



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

APRIL 8, 2021  
7:30 P.M.

AGENDA

Due to the Governor's order restricting gatherings of people, and in an effort to minimize the potential spread of COVID-19, the Village reserves the right to restrict attendance to the meetings. The Village encourages anyone who wishes to address the Village Board to submit a written statement to be read aloud at the meeting. Please submit such a written statement, **by 4pm on April 8, 2021 to the Village Administrator, Fred Mullard**, by one of the following methods: email [fmullard@lith.org](mailto:fmullard@lith.org) or drop off at the front counter of Village Hall.

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 not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Police Department
    1. Collective Bargaining Agreement with Metropolitan Alliance of Police Lake in the Hills Chapter #168
  - B. Public Works
    1. 2021 Affiliate Organization Agreements
    2. Request to waive the competitive bidding requirements and award a contract for the Well 10 Design/Build Project
    3. Ordinance approving a Ground Lease with Ronald Hunt for PAP-67
  - C. Community Development
    1. Agreement with Arden Rose Senior Living for Bike Path construction
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - E. Trustee Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report

6. Village President
  - A. National Public Safety Telecommunicators Week (Village Board Meeting)
7. Audience Participation
8. 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) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

Posted by: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** April 8, 2021

**DEPARTMENT:** Police Department

**SUBJECT:** Collective Bargaining Agreement between the Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #168

## EXECUTIVE SUMMARY

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The collective bargaining agreement with the Metropolitan Alliance of Police Lake in the Hills Chapter #168 expired on April 30, 2020. Negotiations with the Union resulted in a tentative agreement on all issues. The Union's requests were limited and included the wage schedule, 12-hour shift schedule for the Community Service Officers (CSO), overtime pay, and personal days.

The agreement includes the wage schedule increased by 2.5% per year for the terms of this agreement. The 12-hour shifts for the CSOs are incorporated into Section 7.2, Hours of Work, and a compromise with the Union on the overtime pay and personal time issues. The Village requested significant language changes in the contract to mirror language in the Village's Personnel Rules and Regulations that the Union agreed to include. The Union has ratified the agreement, which is retroactive to May 1, 2020, and will end on April 30, 2023. A summary of the contract talk timeline is below.

- 123119 - Union sent a demand to bargain notification to the Village.
- 123119 - A response to the demand to bargain was sent by the Village to the Union to set a date for contract talks.
- 051520 - The Village followed up with the Union attorney on dates for contract talks.
- 051820 - The Village followed up with Chapter #168 union stewards on dates for contract talks.
- 052120 - The Village's attorney contacted the Union attorney in an attempt to get contract talks going.
- 052220 - The Union proposed to start talks in June.
- 082120 - The Union attorney notified the Village they had their proposal ready for the first meeting.
- 082520 - The Village received the union's first proposal.
- 101220 - The first meeting was held with the union. A counteroffer was sent to the Union attorney later in the day. The remainder of the time was working out details of the new contract language.

## **FINANCIAL IMPACT**

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The financial impact will be approximately \$6,000.00 which comprises the retroactive wages of four employees covered under the contract for the period of May 2020 to present. The period of May 2020 to December 2020 wages will be recorded against the FY 2020 fiscal year and the wages associated in fiscal year 2021 are within budget parameters.

## **ATTACHMENTS**

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1. Agreement Between Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #168 - 2020 to 2023
2. Edited Agreement Between Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #168 - 2020 to 2023 showing changes

## **RECOMMENDED MOTION**

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Motion to approve the collective bargaining agreement between the Village of Lake in the Hills and Metropolitan Alliance of Police Lake in the Hills Chapter #168 effective May 1, 2020 until April 30, 2023.

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
LAKE IN THE HILLS CIVILIAN  
CHAPTER #168**

**May 1, 2020 - April 30, 2023**

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## **PREAMBLE**

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Civilian Chapter #168 ("the Chapter" or "the Union") this \_\_\_\_\_ day of \_\_\_\_\_, 2021, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## **ARTICLE I RECOGNITION**

### **Section 1.1. Recognition of Bargaining Agency**

The Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All police department community service officers and record clerks, excluding all other employees employed by the Village of Lake in the Hills, including all non-police department employees, all sworn police employees and managerial, supervisory, confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act.

### **Section 1.2. Gender**

In this contract, the pronouns "He, Him, and His" shall refer to both men and women employees equally.

### **Section 1.3. Labor-management Meetings**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. A discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

#### **Section 1.4. Chapter Bulletin Board**

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

#### **Section 1.5. Representation Time**

An employee who is in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another employee. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.

## ARTICLE II MANAGEMENT RIGHTS

### Section 2.1. Management Rights

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge, layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

## **ARTICLE III PERSONNEL FILES AND DISCIPLINE**

### **Section 3.1. Personnel Files and Notice of Disciplinary Action**

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chief's designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of written reprimand placed in an employee's file, shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline.

### **Section 3.2. Procedures of Discipline**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

### **Section 3.3. Written Reprimand**

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee.

### **Section 3.4. Personnel File**

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.

### **Section 3.5. Progressive Discipline**

Progressive discipline is a means of communicating to the employees that their performance or behavior is below acceptable standards and is designed to assist employees when problems arise and to ensure fair treatment. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including discharge, without regard to the principle of progressive discipline.

### **Section 3.6. Pre-Discipline Conference**

Before a decision to suspend for three or more days or discharge an employee is issued by the Chief of Police, the employee and a representative provided by the Union, if requested by the employee, shall meet and confer with the Chief of Police to review the basis of the investigator's recommendation to suspend or discharge the employee. At this conference, which shall be conducted within two (2) business days of the request by the employee to have a Union representative present, the employee shall have an opportunity to present any information he or she deems appropriate for consideration by the Chief of Police prior to making the decision to suspend or discharge the employee. Any decision reached by the Chief of Police following this pre-discipline conference shall not be subject to the grievance procedure, consistent with section 6.5.

## **ARTICLE IV UNION SECURITY**

### **Section 4.1. Dues Deductions**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

### **Section 4.2. Indemnification**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, employees, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided the Village does not initiate or prosecute such action.

### **Section 4.3. Dues Checkoff**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all employees who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made pursuant to this Article) provided the Village does not initiate or prosecute such action.

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected employee. Payroll deductions shall be deducted from the first payroll of each month and shall commence beginning with the first such payroll following receipt of the appropriate form.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at their address as supplied to the Village Clerk of the Village of Lake in the Hills.

## **ARTICLE V SENIORITY**

### **Section 5.1. Layoff and Recall**

All layoffs will be determined on a seniority basis. Those police employees with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the employee or member removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police employees who have been furloughed due to a reduction-in-force, the employees on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed employee shall have the right to be re-employed if the Police Employee is otherwise qualified.

### **Section 5.2. Definition of Seniority**

Seniority shall be determined as the employee's length of service as a covered employee in the Department. Time spent in the armed forces, on military leaves of absence, and time lost due to duty related disability shall be included.

### **Section 5.3. Seniority Lists**

A current up to date seniority list showing the names and length of service of each employee shall be provided and posted by the Employer on January 1st and July 1st of each year on a designated bulletin board provided by the Village.

### **Section 5.4. Purpose of Seniority**

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

### **Section 5.5. Termination of Seniority**

An employee shall not accumulate seniority rights upon separation from services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. An employee is dismissed and later reinstated by court of competent jurisdiction.
2. An employee is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

## **ARTICLE VI GRIEVANCE PROCEDURE**

### **Section 6.1. Definition of Grievance**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation or application of the provisions of this Agreement. The Village shall not be required to pay any employee's wages for grievance related work, unless the employee is the grievant and is required by the Chief of Police or his designee to be present on the employee's on-duty time, in which case the employee shall receive his regular rate of pay for all time spent. The Chapter may appoint an employee, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the employee designated to do so, provided that the Village shall not be required to recognize an employee who has not completed his initial review period (and any extensions thereof) and/or suspension.

### **Section 6.2. Grievance Procedure**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the Employee becoming aware of the event giving rise to the grievance in accord with the following procedure:

#### **STEP ONE: Immediate Supervisor**

By written notification from the employee to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved employee. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the employee, meet to discuss the grievance prior to answering it.

#### **STEP TWO: Appeal to Chief of Support Services**

If the grievance is not settled in Step One, or, if an answer is not given within the time provided therefore and the employee decides to appeal, the employee shall, within five (5) working days from receipt of the Step One answer, appeal, in writing, to the Chief of Support Services. The employee, the Chapter representative and the Chief of Support Services, as the case may be, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Chief of Support Services will give his answer, in writing, within five (5) working days of the conclusion of the discussion.



### **STEP THREE: Appeal to Chief of Police**

If the grievance is not settled in Step Two and the employee decides to appeal further, said employee shall, within five (5) working days after receipt of the response of the Chief of Support Services, as the case may be (in Step Two), or, the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief shall meet with the employee and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the employee's appeal. If no settlement is reached at this meeting, the Chief of Police, or his designee shall give his answer in writing within five (5) working days of the meeting.

### **STEP FOUR: Binding Arbitration**

If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chief's answer (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

### **Section 6.3. Time Limits**

No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last answer of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step.

**Section 6.4. Investigation and Discussion**

All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.

**Section 6.5. Suspension or Termination**

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and are not subject to this grievance procedure.

**ARTICLE VII**  
**HOURS OF WORK: OVERTIME**

**Section 7.1. No Guarantee**

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

**Section 7.2. Hours of Work**

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly employees. The work day shall consist of 8.5 or 12 hour shift schedule.

**12 Hour Shift Schedule**

1. Employees assigned to a 12-hour shift will work a shift of hours to match the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - a. Employees on the 12-hour shift will be paid three 15-minute breaks and one paid 30-minute lunch.
  - b. The four hours which would normally exceed 80 hours in the two-week pay period due to working the 12-Hour shift will be schedule adjusted, where possible, or if not possible then the employee would be paid out the time over 80 hours as overtime.
  - c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for employee's on a two-week cycle as follows:
  - a. Work Monday and Tuesday, off work on Wednesday and Thursday, and work on Friday Saturday and Sunday.
  - b. Off work on Monday and Tuesday, word Wednesday and Thursday, and off work on Friday, Saturday and Sunday.
  - c. Employee callbacks will be limited to no more than one call back shift during any otherwise regularly scheduled block of days off. For example, if an employee is scheduled to work Friday-Sunday and is called back on Monday, that employee cannot regularly be called back that Tuesday as well.
3. Vacation Scheduling. In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected during the annual scheduling process in 7-day blocks. For example, an employee who would regularly be scheduled off Wednesday and Thursday per their

rotation could take Monday, Tuesday, Friday, Saturday and Sunday off (60 total vacation hours). On a week in which the employee would be scheduled to work Wednesday and Thursday, the employee could take those two days off (24 total hours). An employee does not need to schedule all working days off in the week, and an employee may begin the 7-day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.

Holiday benefit time will be paid per the current practice as either 8 hours or 4 hours as detailed in section 10.1. Employees working on an enumerated holiday will be compensated as outlined in Section 10.2.

### **8.5 Hour Shift Schedule**

Employees not assigned to the 12-hour schedule will be assigned to an 8.5 hour work schedule as follows:

- a. The shift will consist of 8.5 hours with two paid 15 minute breaks and one unpaid 30 minute lunch.
- b. Employees assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
- c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his break. No assignments of a non-emergency nature shall be made for an employee who in their assigned lunch break.
- d. If an employee misses a lunch break that cannot be rescheduled during the shift, the employee is entitled to overtime pay for all hours worked over eighty (80) in the fourteen day period.

### **Section 7.3. Overtime Pay**

Time worked by any employee in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period shall be paid for at time and one-half the employee's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

#### **Section 7.4. Overtime Assignments**

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection.

Whenever overtime is offered on a voluntary basis, it shall be offered on a rotating seniority basis. If no employee volunteers, the overtime assignment shall be assigned by reverse rotating seniority.

#### **Section 7.5. Compensatory Time**

Bargaining unit members may elect compensatory time off in lieu of overtime compensation.

Compensatory time will be granted at a rate of 1.5 hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an employee may schedule and take his compensatory time off with prior approval from the Chief of Police or his designee. The requesting employee may make his request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

Employees may not accumulate, whether by accumulation or carry-over more than 80 hours of compensatory time off each year. Any overtime exceeding 80 hours of compensatory time off will be paid as overtime compensation. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than: the average regular rate received by such employee during the last three years of the employment or the final regular rate received by such employee, whichever is higher.

#### **Section 7.6. Court Time**

Any employee covered by this Agreement required to attend court shall receive a minimum of two (2) hours compensation at that employee's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the employee's court appearance did not begin while on his normal tour of duty. In cases where an employee is required to attend court, and it extends beyond his normal tour of duty, said employee shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day.

#### **Section 7.7. Departmental Meetings**

Any employee covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his applicable

straight or overtime rate of pay, depending upon the circumstances, providing that the departmental meeting did not begin while on his normal tour of duty.

**Section 7.8. Call-back**

Any employee covered by this Agreement who is called back to work an assignment which does not continuously follow the employee's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected employee shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an employee is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

**Section 7.9. Shift Bids**

Shift bids will be done on a yearly basis according to the current practice.

## **ARTICLE VIII TRAINING/EDUCATION BENEFITS**

### **Section 8.1. On-Duty Training**

Employees attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS approved standard mileage rate for business miles for the use of their own vehicle. An employee who attends, upon direction of the Chief of Police, a work-related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the employee works his entire regularly scheduled shift.

Employees attending training which is not required by the Department but at the request of the employee shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the employees responsibility.

Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief, shall enter into a Specialized Training Agreement (Appendix C). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as removal from the secondary assignment related to the training, if applicable.

### **Section 8.2. Reimbursement of Training Expenses**

Any covered employee who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules.

The Village agrees to compensate employees for travel time to training programs required by the Department, when said travel is to a point in excess of seventy-five (75) miles from the Village of Lake in the Hills, or those instances where the employee is required to remain away overnight.

### **Section 8.3. Scheduling of On-Duty Training**

All employees assigned to training courses that are held on days and times that are different than the employees' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

#### **Section 8.4. Educational Assistance Plan**

The Village will reimburse one half (½) of the cost of an employee's tuition, books and lab fees in accordance with the approved budget for an approved course or courses, provided the employee meets the following requirements:

1. The employee is a regular, full-time employee and has completed the initial review period of his employment (and any extensions thereof).
2. The course is job-related, or is required for progress toward a job-related degree.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.



## **ARTICLE IX VACATIONS**

### **Section 9.1. Purpose**

The Village provides for and encourages all regular full-time employees to utilize accrued paid vacation time as a means of refreshing one's health, pleasure, rest, and relaxation away from the rigors of normal work activity.

### **Section 9.2. Eligibility and Allowances**

Vacation credit shall be earned on the first day of the month, following the date of hire and will be calculated in accordance with the vacation schedule outlined below. Vacations are to be taken annually. Employees can choose to carry over up to 40 hours of vacation time for use in the next calendar year (in addition to any accrued vacation). No paid vacation hours may be taken in excess of accumulated vacation hours.

Upon separation of employment, employees will be paid for any accrued but unused vacation time.

When a holiday falls during an employee's approved vacation, and the employee is entitled to that holiday as a paid holiday, the day will be counted as a paid holiday, not vacation time.

### **Section 9.3. Vacation Requests**

The time at which an employee shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the employee and particular regard for the needs of Village services. Vacations shall be selected on a seniority basis, in one week blocks, with the most senior full-time employees, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all employees have had an opportunity to schedule one week's vacation. Employees covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that employee's shift. Remaining vacation time shall be scheduled on a first come first served basis as needed and allowed.

The Chief of Police, or his designee, shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police, or his designee, shall approve or deny any employee's vacation request within three (3) days of the date of the request, and shall not unreasonably deny any employee's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular employee with the reasons for disapproval set forth in

writing. All leave request forms shall be retained by the Chief of Police for two (2) years from the date the leave was taken or disapproved.

The Parties agree that an exception to the advance approval requirement as provided in Section 9.3 herein above, shall exist for "emergencies;" however, in such situations, the employee must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the employee must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief determines that the affected employee is AWOL, that employee may be subject to discipline, up to and including discharge.

**Section 9.4. Vacation Administration**

New employees begin to accrue vacation time on the first day of the month, following the date of hire for full or part-time employment.

Employees continue to accrue vacation for each subsequent calendar month of employment. Annual accruals shall be rounded up to the nearest hour. Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year. Vacation time accrued in the previous calendar year may only be used after the beginning of the next calendar year.

**Section 9.5. New Hires**

During the first year of employment full time employees will be awarded vacation time based on a prorated quarterly basis as demonstrated in the table below. Vacation time will be available to use after 90 days of employment, based on the employee's date of hire, and can be carried over into the next year. If an employee terminates employment within the first 90 days, they will not be reimbursed for vacation time earned.

Hire Date	Vacation
January 1 – March 31	40 Hours
April 1 – June 30	32 Hours
July 1 – September 30	24 Hours
October 1 – December 31	16 Hours

**Section 9.6. Regular, Full-Time Personnel**

Full time employees will accrue vacation hours each month beginning on the first day of the month following the date of hire. An employee will continue to accrue vacation hours each month until their anniversary date. The amount of vacation hours accrued will increase beginning on the first day of the month following their anniversary date. Vacation accruals increase in the 4th, 11th, 18th and 25th year of service. (Ex. An employee reaches their 4 year anniversary on July 15th. They will accrue at a rate of 6.64 hours per month for January-July and 10 hours per month for August-December.

Years of Continuous Service	Vacation Hours Earned	Carryover Allowed
0-4 Years	6.64 hours per month, 80 hours annually	40
5-11 Years	10 hours per month, 120 hours annually	40
12-18 Years	13.28 hours per month, 160 hours annually	40
19-25 Years	16.64 hours per month, 200 hours annually	40
26 Years +	20 hours per month, 240 hours annually	40

## **ARTICLE X HOLIDAYS**

### **Section 10.1. Holiday observance**

Employees shall receive the following holidays:

- New Year's Day
- President's Day
- Memorial Day
- Independence Day
- Labor Day
- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay upon date of hire. Observance of holidays shall be on the day they occur. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday. Employees will not be allowed to carry over or be reimbursed for any unused holidays.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a vacation day, a personal day, or a day without pay, provided that he or she has given prior notice to the Chief of Police (or his designee).

### **Section 10.2. Pay for Working Holidays**

Employees required to work on a holiday will be paid at their overtime rate for all hours worked. This pay will be in addition to their holiday pay. Covered regular, full-time employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

### **Section 10.3. Personal Time**

In addition to all other paid days off, each regular, full-time employee shall receive 24 hours per calendar year to use at his discretion, subject to the approval of the Chief of Police (or his designee). The personal day must be used by the end of each calendar year and cannot be carried over into the next calendar year. Employees

will not be reimbursed for an unused personal day upon separation from employment.

Hire Month	Personal Hours Earned
January-March	24 hours
April-June	18 hours
July-September	12 hours
October-December	8 hours

**ARTICLE XI**  
**INSURANCE AND RELATED HEALTH BENEFITS**

**Section 11.1. Health Insurance**

The Village agrees to provide Health Insurance for all regular, full-time employees covered by this Agreement, and their dependents, during the term of this Agreement unless the employee has chosen to participate in the Village's health insurance waiver program. The Village will pay the same percentage of premium costs for each covered regular, full-time employee and his dependents' health insurance coverage as it pays for all other regular, full-time Village employees. Covered regular, full-time employees will pay the remaining premium costs to the same extent as required of any other regular, full-time Village employees

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans..

**Section 11.2. Continuation of Health Insurance**

In case of a covered employee who is killed in the line of duty or who dies as a result of duty connected injuries, the Village shall pay 50 percent of the cost of the existing Village hospital plan or its replacement plan from time to time for the dependents of such employee for a period of five (5) years after the date of death of such employee. The dependents of any employee killed in the line of duty as a result of an automobile accident shall be entitled to the benefit set forth in this section.

**Section 11.3. Life Insurance**

The Village shall provide a paid group life insurance policy in an amount at least equal to the employee's annual salary as of January 1<sup>st</sup> of each calendar year but no less than \$50,000 for regular, full-time employees, subject to benefit reductions set forth in the issued life insurance policy and certificate of coverage. Additional coverage may be available for regular full-time employees at the employee's expense.

## **ARTICLE XII SICK LEAVE**

### **Section 12.1. Sick Leave**

The Village provides sick leave to all regular full-time employees in the event of an illness or injury. Sick leave may be used for any non-occupational illness or injury of the employee or pursuant to the Employee Sick Leave Act, 820 ILCS 191/1, the employee's immediate family for absences due to an illness, injury, or medical appointment that cannot be scheduled outside of normal work hours. Immediate family is defined as employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent. Sick leave shall be taken in a minimum of 15-minute increments. The Chief of Police (or his designee) will be responsible for authorizing sick leave (paid or unpaid) for the employees within his department. Sick leave (up to two (2) days) may also be used for bereavement of the employee's extended family member not listed under Bereavement Leave subject to the approval of the Chief of Police

In the event of occupational injury where the employee is off work for less than four (4) business days, sick leave may be used to cover time away from work not paid by workers' compensation.

### **Section 12.2. Reporting of Illness**

In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform Chief of Police or Supervisor directly, if possible, or by telephone. Such notification shall be given at least one-half hour before his starting time. Failure to so inform the Chief of Police (or his designee) of each absence or agreed intervals in the case of extended illness may result in a loss of sick leave pay to which the employee may otherwise be eligible. An employee's illness must be documented by the Chief of Police (or his designee).

At any time the Chief of Police feels that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the social or commercial pursuit was authorized may be required. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence.

FMLA Certification forms are required for absences in excess of three days in succession. Absences requiring FMLA documentation shall be reported to the Human Resources Manager on the fourth day.

### **Section 12.3. Sick Leave Accrual**

Sick leave shall accrue commencing the first day of the month, following the date of hire. Employees will accrue 8 hours of sick leave for every full month worked and sick leave is available as of the first pay period of the month accrued.

All unused sick leave will carry over into the next calendar year, unless the employee chooses to participate in the Sick Leave Buyback program.

#### **Section 12.4. FMLA and Doctor's Certifications**

FMLA Certification forms are required for absences in excess of three (3) days in succession. At any time the Chief of Police has reason to believe that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the absence was necessary may be required. When proof of illness or injury is requested and not provided, the absence will be considered a non-authorized absence.

#### **Section 12.5. Leave Buyback Program**

Reimbursable sick leave is considered the first 40 hours of unused sick leave earned in a calendar year. Employees can have a maximum of 40 hours of unused sick leave reimbursed back to them as cash. This payment will be disbursed in the first paycheck in December. Or in lieu of receiving reimbursable sick leave as cash, employees can have their sick leave payment directed to their 457 deferred compensation plan. All 457 deferred compensation plan payments will be disbursed in the first paycheck in January.

Non-Reimbursable sick leave is considered the second 40 hours of unused sick leave earned in a calendar year. Employees with at least 176 hours of sick leave already accrued by the first paycheck in November of each year will have the option to convert their non-reimbursable sick leave into a 457 deferred compensation plan instead of carrying over this time into the next calendar year. If elected, all 457 deferred compensation plan payments will be disbursed in the first paycheck in January. The non-reimbursable sick leave that can be converted to a 457 deferred compensation plan shall not exceed the number of unused reimbursable sick leave hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick leave at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick leave). Under no circumstances will any non-reimbursable sick leave be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for non-reimbursable sick leave.

To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees by November 1st each year. The form will allow employees to designate what they would like to do with their unused reimbursable and non-reimbursable sick leave for that year. The form must be completed each year and turned into the Human Resources Manager by November 30th. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.



### **12.6. Sick Leave Paid Out Upon Separation**

Upon separation, the employee may be paid for any unused reimbursable sick leave accrued (Up to 40 hours), not to include sick leave accrued during the month of separation. However, upon separation, the employee will not be paid for any other accrued sick leave unless required to do so as part of a written agreement.

All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois Municipal Retirement Fund will be paid 50 percent of the value for any accrued sick leave upon separation of employment. The value of accrued sick leave is calculated at the employee's hourly rate of pay at the time of separation.

## **ARTICLE XIII LEAVES OF ABSENCE**

### **Section 13.1. Family and Medical Leave Act**

The Village will comply with the statutory requirement of the Family and Medical Leave Act (FMLA), as amended.

### **Section 13.2. Civil Duty**

Employees covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state laws with respect to the scheduling of employees required to serve civil duty. Any fees, including but not limited to jury duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

### **Section 13.3. Education**

Employees covered by this Agreement may be granted special leave at full pay in order to permit the employee to take courses of study which will better enable the employee to perform his duties.

### **Section 13.4. Military Leave**

The Village will comply with the statutory requirement of USERRA and State Law, as amended.

### **Section 13.5. Leave Without Pay**

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness;  
or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there

is an open position for which the employee is qualified at the conclusion of his leave, the employee, along with all other qualified candidates, may be considered for the position.

**Section 13.6. Bereavement Leave**

Employees, upon request, shall be granted three consecutive business days of bereavement leave following the death of an immediate family member. More than three days may be granted at the discretion of the Chief of Police, depending on the circumstances of each case. In considering such circumstances, the Chief shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

<b>Immediate Family</b>
Spouse
Son-in-law
Child* See Child Bereavement Policy
Sister-in-law
Parent
Brother-in-law
Sibling
Grandparent
Mother-in-law
Grandchild
Father-in-law
Grandparent-in-law
Daughter-in-law
Great Grandparent

In the case of an extended family member’s death, an employee can use a personal day, vacation or sick time for bereavement leave. An extended family member is defined as a person related to, the employee to the second degree by either blood or marriage, including but not limited to aunts, uncles, cousins, nieces, nephews, great aunts or great uncles.

- (a) Child Bereavement Leave Policy Pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154, employees are entitled to leave for the loss of a child.

As used in this policy, “child” means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This policy shall only

apply to employees who are also covered by the Family and Medical Leave Act (FMLA).

Eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during that 12-month period. However, consistent with this section, the employee shall not be able to combine child bereavement leave with FMLA leave such that the employee would take more than 6 weeks of unpaid leave in a 12-month period.

Employees may choose to substitute any number of days of other paid or unpaid leave (which they may have accrued or to which they may be entitled) for the equivalent number of days of child bereavement leave to which they may be entitled under this section.

#### **Section 13.7. Disability Pay Exclusion**

The following policy shall apply in cases where State Statutes do not. In no event shall an employee be entitled to receive from the Village any wages or salary, sick pay, vacation pay, or any other paid leave for the same period of time he or she is receiving disability pay from any other source including IMRF, police pension, or Workers' Compensation insurance, but not including supplemental disability coverage paid for by the employee (i.e., AFLAC) so long as the employee is otherwise eligible for wages.

However, this policy will cease to apply in cases where the Village is able to reasonably accommodate an employee's restrictions in a position covered by a different pension plan.

## **ARTICLE XIV WAGES**

### **Section 14.1. Wage Schedule**

During the term of this Agreement, employees shall be compensated for work as set forth in the attached Appendix A. All wage increases shall become effective the first full pay period coincident with or subsequent to:

- a) each May 1<sup>st</sup> for contract year wage increases, and
- b) the employee's anniversary date of hire for step wage increases.

Where applicable, each employee covered by this Agreement shall receive retroactive pay for all hours worked for each full pay period after May 1, 2020.

### **Section 14.2. Step Placement for New Employees**

The Village, at its sole discretion, may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.

### **Section 14.3. Performance Evaluation and Merit Compensation**

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year is eligible for a merit bonus as outlined in the Village's Personnel Rules and Regulations, Performance Evaluation and Merit Compensation Program. The Village maintains its management right to modify the policy. The Village policy in effect at the time of the ratification of this agreement is included as a reference in Appendix E.

## **ARTICLE XV LIGHT DUTY**

### **Section 15.1. Return to Work Policy**

The Return to Work Policy outlines the practices of the Village of Lake in the Hills in regards to an employee's possible return to transitional and full duty work following an injury or illness, including both on and off the job injuries. Transitional duty will be required for all employees who have been temporarily disabled as a result of a Village of Lake in the Hills work related injury, provided there is bona fide, productive work available within medical restrictions. Nothing in this policy creates a right or entitlement for an employer to be placed on transitional duty nor does it create a legal duty to provide transitional duty.

#### **Transitional Duty**

The Village provides for and encourages transitional duty for injuries that occur while an employee is on-duty. Transitional duty has shown to be valuable in the rehabilitation of injured employees and can effectively reduce workers' compensation costs. Such a program can speed recovery, accelerate return to normal duties and allow employees to maintain basic skills or learn new skills during recovery.

Transitional duty is a temporary work assignment that will not normally exceed a 90 calendar day limit. It will not be considered appropriate when an employee has no reasonable medical expectation of returning to regular duty within 90 days. Transitional duty assignments can be extended beyond 90 days if, by the determination of the Village Administrator, such an extension would be in the best interest of the Village.

The goal of the transitional duty program is to progressively move an injured worker from restricted work status to full working capacity with as little time as possible away from the workplace. It is not a permanent accommodation of a disability or work restriction. Transitional duty can include modified and/or alternate duty.

- Modified transitional duty is defined as temporarily changing an injured employee's regular job tasks and/or responsibilities to accommodate current medical restrictions.
- Alternate transitional duty is defined as a temporary job or project assignment that accommodates current medical restrictions. Alternate employment places the employee in an entirely different job during the recovery period.
- Either modified or alternate transitional duty may be available in limited or irregular hours.

#### **Non-Work Related Illness and Injury**

Under this policy, transitional duty assignments will only be considered for off the job illness or injury under the following conditions:

1. The employee must make a request for transitional duty to the Chief of Police in writing. The Chief will forward the request to the Village Administrator and Human Resources Manager.
2. The Human Resources Manager will provide the employee with a Duty Status Report Form that must be completed by the employee's treating physician in order to be considered for transitional duty. The Human Resources Manager will also provide the employee with the necessary resources to make a decision regarding the best use of benefits, including but not limited to FMLA, paid time off, disability, leaves of absence, etc., that may be available to them during this time.
3. If the employee still wants to consider transitional duty, the Duty Status Report will be reviewed by the Human Resources Manager and a determination will be made on whether or not transitional duty will be granted based on the availability of work within the Village that meets the restrictions detailed in the Duty Status Report.
4. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

Work Related Illness and Injury Transitional duty assignments for work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. An employee may be required to work in a transitional duty assignment, if the injury was sustained on duty and if there is bona fide, productive work available within medical restrictions.
2. Transitional duty assignments may not always be available and shall be evaluated by the Human Resources Manager in coordination with the Chief of Police or on a case by case basis and at the approval of the Village Administrator.
3. No regular employee shall be moved from his job in order to make a transitional duty assignment available to another employee.

4. An employee may be required to attend training sessions, staff meetings, seminars, or continuing education programs as deemed necessary by the Chief of Police as part of a transitional return-to-work assignment.
5. Employees on transitional duty are not permitted, under any circumstances, to perform any work, including secondary employment, which violates their return to work restrictions.
6. Employees on transitional duty may be evaluated on an ongoing basis by the Human Resources Manager in coordination with the Chief of Police on their ability to perform the transitional duty assignment, compliance with work restrictions, need for modification of transitional duty and availability of transitional duty work.
7. The Village may arrange for a physician's evaluation of the employee at any time during a transitional return-to-work assignment. The Village may at any time, based upon its physician's recommendation, modify the employee's transitional duty assignment or remove the employee from transitional duty.
8. Employees shall serve in transitional duty assignment for as long as they can perform productive work and are expected to return to full duty when at maximum medical improvement. Employees may be removed from limited duty assignments if appropriate work is not available, if the expected return to full duty is extended, or if the employee cannot satisfactorily perform the work assigned.
9. Injured employees should be examined by the Village's Occupational Health provider immediately following an injury that may have occurred during the course of employment, and should continue to receive follow up care from Occupational Health, if follow up care is necessary. However, injured employees have a legal right to obtain medical treatment from whomever they choose. If an injured employee chooses to see their own doctor, the doctor should complete a detailed work status medical note and submit a copy to the Human Resources Manager.
10. If an injured employee refuses a transitional duty assignment consistent with physician approved restrictions for a workers' compensation claim, the Human Resources Manager will send a certified letter to the employee advising where and when to report to work. This letter shall advise the employee that failure



to report for this work will result in notification of IRMA and that Temporary Total Disability (TTD) payments may be terminated. The refusal of transitional duty may also result in further disciplinary action up to and including termination.

11. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

### Return to Full Duty

The ultimate goal of a return to work policy is to facilitate the return of an employee to his previous full duty work assignment. Return to full duty for work-related and non-work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. Employees must present a fitness-for-duty certificate prior to returning to full duty.
2. Return to full duty, as it pertains only to work-related injuries, will be aggressively pursued and evaluated in accordance with the following additional procedures:
3. An Independent Medical Exam (IME) can be requested by the Village's insurance carrier any time during a workers' compensation claim to address whether an employee is able to return to transitional or full duty as well as addressing medical causation and treatment issues.
4. Functional Capacity Evaluations (FCEs) are sometimes prescribed by a treating workers' compensation physician to help the physician determine what job duties an injured employee can perform.

## **ARTICLE XVI UNIFORMS**

### **Section 16.1. Uniforms**

The Village will provide to each new employee, at the Village's expense, the uniform and equipment set forth in Appendix B as "Initial Issue." Said uniform and equipment shall be provided in a timely manner. Newly hired employees shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement.

### **Section 16.2. Uniform Allowance**

The Village shall provide to each employee assigned to the position of records clerk a uniform allowance of four hundred (\$400.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms, and for those assigned to the position of community service officer, a uniform allowance of five hundred (\$500.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms. It is the employee's responsibility to maintain the number of items originally issued in acceptable condition.

Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

The initial issue for Community Service Officer is extended to cover additional items as indicated in Appendix B including a ballistic vest supplied by the Village.

### **Section 16.3. Reimbursement for Property Destroyed in the Line of Duty**

The Village agrees to reimburse (to the particular employee) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

## **ARTICLE XVII MISCELLANEOUS**

### **Section 17.1. No Strike**

The Union agrees (on behalf of itself and the Employees for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

### **Section 17.2. No Lockout**

The Village will not "lockout" Employees, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

### **Section 17.3. No Discrimination**

Neither the Village nor the Union shall discriminate against any employee because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Employees fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

### **Section 17.4. Residency**

All employees covered by this Agreement shall be permitted to take up residence anywhere within McHenry County, or in any adjacent county within twenty (20) air miles from the nearest Lake in the Hills border.

### **Section 17.5. Medical Examination**

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

### **Section 17.6. Employee Alcohol and Drug Testing**

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing if the Village has reasonable cause to believe:

- A. An employee is being affected by the use of alcohol while on duty;
- B. An employee has abused prescription drugs while on duty;

- C. An employee has used illegal drugs.

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing in the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff; or
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

### **Random Drug Testing Policy & Procedures**

#### **1. SCOPE**

This provision applies to all employees of the Lake in the Hills Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

#### **2. DEFINITIONS**

- a. Employees: All Police Department employees of the Lake in the Hills Police Department.
- b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

- i. Northwestern Medicine
- ii. Laboratories (specimen screening) – Provided through Northwestern Medicine's vendor
- iii. MRO – Provided through Northwestern Medicine

- c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:
- Amphetamines, e.g., exedrine, speed, ice, crank, uppers.
  - Barbiturates, e.g., downers, seconal, nembutal, amytal.
  - Benzodiazepines, e.g., dalmane, librium, valium.
  - Cocaine metabolites
  - Marijuana metabolites
  - Methadone
  - Methaqualone, e.g., quaaludes.
  - Opiate metabolites.
  - Morphine
  - Codeine
  - Heroin
  - Phencyclidine, e.g., PCP, angel dust.
  - Propoxyphene
  - Gluthithmide
  - Phenmetrazine
  - LSD
  - Mescaline
  - Steroids
  - Psilocybin – Psilocin
  - MDA
  - Chloral Hydrate.
  - Methylphenidate
  - Hash
  - Hash Oil
- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

### 3. POLICY

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Lake in the Hills Police Department will meet the requirements of the Drug Free Work Place Act.

### 4. TESTING

Random Drug Testing: On a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Lake in the Hills' Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief and/or the Division Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the station. Employees will not be allowed to delay the process to obtain clothing or to change anywhere other than the Police Station.

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

The procedure for confirming an initial positive test result.

The consequence of a confirmed positive test result.

The right to explain a confirmed positive test result and the appeal procedure available.

The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of

drug use has been identified is subject to disciplinary action up to and including termination of employment.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee or the Chief of Police. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples, to ensure that the testing is done in an appropriate setting, and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of police department employees tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a onetime only option at this meeting to admit to a problem and to seek assistance through the Village's Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the employee has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

## **5. REHABILITATION**

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his benefits hours in the following order:

- a. Sick Time, Personal Time, Compensatory Time, and then Vacation Time. Once the employee has exhausted all his benefit hours, he/she

will then go on unpaid leave until cleared from the program.

- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the employee's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

## **6. VOLUNTARY REQUESTS FOR ASSISTANCE**

The Chief of Police shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem prior to any type of testing. The Chief of Police may require the employee to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by an employee prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department, or the employee seeking a one-time only option to admit such a problem following testing. The Village may make available through an Employee Assistance Program a means by which an employee may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

## **7. CONFIDENTIALITY**

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Lake in the Hills' Human Resources Manager's files, separate from regular personnel files.

## **8. UPDATES**

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

## **9. POLICY VIOLATIONS**

Violations of this policy may subject covered employees to disciplinary action up to



and including termination as provided above.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.

### **Section 17.7. Ratification And Amendment**

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

### **Section 17.8. Savings Clause**

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

### **Section 17.9. Entire Agreement**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein. The Union specifically waives any right it may have to impact or "effects" bargaining for the life of this Agreement.

### **Section 17.10. Part Time Employees**

A. While part-time employees are subject to the terms of this contract, the following provisions are specifically applicable to part-time employees only.

1. Wages (Section 14.1, Appendix A) Part-time employees will be paid the hourly equivalent of the full time wage rate depicted in Appendix A. Years of service will be calculated as calendar years of service with the Village.
2. Vacation Accrual and Vacation Carryover (Section 9.2 and 9.4) Part-time employees will accrue vacation and be permitted to carry it over as stated in the Village's Rules and Regulations.

3. Bereavement Leave (Section 13.6) Part-time employees will be entitled to bereavement leave as stated in the Village's Rules and Regulations.

B. The following sections do not apply to part-time employees.

- Section 5.1 – Layoff and Recall
- Section 5.2 – Definition of Seniority
- Section 5.3 – Seniority Lists
- Section 5.4 – Purpose of Seniority
- Section 5.5 – Termination of Seniority
- Section 7.2 – Hours of Work
- Section 7.3 – Overtime Pay
- Section 7.4 – Overtime Assignment
- Section 7.5 – Compensatory Time
- Section 7.8 – Call-Back
- Section 7.9 – Shift Bids
- Section 8.4 – Educational Assistance Plan
- Section 9.1 - Purpose (Vacation)
- Section 9.3 - Vacation Selection
- Section 9.5 – Authorization for Vacations
- Section 9.6 - Emergencies
- Section 9.7 – Approval/Disapproval
- Section 10.1 – Holiday Observance
- Section 10.2 – Holiday Pay
- Section 11.1 – Health Insurance
- Section 11.2 – Continuation of Health Insurance
- Section 11.3 – Life Insurance
- Section 12.1 – Purpose (Sick Leave)
- Section 12.2 – Accrual and Crediting of Sick Leave: In General
- Section 12.3 – Restrictions on Sick Leave Usage
- Section 12.4 – FMLA and Doctors Certification
- Section 12.5 – Sick Leave Carryover and Sell-Back
- Section 12.6 – Personal Days
- Section 13.1 – Family Medical Leave Act
- Section 13.2 – Civil Duty
- Section 13.3 – Education
- Section 15.1 – Work Schedule for Light Duty

### **Section 17.11. Termination in 2023**

This Agreement shall be effective as of the date of execution, and shall remain in force and effect until April 30, 2023. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given,

negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

**IN WITNESS WHEREOF**, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2021, intending to be legally bound thereby.

**METROPOLITAN ALLIANCE OF POLICE**  
**Lake in the Hills Chapter #168**

**VILLAGE OF LAKE IN THE HILLS,**  
an Illinois Municipal Corporation

\_\_\_\_\_  
President of Lake in the Hills  
Police Chapter #168

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
Keith George,  
President, Metropolitan Alliance

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

## APPENDIX A

### WAGES

<b>Records</b>	<b>4/30/2020</b>	<b>5/1/2020- 4/30/2021</b>	<b>5/1/2021- 4/30/2022</b>	<b>5/1/2022- 4/30/2023</b>
Starting	\$41,293	\$42,325	\$43,383	\$44,468
1	\$42,738	\$43,806	\$44,902	\$46,024
2	\$45,245	\$46,376	\$47,536	\$48,724
3	\$47,752	\$48,946	\$50,169	\$51,424
4	\$50,260	\$51,517	\$52,804	\$54,125
5	\$52,766	\$54,085	\$55,437	\$56,823
6	\$55,273	\$56,655	\$58,071	\$59,523
7	\$57,780	\$59,225	\$60,705	\$62,223
8	\$60,287	\$61,794	\$63,339	\$64,923
9	\$62,795	\$64,365	\$65,974	\$67,623

<b>CSO</b>	<b>4/30/2020</b>	<b>5/1/2020- 4/30/2021</b>	<b>5/1/2021- 4/30/2022</b>	<b>5/1/2022- 4/30/2023</b>
Starting	\$41,293	\$42,325	\$43,383	\$44,468
1	\$42,738	\$43,806	\$44,902	\$46,024
2	\$45,352	\$46,486	\$47,648	\$48,839
3	\$47,968	\$49,167	\$50,396	\$51,656
4	\$50,580	\$51,845	\$53,141	\$54,469
5	\$53,197	\$54,527	\$55,890	\$57,287
6	\$55,811	\$57,206	\$58,636	\$60,102
7	\$58,427	\$59,888	\$61,385	\$62,919
8	\$61,042	\$62,568	\$64,132	\$65,736
9	\$63,656	\$65,247	\$66,879	\$68,551



**APPENDIX B**  
**EQUIPMENT LIST**

<u>Description</u>	<u>Records</u>	<u>CSO</u>
Short sleeve shirts	4	4
Long sleeve shirts	4	4
Uniform pants	4	4
Uniform ties	0	2
Name tags	0	3
Woolly pully sweater	1	1
Shoes/boots (annually)	1	2
Summer hat	0	1
Winter hat	0	1
Light weight jacket	0	1
Winter jacket	0	1
Rain coat	0	1
Hat rain cover	0	1
Nylon Pouch	0	1
Ballistics Vest	0	1

**Supplemental Equipment List**

Leather gear  
Leather gloves  
Duty Bag  
Flashlight  
Clipboard  
Approved accessories

**APPENDIX C**

**SPECIALIZED TRAINING AGREEMENT**

General Description of Specialized training:  
\_\_\_\_\_

Tuition and Travel expenses:  
\_\_\_\_\_

This Agreement is entered into between the VILLAGE OF LAKE IN THE HILLS (“Village”) and \_\_\_\_\_ (“Employee”) on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, Employee is employed to work as a \_\_\_\_\_ for the Village; and

WHEREAS, some specialized schools are important for specialized jobs within the Police Department; and

WHEREAS, Employee understands that the Village would not provide and pay for this specialized training unless the Employee intended to continue to work for the Village after the successful completion of this specialized training; and

WHEREAS, Employee understands and agrees that the specialized training is costly and expensive, and that such specialized training will provide the Employee with the special training necessary to allow the Employee to advance his/her employment with the Village; and

WHEREAS, the Employee desires to participate in such specialized training, and the Village is willing to pay for Employee’s specialized training, on the condition that the Employee agrees to reimburse the Village for the Village’s costs and other related fees and expenses as set forth in this Agreement; and

WHEREAS, the form and substance of this Agreement has been reviewed and agreed to by the Employee’s union during the collective bargaining agreement process.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits stated herein, and in consideration of the Village’s agreement to pay for the Employee’s specialized training, the Employee agrees to reimburse the Village according to the formula below and subject to the following terms and conditions:

1. Upon approval of specialized training, the Employee agrees to continue serving in his or her current position for a period of twenty-four months from the date of this Agreement.
2. Should the Employee voluntarily leave employment with the Village any time prior to the twenty four (24) months from the date of this Agreement, for reasons within the Employee's control, the Employee agrees to reimburse the Village according to the following formula for the costs incurred by the Village in sending the Employee to the specialized training course:

Formula

For every month that the Employee leaves prior to serving twenty-four (24) months on the Village Police Department, the Employee shall pay to the Village one/twenty-fourth (1/24<sup>th</sup>) of the total amount expended by the Village for the Employee's specialized training course.

3. Resignation of the Employee shall be prima facia evidence that the Employee left voluntarily, except in situations where the Chief of Police has pursued the Employee's discharge from employment with the Village and Employee has agreed to resign in order to avoid termination proceedings pursuant to the terms of the collective bargaining agreement.
4. This Agreement shall not apply to employees who become eligible for retirement and choose to do so pursuant to state statutes.
5. This Agreement shall be binding on the heirs, executors and administrators of the Employee and on the assignments of the Village should the Village choose to pursue.
6. All claims, disputes and other matters in question between the Employee and the Village arising out of or relating to this Agreement shall be decided by arbitration in accordance with the terms of the collective bargaining agreement between the Village and the Employee's union.

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Chief of Police

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Employee

## APPENDIX D

### PAY PHILOSOPHY, EVALUATION PROGRAM AND COMPENSATION PLAN

#### Overall Purpose

The Village of Lake in the Hills has adopted an operational excellence strategy. To the Village, this means the smart investment in developing and engaging its talent to be strategists at all levels. This is accomplished through adopting and maintaining a consistent and comprehensive pay philosophy, performance evaluation program and compensation plan that attracts, rewards and retains top talent while controlling costs and enhancing compensation flexibility.

#### Pay Philosophy

While maintaining fiscal responsibility, the Village of Lake in the Hills is committed to compensating in a manner that is equitable across all employee groups, reflective of the external market, and provides recognition for the achievement of individuals who reach objectives or organizational goals. Specifically, it is the Village's goal to achieve the following objectives: □

- Internal equity among all employee schedules
- Provide incentives for performance and productivity
- Administrative efficiency

#### Performance Evaluation Program

##### Objective

The objectives of the Village's performance program include consistently and equitably: commending performance, measuring strengths and areas in need of development, identifying training needs, and establishing and reviewing goals.

The performance evaluation requires employees and supervisors communicate at regular intervals and during specific problem-solving situations in order to provide an accurate assessment of individual performance and to support overall employee job performance and satisfaction.

##### Evaluation Timing

The evaluation period will begin in July and run through June of the following calendar year. Annual performance evaluations will be performed in June of each calendar year.

##### Probationary Evaluation

All newly hired (bargaining unit and non-bargaining unit) employees will have a probationary performance evaluation six month after being hired. The employee will be evaluated on key responsibilities and core competencies of the position. If the probationary evaluation is completed within 90 days of the annual evaluation schedule, the probationary review will serve as the annual review for that year.



Once the six month evaluation is complete the employee will then follow the annually scheduled evaluation process. It is possible for an employee to have two evaluations completed within the first year of employment.

## **Performance Evaluation Program Design**

### **Overview**

The Performance Evaluation is divided into four (4) sections in order to provide a comprehensive evaluation of the employee's job performance, and will be based on a 3 point grading scale:

Grade	Points
Leading the Way	3
On Track	2
Need Improvement	1

Section I: Job Specific Key Responsibilities/Goals or What We Do evaluates the employees on how effectively they have accomplished the job they were hired to do for the Village. Supervisors will evaluate employee's effectiveness, timeliness, quality and quantity of work, and accomplishment of goals.

Section II: Core Performance Competencies How We Work evaluates the competencies needed for employees to be successful in achieving the Village's goals and objectives. Each employee will be evaluated on core competencies. These competencies may vary by level within the organization (i.e. individual contributor vs. supervisor). They also represent competencies most valued by the Village at the time. Competencies will be evaluated periodically to ensure they best represent the strategic vision of the Village.

Section III: Summary of Commendation and Disciplinary Action is completed by supervisors and includes a summary of any commendations or disciplinary action taken during the review period. A commendation will include any written commendation or written acknowledgement, such as thank you notes or emails from internal or external customers that highlight the employee's job performance. All written commendations and acknowledgements should be included in the employee's personnel file. Likewise, disciplinary action should be written and included in the personnel file, in order to reference it in the evaluation.

Section IV: Summary of Employee Performance is completed by supervisors. This allows for supervisors to summarize or highlight the employee's strengths and areas that need development.

### **Goal Setting**

All regular full-time and part-time employees will begin the evaluation process in

July of each year by working collaboratively with their supervisor to create job specific key responsibilities/goals. At least two (2) of the key responsibilities should have a SMART goal included. Although two goals are required, it should be the intention to increase the number of goals associated with key responsibilities each year. For example, it is realistic for a new employee to begin with a couple of achievable goals, but a more tenured employee should be challenged to embrace goal setting that will allow them to explore new opportunities, solve problems or prepare for career growth.

Example: Key Responsibility: Operate equipment safely

New Employee: I will attend training on how to operate a backhoe and will gain experience by operating a backhoe at least three times during this evaluation period.

More Tenured Employee: By the end of the 4th quarter, I will attend a train the trainer on how to operate a backhoe safely and will then train my crew on backhoe safety. I will ensure each crewmember has an opportunity to operate the backhoe at least three times during this evaluation period.

Once the key responsibilities/goals are established, they will be entered into Neogov/PERFORM by the employee and approved by their supervisor. Any changes to the goals once approved, will require Chief of Police and Human Resources approval.

### Detailed Schedule

The performance evaluation process involves employee self-evaluation, supervisor rating, and meetings intended to provide formal feedback to employees that focuses on strengths and areas of development and also allows for discussion on both short and long-term goals, career planning and professional development opportunities.

Month	Action	Responsible	Approver
Early May	Employee Self-Rating	Employee	N/A
Late May	Manager Ratings	Manager	Dept. Head/HR
June	Conduct Formal Employee Review	Manager/Employee	N/A
Late June	Final Sign-Off of Evaluation	Manager/Employee	N/A

### Performance Improvement Plan (PIP)

Should the evaluated employee receive three (3) or more “Needs Improvement”, the supervisor will develop a Performance Improvement Plan, noting the reason for the PIP and a recommended plan for improvement.

**AGREEMENT**

**BETWEEN**

**THE VILLAGE OF LAKE IN THE HILLS, ILLINOIS**

**and**

**METROPOLITAN ALLIANCE OF POLICE  
LAKE IN THE HILLS CIVILIAN  
CHAPTER #168**

**May 1, 2017~~20~~ - April 30, 2020~~23~~**

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## PREAMBLE

THIS AGREEMENT is entered into by the Village of Lake in the Hills ("the Village") and the Metropolitan Alliance of Police Lake in the Hills Civilian Chapter #168 ("the Chapter" or "the Union") this \_\_\_\_\_ day of \_\_\_\_\_, 20~~17~~<sup>21</sup>, and has as its purpose the promotion of harmonious relations between the parties, the establishment of an orderly procedure for resolving differences arising out of the employment relationship and the establishment of rates of pay, hours of work, and other conditions of employment for employees of the Village in the unit described in Article I hereof.

## ARTICLE I RECOGNITION

### Section 1.1. Recognition of Bargaining Agency.

The Village agrees during the term of this Agreement to recognize the Metropolitan Alliance of Police as the sole and exclusive bargaining agent with respect to wages, hours, and conditions of employment for employees in the following units:

All police department community service officers and record clerks, excluding all other employees employed by the Village of Lake in the Hills, including all non-police department employees, all sworn police employees and managerial, supervisory, confidential, professional and short-term employees as defined by the Illinois Public Labor Relations Act.

### Section 1.2. Gender.

In this contract, the pronouns "He, Him, and His" shall refer to both men and women employees equally.

### Section 1.3. Labor-management Meetings.

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, meetings will be held if mutually agreed between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. Such meetings may be requested by either party at least seven (7) days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. A discussion on the implementation and general administration of this agreement;
- b. a sharing of general information of interest to the parties; and

- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences," nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the Chief of Police or his designee. The Chief of Police or his designee in his sole discretion shall determine its representatives at such meetings.

**Section 1.4. Chapter Bulletin Board.**

The Village will make bulletin board space available for posting of Chapter announcements and other items of legitimate Chapter business, seniority roster, education opportunities announcements and notice of extra duty opportunities that are non-inflammatory in nature and are approved by the Chief of Police, or if the Chief is not available, by a shift commander on duty. Approval for posting shall not be unreasonably withheld.

**Section 1.5. Representation Time.**

An employee who is in a representative capacity during his scheduled working hours attends a meeting between the Chapter and the Village for the purposes(s) of adjustments of grievances, or transmittal of notices shall not suffer a loss in pay because of such attendance, provided that the Village must have agreed to hold the meeting at such time. There shall be no claim under this provision for pay for any other than in relation to the regularly scheduled hour(s) of the employee claiming such pay. The Chapter recognizes the essential need to minimize lost work time and to avoid interference with the work of the Department. For purposes of this section, representative capacity shall be limited to an employee who is representing the bargaining unit, or a member thereof, as part of the grievance procedure, or as part of the formal disciplinary procedure involving another employee. Any employee opting to have an attorney represent him during the disciplinary procedure shall not be entitled to additional representation by a fellow chapter member.



**ARTICLE II  
MANAGEMENT RIGHTS**

**Section 2.1. Management Rights.**

Except as specifically limited by the express provisions of this Agreement, the Village retains all legal rights to manage and direct the affairs of the Village in all its various aspects, and to manage and direct its employees. It is the employer's right to hire, demote, suspend or discharge, layoff, promote, assign or transfer employees to any job or any work, anytime or anywhere; to increase or decrease the work force; to determine the number and size of the work shifts; to determine the hours of work per day or week; to make work rules for the purpose of efficiency, safe practice and discipline; to establish performance standards; to determine equipment to be used; to make technological changes; to determine the number and location of its operations; to move, close or liquidate its operations in whole or in part; to separate or reassign its employees in connection with said moving, closing or liquidating; the right to transfer; to subcontract work; to determine duties and productions standards; to combine jobs, to eliminate classifications or work; to require overtime work; and to fill new jobs and set a wage rate subject to negotiations over such wage rate.

The rights and powers of management mentioned in this Agreement do not list or limit all such powers, and the rights listed together with all other rights, powers and prerogatives of management, not specifically ceded in this Agreement remain vested exclusively in management.

The exercise by management of, or its waiver of, or its failure to exercise its full right of management or decision on any matter or occasion, shall not be binding on management, and shall not be the subject or basis of any grievance.

In the event of a civil emergency, which may include but are not limited to, riots, civil disorders, tornado conditions, floods or other catastrophes, as may be declared by the Village President or Chief of Police, or their authorized designees, the provisions of this Agreement, other than compensation provisions, may be suspended by the Chief of Police, if necessary, provided that all provisions of this Agreement shall be immediately reinstated once the civil emergency condition ceases to exist.

**ARTICLE III  
PERSONNEL FILES AND DISCIPLINE**

**Section 3.1. Personnel Files and Notice of Disciplinary Action.**

There shall be one official disciplinary file maintained in relation to each person employed by the Police Department. All information contained in an employee's disciplinary file shall be treated as confidential by the Village. The Village may make such other and additional files as it may deem appropriate, provided only that each person shall have the right of inspection as provided hereinafter. All employment related files shall be identified in the certain written documents provided in the various Police Department work rules, regulations and policies. The disciplinary file shall include, (by way of illustration and not limitation), written evaluations, letters, memorandum, reports and other materials bearing on the quality of the employee's professional service and any disciplinary measures taken in relation to said employee's employment.

An employee may inspect the contents of any and all employment related files at reasonable times with prior notice to the Chief of Police. The person shall examine all employment related files and only in the presence of the Chief of Police or in the presence of the Chief's designee. To the extent required by law, employees shall receive copies of those materials placed in their employment files. Any record of discipline short of written reprimand placed in an employee's file, shall not be considered for purposes of progressive discipline after one (1) year has expired from the date of said discipline.

**Section 3.2. Procedures of Discipline.**

If the Village has reason to discipline an employee, it will take into consideration methods to do so which would not unduly embarrass the employee.

**Section 3.3. Written Reprimand.**

In cases of written reprimand, notation of such reprimand shall become part of the employee's personnel file and a copy given to the employee.

**Section 3.4. Personnel File.**

The Village agrees to abide by the lawful requirements of the "Access to Personnel Records Acts," Illinois Compiled Statutes.

**Section 3.5. Progressive Discipline.**

Progressive discipline is a means of communicating to the employees that their performance or behavior is below acceptable standards and is designed to assist employees when problems arise and to ensure fair treatment. The parties recognize that circumstances may arise in which the Chief of Police may issue discipline, up to and including discharge, without regard to the principle of progressive discipline.

**Section 3.6 Pre-Discipline Conference**

Before a decision to suspend for three or more days or discharge an employee is issued by the Chief of Police, the employee and a representative provided by the Union, if requested by the employee, shall meet and confer with the Chief of Police to review the basis of the investigator's recommendation to suspend or discharge the employee. At this conference, which shall be conducted within two (2) business days of the request by the employee to have a Union representative present, the employee shall have an opportunity to present any information he or she deems appropriate for consideration by the Chief of Police prior to making the decision to suspend or discharge the employee. Any decision reached by the Chief of Police following this pre-discipline conference shall not be subject to the grievance procedure, consistent with section 6.5.

**ARTICLE IV  
UNION SECURITY**

**Section 4.1. Fair Share**

~~During the term of this Agreement, employees who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the employees covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the employees covered by this Agreement who are not members of the Chapter and an affidavit which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.~~

**Section 4.21. Dues Deductions.**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all employees covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within fifteen (15) days after the deductions have been made.

**Section 4.32. Indemnification.**

The Metropolitan Alliance of Police shall indemnify and hold harmless the Village, its elected representatives, employees, administrators, agents and employees from and against any and all claims, demands, actions, complaints, suits or other forms of liability (monetary or otherwise) that arise out of or by reason of any action taken or not taken by the village for the purpose of complying with the provisions of this Article, or in reliance on any written check off authorization furnished under any of such provisions, provided the Village does not initiate or prosecute such action.

**Section 4.43. Dues Checkoff.**

All members covered by this Agreement shall tender their membership dues to the Union by signing the authorization cards (providing payroll deduction of Union dues) provided by the Union.

The employer agrees to deduct Union membership dues in accordance with the amount certified by the Union to the employer from the pay of all employees who have executed such authorization for payroll deduction of Union dues and maintain such deductions in accordance with the terms and conditions set forth by Agreement with the Union. The Union shall hold the employer harmless against any and all suits, claims, demands and liabilities arising out of any action of the employer in connection with payroll deductions of Union and/or other deductions (made

pursuant to this Article) provided the Village does not initiate or prosecute such action.

Payroll deductions of Union dues shall become effective upon the date that the appropriate form designates or, if none, upon the date of its signing by the affected employee. Payroll deductions shall be deducted from the first payroll of each month and shall commence beginning with the first such payroll following receipt of the appropriate form.

The aggregate totals of all dues (deducted) shall be remitted separately each month to the Union at their address as supplied to the Village Clerk of the Village of Lake in the Hills.

## **ARTICLE V SENIORITY**

### **Section 5.1 Layoff and Recall.**

All layoffs will be determined on a seniority basis. Those police employees with the lowest amount of seniority may be temporarily laid-off in the event that the Employer deems it necessary. When the force of the Police Department is reduced, the employee or member removed from service of the Police Department shall have rights of reinstatement as provided for in the Illinois Compiled Statutes. Upon determination that a vacancy exists and there are police employees who have been furloughed due to a reduction-in-force, the employees on furlough shall be recalled to fill such position and seniority will prevail in determining which furloughed employee shall have the right to be re-employed if the Police Employee is otherwise qualified.

### **Section 5.2 Definition of Seniority**

Seniority shall be determined as the employee's length of service as a covered employee in the Department. Time spent in the armed forces, on military leaves of absence, and time lost due to duty related disability shall be included.

### **Section 5.3 Seniority Lists**

A current up to date seniority list showing the names and length of service of each employee shall be provided and posted by the Employer on January 1st and July 1st of each year on a designated bulletin board provided by the Village.

### **Section 5.4. Purpose of Seniority.**

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.

### **Section 5.5 Termination of Seniority**

An employee shall not accumulate seniority rights upon separation from services due to dismissal, suspension time in excess of 15 continuous days, layoff or retirement. Full seniority rights shall be reinstated under the following conditions:

1. An employee is dismissed and later reinstated by court of competent jurisdiction.
2. An employee is separated due to layoff or reduction-in-force and is later reinstated under the conditions provided for in the Illinois State Statutes.

## ARTICLE VI GRIEVANCE PROCEDURE

### **Section 6.1. Definition of Grievance.**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee against the employer involving the meaning, interpretation or application of the provisions of this Agreement. The Village shall not be required to pay any employee's wages for grievance related work, unless the employee is the grievant and is required by the Chief of Police or his designee to be present on the employee's on-duty time, in which case the employee shall receive his regular rate of pay for all time spent. The Chapter may appoint an employee, who may attend grievance meetings scheduled pursuant to Steps One, Two and Three. The Chapter shall notify the Chief of Police in writing of the name of the employee designated to do so, provided that the Village shall not be required to recognize an employee who has not completed his ~~or her~~ initial review period (and any extensions thereof) and/or suspension.

### **Section 6.2. Grievance Procedure.**

Recognizing that grievances should be raised and settled promptly, a grievance must be raised within five (5) working days after the occurrence of the event or the Employee becoming aware of the event giving rise to the grievance in accord with the following procedure:

**STEP ONE: Immediate Supervisor.** By written notification from the employee to his immediate supervisor: Said grievance to set forth the event giving rise to grievance, the contract provision(s) involved, and the name of the involved employee. The immediate supervisor shall answer the grievance in five (5) working days after hearing of the grievance and shall, if requested by the Chapter or the employee, meet to discuss the grievance prior to answering it.

**STEP TWO: Appeal to Chief of Support Services.** If the grievance is not settled in Step One, or, if an answer is not given within the time provided therefore and the employee decides to appeal, the employee shall, within five (5) working days from receipt of the Step One answer, appeal, in writing, to the Chief of Support Services. The employee, the Chapter representative and the Chief of Support Services, as the case may be, will discuss the grievance at a mutually agreeable time. If no Agreement is reached in such discussion, the Chief of Support Services will give his answer, in writing, within five (5) working days of the conclusion of the discussion.

**STEP THREE: Appeal to Chief of Police.** If the grievance is not settled in Step Two and the employee decides to appeal further, said employee shall,

within five (5) working days after receipt of the response of the Chief of Support Services, as the case may be (in Step Two), or, the expiration of time therefore, file a written appeal to the Chief of Police. In response to such notice, the Chief shall meet with the employee and the Chapter representative. Such meeting shall be held at a mutually agreeable time for the purposes of hearing the employee's appeal. If no settlement is reached at this meeting, the Chief of Police, or his/~~her~~ designee shall give his answer in writing within- five (5) working days of the meeting.

**STEP FOUR: Binding Arbitration.** If the grievance is not settled in accordance with the foregoing procedure, the Chapter may refer the grievance to Binding Arbitration by giving written notice to the Chief of Police, within twenty-one (21) working days after receipt of the Chief's answer (in Step Three). In the event the parties are unable to agree upon an arbitrator, they shall jointly request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. Upon receipt of the panel, the parties shall strike names alternately until only one name remains. The person whose name remains shall become the arbitrator, provided, that either party, before striking any names, shall have the right to reject one panel of arbitrators. The arbitrator shall be notified of his selection by a joint letter from the Village and the Chapter. In addition to providing notice of his appointment, such letter shall request that he set a time and a place for the hearing, subject to the availability of the Village and Chapter representative. The arbitrator shall not (in his decision or award), amend, modify, nullify, ignore, add to, or subtract from any provision of this Agreement. He shall consider and decide only the specific issue submitted to him. His binding recommendation shall be binding and shall be based solely upon and interpretation of the meaning, or application, of the terms of this Agreement. In the event that the arbitrator finds that alleged grievance does not involve an interpretation or application of this Agreement, he shall remand the matter to the parties without comment. The decision of the arbitrator shall be final and binding on the parties. The costs of the arbitration, including the fee and expenses of the arbitrator shall be divided equally between the Village and the Chapter.

**Section 6.3. Time Limits.** No grievance shall be entertained or processed unless it is filed within the time limits set forth in Section 6.2. If a grievance is not appealed within the time limits governing appeal it shall be deemed settled on the basis of the last answer of the Village, unless the Parties have mutually agreed in writing to extend a relevant time limit. If the Village fails to provide an answer within the time limits so provided, the Chapter may immediately appeal to the next Step.

**Section 6.4. Investigation and Discussion.** All grievance discussions and investigations shall take place in a manner which does not interfere with the orderly operation of the Village's Department of Police or other Village operations.



**Section 6.5. Suspension or Termination**

It is understood that matters involving suspension or termination are subject to the jurisdiction of the Chief of Police and are not subject to this grievance procedure.

**ARTICLE VII  
HOURS OF WORK: OVERTIME**

**Section 7.1. No Guarantee.**

Nothing in this Agreement shall be construed as a guarantee of a maximum or minimum daily or weekly work schedule.

**Section 7.2. Hours of Work.**

The Parties agree that hours of work shall comply, in all respects where possible, with the Fair Labor Standards Act (hereinafter referred to as the "Act") as said Act presently applies to the Village of Lake in the Hills and the Village's past practices governing hourly employees. The work day shall consist of 8.5 ~~or 12 hours~~ shift schedule, with one (1) one-half (½) hour non-paid lunch period for Records and Community Service Officer personnel. All employees will receive two (2) fifteen (15) minute paid break periods. Should an employee's lunch period be interrupted based upon an emergency or other official assignment of work, that employee shall be entitled to repeat his/her break in accordance with this section.

**12 Hour Shift Schedule**

1. Employees assigned to a 12-hour shift will work a shift of hours to match the patrol division, subject to approval by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
  - a. Employees on the 12-hour shift will be paid three 15-minute breaks and one paid 30-minute lunch.
  - b. The four hours which would normally exceed 80 hours in the two-week pay period due to working the 12-Hour shift will be schedule adjusted, where possible, or if not possible then the employee would be paid out the time over 80 hours as overtime.
  - c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his/her break if possible. No overtime will be paid for missed lunch breaks that could not be rescheduled during the shift.
2. Rotation would generally alternate for employee's on a two-week cycle as follows:
  - a. Work Monday and Tuesday, off work on Wednesday and Thursday, and work on Friday Saturday and Sunday.
  - b. Off work on Monday and Tuesday, work Wednesday and Thursday, and off work on Friday, Saturday and Sunday.
  - c. Employee callbacks will be limited to no more than one call back shift during any otherwise regularly scheduled block of days off. For example, if an employee is scheduled to work Friday-Sunday and is called back on Monday, that employee cannot regularly be

called back that Tuesday as well.

3. Vacation Scheduling. In addition to the provisions of Article IX, Vacations, and other applicable policy, vacations will be selected during the annual scheduling process in 7-day blocks. For example, an employee who would regularly be scheduled off Wednesday and Thursday per their rotation could take Monday, Tuesday, Friday, Saturday and Sunday off (60 total vacation hours). On a week in which the employee would be scheduled to work Wednesday and Thursday, the employee could take those two days off (24 total hours). An employee does not need to schedule all working days off in the week, and an employee may begin the 7-day block on any day in a week. Regardless of when vacation days are taken, each day taken off will be counted as 12 vacation hours.

Holiday benefit time will be paid per the current practice as either 8 hours or 4 hours as detailed in section 10.1. Employees working on an enumerated holiday will be compensated as outlined in Section 10.2.

### **8.5 Hour Shift Schedule**

Employees not assigned to the 12-hour schedule will be assigned to an 8.5 hour work schedule as follows:

- a. The shift will consist of 8.5 hours with two paid 15 minute breaks and one unpaid 30 minute lunch.
- b. Employees assigned to the 8.5 hour shift schedule will work shift hours recommended by staff assigned to the position and approved by the Chief of Police. The Chief of Police will maintain management rights to set the hours of work.
- c. Should an employee's meal be interrupted based on an emergency or other official work assignment, that employee shall be entitled to repeat his/her break. No assignments of a non-emergency nature shall be made for an employee who in their assigned lunch break.
- d. If an employee misses a lunch break that cannot be rescheduled during the shift, the employee is entitled to overtime pay for all hours worked over eighty (80) in the fourteen day period.

### **Section 7.3. Overtime Pay.**

Time worked by any employee in excess of the hours worked above the normal hours assigned using the current schedule rotation during the fourteen (14) day pay period shall be paid for at time and one-half the employee's regular straight time hourly rate. Overtime worked shall be calculated in fifteen (15) minute blocks, with seven (7) minutes being rounded down and eight (8) minutes being rounded up. The Village will pay overtime in a bi-weekly period to coincide with the employee's

paycheck. During the specific 14 day pay period, the Village can make adjustments to the schedules of employees, in compliance with the Fair Labor Standards Act, to diminish the economic impact of overtime on the Village.

For purposes of overtime calculation, time worked shall mean and include all hours actually worked, including but not limited to; vacation time, sick leave, compensatory time off, holiday time and any other authorized paid time off.

**Section 7.4. Overtime Assignments.**

The Chief of Police or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum consistent with the need of the Village to provide proper police protection.

Whenever overtime is offered on a voluntary basis, it shall be offered on a rotating seniority basis. If no employee volunteers, the overtime assignment shall be assigned by reverse rotating seniority.

**Section 7.5. Compensatory Time.**

~~Compensatory time at the rate of time and one-half (1 ½) may be earned at such time as an employee elects to take compensatory time in lieu of paid overtime. The employee shall receive one and one-half (1 ½) hours of compensatory time for every one (1) hour of overtime worked by said employee when said employee elects to receive compensatory time.~~

~~Employees may accumulate up to eighty (80) hours of compensatory time in any one year. Employees may carry over up to eighty (80) hours of compensatory time from year to year.~~

~~Upon separation from the Department, an employee shall be paid all accumulated compensatory time at his then current rate of pay.~~

~~Compensatory time off may, upon approval of the Chief of Police or his designee, be taken at straight time amounts. The requesting employee may make his/her request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.~~

Bargaining unit members may elect compensatory time off in lieu of overtime compensation.

Compensatory time will be granted at a rate of 1.5 hours of compensatory time off for every hour of overtime worked. After compensatory time off is earned, an

employee may schedule and take his or her compensatory time off with prior approval from the Chief of Police or his designee. The requesting employee may make his/her request for use of compensatory time at the start of each shift of the date requested. The request for compensatory time shall not be unreasonably denied.

Employees may not accumulate, whether by accumulation or carry-over more than 80 hours of compensatory time off each year. Any overtime exceeding 80 hours of compensatory time off will be paid as overtime compensation. Upon termination, an employee shall be paid for unused compensatory time off at a rate of compensation not less than: the average regular rate received by such employee during the last three years of the employment or the final regular rate received by such employee, whichever is higher.

**Section 7.6. Court Time.**

Any employee covered by this Agreement required to attend court shall receive a minimum of two (2) hours compensation at that employee's applicable straight or overtime rate of pay, depending upon the circumstances, provided that the employee's court appearance did not begin while on his/her normal tour of duty. In cases where an employee is required to attend court, and it extends beyond his/her normal tour of duty, said employee shall receive the applicable straight or overtime rate of pay, for the actual time spent at court in excess of the normal work day.

**Section 7.7. Departmental Meetings.**

Any employee covered by this Agreement who is required to attend departmental meetings shall receive a minimum of two (2) hours compensation at his/her applicable straight or overtime rate of pay, depending upon the circumstances, providing that the departmental meeting did not begin while on his/her normal tour of duty.

**Section 7.8. Call-back.**

Any employee covered by this Agreement who is called back to work an assignment which does not continuously follow the employee's regular scheduled shift shall be compensated for all hours so worked, with a minimum compensation of two (2) hours. The affected employee shall be paid at his regular or overtime hourly rate of pay, whichever is applicable. A "call back" shall be defined as any assignment by which an employee is directed to return to work and physically reports to a location determined by the Chief of Police or his designee.

**Section 7.9 Shift Bids**

Shift bids will be done on a yearly basis according to the current practice.

**ARTICLE VIII  
TRAINING/EDUCATION BENEFITS**

**Section 8.1. On-Duty Training.**

Employees attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be reimbursed at the current IRS approved standard mileage rate for business miles for the use of their own vehicle. An employee who attends, upon direction of the Chief of Police, a work-related seminar on his own time will receive one and one-half times his regular hourly rate of pay for each hour spent in said seminar, provided the employee works his entire regularly scheduled shift.

Employees attending training which is not required by the Department but at the request of the employee shall do so on their own time and shall not be entitled to any compensatory time. It is also agreed that the transportation to and from these training sessions will be the employees responsibility.

Employees selected to attend specialized training where tuition and related expenses exceed \$500 or where the training requires a substantial investment of time and/or resources, as determined by the Chief, shall enter into a Specialized Training Agreement (Appendix C). Employees may refuse to enter into this Specialized Training Agreement should they choose however this will prohibit their attendance at the specialized training course as well as removal from the secondary assignment related to the training, if applicable.

**Section 8.2. Reimbursement of Training Expenses.**

Any covered employee who incurs out-of-pocket expenses in connection with approved events and/or training shall be entitled to reimbursement pursuant to the applicable Village Rules.

The Village agrees to compensate employees for travel time to training programs required by the Department, when said travel is to a point in excess of seventy-five (75) miles from the Village of Lake in the Hills, or those instances where the employee is required to remain away overnight.

**Section 8.3. Scheduling of On-Duty Training.**

All employees assigned to training courses that are held on days and times that are different than the employees' normally scheduled work days and hours shall, whenever practicable, be given notice of such training at least two (2) weeks in advance of the training to be held.

**Section 8.4. Educational Assistance Plan.**

The Village will reimburse one half (½) of the cost of an employee's tuition, books and lab fees in accordance with the approved budget for an approved course or courses, provided the employee meets the following requirements:

1. The employee is a regular, full-time employee and has completed the initial review period of his ~~or her~~ employment (and any extensions thereof).
2. The course is job-related, or is required for progress toward a job-related degree.
3. The employee has received prior approval from the Chief of Police prior to enrollment.
4. The Education Assistance Reimbursement Agreement, as identified in the Personnel Rules and Regulations for the Village of Lake in the Hills related to the Educational Assistance Program, has been executed by all required parties.

To qualify for reimbursement under this Section, the employee must provide receipts for tuition expenses and a grade report showing that the course work was satisfactorily completed with a final grade of "B" or above. All tuition reimbursement is subject to the availability of funds as provided in the annual budget.

Employees who resign within one year of completing a course under this program will be required to reimburse the Village's share of the costs reimbursed in the twelve (12) months preceding termination.

## ARTICLE IX VACATIONS

### **Section 9.1. Purpose.**

~~Vacations are provided to employees for rest, recreation and for personal and emergency purposes.~~

~~The Village provides for and encourages all regular full-time employees to utilize accrued paid vacation time as a means of refreshing one's health, pleasure, rest, and relaxation away from the rigors of normal work activity.~~

### **Section 9.2. Eligibility and Allowances**

~~New employees begin to accrue vacation time credits in the first full calendar month of full or part-time employment. Full time employees accrue .83 days of vacation per month. Vacation time accrued may only be used after the beginning of the next calendar year. Employees continue to accrue .83 days of vacation per month until the employee's 4th year employment anniversary date. Beginning with the next full calendar month following said anniversary date, the employee accrues 1.25 days of vacation per month. Beginning with the next full calendar month after the employee's 11th anniversary date, the employee accrues 1.66 days of vacation per month. Beginning with the next full calendar month after the employee's 18th year anniversary date, the employee accrues 2.08 vacation days per month. Beginning with the next full calendar month after the employee's 25th anniversary date, the employee accrues 2.50 days of vacation per month. Annual accruals shall be rounded up to the nearest hour. (Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year, with employees expending vacation time which they accrued in the previous calendar year).~~

~~Vacation credit shall be earned on the first day of the month, following the date of hire and will be calculated in accordance with the vacation schedule outlined below. Vacations are to be taken annually. Employees can choose to carry over up to 40 hours of vacation time for use in the next calendar year (in addition to any accrued vacation). No paid vacation hours may be taken in excess of accumulated vacation hours.~~

~~Upon separation of employment, employees will be paid for any accrued but unused vacation time.~~

~~When a holiday falls during an employee's approved vacation, and the employee is entitled to that holiday as a paid holiday, the day will be counted as a paid holiday, not vacation time.~~



**Section 9.3. Vacation-Selection Requests.**

The time at which an employee shall take his vacation and the length of said vacation leave shall be subject to the approval of the Chief of Police or his designee with due regard to the wishes of the employee and particular regard for the needs of Village services. Vacations shall be selected on a seniority basis, in one week blocks, with the most senior full-time employees, whether or not they are members of the bargaining unit, selecting their vacations first and so on until all employees have had an opportunity to schedule one week's vacation. Employees covered by this Agreement shall be entitled to select any available vacation slots, so long as the selection does not affect minimum staffing requirements for that employee's shift. Remaining vacation time shall be scheduled on a first come first served basis as needed and allowed.

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The Chief of Police, or his designee, shall have the responsibility for approving or disapproving the application for vacation. The Chief of Police, or his designee, shall approve or deny any employee's vacation request within three (3) days of the date of the request, and shall not unreasonably deny any employee's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular employee with the reasons for disapproval set forth in writing. All leave request forms shall be retained by the Chief of Police for two (2) years from the date the leave was taken or disapproved.

The Parties agree that an exception to the advance approval requirement as provided in Section 9.3 herein above, shall exist for "emergencies;" however, in such situations, the employee must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the employee must explain the reason for the emergency to the Chief of Police (or his designee), and present documentation, where possible, of the emergency event. The Chief of Police (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief of Police. If the Chief determines that the affected employee is AWOL, that employee may be subject to discipline, up to and including discharge..

**Section 9.4. Vacation -~~Carryover~~Administration.**

~~Employees shall be entitled to carryover accumulated vacation time from year to year, up to a maximum of five (5) days. The Chief or his designee shall have the right to deny vacation carryover, should extenuating circumstances exist.~~

New employees begin to accrue vacation time on the first day of the month, following the date of hire for full or part-time employment.

Employees continue to accrue vacation for each subsequent calendar month of employment. Annual accruals shall be rounded up to the nearest hour. Note: Vacation accrual rates are based upon the employee's anniversary date and the administration of earned vacation time is based upon the calendar year. Vacation time accrued in the previous calendar year may only be used after the beginning of the next calendar year.

**Section 9.5. Authorization for Vacation New Hires.**

~~Each employee must request annual leave and obtain advance approval for such annual leave from the Chief of Police or his designee. The employee, absent extenuating circumstances, shall submit said request at least fourteen (14) days prior to the dates requested.~~

During the first year of employment full time employees will be awarded vacation time based on a prorated quarterly basis as demonstrated in the table below. Vacation time will be available to use after 90 days of employment, based on the employee's date of hire, and can be carried over into the next year. If an employee terminates employment within the first 90 days, they will not be reimbursed for vacation time earned.

Hire Date	Vacation
January 1 – March 31	40 Hours
April 1 – June 30	32 Hours
July 1 – September 30	24 Hours
October 1 – December 31	16 Hours

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**Section 9.6. ~~Emergencies~~Regular, Full-Time- Personnel.**

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~~The Parties agree that an exception to the advance approval requirement as provided in Section 9.4 herein above, shall exist for "emergencies;" however, in such situations, the employee must notify the Chief of Police (or his designee) as soon as possible as to the emergency and the expected duration of the absence. This notice must be given no later than one (1) hour following the emergency event. As soon as possible after return to duty, the employee must explain the reason for the emergency to the Chief (or his designee), and present documentation, where possible, of the emergency event. The Chief (or his designee) shall then approve or disapprove the leave as requested. When the request is disapproved, the absence may be recorded as leave without pay (hereinafter referred to as "LWOP") or absent~~

~~without leave (hereinafter referred to as "AWOL"), all at the discretion of the Chief. If the Chief determines that the affected employee is AWOL, that employee may be subject to discipline, up to and including discharge.~~

~~Full time employees will accrue vacation hours each month beginning on the first day of the month following the date of hire. An employee will continue to accrue vacation hours each month until their anniversary date. The amount of vacation hours accrued will increase beginning on the first day of the month following their anniversary date. Vacation accruals increase in the 4th, 11th, 18th and 25th year of service. (Ex. An employee reaches their 4 year anniversary on July 15th. They will accrue at a rate of 6.64 hours per month for January-July and 10 hours per month for August-December.~~

Years of Continuous Service	Vacation Hours Earned	Carryover Allowed
0-4 Years	6.64 hours per month, 80 hours annually	40
5-11 Years	10 hours per month, 120 hours annually	40
12-18 Years	13.28 hours per month, 160 hours annually	40
19-25 Years	16.64 hours per month, 200 hours annually	40
26 Years +	20 hours per month, 240 hours annually	40

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**Section 9.7. Approval/Disapproval:**

~~The Chief, or his designee, shall have the responsibility for approving or disapproving the application for vacation. The Chief, or his designee, shall approve or deny any employee's vacation request within three (3) days of the date of the request, and shall not unreasonably deny any employee's vacation request. In the event that he shall fail to approve an application for leave, the application shall be returned to the particular employee with the reasons for disapproval set forth in writing. All leave request forms shall be retained by the Chief for two (2) years from the date the leave was taken or disapproved.~~

## ARTICLE X HOLIDAYS

### Section 10.1. Holiday observance.

The following eleven (11) dates shall be observed as paid holidays by the Police Department and all covered regular, full-time employees who have satisfied the aforementioned prerequisites, namely:

<del>New Year's Day</del>	<del>Thanksgiving Day</del>
<del>President's Day</del>	<del>Friday after Thanksgiving</del>
<del>Memorial Day</del>	<del>Christmas Eve (½ day)</del>
<del>Independence Day</del>	<del>Christmas Day</del>
<del>Labor Day</del>	<del>New Year's Eve (½ day)</del>
<del>Veterans Day</del>	

~~Each regular, full-time employee covered by this Agreement shall receive eight (8) hours of straight time pay as compensation for the holidays enumerated herein, with the exception of Christmas Eve and New Year's Eve for which they will receive four (4) hours of straight time pay as compensation.~~

~~In addition, each employee covered by this Agreement shall receive two (2) paid floating holidays to use at the employee's discretion, with the approval of the Chief of Police or his designee. For new employees, the two floating holidays will be awarded on a prorated quarterly basis, as demonstrated by the table below:~~

<del>Hire Date</del>	<del>Floating Holidays Eligible</del>
<del>January 1 through March 31</del>	<del>1.5</del>
<del>April 1 through June 30</del>	<del>1.0</del>
<del>July 1 through September 30</del>	<del>0.5</del>
<del>October 1 through December 31</del>	<del>0.0</del>

### Section 10.2. Holiday Pay:

~~Should a regular, full-time employee be required to work on one of the enumerated holidays, that employee shall be paid at the rate of one and one-half (1 ½) times said employee's regular rate of pay for all hours worked on that holiday, in addition to the compensation set forth in Section 10.1. Covered regular, full-time employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.~~

~~Employees shall receive the following holidays:~~

- ~~• New Year's Day~~
- ~~• President's Day~~
- ~~• Memorial Day~~
- ~~• Independence Day~~
- ~~• Labor Day~~

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- Veteran's Day
- Thanksgiving Day
- Friday after Thanksgiving
- ½ Day Christmas Eve
- Christmas Day
- ½ Day New Year's Eve

Employees are eligible for holiday pay upon date of hire. Observance of holidays shall be on the day they occur. However, if a holiday falls on a Sunday, it shall be observed on the following Monday; if a holiday falls on a Saturday, it shall be observed on the preceding Friday. If the Christmas and New Year's holidays fall on a Monday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Friday. If the Christmas and New Year's holiday fall on Saturday, the ½ day Christmas and New Year's Eve holidays shall be taken on the preceding Thursday. Employees will not be allowed to carry over or be reimbursed for any unused holidays.

Any employee who wishes to take a day off in order to conform with that employee's religious beliefs, in addition to the holidays listed, may, without prejudice, take the day off as a ~~floating holiday~~, a vacation day, a personal day, or a day without pay, provided that he or she has given prior notice to ~~his or her Department Head~~ the Chief of Police (or his designee).

**Section 10.23. Pay for Working Holidays**

Employees required to work on a holiday will be paid at their overtime rate for all hours worked. This pay will be in addition to their holiday pay. Covered regular, full-time employees may take said compensation as pay or as compensatory time to be used pursuant to this Agreement.

**Section 10.43. Personal Time**

In addition to all other paid days off, each regular, full-time employee shall receive 24 hours per calendar year to use at his ~~or her~~ discretion, subject to the approval of the ~~Department Head~~ Chief of Police (or his designee). ~~The personal day must be used by the end of each calendar year and cannot be carried over into the next~~

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calendar year. Employees will not be reimbursed for an unused personal day upon separation from employment.

Hire Month	Personal Hours Earned
January-March	24 hours
April-June	18 hours
July-September	12 hours
October-December	8 hours

**ARTICLE XI  
INSURANCE AND RELATED HEALTH BENEFITS**

**Section 11.1. Health Insurance.**

The Village agrees to provide Health Insurance for all regular, full-time employees covered by this Agreement, and their dependents, during the term of this Agreement unless the employee has chosen to participate in the Village's health insurance waiver program. The Village will pay the same percentage of premium costs for each covered regular, full-time employee and his~~her~~ dependents' health insurance coverage as it pays for all other regular, full-time Village employees. Covered regular, full-time employees will pay the remaining premium costs to the same extent as required of any other regular, full-time Village employees

The Parties acknowledge that the Village may change benefit levels and deductibles or change insurance plans..

**Section 11.2. Continuation of Health Insurance.**

In case of a covered employee who is killed in the line of duty or who dies as a result of duty connected injuries, the Village shall pay 50 percent of the cost of the existing Village hospital plan or its replacement plan from time to time for the dependents of such employee for a period of five (5) years after the date of death of such employee. The dependents of any employee killed in the line of duty as a result of an automobile accident shall be entitled to the benefit set forth in this section.

**Section 11.3. Life Insurance.**

The Village shall provide a paid group life insurance policy in an amount at least equal to the employee's annual salary as of January 1<sup>st</sup> of each calendar year but no less than \$50,000 for regular, full-time employees, subject to benefit reductions set forth in the issued life insurance policy and certificate of coverage. Additional coverage may be available for regular full-time employees at the employee's expense.

**ARTICLE XII  
SICK LEAVE**

**Section 12.1. Purpose Sick Leave.**

~~The purpose of sick leave is to provide the employee with protection against loss of income due to personal sickness or injury, or for the purpose of obtaining medical (including dental or optical) examination or treatment. Sick leave may be used only for the following reasons:~~

~~Any non-occupational personal illness or injury.~~

~~Any occupational injury where the covered employee is off work for less than ten (10) business days for which the time away from work is not covered by workers' compensation (i.e. workers' compensation waiting period).~~

~~Quarantine for contagious disease.~~

~~Serious illness of any member of the employee's immediate family when it can be shown that the employee's presence is necessary. "Immediate family" is defined as spouse, father, mother, child, sister, brother, father- or mother-in-law.~~

~~Medical or dental appointments which cannot be scheduled outside normal work hours subject to the approval of the Chief or his designee.~~

~~Funeral services for any member of the employee's extended family. "Extended family member" is defined as a person related to the employee to the second degree by either blood or marriage, including, but not limited to, aunts, uncles, cousins, nieces, nephews, great aunts and great uncles, and great grandparents. (For this specific use, the use of sick time is limited to two (2) days).~~

~~The Village provides sick leave to all regular full-time employees in the event of an illness or injury. Sick leave may be used for any non-occupational illness or injury of the employee or pursuant to the Employee Sick Leave Act, 820 ILCS 191/1, the employee's immediate family for absences due to an illness, injury, or medical appointment that cannot be scheduled outside of normal work hours. Immediate family is defined as employee's child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent.~~

~~Sick leave shall be taken in a minimum of 15-minute increments. The Department Head Chief of Police (or his designee) will be responsible for authorizing sick leave (paid or unpaid) for the employees within his or her department.~~



Sick leave (up to two (2) days) may also be used for bereavement of the employee's extended family member not listed under Bereavement Leave subject to the approval of the ~~Department Head~~ Chief of Police

In the event of occupational injury where the employee is off work for less than four (4) business days, sick leave may be used to cover time away from work not paid by workers' compensation.

**Section 12.2. ~~Accrual and Crediting of Sick Leave: In General~~ Reporting of Illness**

All full-time employees shall earn ninety-six hours of sick time per year, earned at a rate of eight (8) hours per full calendar month worked. Employees shall be entitled to carry over a maximum of fifty-six (56) hours of accrued sick time to the following year.

In the event an employee is unable to report to work due to illness or other emergency, he or she must so inform ~~his or her Department Head~~ Chief of Police or Supervisor directly, if possible, or by telephone. Such notification shall be given at least one-half hour before ~~his or her~~ starting time. Failure to so inform the ~~Department Head~~ Chief of Police (or his designee) of each absence or agreed intervals in the case of extended illness may result in a loss of sick leave pay to which the employee may otherwise be eligible. An employee's illness must be documented by the ~~Department Head~~ Chief of Police (or his designee).

At any time the ~~Department Head~~ Chief of Police feels that sick leave is being abused or an unusual situation exists, a request for a doctor's certification confirming the social or commercial pursuit was authorized may be required. When proof of illness is requested and not provided, the absence will be considered a non-authorized absence.

FMLA Certification forms are required for absences in excess of three days in succession. Absences requiring FMLA documentation shall be reported to the Human Resources Manager on the fourth day.

**Section 12.3. ~~Restrictions on Sick Leave Usage~~ Sick Leave Accrual.**

Any covered employee on sick leave shall take whatever steps are medically necessary to remedy his or her condition and shall not engage in social or commercial pursuits unless specifically authorized to do so by his/her physician. Any employee who engages in commercial or social pursuits on a sick day shall provide, upon request, proof of compliance with this provision.

Sick leave shall accrue commencing the first day of the month, following the date of hire. Employees will accrue 8 hours of sick leave for every full month worked and sick leave is available as of the first pay period of the month accrued.

All unused sick leave will carry over into the next calendar year, unless the employee chooses to participate in the Sick Leave Buyback program.

**Section 12.4. FMLA and Doctor’s Certifications.**

FMLA Certification forms are required for absences in excess of three (3) days in succession. At any time the Chief of Police has reason to believe that sick leave is being abused or an unusual situation exists, a request for a doctor’s certification confirming the absence was necessary may be required. When proof of illness or injury is requested and not provided, the absence will be considered a non-authorized absence.

**Section 12.5. Sick Leave Carryover and Sell-back Leave Buyback Program.**

~~Sick leave carryover and sell-back will mirror Village policy as outlined in Section VI, Sick Leave, Bereavement and Disability of the Village’s Personnel Rules and Regulations. The Village maintains its management right to modify the policy. The Village policy in effect at the time of the ratification of this agreement is included as a reference in Appendix D.~~

**Reimbursable Sick Leave**

~~Reimbursable sick leave is considered the first 40 hours of unused sick leave earned in a calendar year. Employees can have a maximum of 40 hours of unused sick leave reimbursed back to them as cash. This payment will be disbursed in the first paycheck in December. Or in lieu of receiving reimbursable sick leave as cash, employees can have their sick leave payment directed to their 457 deferred compensation plan. All 457 deferred compensation plan payments will be disbursed in the first paycheck in January.~~

**Non-Reimbursable Sick Leave**

~~Non-Reimbursable sick leave is considered the second 40 hours of unused sick leave earned in a calendar year. Employees with at least 176 hours of sick leave already accrued by the first paycheck in November of each year will have the option to convert their non-reimbursable sick leave into a 457 deferred compensation plan instead of carrying over this time into the next calendar year. If elected, all 457 deferred compensation plan payments will be disbursed in the first paycheck in January. The non-reimbursable sick leave that can be converted to a 457 deferred compensation plan shall not exceed the number of unused reimbursable sick leave hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick leave at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick leave). Under no circumstances will any non-reimbursable sick leave be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for non-reimbursable sick leave.~~

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To participate in this program, employees must complete the Sick Leave Buyback Program form distributed to all eligible employees by November 1st each year. The form will allow employees to designate what they would like to do with their unused reimbursable and non-reimbursable sick leave for that year. The form must be completed each year and turned into the Human Resources Manager by November 30th. If a completed form is not received, all unused reimbursable and non-reimbursable sick leave will carry over into the next calendar year.

**3.10-12.6. Sick Leave Paid Out Upon Separation**

Upon separation, the employee may be paid for any unused reimbursable sick leave accrued (Up to 40 hours), not to include sick leave accrued during the month of separation. However, upon separation, the employee will not be paid for any other accrued sick leave unless required to do so as part of a written agreement.

All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois Municipal Retirement Fund will be paid 50 percent of the value for any accrued sick leave upon separation of employment. The value of accrued sick leave is calculated at the employee's hourly rate of pay at the time of separation.

**Section 12.6. Personal Days/Time.**

Each regular, full-time employee covered by this Agreement shall receive, in addition to all other paid days off set forth herein, one (1) personal day ~~twenty-four (24) hours~~ per calendar year to use at the employee's discretion, subject to the approval of the Chief of Police.

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**ARTICLE XIII  
LEAVES OF ABSENCE**

**Section 13.1 Family and Medical Leave Act**

The Village will comply with the statutory requirement of the Family and Medical Leave Act (FMLA), as amended.

**Section 13.2 Civil Duty.**

Employees covered by this Agreement shall receive full pay for any time lost while serving on jury duty or as a witness. The Village shall comply with all applicable state laws with respect to the scheduling of employees required to serve civil duty. Any fees, including but not limited to jury duty fees or subpoena fees, received from the court or any other party by an employee, exclusive of travel allowance, shall be endorsed over to the Village in order for the employee to receive full pay for any time served.

**Section 13.3 Education.**

Employees covered by this Agreement may be granted special leave at full pay in order to permit the employee to take courses of study which will better enable the employee to perform his ~~or her~~ duties.

**Section 13.4 Military Leave.**

The Village will comply with the statutory requirement of USERRA and State Law, as amended.

**Section 13.5 Leave Without Pay.**

Employees may submit a written request to the Chief of Police for an unpaid leave of absence. Such leave may be for the following reasons:

1. Personal or immediate family member (as defined in Section 12.1) illness;  
or
2. Completing education.

The Chief of Police may grant a leave of absence for up to 60 days. The Chief of Police will present requests along with a recommendation to the Village Board for consideration of an unpaid leave of absence for 61 days or more up to one year. Covered employees must use any accrued or remaining sick time (if applicable), personal time, ~~floating holidays~~, compensatory time, and vacation time before the unpaid leave period begins. Such leave may be without loss of prior earned seniority. However, the employee's seniority and other benefits will not accrue during the period of unpaid leave except for group health coverage through COBRA. Further, employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the

conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his-~~or her~~ leave, the employee, along with all other qualified candidates, may be considered for the position.

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**Section 13.6 Bereavement Leave.**

~~An employee covered by this Agreement shall be entitled to up to three (3) paid days bereavement leave upon the death of an immediate member of the family in accordance with the Personnel Rules and Regulations of the Village of Lake in the Hills.~~

Employees, upon request, shall be granted three consecutive business days of bereavement leave following the death of an immediate family member. More than three days may be granted at the discretion of the Village Administrator or Chief of Police, depending on the circumstances of each case. In considering such circumstances, the Department Head Chief shall not be arbitrary, capricious, or discriminatory. The list below also includes any family member that is related by marriage or adoption.

<b>Immediate Family</b>
Spouse
Son-in-law
Child* See Child Bereavement Policy
Sister-in-law
Parent
Brother-in-law
Sibling
Grandparent
Mother-in-law
Grandchild
Father-in-law
Grandparent-in-law
Daughter-in-law
Great Grandparent

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In the case of an extended family member's death, an employee can use a personal day, ~~floating holiday,~~ vacation or sick time for bereavement leave. An extended family member is defined as a person related to, the employee to the second degree by either blood or marriage, including but not limited to aunts, uncles, cousins, nieces, nephews, great aunts or great uncles.

(a) Child Bereavement Leave Policy

Pursuant to the Illinois Child Bereavement Leave Act, 820 ILCS 154, employees are entitled to leave for the loss of a child.

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As used in this policy, "child" means an employee's son or daughter who is a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis. This policy shall only apply to employees who are also covered by the Family and Medical Leave Act (FMLA).

Eligible employees shall be entitled to use a maximum of 2 weeks (10 work days) of unpaid bereavement leave to: (1) attend the funeral or alternative to a funeral of a child; (2) make arrangements necessitated by the death of the child; or (3) grieve the death of the child. This bereavement leave must be completed within 60 days after the date on which the employee receives notice of the death of the child.

In the event of the death of more than one child in a 12-month period, an employee is entitled to up to a total of 6 weeks of bereavement leave during that 12-month period. However, consistent with this section, the employee shall not be able to combine child bereavement leave with FMLA leave such that the employee would take more than 6 weeks of unpaid leave in a 12-month period.

Employees may choose to substitute any number of days of other paid or unpaid leave (which they may have accrued or to which they may be entitled) for the equivalent number of days of child bereavement leave to which they may be entitled under this section.

### **Section 13.7 Disability Pay Exclusion**

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The following policy shall apply in cases where State Statutes do not. In no event shall an employee be entitled to receive from the Village any wages or salary, sick pay, vacation pay, or any other paid leave for the same period of time he or she is receiving disability pay from any other source including IMRF, police pension, or Workers' Compensation insurance, but not including supplemental disability coverage paid for by the employee (i.e., AFLAC) so long as the employee is otherwise eligible for wages.

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However, this policy will cease to apply in cases where the Village is able to reasonably accommodate an employee's restrictions in a position covered by a different pension plan.

**ARTICLE XIV  
WAGES**

**Section 14.1. Wage Schedule.**

During the term of this Agreement, employees shall be compensated for work as set forth in the attached Appendix A. All wage increases shall become effective the first full pay period coincident with or subsequent to: a) each May 1<sup>st</sup> for contract year wage increases, and b) the employee's anniversary date of hire for step wage increases. Where applicable, each employee covered by this Agreement shall receive retroactive pay for all hours worked for each full pay period after May 1, 2017.

**Section 14.2. Step Placement for New Employees .**

The Village, at its sole discretion, may determine the pay rate for newly hired employees, based on previous law enforcement experience. If in the exercise of that discretion, the Village determines that a newly hired employee shall be compensated at a rate higher than the beginning rate, it may do so.

**Section 14.3. Performance Evaluation and Merit Compensation.**

Each bargaining unit member who is at the maximum pay for the position and has remained at maximum pay for the prior year is eligible for a merit bonus as outlined in the Village's Personnel Rules and Regulations, Performance Evaluation and Merit Compensation Program. The Village maintains its management right to modify the policy. The Village policy in effect at the time of the ratification of this agreement is included as a reference in Appendix E.

**ARTICLE XV  
LIGHT DUTY**

**Section 15.1. Work Schedule for Light Duty Return to Work Policy.**

~~At the Chief of Police's discretion, and given the availability of work to satisfy light duty assignments, any employee who is injured and unable to perform the required duties of his or her position, but can perform work of a less strenuous nature, may be assigned to work light duty that is temporary in nature lasting no more than 90 days, provided that he or she has obtained (and presented to the Chief of Police) a letter of approval from his or her physician listing any restrictions. Each request for modified duty will be evaluated on a case-by-case basis. Light duties shall consist of those tasks assigned by the Chief of Police. Any light duty extending beyond 90 days must be in the best interest of the Village and authorized in accordance with the Return to Work policy as identified in the Personnel Rules and Regulations for the Village of Lake in the Hills. Light duty shall terminate upon the individual employee's qualifying for full-time duties or electing to receive either a medical pension or disability. There shall be no pyramiding of benefits involving light duty assignments, workers' compensation or other disability. Any employee on light duty shall continue to receive all other benefits normally flowing in connection with his employment.~~

The Return to Work Policy outlines the practices of the Village of Lake in the Hills in regards to an employee's possible return to transitional and full duty work following an injury or illness, including both on and off the job injuries. Transitional duty will be required for all employees who have been temporarily disabled as a result of a Village of Lake in the Hills work related injury, provided there is bona fide, productive work available within medical restrictions. Nothing in this policy creates a right or entitlement for an employer to be placed on transitional duty nor does it create a legal duty to provide transitional duty.

(a) Transitional Duty

The Village provides for and encourages transitional duty for injuries that occur while an employee is on-duty. Transitional duty has shown to be valuable in the rehabilitation of injured employees and can effectively reduce workers' compensation costs. Such a program can speed recovery, accelerate return to normal duties and allow employees to maintain basic skills or learn new skills during recovery.

Transitional duty is a temporary work assignment that will not normally exceed a 90 calendar day limit. It will not be considered appropriate when an employee has no reasonable medical expectation of returning to regular duty within 90 days. Transitional duty assignments can be extended beyond 90 days if, by the determination of the Village Administrator, such an extension would be in the best interest of the Village.

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The goal of the transitional duty program is to progressively move an injured worker from restricted work status to full working capacity with as little time as possible away from the workplace. It is not a permanent accommodation of a disability or work restriction. Transitional duty can include modified and/or alternate duty.

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- Modified transitional duty is defined as temporarily changing an injured employee's regular job tasks and/or responsibilities to accommodate current medical restrictions.
- Alternate transitional duty is defined as a temporary job or project assignment that accommodates current medical restrictions. Alternate employment places the employee in an entirely different job during the recovery period.
- Either modified or alternate transitional duty may be available in limited or irregular hours.

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#### (b) Non-Work Related Illness and Injury

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Under this policy, transitional duty assignments will only be considered for off the job illness or injury under the following conditions:

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1. The employee must make a request for transitional duty to the ~~Department Head~~ Chief of Police in writing. The ~~Department Head~~ Chief will forward the request to the Village Administrator and Human Resources Manager.
2. The Human Resources Manager will provide the employee with a Duty Status Report Form that must be completed by the employee's treating physician in order to be considered for transitional duty. The Human Resources Manager will also provide the employee with the necessary resources to make a decision regarding the best use of benefits, including but not limited to FMLA, paid time off, disability, leaves of absence, etc., that may be available to them during this time.
3. If the employee still wants to consider transitional duty, the Duty Status Report will be reviewed by the Human Resources Manager and a determination will be made on whether or not transitional duty will be granted based on the availability of work within the Village that meets the restrictions detailed in the Duty Status Report.
4. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require

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acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

(c) Work Related Illness and Injury Transitional duty assignments for work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. An employee may be required to work in a transitional duty assignment, if the injury was sustained on duty and if there is bona fide, productive work available within medical restrictions.
2. Transitional duty assignments may not always be available and shall be evaluated by the Human Resources Manager in coordination with the ~~Department Head~~ Chief of Police or on a case by case basis and at the approval of the Village Administrator.
3. No regular employee shall be moved from his/~~her~~ job in order to make a transitional duty assignment available to another employee.
4. An employee may be required to attend training sessions, staff meetings, seminars, or continuing education programs as deemed necessary by the ~~Department Head~~ Chief of Police as part of a transitional return-to-work assignment.
5. Employees on transitional duty are not permitted, under any circumstances, to perform any work, including secondary employment, which violates their return to work restrictions.
6. Employees on transitional duty may be evaluated on an ongoing basis by the Human Resources Manager in coordination with the ~~Department Head~~ Chief of Police on their ability to perform the transitional duty assignment, compliance with work restrictions, need for modification of transitional duty and availability of transitional duty work.
7. The Village may arrange for a physician's evaluation of the employee at any time during a transitional return-to-work assignment. The Village may at any time, based upon its physician's recommendation, modify the employee's transitional duty assignment or remove the employee from transitional duty.
8. Employees shall serve in transitional duty assignment for as long as they can perform productive work and are expected to return to full duty when at maximum medical improvement.

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Employees may be removed from limited duty assignments if appropriate work is not available, if the expected return to full duty is extended, or if the employee cannot satisfactorily perform the work assigned.

9. Injured employees should be examined by the Village's Occupational Health provider immediately following an injury that may have occurred during the course of employment, and should continue to receive follow up care from Occupational Health, if follow up care is necessary. However, injured employees have a legal right to obtain medical treatment from whomever they choose. If an injured employee chooses to see their own doctor, the doctor should complete a detailed work status medical note and submit a copy to the Human Resources Manager.
10. If an injured employee refuses a transitional duty assignment consistent with physician approved restrictions for a workers' compensation claim, the Human Resources Manager will send a certified letter to the employee advising where and when to report to work. This letter shall advise the employee that failure to report for this work will result in notification of IRMA and that Temporary Total Disability (TTD) payments may be terminated. The refusal of transitional duty may also result in further disciplinary action up to and including termination.
11. When a transitional duty assignment is made, a letter from the Human Resources Manager will be sent to the employee advising of the assignment. This letter will require acknowledgement by the employee of the assignment and of the Return to Work Policy, of which a copy will be provided.

(d) Return to Full Duty

The ultimate goal of a return to work policy is to facilitate the return of an employee to his/her previous full duty work assignment. Return to full duty for work-related and non-work-related injuries will be aggressively pursued and evaluated in accordance with the following procedures:

1. Employees must present a fitness-for-duty certificate prior to returning to full duty.
2. Return to full duty, as it pertains only to work-related injuries, will be aggressively pursued and evaluated in accordance with the following additional procedures:

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3. An Independent Medical Exam (IME) can be requested by the Village's insurance carrier any time during a workers' compensation claim to address whether an employee is able to return to transitional or full duty as well as addressing medical causation and treatment issues.
4. Functional Capacity Evaluations (FCEs) are sometimes prescribed by a treating workers' compensation physician to help the physician determine what job duties an injured employee can perform.

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**ARTICLE XVI  
UNIFORMS**

**Section 16.1. Uniforms.**

The Village will provide to each new employee, at the Village's expense, the uniform and equipment set forth in Appendix B as "Initial Issue." Said uniform and equipment shall be provided in a timely manner. Newly hired employees shall not receive a uniform allowance as set forth in Section 16.2 of this Agreement.

**Section 16.2. Uniform Allowance.**

The Village shall provide to each employee assigned to the position of records clerk a uniform allowance of four hundred (\$400.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms, and for those assigned to the position of community service officer, a uniform allowance of five hundred (\$500.00) per year as and for the purchase, maintenance, cleaning and repair of uniforms. It is the employee's responsibility to maintain the number of items originally issued in acceptable condition.

Employees are responsible for cleaning and maintenance of their uniforms, and shall maintain a professional appearance at all times.

The initial issue for Community Service Officer is extended to cover additional items as indicated in Appendix B including a ballistic vest supplied by the Village.

**Section 16.3. Reimbursement For Property Destroyed in the Line of Duty.**

The Village agrees to reimburse (to the particular employee) the actual cost of personal property damaged in the line of duty, provided that such damage has been caused as a result of a sudden, unexpected or emergency-like event.

**ARTICLE XVII  
MISCELLANEOUS**

**Section 17.1. No Strike.**

The Union agrees (on behalf of itself and the Employees for whom it speaks) not to engage in, induce, call, authorize, support, promote, condone or participate in any strike, work stoppage, intentional withholding of services, or other acts or actions having the effect of exhibiting a refusal to work at any time for any reason.

**Section 17.2. No Lockout.**

The Village will not "lockout" Employees, provided, however, that a reduction in force, curtailment of operations or any individual termination or suspension shall not be construed as a "lockout".

**Section 17.3. No Discrimination.**

Neither the Village nor the Union shall discriminate against any employee because of race, color, creed, religion, ancestry, national origin, age, disability, sex, marital status, sexual orientation, military status, veteran status, citizenship status, arrest record, genetic testing, any other protected classes or statuses, or union affiliation. The Union agrees to represent all Employees fairly and without regard to Chapter affiliation, non-affiliation, or dis-affiliation.

**Section 17.4. Residency.**

All employees covered by this Agreement shall be permitted to take up residence anywhere within McHenry County, or in any adjacent county within twenty (20) air miles from the nearest Lake in the Hills border.

**Section 17.5. Medical Examination.**

Nothing in this Agreement shall prevent the Village from requiring a medical examination to determine an employee's fitness for duty, said examination to be conducted by a qualified and licensed physician or other medical professional selected by the Village. The costs for said examination shall be paid by the Village. The Village may also require any or all employees to take a complete physical exam as often as once a year, provided written notice is given to the employee(s) prior to the examination with reasons for said examination.

**Section 17.6. Employee Alcohol and Drug Testing.**

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing if the Village has reasonable cause to believe:

- A. An employee is being affected by the use of alcohol while on duty;

- B. An employee has abused prescription drugs while on duty;
- C. An employee has used illegal drugs.

The Village shall have the right to require an employee to submit immediately to alcohol or drug testing in the following situations:

1. If an employee is involved in a motor vehicle accident or otherwise damages Village or personal property while in the performance of his duty;
2. If an employee is injured or injures another while in the performance of his duty;
3. If an employee is to be promoted to a higher paying position or recalled from layoff; or
4. If an employee has experienced excessive absenteeism or tardiness under circumstances giving rise to a reasonable suspicion of off-duty drug or alcohol abuse.

### **Random Drug Testing Policy & Procedures**

#### **1. SCOPE**

This provision applies to all employees of the Lake in the Hills Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

#### **2. DEFINITIONS**

- a. Employees: All Police Department employees of the Lake in the Hills Police Department.
- b. Health Services:

Services will be provided by an independent vendor mutually agreed upon by the Village of Lake in the Hills and the Metropolitan Alliance of Police. Agreement to the Village's selection of vendor shall not be unreasonably withheld. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

- i. ~~Centegra HealthSystem~~ Northwestern Medicine
- ii. Laboratories (specimen screening) – Provided through ~~Centegra's~~ Northwestern Medicine's vendor

- iii. MRO – Provided through ~~Centegra~~ Northwestern Medicine
- c. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs for the purposes of this policy does not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following drugs or classes of drugs:
- Amphetamines, e.g., exedrine, speed, ice, crank, uppers.
  - Barbiturates, e.g., downers, seconal, nembutal, amytal.
  - Benzodiazepines, e.g., dalmane, librium, valium.
  - Cocaine metabolites
  - Marijuana metabolites
  - Methadone
  - Methaqualone, e.g., quaaludes.
  - Opiate metabolites.
  - Morphine
  - Codeine
  - Heroin
  - Phencyclidine, e.g., PCP, angel dust.
  - Propoxyphene
  - Gluthithmide
  - Phenmetrazine
  - LSD
  - Mescaline
  - Steroids
  - Psilocybin – Psilocin
  - MDA
  - Chloral Hydrate.
  - Methylphenidate
  - Hash
  - Hash Oil
- d. The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.
- e. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief of Police. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.
- f. Use: Will mean a positive result, which is verified by the MRO review and



confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

### 3. POLICY

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Lake in the Hills Police Department will meet the requirements of the Drug Free Work Place Act.

### 4. TESTING

Random Drug Testing: On a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Lake in the Hills' Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief and/or the Division Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the station. Employees will not be allowed to delay the process to obtain clothing or to change anywhere other than the Police Station.

Before a drug test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of the result to those municipal officials with a need to know. The consent form shall provide space for employees to acknowledge that they have been notified of the drug testing provisions of this Agreement and applicable Village policies. Employees may at this time provide a list of medications that he or she has recently used. The list of medications, if provided, shall be sealed and held as confidential until there has been a positive test result. In the event of a confirmed positive test result, the list of medications shall only be disclosed to the medical official who will determine whether the positive result was due to the lawful use of any of the listed medications. Employees may choose to provide such a list after being notified of a confirmed positive result.

The consent form shall also set forth the following information:

The procedure for confirming an initial positive test result.

The consequence of a confirmed positive test result.

The right to explain a confirmed positive test result and the appeal procedure

available.

The consequences of refusing to undergo a drug test.

An employee who refuses to consent to a drug test when reasonable suspicion of drug use has been identified is subject to disciplinary action up to and including termination of employment.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the employee or the Chief of Police. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to an employee's need for privacy during the collection of urine samples, to ensure that the testing is done in an appropriate setting, and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of police department employees tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

With two (2) working days after the test is administered, the employee may request a meeting with the Chief of Police, with or without Union representation. At any such meeting, the employee may raise issues relating to the testing. The employee shall also have a onetime only option at this meeting to admit to a problem and to seek assistance through the Village's Employee Assistance Program (EAP) outlined below.

The first positive test will result in disciplinary action as the Chief of Police deems appropriate (except for termination) provided the employee has initiated a meeting with the Chief of Police within two (2) working days after the test has been administered. The first positive test will also result in a mandatory assignment to the Village EAP, with follow-up testing as outlined in Section 5(B) below.

Any second positive test may result in the Chief of Police seeking the employee's termination.

## **5. REHABILITATION**

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment,

the employee will be placed on FMLA leave and will be required to utilize his/~~her~~ benefits hours in the following order:

- a. Sick Time, Personal Time, ~~Floating Holidays~~, Compensatory Time, and then Vacation Time. Once the employee has exhausted all his/~~her~~ benefit hours, he/she will then go on unpaid leave until cleared from the program.
- b. Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the employee's return to work.
- c. Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.
- d. Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

## 6. VOLUNTARY REQUESTS FOR ASSISTANCE

The Chief ~~of Police~~ shall take no adverse employment action against an employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem prior to any type of testing. The Chief ~~of Police~~ may require the employee to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by an employee prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department, or the employee seeking a one-time only option to admit such a problem following testing. The Village may make available through an Employee Assistance Program a means by which an employee may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any employee who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

## 7. CONFIDENTIALITY

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Lake in the Hills' Human Resources ~~Coordinator's~~Manger's files, separate from regular personnel files.

## 8. UPDATES

This policy will be updated as necessary upon agreement in writing from both the Chapter and the Village.

## **9. POLICY VIOLATIONS**

Violations of this policy may subject covered employees to disciplinary action up to and including termination as provided above.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.

### **Section 17.7. Ratification And Amendment.**

This Agreement shall become effective when ratified by the Union and the Village of Lake in the Hills. Said Agreement may be amended and modified (during this term) only with mutual written consent of both parties.

### **Section 17.8. Savings Clause.**

In the event any Article, section, subsection or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, section, subsection or portion thereof directly specified in the decision or order. Upon the issuance of such decision or order, the parties agree to immediately negotiate a substitute for the invalidated article, section, subsection or portion.

### **Section 17.9. Entire Agreement.**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term: It supersedes and cancels all prior practices and Agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, (Article II of this Agreement). The parties acknowledge that during the negotiations process (leading to the formation of this Agreement), each had the unlimited right and opportunity to make demands and proposals with respect to any subject matter not already determined by law and that the understandings and agreements expressed herein were reached after the fullest exercise of each parties' rights herein. The Union specifically waives any right it may have to impact or "effects" bargaining for the life of this Agreement.

### **Section 17.10 Part Time Employees**

- A. While part-time employees are subject to the terms of this contract, the following provisions are specifically applicable to part-time employees only.
  - 1. Wages (Section 14.1, Appendix A) Part-time employees will be paid the hourly equivalent of the full time wage rate depicted in Appendix

A. Years of service will be calculated as calendar years of service with the Village.

2. Vacation Accrual and Vacation Carryover (Section 9.2 and 9.4) Part-time employees will accrue vacation and be permitted to carry it over as stated in the Village's Rules and Regulations.
3. Bereavement Leave (Section 13.6) Part-time employees will be entitled to bereavement leave as stated in the Village's Rules and Regulations.

B. The following sections do not apply to part-time employees.

- Section 5.1 – Layoff and Recall
- Section 5.2 – Definition of Seniority
- Section 5.3 – Seniority Lists
- Section 5.4 – Purpose of Seniority
- Section 5.5 – Termination of Seniority
- Section 7.2 – Hours of Work
- Section 7.3 – Overtime Pay
- Section 7.4 – Overtime Assignment
- Section 7.5 – Compensatory Time
- Section 7.8 – Call-Back
- Section 7.9 – Shift Bids
- Section 8.4 – Educational Assistance Plan
- Section 9.1 – Purpose (Vacation)
- Section 9.3 – Vacation Selection
- Section 9.5 – Authorization for Vacations
- Section 9.6 – Emergencies
- Section 9.7 – Approval/Disapproval
- Section 10.1 – Holiday Observance
- Section 10.2 – Holiday Pay
- Section 11.1 – Health Insurance
- Section 11.2 – Continuation of Health Insurance
- Section 11.3 – Life Insurance
- Section 12.1 – Purpose (Sick Leave)
- Section 12.2 – Accrual and Crediting of Sick Leave: In General
- Section 12.3 – Restrictions on Sick Leave Usage
- Section 12.4 – FMLA and Doctors Certification
- Section 12.5 – Sick Leave Carryover and Sell-Back
- Section 12.6 – Personal Days
- Section 13.1 – Family Medical Leave Act
- Section 13.2 – Civil Duty
- Section 13.3 – Education
- Section 15.1 – Work Schedule for Light Duty

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**Section 17.11. Termination in 20~~17~~23.**

This Agreement shall be effective as of the date of execution, and shall remain in force and effect until April 30, 20~~20~~23. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing not less than one hundred and twenty (120) days prior to the termination date to the effect that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin not later than ninety (90) days prior to the termination date. This Agreement shall remain in full force and be effective during the negotiations and up to and until a new employment Agreement has been reached between the Parties.

IN WITNESS WHEREOF, the parties have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 20~~17~~21, intending to be legally bound thereby.

**METROPOLITAN ALLIANCE OF POLICE** \_\_\_\_\_ **VILLAGE OF**  
**LAKE IN THE HILLS,**  
**Lake in the Hills Chapter #168** an Illinois Municipal Corporation

\_\_\_\_\_  
President of Lake in the Hills  
Police Chapter #168

\_\_\_\_\_  
Chief of Police

\_\_\_\_\_  
~~Joseph Andalina Keith George,~~  
President, Metropolitan Alliance

\_\_\_\_\_  
Village President

ATTEST:

\_\_\_\_\_  
Village Clerk

**APPENDIX A  
WAGES**

<i>Records</i>	<del>4/30/2017</del>	<del>5/1/17—04/30/18</del>	<del>5/1/18—4/30/19</del>	<del>5/1/19—4/30/20</del>
<b>Starting</b>	\$38,911	\$39,689	\$40,483	\$41,293
<b>Step 1</b>	\$40,273	\$41,078	\$41,900	\$42,738
<b>Step 2</b>	\$42,635	\$43,488	\$44,357	\$45,245
<b>Step 3</b>	\$44,998	\$45,898	\$46,816	\$47,752
<b>Step 4</b>	\$47,361	\$48,308	\$49,274	\$50,260
<b>Step 5</b>	\$49,723	\$50,717	\$51,732	\$52,766
<b>Step 6</b>	\$52,085	\$53,127	\$54,189	\$55,273
<b>Step 7</b>	\$54,447	\$55,536	\$56,647	\$57,780
<b>Step 8</b>	\$56,810	\$57,946	\$59,105	\$60,287
<b>Step 9</b>	\$59,173	\$60,356	\$61,564	\$62,795

<i>CSO</i>	<del>4/30/2017</del>	<del>5/1/17—04/30/18</del>	<del>5/1/18—4/30/19</del>	<del>5/1/19—4/30/20</del>
<b>Starting</b>	\$38,911	\$39,689	\$40,483	\$41,293
<b>Step 1</b>	\$40,273	\$41,078	\$41,900	\$42,738
<b>Step 2</b>	\$42,736	\$43,591	\$44,463	\$45,352
<b>Step 3</b>	\$45,201	\$46,105	\$47,027	\$47,968
<b>Step 4</b>	\$47,663	\$48,616	\$49,589	\$50,580
<b>Step 5</b>	\$50,129	\$51,132	\$52,154	\$53,197
<b>Step 6</b>	\$52,592	\$53,644	\$54,717	\$55,811
<b>Step 7</b>	\$55,057	\$56,158	\$57,281	\$58,427
<b>Step 8</b>	\$57,521	\$58,671	\$59,845	\$61,042
<b>Step 9</b>	\$59,984	\$61,184	\$62,407	\$63,656

<u>Records</u>	<u>4/30/2020</u>	<u>5/1/20-4/30/21</u>	<u>5/1/21-4/30/22</u>	<u>5/1/22-4/30/23</u>
<b>Starting</b>	\$41,293	\$42,325	\$43,383	\$44,468
<b>Step 1</b>	\$42,738	\$43,806	\$44,902	\$46,024
<b>Step 2</b>	\$45,245	\$46,376	\$47,536	\$48,724
<b>Step 3</b>	\$47,752	\$48,946	\$50,169	\$51,424
<b>Step 4</b>	\$50,260	\$51,517	\$52,804	\$54,125
<b>Step 5</b>	\$52,766	\$54,085	\$55,437	\$56,823
<b>Step 6</b>	\$55,273	\$56,655	\$58,071	\$59,523
<b>Step 7</b>	\$57,780	\$59,225	\$60,705	\$62,223
<b>Step 8</b>	\$60,287	\$61,794	\$63,339	\$64,923
<b>Step 9</b>	\$62,795	\$64,365	\$65,974	\$67,623

<u>CSO</u>	<u>4/30/2020</u>	<u>5/1/20-4/30/21</u>	<u>5/1/21-4/30/22</u>	<u>5/1/22-4/30/23</u>
<b>Starting</b>	\$41,293	\$42,325	\$43,383	\$44,468

<u>Step 1</u>	<u>\$42,738</u>	<u>\$43,806</u>	<u>\$44,902</u>	<u>\$46,024</u>
<u>Step 2</u>	<u>\$45,352</u>	<u>\$46,486</u>	<u>\$47,648</u>	<u>\$48,839</u>
<u>Step 3</u>	<u>\$47,968</u>	<u>\$49,167</u>	<u>\$50,396</u>	<u>\$51,656</u>
<u>Step 4</u>	<u>\$50,580</u>	<u>\$51,845</u>	<u>\$53,141</u>	<u>\$54,469</u>
<u>Step 5</u>	<u>\$53,197</u>	<u>\$54,527</u>	<u>\$55,890</u>	<u>\$57,287</u>
<u>Step 6</u>	<u>\$55,811</u>	<u>\$57,206</u>	<u>\$58,636</u>	<u>\$60,102</u>
<u>Step 7</u>	<u>\$58,427</u>	<u>\$59,888</u>	<u>\$61,385</u>	<u>\$62,919</u>
<u>Step 8</u>	<u>\$61,042</u>	<u>\$62,568</u>	<u>\$64,132</u>	<u>\$65,736</u>
<u>Step 9</u>	<u>\$63,656</u>	<u>\$65,247</u>	<u>\$66,879</u>	<u>\$68,551</u>

All wage increases shall become effective the first full pay period coincident with or subsequent to: a) each May 1<sup>st</sup> for contract year wage increases, and b) the employee's anniversary date of hire for step wage increases. Where applicable, each employee covered by this Agreement shall receive retroactive pay for all hours worked for each full pay period after May 1, 20~~17~~20.





**APPENDIX B  
EQUIPMENT LIST**

<u>Description</u>	<u>Issued Equipment Records</u>	<u>CSO</u>
Short sleeve shirts	4	4
Long sleeve shirts	4	4
Uniform pants	4	4
Uniform ties	0	2
Name tags	0	3
Woolly pully sweater	1	1
Shoes/boots (annually)	1	2
Summer hat	0	1
Winter hat	0	1
Light weight jacket	0	1
Winter jacket	0	1
Rain coat	0	1
Hat rain cover	0	1
Nylon Pouch	0	1
Ballistics Vest	0	1

**Supplemental Equipment List**

- Leather gear
- Leather gloves
- Duty Bag
- Flashlight
- Clipboard
- Approved accessories



**APPENDIX C  
SPECIALIZED TRAINING AGREEMENT**

General Description of Specialized training: \_\_\_\_\_  
\_\_\_\_\_

Tuition and Travel expenses: \_\_\_\_\_  
\_\_\_\_\_

This Agreement is entered into between the VILLAGE OF LAKE IN THE HILLS (“Village”) and \_\_\_\_\_ (“Employee”) on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

WHEREAS, Employee is employed to work as a \_\_\_\_\_ for the Village; and

WHEREAS, some specialized schools are important for specialized jobs within the Police Department; and

WHEREAS, Employee understands that the Village would not provide and pay for this specialized training unless the Employee intended to continue to work for the Village after the successful completion of this specialized training; and

WHEREAS, Employee understands and agrees that the specialized training is costly and expensive, and that such specialized training will provide the Employee with the special training necessary to allow the Employee to advance his/her employment with the Village; and

WHEREAS, the Employee desires to participate in such specialized training, and the Village is willing to pay for Employee’s specialized training, on the condition that the Employee agrees to reimburse the Village for the Village’s costs and other related fees and expenses as set forth in this Agreement; and

WHEREAS, the form and substance of this Agreement has been reviewed and agreed to by the Employee’s union during the collective bargaining agreement process.

NOW, THEREFORE, in consideration of the premises and the mutual promises and benefits stated herein, and in consideration of the Village’s agreement to pay for the Employee’s specialized training, the Employee agrees to reimburse the Village according to the formula below and subject to the following terms and conditions:

1. Upon approval of specialized training, the Employee agrees to continue serving in his or her current position for a period of twenty-four months from the date of this Agreement.

2. Should the Employee voluntarily leave employment with the Village any time prior to the twenty four (24) months from the date of this Agreement, for reasons within the Employee's control, the Employee agrees to reimburse the Village according to the following formula for the costs incurred by the Village in sending the Employee to the specialized training course:

Formula

For every month that the Employee leaves prior to serving twenty-four (24) months on the Village Police Department, the Employee shall pay to the Village one/twenty-fourth (1/24<sup>th</sup>) of the total amount expended by the Village for the Employee's specialized training course.

3. Resignation of the Employee shall be prima facia evidence that the Employee left voluntarily, except in situations where the Chief of Police has pursued the Employee's discharge from employment with the Village and Employee has agreed to resign in order to avoid termination proceedings pursuant to the terms of the collective bargaining agreement.
4. This Agreement shall not apply to employees who become eligible for retirement and choose to do so pursuant to state statutes.
5. This Agreement shall be binding on the heirs, executors and administrators of the Employee and on the assignments of the Village should the Village choose to pursue.
6. All claims, disputes and other matters in question between the Employee and the Village arising out of or relating to this Agreement shall be decided by arbitration in accordance with the terms of the collective bargaining agreement between the Village and the Employee's union.

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Chief of Police

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Employee

**APPENDIX D**  
**SICK LEAVE, BEREAVEMENT AND DISABILITY POLICY**

**REIMBURSABLE SICK TIME.** A maximum of 5 unused sick days may be paid back to the employee at the end of the calendar year, said payment to be disbursed in the first paycheck that is distributed in the month of December. In lieu of receiving reimbursable sick time as cash, eligible employees can convert this time to the employee's 457 plan account, said payment to be disbursed in the first paycheck that is distributed in the month of January. Days taken as sick time are removed first from the 5 reimbursable days. A maximum of 7 days annually can be accrued and carried over to the next year. Employees in their first year of service to the Village will have discretion as to how accrued sick time is paid and/or carried over, up to the maximums established in the policy. Days taken as sick time will be removed first from the 5 reimbursable days no differently than with any other employee.

**NON-REIMBURSABLE SICK TIME.** A maximum of 5 unused sick days may be converted into a 457 deferred compensation plan account at the end of the calendar year, instead of carrying over the accrued time to next year. The non-reimbursable sick time that can be converted on an annual basis shall not exceed the number of unused reimbursable sick time hours (i.e., if an employee is eligible to receive 32 hours of reimbursable sick time at the end of the year, they would be limited to convert up to 32 hours of non-reimbursable sick time). To be eligible the employee must have at least 176 hours of sick time already accrued and the employee must have submitted an election for to the Human Resources Coordinator by November 30th. Under no circumstances will any non-reimbursable sick time be paid out as cash. Employees separating from employment prior to December 31st of any calendar year are not eligible for the non-reimbursable sick time.

Any and all references to sick days on an employee's payroll stub are for general reference and planning purposes only and do not affect the accrual process described above.

Upon separation, the employee may be paid for any unused reimbursable days accrued. However, upon separation, the employee will not be paid for any other accrued sick days unless required to do so as part of a written agreement. All employees having accumulated at least 20 years of eligible service credit with the Lake in the Hills Police Pension Fund or the Illinois Municipal Retirement Fund will be paid 50 percent of the value for any accrued sick time upon separation of employment. The value of accrued sick time is calculated at the employee's hourly rate of pay at the time of separation.

**APPENDIX E**  
**PERFORMANCE EVALUATION AND MERIT COMPENSATION**

**Purpose**

Driven by our dedication to the professional development of all employees, the Village hopes to retain and promote the most well qualified staff to ensure the goals and objectives of the Village are being upheld.

A key indicator to measure our success is through a performance evaluation program. The Village will utilize performance evaluations to provide a comprehensive method by which all employees will be evaluated on his/her individual performance on a consistent basis.

To further the progress of the Village, a performance evaluation program is vital to motivating, monitoring, and promoting the professional development of the employees. If employees and supervisors communicate at regular intervals, in addition to meeting during specific problem-solving operations, the performance evaluation will provide an accurate assessment of individual performance and help to improve overall job performance and satisfaction of the employee.

**OBJECTIVE:**

The Village utilizes a performance evaluation and merit compensation program that serves many useful purposes for both the organization and the employee. The program objectives include commending employees for their performance, allowing supervisors to measure their strengths and areas in need of development, identify training needs, and review previously set goals and establish new goals. Through this evaluation process the Village can then reward individual performance based on a consistent and equitable process.

**ELIGIBILITY:**

All regular full-time and regular part-time employees will participate in the performance evaluation program. The results of the performance evaluation will factor into the merit compensation plan for all non-bargaining unit employees.

All Seasonal employees will receive a performance evaluation, but they will not be eligible for the merit compensation plan.

**PERFORMANCE EVALUATION REVIEW SCHEDULE:**

**Annually:**

Performance evaluations will be performed annually in June of each calendar year. Merit increases are **not** guaranteed and are based on approved budgets each year. When approved they will complement the performance evaluation program and may be awarded each July.

~~The evaluation period will begin in July and run through June of the following calendar year.~~

**Introductory**

~~All newly hired (bargaining unit and non-bargaining unit) employees will have an introductory performance evaluation completed after a six month period. Once the six month evaluation is complete the employee will then follow the annually scheduled evaluation process. Depending on when the employee is hired, they may have two evaluations completed within the first year.~~

~~Newly hired non-bargaining unit employees will **not** be eligible for merit increases, during the first six months of employment. Newly hired bargaining unit employees will follow their CBA wage schedule.~~

**Seasonal:**

~~All seasonal employees will participate in a performance evaluation prior to the end of their seasonal employment.~~

**PERFORMANCE EVALUATION FORM:**

~~A. The Performance Evaluation form is located on the Shared drive: Human Resources/ Performance Evaluation Folder. There are three forms Individual Contributor, Supervisor/ Department Head and Seasonal Individual Contributor.~~

- ~~1. Individual Contributor form is for all regular non-exempt and union employees.~~
- ~~2. Supervisor/Department Head form is for all regular exempt and/or non-exempt employees with the responsibility of supervision and for all Department Heads.~~
- ~~3. Seasonal Individual Contributor form is for all seasonal and returning seasonal employees. (Please Note: The seasonal evaluation form is modified from the individual contributor form and will provide employees with an evaluation of key responsibilities and core competencies. No self-evaluation is required.~~
- ~~4. Please see Job List attached for more information on which form an employee is required to complete.~~

~~B. The Performance Evaluation form is divided into 5 sections in order to provide a comprehensive evaluation of the employee's job performance. Performance will be rated on a 3 point grading scale:~~

Grade	Points
Leading the Way	3
On Track	2
Needs Improvement	1

- ~~1. Section I What We Do evaluates the employee on how effectively they have accomplished the job they were hired to do for the Village. Specifically evaluating their effectiveness, timeliness, and overall quality and quantity of their work. The supervisor will begin the process by reviewing the employee's job description, past performance evaluations and onboarding plans to help determine the key responsibilities and/or goals to be evaluated. The supervisor will seek input and buy in from the employee on these items as well. Once established, the supervisor will review and seek approval from the department head before requesting the employee to complete the self-evaluation portion of the form. Once the employee has completed the self-evaluation, the supervisor will then rate the employee by checking if they are Leading the Way, On Track or Needs Improvement. If an employee is Leading the Way or Needs Improvement, a comment is required in the results section of the form. As priorities of the Village change the key responsibilities and/or goals for the position can also change; therefore this section should be updated periodically.~~
- ~~2. Section II How We Work evaluates the competencies needed for each employee to be successful in achieving the Village's goals and objectives. The six (6) competencies listed represent behaviors that all Village employees should possess to be successful in their job. They are Action Oriented/Drive for Results, Customer Focus, Integrity and Trust (Responsibility and Accountability), Personal Effectiveness, Peer Relationships (Teamwork) and Safety Orientation. The Supervisor/Department Head Evaluation Form includes four (4) additional competencies related to Leadership: Building Effective Teams, Conflict Management, Developing Direct Reports and Others, Making Complex Decisions. All of these competencies are defined and have a rating statement imbedded in the performance evaluation form. These statements should be used only as a guide in that they are not all inclusive, but rather contain concepts that should be considered when rating. As in section I, the supervisor will then rate the employee by checking if they are Leading the Way, On Track or Needs Improvement. If an employee is Leading the Way or Needs Improvement, a comment is required in the results section of the form.~~
- ~~3. Section III Employee Development Goal In this section, the employee and supervisor should work together to establish (Specific, Measurable, Attainable, Realistic and Timely) SMART goals for the next evaluation period. The goals set for the next evaluation period should either focus on the goals or objectives of the department/Village or be focused on improving performance issues identified in the most recent performance evaluation. To ensure success the employee and supervisor should meet regularly throughout the year to discuss~~

~~progress toward these goals.~~

- ~~4. Section IV Supervisor Summary of Employee Performance in this section supervisors must also note the evaluated employee's strengths and areas needing development exhibited during the evaluation period.~~
  - ~~a. Disciplinary actions, either pending or sustained, shall be noted on the performance evaluation. In sustained disciplinary actions, the appropriate performance evaluation shall reflect the discipline. If the disciplinary action is still pending at the end of the rating period, it shall be noted on the evaluation, but the evaluated employee will not be marked down. Should the pending discipline be sustained, it will be reflected in the subsequent rating period.~~
  - ~~b. The supervisor will then calculate a total score by adding up the total number of each rating: (Leading the Way, On Track, and Needs Improvement) the employee received. There are 14 indices for an Individual Contributor and 18 indices for Supervisors/Department Heads.~~
  - ~~c. The evaluated employee shall sign the performance evaluation and receive a copy. The employee signature does not indicate agreement or disagreement with the evaluation.~~
  - ~~d. Should the evaluated employee have problems with his/her performance evaluation, he/she shall note such issues in the "Employee Comments" section of the form. In the event that the issues are not resolved between the supervisor and the affected employee, the evaluation shall be forwarded to the Department Head, the Human Resources Coordinator and Village Administrator for resolution.~~
- ~~5. Section V: Signatures: Once completed, the performance evaluation form needs to be reviewed and signed by the employee, supervisor, and department head and then forwarded to Human Resources.~~

~~C. Performance Improvement Plan (PIP):~~

- ~~1. Should the evaluated employee receive three or more "Needs Improvement", the supervisor shall complete a Performance Improvement Plan, noting the reason for the PIP and a recommended plan for improvement.~~
- ~~2. Performance Improvement Plans may be instituted at any time and are a method for identifying problems and providing guidance for improvement.~~



~~D. Employee's Role:~~

- ~~1. The employees will be an integral part of the performance evaluation process. They will begin the process by working with their supervisor to set goals for the upcoming year. This should be a collaborative process and should result in the development of meaningful and measurable goals that will help to improve the Village. The goals should also work to improve the employee's professional development as well.~~
- ~~2. The employee will also be responsible for completing a self-evaluation. This is an equally important step to the evaluation process. The employee will be asked to provide an objective evaluation of their key responsibilities/goals and competencies prior to their evaluation meeting. This information will be provided back to the supervisor and will be added to the performance evaluation form, so it can be reviewed together at the performance evaluation meeting.~~

~~E. Supervisor's Role:~~

- ~~1. In order to objectively evaluate the performance of employees, supervisors must continuously document the work performance of each of his/her subordinates so as to have a factual basis from which to assess his/her work performance. The documentation does not only include those performance issues that require improvement, but also positive activities that an employee has been involved in during the rating period.~~
- ~~2. In order to be an effective tool, the supervisor should bring performance issues, either positive or negative, to the employee's immediate attention rather than at the formal performance evaluation meeting.~~
- ~~3. Supervisors shall review with the employee the complete evaluation at the performance evaluation meeting, including any performance improvement plans that have been developed, as well as ideas for goal identification.~~
- ~~4. Supervisors shall also review the level of performance expected for the next evaluation period.~~

~~F. Merit Compensation:~~

~~Merit Increases & Merit Bonuses:~~

~~All non-bargaining regular full-time and part-time employees will be eligible for a merit increases. Employees whose salaries have achieved the maximum within their grade will be eligible for a merit bonus. Merit increases and~~

~~bonuses will be administered based on the results of the performance evaluation. The maximum percent increase and lump-sum bonus will be determined once all evaluations are received and will not exceed the allowable budget approved by the Board each year.~~

- ~~1. Once the performance evaluation has been completed, signed, and turned in to Human Resources. The Human Resources Coordinator and Finance Director will review each evaluation for consistency and equity. Any discrepancies will be further reviewed with the Village Administrator.~~
- ~~2. Once all evaluations have been determined to be consistent and equitable, the merit increases and bonuses will be calculated by the Finance Director.~~
- ~~3. All merit increases and bonuses will be reviewed and approved by the Village Administrator.~~
- ~~4. Once approved by the Village Administrator, the Department Heads and/or supervisor will communicate the amount of increase/bonus to employees during a merit review meeting. This meeting will take place prior to the effective date of the increase.~~
- ~~5. Merit increases are not guaranteed and performance will factor into the level of percent increase from year to year.~~

<i><b>Job-Classification</b></i>	<i><b>Individual Contributor/Supervisor/Seasonal</b></i>
Community Service Officer	Individual Contributor
Records Clerk	Individual Contributor

**APPENDIX ED**

**PAY PHILOSOPHY, EVALUATION PROGRAM AND COMPENSATION PLAN**

**Overall Purpose**

The Village of Lake in the Hills has adopted an operational excellence strategy. To the Village, this means the smart investment in developing and engaging its talent to be strategists at all levels. This is accomplished through adopting and maintaining a consistent and comprehensive pay philosophy, performance evaluation program and compensation plan that attracts, rewards and retains top talent while controlling costs and enhancing compensation flexibility.

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**Pay Philosophy**

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While maintaining fiscal responsibility, the Village of Lake in the Hills is committed to compensating in a manner that is equitable across all employee groups, reflective of the external market, and provides recognition for the achievement of individuals who reach objectives or organizational goals. Specifically, it is the Village’s goal to achieve the following objectives:

- Internal equity among all employee schedules
- Provide incentives for performance and productivity
- Administrative efficiency

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**Performance Evaluation Program**

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**Objective**

The objectives of the Village’s performance program include consistently and equitably: commending performance, measuring strengths and areas in need of development, identifying training needs, and establishing and reviewing goals.

The performance evaluation requires employees and supervisors communicate at regular intervals and during specific problem-solving situations in order to provide an accurate assessment of individual performance and to support overall employee job performance and satisfaction.

**Evaluation Timing**

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The evaluation period will begin in July and run through June of the following calendar year. Annual performance evaluations will be performed in June of each calendar year.

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**Probationary Evaluation**

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All newly hired (bargaining unit and non-bargaining unit) employees will have a probationary performance evaluation six month after being hired. The employee will be evaluated on key responsibilities and core competencies of the position. If the probationary evaluation is completed within 90 days of the annual evaluation schedule, the probationary review will serve as the annual review for that year. Once the six month evaluation is complete the employee will then follow the annually scheduled evaluation process. It is possible for an employee to have two evaluations completed within the first year of employment.

**Performance Evaluation Program Design**

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**Overview**

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The Performance Evaluation is divided into four (4) sections in order to provide a comprehensive evaluation of the employee’s job performance, and will be based on a

3 point grading scale:

Grade	Points
Leading the Way	3
On Track	2
Need Improvement	1

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Section I: Job Specific Key Responsibilities/Goals or What We Do evaluates the employees on how effectively they have accomplished the job they were hired to do for the Village. Supervisors will evaluate employee's effectiveness, timeliness, quality and quantity of work, and accomplishment of goals.

Section II: Core Performance Competencies How We Work evaluates the competencies needed for employees to be successful in achieving the Village's goals and objectives. Each employee will be evaluated on core competencies. These competencies may vary by level within the organization (i.e. individual contributor vs. supervisor/department head). They also represent competencies most valued by the Village at the time. Competencies will be evaluated periodically to ensure they best represent the strategic vision of the Village.

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Section III: Summary of Commendation and Disciplinary Action is completed by supervisors and includes a summary of any commendations or disciplinary action taken during the review period. A commendation will include any written commendation or written acknowledgement, such as thank you notes or emails from internal or external customers that highlight the employee's job performance. All written commendations and acknowledgements should be included in the employee's personnel file. Likewise, disciplinary action should be written and included in the personnel file, in order to reference it in the evaluation.

Section IV: Summary of Employee Performance is completed by supervisors. This allows for supervisors to summarize or highlight the employee's strengths and areas that need development.

**Goal Setting**

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All regular full-time and part-time employees will begin the evaluation process in July of each year by working collaboratively with their supervisor to create job specific key responsibilities/goals. At least two (2) of the key responsibilities should have a SMART goal included. Although two goals are required, it should be the intention to increase the number of goals associated with key responsibilities each year. For example, it is realistic for a new employee to begin with a couple of achievable goals, but a more tenured employee should be challenged to embrace goal setting that will allow them to explore new opportunities, solve problems or prepare for career growth.

Example: Key Responsibility: Operate equipment safely

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New Employee: I will attend training on how to operate a backhoe and will gain experience by operating a backhoe at least three times during this evaluation period.

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More Tenured Employee: By the end of the 4th quarter, I will attend a train the trainer on how to operate a backhoe safely and will then train my crew on backhoe safety. I will ensure each crew member has an opportunity to operate the backhoe at least three times during this evaluation period.

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Once the key responsibilities/goals are established, they will be entered into Neogov/PERFORM by the employee and approved by their supervisor. Any changes to the goals once approved, will require Department Head Chief of Police and Human Resources approval.

#### **Detailed Schedule**

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The performance evaluation process involves employee self-evaluation, supervisor rating, and meetings intended to provide formal feedback to employees that focuses on strengths and areas of development and also allows for discussion on both short and long-term goals, career planning and professional development opportunities.

Month	Action	Responsible	Approver
Early May	Employee Self-Rating	Employee	N/A
Late May	Manager Ratings	Manager	Dept. Head/HR
June	Conduct Formal Employee Review	Manager/Employee	N/A
Late June	Final Sign-Off of Evaluation	Manager/Employee	N/A

#### **Performance Improvement Plan (PIP)**

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Should the evaluated employee receive three (3) or more "Needs Improvement", the supervisor will develop a Performance Improvement Plan, noting the reason for the PIP and a recommended plan for improvement.



# REQUEST FOR BOARD ACTION

**MEETING DATE:** April 8, 2021  
**DEPARTMENT:** Public Works  
**SUBJECT:** 2021 Affiliate Organization Agreements

## EXECUTIVE SUMMARY

Staff seeks Board approval to enter into agreements with six organized recreational Affiliate Organizations (AO) through December 31, 2021.

Since 2005, the Village has had formal agreements with not-for-profit AO that desire to provide organized recreational opportunities on Village-owned property. These agreements are a necessary tool in defining the responsibilities of both the AO and the Village. Defined responsibilities include facility usage and maintenance, equipment usage, advertising, meeting requirements, insurance requirements, fees, general obligations, and conditions.

### 2020 Agreements and Fees

In 2020, the start of the COVID-19 pandemic put all recreational activities on-hold. With AO's not knowing if or when they could start their season or how many participants they would have, the Village entered into one-year agreements with each AO. The Board granted staff authority to determine the 2020 fees with each AO after considering the 2020 season duration and number of participants compared to 2019. A 2020 season duration summary and explanation of fees follows below.

Affiliate Organization	2019 Fee	2020 Fee	2020 Fee Explanation
LITHYAA (baseball)	\$12,460	\$5,400	Spring - 189 participants in 2020 compared to 332 in 2019 and no fall activities except travel
ALITHSA (soccer)	\$8,040	\$1,000	No spring or fall activities (180 participants normally) except skills camp for 62 participants
Jr. Eagles Football	\$1,368	\$1,872	No tackle in 2020, but they had flag football and overhead fees were actually lower in 2020
Jr. Eagles Cheerleading	\$1,000	\$250	125 participants in 2019, compared to 29 in 2020. Also, no fundraisers in 2020
United Cricket Club	Did not play	Did not play	Have not played because the cricket pitch requires repairs; plan to fix and play in 2021
	<b><u>\$22,868</u></b>	<b><u>\$8,522</u></b>	

### Blackhawks Lacrosse

The sixth AO, Blackhawks Lacrosse ("Blackhawks") is a youth recreational organization that offers programs for children in McHenry County ages 8 through 14. With the sport of lacrosse growing, Blackhawks would like to use the fields adjacent to Richard Taylor Park for practices this year. The draft

agreement uses \$8.00/player as the normal season fee, which is the same per player fee currently used by the Crystal Lake Park District.

### 2021 Agreements and Fees

Staff has been in communication with each AO these past several months. The current Illinois COVID-19 mitigations for our region allow recreational activities to occur but with guidance and restrictions that change often. The AO's believe these restrictions may result in low participation levels and/or a shortened season. As such, the agreements only run through the end of this year, are based on a per player fee and contain language that would accommodate a shortened season. Under this arrangement, each AO would pay the same per player fee that they paid during their last pre-COVID season (2019 for most AO's), but staff would prorate their per player fee, if their 2021 season is shorter than their last pre-COVID season.

### **FINANCIAL IMPACT**

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All revenue that the Village receives will be determined at a later date.

### **ATTACHMENTS**

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1. Agreement with the Lake in the Hills Youth Athletic Association (LITHYAA)
2. Agreement with the Algonquin Lake in the Hills Soccer Association (ALITHSA)
3. Agreement with Junior Eagles Football
4. Agreement with Junior Eagles Cheerleading
5. Agreement with the United Cricket Club
6. Agreement with Blackhawks Lacrosse

### **RECOMMENDED MOTIONS**

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Motion to approve an agreement between the Village and the Lake in the Hills Youth Athletic Association (LITHYAA) through December 31, 2021.

Motion to approve an agreement between the Village and the Algonquin Lake in the Hills Soccer Association (ALITHSA) through December 31, 2021.

Motion to approve an agreement between the Village and Junior Eagles Football through December 31, 2021.

Motion to approve an agreement between the Village and Junior Eagles Cheerleading through December 31, 2021.

Motion to approve an agreement between the Village and the United Cricket Club through December 31, 2021.

Motion to approve an agreement between the Village and Blackhawks Lacrosse through December 31, 2021.

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the

Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the

Lake in the Hills Youth Athletic Association (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

### Section 1: Definition

A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:

- The group must be leisure-oriented.
- The group’s existence shall be of value to the community.
- The activity must develop a sense of achievement and self-worth for its participants.
- Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.  
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.

B. Rec League – defined as a league with intra-league play

C. Travel League – defined as a league with inter-league play and tryouts for

### participation. Section 2: Non Discrimination

A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

### Section 3: Facility

A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:

Sunset Park baseball/softball fields, Sunset Park concessions, Ryder Park baseball fields, Plote Field, Ryder concessions, Leroy Guy baseball/softball fields and Leroy Guy concessions



- B. The A.O. agrees to maintain the Village's facilities in accordance with Exhibit A, attached hereto and made a part of this agreement. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.  
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Any use of the concessions stands requires a Certified Food Sanitation member on duty while food is being served. A current McHenry County Health permit is required for any food service. See Exhibit E for Authorization to Sell and Collect Monies.
- E. There will be no practices allowed on football and soccer game fields as well as Plote Baseball Field.
- F. Thorguard – Early Detection Lightning Systems are installed at Ryder, Sunset, and Leroy Guy Parks, Plote Field, and Indian Trail Beach for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- G. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- H. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- I. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- J. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

#### Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.
- C. Sponsor or promotion banners may be put on fences at Sunset Park baseball fields and LeRoy Guy Park baseball fields from April 1, 2021 through September 30, 2021. Banners must remain in good condition with no rips, tears, or fading. The Village reserves the right to remove any/all banners that are not in good condition.

#### Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

## Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
  1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  2. There shall be no salaries or compensation provided to any officer of the corporation.
  3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

## Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$18.00/participant. However, if the A.O. uses the Village's baseball/softball fields less than 7 months (April 1 to October 31) in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses the Village's fields for 5 months (or 71.5% of a normal year), the A.O. would pay only \$12.87/participant in 2021. The fees will be due within one month of the last completed game for the season.

Tournament fees for any athletic facility are \$100 for up to 5 hours and \$200 for over 5 hours per facility per day. Tournament fees for annual Brian Kreuger Memorial Tournament will be waived.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O.

This Agreement may not be modified or amended except by written agreement of the parties.

- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.

F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills, IL 60156  
Attn: Public Works Director

A.O.: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President \_\_\_\_\_

Lake in the Hills Youth Athletic Association, An Affiliate  
Organization

By: Lisa Wolter Lisa Wolter

Its: President

EXHIBIT A  
Facility Maintenance Obligations and Equipment VILLAGE

EQUIPMENT AND PERSONNEL AVAILABILITY

The following equipment is owned by the Village and available to the A.O. subject to being operated by Village personnel.

- Rototiller
- Aerator
- Over seeder
- Loader/backhoe
- Mower
- Water Wheel

The availability of this equipment is for special projects on work days only, subject to scheduling by the Village's Public Works Department. The equipment is not available for ongoing or routine maintenance. There will be no charge for work performed during the Village's normal business hours. Any requests for weekend or after hour assistance shall be at the expense of the A.O and at the discretion of the Director of Public Works or his designee.

Requests for assistance should go directly to the Director of Public Works or his designee.

USE OF VILLAGE PROPERTY FACILITIES AND IMPROVEMENTS:

1. The A.O. shall obtain the written authorization of the Village and any required permits prior to the development, construction, or improvement of Village property including, but not limited to, the installation or relocation of backstops, fencing, benches, storage/concessions facilities, scoreboard, signage, and flagpoles. All new improvements become the property of the Village and a bill of sale must be submitted to the Village once the equipment/improvement has been installed.
2. The A.O. shall be solely responsible for the cost of such improvements or relocations except for improvements that are requested or required by the Village.
3. The A.O. is responsible for any equipment, turf, or facility damage.
4. Additional agreements between the Village and the A.O. are listed below:
  - a. Property Lease (storage facility) from 11/17/2020 to 12/31/2021.

MAINTENANCE STANDARDS

1. The Village shall provide turf maintenance including seeding, fertilizing, aerating, and mowing. The A.O. understands that maintenance is dependent upon weather conditions and contractors' schedules. Sports turf is typically mowed twice a week during peak times. Each A.O. can request a specific mowing day.
2. The A.O. shall maintain the infield and all other amenities including, but not limited to, any interior buildings, scoreboards, and similar structures in a safe condition and shall be responsible for the cleanup of litter and debris in the park or facility after each game.
3. The A.O. agrees not to apply any types of seed, fertilizer, weed-killer, or other herbicide or pesticide on Village property.
4. The A.O. is responsible for maintaining the infield areas on a daily, weekly and seasonal basis in accordance with Village standards.

EXHIBIT B (Example)  
Code of Conduct

**Code of Conduct for Spectators of Youth Sports**

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
  - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
  - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
  - If officials do make poor calls during a game, the following circumstances usually apply:
    - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
    - ii. An occasional poor call seldom affects the outcome of a game.
    - iii. The number of poor calls usually balances out for both teams.
    - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
    - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.
  
2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
  - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
  - Encouragement and praise should be made in public; constructive criticism is best made in private.
  - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
  - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.
  
3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
  - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
  - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

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Parent/Guardian Signature

Date

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Parent / Guardian Printed Name

EXHIBIT C (Example)

**COACHING CONTRACT**

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

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Sport

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Signature of Coach

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Date

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Director



EXHIBIT D (Example)  
**PLAYER'S CODE OF ETHICS\***

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

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Player's Signature

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Date

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Player's Printed Name

\*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT E  
Village of Lake in the Hills  
Application for Authorization to Sell/Collect Money  
On Village Property  
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date and Time of each Sale: \_\_\_\_\_

Types of items that will be sold: *please list below*


Manner in which items will be handled and stored: *(i.e. prepared food, packages food, non-perishable food items.)*

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How will garbage, grey water, and left-over food be disposed of: *explain below:*

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Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit *(under a tent, 6" above ground, commercially packaged)*
- Certificate of Insurance

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I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date)\_\_\_\_\_

APPROVAL SECTION

\_\_\_\_\_  
(Signature: Village Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature: Designee)

\_\_\_\_\_  
(Date)

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Algonquin Lake in the Hills Soccer Association (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

### Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
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The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
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### Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

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- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:
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  - Richard Taylor Park Soccer Fields
  - Leroy Guy Park Soccer Fields

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  3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
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- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$16.33/participant. However, if the A.O. uses the Village's soccer fields less than 8 weeks (56 days) in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses the Village's soccer fields for 6 weeks (or 75% of a normal year), the A.O. would pay only \$12.24/participant in 2021.

The fees will be due within one month of the last completed game for the season.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.

- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills 9010 Haligus Road  
 Lake in the Hills, IL 60156  
 Attn: Public Works Director

A.O.: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

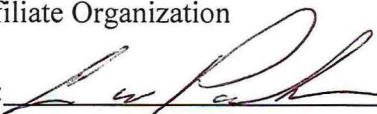
H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President

Algonquin Lake in the Hills Soccer Association (ALITHSA), An  
 Affiliate Organization

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

Its: INTERM - PRES. \_\_\_\_\_



EXHIBIT A  
Facility Maintenance Obligations and Equipment

VILLAGE EQUIPMENT AND PERSONNEL AVAILABILITY

The following equipment is owned by the Village and available to the A.O. subject to being operated by Village personnel.

- Rototiller
- Aerator
- Over seeder
- Loader/backhoe
- Mower
- Water Wheel

The availability of this equipment is for special projects on work days only, subject to scheduling by the Village's Public Works Department. The equipment is not available for ongoing or routine maintenance. There will be no charge for work performed during the Village's normal business hours. Any requests for weekend or after hour assistance shall be at the expense of the A.O and at the discretion of the Director of Public Works or his designee.

Requests for assistance should go directly to the Director of Public Works or his designee.

USE OF VILLAGE PROPERTY FACILITIES AND IMPROVEMENTS:

1. The A.O. shall obtain the written authorization of the Village and any required permits prior to the development, construction, or improvement of Village property including, but not limited to, the installation or relocation of backstops, fencing, benches, storage/concessions facilities, scoreboard, signage, and flagpoles. All new improvements become the property of the Village and a bill of sale must be submitted to the Village once the equipment/improvement has been installed.
2. The A.O. shall be solely responsible for the cost of such improvements or relocations except for improvements that are requested or required by the Village.
3. The A.O. is responsible for any equipment, turf, or facility damage.
4. Additional agreements between the Village and the A.O. are listed below:
  - a. Property Lease (storage facility) from 11/17/2020 to 12/31/2021.
  - b. Property Lease (storage facility) from 12/31/2011 to 12/31/2021.

MAINTENANCE STANDARDS

1. The Village shall provide turf maintenance including seeding, fertilizing, aerating, and mowing. The A.O. understands that maintenance is dependent upon weather conditions and contractors' schedules. Sports turf is typically mowed twice a week during peak times. Each A.O. can request a specific mowing day.
2. The A.O. shall maintain the infield and all other amenities including, but not limited to, any interior buildings, scoreboards, and similar structures in a safe condition and shall be responsible for the cleanup of litter and debris in the park or facility after each game.
3. The A.O. agrees not to apply any types of seed, fertilizer, weed-killer, or other herbicide or pesticide on Village property.

4. The A.O. is responsible for maintaining the infield areas on a daily, weekly and seasonal basis in accordance with Village standards.

EXHIBIT B (Example)  
Code of Conduct

**Code of Conduct for Spectators of Youth Sports**

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
  - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
  - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
  - If officials do make poor calls during a game, the following circumstances usually apply:
    - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
    - ii. An occasional poor call seldom affects the outcome of a game.
    - iii. The number of poor calls usually balances out for both teams.
    - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
    - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.
  
2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
  - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
  - Encouragement and praise should be made in public; constructive criticism is best made in private.
  - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
  - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.
  
3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
  - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
  - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

---

Parent/Guardian Signature

Date

---

Parent / Guardian Printed Name

EXHIBIT C (Example)

**COACHING CONTRACT**

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

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Sport

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Signature of Coach

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Date

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Director

EXHIBIT D (Example)  
**PLAYER'S CODE OF ETHICS\***

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

---

Player's Signature

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Date

---

Player's Printed Name

\*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT E  
Village of Lake in the Hills  
Application for Authorization to Sell/Collect Money  
On Village Property  
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date and Time of each Sale: \_\_\_\_\_

Types of items that will be sold: *please list below*


Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

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How will garbage, grey water, and left-over food be disposed of: *explain below:*

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Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

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I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) \_\_\_\_\_

APPROVAL SECTION

\_\_\_\_\_  
(Signature: Village Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature: Designee)

\_\_\_\_\_  
(Date)

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Lake in the Hills/Algonquin Junior Eagles Youth Football (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
  - The group must be leisure-oriented.
  - The group’s existence shall be of value to the community.
  - The activity must develop a sense of achievement and self-worth for its participants.
  - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.  
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:  
Sunset Football



- B. The A.O. agrees to maintain the Village's facilities in accordance with Exhibit A, attached hereto and made a part of this agreement. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Any use of the concessions stands requires a Certified Food Sanitation member on duty while food is being served. A current McHenry County Health permit is required for any food service. See Exhibit E for Authorization to Sell and Collect Monies.
- E. There will be no practices allowed on football and soccer game fields as well as Plote Baseball Field.
- F. Thorguard – Early Detection Lightning Systems are installed at Ryder, Sunset, and Leroy Guy Parks, Plote Field, and Indian Trail Beach for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- G. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- H. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- I. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- J. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

#### Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

#### Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

## Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
  - 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  - 2. There shall be no salaries or compensation provided to any officer of the corporation.
  - 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  - 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

## Section 7: Insurance/Indemnification

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$18.00/participant. However, if the A.O. uses the Sunset football fields less than 117 days (July 19 to November 12) in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses the Village's fields from August 1 to October 31 (or 78.6% of a normal year), the A.O. would pay only \$14.15/participant in 2021. The fees will be due within one month of the last completed game for the season.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.

- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.
- G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills  
 9010 Haligus Road  
 Lake in the Hills, IL 60156  
 Attn: Public Works Director

A.O.: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

- H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President

Lake in the Hills/Algonquin Junior Eagles Youth Football, An

Affiliate Organization

By: Bob Koziel (Bob KP)

Its: President

EXHIBIT A  
Facility Maintenance Obligations and Equipment

VILLAGE EQUIPMENT AND PERSONNEL AVAILABILITY

The following equipment is owned by the Village and available to the A.O. subject to being operated by Village personnel.

- Rototiller
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2. The A.O. shall be solely responsible for the cost of such improvements or relocations except for improvements that are requested or required by the Village.
3. The A.O. is responsible for any equipment, turf, or facility damage.
4. Additional agreements between the Village and the A.O. are listed below:
  - a. Property Lease (storage facility near the Sunset Park football fields) from 12/31/2011 to 12/31/2021.

MAINTENANCE STANDARDS

1. The Village shall provide turf maintenance including seeding, fertilizing, aerating, and mowing. The A.O. understands that maintenance is dependent upon weather conditions and contractors' schedules. Sports turf is typically mowed twice a week during peak times. Each A.O. can request a specific mowing day.
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EXHIBIT B (Example)  
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1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
  - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
  - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
  - If officials do make poor calls during a game, the following circumstances usually apply:
    - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
    - ii. An occasional poor call seldom affects the outcome of a game.
    - iii. The number of poor calls usually balances out for both teams.
    - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
    - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.
  
2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
  - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
  - Encouragement and praise should be made in public; constructive criticism is best made in private.
  - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
  - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.
  
3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
  - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
  - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

---

Parent/Guardian Signature

Date

---

Parent / Guardian Printed Name

EXHIBIT C (Example)

**COACHING CONTRACT**

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

---

Sport \_\_\_\_\_ Signature of Coach \_\_\_\_\_

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Date \_\_\_\_\_ Director \_\_\_\_\_

EXHIBIT D (Example)  
**PLAYER'S CODE OF ETHICS\***

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

---

Player's Signature

---

Date

---

Player's Printed Name

\*Pledge is from the National Youth Sports Coaches Association (NYSCA)



EXHIBIT E  
Village of Lake in the Hills  
Application for Authorization to Sell/Collect Money  
On Village Property  
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date and Time of each Sale: \_\_\_\_\_

Types of items that will be sold: *please list below*


Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

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How will garbage, grey water, and left-over food be disposed of: *explain below:*

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Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

---

I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) \_\_\_\_\_

APPROVAL SECTION

\_\_\_\_\_  
(Signature: Village Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature: Designee)

\_\_\_\_\_  
(Date)

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Lake in the Hills/Algonquin Junior Eagles Youth Cheerleading (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

### Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
  - The group’s existence shall be of value to the community.
  - The activity must develop a sense of achievement and self-worth for its participants.
  - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.  
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

### Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

### Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:  
Village Hall Lawn

- B. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.  
Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Any use of the concessions stands requires a Certified Food Sanitation member on duty while food is being served. A current McHenry County Health permit is required for any food service. See Exhibit A for Authorization to Sell and Collect Monies.
- E. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- F. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- G. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- H. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

#### Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

#### Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

## Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
  1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  2. There shall be no salaries or compensation provided to any officer of the corporation.
  3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

## Section 7: Insurance/Indemnification

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$8.00/participant. The A.O. may use the Village Hall Multipurpose Room and Village Hall patio for practices. The A.O. may use the Village Hall Multipurpose room up to 25 times per year; however, all reservations must be on weekdays and must end by 9:00 p.m. If the A.O. uses both locations for practices less than 30 times in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses both locations 25 times (or 83% of a normal year), the A.O. would pay only \$6.67/participant in 2021. The fees will be due within one month of the last practice for the season.

For all other facility use in 2021, the A.O. will be billed at the rates listed in the most recent edition of the Village Facility Use Policy.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid,

void or unenforceable, the remainder of the provisions shall remain in full force and effect.

- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.
- G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills  
 9010 Haligus Road  
 Lake in the Hills, IL 60156  
 Attn: Public Works Director

A.O.: LA Jr Golden Eagles  
PO Box 7594  
Algonquin, IL 60102

- H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President

Lake in the Hills/Algonquin Junior Eagles Youth Cheerleading,

An Affiliate Organization

By: Michele Sanabria Michele Sanabria

Its: President



EXHIBIT A  
Village of Lake in the Hills  
Application for Authorization to Sell/Collect Money  
On Village Property  
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date and Time of each Sale: \_\_\_\_\_

Types of items that will be sold: *please list below*


Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

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How will garbage, grey water, and left-over food be disposed of: *explain below:*

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Documentation Required:

- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

---



I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)

(Date) \_\_\_\_\_

APPROVAL SECTION

\_\_\_\_\_  
(Signature: Village Administrator)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature: Designee)

\_\_\_\_\_  
(Date)

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the United Cricket Club (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

### Section 1: Definition

A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:

- The group must be leisure-oriented.
- The group’s existence shall be of value to the community.
- The activity must develop a sense of achievement and self-worth for its participants.
- Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.  
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.

B. Rec League – defined as a league with intra-league play

C. Travel League – defined as a league with inter-league play and tryouts for

participation. Section 2: Non Discrimination

A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

### Section 3: Facility

A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:

Sunset Park Cricket Pitch

B. The A.O. agrees to maintain the Village’s facilities in accordance with Exhibit A, attached

hereto and made a part of this agreement. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property.

Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.

- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Any use of the concessions stands requires a Certified Food Sanitation member on duty while food is being served. A current McHenry County Health permit is required for any food service. See Exhibit E for Authorization to Sell and Collect Monies.
- E. There will be no practices allowed on football and soccer game fields as well as Plote Baseball Field.
- F. Thorguard – Early Detection Lightning Systems are installed at Ryder, Sunset, and Leroy Guy Parks, Plote Field, and Indian Trail Beach for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- G. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- H. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- I. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- J. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

#### Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

#### Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.

#### Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
  - 1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  - 2. There shall be no salaries or compensation provided to any officer of the corporation.
  - 3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  - 4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

Section 7: Insurance/Indemnification.

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related

to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$6.06/participant. However, if the A.O. uses the Sunset Cricket Pitch less than 16 times in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses the Sunset Cricket Pitch 12 times (or 75% of a normal year), the A.O. would pay only \$4.55/participant in 2021.

The fees will be due within one month of the last completed game for the season.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.
- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.

- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.
- G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills  
 9010 Haligus Road  
 Lake in the Hills, IL 60156  
 Attn: Public Works Director

A.O.: United Cricket Club  
340 Peartree Drive  
Lake in the Hills, IL 60156

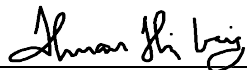
H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President

United Cricket Club, An Affiliate Organization

By: 

Its: Club President

This Agreement entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Village of Lake in the Hills (“Village”), an Illinois Municipal Corporation and the Blackhawks Lacrosse (“Affiliate Organization” or “A.O.”), a leisure-oriented group, organization or association.

### Section 1: Definition

- A. Affiliate Organizations are defined as not-for profit corporations, associations, or similar groups whose main purpose is to provide constructive recreational opportunities to the residents of Lake in the Hills on Village-owned property. Activities conducted by an A.O. must meet the following conditions for constructive, wholesome and worthwhile recreational pursuits:
- The group must be leisure-oriented.
  - The group’s existence shall be of value to the community.
  - The activity must develop a sense of achievement and self-worth for its participants.
  - Benefits of the activity should include improvements of the physical, mental or emotional well-being of participants.  
The activity should stimulate creativity, develop recreational skill and /or enhance avenues of socialization.
- B. Rec League – defined as a league with intra-league play
- C. Travel League – defined as a league with inter-league play and tryouts for participation.

### Section 2: Non Discrimination

- A. Activities sponsored by an A.O. shall not, other than to adhere to specific age and/or gender-based membership guidelines reasonably necessary for the group’s recreational activity or minimum residency standards, discriminate against or exclude any individual from participation for reasons of race, color, creed, national origin, sex, sexual orientation, or handicap. Registration for membership/tryouts must be open to all residents of the Village, subject to reasonably necessary age and/or gender-based standards.

### Section 3: Facility

- A. In order to allow the A.O. to provide services to its members or constituents, the Village agrees to allow the A.O. to use Village property, facilities and equipment, in accordance with the Village’s Facility Use Policy. Facilities and property covered under this agreement include:

Richard Taylor Park (see Exhibit E for the specific location)

- B. The A.O. agrees to maintain the Village's facilities in accordance with Exhibit A, attached hereto and made a part of this agreement. The A.O. shall notify the Village and obtain approval prior to commencing any changes, modifications or improvement to Village property. Any private contractor(s) who intends to work on the Village's grounds, facilities or equipment shall be approved by the Director of Public Works or his designee in advance.
- C. The Village may require an A.O. to reimburse expenses and costs incurred by the Village related to the A.O.'s use of property, facilities or equipment including, but not limited to, the clean-up of litter and debris during activities sponsored by the A.O.
- D. Any use of the concessions stands requires a Certified Food Sanitation member on duty while food is being served. A current McHenry County Health permit is required for any food service. See Exhibit E for Authorization to Sell and Collect Monies.
- E. All practices or games must end by sunset.
- F. Any/all goals left on site must be secured to the ground in accordance with the standards set by the Village's Public Properties Division Superintendent or his/her designee.
- G. Thorguard – Early Detection Lightning Systems are installed at Ryder, Sunset, and Leroy Guy Parks, Plote Field, and Indian Trail Beach for protection of all who play, spectate, and recreate in these areas. If the system warning goes off, please exit the facility and seek shelter until the system all clear is indicated. Signs are posted at the parks indicating additional information about the warning system.
- H. Concussion and specific sport injury prevention information must be stated within the website of the A.O.
- I. Permission must be granted by the Director of Public Works or his designee in order for portable light units to be used after dusk.
- J. The Village shall also accommodate general meetings and registration activities of the A.O. in accordance with the Facility Use Policy.
- K. It shall be a requirement of the A.O. to provide a seasonal schedule and coordinate their activities with the Village through its Public Works Director or his designee. The Village agrees to offer the A.O. staff expertise and other in-kind services as determined by the Public Works Director.

#### Section 4: Advertising

- A. The Village shall publish information about the A.O. in the seasonal Parks & Recreation brochure, and on the Village's website at its sole discretion
- B. Temporary sponsor banners for travel teams must be taken down after every game.

#### Section 5: Meetings

- A. The A.O. shall designate up to three (3) board members or officers as the official liaisons with the Village. The A.O. agrees to meet on a quarterly basis with the Public Works Director or his designee to exchange ideas and discuss plans for future opportunities.
- B. All A.O. will be sent Parks & Recreation Board agendas for their review and optional attendance.
- C. Advanced notice of the A.O. board meetings shall be sent to the Public Works Director or his designee.



## Section 6: Obligations of the Affiliate Organization

During the term of this agreement the A.O. shall adhere to the following regulations.

- A. The A.O. must have a governing board of directors or officers. The A.O. shall provide the Village with the names of the directors or officers and provide updates of any changes in writing.
- B. The A.O. shall initially provide the Village with its statement of purpose, established guidelines, and a set of by-laws that have been accepted and approved by the organization's board. In addition, the A.O. shall provide the Village with copies of the governing board's meeting minutes, annual report, and financial information upon request. Any updates or changes to the above mention should be submitted to the Public Works Director upon approval.
- C. The A.O. shall be organized and maintain active status as an Illinois not-for-profit corporation defined as follows:
  1. Revenues shall be exclusively devoted to the development, continuation, promotion, operation and expansion of the specialized activities in which the organization is involved.
  2. There shall be no salaries or compensation provided to any officer of the corporation.
  3. Assets of the organization will not, either during its operation or upon its dissolution, be distributable to or for the benefit of any individual or for-profit entity, group, or organization.
  4. Deposits, expenditures and assets of the organization shall be held on behalf of the organization and not in the name of any individual.
- D. The A.O. shall take reasonable steps to ensure that all coaches, managers, officials, or other adults who have leadership roles or contact with its minor participants are not prohibited by any law or regulation from being in contact with the participants.
- E. The A.O. agrees to conduct criminal background checks and child offender checks for all employees and volunteers eighteen years of age or older and those who directly supervise individuals under the age of eighteen years of age. The A.O. is solely responsible for determining whether any conviction disqualifies any employee/volunteer.

## Section 7: Insurance/Indemnification

- A. The A.O. shall maintain general liability insurance for personal injury, death or damage to property arising out of the use of the Village's facilities, property or equipment. Such insurance shall provide coverage with policy limits of not less than \$1 million for each occurrence and \$2 million aggregate limit. In the event of bodily injury or death to one or more persons and in an amount of not less than \$500,000 or \$1 million combined single limit. The A.O. shall furnish with the Village certificates of insurance naming the Village, its officials, agents, employees, and volunteers as additional insureds, and with original endorsements affecting coverage required by this clause. Certificates and endorsements for each insurance policy shall be signed by a person authorized by that insured to buying coverage on its behalf. The additional insured endorsements will be on Insurance Service Office (ISO) forms: CG 2010, CG 2026 or an equivalent endorsement that is approved in writing by the Director of Public Works. The Village reserves the right to request fully certified copies of insurance policies and endorsements. Certificates shall be updated and submitted to the village on an annual basis when the A.O. agreement is valid.
- B. Except only to the extent otherwise prohibited by law, the A.O. covenants and agrees

to defend, indemnify and hold harmless the Village and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney fees, the Village may be required to pay as a result of acts and/or omissions of the A.O. or any agent of the A.O, or otherwise arising out of or related to A.O.'s activities or use of Village property. In such event that A.O.'s duty to defend the Village occurs, the Village has the right to choose its own legal counsel at A.O.'s expense. A.O. shall fully cooperate with any investigation conducted by or on behalf of the Village and/or the Village's liability insurance carrier, including without limitation providing the full policy for review at any time. Failure to fully cooperate with any such investigation shall constitute a breach of agreement and in the sole discretion of the Village, may result in revocation or suspension of any A.O. privileges under this Agreement.

- C. The A.O. shall be responsible for any damage to Village equipment, property, or facilities caused by the negligent and/or intentional acts of the A.O. and its participants.
- D. The A.O. shall keep on file a copy of or electronic version of the Code of Conduct for their organization. This will include a Coaching, Players, and Parent Code of Ethics. See Exhibits B, C, and D for examples.
- E. The Village shall have no financial or legal responsibility for the A.O.
- F. The A.O. agrees, acknowledges, and understands that the Village of Lake in the Hills makes no representations or warranties concerning the cleanliness of the facilities or that the facilities are free of the COVID-19 virus. The A.O. agrees, acknowledges, and understands that it is their responsibility to comply with state/federal law guidelines and that the Village shall not be responsible for anyone contracting COVID-19 or any direct, indirect, consequential, special, incidental, punitive, exemplary or any other damages of any kind relating to the COVID-19 virus.

#### Section 8: Fees

The 2021 fee shall be \$8.00/participant. However, if the A.O. uses the Richard Taylor fields less than 7 weeks in 2021, the participant fee shall be reduced in proportion to the actual 2021 season duration. For example, if the A.O. only uses the Richard Taylor fields for 6 weeks (or ~86% of a normal year), the A.O. would pay only \$6.86/participant in 2021.

The fees will be due within one month of the last completed practice for the season.

#### Section 9: Term

This agreement shall run from the date of execution through December 31, 2021.

#### Section 10: General Conditions

- A. The Village reserves the right to revoke, change, or place on probation the status of the A.O. at any time after providing a written notice that outlines the reasons for revocation, change or probation.
- B. If any term, covenant, or condition of this Agreement is declared invalid, void or unenforceable, the remainder of the provisions shall remain in full force and effect.
- C. This agreement constitutes the entire agreement between the Village and the A.O. This Agreement may not be modified or amended except by written agreement of the parties.

- D. The parties agree that the exclusive venue for any dispute arising out of this Agreement shall be the Twenty-Second Judicial Circuit of the State of Illinois located in McHenry County, and that the laws of the State of Illinois shall govern.
- E. This Agreement may not be transferred or assigned by A.O. to any other party without the prior written consent of the Village.
- F. The parties agree that nothing in this Agreement creates a duty for the Village to continue operating, maintaining, or making available any Village facility or property, and that should the facility and/or property for which the A.O. entered this Agreement become permanently unavailable, the Agreement shall be considered terminated. In such event, the parties shall attempt to resolve how much of any unpaid balance shall be owed to the Village, based on A.O.'s usage of the space and Village resources committed to A.O.'s usage of the space.

G. Notices shall be in writing. The parties' addresses are as follows:

Village: Village of Lake in the Hills 9010 Haligus Road  
 Lake in the Hills, IL 60156  
 Attn: Public Works Director

A.O.: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

H. The terms, covenants and conditions of this Agreement shall bind and insure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns. IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

VILLAGE OF LAKE IN THE HILLS, an Illinois Municipal Corporation

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

Its: Village President \_\_\_\_\_

Blackhawks Lacrosse, An Affiliate Organization

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

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

EXHIBIT A  
Facility Maintenance Obligations and Equipment

VILLAGE EQUIPMENT AND PERSONNEL AVAILABILITY

The following equipment is owned by the Village and available to the A.O. subject to being operated by Village personnel.

- Rototiller
- Aerator
- Over seeder
- Loader/backhoe
- Mower
- Water Wheel

The availability of this equipment is for special projects on work days only, subject to scheduling by the Village's Public Works Department. The equipment is not available for ongoing or routine maintenance. There will be no charge for work performed during the Village's normal business hours. Any requests for weekend or after hour assistance shall be at the expense of the A.O and at the discretion of the Director of Public Works or his designee.

Requests for assistance should go directly to the Director of Public Works or his designee.

USE OF VILLAGE PROPERTY FACILITIES AND IMPROVEMENTS:

1. The A.O. shall obtain the written authorization of the Village and any required permits prior to the development, construction, or improvement of Village property including, but not limited to, the installation or relocation of backstops, fencing, benches, storage/concessions facilities, scoreboard, signage, and flagpoles. All new improvements become the property of the Village and a bill of sale must be submitted to the Village once the equipment/improvement has been installed.
2. The A.O. shall be solely responsible for the cost of such improvements or relocations except for improvements that are requested or required by the Village.
3. The A.O. is responsible for any equipment, turf, or facility damage.
4. Additional agreements between the Village and the A.O. are listed below:  
None

MAINTENANCE STANDARDS

1. The Village shall provide turf maintenance including seeding, fertilizing, aerating, and mowing. The A.O. understands that maintenance is dependent upon weather conditions and contractors' schedules. Sports turf is typically mowed twice a week during peak times. Each A.O. can request a specific mowing day.
2. The A.O. shall maintain the infield and all other amenities including, but not limited to, any interior buildings, scoreboards, and similar structures in a safe condition and shall be responsible for the cleanup of litter and debris in the park or facility after each game.
3. The A.O. agrees not to apply any types of seed, fertilizer, weed-killer, or other herbicide or pesticide on Village property.

EXHIBIT B (Example)  
Code of Conduct

**Code of Conduct for Spectators of Youth Sports**

1. As spectators, we will refrain from booing or yelling at the officials at any time during a game because we are aware of the following:
  - Such behavior on our part sets a poor example of sportsmanship to our youngsters.
  - Most officials have had limited experience and formal training and do the best job they can, given these limitations.
  - If officials do make poor calls during a game, the following circumstances usually apply:
    - i. The officials don't have the same observation vantage point afforded the spectators sitting in the bleachers.
    - ii. An occasional poor call seldom affects the outcome of a game.
    - iii. The number of poor calls usually balances out for both teams.
    - iv. There are more effective channels for correcting poor officiating than verbal abuse during the contest.
    - v. We do not know how difficult it is to officiate a contest until we have "walked a mile" in the official's sneakers.
  
2. During a game, we will refrain from yelling at players on either team because we are aware of the following:
  - They are only young boys and girls, not professionals, who due to their limited age and playing experience "may" make mistakes.
  - Encouragement and praise should be made in public; constructive criticism is best made in private.
  - The coach is best equipped to analyze and correct deficiencies in skills. Our attempts to be helpful in this respect may only confuse our youngsters.
  - The "Golden Rule" applies. Treat other young players with the courtesy, respect, and consideration, that we would want other parents to show our own child.
  
3. At all games, we will refrain from being argumentative or use abusive language toward parents of the opposing team youngsters because we are aware of the following:
  - We are being judged by others on our actions and words. We will always strive to insure that the result of this judgment is a verdict of "sportsmanship."
  - We will conduct ourselves in such a courteous and restrained manner that if called upon to do so, we could line up in front of the bleachers after the game and shake hands with each of the parents of the opposing team in the same way our children are expected to do after each contest.

I have read and understand this code. I agree to abide by this code for the upcoming season.

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Parent/Guardian Signature

Date

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Parent / Guardian Printed Name

EXHIBIT C (Example)

**COACHING CONTRACT**

I understand that my responsibilities as a youth coach are of great importance and that my actions have the potential to significantly influence the young athletes I coach. Therefore, I promise to uphold the following rights of young athletes to the best of my ability.

1. Right to participate in sports.
2. Right to participate at a level commensurate with each child's maturity and ability.
3. Right to have qualified adult leadership.
4. Right to play as a child and not as an adult.
5. Right of children to share in the leadership and decision-making of their sport participation.
6. Right to participate in safe and healthy environments.
7. Right to proper preparation for participation in sports.
8. Right to an equal opportunity to strive for success.
9. Right to be treated with dignity.
10. Right to have fun in sports.

I also promise to conduct myself in accordance with the Code of Ethics for Coaches as given next.

1. I will treat each athlete, opposing coach, official, parent, and administrator with respect and dignity.
2. I will do my best to learn the fundamental skills, teaching and evaluation techniques, and strategies of my sport.
3. I will become thoroughly familiar with the rules of my sport.
4. I will become familiar with the objectives of the youth sports program with which I am affiliated. I will strive to achieve these objects and communicate them to my athletes and their parents.
5. I will uphold the authority of officials who are assigned to the contests in which I coach, and I will assist them in every way to conduct fair and impartial competitive contests.
6. I will learn the strengths and weaknesses of my athletes so that I might place them in situations where they have a maximum opportunity to achieve success.
7. I will conduct my practices and contests so that all athletes have an opportunity to improve their skill level through active participation.
8. I will communicate to my athletes and their parents the rights and responsibilities of individuals on our team.
9. I will cooperate with the administrator of our organization in the enforcement of rules and regulations, and I will report any irregularities that violate sound competitive practices.
10. I will protect the health and safety of my athletes by insisting that all of the activities under my control are conducted for their psychological and physiological welfare, rather than for the vicarious interests of adults.

With my signature, which I voluntarily affix to this contract, I acknowledge that I have read, understood and will do my best to fulfill the promises made herein.

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Sport

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Signature of Coach

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Date

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Director

EXHIBIT D (Example)  
**PLAYER'S CODE OF ETHICS\***

I hereby pledge to be positive about my youth sports experience and accept responsibility for my participation by following this Players' Code of Ethics Pledge.

I will encourage good sportsmanship from my fellow players, coaches, officials and parents at every game and practice by demonstrating good sportsmanship.

I will attend every practice and game that I can, and will notify my coach if I cannot.

I will expect to receive a fair and equal amount of playing time,

I will do my very best to listen and learn from my coaches.

I will treat my coaches, other players, officials, and fans with respect regardless of race, sex, creed, or abilities and I will expect to be treated accordingly.

I deserve to have fun during my sports experience and will alert parents or coaches if it stops being fun.

I deserve to play in an environment that is free of drugs, tobacco, and alcohol and expect adults to refrain from their use at all youth sports events.

I will encourage my parents to be involved with my team in some capacity because it's important to me.

I will do my very best in school.

I will remember that sports is an opportunity to learn and have fun.

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Player's Signature

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Date

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Player's Printed Name

\*Pledge is from the National Youth Sports Coaches Association (NYSCA)

EXHIBIT E  
Village of Lake in the Hills  
Application for Authorization to Sell/Collect Money  
On Village Property  
Affiliate Groups

Application: Submit the completed application to the Public Works Department, Village of Lake in the Hills, 9010 Haligus Road, Lake in the Hills, IL 60156; Phone (847) 960-7500. Application and any supporting documentation must be submitted to the Public Works Director at least fifteen (15) business days in advance of your proposed sale date. Once the application has been approved, we will forward you a copy which will serve as your Permit. This copy must be made available upon request during your sale dates.

Affiliate Group Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Date and Time of each Sale: \_\_\_\_\_

Types of items that will be sold: *please list below*

_____	_____	_____
_____	_____	_____
_____	_____	_____

Manner in which items will be handled and stored: (*i.e. prepared food, packages food, non-perishable food items.*)

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How will garbage, grey water, and left-over food be disposed of: *explain below:*

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Documentation Required:

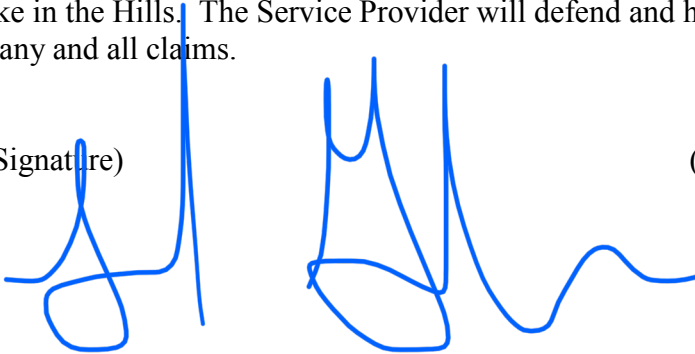
- MCDH Food Health Permit for Concessions Stand Sales
- Temporary Food Sales Permit (*under a tent, 6" above ground, commercially packaged*)
- Certificate of Insurance

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I hereby affirm that the statements made on this application are correct according to the best of my knowledge and belief. I further affirm that I am not currently in default of any financial obligation to the Village of Lake in the Hills. The Service Provider will defend and hold the Village of Lake in the Hills harmless for any and all claims.

(Applicant's Signature)



(Date)

3/24/21

APPROVAL SECTION

\_\_\_\_\_  
(Signature: Village Administrator)

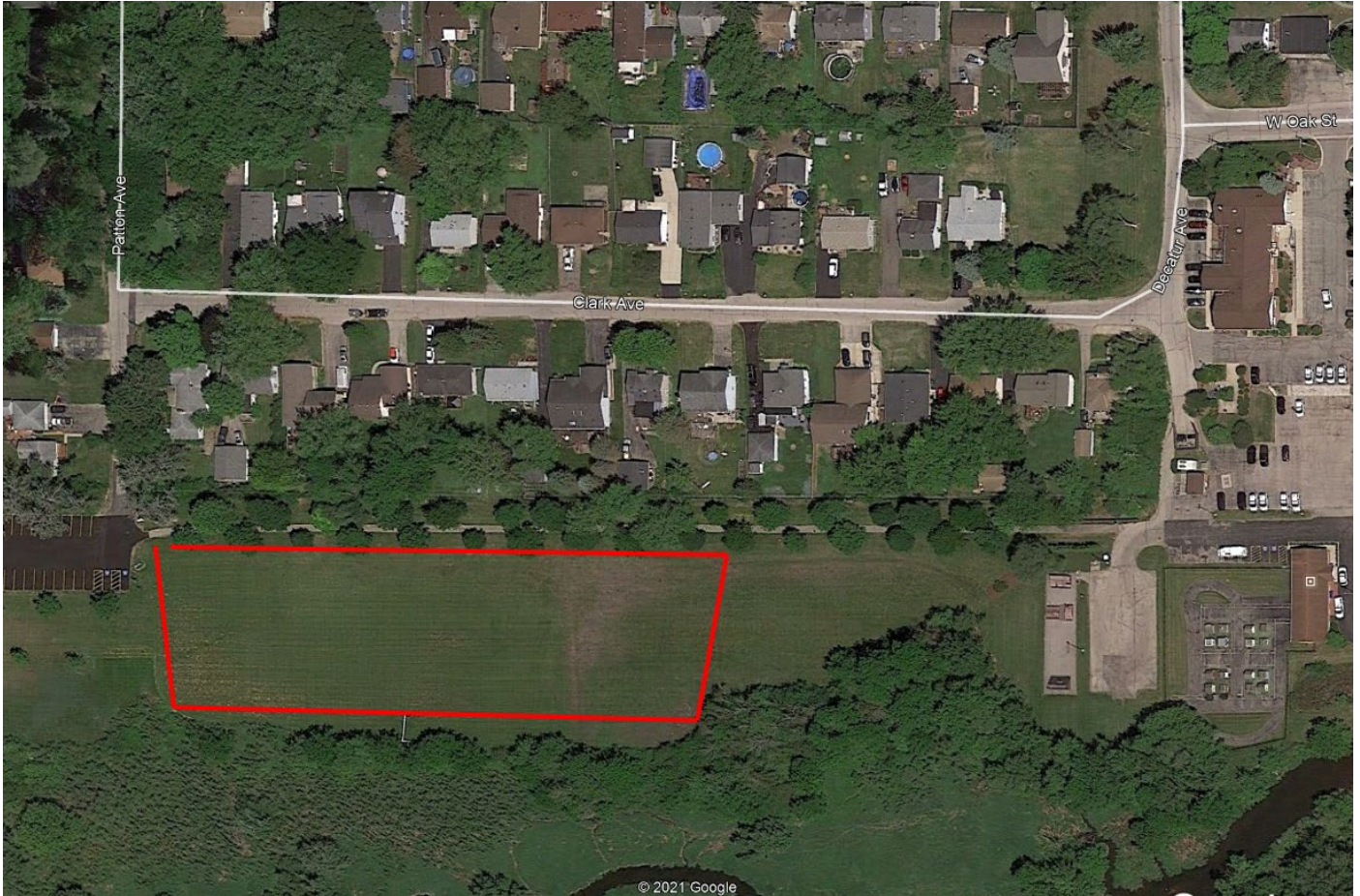
\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Signature: Designee)

\_\_\_\_\_  
(Date)

EXHIBIT E

Blackhawks Lacrosse practice location shown in red below





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** April 8, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Request to waive the competitive bidding requirements and award a contract for the Well 10 Design/Build Project.

## EXECUTIVE SUMMARY

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Staff seeks Board approval to waive competitive bidding requirements and award a contract for the Well 10 Rehabilitation Project to Concentric Integration, LLC in the amount of \$121,000.00.

In 2017, staff presented a plan for a multi-year water treatment facility upgrade project for each of the eight Village well houses. The Village completed a design/build project for Well 14 in 2018, Wells 12 and 6 in 2019 and Well 11 in 2020. The projects brought much needed control and process upgrades to the aging water treatment facilities. All projects concluded on time and within budget.

Earlier this year, staff met with representatives from Baxter & Woodman/Concentric Integration ("Concentric Integration"), the Village water resources and controls engineer to design the Well 10 improvements budgeted in FY21. Similar to the upgrades performed at Wells 14, 12, 6 and 11, the Well 10 project consists of two components; upgrading the SCADA system controls, and replacing and upgrading the mechanical valves and actuators. Concentric Integration will perform the SCADA system control upgrades and staff will procure and install the mechanical valves and actuators. The Concentric Integration portion of the project is priced at \$121,000.00. To procure the valves and actuators staff issued a Request for Proposal (RFP) last month. The RFP opening occurred on March 9, and staff sought approval to purchase the valves and actuators through a separate agenda item.

Upon approval of this project, staff will begin meeting with Concentric Integration to design and discuss the Well 16 facility upgrade project also included in the FY2021 Village Budget. A Request for Board Action will follow later in the year.

## FINANCIAL IMPACT

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The Village's 2021 budget includes \$25,000.00 for professional engineering oversight and \$250,000.00 for the electrical and mechanical componentry upgrade work for Wells 10 and 16 for a total project budget amount of \$275,000.00. If approved, the \$121,000.00 contract with Concentric Integration for the Well 10 project leaves \$110,893.00 for Concentric's work at Well 16 and \$43,107.00 for the procurement of valves and actuators for both locations.

## **ATTACHMENTS**

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1. Recommendation Memo
2. Concentric Integration Proposal
3. Capital Asset Form

## **RECOMMENDED MOTION**

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Motion to waive the competitive bidding requirement and award a contract to Concentric Integration, LLC for the SCADA system upgrade portion of the Well 10 design/build project in the amount of \$121,000.00.

# **Lake in the Hills Public Works Department**

## **MEMORANDUM**

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**To:** Tom Migatz, Public Works Director  
**From:** Ryan McDillon, Water Superintendent  
**Date:** March 2, 2021  
**Subject:** Well 10 Rehabilitation

The Village's Well 10 Treatment Plant has served the Village well for many years. Several major components are original to the facility and have become unserviceable or obsolete. The Village has collaborated with Concentric integration on Wells 14, 12, 6 and 11 on design build projects to rehab these facilities.

It is my recommendation that the Village again partner with Concentric Integration for the purposes of the Well 10 Rehabilitation project at a cost of \$121,000 for design and construction oversight.



## Project Proposal

February 18, 2021

Mr. Tom Migatz  
Director of Public Works  
Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills, IL 60156

**Subject: Well 10 Water Treatment Plant Rehabilitation**

Concentric Project Number: 201364.50

Dear Mr. Migatz:

The Village's Well 10 Water Treatment Plant (WTP) has served the Village well for years, but has several older, unserviceable, and obsolete items that all need to be repaired/replaced. The 480-volt motor control center (MCC) is reaching the end of its serviceable life and presents an inherent risk to safety due to its age. Additionally, other equipment at the treatment plant, such as the valves and flow meter, are similarly approaching the end of their useful life. The cost of servicing this equipment and/or obtaining obsolete parts puts an additional burden on the Village's operators to maintain and operate the WTP.

Additionally, the devices at the WTP that are responsible for running the plant (the Programmable Logic Controllers, or PLCs), are in the "active mature" phase as defined by the manufacturer, where replacement parts are very expensive and are recommended to be replaced.

The Village could elect to complete a traditional design-bid-build project for the improvements, but there is not a lot of detailed design that needs to be completed, and a project less than a million dollars would not likely bring the type of competition required to get competitive pricing. Also, the overhead of a general contractor is not necessarily required for the small, relatively simple work that needs to be accomplished at the WTP. For these reasons, Concentric Integration and Baxter & Woodman are recommending the Village consider a Design/Build project where Concentric would coordinate design completion, procurement of sub-contracted trades, and completing all the small projects under a single coordinated project for the Village. Following is our detailed scope of services to complete the Well 10 WTP rehabilitation under a cost-effective Design/Build process.

### Scope of Services

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#### Project/Program Management

1. Plan, schedule, and coordinate the activities that must be performed to complete the Project.
2. Coordinate meetings with Village staff as required throughout the life of the project.





### Electrical Scope of Work

1. Replace the existing 480-volt MCC with a panel distribution system, which includes the following work:
  - a. Remove the existing MCC.
  - b. Install the following equipment to replace the function of the MCC:
    - i. Automatic transfer switch.
    - ii. 480-volt power distribution panel.
    - iii. Well No. 10 Pump soft starter.
    - iv. Combination motor starters for the blower and Chlorine Booster Pumps No. 1 and No. 2.
  - c. Connect to the two (2) existing transformers.
2. Provide power and control wiring as required to incorporate the new electrical equipment.
3. Provide power wiring between the new flow meter and the SCP panel.
4. Provide power monitoring capability using the starters for the well pump and the blower for the following features (note that this data will not be integrated with SCADA at this time, but will be available for future integration):
  - a. Phase currents, phase voltages, and instantaneous power (kW).
5. Provide network connections to the SCADA panel for the following items:
  - a. Automatic transfer switch (2 connections).
  - b. Well No. 10 Pump.
  - c. Blower.
  - d. Chlorine Booster Pump No. 1.
  - e. Chlorine Booster Pump No. 2.
6. Modify pre-chlorination solenoid valve to be normally closed (energize to open).
7. Water Treatment Plant outage is expected to take three weeks for installation barring any utility conflicts. No temporary power provisions are made to maintain normal well operation during this time.
8. Coordinate with ComEd Utility for de-energizing service as required for electrical work.
  - a. Provide temporary power to maintain low voltage equipment such as unit heaters.

### Instrumentation

1. Furnish one (1) magnetic flow meter to replace the existing propeller meter:
  - a. 8" Raw Water Flow Siemens Mag Meter with Integral Transmitter.







2. Integrate the flow meter into SCADA.
3. Power data integration is not included in the scope of work.

#### Replace Existing PLCs and OITs

1. Replace the existing Filter Control Panel (FCP) and Supervisory Control Panel (SCP) SLC-Series Programmable Logic Controllers (PLCs) with Allen-Bradley CompactLogix Series PLCs. Provide input/output cards to accommodate all existing inputs/outputs. Migrate PLC programs from existing SLC series PLCs to the new CompactLogix PLCs. Provide new Ethernet switch in the SCP. Route new Ethernet cable from the SCP to the FCP through existing conduit between the control cabinets.
2. Remove door-mounted operator devices from the FCP and install door cover plates to cover holes in the door.
3. Replace the existing PanelView from the SCP with new PanelView Plus. Migrate existing program and load into new PanelView Plus. Add additional screens on the PanelView to replace the door-mounted operator switch functions on the FCP.
  - a. Operator Interface font improvements are not included in the scope of work.
4. Replace existing 24VDC power supplies in the SCP.

## Concentric Assumptions / Customer Responsibilities

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1. Customer will provide site access for installation, programming, and startup during Customer's normal business hours. Work outside of Customer's normal business hours can be agreed upon as needed, provided Concentric can secure the site(s) upon departure.
2. Customer understands that all existing equipment to remain is assumed to be in good, working order. In the event that any other equipment does not perform as-expected, Concentric will work with the Customer to repair, as-needed, under a separate contract.
3. Customer will dispose of/recycle any removed equipment.
4. Customer will procure and install new valves and actuators related to the water treatment plant.
5. Customer will perform the mechanical work for the installation for the 8" Raw Water Flow Siemens Mag Meter with Integral Transmitter.

## Project Schedule

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Our estimated project schedule will be agreed upon at the project kickoff meeting.







## Warranty

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The warranty listed in the Standard Terms and Conditions (Paragraph 12.2):

- DOES apply
- DOES NOT apply

## Fee

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Our fee for the above base scope is a Lump Sum of \$121,000.

This proposal is valid for 90 days from the date issued.

## Standard Terms and Conditions References

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**Effective Date:** The Effective Date of this Proposal and the associated Standard Terms and Conditions shall be the date this Proposal is accepted as shown by Customer's dated signature below.

**Third Party Materials** (See Standard Terms and Conditions Paragraphs 3.2 & 8.3):

- DOES apply
- DOES NOT apply

**Notices:** Notices required to be provided to Customer in accordance with Paragraph 16.3 of the Standard Terms and Conditions shall be delivered to the individual and address given above, unless Customer provides updated notification information to Concentric in writing

## Standard Terms and Conditions

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Concentric Integration, LLC's Standard Terms and Conditions, Version 10 (V10), with minor modifications as requested by Lake in the Hills, are attached below.





## Acceptance

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If this proposal is acceptable, please sign one copy and return it to us. Feel free to contact me if you have any questions.

Sincerely,

CONCENTRIC INTEGRATION, LLC

A handwritten signature in black ink that reads "Michael D. Klein".

Michael D. Klein, PE  
President  
MDK

CUSTOMER:  
VILLAGE OF LAKE IN THE HILLS

ACCEPTED BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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## STANDARD TERMS AND CONDITIONS v10

THESE STANDARD TERMS AND CONDITIONS APPLY TO ALL PRODUCTS AND SERVICES WHICH MAY BE PROVIDED BY CONCENTRIC INTEGRATION, LLC ("CONSULTANT"). A WRITTEN PROPOSAL, SUPPORT SERVICES AGREEMENT, WORK ORDER, OR OTHER DOCUMENT THAT REFERENCES THESE STANDARD TERMS AND CONDITIONS IS REFERRED TO AS A "SIGNED ACCEPTANCE DOCUMENT." BY EXECUTING ANY SIGNED ACCEPTANCE DOCUMENT, YOU AGREE TO BE BOUND BY THESE STANDARD TERMS AND CONDITIONS. THE SIGNED ACCEPTANCE DOCUMENT AND THESE STANDARD TERMS AND CONDITIONS COLLECTIVELY CONSTITUTE THE "AGREEMENT".

### 1. Definitions.

"**Affiliate**" of a Person means any other Person that directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with, such Person. The term "control" (including the terms "controlled by" and "under common control with") means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person through the ownership of voting securities, by contract or otherwise/ownership of more than fifty percent (50%) of the voting securities of a Person.

"**Business Day**" means a day other than a Saturday, Sunday, or other day on which federal banks are authorized or required by Law to be closed for business.

"**Core System**" means the information technology, system, and infrastructure, including computers, software, hardware, databases, electronic systems, and networks on or with which the System is intended to be built and operate, as set forth in the Signed Acceptance Document.

"**Customer**" means the customer as identified on the Signed Acceptance Document.

"**Customer Materials**" means the specific documents and materials, including specifications, software, hardware, systems, and technologies, that are provided or made available to Consultant or any of its Subcontractors by or on behalf of Customer in connection with this Agreement.

"**Deliverables**" means the System, including any and all Consultant Software, Consultant Hardware, Specifications, Documentation, Third-Party Materials, and other subject matter that Consultant (a) actually provides to Customer in connection with this Agreement or (b) is required to provide to Customer under this Agreement as identified in the Signed Acceptance Document.

"**Designated Site(s)**" means the Customer facility or facilities identified in the Signed Acceptance Document.

"**Documentation**" means any and all user manuals, operating manuals, and instructions, specifications, together with other documents and materials that may be specifically identified in the Signed Acceptance Document that Consultant provides or makes available to Customer in any medium and which describe the operation, use, support, or maintenance of the System.

"**Effective Date**" means the date on which Customer executes the Signed Acceptance Document.

"**Consultant Hardware**" means any computer or other equipment or device that is proprietary to Consultant and provided to Customer hereunder.

"**Consultant Materials**" means the Signed Acceptance Document, the Consultant Hardware, and all other Deliverables other than Third-Party Materials, and any and all information, code, custom developed applications, data, documents, drawings, materials, inventions, technologies, ideas, concepts, processes, methodologies, know-how, works, and other subject matter, including all software, hardware, systems, methods, processes, and devices, and all specifications, descriptions, requirements, plans, and reports, that Consultant or any of its Subcontractors conceives, discovers, designs, develops, reduces to practice, prepares, makes, modifies, improves or, other than Customer Materials and Third-Party Materials, uses, exclusively or nonexclusively in connection with the Services or this Agreement.

"**Consultant Personnel**" means all individuals involved in the performance of Services as employees or independent contractors of Consultant or any Subcontractor.



"**Consultant Software**" means any and all software (including any software interface or code) that is proprietary to Consultant and provided to Customer hereunder, whether (a) without modification, (b) modified by Consultant under this Agreement, or (c) developed by Consultant specifically for Customer.

"**Intellectual Property Rights**" means all or any of the following: (a) patents, patent disclosures, and inventions (whether patentable or not); (b) trademarks, service marks, trade dress, trade names, logos, corporate names, and domain names, together with all of the goodwill associated therewith; (c) copyrights and copyrightable works (including computer programs), mask works, and rights in data and databases; (d) trade secrets, know-how, and other confidential information; and (e) all other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection.

"**Law**" means any statute, law, ordinance, regulation, rule, code, order, constitution, treaty, common law, judgment, decree, or other requirement of any federal, state, local, or foreign government or political subdivision thereof, or any arbitrator, court, or tribunal of competent jurisdiction.

"**Losses**" means any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees and other costs and fees incurred in enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers.

"**Permitted Use**" means use only by and for the benefit of Customer and solely for or in the ordinary course of Customer's internal business operations.

"**Person**" means an individual, corporation, partnership, joint venture, limited liability entity, governmental authority, unincorporated organization, trust, association, or other entity.

"**Representatives**" means, with respect to a party, that party's and its Affiliates' employees, officers, directors, consultants, agents, independent contractors, service providers, sublicensees, subcontractors, and legal advisors.

"**Specifications**" means the Scope of Services for the System as described in the Signed Acceptance Document.

"**System**" means the integrated information technology system to be designed, developed, and provided by Consultant to Customer pursuant to this Agreement.

"**Third-Party Materials**" means materials and information, in any form or medium, including any software (including open source software), applications, documents, data, content, specifications, products, hardware or equipment, technology, or components of or relating to the System, in any form or media in which any person or entity other than Consultant owns an interest.

## 2. Engagement of Consultant; General Service Obligations.

2.1 Engagement of Consultant. Customer hereby engages Consultant, and Consultant hereby accepts such engagement, to provide the Deliverables and perform the system integration and other professional services related thereto as further described in the Signed Acceptance Document (collectively, the "**Services**") in accordance with the Agreement.

2.2 Project Management. Each party shall, throughout the Term of the Agreement, maintain within its organization a project manager to serve as such party's primary point of contact for day-to-day communications, consultation, and decision-making regarding the Services. Each such project manager shall be responsible for providing all day-to-day consents and approvals on behalf of such party under this Agreement. Each party shall ensure its project manager has the requisite organizational authority, skill, experience, and other qualifications to perform in such capacity. If either party's project manager ceases to be employed by such party or such party otherwise wishes to replace its project manager, such party shall promptly name a new project manager by written notice to the other party.

2.3 Changes. Either party may, at any time during the Term of the Agreement, request in writing changes to the Services. The parties shall evaluate and, if agreed, implement all such changes in accordance with a written change order ("Change Order"). In the event that such changes cause an increase in Consultant's fee or time required for performance of any Services, whether or not reflected in any Change Order, an equitable adjustment shall be made and this Agreement shall be modified in writing accordingly. Consultant, in its sole and absolute discretion, may withhold the provision or delivery of any Service or Deliverable for which additional compensation will be charged until its receipt of a Change Order and



written authorization from Customer. No changes will be effective unless and until memorialized in a written Change Order signed by both parties.

2.4 Subcontractors. Consultant may from time to time in its discretion engage third parties to perform the Services (each, a "**Subcontractor**").

3. Services.

3.1 Services Provided. Consultant will provide to Customer the Services described in the Signed Acceptance Document in accordance with the Agreement. Consultant will use commercially reasonable efforts to meet any performance dates specified in the Signed Acceptance Document, and any such dates are estimates only.

3.2 Third-Party Materials. The System may include or operate in conjunction with Third-Party Materials. If Third-Party Materials are included in or required for use with any of the Deliverables, Consultant will indicate this in the Signed Acceptance Document, or in a subsequent written notice given in accordance with Section 16.3 below, and provide a list of such Third-Party Materials upon request. All Third-Party Materials are provided pursuant to the terms and conditions of the applicable third-party license agreement. Customer shall comply with all such third-party license agreements for which Consultant provides a copy or link, as well as any applicable third-party license agreements which are posted in the "3<sup>rd</sup> Party Terms" document at [www.goconcentric.com/standard-terms](http://www.goconcentric.com/standard-terms).

4. Customer Obligations.

4.1 Customer Resources and Cooperation. Customer shall timely provide such cooperation and assistance as Consultant reasonably requests to enable Consultant to perform the Services in accordance with the Signed Acceptance Document, including any applicable performance dates set forth therein. Without limitation of the foregoing, Customer shall timely:

- (a) perform all obligations identified as customer responsibilities in the Signed Acceptance Document;
- (b) provide the Customer Materials and all such other resources as may be specified in the Signed Acceptance Document;
- (c) provide Consultant Personnel with safe access to Customer's premises, the Core System and suitably qualified personnel;
- (d) ensure the Core System is set up and in working order to allow Consultant to perform the Services and deliver and, where applicable, install each Deliverable in accordance with the Signed Acceptance Document;
- (e) participate through suitably qualified and authorized Customer personnel in such meetings as may be scheduled by either party on at least ten (10) days' prior notice; and
- (f) provide all consents, approvals, notices and other communications as required under this Agreement and, where applicable, as specified in the Signed Acceptance Document.

4.2 Effect of Customer Failure or Delay. Consultant is not responsible or liable for any late delivery or delay or failure of performance caused in whole or in part by Customer's delay in performing, or failure to perform, any of its obligations under this Agreement. In the event of any such delay or failure, Consultant may, in its sole discretion and by written notice to Customer, extend all such performance dates as Consultant deems reasonably necessary and, where applicable, amend the Signed Acceptance Document to reflect such extensions. The foregoing is in addition to, and not in lieu of, all other remedies Consultant may have for any such failure or delay by Customer.

4.3 Non-Solicitation. During the Term of the Agreement and for one (1) year after, Customer shall not, and shall not assist any other Person to, directly or indirectly, recruit or solicit for employment (or engagement as an independent contractor) any Person then or within the prior twelve (12) months employed by Consultant. In the event of a violation of this Section 4.3, Consultant will be entitled to liquidated damages equal to the compensation paid by Consultant to the applicable employee during the prior twelve (12) months.

5. Delivery; Testing and Acceptance.



5.1 Delivery. Consultant will deliver or cause to be delivered or made available to Customer each Deliverable in accordance with the Signed Acceptance Document. Except as otherwise expressly set forth in the Signed Acceptance Document, Consultant will deliver Consultant Software in binary code (object code) only. Customer acknowledges and agrees that Customer has no right or license under this Agreement to receive the source code for any Consultant Software.

5.2 Review and Acceptance. Acceptance of the Deliverables or System will be conducted as follows:

(a) Following delivery of any Deliverables provided for in a Signed Acceptance Document (including where applicable installation of the System), Customer will have fourteen (14) calendar days (the "**Review Period**") to thoroughly inspect and review the Deliverables and/or System and confirm that the Services have been completed in accordance with the Signed Acceptance Document (the "**Project Acceptance Review**"). Consultant has the right to observe or participate in all or any part of the Project Acceptance Review.

(b) Promptly upon the completion of the Project Acceptance Review, Customer shall notify Consultant in writing of its acceptance or, solely if the Project Acceptance Review identifies any material failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation (each, a "**Nonconformity**"), rejection of the Deliverables or System. Customer shall not unreasonably withhold its acceptance and shall include in any rejection notice a reasonably detailed description of the Project Acceptance Review conducted, the results thereof and each identified Nonconformity. The Deliverables or System will be deemed accepted by Customer upon the expiration of the Review Period if Customer has not delivered a notice accepting or rejecting the Deliverables or System prior to such expiration.

(c) Subject to Section 5.2(d), following receipt of a rejection notice, Consultant shall use commercially reasonable efforts to remedy the Nonconformities reported by Customer. Customer shall, at no charge to Consultant, provide all such cooperation and assistance as Consultant may reasonably request to assist Consultant's efforts to remedy Nonconformities. Upon Consultant's notice of its correction of the reported Nonconformities, Customer shall have an additional Review Period to conduct Project Acceptance Reviews to determine whether such Nonconformities have been remedied.

(d) The parties shall repeat the process set forth in Section 5.2(a) through Section 5.2(b) until Customer has accepted the Deliverables or System as set forth in Section 5.2(b), provided, however, if Customer issues more than three (3) rejection notices: (i) Customer may accept the Deliverables or System as nonconforming, in which case the parties agree to mutually negotiate any appropriate reduction in Fees to reflect the impact of the Nonconformities; or (ii) if Customer does not accept the System as nonconforming, either party may terminate this Agreement in accordance with Section 11.2(c) below.

(e) Consultant has the right to dispute, in good faith, Customer's rejection or qualified acceptance of the Deliverables or System by providing written notice to Customer of such dispute within fourteen (14) calendar days after Consultant's receipt of Customer's written notice of such rejection or qualified acceptance, as applicable. Consultant shall specify in the notice of dispute the basis of the dispute in sufficient detail to facilitate investigation by Customer and resolution by the parties. The parties shall first attempt in good faith to promptly resolve the dispute by negotiation and consultation between themselves. If the dispute is not resolved on an informal basis within ten (10) calendar days after Consultant's notice thereof, the parties shall seek to resolve the dispute pursuant to Section 11.5. Pending the resolution of such dispute, Consultant will have no obligation to correct any alleged Nonconformity or repair or replace any Deliverables.

This Section 5.2 sets forth Consultant's sole obligations and Customer's exclusive remedies for any failure of the Deliverables or System to conform to the Specifications or perform in accordance with the Documentation.

6. Maintenance and Support. During the Warranty Period, Consultant will provide to Customer System maintenance and support services as part of the Services and without additional charge.

7. Fees; Payment Terms.

7.1 Fees. Customer shall pay to Consultant the fees set forth in the Specification and Signed Acceptance Document ("**Fees**").





7.2 Time and Materials. Where the Services are provided on a time and materials basis:

(a) the Fees payable for the Services shall be calculated in accordance with Consultant's hourly fee rates for the Consultant Personnel set forth in the Specification and Signed Acceptance Document; and

(b) Consultant will issue invoices to Customer monthly in arrears for its Fees for time for the immediately preceding month, calculated as provided in this Section 7.2, together with a breakdown of any Reimbursable Expenses incurred during that period.

7.3 Fixed Price. Where Services are provided for a fixed price, the total Fees for the Services shall be the amount set out in the Specification and Signed Acceptance Document. The total Fees shall be paid to Consultant in installments as set out in the Specification and Signed Acceptance Document together with Customer's payment of any Reimbursable Expenses incurred by Consultant during the installment period. At the end of a period for which an installment is due under the Specification and Signed Acceptance Document, Consultant will issue invoices to Customer for the Fees and Reimbursable Expenses that are then payable for that period.

~~7.4 Reimbursable Expenses. Customer shall reimburse Consultant for all travel and out-of-pocket expenses incurred by Consultant in connection with performing the Services ("**Reimbursable Expenses**").~~

7.5 Fee Increases. The parties agree that for Services provided on a time and materials basis, Consultant may increase its standard fee rates specified in the Specification and Signed Acceptance Document upon ninety (90) days prior written notice to Customer.

7.6 Payment Terms. Customer shall pay all Fees and Reimbursable Expenses on or prior to the due date therefor set forth in the Specification and Signed Acceptance Document or, where the Specification and Signed Acceptance Document does not specify such date, within thirty (30) days after the date of Consultant's invoice therefor. Customer shall make payments to the address or account specified in the Specification and Signed Acceptance Document or such other address or account as is specified by Consultant in writing from time to time.

7.7 Late Payment. If Customer fails to make any payment when due then, in addition to all other remedies that may be available:

(a) Consultant may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable Law;

(b) Customer shall reimburse Consultant for all costs incurred by Consultant in collecting any late payments or interest, including attorneys' fees, court costs and collection agency fees; and

(c) if such failure continues for ten (10) calendar days following written notice thereof, Consultant may suspend performance of the Services until all past due amounts and interest thereon have been paid, without incurring any obligation or liability to Customer or any other Person by reason of such suspension. When such default is cured by Customer, the amount to be paid for the scope of work will be equitably increased to account for Consultant's damages arising from such suspension (including without limitation demobilization and remobilization expenses and increased costs of performance) and the time for Consultant to complete the scope of work will be equitably extended to account for such suspension.

7.8 Taxes. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use and excise taxes, and any other similar taxes, duties and charges of any kind imposed by any federal, state or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Consultant's income.

7.9 No Deduction or Setoff. Customer shall pay all amounts due under this Agreement without setoff, deduction, recoupment or withholding of any kind for amounts owed or payable by Consultant whether under this Agreement, applicable Law or otherwise and whether relating to Consultant's breach, bankruptcy or otherwise.

7.10 Prompt Payment Laws. In the event of a conflict between the provisions of this Section 7 and any applicable "prompt payment" laws or regulations within the State of Illinois, including without limitation the Local Government Prompt Payment Act, 50 ILCA 505/1 and the Contractor Prompt Payment Act, 815 ILCS 603/1 (collectively the "Illinois Prompt



Payment Laws”), the provisions of the Prompt Payment Laws shall control. Consultant shall have all remedies that may be available at law, in equity, or otherwise with respect to Customer’s payment obligations hereunder and pursuant to the Illinois Prompt Payment Laws.

8. Intellectual Property Rights. The following provisions shall govern all Intellectual Property Rights which may arise in the course of performing this Agreement.

8.1 Consultant Materials. All right, title, and interest in and to (a) the Consultant Materials and (b) all works, inventions and other subject matter incorporating, based on or derived from any Consultant Materials, including all customizations, enhancements, improvements and other modifications thereof (collectively, "**Derivatives**"), in each case (subclause (a) and subclause (b)) by whomsoever made and including all Intellectual Property Rights therein, are and will remain, as appropriate, with Consultant. Customer has no right or license with respect to any Consultant Materials or Derivatives except as expressly licensed under Section 9.1, in each case subject to Section 9.2. Consultant expressly reserves all other rights in and to the Consultant Materials and Derivatives. If Customer permits any third party to access or modify the Consultant Materials, Customer must do so pursuant to a written agreement that: (i) prohibits such third party from using, disclosing or distributing the Consultant Materials for any purpose other than as reasonably necessary to facilitate Customer’s internal use of the Deliverables provided hereunder; and (ii) prohibits such third party from removing, obscuring or altering any legal notices or copyright management information included in or upon the Consultant Materials; and (iii) states that such third party shall not disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Consultant Materials. Customer acknowledges that permitting a third party to modify the Consultant Materials shall void the warranty set forth in Section 12 below.

8.2 Customer Materials. As between the parties, Customer is and will remain the sole and exclusive owner of all right, title, and interest in and to the Customer Materials, including all Intellectual Property Rights therein, subject only to the license granted under Section 9.3. Customer expressly reserve all other rights in and to the Customer Materials.

8.3 Third-Party Materials. All right, title, and interest in and to the Third-Party Materials, including all Intellectual Property Rights therein, are and will remain with their respective third-party rights holders subject to the terms and conditions of the applicable third-party license agreements. Customer has no right or license with respect to any Third-Party Materials except as expressly licensed under such third-party license agreements.

(a) Reseller Products. In some cases, Consultant or its affiliated entities will act as a reseller of Third-Party Materials, which are referred to as “Reseller Products” for convenience. Customer acknowledges that Consultant may receive compensation in the form of a commission or profit share in connection with Reseller Products. All Reseller Products are warranted solely by the original manufacturer’s warranty. Customer will be deemed to contract directly with the licensor or seller of any Reseller Products, and will be directly responsible for complying with any license, end user license agreement, or other terms and conditions associated with Reseller Products.

(b) Licensed Embedded Products. “Licensed Embedded Products” means any software component that is provided by Consultant from a licensed development platform utilized by Consultant. Regarding all Licensed Embedded Products, Customer will be deemed an authorized end user, and Consultant grants Customer a royalty-free, fully paid-up, non-exclusive right and license to use and execute the Licensed Embedded Products as part of the Consultant Materials and Deliverables provided hereunder or in the future. With respect to all Licensed Embedded Products, Customer agrees: (i) Customer is prohibited from distribution of the Licensed Embedded Products; (ii) all Licensed Embedded Products are warranted solely by the original manufacturer’s warranty; (iii) any and all liability of Licensed Embedded Product licensors and suppliers shall be limited to the maximum extent permitted by applicable law; and (iv) Customer may not attempt to disassemble, decompile or “unlock”, decode or otherwise reverse translate or engineer, or attempt in any manner to reconstruct or discover any source code or underlying algorithms of the Licensed Embedded Products. Customer agrees to review and comply with any other terms and conditions associated with Licensed Embedded Products which are posted from time to time in the “3<sup>rd</sup> Party Terms” document at [www.goconcentric.com/standard-terms](http://www.goconcentric.com/standard-terms).

(c) Open Source Products. “Open Source Products” means any software component that is subject to any open-source copyright license agreement, including any GNU General Public License or GNU Library or Lesser Public License,





or other license agreement that substantially conforms to the Open Source Definition as prescribed by the Open Source Initiative or otherwise may require disclosure or licensing to any third party of any source code with which such software component is used or compiled. Consultant will identify any Open Source Products which are incorporated into the Consultant Materials and post or link to the applicable license agreement associated with any such Open Source Products on its website. Customer acknowledges that it has access to such information and a duty to read and comply with the applicable license agreements.

(d) No Third-Party Materials Representations or Warranties. Customer's remedies with respect to all Third-Party Materials will be limited to whatever recourse may be available against the applicable licensor thereof. Without limiting the generality of the foregoing, wherever Consultant may agree to provide configuration, installation, or deployment services relating to any Third-Party Materials, any warranties of Consultant relate to and are applicable to Consultant's Services only, not to Third-Party Materials. CONSULTANT MAKES NO REPRESENTATIONS, EXPRESS, IMPLIED OR OTHERWISE, REGARDING ANY THIRD-PARTY MATERIALS. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT ITS USE OF THIRD-PARTY MATERIALS IS AT CUSTOMER'S SOLE RISK AND THAT THIRD-PARTY MATERIALS ARE RECOMMENDED BY CONSULTANT "AS IS" AND WITHOUT WARRANTY OF ANY KIND FROM CONSULTANT INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

## 9. Licenses.

9.1 Consultant License. Subject to and conditioned upon Customer's payment of the Fees and compliance with Section 9.2 and all other applicable provisions of this Agreement, Consultant hereby grants to Customer a fully paid-up and royalty-free, non-transferable, non-sublicensable license exercisable in perpetuity, solely: (a) to install, operate, and use the System (including Consultant Software in object code only) for the Permitted Use in the Core System at the Designated Site(s) in accordance with the Documentation; and (b) to use the Documentation and other Deliverables in connection therewith.

9.2 Consultant License Restrictions. Customer shall not, and shall not permit any other Person to, access or use any Consultant Materials except as expressly permitted by this Agreement. For purposes of clarity and without limiting the generality of the foregoing, with respect to all Consultant Materials, Customer shall not, except as this Agreement expressly permits:

- (a) copy, modify or create derivative works or improvements of the Consultant Materials;
- (b) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer or otherwise make available the Consultant Materials to any other Person, including through or in connection with any time-sharing, service bureau, software as a service, cloud or other technology or service;
- (c) reverse engineer, disassemble, decompile, decode or otherwise attempt to derive or gain access to the source code of the Consultant Materials or any part thereof;
- (d) remove, delete, alter or obscure any trademarks or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Consultant Materials, including any copy thereof;
- (e) use any Consultant Materials in a manner or for any purpose that infringes, misappropriates, or otherwise violates any Law or Intellectual Property Right;
- (f) use the Consultant Materials for purposes of competitive analysis of the System, the development of a competing system, product or service, or any other purpose that is to Consultant's commercial disadvantage;
- (g) use any Consultant Materials in, or in association with, the design, construction, maintenance or operation of any hazardous environments, systems, or applications; or,
- (h) otherwise use the Consultant Materials beyond the scope of the license granted under Section 9.1.

9.3 Customer Materials License. Customer hereby grants to Consultant a fully paid-up and royalty-free, non-exclusive right and license to use, reproduce, perform, display, distribute, modify, and create derivative works and improvements of the Customer Materials to perform the Services or to further develop and improve the Consultant Materials



as necessary or desirable to perform the Services. This license commences upon Customer's first delivery of Customer Materials to Consultant and is irrevocable and perpetual.

## 10. Confidentiality.

10.1 Confidential Information. In connection with this Agreement, each party (as the "**Disclosing Party**") may disclose or make available Confidential Information to the other party (as the "**Receiving Party**"). Subject to Section 10.2, "**Confidential Information**" means information in any form or medium (whether oral, written, electronic, or other) that the Disclosing Party considers confidential or proprietary, including information consisting of or relating to the Disclosing Party's technology, trade secrets, know-how, business operations, plans, strategies, customers, and pricing, and information with respect to which the Disclosing Party has contractual or other confidentiality obligations, whether or not marked, designated or otherwise identified as "confidential". Without limiting the foregoing, the Consultant Materials are the Confidential Information of Consultant.

10.2 Exclusions. Confidential Information does not include information that: (a) was rightfully known to the Receiving Party without restriction on use or disclosure prior to such information's being disclosed or made available to the Receiving Party in connection with this Agreement; (b) was or becomes generally known by the public other than by the Receiving Party's or any of its Representatives' noncompliance with this Agreement; (c) was or is received by the Receiving Party on a non-confidential basis from a third party that was not or is not, at the time of such receipt, under any obligation to maintain its confidentiality; or (d) the Receiving Party can demonstrate by written or other documentary records was or is independently developed by the Receiving Party without reference to or use of any Confidential Information.

10.3 Protection of Confidential Information. As a condition to being provided with any disclosure of or access to Confidential Information, the Receiving Party shall:

(a) not access or use Confidential Information other than as necessary to exercise its rights or perform its obligations under and in accordance with this Agreement;

(b) except as may be permitted by and subject to its compliance with Section 10.4, not disclose or permit access to Confidential Information other than to its Representatives who: (i) need to know such Confidential Information for purposes of the Receiving Party's exercise of its rights or performance of its obligations under and in accordance with this Agreement; (ii) have been informed of the confidential nature of the Confidential Information and the Receiving Party's obligations under this Section 10.3; and (iii) are bound by written confidentiality and restricted use obligations at least as protective of the Confidential Information as set forth in this Section 10.3.

(c) safeguard the Confidential Information from unauthorized use, access or disclosure using at least the degree of care it uses to protect its most sensitive information and in no event less than a reasonable degree of care; and

(d) ensure its Representatives' compliance, and be responsible and liable for any of its Representatives' noncompliance, with this Section 10.

10.4 Compelled Disclosures. If the Receiving Party or any of its Representatives is compelled by applicable Law to disclose any Confidential Information then, to the extent permitted by applicable Law, the Receiving Party shall: (a) promptly, and prior to such disclosure, notify the Disclosing Party in writing of such requirement so that the Disclosing Party can seek a protective order or other remedy, or waive its rights under Section 10.3; and (b) provide reasonable assistance to the Disclosing Party in opposing such disclosure or seeking a protective order or other limitations on disclosure. If the Disclosing Party waives compliance or, after providing the notice and assistance required under this Section 10.4, the Receiving Party remains required by Law to disclose any Confidential Information, the Receiving Party shall disclose only that portion of the Confidential Information that the Receiving Party is legally required to disclose.

## 11. Term and Termination.

11.1 Term. The term of this Agreement commences as of the Effective Date and, unless terminated earlier pursuant to any of the Agreement's express provisions, will continue in effect until the parties have performed their obligations under the Signed Acceptance Document ("**Term**").

11.2 Termination. In addition to any other express termination right set forth elsewhere in this Agreement:



(a) Consultant may terminate this Agreement, effective on written notice to Customer, if: (i) Customer fails to pay any amount when due hereunder, and such failure continues more than ten (10) calendar days after Consultant's delivery of written notice thereof; (ii) there have been three (3) or more such payment failures in the preceding twelve (12) month period, regardless of whether any such failures were timely cured; or (iii) Customer breaches any of its obligations under Section 9.2 (License Restrictions) or Section 10 (Confidentiality).

(b) Either party may terminate this Agreement effective on written notice to the other party if the other party materially breaches this Agreement through no fault of the terminating party, and such breach: (i) is incapable of cure; or (ii) being capable of cure, remains uncured thirty (30) calendar days after the non-breaching party provides the breaching party with written notice of such breach.

(c) If the System cannot be installed and made fully operational, and either party reasonably determines that the System cannot be made to function properly, such party may terminate this Agreement upon written notice to the other party. In the event of such termination, all Fees accrued through the date of termination shall be due upon such termination.

(d) Either party may terminate this Agreement, effective immediately, if the other party: (i) is dissolved or liquidated or takes any corporate action for such purpose; (ii) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (iii) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency Law; (iv) makes or seeks to make a general assignment for the benefit of its creditors; or (v) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

**11.3 Effect of Termination Pursuant to Section 11.2.** Upon any expiration or termination of this Agreement:

(a) Consultant shall immediately cease all use of and within five (5) days deliver to Customer, or, if return is impractical, shall destroy, all documents and tangible materials containing, reflecting, incorporating or based on the Customer Materials or Customer's Confidential Information; provided, however, that Consultant may retain one archival copy of the Customer Materials and Customer's Confidential Information to the extent Consultant requires or will require such Customer Materials or Confidential Information to meet its internal recordkeeping requirements or perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(b) Customer shall (i) immediately cease all use of and within five (5) days deliver to Consultant, or at Consultant's written request destroy, all documents and tangible materials containing, reflecting, incorporating, or based on the Consultant Materials or Consultant's other Confidential Information; and (ii) permanently erase the Consultant Materials and Consultant's other Confidential Information from its computer systems, except, in each case, to the extent that Customer requires or will require such Consultant Materials or Consultant's Confidential Information to perform any of its obligations or exercise any of its rights or licenses under any surviving provisions of this Agreement.

(c) If Customer terminates this Agreement pursuant to Sections 11.2(b) or (c), Customer will be relieved of any obligation to pay any Fees hereunder for Services and Deliverables that Consultant has not provided as of the effective date of termination and Consultant will refund to Customer Fees paid in advance for such Services and Deliverables.

(d) If Consultant terminates this Agreement pursuant to Sections 11.2(a), (b), or (c), Customer shall pay all previously-accrued but not yet paid Fees and Reimbursable Expenses through the effective date of termination, on receipt of Consultant's invoice therefor.

(e) If Consultant terminates this Agreement, all licenses granted to Customer under this Agreement will also automatically and immediately terminate on the effective date of such termination.

(f) Customer shall certify to Consultant in a notarized written instrument signed by Customer's duly authorized executive officer that it has complied with the requirements of this Section 11.3.

**11.4 Surviving Provisions.** The provisions set forth in the following Sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any



expiration or termination of this Agreement: Section 8, Section 9.1, Section 9.2, Section 9.3, Section 10, Section 11.3, this Section 11.4, Section 12, Section 13, Section 14, Section 15, and Section 16.

11.5 Dispute Resolution. Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (“Dispute”) shall be resolved with the following procedures:

(a) Negotiation. Upon written notice of any Dispute, the parties shall attempt to resolve it promptly by negotiation between executives who have authority to settle the Dispute and this process should be completed within thirty (30) calendar days (the “Negotiation”).

(b) Mediation. If the dispute has not been resolved by negotiation in accordance with Section 11.5(a), then the parties shall proceed to mediation unless the parties at the time of the dispute agree to a different timeframe. A “Notice of Mediation” shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The parties shall agree on a mediator; however, if they cannot agree within fourteen (14) calendar days then Customer and Consultant shall each select a mediator and such mediators shall together unanimously select a neutral mediator who shall conduct the mediation. The mediation session shall be held within forty-five (45) days of the retention of the mediator, and last for at least one (1) full mediation day, before any party has the option to withdraw from the process. The parties may agree to continue the mediation process beyond one (1) day, until there is a settlement agreement, or the mediator states that there is no reason to continue because of an impasse that cannot be overcome and sends a “notice of termination of mediation.” All reasonable efforts will be made to complete the mediation within thirty (30) days of the first mediation session.

During the course of the mediation, no party can assert the failure to fully comply with Section 11.5(a) as a reason not to proceed or to delay the mediation. The service of the Notice of Mediation shall stay the running of any applicable statute of limitations regarding the Dispute until thirty (30) days after the parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each side shall bear an equal share of the mediation costs unless the parties agree otherwise.

All communications, both written and oral, during the parties’ efforts under Sections 11.5(a) and 11.5(b) are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation service provider.

## 12. Representations and Warranties.

12.1 Mutual Representations and Warranties. Each party represents and warrants to the other party that:

(a) it is a duly organized, validly existing, and in good standing as a corporation or other entity under the Laws of the jurisdiction of its incorporation or other organization;

(b) it has the full right, power, and authority to enter into, and to perform its obligations and grant the rights and licenses it grants or is required to grant under, this Agreement;

(c) the execution of this Agreement by its representative whose signature is set forth at the end of this Agreement has been duly authorized by all necessary corporate or organizational action of such party; and

(d) when executed and delivered by both parties, this Agreement will constitute the legal, valid, and binding obligation of such party, enforceable against such party in accordance with its provisions.

12.2 Additional Consultant Representations and Warranties: Limited Remedy.

(a) Consultant represents and warrants to Customer that Consultant will perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.



(b) Consultant warrants that for twelve (12) months following Customer's acceptance of the System pursuant to Section 5.2, as installed in the Core System and used in accordance with the Documentation, the System will in all material respects function and otherwise be in conformity with the Specifications. In the event of Consultant's breach of the foregoing warranty, Consultant's sole and exclusive obligation and liability and Customer's sole and exclusive remedy shall be as follows:

(i) Consultant shall use commercially reasonable efforts to cure such breach by either the repair or replacement of the defective Consultant Material without cost to the Customer, provided that Customer had not altered the System in any way and has maintained the System in accordance with Consultant's recommendations; further provided that, if Consultant cannot cure such breach within a reasonable time (but no more than sixty (60) days) after Customer's written notice of such breach, either party may, at its option, terminate the Agreement effective immediately upon written notice to the other party.

(ii) Consultant shall not be in breach of its warranty under this Section 12.2(b), and the foregoing remedy shall not be available, unless Customer provides written notice of such breach within twenty (20) calendar days of its discovery of such defect or failure and in no event later than twelve (12) months after Customer's acceptance or deemed acceptance of the System.

(iii) In no event will Consultant be responsible for (a) any modifications to any Consultant Materials or Deliverables made by anyone other than Consultant; (b) damages caused by misuse, improper operation, or improper or insufficient maintenance of any Consultant Materials or Deliverables; (c) normal wear and tear; (d) any data loss or corruption or personal information data breach; or (e) any alleged defects in any Consultant Materials or Deliverables that arise from Consultant's compliance with designs or other criteria or requirements provided by or through Customer.

(c) Any claim arising out of or in connection with this Agreement or its subject matter must be filed within twelve (12) months after the Customer's acceptance or deemed acceptance of the System or be permanently barred.

12.3 Additional Customer Representations and Warranties. Customer represents, warrants, and covenants to Consultant that Customer owns or otherwise has and will have the necessary rights and consents in and relating to the Customer Materials so that, as received by Consultant and used in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights of any third party or violate any applicable Law.

12.4 DISCLAIMER OF WARRANTIES. EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 12.1 AND SECTION 12.2, THE SYSTEM AND ALL SERVICES AND WORK PRODUCT ARE PROVIDED "AS IS" AND CONSULTANT HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHER, AND CONSULTANT SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, CONSULTANT MAKES NO WARRANTY OF ANY KIND THAT THE SYSTEM OR ANY OTHER WORK PRODUCT, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES (EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THE SPECIFICATIONS), OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. ALL THIRD-PARTY MATERIALS ARE PROVIDED "AS IS" AND ANY REPRESENTATION OR WARRANTY OF OR CONCERNING ANY THIRD-PARTY MATERIALS IS STRICTLY BETWEEN CUSTOMER AND THE THIRD-PARTY OWNER OR DISTRIBUTOR OF THE THIRD-PARTY MATERIALS.

13. Insurance. At all times during the Term of the Agreement, Consultant shall procure and maintain insurance of the following policy limits:

Workers Compensation: Statutory Limits

Excess Umbrella Liability: \$5,000,000 per claim and aggregate

General Liability: \$1,000,000 per claim  
\$2,000,000 aggregate

Professional Liability: \$5,000,000 per claim  
\$5,000,000 aggregate





Automobile Liability: \$1,000,000 combined single limit

14. Limitations of Liability.

14.1 EXCLUSION OF DAMAGES. IN NO EVENT WILL CONSULTANT OR ANY OF ITS LICENSORS, SERVICE PROVIDERS OR SUPPLIERS BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (a) LOSS OF PRODUCTION, USE, BUSINESS, REVENUE, OR PROFIT OR LOSS OF DATA OR DIMINUTION IN VALUE; (b) USE, QUALITY, OR PERFORMANCE OF THE SYSTEM, SYSTEM COMPONENTS, OR OTHER DELIVERABLES OTHER THAN AS EXPRESSLY SPECIFIED IN THE SPECIFICATIONS, DOCUMENTATION, OR THIS AGREEMENT, INCLUDING ANY INABILITY TO USE OR NON-PERFORMANCE OF THE SYSTEM, IN WHOLE OR IN PART; OR (c) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES, IN EACH CASE REGARDLESS OF WHETHER SUCH PERSONS WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.2 CAP ON MONETARY LIABILITY. IN NO EVENT WILL THE COLLECTIVE AGGREGATE LIABILITY OF CONSULTANT AND ITS LICENSORS, SUBCONTRACTORS, SERVICE PROVIDERS AND SUPPLIERS UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER, UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY AND OTHERWISE, EXCEED THE FOLLOWING (WHICHEVER IS GREATER): (A) THE AMOUNT PAID BY CUSTOMER TO CONSULTANT PURSUANT TO THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CLAIM; OR, (B) IF THE COLLECTIVE AGGREGATE LIABILITY IS INSURED IN WHOLE OR IN PART, THE AGGREGATE AMOUNT RECOVERED BY CONSULTANT FROM ANY INSURERS OF THE LIABILITY. THE FOREGOING LIMITATION APPLIES NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE.

14.3 Customer acknowledges and agrees that the parties entered into the Agreement in reliance upon the limitations of liability set forth in Section 14, that the same reflect an allocation of risk between the parties (including the risk that a contract remedy may fail of its essential purpose and cause consequential loss), and that the same form an essential basis of the bargain between the parties.

15. Force Majeure. In no event will either party be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any portion of this Agreement, (except for any confidentiality or payment obligations), when and to the extent such failure or delay is caused by any circumstances beyond such party's reasonable control (a "**Force Majeure Event**"), including acts of God, flood, fire, lightning, earthquake or explosion, war, terrorism, invasion, riot or other civil unrest, embargoes or blockades in effect on or after the date of this Agreement, national or regional emergency, strikes, labor stoppages or slowdowns or other industrial disturbances, passage of Law or any action taken by a governmental or public authority, including imposing an embargo, export or import restriction, quota, or other restriction or prohibition or any complete or partial government shutdown, or national or regional shortage of adequate power or telecommunications or transportation. Either party may terminate this Agreement if a Force Majeure Event continues substantially uninterrupted for a period of thirty (30) calendar days or more. In the event of any failure or delay caused by a Force Majeure Event, the affected party shall give prompt notice to the other party, stating the period of time the occurrence is expected to continue and use diligent efforts to end the failure or delay and minimize the effects of such Force Majeure Event.

16. Miscellaneous.

16.1 Further Assurances. Upon a party's reasonable request, the other party shall, at the requesting party's sole cost and expense, execute and deliver all such documents and instruments, and take all such further actions, necessary to give full effect to this Agreement.

16.2 Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.



16.3 Notices. All notices, requests, consents, claims, demands, waivers, and other communications under this Agreement have binding legal effect only if in writing and addressed to a party as follows (or to such other address or such other person that such party may designate from time to time in accordance with this Section 16.3):

If to Consultant: Concentric Integration, LLC  
8678 Ridgefield Rd.  
Crystal Lake, IL 60012  
Attn: Mike Klein  
Facsimile: (815) 455-0450  
E-mail: mklein@goconcentric.com

If to Customer: Mr. Tom Migatz  
Director of Public Works  
Village of Lake in the Hills  
9010 Haligus Road  
Lake in the Hills, IL 60156

Notices sent in accordance with this Section 16.3 will be deemed effectively given: (a) when received, if delivered by hand, with signed confirmation of receipt; (b) when received, if sent by a nationally recognized overnight courier, signature required; (c) when sent, if by facsimile or e-mail, (in each case, with confirmation of transmission), if sent during the addressee's normal business hours, and on the next business day, if sent after the addressee's normal business hours; and (d) on the third (3<sup>rd</sup>) day after the date mailed by certified or registered mail, return receipt requested, postage prepaid.

16.4 Interpretation. For purposes of this Agreement, (a) the words "include," "includes" and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; (c) the words "herein," "hereof," "hereby," "hereto" and "hereunder" refer to this Agreement as a whole; (d) words denoting the singular have a comparable meaning when used in the plural, and vice-versa; and (e) words denoting any gender include all genders. The parties intend this Agreement to be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Any exhibits, attachments, and riders referred to herein are an integral part of this Agreement to the same extent as if they were set forth verbatim herein. The headings in this Agreement are for reference only and do not affect the interpretation of this Agreement.

16.5 Entire Agreement; Amendment and Modification; Waiver. This Agreement, together with any other documents incorporated herein by reference, constitutes the sole and entire agreement of the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. No amendment to or modification of this Agreement is effective unless it is in writing and signed by each party. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege

16.6 Assignment. Customer shall not assign or otherwise transfer any of its rights, or delegate or otherwise transfer any of its obligations or performance, under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without Consultant's prior written consent. No delegation or other transfer will relieve Customer of any of its obligations or performance under this Agreement. Any purported assignment, delegation, or transfer in violation of this Section 16.6 is void. This Agreement is binding upon and inures to the benefit of the parties hereto and their respective permitted successors and assigns.

16.7 No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other Person any legal or equitable right, benefit, or remedy of any nature whatsoever, under or by reason of this Agreement.



16.8 Severability. If any provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement or invalidate or render unenforceable such provision in any other jurisdiction. Upon such determination that any provision is invalid, illegal, or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

16.9 Governing Law; Submission to Jurisdiction. This Agreement is governed by and construed in accordance with the internal laws of the State of Illinois without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of Illinois. Any legal suit, action or proceeding arising out of or related to this Agreement or its subject matter shall be instituted exclusively in the federal courts of the United States or the courts of the State of Illinois in each case located in or having jurisdiction over McHenry County, Illinois, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

16.10 Waiver of Jury Trial. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY THAT MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH SUCH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

16.11 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its obligations under Sections 8, 9, or 10, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party shall not be required to submit itself to the Dispute Resolution process set forth in Section 11.5 and will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. Such remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

16.12 Counterparts. This Agreement may be executed in counterparts, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of the Agreement delivered by facsimile, e-mail, or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this Agreement.



# CAPITAL ASSET REQUEST FORM

FUND:	Water Operating & Maintenance
DEPARTMENT:	Public Works
DIVISION:	Water

## NAME OF ASSET OR PROJECT TITLE:

Well 10 Upgrades

## TOTAL EXPECTED COST:

\$125,000.00

## DESCRIPTION:

Replacement and upgrade of Well 10 components.

## CATEGORY:

- Mandate
- Rehabilitation or Asset Management
- Operational Improvement
- New Initiative

## CRITERIA:

- 1: Well 10 is one of six treatment facilities on the high-pressure side of the Village and one of six shallow wells. It is currently 28 years old and in need of operational improvements to reduce maintenance and operations costs.
- 2: Well 10 was constructed in 1992 and has been a major contributor to the system. The controls and electrical equipment require upgrades. Well 10 will be the fifth in a series of improvements to the water treatment facilities. To date, Wells 14, 12, 6, and 11 have been successfully upgraded using a design-build approach in partnership with Concentric Integration.
- 3: Upgrades to Well 10 will improve efficiency and cut back on labor costs to keep it operational.





# REQUEST FOR BOARD ACTION

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**MEETING DATE:** April 8, 2021

**DEPARTMENT:** Public Works

**SUBJECT:** Airport Ground Lease for Hangar PAP-67

## EXECUTIVE SUMMARY

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Staff seeks to enter into a twenty-year ground lease for hangar PAP-67 with Ronald Hunt.

The Lake in the Hills Airport Rules and Regulations require airport tenants to enter into applicable leases, licenses, or storage agreements for Village owned hangars. Ronald Hunt is requesting a new ground lease on hangar PAP-67. This lease is for the period of April 9, 2021 to April 8, 2041. The lease includes an option to renew for four additional five-year terms.

Mr. Hunt has signed the appropriate lease form and already has acceptable proof of insurance on file for other hangars he owns. A background check was previously completed and no issues were found by the Lake in the Hills Police Department.

## FINANCIAL IMPACT

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The Airport Fund will receive \$3,355.92 annually from the ground lease and an additional \$648 in electrical fees, subject to annual increases approved by ordinance.

## ATTACHMENTS

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1. Proposed Ordinance
2. PAP-67 Ground Lease

## RECOMMENDED MOTION

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Motion to approve the Ordinance and authorize the Village President and Village Clerk to sign the ground lease for Hangar PAP-67 with Ronald Hunt.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2021-\_\_\_\_\_

**An Ordinance Authorizing the Approval of a Ground Lease  
between the Village of Lake in the Hills and Ronald Hunt for  
PAP-67**

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

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

SECTION 1: That the President is hereby authorized to enter into a Ground Lease between the Village and Ronald Hunt for PAP-67 at the Lake in the Hills Airport:

SECTION 2: If any section, paragraph, subdivision, clause, sentence or provision of this Ordinance shall be adjudged by any Court of competent jurisdiction to be invalid, such judgment shall not affect, impair, invalidate or nullify the remainder thereof, which remainder shall remain and continue in full force and effect.

SECTION 3: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4: This Ordinance shall be in full force and effect upon its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Passed this 8th day of April, 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Ray Bogdanowski	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
President Russ Ruzanski	_____	_____	_____	_____

APPROVED THIS 8TH DAY OF APRIL, 2021

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

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

VILLAGE OF LAKE IN THE HILLS  
LAKE IN THE HILLS AIRPORT GROUND LEASE

THIS GROUND LEASE (this “Lease”) made and entered into at Lake in the Hills, Illinois, this 8<sup>th</sup> day of April, 2021 by and between the Village of Lake in the Hills, an Illinois municipal corporation (the “Lessor”) and Ronald L. Hunt (the “Lessee”).

WITNESSETH:

WHEREAS, the Lessor does hereby let and lease to the Lessee the parcel of property depicted on Exhibit A attached to and by this reference incorporated into this Lease at the Lake in the Hills Airport (the “Airport”), which parcel of property is commonly known as:

**[PAP-67]**

Lot dimensions: 50’ X 45’ (The “Premises”).

ARTICLE 1: TERM; RENEWAL

1.01 This Lease shall commence on April 9, 2021 and shall continue for a period of 20 years and shall terminate April 8, 2041 (the “Initial Term”) unless sooner terminated as hereinafter provided.

1.02 The Lessee shall have the option to renew this Lease for four (4) additional terms of five years (the “Extension Terms”), which Extension Terms shall commence on the day immediately following the last day of the then existing Term, provided (i) that the Lessee notifies the Lessor in writing (the “Extension Notice”) at least 60 days prior to the expiration of the existing Term that the Lessee intends to renew this Lease for one of the Extension Terms; (ii) that the Lessee is not in default of any obligation or duty imposed upon it by this Lease; and (iii) that the Lessor may increase, modify, or otherwise alter, for the Extension Terms, the amount of rent paid by the Lessee. The Lessor shall notify the Lessee in writing of any rent increase (the “Rental Increase Notice”) within 30 days of receipt of the Extension Notice. In the event the Lessee determines that the rental increase is unreasonable, the Lessee shall have 10 days after Lessor’s delivery of the Rental Increase Notice to elect to terminate this Lease. In the event the Lessee elects to terminate this Lease pursuant to the terms of this Article 1.02, then the Lessee shall provide the Lessor with written notice (the “Termination Notice”) of its intention to do so no later than 10 days after the Lessor’s delivery of the Rental Increase Notice. In the event the Lessor does not receive the Termination Notice within the 10-day period of time, it shall be conclusively presumed that the Lessee has elected not to terminate this Lease

ARTICLE 2: USE

2.01 The Premises shall be used, occupied, and maintained by the Lessee for the sole purpose of supporting an Aircraft Hangar/Storage facility (the “Hangar”) for aircraft owned or leased by the Lessee and for lease for storage of other aircraft, and uses reasonably incidental thereto, and for no other purpose (the “Approved Uses”).

2.02 The Lessee shall not conduct any business activities or aviation-related activities other than the Approved Uses, unless the Lessee shall also have a separate and valid commercial activity agreement with the Lessor. The Lessee shall comply with (a) all applicable governmental laws, ordinances, codes, rules, and regulations and applicable orders and directions of public officers thereunder and (b) all requirements of carriers of insurance on the Premises respecting all matters of occupancy, condition, maintenance, and use of the Premises, whether any of the foregoing shall be directed to the Lessee or the Lessor, including but not limited to any environmental laws or regulations by any local, state, or federal government and the Airport rules and regulations.

2.03 The Lessee agrees to occupy the entire Premises and to properly maintain and operate the Approved Uses at all times during the term(s) of this Lease.

2.04 The Lessee shall be entitled to the non-exclusive use, in common with other users, of the public facilities of the Airport solely for the purpose of ingress and egress to and from the Premises. The Lessee shall not use the public areas for the transient or permanent tie-down of aircraft or for any purposes other than as expressly permitted by this Lease.

2.05 The Lessee shall, at the Lessee's own expense, comply with all present and hereinafter enacted environmental laws, including but not limited to the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. Section 9601 et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6941 et seq., Toxic Substances Control Act, 15 U.S.C. Section 2601 et seq., Safe Drinking Water Act, 42 U.S.C. Section 300 et seq., the Clean Air Act, 42 U.S.C. Section 7401 et seq., and the regulations promulgated thereunder and any other laws, regulations, and ordinances (whether enacted by the local, state or federal governments) now in effect or hereinafter enacted, that deal with the regulation or protection of the environment and hazardous materials. The Lessee shall not cause or permit any hazardous material to be used, generated, manufactured, produced, or stored on, under, or about the Premises. The Lessee shall not keep on the Premises any inflammables, such as gasoline, kerosene, naphtha, or benzine or other volatile chemicals or compounds or explosives or any other articles of intrinsically dangerous nature, except such materials and equipment commonly related to airplane maintenance. The Lessee further shall indemnify, defend, and hold harmless the Lessor from and against any and all liability, loss, damage, expense, penalties, and legal and investigation fees or costs arising from or related to any claim or action for injury or liability brought by any person, entity or governmental body, alleging or arising in connection with contamination of, or adverse effects on, the environment of the Premises.

### ARTICLE 3: RENT

3.01 The amount of rent payable to the Lessor (the "Rent") is set forth on the rent schedule ("the Rent Schedule") attached to and by this reference incorporated into this Lease as Exhibit B. The Rent, during the Initial Term and any Extension Term, is subject to an increased adjustment by the Lessor on an annual basis based on the following: the current year's Rent multiplied by the Consumer Price Index (the "CPI") for the Chicago Metropolitan Area, up to a maximum 10 percent increase over the current year's rent. The CPI to be used for the preceding calculation shall be the CPI available for the most recent 12 month period. The first month's Rent shall be paid upon the execution of this Lease and each month's Rent thereafter shall be paid in advance on or before the first day of a calendar month during the term(s) of this Lease.

Rent for any partial calendar month within the Term shall be prorated on a per diem basis assuming a 30-day month.

3.02 The Lessee agrees to pay all rent and any other amount owing hereunder on the due date thereof to the Lessor at its office at 600 Harvest Gate, Lake in the Hills, Illinois, or to such other person at such other address as the Lessor may from time to time designate in writing. The Lessee hereby agrees that the Lessee's obligation to pay such rent and other amounts shall be absolute and unconditional under all circumstances, including, without limitation, the following circumstances: (a) any setoff counter-claim, recoupment, defense, or other right that the Lessee may have against the Lessor, or anyone else for any reason whatsoever; (b) any damage to, loss, or destruction of the Premises or any interruption or cessation in the use or possession thereof by the Lessee for any reason whatsoever, unless directly caused by the negligent acts of Lessor; (c) any insolvency, bankruptcy, reorganization, or similar proceedings by or against the Lessee; and (d) any other event or circumstance whatsoever, whether or not similar to any of the foregoing. To the extent permitted by applicable law, the Lessee hereby waives any and all rights which it may now have or which at any time hereafter may be conferred upon it, by statutes or otherwise, to terminate, cancel, quit, or surrender any portion of the Premises hereunder except in accordance with the expressed terms hereof. If for any reason whatsoever this Lease shall be terminated in whole or in part by operation of law or otherwise, except in the event of termination without the fault of Lessee or termination upon change of ownership in accordance with Article 12 of this Lease, or dis-affirmed by the Lessee, all remaining rent payments which would have become due and payable in accordance with the terms hereof had this Lease not been terminated or dis-affirmed in whole or part shall become immediately due and payable. Each rent or any other payment made by the Lessee hereunder shall be final and the Lessee shall not seek to recover all or any part of such payment from the Lessor for any reason whatsoever.

3.03 The Lessee shall also pay the Lessor a late charge upon payment of Rent after the tenth day of any month in the amount of 10 percent of the amount owed. Payment of a late charge to the Lessor shall in no way interfere with the Lessee's obligation to pay Rent on the first day of each month. Payment by the Lessee of a late charge shall not be deemed a waiver of or otherwise limit the Lessor's remedies under this Lease.

#### ARTICLE 4: LESSOR'S RIGHT TO RELOCATE LESSEE

4.01 The Lessee acknowledges that at any time during the term(s) of this Lease, the Lessor may need to relocate the Hangar to another comparable location at the Airport (the "Relocation"). In the event the Lessor determines in its sole and absolute discretion that Relocation is necessary, the Lessor shall provide the Lessee with 30 days written notice of its intention to relocate. The Hangar will be relocated to another location that, in the sole discretion of the Lessor, is comparable to the Premises, and the definition of the "Premises" shall be revised to reflect the new location. The Lessor will pay for the following costs of Relocation: preparation of the new site, relocation of the Hangar and hangar facilities onto the new site, and all costs directly associated with the Relocation. The Lessee shall have no right to reimbursement from the Lessor for any costs incurred by the Lessee as a result of the Relocation, except for reasonable costs incurred by the Lessee as a result of Lessor's Relocation actions.

4.02 The Lessor shall not be responsible for theft, loss, injury, damage, or destruction of the Hangar or of any aircraft or other property on the Premises during the Relocation. The Lessee hereby releases and discharges the Lessor for the loss of or damage to the Lessee's property, except for that loss or damage arising out of the Lessor's negligence during the Relocation.

#### ARTICLE 5: CONDITION OF PREMISES; REPAIR

5.01 The Lessee has inspected the Premises and accepts the Premises in an "as is" condition. The Lessee acknowledges that its decision to enter into this Lease was based on its own knowledge and analysis and not on any representations by the Lessor, and the Lessee waives any and all claims against the Lessor in connections therewith. At the termination of this Lease, the Lessee shall, at Lessee's sole expense, remove the Hangar, including any foundation, and restore the Premises to a natural state, including grading and grass seeding.

5.02 The Lessee agrees, at its sole cost and expense, to repair, replace, or reconstruct the Hangar and other improvements located on the Premises that are damaged or destroyed by fire or other casualty, or required to be repaired, removed, or reconstructed by any governmental or military authority. Such repair, replacement, or reconstruction shall be accomplished within such time as may be reasonable under the circumstances after allowing for delays caused by strikes, lockouts, acts of God, fire, extraordinary weather conditions, or any other cause or casualty beyond the reasonable control of Lessee (the "Reasonable Time Period"). The design and specifications of such repair, replacement, or reconstruction shall be as determined by Lessee; but such work shall restore the Premises to not less than its condition prior to said need for repair.

#### ARTICLE 6: COVENANTS

The Lessee agrees to all of the following covenants:

(a) The Lessee shall not commit, suffer, or allow to be committed or suffered any acts of waste on the Premises, or commit or permit to be committed any acts which will in any way constitute a public or private nuisance or an unlawful or immoral act. Only the Approved Uses shall be permitted.

(b) All maintenance to the Hangar or other improvements or any repair of damages to same from any cause shall be the sole responsibility of the Lessee and shall be made in the Reasonable Time Period and at the Lessee's expense (unless such damage was caused by the negligence of the Lessor) and same shall comply fully with all applicable laws, ordinances, and other government regulations, codes, and directions.

(c) The Lessee shall not erect or install any sign of any kind anywhere in or on the Premises without the specific prior written consent of the Lessor. In addition, the Lessee shall not use any broadcast or audio advertising media, including but not limited to loudspeakers, phonographs, or radio or television broadcasts, in a manner visible or audible outside of the Hangar.



(d) The Lessee shall not install any exterior lighting or plumbing fixtures, shades, or awnings or exterior decoration or paintings or build any enclosures or audio or television antenna, loudspeakers, sound amplifiers, or similar devices on the roof or exterior walls of the Hangar without the specific prior written consent of the Lessor.

(e) The Lessee shall store all trash and garbage within proper receptacles in the Hangar and around the Premises. The Lessee shall not burn any trash or garbage of any kind in or about the Premises.

#### ARTICLE 7: REMEDIES

7.01 In the event of any default by the Lessee with respect to any of the events below and the Lessee's failure to cure said default within 10 days after written notice thereof by the Lessor, the Lessor may immediately terminate this Lease and/or the Lessee's right to possession hereunder, and pursue any other remedy available to the Lessor at law or in equity and including, without limitation, those remedies set forth at the end of this Article, upon the happening of one or more of the following events:

- (a) The making by the Lessee of an assignment for the benefit of the creditors without the written consent of the Village Administrator;
- (b) The operation or supervision of any business other than the Approved Uses conducted in the Premises by the Lessee, or by anyone else, except only with the prior specific written consent of the Lessor;
- (c) The levying of a writ of execution or attachment on or against the property of the Lessee;
- (d) The doing, or permitting to be done, by the Lessee of any act which creates a mechanic's lien or claim therefor against the Premises or any part of the Premises;
- (e) The failure of the Lessee to pay any Rent when due, which shall not be in lieu of any statutorily prescribed remedies for the Lessee's failure to pay Rent but shall be in addition thereto;
- (f) If the estate created hereby shall be taken in execution or by other process of law or if proceedings are instituted in a court of competent jurisdiction for the reorganization, liquidation, or voluntary or involuntary dissolution of the Lessee or composition for the benefit of a creditor or for its adjudication as a bankrupt or insolvent, or for the appointment of a receiver of the property of the Lessee for any purpose and said proceedings are not dismissed, and any receiver, trustee, or liquidator appointed therein discharged within 10 days after the institution of said proceedings;
- (g) Any failure of the Lessee to keep and perform fully any of its covenants under this Lease;

- (h) The abandonment of the Premises by the Lessee or the discontinuance by the Lessee of the proper maintenance and operation of the Approved Uses for a consecutive period of three months or longer;
- (i) If the Lessee is a corporation, the sale of any of the Lessee's stock pledged for any purpose, whether by virtue of execution or otherwise.

7.02 Upon the event of a default hereunder by the Lessee, the Lessor shall have the right to cure the default, at its option, by any means reasonably necessary. In such event, the Lessee shall reimburse the Lessor for all reasonable costs incurred by the Lessor in curing the default.

7.03 Upon the termination of this Lease or the Lessee's right to possession hereunder, the Lessor may re-enter the Premises using such force as may be necessary and in compliance with applicable law and remove all persons, fixtures, property and equipment therefrom and the Lessor shall not be liable for damages or otherwise by reason of re-entry or termination of possession of the term of this Lease. Upon termination of either the Lessee's right to possession or the Lease, the Lessor shall be entitled to recover immediately an amount equal to the minimum rent for the balance of the term less the amount of any minimum rental obtained from any other lessee for the balance of the term in the event the said premises are re-let. Upon and after entry into possession without termination of this Lease, the Lessor may, but need not, re-let the Premises or any part thereof for the account of the Lessee for such rent, for such time and upon such terms as the Lessor in its sole discretion shall determine.

#### ARTICLE 8: TAXES

The Premises is owned by the Lessor and is currently tax-exempt. Therefore, in the event the Lessee's operations on the Premises cause a tax to be assessed against, levied upon, or otherwise become payable in respect of the Premises or the use thereof, the Lessee shall pay all taxes relating to the Premises or to this Lease, including all real estate taxes, personal property taxes and leasehold taxes, unforeseen as well as foreseen, that are assessed against, levied upon and become payable in respect of the Premises or the use thereof during the term(s) of this Lease; provided, however, that in the event such taxes are imposed as a result of Lessor's actions under the Lease, then the Lessee shall not be responsible for said taxes. Such payment of taxes by Lessee shall be in addition to the payment of Rent.

#### ARTICLE 9: INSURANCE; INDEMNIFICATION

9.01 The Lessee shall, at Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy of airport liability and property damage insurance with respect to the Hangar and the Premises or any other occupant of the Premises, in which the limits of public liability shall not be less than \$1 million per occurrence. The policy shall name the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents as additional insureds and shall contain a clause that the insurer will not cancel or change the insurance without first giving the Lessor 30 days prior written notice thereof. The insurance shall be with companies licensed to do business in the State of Illinois. The insurance shall be in a form reasonably acceptable to the Lessor and a copy of the policy and a certificate of insurance shall be delivered

to the Lessor prior to the commencement hereof. In the event the Lessee shall fail to procure said insurance, the Lessor may, but shall be under no obligation to, procure such insurance in which event the Lessee agrees to pay to the Lessor, as additional rent, the amount of premium therefore on the first day of the month following the month in which the Lessor notifies the Lessee of the amount of premium due hereunder.

9.02 The Lessee, shall at the Lessee's sole cost, during the entire term hereof, keep in full force and effect a policy for fire and property damage insurance with respect to the Hangar and all other Lessee property contained on the Premises, as well as all other improvements on the Premises, in such amount and form, and with such companies, as the Lessor may reasonably determine. The Lessee shall, from time to time, as requested by the Lessor, deliver certificates of such insurance verifying coverage to the Lessor.

9.03 Except only to the extent otherwise prohibited by law, the Lessee covenants and agrees to indemnify and hold harmless the Lessor and its trustees, officers, employees, attorneys, legal representatives, and agents from any and all losses, claims, damages, costs, or expenses, including attorney's fees, the Lessor may be required to pay as a result of acts and/or omissions of the Lessee or any agent of the Lessee.

#### ARTICLE 10: SUBORDINATION

The parties to this Lease desire that this Lease be prior in lien to all other documents, including mortgages, trust deeds, or other encumbrances that may hereafter be recorded against the Premises. Lessee agrees to subordinate any mortgage, trust deed, or other encumbrance that may hereafter be placed on the Premises, or to any advances to be made thereunder and to interest thereon and all renewals, replacements, and extensions thereof, to this Lease; and the Lessee agrees to execute any instrument or instruments which the Lessor may reasonably, at the Lessor's sole and complete discretion, require to effect such subordination, provided that the Lessee and its successors and assigns shall have the right to freely, peaceably, and quietly occupy and enjoy the full possession and use of said premises as long as the Lessee shall not be in default under this Lease, and subject to the Lessor's right to relocate the Lessee as set forth in Article 4 of this Lease. In the event of any mortgagee, trustee, or encumbrancer notifying the Lessee to that effect, this Lease shall be deemed prior in lien to said mortgage, trust deed, or encumbrance whether or not this Lease is dated prior to or subsequent to the date of said mortgage, trust deed, or encumbrance.

#### ARTICLE 11: IMPROVEMENTS; MECHANIC'S LIENS

11.01 This Section 11.01 is applicable if the Premises are unimproved as of the effective date of this Lease. During the term of this Lease, unless this Lease shall be sooner terminated in accordance with the terms hereof; the Lessee, at it sole cost and expense, shall construct or place on the Premises the Hangar and related improvements in accordance with the Lessee's plans and specifications as set forth in Exhibit C attached to and by this reference incorporated into this Lease (the "Plans"). The Hangar and related improvements shall be constructed in accordance with all applicable federal, state and local laws, codes, ordinances, and regulations and shall have the specific prior written approval of the Lessor.

11.02 All repairs, construction, modifications, alterations, or changes made by the Lessee to the Premises shall be done or contracted for only with the Lessor's specific prior written consent, which the Lessor may withhold for any reason that the Lessor deems sufficient. Notwithstanding anything to the contrary herein, no alterations to the Premises are allowed during the term(s) of this Lease except for the construction of the Hangar and related improvements. Any of the foregoing that the Lessee undertakes shall be done at the Lessee's sole cost and expense and none of the foregoing nor any other act shall be allowed or suffered which may create any mechanic's lien or claim for lien against the Premises. In the event any lien or claim for lien upon the Lessor's title or the Premises results from any act or neglect of the Lessee, and the Lessee fails to remove said lien or dismiss such claim for lien within 10 days after the Lessors notice to do so, the Lessor may, but need not, remove the lien or satisfy such claim for lien by paying the full amount thereof without any investigation or contest of the validity or amount thereof and the Lessee shall pay the Lessor promptly upon demand, and as additional rent, the amount paid out by the Lessor, including the Lessor's costs, expenses, and counsel fees.

#### ARTICLE 12: ASSIGNMENT OR SUBLETTING

The Lessee agrees not to assign, encumber, or in any manner transfer this Lease or any interest hereunder and not to permit the use or occupancy of the Premises, whether by license, concession or otherwise by anyone other than the Lessee without the specific prior written consent of the Lessor (which consent shall not be unreasonably denied); provided, however, that the Lessee may sublet the Premises for the remainder of the then existing Term with the prior written consent of the Lessor (which consent shall not be unreasonably denied) and subject to the terms of this Lease. Any assignment or subletting permitted hereunder shall not be deemed to relieve the Lessee of its obligation to pay rental and perform its other obligations hereunder. Consent by the Lessor of one assignment or one subletting or one use or occupancy of the Premises shall not constitute a waiver of the Lessor's rights under this Article as to any subsequent assignments, subletting, or use or occupancy. If the Lessee is a corporation or partnership, and if, during the term of this Lease, the ownership of the shares of stock or partnership interests which constitute control of the Lessee changes by reason of sale, gift, death, or otherwise, the Lessee shall provide the Lessor with written notice and confirmation of the new owner's intent to be bound by the terms of the Lease, along with evidence of the new owner's financial information to insure that the new owner is capable of performing the obligations set forth in this Lease. In the event the Lessor concludes, in the exercise of its discretion, that the new owner is not capable of performing the obligations under this Lease, the Lessor may at any time thereafter terminate this Lease by giving the Lessee written notice of such termination at least 30 days prior to the date of termination stated in the notice. Receipt of rent after such change of control shall not affect the Lessor's rights under the preceding sentence.

#### ARTICLE 13: UNTENANTABILITY

In the event that the Hangar shall be destroyed or so damaged by fire, explosion, windstorm, or other casualty as to be untenable, the Lessee shall within the Reasonable Time Period secure the Hangar and restore it in accordance with the terms of this Lease and rents due hereunder shall not be abated.

#### ARTICLE 14: SURRENDER OF PREMISES; HOLD OVER

14.01 At the expiration of the tenancy hereby created, whether by lapse of time or otherwise, or upon termination of the Lessee's right of possession, the Lessee shall immediately surrender possession of the Premises to the Lessor in good condition, and shall remove the Hangar and all other improvements therefrom. If such possession is not immediately surrendered, then the Lessor may immediately enter the Premises and possess itself thereof and remove all persons and effects therefrom using such force as may be necessary and in compliance with applicable law. If the Lessee shall fail or refuse to remove all of the Lessee's property from the Premises, then the Lessee shall be conclusively presumed to have abandoned the same, and title thereto shall thereupon pass to the Lessor without any cost either by set-off; credit, allowance, or otherwise, and the Lessor may at its option accept title to such property, or at the Lessee's expense may remove the same or any part thereof in any manner that the Lessor shall choose and store the same without incurring liability to the Lessee or any other person.

14.02 It is agreed and understood that any holding over by the Lessee of the Premises at the expiration or cancellation of this Lease shall operate and be construed as a tenancy from month to month at a rental of three times the current monthly rental, and in addition the Lessee shall be liable to the Lessor for all loss or damage on account of any holding over against the Lessor's will after the expiration or cancellation of this Lease, whether such loss or damage may be contemplated at this time or not. No receipt or acceptance of money by the Lessor from the Lessee after the expiration or cancellation of this Lease or after the service of any notice, after the commencement of any suit, or after any judgment for possession of the Premises, shall reinstate, continue or extend the terms of this Lease, or affect any such notice, demand, or suit or imply consent for any action for which the Lessor's consent is required or operate as a waiver of any right of the Lessor to retake and resume possession of the Premises and remove the structures.

#### ARTICLE 15: COSTS AND FEES

The Lessee shall pay upon demand all of the Lessor's costs, charges, and expenses, including fees of attorneys, agents, and others retained by the Lessor, incurred in enforcing any of the obligations of Lessee under this Lease or in any litigation, negotiation, or transaction in which the Lessor shall, without the Lessor's fault, become involved through or on account of this Lease. In the event it becomes necessary for either party hereto to file suit to enforce this Lease or any provision contained herein, the prevailing party in such suit shall be entitled to recover, in addition to all other remedies or damages provided for in this Lease, reasonable attorneys' fees and costs incurred in such suit at trial or on appeal or in connection with any bankruptcy or similar proceeding.

#### ARTICLE 16: SUCCESSORS AND ASSIGNS

The terms, covenants, and conditions hereof shall be binding upon, apply and inure to the benefit of the heirs, executors, administrators, successors in interest and assigns of; the parties hereto. No rights, however, shall inure to the benefit of any assignee or sub-lessee of the Lessee except only if such assignment or sublease has been specifically consented to by the Lessor in writing as provided herein.

## ARTICLE 17: REMEDIES CUMULATIVE

All rights and remedies of the Lessor enumerated in this Lease shall be cumulative and none shall exclude any other right or remedy allowed by law, and said rights and remedies may be exercised and enforced concurrently as often as occasion therefor arises.

## ARTICLE 18: ESTOPPEL CERTIFICATE

Each party agrees at any time and from time to time, upon not less than 20 days prior written request by the other, to execute, acknowledge, and deliver to the other a statement in writing certifying that this Lease is unmodified and in full force and effect and the date to which the rental and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this paragraph may be relied upon by any prospective purchaser of this leasehold or the fee, or mortgagee or assignee of any mortgage upon this leasehold or the fee of the Premises.

## ARTICLE 19: MISCELLANEOUS

19.01 The necessary grammatical changes required to make the provisions of this Lease apply to the past, present, and future and in the plural sense where appropriate and to corporations, associations, partnerships, or individuals, male or female, shall in all instances be assumed as though in each case fully expressed.

19.02 The laws of, but not the conflicts of law rules of, the State of Illinois shall govern the validity, performance, and enforcement of this Lease.

19.03 The headings of several articles contained herein are for convenience only and do not limit or construe the contents of the articles.

19.04 All of the covenants of this Lease are independent covenants. If any provisions of this Lease are found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, then the remainder of the Lease will not be affected, and in lieu of each provision which is found to be illegal, invalid, or unenforceable, there will be added as part of this Lease a provision as similar to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

19.05 Notwithstanding any other provision to the contrary herein, either Lessor or Lessee may, in its sole discretion, terminate this Lease upon 30 day's written notice to the other party.

## ARTICLE 20: NOTICES

Any notices required or desired to be given under this Lease shall be in writing and (i) personally served, (ii) given by certified mail, return receipt requested, (iii) given by overnight express delivery, or (iv) given by facsimile transmission, with any such facsimile transmission confirmed by next business day overnight express delivery. Any notice shall be addressed to the party to receive it at the following address or at such other address as the party may from time to time direct in writing:

**To the Lessee at:**

Ronald L. Hunt  
3718 Sutton Woods Drive  
Crystal Lake, IL 60012

**and to the Lessor at:**

Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, Illinois 60156  
Attention: Village Administrator

**with a copy to:**

Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, Illinois 60156  
Attention: Airport Manager

Express Delivery notices shall be deemed to be given upon receipt. Postal notices shall be deemed to be given three days after deposit with the United States Postal Service. Facsimile notices shall be deemed given upon the date of transmission, provided that compliance is made with the remaining obligations of this Article 20.

**ARTICLE 21: PRIOR AGREEMENTS**

This Lease replaces and supersedes any other written or oral prior agreement, arrangement, or understanding between the Lessee and the Lessor or its agent, which prior agreement(s) shall be considered null and void and of no further effect whatsoever as of the date hereof.

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year above.

[LESSOR] VILLAGE OF LAKE IN THE HILLS

By: \_\_\_\_\_  
**Village President**

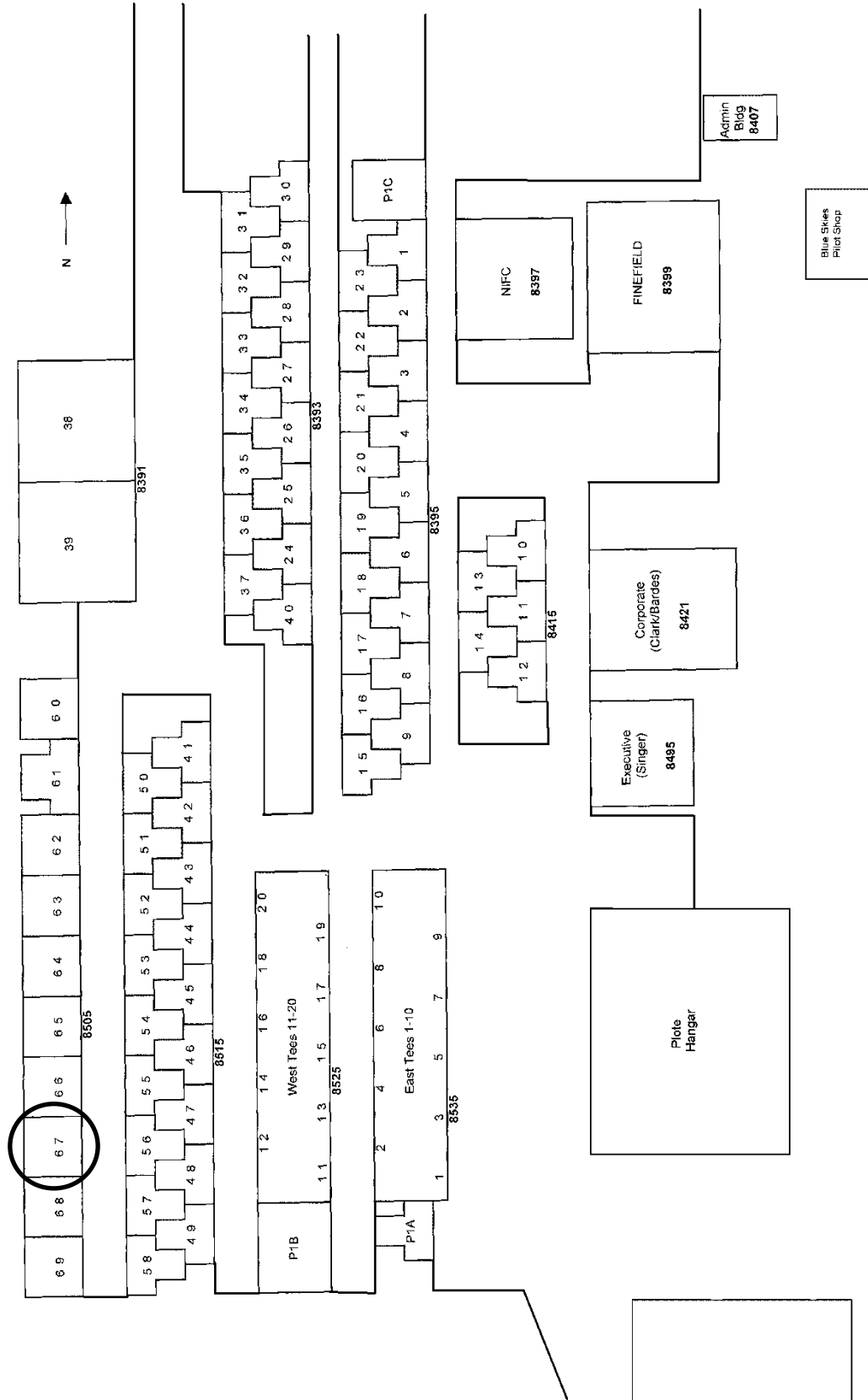
Attest: \_\_\_\_\_  
**Village Clerk**

[LESSEE] Ronald L. Hunt

By: \_\_\_\_\_  
Ronald L. Hunt

Title: \_\_\_\_\_

# EXHIBIT A PREMISES





**EXHIBIT B  
RENT SCHEDULE**

**Village Owned Facility Leases and Tie Downs**

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Hard surface tie downs	\$90.00	Monthly
Grass tie downs	\$60.00	Monthly
East and West T-Hangar Building Leases	\$299.00	Monthly
Maintenance Hangar Building Lease	\$2,881.78	Monthly
8603 Pyott Road Building Lease	\$2,075.91	Monthly

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Grass Tie Down	\$5.00*	Daily
Hard Surface Tie Down or Ramp Area	\$10.00*	Daily
T-Hangar	\$30.00	Daily

**Overnight Transient Storage**

\*\$5 or \$10 respectively of the overnight transient fees will be waived if the aircraft operator purchases at least 15 gallons of aviation fuel in conjunction with that overnight stay.

<b>Description</b>	<b>Rate</b>	<b>Frequency</b>
Square Hangars	\$12.42*	Cents per Month
T-Hangar Size A (39'3" x 14'8"; 16'6" x 14'7" approx..)	\$191.45	Monthly
T-Hangar Size B (42'3" x 18'; 16'5" x 20'7" approx..)	\$199.17	Monthly
T-Hangar Size C (46' x 21'; 19'6" x 23'8" approx..)	\$214.58	Monthly

**Land Leases**

\*Per square foot of land area occupied based on the outside perimeter of the structure (rounded to the nearest foot) unless otherwise specified in the lease.

**Private Hangar Electrical Service Fee  
Monthly Fee by Breaker Size and Configuration**

<b>Breaker Size (Amps)</b>	<b>Monthly Fee (USD)</b>	<b>Comments</b>
20	\$9	Single breaker serves 3 individual hangars
20	\$13	Single breaker serves 2 individual hangars
20	\$26	Fee per individual breaker
30	\$38	Fee per individual breaker
40	\$51	Fee per individual breaker
50	\$64	Fee per individual breaker
60	\$77	Fee per individual breaker

## **Disconnect/Reconnect – Electrical**

If a tenant makes a request to the Village to disconnect Village provided electrical service to a private hangar, the disconnection may be completed subject to review to ensure it is feasible to complete the request. If the request is approved the tenant will not be allowed to reconnect to the Village provided electrical service for a period of 12 months. The 12-month period shall start on the date the electrical is disconnected to the private hangar. After the 12-month period, the tenant can submit a request to reconnect to the Village provided electrical service. The Village will charge a fee of \$65.00 to reconnect the Village provided electrical service.

## **Non-Aeronautical Storage**

The following non-aeronautical storage lease rates shall be effective upon execution of a new lease:

<b>Area in Square Feet</b>	<b>Monthly Rental Rate</b>
10x10	\$33
10x30	\$75

## **Waiver to Late Fees**

If a late fee is assessed according to the lease, a request to waive the late fee may be considered by the Village Finance Department. The late fee may be waived in the event all of the following conditions are met:

1. A written request to waive the late fee must be presented to the Finance Department; and
2. The Finance Department must receive the written request to waive the late fee by the last business day of the month the payment was due and was not received until after the 10<sup>th</sup> of the same month; and
3. The tenant has displayed a good payment history during the preceding 12 months. A good payment history shall be defined as having a) no late fees posted to the account, and b) no late fee waiver requested for the account during the preceding 12 months and c) no returned payments associated with the account.

**EXHIBIT C  
PLANS**

Not applicable.



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** April 8, 2021

**DEPARTMENT:** Community Development

**SUBJECT:** Bike Path Construction Agreement with Arden Rose Senior Living

## EXECUTIVE SUMMARY

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Arden Rose Management, Inc. will be constructing a senior care facility consisting of three buildings, on the property commonly known as 700 East Oak Street (the "Arden Rose Property"), as described in Exhibit A. The facility will be located directly north of Larsen Park, on which a portion of the Village bike path system is located, as shown on Exhibit B. The Village staff asked Arden Rose Management to connect to the Village trail at Larsen Park. They have committed to constructing an extension of their internal bike path from the southern property line of the Arden Rose Property, across the Village Property, and to the existing bike path in Larsen Park. As Arden Rose Management wishes commit to the trail extension before issuance of a building permit for the second building. The Bike Path Construction Agreement formalizes the commitments of Arden Rose Management, Inc. and the Village to construction and maintain the trail.

## FINANCIAL IMPACT

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None. Arden Rose Management will construct the path at their expense and transfer ownership to the Village after it is completed.

## ATTACHMENTS

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1. Bike Path Construction Agreement
2. Exhibit A
3. Exhibit B
4. Bike Path Measurement Map

## RECOMMENDED MOTION

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Motion to approve a bike path construction agreement with Arden Rose Management, Inc.

**BIKE PATH CONSTRUCTION AGREEMENT**  
**by and between**  
**ARDEN ROSE SENIOR LIVING**  
**and the**  
**VILLAGE OF LAKE IN THE HILLS**

This Bike Path Construction Agreement (the “Agreement”) by and between Arden Rose Management, Inc., an Illinois corporation (“Arden Rose”) and the Village of Lake in the Hills, an Illinois home rule municipal corporation (the “Village”), is hereby entered this 8th day of April, 2021.

WHEREAS, Arden Rose will be constructing a senior care facility consisting of three buildings, on the property commonly known as 700 East Oak Street (the “Arden Rose Property”), as legally described in Exhibit A hereto, which is located directly north of a park (the “Village Property”) owned by the Village on which a portion of the Village bike path system is located, as represented by dashed lines (the “Existing Bike Path”) on that certain geometric plan prepared by Gerald L. Heinz & Associates, Inc., originally dated 6-30-20, with a revision date of 8-14-20, job no. E-2594, sheet 4 of 12 (the “Plan”) attached hereto as Exhibit B and incorporated herein by this reference; and

WHEREAS, Arden Rose represents to the Village that it is the sole owner of record of the Arden Rose Property.

WHEREAS, the parties wish to arrange for an extension of the anticipated bike path on the Arden Rose Property over and upon the Village Property to the Existing Bike Path on the Village Property as depicted on the Plan.

NOW THEREFORE for good and valuable consideration in hand received, the parties agree as follows:

1. **Incorporation of Recitals.** The recitals set forth above are incorporated into this Agreement by this reference and the parties agree as to the veracity of such recitals.

2. **Construction of Bike Path Extension by Arden Rose.** Upon the earlier of i) three years from the date of this Agreement; or ii) a building permit being issued for a second building on the Arden Rose Property, Arden Rose, at its sole cost, shall promptly construct or cause to be constructed an extension of the bike path from the southern property line of the Arden Rose Property, a length of approximately 82 linear feet, MOL, across the Village Property to the Existing Bike Path on the Village Property at the location depicted on the Plan (the “Bike Path Extension”). Such Bike Path Extension shall be constructed of hot mix asphalt mix and shall connect to the Village’s Existing Bike Path at the same surface level and in as seamless manner as reasonably feasible. At such time that the Bike Path Extension is completed, Arden Rose shall convey any interest in the Bike Path Extension to the Village by a bill of sale and lien waivers relative to the Bike Path Extension. No occupancy permit shall be issued for the second (and/or third) building on the Property until such time that the Bike Path Extension is completed and accepted by the Village.

3. **Construction Process for Bike Path Extension.** When Arden Rose intends to begin construction of such Bike Path Extension, it shall provide reasonable advance notice to the Village of its intent to commence construction. Arden Rose shall be solely responsible for isolating that portion of the Village Property on which the construction of the Bike Path Extension is going to occur and providing for all safety precautions for the construction of the Bike Path Extension itself, including but not limited to the installation of temporary fences, barricades and signs preventing and warning members of the public from entering such area while construction of the Bike Path Extension occurs.

When Arden Rose believes that the Bike Path Extension is complete, Arden Rose shall contact the Village Engineer to inspect the Bike Path Extension to either provide a punch list of

items that need to be completed by Arden Rose for the Bike Path Extension or to advise that the Village will accept the Bike Path Extension without any punch list items to be completed.

If any punch list items remain uncomplete, Arden Rose shall cause same to be completed in a timely, diligent manner and apprise the Village of same.

After the completion of the Bike Path Extension and the punch list items, if any, Arden Rose shall restore any portion of the Village Property affected by the construction of the Bike Path Extension other than the area lying under the Bike Path Extension itself, at Arden Rose's cost, to the Village Property's condition prior to such work being undertaken. Arden Rose shall seed the affected area of the Village Property and water same.

4. **Assumption of Maintenance Responsibilities by the Village.** Upon the acceptance of the completed Bike Path Extension by the Village, the Village shall be responsible for the maintenance of the Bike Path Extension thereafter. The Village shall indemnify and hold harmless Arden Rose for any claims arising from the use of the Bike Path Extension by any member of the public after the Village's acceptance.

5. **Insurance.** Arden Rose shall procure and maintain, or cause to be procured and maintained at all times throughout the construction of the Bike Path Extension and until each and every obligation of Arden Rose contained in this Agreement has been fully performed and the Village's acceptance of the Bike Path Extension, the types of insurance specified below, with insurance companies authorized to do business in the State of Illinois covering all operations under this Agreement, whether performed by Arden Rose or its contractors and consultants:

1. Arden Rose shall maintain general liability (CGL) insurance with limits of not less than \$1,000,000.00 for each occurrence. Limits can be satisfied with a combination of CGL and Commercial Umbrella Liability Policies.

2. Arden Rose shall maintain, at the start of and during the period of any construction of the Bike Path Extension, including the completion of any punch list items, a customary builders' all-risk insurance policy for extended coverage. The amount

of insurance at all times shall be representative of the insurable value installed or constructed as reasonably determined by Arden Rose and approved by the Village.

Arden Rose shall require its contractor(s) who are constructing the Bike Path Extension to obtain the following insurance policies:

1. Business auto liability insurance with a limit of not less than \$1,000,000.00 for each accident.

2. Workers compensation and employers liability insurance. The employer's liability shall not be less than \$500,000.00 for each accident for bodily injury by accident or \$500,000.00 for each employee for bodily injury by disease.

All policies other than those for Worker's Compensation shall be written on an occurrence and not on a claims-made basis.

The Village shall be named as an additional insured on each of the above-described policies.

The coverage amounts set forth above may be met by blanket policies and by a combination of underlying and umbrella policies so long as in combination the limits equal or exceed those stated above.

All coverage shall be primary coverage, exclusive of any insurance that the Village might have or carry from time to time as relates to Arden Rose's or its contractors' operations.

Each policy number, the name of the insurance company, the name and address of the agent or authorized representative, along with the policy and policy expiration dates and specific coverage amounts shall be provided to the Village prior to construction of the Bike Path Extension. Each policy and certificate shall be provided to the Village. Each policy shall reflect that the Village shall receive thirty (30) days written notice prior to the cancellation of or alterations reducing the policy limits. Each policy shall be primary with respect to any other valid or collectable insurance that the Village may possess, including any self-insured retention that the Village may have. Any insurance that the Village possesses shall be considered excess



only and shall not be required to contribute with Arden Rose's insurance. Arden Rose shall promptly advise the Village of any claims or litigation that may result in liability to the Village.

6. **Notice.** Any notices required or contemplated by this Agreement shall be sent by certified mail or via a nationally-recognized private carrier (such as Fed Ex or UPS), as follows:

If to the Village: Village of Lake in the Hills  
600 Harvest Gate  
Lake in the Hills, IL 60156  
ATTN: Village Administrator

With a copy to: Zukowski, Rogers, Flood & McArdle  
50 N. Virginia Street  
Crystal Lake, IL 60014  
ATTN: Village Attorney

If to Arden Rose: Arden Rose Management, Inc.  
1303 South Main Street  
Algonquin, Illinois 60102

With a copy to: William Hellyer  
444 N. Illinois Route 31, Ste. 100  
Crystal Lake, Illinois 60012

7. **Indemnification.** Arden Rose agrees to indemnify, defend and hold the Village harmless from and against any losses, costs, damages, liabilities, claims, suits, actions, causes of action and expenses (including without limitations, reasonable attorneys' fees and court costs up to and including any appeal of any initial action) suffered or incurred by the Village arising from or in connection with (i) Arden Rose's failure to comply with any of the terms, covenants, warranties, representations, and conditions contained in this Agreement, or (ii) its failure to pay general contractors, subcontractor or materialmen in connection with the improvements or any other improvements for the Bike Path Extension, or (iii) the existence of any material misrepresentation or omission in this Agreement or any documents related to this Agreement that is the result of information supplied or omitted by Arden Rose or its agents, employees, contractors or person acting under its control or at its request, or (iv) Arden Rose's failure to cure

any misrepresentation in this Agreement or any other agreement relating hereto, or (v) any action, suit or proceeding arising directly or indirectly from the construction of the Bike Path Extension or the condition of a portion of the Village Property affected by the construction of the Bike Path occurring prior to the completion of the Bike Path Extension and acceptance of same by the Village.

8. **Prevailing Wage Rate.** Arden Rose shall construct the Bike Path Extension in accordance with this Agreement and all exhibits attached hereto and shall comply with all federal, State and local laws, ordinances, rules, regulations, executive orders and codes, including the Prevailing Wage Act.

9. **Successors and Assigns.** This Agreement shall be binding upon the parties' successors and assigns. The provisions contained herein are covenants running with the Arden Rose Property and a copy of this Agreement shall be recorded with the McHenry County Recorder's office.

10. **Severability.** 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 will remain in full force and effect and will in no way be affected, impaired, or invalidated.

11. **Venue; Governing Law.** The parties agree that if there is any litigation arising directly or indirectly in connection with this Agreement, venue for any such action shall be exclusively limited to the 22<sup>nd</sup> Judicial Circuit Court in McHenry County, Illinois, with the laws of the State of Illinois to apply.

12. **Entire Agreement.** This Agreement constitutes the entire agreement between the Village and Arden Rose, and there are no other covenants, agreements, promises, terms, provision, conditions, undertakings, or understandings, either oral or written, between them other

than those set forth herein. No subsequent alteration, amendment, change, deletion or addition to this Agreement shall be binding upon the parties unless in writing and signed by both parties.

13. **Attorney's Fees.** In the event that there is any litigation relating to the enforcement or interpretation of this Agreement, the prevailing party shall be reimbursed its attorney's fees by the non-prevailing party.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives or themselves, respectively, as of the date first above written.

VILLAGE OF LAKE IN THE HILLS

ATTEST:

\_\_\_\_\_  
Russ Ruzanski, Village President

\_\_\_\_\_  
Cecilia Carman, Village Clerk

ARDEN ROSE MANAGEMENT, INC.

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

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

STATE OF ILLINOIS        )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

This instrument was acknowledged before me on \_\_\_\_\_, 2021 by Russ Ruzanski, Village President of the Village of Lake in the Hills, an Illinois home rule municipal corporation, and by Cecilia Carman, the Village Clerk of said municipal corporation.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires:  
(SEAL)

STATE OF \_\_\_\_\_ )  
  ) SS  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, a Notary Public in and for said County, in the State aforesaid, do hereby certify that \_\_\_\_\_, as \_\_\_\_\_ of Arden Rose Management, Inc. personally appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her free and voluntary act for the uses and purposes therein set forth.

Given under my hand and notarial seal this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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

My Commission Expires:  
(SEAL)

EXHIBIT A

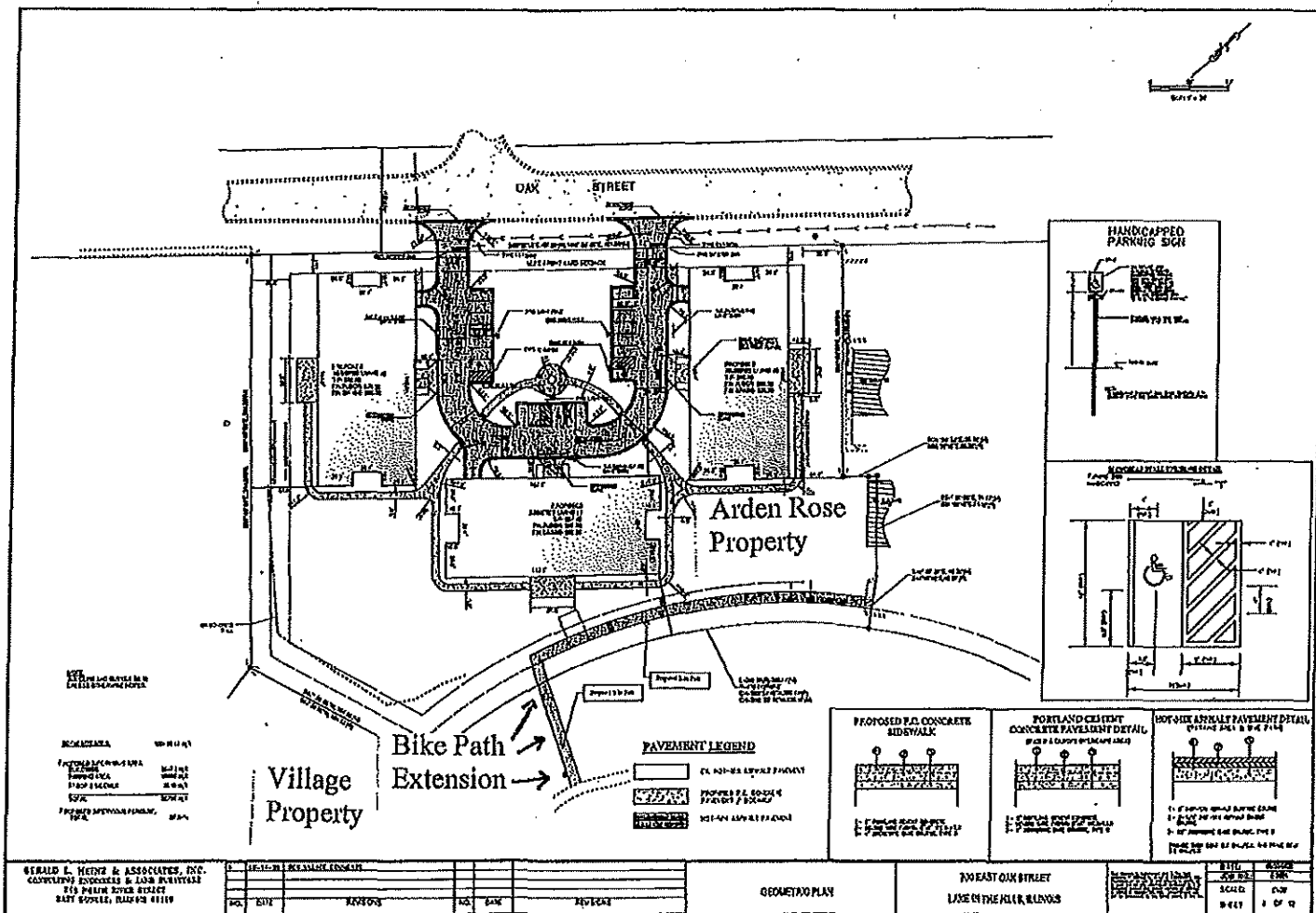
LEGAL DESCRIPTION

PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF PYOTT ROAD, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 105 OF CRYSTAL CREEK PHASE 3, BEING A SUBDIVISION OF THE SAID WEST HALF OF SECTION 21, ACCORDING TO THE PLAT THEREOF, RECORDED APRIL 7, 1993 AS DOCUMENT NO. 93R018251, SAID CORNER ALSO BEING ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF OAK STREET AS SHOWN ON THE PLAT OF DEDICATION OF OAK STREET, ACCORDING TO THE PLAT THEREOF, RECORDED OCTOBER 11, 1991 AS DOCUMENT NO. 91R039305; THENCE NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 753.13 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 45 SECONDS EAST, 176.85 FEET; THENCE NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST, 18.86 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST, 6.72 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 45 SECONDS EAST, 54.13 FEET; THENCE SOUTH 39 DEGREES 45 MINUTES 07 SECONDS WEST, 7.51 FEET; THENCE NORTH 50 DEGREES 18 MINUTES 44 SECONDS WEST, 54.13 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.

PERMANENT INDEX NUMBER:

COMMON ADDRESS: Oak Street, Lake in the Hills, Illinois 60156

**EXHIBIT B**



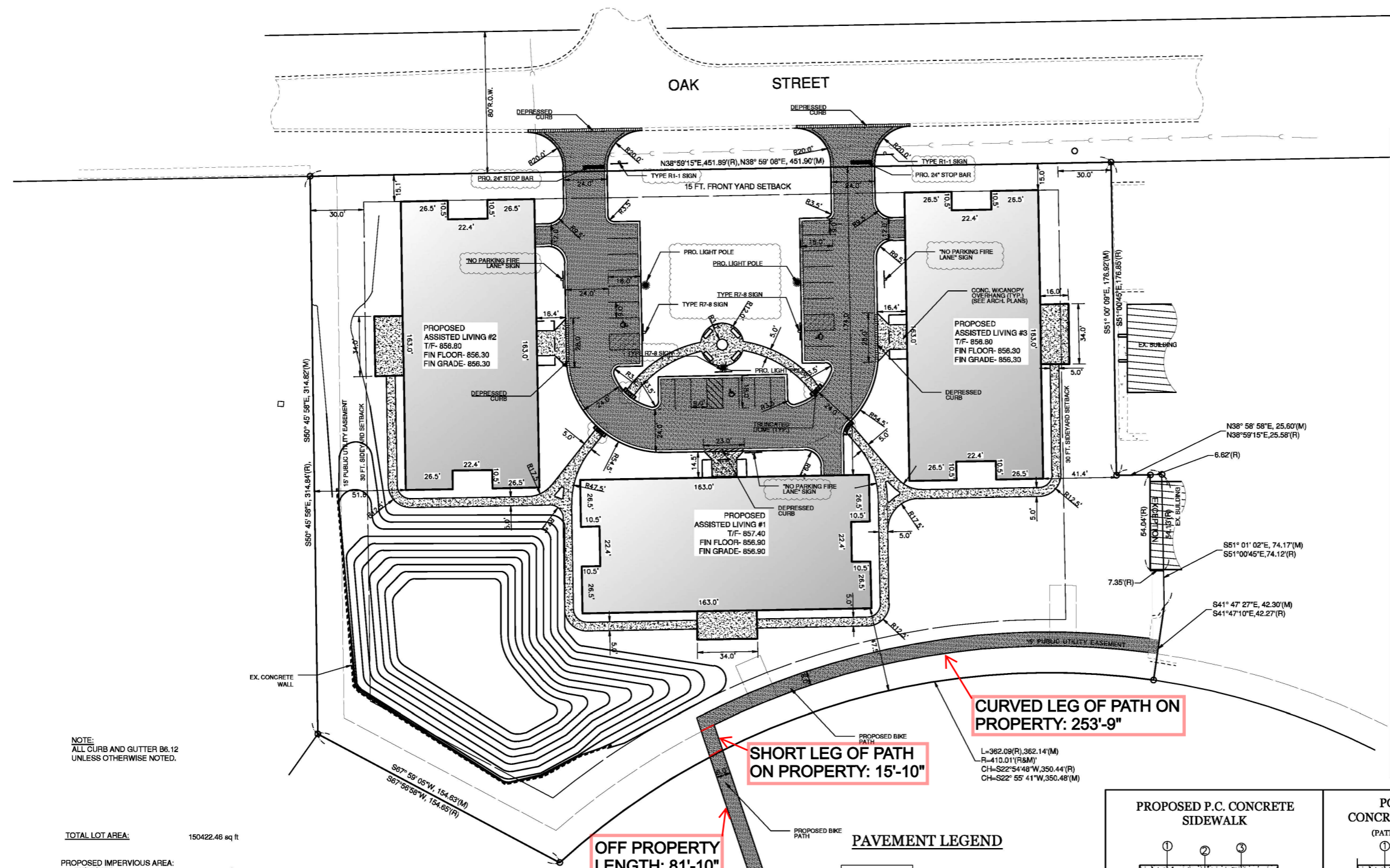
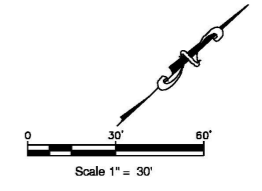
GERALD L. HEINZ & ASSOCIATES, INC.  
 CONSULTING ENGINEERS & LAND SURVEYORS  
 815 PALM BEACH BLVD.  
 SUITE 200, PALM BEACH, FL 33480

NO.	DATE	REVISION	BY	CHK.	REVISED

GEOMETRIC PLAN

20 EAST OAK STREET  
 LAKE IN THE PALM, FLORIDA

DATE	SCALE	SHEET	TOTAL



NOTE:  
ALL CURB AND GUTTER B6.12  
UNLESS OTHERWISE NOTED.

TOTAL LOT AREA:	150422.46 sq ft
PROPOSED IMPERVIOUS AREA:	
BUILDINGS	35471 sq ft
PARKING AREA	13236 sq ft
STOOP & SIDEWALK	7013 sq ft
TOTAL	55720 sq ft
PROPOSED IMPERVIOUS PERCENT:	
TOTAL	37.04%

**SHORT LEG OF PATH ON PROPERTY: 15'-10"**

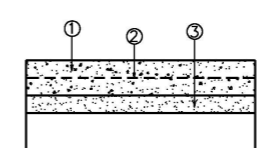
**CURVED LEG OF PATH ON PROPERTY: 253'-9"**

**OFF PROPERTY LENGTH: 81'-10"**

**PAVEMENT LEGEND**

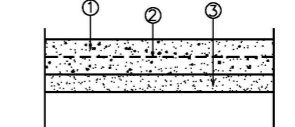
- EX. HOT-MIX ASPHALT PAVEMENT
- PROPOSED P.C. CONCRETE PAVEMENT / SIDEWALK
- HOT-MIX ASPHALT PAVEMENT

**PROPOSED P.C. CONCRETE SIDEWALK**



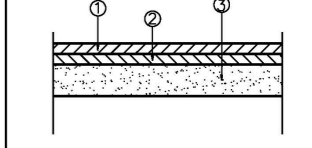
- 1- 5" PORTLAND CEMENT CONCRETE
- 2- WELDED WIRE FABRIC: 6"x6" W2.9xW2.9
- 3- 4" AGGREGATE BASE COURSE, TYPE B

**PORTLAND CEMENT CONCRETE PAVEMENT DETAIL (PATIO & CANOPY OVERHANG AREA)**

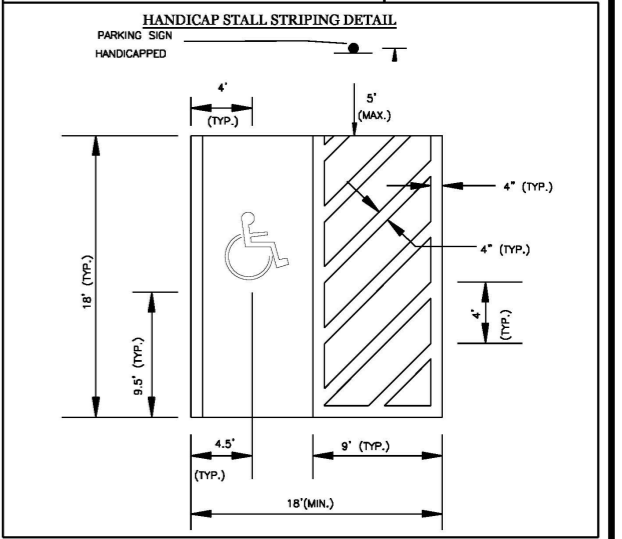
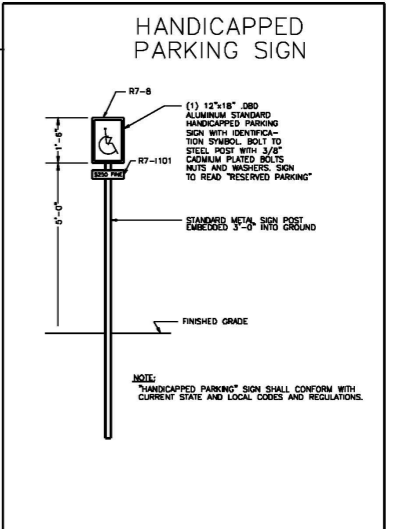


- 1- 5" PORTLAND CEMENT CONCRETE
- 2- WELDED WIRE FABRIC: 6"x6" W2.9xW2.9
- 3- 4" AGGREGATE BASE COURSE, TYPE B

**HOT-MIX ASPHALT PAVEMENT DETAIL (PARKING AREA & BIKE PATH)**



- 1- 2" HOT-MIX ASPHALT SURFACE COURSE
  - 2- 2-1/4" HOT-MIX ASPHALT BINDER COURSE
  - 3- 10" AGGREGATE BASE COURSE, TYPE B
- PROVIDE TACK COAT 0.1 GAL./S.Y. AND PRIME COAT 0.2 GAL./S.Y.



GERALD L. HEINZ & ASSOCIATES, INC.  
CONSULTING ENGINEERS & LAND SURVEYORS  
206 NORTH RIVER STREET  
EAST DUNDEE, ILLINOIS 60118

NO.	DATE	PER ARCHITECT REVISIONS	NO.	DATE	REVISIONS
1.	08-14-20	PER VILLAGE COMMENTS			
2.	08-26-20	ADDITIONAL PARKING SPACES			
3.	09-10-20	MODIFICATION TO WATER LOCATION			
4.	11-04-20	PER ARCHITECT REVISIONS			

GEOMETRIC PLAN

700 EAST OAK STREET  
LAKE IN THE HILLS, ILLINOIS

DATE:	06/30/2020
JOB NO.:	E-2594
SCALE:	1"=30'
SHEET	4 OF 15