participating food vendors.
- 5. Temporary Signage** – Select this box if you require temporary signage for this event. Attach your request to this application and must include a description of the sign(s), dimensions, dates of display (not to exceed three weeks prior to event), and the specific locations where the sign(s) is to be displayed.
- 6. Non-Highway Vehicles** – Select this box if you are requesting the use of non-highway vehicles by special event organizers, staff or volunteers. Provide a description of the non-highway vehicles (ATV, golf cart or similar) requested to be used. Provide a list of the individuals who will be authorized to operate the vehicles.

For purposes of public safety, non-highway vehicles:

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



- 7. Carnival** – Select this box if you are requesting a carnival. The applicant must include the following as part of the application for a special event:
- a. A statement verifying that the carnival operator does not employ any child sex offenders.
 - b. A statement verifying that none of the carnival operator's employees are fugitives from Illinois or any other state's law enforcement agencies.
 - c. An accurate and comprehensive list of carnival workers, including, for example, driver's license information, social security information, etc. The carnival operator shall also keep this list on site and available for inspection.
 - d. A statement verifying that the carnival operator has conducted a criminal background check on each employee.
 - e. A statement verifying that the carnival operator conducts pre-employment or random drug testing of employees.
 - f. All carnival employees must keep government-issued photo identification (such as a state-issued identification card or driver's license) on their person at all times during the public event. The government-issued identification must be presented at any time to an officer of the Village upon request.
 - g. Information provided above is subject to verification by the Lake in the Hills Police Department.
- 8. Tents or Temporary Structures** – Select this box if you are planning to use tents or other temporary structures, such as staging, etc. Any tent, canopy, and/or temporary structure erected to house all or part of an event shall require the submission of any manufacturer's documentation, a Certificate of Flame Resistance, wind rating, and associated safety information. Anchoring must be coordinated with J.U.L.I.E. and shall not penetrate pavement. Construction of a temporary structure may require a building permit or inspections, which will be charged in accordance with the fee schedule. All tents or temporary structures must be removed within three (3) days of the completion of the event.
- ~~**9. Sound Amplification** – Select this box if sound amplification will be used at the event. The Applicant's signature on this application will serve as an acknowledgement of the applicant's review of Section 43.09 of the Municipal Code.~~
- ~~Check this box if you are requesting a Waiver of Noise Ordinance; Waivers to the Noise Ordinance are subject to Village Board approval.~~
- 9. Lighting and Sound Systems Utilization** – Lighting, sound, and/or stage systems ~~will be require~~ an inspected inspection by the Village. All proposed lighting and sound system utilization and the location thereof, shall be subject to Village approval prior to issuance of the respective Special Event Permit. The Applicant's signature on this application will serve as an acknowledgement of the Applicant's review of Section 43.09 of the Municipal Code.
- Check this box if you are requesting a Waiver of Noise Ordinance; Waivers to the Noise Ordinance are subject to Village Board approval.
- 10. Electrical** – Select this box if your event will require electrical. Special events requiring electrical may require an inspection. A line drawing shall be submitted with the application indicating each device being used, its fusing, and its power source. In addition, for all temporary power sources, a description, source, location contractor name, contact information and a copy of the contractor's license must be submitted with the application.



- 11. Exterior Propane Tanks.** Propane tanks supplying heating and cooking devices are allowed in open, external to permanent structures or vehicles, uncovered areas only and shall not be under tents. All propane tanks must be secured and cannot exceed 100 lbs.
- 12. Emergency Action Plan (Minor Special Events)** – For a minor special event (outdoor sales event, athletic event, small open-air gathering), an event organizer shall prepare an emergency action plan for a special event that is based on the estimated number of attendees and, at a minimum, includes:
 - a. On-site security for attendees and property;
 - b. On-site medical coverage, number of ~~a level of certification of certified~~ emergency medical responders, and the 911 access that will be utilized for the special event;
 - c. Fire safety plan;
 - d. Weather related evacuation and cancellation plans; and
 - e. Documents required in the Special Events Application.

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

- 13. Incident Action Plan (Major Special Events)** – For major special events, the event organizer shall work with the police department in the development of an incident action plan (IAP). For major special events (parades, festivals, carnivals, etc.), the event organizer shall designate a person(s) to provide the necessary information and documents to the police department representative who shall have the responsibility of the development of an Incident Action Plan. All requested documents and/or information requested for the Incident Action Plan shall be provided to the police department representative no later than 60 days prior to the start of the event. Non-compliance with requests for documentation and/or information as needed is grounds for cancellation of the special event. The incident action plan for the special event is based on, but not limited to, the type of event, the estimated number of attendees and, at a minimum, includes:
 - a. On-site public safety plan for attendees and property in accordance with section 14;
 - b. On-site medical coverage;
 - c. Fire safety plan – to be coordinated with the applicable fire department, to include any applicable occupancy limits for the event grounds, areas, and/or spaces;
 - d. Weather related evacuation and cancellation plans

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

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

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



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

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

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

Unless a peace officer has been authorized by the police chief, or is otherwise on duty and acting in an official capacity of their agency, only peace officers or police ~~explorers-cadets~~ commissioned by the Village of Lake in the Hills shall be used for traffic control on Village streets or in Village right-of-way for special events, as defined by municipal code.

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

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

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



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

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

With reasonable notice to the sponsors and event organizers, the Village reserves the right to require insurance of the event sponsors, organizers, and vendors other than that specifically provided herein, and to change the minimum acceptable limits of liability based on the Village's determination, in its sole discretion, that the risk presented by the public event warrants such changes. The Village does not warrant or represent that the specified insurance is adequate to protect the interests or liabilities of the sponsor, organizer, or vendors.

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

Optional Additional Licensing

Serving/Selling Alcohol

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

Raffle License

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

Affidavit of Applicant

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Lake in the Hills to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Lake in the Hills Municipal Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Lake in the Hills, the State of Illinois, and the United States of America in the conduct of the Special Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois



or any other state's law enforcement agencies. I (or the above-named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

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

Signature of Applicant

Date

Printed Name of Applicant



SPECIAL EVENT FEE SCHEDULE

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

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

Emergency Action Plan Review (Minor Special Events)	\$150
Incident Action Plan Review (Major Special Events)	\$300

Inspection Fees

Tents (120 sq. ft or larger)	\$100/tent
Tents (mini popup, less than 120 sq. feet each)	\$100/event \$0
Stages (Constructed or prefabricated)	\$100
Lighting & Sound (included with stages or tents)	\$0
Electrical generator(s).....	\$30/event
Miscellaneous electric.....	\$30

Public Safety/Police Services	As quoted
Public Works Services	As quoted

~~Security Deposit (refundable).....\$1,000~~

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



Indemnification, Waiver and Release

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

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

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

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

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

Permittee/ Licensee: _____

Circle all that apply: Applicant Sponsor Organizer Promoter

By: [Print] _____

[Authorized Signature] _____

Date: _____



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Public Works

SUBJECT: Task Order No. 2024-8 for the Barbara Key Park Restoration Project

EXECUTIVE SUMMARY

Staff seeks Board approval to award Baxter-Woodman a task order for the design & permitting for the Barbara Key Park Restoration Project.

Barbara Key Park is one of the most nature-centric amenities within the Village of Lake in the Hills. It features two ponds and a bike path and is a gateway to the Fen. The front detention pond at Barbara Key Park receives stormwater from the industrial park flowing westward, causing a buildup of silt. The goal of this project is to restore the Barbara Key front pond water body and surrounding wetland to its previous state, resulting in a combination of desired outcomes such as improved water quality, improved water circulation, increased water depths, better control of invasive species, reduced erosion in the watershed, improved fish habitat, bank stabilization, and better access for recreational activities.

Baxter-Woodman is the Village's stormwater and lakes engineering consultant. Village staff requests approval of the attached task order to hire Baxter-Woodman to design, permit, and provide bid services for the Barbara Key Park Restoration Project. If approved, Baxter-Woodman will begin design work so the Village can award and start the project next spring, with an estimated completion deadline of late 2025.

FINANCIAL IMPACT

The 2024 Budget includes \$52,000 for engineering and \$420,000 for dredging and restoration of Barbara Key Park. An initial task order with Baxter-Woodman was approved at a cost of \$9,500.00 and consisted of the conceptual plan for the project. This second task order, at \$55,950.00, will put the total cost of preliminary engineering services at \$65,450.00, which is over budget by \$13,450.00.

ATTACHMENTS

1. Baxter & Woodman Task Order No. 2024-8

RECOMMENDED MOTIONS

Motion to Approve Baxter & Woodman Task Order No. 2024-8, for the Barbara Key Park Restoration Design & Permitting, at a cost not to exceed \$55,950.00.

**VILLAGE OF LAKE IN THE HILLS, ILLINOIS
BARBARA KEY PARK RESTORATION DESIGN & PERMITTING**

FORM OF TASK ORDER

In accordance with Section 1.1 of the Master Contract between the Village of Lake in the Hills (“Owner”) and Baxter & Woodman, Inc. (“Consultant”) for Calendar Year 2024 Professional Engineering Services, dated December 2023 (the “Contract”), Owner and Consultant agree as follows:

1. **Project:**

Barbara Key Park Restoration Design & Permitting

2. **Services of Consultant:**

A. Task 1: Project Administration and Meetings

The Project Manager will oversee the design and permitting of the project, relate the progress to the Village, and guide collaboration between Village staff and the Baxter & Woodman team.

The Project Manager will attend project meetings as outlined below:

- One project kick-off meeting with Village Staff, at the Public Works Facility or on-site.
- One meeting to discuss the preliminary plans before proceeding to final design plans.

B. Task 2: Topographical & Bathymetric Survey

Obtain a one-foot topographic survey of the proposed project area as well as a one-foot bathymetric map of Barbara Key Pond.

C. Task 3: Wetland Delineation & Report

A Baxter & Woodman Natural Resources’ Ecologists will conduct a wetland delineation within the project boundary in accordance with the U.S. Army Corps of Engineers (Corps) 1987 Wetland Delineation and the Midwest or Northeast Regional Supplement for Wetland Delineations. Pink pin flags will be used to delineate the on-site wetland boundaries. Baxter & Woodman will GPS locate all wetland delineation flags using a submeter Trimble GPS unit. As required by the Corps, the delineation will include an on-site investigation of vegetation, soils, and hydrology. In addition, the floristic quality index (FQI) will be calculated for each wetland encountered. Digital photographs of data points will be taken to assist in documenting existing site conditions. Adjacent off-site wetlands will also be identified and inspected, if possible, but not flagged.

Baxter & Woodman will prepare a wetland delineation report in accordance with the U.S. Army Corps of Engineers 1987 Wetland Delineation Manual and

Midwest or Northeast Regional Supplement. The report will include the following: a wetland delineation exhibit that shows all wetlands and data collection points within the project area, photos of representative data points locations, wetland and soils maps, U.S. Army Corps of Engineers data forms, and an evaluation of the quality of on-site wetlands based upon the Floristic Quality Index (FQI).

Note: The Corps requires that field data be collected during the growing season (generally April 1-Oct 31). A wetland delineation outside the growing season can complete if requested but a return during the growing season to collect additional information may be required. Time required to revisit the site to collect additional data will be billed on a T&M basis.

D. Task 4: Tree Survey

Baxter & Woodman's Ecologists will survey all desirable native trees and shrubs only that are recommended to be preserved within the project boundary with the assumption that all other trees and shrubs will be removed as part of the proposed project. Each desirable tree and shrub will be tagged, assessed, and located using submeter GPS. The information will be tabulated in a Tree Inventory Table including tree tag #, species (common and scientific), DBH, condition, and general comments regarding quality.

E. Task 5: Preliminary & Final Design Plans

Baxter & Woodman Environmental Engineers and Restoration Ecologists will use information obtained from the conceptual design phase of the project to develop Preliminary (60%) & Final Design Plans. Submit an electronic copy of both the Preliminary Design Plans to the Village for one review and comment. Prepare an Opinion of Probable Cost for Construction for both the Preliminary and Final Design. The Final Design Plan will be signed by an Illinois Licensed Engineer if required. Preliminary & Final Design Plans will include:

- Title Sheet with the project location map, general notes, and materials/quantities schedule.
- Construction Specification Sheets including General Provisions, Selective Woody Tree & Brush Removal, Grading, Dredging, Soil Preparation, Native Seeding & Planting, Fishing Platforms, and 3-Year Stewardship of Plantings.
- Existing Condition Sheets depicting existing topographic conditions, etc.
- Tree Preservation Sheets showing desirable trees to remain and notes regarding debris clearing and removal.
- Layout and Grading Sheets showing existing and proposed topography and bathymetric contours.
- Planting Plan Sheets with associated native seeding lists and quantities.
- Erosion Control Sheets outlining erosion control measures.
- Detail Sheets with typical sections, planting details, erosion details, etc.

F. Task 6: Environmental Permitting Investigation & Applications

Investigate all permit needs/requirements related to designing and constructing the proposed project. Potential permits are likely to include but not limited to Corps/IEPA, IDNR, USFWS, SHPO, SWCD, IEPA SWPPP, and McHenry County Stormwater.

Corps Permit Application

Prepare a Corps/IEPA Joint Application for the project. For the Corps/IEPA Joint Application permit, we will submit the Final Design Plans, wetland report, obtain a jurisdictional determination, submit appropriate applications to the IDNR, USFWS, and SHPO as well as prepare the application package and coordinate with the Corps project manager. Meet with the Corps project manager on site if necessary to discuss the project and respond to Corps' requests for additional information and/or revisions to the plan. It is anticipated that the Corps Nationwide Permit 35 (Maintenance Dredging of Existing Basins) will apply to the proposed project.

McHenry-Lake Soil & Water Conservation District (SWCD) Permit Application

Complete McHenry County applications for soil erosion and sedimentation control and coordinate requests for additional information and/or revisions to the plan. Note that a \$2,500 application fee is anticipated and is not included in the project fee.

McHenry County Stormwater Application

Prepare a McHenry County Stormwater Permit Application and submit to the County.

IEPA SWPPP Application

Prepare IEPA Stormwater Pollution Prevention Plans (SWPPP) and Notice of Intent (NOI). Note that a \$750 application fee is anticipated and is not included in the project fee.

G. Task 7. Soil Boring & Testing

Subcontract with Rubino Engineering, Inc. to complete soil boring, soil sampling, laboratory testing, and CCDD testing for up to two locations on the site related to dredging work.

H. Task 8. Bid Documents

Prepare (on behalf of the Village) bidding documents for construction of the project and 3-Year Stewardship/Monitoring. Bid documents will include standard Village language, the approved engineering plan set, project specifications, and bid tab. Answer questions from contractors.

3. **Approvals and Authorizations:** Consultant shall obtain the following approvals and authorizations:

Permits listed in Task 6: Environmental Permitting Investigation & Applications

- Joint Army Corps/IEPA Permit
- McHenry-Lake SWCD Permit
- McHenry County Stormwater Permit
- IEPA Notice of Intent for SWPPP

4. **Commencement Date:**

X the date of execution of this Task Order by Owner.

5. **Completion Date:**

A. Design, Permitting & Bidding Phase: 120 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

B. Bidding Phase: 30 days following issuance of Notice to Proceed by Owner plus extensions, if any, authorized by a Change Order issued pursuant to Section 2.1 of the Contract.

6. **Submittal Schedule:**

Submittal: None

7. **Key Project Personnel:**

Names: Steve Zimmerman

Telephone: (773) 507-0982

8. **Contract Price:**

For Tasks 1-8 (Design, Permitting, & Bidding): For providing, performing, and completing each phase of Services, the following lump sum amount set forth opposite each such phase:

<u>Phase</u>	<u>Lump Sum</u>
Project Administration & Meetings	\$1,450
Survey	\$6,000
Wetland Delineation	\$3,000
Tree Survey	\$2,500

Preliminary & Final Design	\$18,500
Permitting	\$12,500
Soil Boring & Testing	\$8,000
<u>Bidding</u>	<u>\$4,000</u>
TOTAL	\$55,950

9. **Payments:**

For Tasks 1-8 (Design, Permitting, & Bidding): Consultant shall, not later than 10 days after execution of this Task Order and before submitting its first pay request, submit to Owner a schedule showing the value of each component part of such Services in form and with substantiating data acceptable to Owner (“Breakdown Schedule”). The sum of the items listed in the Breakdown Schedule shall equal the amount set forth in the Schedule of Prices. An unbalanced Breakdown Schedule providing for overpayment of Consultant on component parts of the Services to be performed first will not be accepted. The Breakdown Schedule shall be revised and resubmitted until acceptable to Owner. No payment shall be made for Services until Consultant has submitted, and Owner has approved, an acceptable Breakdown Schedule.

Owner may require that the approved Breakdown Schedule be revised based on developments occurring during the provision and performance of the Services. If Consultant fails to submit a revised Breakdown Schedule that is acceptable to Owner, Owner shall have the right either to suspend Progress and Final Payments for Services or to make such Payments based on Owner’s determination of the value of the Services completed.

For purposes of determining the amount to be paid to Consultant in the event of any termination pursuant to Subsection 1.9A of the Contract, Direct Labor Costs and Reimbursable Expenses shall follow the articles of the Master Contract.

10. **Modifications to Contract:** None

11. **Attachments:** None

Approval and Acceptance: Acceptance and approval of this Task Order, including the attachments listed above, shall incorporate this Task Order as part of the Contract.


The Effective Date of this Task Order is _____, 2024.

VILLAGE OF LAKE IN THE HILLS

By: _____
Shannon Andrews
Village Administrator

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

BAXTER & WOODMAN, INC



Carolyn Grieves, PE
Vice President

DESIGNATED REPRESENTATIVE FOR TASK ORDER:

Name: Carolyn A. Grieves, PE

Title: Vice President

Address: 8678 Ridgefield Road, Crystal Lake, IL 60012

E-mail Address: cgrieves@baxterwoodman.com

Phone: 815-444-3230



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Public Works

SUBJECT: Village Hall Exterior Painting and Interior Door Staining Project

EXECUTIVE SUMMARY

Staff seeks Board approval to accept the bid and award a contract to Tron Restoration of Vernon Hills to paint the exterior trim and stain the interior doors at Village Hall, in an amount not to exceed \$27,690.00.

On May 9, 2024, Village staff released a Request for Proposal (RFP) for the project to the Village's website. A public notice was published in the Northwest Herald and staff contacted twenty-seven vendors to notify them of this opportunity. On May 17, 2024, five sealed proposals were opened with responses ranging from a high bid of \$91,740.00 to a low bid of \$27,690.00 from Tron Restoration. Due to the wide range of bid prices, staff verbally confirmed with Tron Restoration ensuring that are aware that the job is subject to prevailing wage.

Tron is a new contractor working for the Village. Staff contacted their work references who each responded positively, stating they were very satisfied with their results and that they were professional, on time, and had no issues. They further stated that they would use the company again in the future. As such, Village staff recommends awarding a contract to Tron Restoration for \$27,690.00.

FINANCIAL IMPACT

The FY2024 budget for this project is \$26,000.00. Tron's bid of \$27,690.00 is over budget by \$1,690.00; however, there are sufficient savings on other projects within the budget to offset.

ATTACHMENTS

1. Tron Restoration Certification
2. Bid Tabulation Sheet

RECOMMENDED MOTION

Motion to accept the bid and award a contract for the Village Hall Exterior Painting and Interior Door Staining Project with Tron Restoration, in an amount not to exceed \$27,690.00.

**APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

Village Hall Exterior Painting and Interior Door Staining Project

CONTRACTOR'S NAME: Iron Restoration LLC
ADDRESS: 950 Corporate Woods Pkwy
Vernon Hills IL 60061

1. COST OF WORK:

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

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

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

FOR THE LUMP SUM OF Twenty Seven
Six hundred and Ninety Dollars (\$ 27690.00)

2. COSTS:

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

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

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

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

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

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

3. DELIVERY REQUIREMENTS:

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

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for said "Village Hall Exterior Painting and Interior Door Staining Project," [he/she] will completely perform the contract in strict accordance with its terms and conditions within the specified date of completion listed above after notification of award of contract.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said "Village Hall Exterior Painting and Interior Door Staining Project" in accordance with the following specifications and exhibits as attached.

6. CONDITIONS:

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

Dated at Hendevanville this 9 day of May, 2024

By: _____
(signature)

Its: member/manager
Title

Lester Gray being duly sworn, deposes and states that he/she is the _____
member/manager of Tron Restoration LLC and that the statement above is

true and correct. Subscribed and sworn before me this 9 day of May, 2024

(NOTARY PUBLIC)  **MARCELO HERNANDEZ**
Commission # HH 172649
Expires September 6, 2025

Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)

Title: _____

Village Hall Exterior Painting & Interior Door Staining

Village of Lake in the Hills, IL - Bid Tabulation

RFP DUE DATE: May 16, 2024 - 10:00 a.m.

Company	RFP Amount
Red Feather Group	\$ 77,800.00
Tiles in Styles LLC	\$ 91,740.00
Tron Restoration	\$ 27,690.00
A Plus Painters	\$ 42,300.00
Midwest Decorating	\$ 44,790.00



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Public Works

SUBJECT: Well 14 Roof and Gutter and Well 12 Siding Replacement Project

EXECUTIVE SUMMARY

Staff seeks Board approval to accept the bid and award a contract to C3 Construction of Crystal Lake to replace the roof and gutters on Well 14 and replace the siding on Well 12, in an amount not to exceed \$90,777.00.

Village staff released a Request for Proposal (RFP) for the Well 14 Roof and Gutter & Well 12 Siding Replacement Project on June 22, 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 two sealed responses on May 30, 2024; with a high bid of \$119,000.00 from All American Exterior Solutions and a low bid of \$90,777.00 from C3 Construction.

The budgeted amount for this project was \$75,000.00, which did not anticipate the additional specifications identified during the online Q&A period, which were subsequently added to the project's scope. While both bids are higher than initially anticipated, staff believes they accurately reflect the costs of the project with those additional specifications included.

C3 Construction has a long history of providing quality services and professional results on many successful projects for the Village over the years. Staff seeks Board approval for a contract award with C3 Construction in an amount not to exceed \$90,777.00.

FINANCIAL IMPACT

The FY2024 Budget includes \$44,000.00 for the Well 12 Siding Replacement and \$31,000.00 for the Roof Replacement, for a total of \$75,000.00. The low bid for both projects was \$90,777.00, which is \$15,777.00 over budget. Savings on other projects are expected to offset the additional expense.

ATTACHMENTS

1. Bid Results
2. C3 Construction Bid Certification

RECOMMENDED ACTION

Motion to accept the bid and award a contract to C3 Construction for the Well 14 Roof and Gutter and Well 12 Siding Replacement Project, in an amount not to exceed \$90,777.00.

**APPENDIX 4
VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM**

Well 14 Roof and Gutter & Well 12 Siding Replacement Project

CONTRACTOR'S NAME: C3 Construction
ADDRESS: 301 E. Congress Pkwy., #1104
Crystal Lake, IL 60014

1. COST OF WORK:

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

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

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

FOR THE LUMP SUM OF Ninety thousand seven hundred seventy seven **Dollars (\$** 90,777.00 **)**

Owens Corning Manufacturer/Model of Shingles Duration

Copy of Manufacturer's Warranty(s) attached: Yes No

2. COSTS:

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

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

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

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

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

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

3. DELIVERY REQUIREMENTS:

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

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the contract for the Well 14 Roof and Gutter & Well 12 Siding Replacement Project, [he/she] will completely perform the contract in strict accordance with its terms and conditions no later than June 5, 2024, after notification of award of contract.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for the Well 14 Roof and Gutter and Well 12 Siding Replacement Project in accordance with the attached specifications and drawings.

6. CONDITIONS:

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

Dated at C3 Construction this 29TH day of May, 2024.

By: [Signature]
(signature)

Its: President
Title

Brian Bischoffer, being duly sworn, deposes and states that he/she is the President of C3 Construction and that the statement above is

true and correct. Subscribed and sworn before me this 29TH day of May, 2024

[Signature]



Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(signature)
Title: _____

Well 14 Roof and Gutter & Well 12 Siding Replacement

Village of Lake in the Hills - RFP Submittal Tabulation

RFP Due Date: 05/30/2024 10:00 am

Company	RFQ Amount
C3 Construction	\$90,777.00
All American Exterior Solutions	\$119,000.00



REQUEST FOR BOARD ACTION

MEETING DATE: June 25, 2024

DEPARTMENT: Parks and Recreation

SUBJECT: IGA for Use of Facilities with Community Unit School District 300

EXECUTIVE SUMMARY

Staff is recommending approval of an Intergovernmental Agreement with Community Unit School District 300 for the use of Lincoln Prairie School for the Parks and Recreation Department's Beyond the Bell After School Program ("BTB"). This agreement allows Parks and Recreation to offer a program that directly services the Lake in the Hills community who attend D300 Lincoln Prairie School.

Under this agreement, the Village will be allowed access to the school's gymnasium, multipurpose room and outdoor grounds consisting of playgrounds and fields. Due to the limitation of current Parks and Recreation facilities, the school facility is an ideal location that allows a safe and enjoyable atmosphere for activities that include play, study and social interaction amongst each other. This location provides a comfort level for the parents as their children are in a central and convenient location to assist with their daily schedules.

The attached agreement is for a 5-year term beginning July 1, 2024 and ending June 30, 2029. In addition to outlining the parameters for the use and scheduling of the property, the agreement also requires that Village employees follow background check procedures in accordance with the Illinois School Code. The BTB After School Program coincides with the D300 school calendar.

FINANCIAL IMPACT

There are no fees associated with the use of the facility.

ATTACHMENTS

1. Intergovernmental Agreement

RECOMMENDED MOTION

Motion to approve an Agreement Regarding the Use of Facilities between the Community Unit School District 300 and the Village of Lake in the Hills.

**AGREEMENT REGARDING USE OF FACILITIES BETWEEN
COMMUNITY UNIT SCHOOL DISTRICT 300 AND VILLAGE OF LAKE IN THE HILLS**

This Agreement, made and entered by and between the Board of Education of Community Unit School District 300, Kane, McHenry, Cook, and DeKalb, Illinois, an Illinois public school district (the "School District"), and the governing board of the Village of Lake in the Hills, (the "LITH"), provides as follows:

WHEREAS, the LITH is an Illinois municipal corporation that provides recreational and enrichment services to school-age children; and

WHEREAS, the LITH is interested in using certain School District facilities and property to provide the LITH's recreational and enrichment activities, commonly known as the Beyond the Bell and which programs and activities shall be referred to hereafter as the "LITH BTB;" and

WHEREAS, although the primary purpose of school facilities is for the education of the children of the School District, there are times when certain school facilities are not otherwise needed for school and educational purposes; and

WHEREAS, the School District has determined that allowing the LITH to utilize certain School District facilities to provide the LITH BTB program to students enrolled in the School District will supplement and enhance the educational experience of its students; and

WHEREAS, the Parties have a history of working cooperatively for their mutual benefit and the Parties desire to further define between themselves their respective rights and responsibilities and to cooperate to the maximum extent permitted by law with respect to the agreements described herein;

NOW, THEREFORE, and in consideration of mutual promises herein set forth, it is agreed as follows:

I. Agreements Between the School District and the LITH.

A. Description of Property. The School District is the owner of certain real estate, buildings and facilities (the "Property") which is more fully described in Exhibit A. attached hereto, and which may be amended in writing from time to time by mutual agreement of the Parties. The Parties anticipate that the LITH shall be permitted use of certain areas of one school during the school year and certain areas of one school during the summer. The LITH expressly acknowledges and agrees that the School District may, on occasion, and in its reasonable discretion, unilaterally restrict or reduce the areas of the Property to be used by the LITH.

B. Ownership. The School District shall at all times be the sole owner of the Property, and the LITH shall have no right or interest in the Property, except for the right to use the Property as provided in this Agreement.

C. Use of the Property. Subject to the terms and conditions of this Agreement, and in consideration of the agreements herein, the School District agrees to allow the LITH certain recreational use of the Property for authorized LITH BTB activities as described herein.

D. Rental Fees; Charges. LITH shall not be charged a rental fee or pay additional charges for the use of the Property as set forth herein. In the future, if the School District believes it is necessary to charge LITH for its use, the parties shall meet and confer relative to the charges and shall agree on the amount of the fee or charge.

E. No Financial Compensation. The LITH shall not receive any financial compensation from the School District. The LITH shall conduct registration of the LITH BTB programs, and any associated fees and costs for the LITH BTB program shall be paid directly to the LITH by students and their parents or legal guardians.

F. Scheduling of Property Use.

1. The LITH's use of the Property shall be limited to those non-school hours when the Property is not required for the School District's use. For example, the Parties anticipate that the LITH generally will use the Property (1) during the school year on weekdays in the mornings before school has begun for the day on a basis that will be adjusted seasonally in order to accommodate the School District and LITH's programming needs; (2) during the school year on weekdays in the late afternoons after school has released for the day on a basis that will be adjusted seasonally in order to accommodate the School District and LITH's programming needs; and (3) during the summer on weekdays from approximately 7:00 a.m. until approximately 6:00 p.m. It is understood and agreed that the needs of the School District will require its usage of the Property during non- school hours on certain days throughout the school year and summer.
2. All scheduling and use of the Property by the LITH must be approved in advance by the Superintendent, or the Superintendent's designee, of the School District. A detailed Schedule of Property Use shall be developed by representatives of the School District and the LITH.
3. The LITH shall designate a Site Director for each school location identified in Exhibit A and shall notify the School District with the contact information for each Site Director. In addition to the obligations hereunder as between the LITH and the School District, each LITH Site Director shall cooperate with the Principal of the corresponding school in connection with the LITH's activities hereunder.

G. Common Areas. Whenever the LITH has the right to use the Property under this Agreement, and subject to any scheduling restrictions imposed by the School District, the LITH shall be authorized to use on a joint use basis other common areas of the Property, including the hallways, restrooms, parking areas of the identified schools and any other areas that are incidental to the use of the Property, consistent with this Agreement and approved by the School District (the "Common Areas").

H. Ingress/Egress. The School District hereby grants to the LITH rights of ingress and egress solely for the limited purpose of gaining access for the use of the Property and Common Areas, on and over the pathways, sidewalks, driveways, student loading areas, or other means of access to the Property as designated by the School District whenever the LITH has the right to use such Property or Common Areas under this Agreement. The LITH shall have no right to use any portion of the Property, other schools of the School District, or other School District property, except as specified herein or as permitted by the School District.

I. Custodial Services. The School District shall provide its usual and customary custodial services to the Property in accordance with the School District's regularly scheduled working hours or at the discretion of the School District. Fees for overtime custodial services may be assessed to the LITH in accordance with School District policies and procedures.

J. Automated External Defibrillators. The LITH will provide a trained Automated External Defibrillator (AED) user as defined in 410 ILCS 4/1, et seq., who will be on the leased premises at all times the LITH is using the Property pursuant to this Agreement. The LITH shall be solely responsible for the failure to provide a trained AED user, or for the conduct, acts or omissions of the trained AED user, and shall defend, indemnify, and hold harmless the School District for same, in accordance with the defense and indemnification provision of this Agreement. The LITH BTB will provide its own AED at all their outdoor events and will provide the School District with a list of people trained and certified on the AED along with a copy of its AED certification cards.

K. Repair and Replacement. At the close of each instance of use, the LITH shall leave the Property in substantially the same condition as at the outset of each instance of use, ordinary wear and tear excepted. The LITH shall be responsible for the cost of repair and/or replacement of any damage to the Property, or any other School District property, including without limitation fixtures and furnishings, which occurs as a result of or in connection with the use of the Property by the LITH or its employees, volunteers, participants or agents. The LITH shall reimburse the School District for any costs it incurs related to damage caused by the LITH within 14 days after the School District sends a written invoice to the LITH.

L. No Improvements. The LITH shall not modify, alter, or place permanent fixtures or improvements upon School District property in any way without the prior express written approval by the School District.

M. Supervision. The School District shall have no responsibility whatsoever for supervising any LITH BTB activities and/or Property use hereunder by the LITH, its employees, volunteers, participants and/or agents. The LITH shall be solely responsible, at its own expense, for providing adequate adult supervision at all times in connection with its use of the School District's Property. The LITH acknowledges and assumes complete responsibility for the staff or volunteers used to supervise its activities hereunder.

N. Use Policies. The use policies of the School District, including without limitation the School District's Facility Rental Guide, shall apply to all users of the Property, including use by the LITH; provided, however, that the LITH may impose greater restrictions or stricter rules of conduct on its own program participants when making use of the School District's Property than those required by the School District.

O. Facility Use Only. The LITH expressly acknowledges and agrees that this Agreement with the School District is solely for use of the Property. All employees or volunteers supervising or implementing activities under this Agreement shall be LITH employees or volunteers, and the School District shall not be responsible in any way for employment of personnel to implement or supervise the LITH's BTB program on the School District Property nor for any employment-related benefits. The LITH shall represent the LITH BTB program as LITH programs and at no time shall represent any sponsorship or other involvement by the School District other than provision of facilities.

P. Required Waiver. Prior to providing any LITH BYB program or activity on the Property, the LITH shall obtain a Waiver, Release, Indemnity, and Hold Harmless Form, in substantially the form of Exhibit B, attached hereto, signed by the participating student and his/her parent or legal guardian, and shall forward a signed copy to the Chief Operations Officer, or designee.

Q. Background Investigations. The LITH, at its sole cost, shall conduct background investigations of all LITH BTB program employees, volunteers or others who will interact in proximity to School District students through the LITH BTB program, and, in accordance with Illinois School Code 5/10-21.9(f): (1) prohibit any of its employees who is or was found guilty of a criminal offense listed in 10-21.9(c) and 5/21B-80(c) to have direct, daily contact at a District school or school-related activity with one or more student(s) through the LITH BTB program; (2) prohibit any of its employees from having direct, daily contact with one or more students through the LITH BTB program, if the employee was found guilty of any offense in 5/21B-80(b) (certain drug offenses) until seven years following the end of the employee's sentence for the criminal offense.

In accordance with Illinois School Code 5/22-94, the LITH agrees to: (1) prohibit any of its employees from having direct contact with children or students through the LITH BTB program if the LITH has not performed a sexual misconduct related employment history review (EHR) of the employee or if the District objects to the employee's assignment based on the employee's involvement in an instance of sexual misconduct as provided in 5/22-94(j)(3), which the LITH is required to disclose and (2) maintain all records of EHRs and provide the District access to such records upon request.

R. Fitness for Duty. In accordance with Illinois School Code 5/24-5, the LITH agrees that each of its employees that provides services to students or is in schools as part of the LITH BTB program is physical fit to perform the duties assigned and free from communicable disease.

S. Promotional Materials; News Releases. The School District shall permit the LITH to use the School District's name in describing the location of the LITH BTB programs, provided that, consistent with Section I.O., the LITH shall not represent the School District in any way except as expressly provided herein.

II. **General Terms.**

A. Incorporation of Recitals and Exhibits. The recitals and Exhibits to this Agreement are hereby incorporated as if set forth fully herein.

B. Term of Agreement. This Agreement shall commence July 1, 2024 and shall conclude on June 30, 2029. The Parties may agree in writing to extend this Agreement for an additional term.

C. Termination. Either Party may terminate this Agreement for any reason upon six (6) month's advance written notice to the other Party. Additionally, if, during the course of this Agreement, the School District's situation changes so as to necessitate the use of all or portions of the Property for School District purposes, the School District reserves the right to cancel the LITH's use of the Property and terminate this Agreement with written notice to the LITH three (3) months in advance of termination of the LITH's use of the Property. The Parties agree this provision is not intended to allow the School District to terminate the LITH's use of the Property where the School District has no demonstrable bona fide educational need.

D. Default.

1. In the event that one Party believes the other to be in default under this Agreement, that Party acting through its chief administrator, shall notify the other Party in writing and allow the other Party thirty (30) days from the date of receipt of the notice to cure the default. If the default is not then cured, the Party having sent the notice of default may terminate the Agreement by serving written notice on the other Party effective thirty (30) days after receipt of the notice by the other Party.

2. In the event of emergency, safety issue, or failure to maintain insurance, or any other condition that constitutes a substantial threat to the health or safety of students, employees or others at the School District, as determined by the School District in its sole reasonable discretion, the School District may immediately suspend the LITH's activities hereunder until such condition has been remedied to the School District's satisfaction in accordance with this Agreement.

E. Indemnification.

1. To the fullest extent permitted by law, the LITH shall indemnify, defend and hold harmless the School District, the Board of Education and its members, employees, volunteers, and agents, and their successors and assigns, in their individual and official capacities (collectively the "School Indemnitees"), from and against any and all liabilities, loss, claim, demand, lien, damage, penalty, fine, interest, cost, and expense, including without limitation, reasonable attorneys' fees and litigation costs, incurred by any of the School Indemnitees for injuries to persons or for damage, destruction or theft of property arising out of any activity of the LITH, or any act or omission of the LITH or of any employee, agent, volunteer, or invitee of the LITH (collectively the "LITH Indemnitors"), in or about the Property, the Common Areas or other School District property.

F. Insurance.

1. The School District, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement its usual and customary general public liability insurance, including contractual liability coverages and property insurance. The District shall provide evidence of such coverage to the LITH at the LITH's request.
2. The LITH, at its sole cost and expense, shall keep in full force and effect at all times during the term of this Agreement insurance against claims for injuries to persons or damages to property, which may arise from or in connection with this Agreement. Coverage shall be at least as broad as:
 - a. Comprehensive general public liability insurance, including contractual liability coverages, and such other types of insurance in such amounts and with such A-rated companies as are reasonably acceptable to the School District, but, in any event, no less than One Million Dollars (\$1,000,000.00) per occurrence and Three Million Dollars (\$3,000,000.00) per occurrence and an umbrella policy no less than Three Million Dollars (\$3,000,000.00) per occurrence and aggregate. The insurance shall include sexual abuse and molestation coverage. Such insurance shall be evidenced by annually providing to the School District copies of the policies and/or certificates of insurance, naming the District and its Board of Education as an additional insured on a primary and non-contributory basis and providing that the insurance may not be modified, terminated, cancelled or non-renewed without at least thirty (30) days advanced written notice by certified mail, return receipt requested, to the School District.
 - b. The LITH shall keep and maintain Workers' Compensation Insurance covering all costs, statutory benefits and liabilities under State Workers' Compensation and similar laws for employees of the LITH. Consistent with Section I.N. herein, any

employee claim related to this Agreement will be by LITH employees and the School District shall have no obligation whatsoever to provide workers' compensation.

- G. No Waiver of Tort Immunity Defenses. Nothing contained in Sections II.E. or II.F. of this Agreement, or in any other provision of this Agreement, is intended to constitute nor shall constitute a waiver of the defenses available to the School District under the Illinois Local Governmental and Governmental Employees Tort Immunity Act, with respect to claims by third parties.
- H. Relationship of the Parties. No Third-Party Beneficiaries. Nothing in this Agreement shall be construed to consider any Party or its respective employees, volunteers or agents as the agents or employees of any other Party. Nothing contained in or done pursuant to this Agreement shall be construed as creating a partnership, agency, joint employer or joint venture relationship between the School District and the LITH. No Party shall become bound, with respect to third parties, by any representation, act or omission of the other Party. No claim as a third-party beneficiary under this Agreement by any person, firm, or corporation shall be made or be valid against the School District.
- I. Notices. Any notice or communication permitted or required under this Agreement shall be in writing and shall become effective on the day of mailing thereof by first class mail, registered or certified mail, postage prepaid, addressed:

<p>If to the LITH: Randy Splitt Director of Parks and Recreation 600 Harvest Gate Lake in the Hills, IL 60156</p>	<p>If to the School District: Chief Operations Officer 2550 Harnish Drive Algonquin, IL 60102</p>
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- J. No Assignment. No Party may assign any rights or duties under this Agreement without the prior express written consent of the other Party.
- K. Successors. This Agreement shall be binding upon the successors of the Parties' respective governing boards.
- L. Entire Agreement. This Agreement shall constitute the entire agreement of the Parties hereto with respect to the Property, the LITH's BTB program and activities hereunder, and this Agreement supersedes any and all prior agreements and understandings, whether written or oral, formal or informal. However, the Parties further acknowledge and agree that nothing in this Agreement is intended to, nor shall it, abrogate, impair, supersede, or amend the "Intergovernmental Agreement Between Community Unit School District 300 and the Village of Lake in the Hills for Access to and Occupancy of Certain Facilities in the Event of Emergency," executed in 2019.
- M. Amendments. This Agreement may not be amended except by means of a written document signed by authorized representatives of the Parties.
- N. Construction. The provisions of this Agreement have been negotiated, written and reviewed by the Parties in consultation with legal counsel. None of the provisions of this Agreement shall be construed against a Party merely because that Party was or is the principal drafter thereof.

- O. Captions. The captions of this Agreement are for convenience only and are not to be construed as part of this Agreement and shall not be construed as defining or limiting in any way the scope or intent of the provisions hereof.
- P. Calendar Days and Time. Unless otherwise provided in this Agreement, any reference in this Agreement to "day" or "days" shall mean calendar days and not business days. If the date for giving of any notice required to be given, or the performance of any obligation, under this Agreement falls on a Saturday, Sunday, or federal holiday, then the notice or obligation may be given or performed on the next business day after that Saturday, Sunday, or federal holiday.
- Q. Compliance with All Laws. The LITH shall comply with all applicable local, county, State and federal laws and regulations, including without limitation those regarding the provision of recreational and enrichment programs, facilities and student confidentiality.
- R. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Illinois without regard to conflict of law principles. Jurisdiction and venue for all disputes shall be the Circuit Court located in McHenry County, Illinois, or the federal district court for the Northern District of Illinois.
- S. Provisions Severable. If any term, covenant, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- T. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but altogether shall constitute one and the same Agreement.
- U. Authority to Execute.
1. The School District. The School District hereby warrants and represents to the LITH that the persons executing this Agreement on its behalf have been properly authorized to do so.
 2. The LITH hereby warrants and represents to the School District that the persons executing this Agreement on its behalf have the full and complete right, power, and authority to enter into this Agreement and to agree to the terms, provisions, and conditions set forth in this Agreement and that all legal actions needed to authorize the execution, delivery, and performance of this Agreement have been taken.
- V. Effective Date. This Agreement shall be deemed dated and become effective on the date the last of the Parties signs as set forth below the signature of their duly authorized representatives.

IN WITNESS WHEREOF, the undersigned Parties have caused this Agreement to be executed by their duly designated officials, pursuant to a proper resolution or motion of their respective governing bodies.

Village of Lake in the Hills

Community Unit School District 300

By: _____

Signature

Name (Print)

Title

Date

By: _____

Signature

Name (Print)

Title

Date

EXHIBIT A

Description of the School District Property

The commonly known description of the Property, understood and agreed upon by the Parties, is certain areas of certain schools of the School District during certain years under the Agreement, all as identified below:

1. The following areas of Lincoln Prairie, located at 500 Harvest Gate Road, Lake in the Hills, Illinois.
 - a. Gym
 - b. Multipurpose Room
 - c. Playgrounds and/or fields

EXHIBIT B

Waiver, Release, Indemnity & Hold Harmless

We, the undersigned parents/guardians of _____ (the "Student"), a student in Consolidated School District 300 (the "School District"), hereby give our full permission for the Student to participate in programs, including without limitation the Beyond the Bell program (BTB), conducted by the Village of Lake in the Hills (the "LITH") in facilities and/or schools owned by the School District. We understand that this is a voluntary activity, and is solely provided, supervised, and sponsored by the LITH and not by the School District. Further, we acknowledge that the School District has no responsibility for such activity and that the School District will not provide supervision and is in no way affiliated with the LITH or the LITH's BTB programs.

For and in consideration of the School District permitting the Student to participate in programs conducted by the LITH, we hereby waive, release and warrant that we shall not bring any claim, by lawsuit or otherwise, against the School District, its Board of Education or its members, officers, employees, agents and volunteers directly or on behalf of the Student or any other person in connection with the Student's participation in programs conducted by the LITH. By signing below, the Student has joined in this agreement, commitment, waiver, release, and acceptance of responsibility.

We further agree to indemnify and hold harmless the School District, its Board of Education and its members, officers, employees, agents and volunteers (the "Indemnitees") from any claim, loss, or expense whatsoever, including without limitation reasonable attorneys' fees, brought against or suffered by any of the indemnitees due to any injury or loss suffered by the Student or us in connection with the Student's participation in programs conducted by the LITH, or as a result of the Student's acts or omissions in connection with this participation, or arising out of a claim directly or indirectly related to this participation brought by any other person and arising out of the Student's acts or omissions.

If any term, covenant, condition, or provision of this waiver, release, indemnity and hold harmless is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

If the student is 18 years old or older, or will be while participating in the BTB programs, by signing below, the student has joined in this Agreement and agrees to its terms.

Parent/Guardian Name: _____

Parent/Guardian Signature: _____ Date: _____

Student First Name: _____ Student Last Name: _____

School: _____ Grade level: _____ ID#: _____