



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

JULY 13, 2021
7:30 P.M.

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Presentation – Employee Years of Service Awards
4. Public Comment
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
5. Staff Presentations
 - A. Administration
 1. 2021 Strategic Goals and Objectives
 2. Resolution to Approve an Intergovernmental Agreement with the Crystal Lake Park District
 - B. Public Works
 1. Award a Contract for Installation of Impact Attenuating Material
6. Board of Trustees
 - A. Trustee Harlfinger
 - B. Trustee Huckins
 - C. Trustee Dustin
 1. Planning and Zoning Commission Liaison Report
 - D. Trustee Bojarski
 - E. Trustee Murphy
 - F. Trustee Anderson
 1. Parks and Recreation Board Liaison Report
7. Village President
 - A. Employment Agreement with Mary Frake for the position of Chief of Police
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

MEETING DATE: July 13, 2021
DEPARTMENT: Administration
SUBJECT: 2021 Strategic Goals and Objectives

EXECUTIVE SUMMARY

Finalized wording for the 2021 Strategic Goals and Objectives is presented for the Board's approval. On June 29, the Village Board held an ad hoc meeting to discuss development of strategic goals and objectives which will help focus our actions in the future. Attached is a copy of the draft goals and objectives developed and presented at the end of the meeting. Administrator Mullard expanded the items from bullets and added some performance targets to help clarify what we are trying to accomplish. The final format is presented to the Board for consideration, modification (as necessary), and approval.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Draft Goals and Objectives from the ad hoc meeting
2. 2021 Goals and Objectives

RECOMMENDED MOTION

Motion to approve the final format of the 2021 Strategic Goals and Objectives.

Strategic Planning Session - June 29, 2021

Goal Objective

Development Growth Opportunities Throughout Village

- 1 Identify needs / challenges
- 2 Develop a visual plan
 - Sewer & water expansion
 - Establish a design plan with a vision

Provide a wide array of outstanding parks and recreation programs and services

- 1 Review prior years & expand recreational programming
 - Sports tournaments
 - Disc golf
 - Beach operations
- 2 Improve the Parks Master Plan & Uses
 - Partnerships with Park Districts
 - Special Needs opportunities
 - Attract from region - think bigger

Improve Financial Health & Balance the Budget

- 1 Revenue expansion without increasing property taxes
 - Review fee structures
- 2 Review Expenses
 - Efficient spending

Improve Police Facilities

- 1 Proceed with construction of new police facility
- 2 Better define objectives of project
 - Determine appropriate future use of existing building

Develop the small business community

- 1 Expand beyond Alg/LITH Chamber
- 2 Improve business relations
 - Help businesses grow
 - Reestablish a Business Relations Committee
 - Recruit partners
 - Dedicate staff resources to improving relations
 - Improve communications



Village of Lake in the Hills

Strategic Goals and Objectives

Approved July 2021

Goal:

- Improve development opportunities throughout the Village.
 - **Objectives**
 - Develop plans identifying development opportunities and detail the feasibility, needs, and challenges of each opportunity.
 - Develop visual representations of how the potential development area will appear to give developers a better idea of the Village's plan and help to plan infrastructure needs.

Goal:

- Provide a wide array of outstanding parks and recreation programs to enhance quality of life for Village residents.
 - **Objectives**
 - Review prior year's successful programs and research current industry trends in recreation programs to effectively use existing and planned infrastructure and improve the demand for our programming.
 - Update and improve parks infrastructure to make the facilities more comprehensive and attract more regional users.
 - Create new partnerships with other parks and recreation organizations to improve the efficiency, effectiveness, and breadth of our programming.

Goal:

- Improve the financial health of all Village funds.
 - **Objectives**
 - Implement revenue growth without increasing property taxes for the average property owner.
 - Review current expenses to ensure the efficiency of spending.

Goal:

- Improve Police facilities to meet current requirements and anticipated needs for a minimum of the next twenty years.
 - **Objectives**
 - Define the needs and objectives of the project including proposals for vacated facilities.
 - Develop a financial plan and project timeline to start construction no later than 2025.

Goal:

- Improve the business climate for the small business community.
 - **Objectives**
 - Improve relations with the small business community to support their continued growth.
 - Expand support for the small business community beyond the local Chamber of Commerce.



REQUEST FOR BOARD ACTION

MEETING DATE: July 13, 2021

DEPARTMENT: Administration

SUBJECT: Resolution to Approve an Intergovernmental Agreement with the Crystal Lake Park District

EXECUTIVE SUMMARY

Staff is recommending that the Village consider entering into an Intergovernmental Agreement with the Crystal Lake Park District for the Joint Use of Facilities, which are the multi-passenger vehicles used for adult trip programming. This agreement encourages collaboration with the Park District to maximize the use of each agency's multi-passenger vehicle, thereby reducing costs and increasing the Village's ability to serve the residents.

Under this agreement, the Village and the Park District will work together to jointly plan trips for both Lake in the Hills and Crystal Lake residents. In circumstances where Lake in the Hills is unable to fill the capacity of our bus with our own patrons, we will accept patrons from the Park District as space allows. Likewise, if the Village is at capacity for our bus with a waitlist, the Park District will accept our patrons as space allows. If both agencies have additional capacity, they agree that a single bus may be used to provide transportation for the patrons of both. Further collaboration would also include coordination and facilitation of all activities for the assigned trip, and supervision of participants of co-op groups in case of an emergency.

The agreement is for an initial one-year term ending June 9, 2022; however, it will automatically renew for additional one-year terms unless notice is provided 60 days prior to renewal. The Village may terminate the agreement at any time with 60 days written notice.

At their June 3rd meeting, the Parks & Recreation Board voted 6-0 in favor of recommending approval.

FINANCIAL IMPACT

Ultimately, the Village expects this program to help minimize losses associated with the advanced purchase of ticketed trip events.

ATTACHMENTS

1. Resolution
2. Proposed Intergovernmental Agreement

RECOMMENDED MOTION

Motion to Approve the Resolution to Approve an Intergovernmental Agreement for the Joint Use of Facilities by and Between the Crystal Lake Park District and the Village of Lake in the Hills.

VILLAGE OF LAKE IN THE HILLS

RESOLUTION NO. 2021-_____

**A Resolution Approving an Intergovernmental Agreement
for the Joint Use of Facilities
By and Between the Crystal Lake Park District
and the Village of Lake in the Hills.**

WHEREAS, the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate amongst themselves and with individuals, associations and corporations in any manner not prohibited by law or ordinance (Illinois Constitution of 1970, Article VII, §10); and

WHEREAS, Section 8-18 of the Park District Code of Illinois (70 ILCS 1205/8-18) provides that park districts have the power and authority to develop, operate, finance and participate in joint recreational programs with park districts and municipalities and to enter into joint agreements pertaining thereto, including the joint use of facilities and equipment and the securing of liability insurance in connection with such use; and

WHEREAS, the Village of Lake in the Hills (the "Village"), as a home rule unit, offers recreational programming to residents and has the authority to enter this Agreement for the welfare of the public, pursuant to the Illinois Constitution of 1970, Article VII, §6(a).

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this state and jointly with any public agency, including park districts and municipalities; and

WHEREAS, the Crystal Lake Park District ("Crystal Lake") and the Village each have a multi-passenger bus that is used to offer trip programs; and

WHEREAS, Crystal Lake and the Village have mutually determined that it would be in the best interests of the residents of their respective agencies to enter into this agreement for collaboration and combining of resources regarding trip programming.

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

SECTION 1: The foregoing recitals are hereby incorporated herein as if fully set forth as findings of the President and Board of Trustees.

SECTION 2: The Intergovernmental Agreement for the Joint Use of Facilities By and Between the Crystal Lake Park District and the Village of Lake in the Hills, attached hereto and by this reference incorporated herein and made a part hereof, shall be and thereby is approved.

SECTION 3. This Resolution shall be in full force and effect from and after its passage and approval in the manner provided by law.

Passed this 15th day of July 2021 by roll call vote as follows:

	Ayes	Nays	Absent	Abstain
Trustee Stephen Harlfinger	_____	_____	_____	_____
Trustee Bob Huckins	_____	_____	_____	_____
Trustee Bill Dustin	_____	_____	_____	_____
Trustee Suzette Bojarski	_____	_____	_____	_____
Trustee Diane Murphy	_____	_____	_____	_____
Trustee Wendy Anderson	_____	_____	_____	_____
President Ray Bogdanowski	_____	_____	_____	_____

APPROVED THIS 15TH DAY OF JULY, 2021

Village President, Ray Bogdanowski

(SEAL)

ATTEST:

Village Clerk, Shannon DuBeau

Published:

**INTERGOVERNMENTAL AGREEMENT FOR THE JOINT USE OF FACILITIES
BY AND BETWEEN THE CRYSTAL LAKE PARK DISTRICT
AND THE VILLAGE OF LAKE IN THE HILLS**

THIS AGREEMENT made and entered into this 10th day of June, 2021, by and between the Crystal Lake Park District, a unit of local government located in McHenry County, Illinois (hereinafter referred to as “Crystal Lake”), and the Village of Lake in The Hills, a home rule unit of local government in McHenry County, Illinois (hereinafter referred to as the “Village”),

WITNESSETH:

WHEREAS, the 1970 Illinois Constitution provides that units of local government may contract and otherwise associate amongst themselves and with individuals, associations and corporations in any manner not prohibited by law or ordinance (Illinois Constitution of 1970, Article VII, §10); and

WHEREAS, Section 8-18 of the Park District Code of Illinois (70 ILCS 1205/8-18) provides that park districts have the power and authority to develop, operate, finance and participate in joint recreational programs with park districts and municipalities and to enter into joint agreements pertaining thereto, including the joint use of facilities and equipment and the securing of liability insurance in connection with such use; and

WHEREAS, the Village, as a home rule unit, offers recreational programming to residents and has the authority to enter this Agreement for the welfare of the public, pursuant to the Illinois Constitution of 1970, Article VII, §6(a).

WHEREAS, Section 3 of the Intergovernmental Cooperation Act (5 ILCS 220/3) provides that any power or powers, privileges, functions, or authority exercised or which may be exercised by a public agency of the state may be exercised, combined, transferred, and enjoyed jointly with any other public agency of this state and jointly with any public agency, including park districts and municipalities; and

WHEREAS, Crystal Lake and the Village each have a multi-passenger bus that is used to offer trip programs; and

WHEREAS, Crystal Lake and the Village have mutually determined that it would be in the best interests of the residents of their respective agencies to enter into this agreement for collaboration and combining of resources regarding trip programming.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements as hereinafter set forth, which are hereby incorporated by reference in the terms of this Agreement, Crystal Lake and the Village hereby agree as follows:

1. **Joint Trip Programming.**

Crystal Lake and the Village agree to work together to plan trips for their residents and fill vacancies whenever practical, through joint trip programming. If either Crystal Lake or the Village is unable to fill the capacity of their bus with their own patrons, the agency with additional capacity will accommodate waitlisted patrons from the other agency as space allows. If both agencies have additional capacity, they agree that one bus may be used to provide transportation for the patrons of both.

2. **Conditions of Joint Use.**

Crystal Lake and the Village agree to do the following for jointly planned trips:

- Coordinate transportation as needed for waitlisted patrons
- Coordinate and facilitate all activities for the assigned trip
- Assist with coordination and facilitation of unassigned trip
- Supervise participants of co-op groups in case of an emergency
- Schedule and provide all details for the assigned trip in a timely matter in order to meet advertisement deadlines of coop groups
- Secure contracts, submit deposits, submit final payments and process any/all financial matters for assigned trip
- Invoice coop groups for trip fees based on participation for assigned trip

3. **Costs.**

At the time the joint trip is planned and prior to the purchase of tickets, both Crystal Lake and the Village will confirm the number of tickets they guarantee they will purchase. Each agency is responsible for the cost associated with those tickets, regardless of the number of registrations and will be invoiced accordingly by the agency who is designated to purchase the tickets.

4. **Term.**

This Agreement shall be effective from June 10, 2021 through June 9, 2022; provided that such term shall be automatically renewed for additional one (1) year terms unless either party provides the other party with written notice of its intent to terminate this Agreement not less than sixty (60) days prior to the end of the initial term or any renewal term. This Agreement may be terminated by either party at any time during the initial term or any renewal term by giving the other party not less than sixty (60) days written notice.

5. **Notices.**

Any and all notices required hereunder to be sent to Crystal Lake or the Village shall be served, in writing, by personal delivery or certified mail as follows:

Crystal Lake Park District
Attention: Executive Director
1 E. Crystal Lake Ave
Crystal Lake, IL 60014

Village of Lake in The Hills
Attention: Village Administrator
600 Harvest Gate
Lake in The Hills, IL 60156

6. **Liability and Insurance.**


Crystal Lake and the Village shall each, at their respective sole cost and expense, maintain liability insurance for their own respective agency in an amount no less than \$6 million, specifically including, without limitation, each agency's multi-passenger bus(es) which will be used in connection with this Agreement. For this purpose, it shall be acceptable for Crystal Lake or the Village to provide the necessary coverage through appropriate intergovernmental risk management pools or other methods. Either party may request that the other party provide it with satisfactory evidence to show that the such party currently has in effect the policy of insurance and coverage required to be purchased or provided hereunder, including satisfactory evidence that all premiums thereon have been paid.

7. **Amendments; Transferability; Counterparts.**

The agreements, covenants, terms and conditions herein contained may be modified only through the written mutual consent of the parties hereto. None of the terms or obligations stated in this Agreement may be transferred without the written consent of the other party, nor shall any obligation stated herein inure to the benefit of a third party. The parties may execute this Agreement in counterparts and may exchange signatures through electronic submission.


IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

CRYSTAL LAKE PARK DISTRICT
McHenry County, Illinois

By:  _____
Executive Director

VILLAGE OF LAKE IN THE HILLS
McHenry County, Illinois

By: _____
Village President

Attest:  _____
Department Head

Attest: _____
Village Clerk



REQUEST FOR BOARD ACTION

MEETING DATE: July 13, 2021

DEPARTMENT: Public Works

SUBJECT: Award a contract for Installation of Impact Attenuating Material

EXECUTIVE SUMMARY

Staff seeks Board approval to award a contract to McGinty Brothers, Inc. (McGinty Brothers) in the amount of \$24,354.00 to install impact attenuating material at Village playgrounds.

Public Works annually contracts with a service provider to install playground safety mulch, otherwise known as an Impact Attenuating Surface (IAS), at each Village-owned playground. Staff released a Request for Proposal (RFP) for these services on June 22, 2021 by posting it on the Village's website, sending it to sixty-four potential vendors, and publishing it in the Northwest Herald. Because few vendors have the equipment to complete the mulch installation, staff also called vendors that participated in past playground mulch bids to encourage their participation. The bid opening occurred on July 6, 2021 and McGinty Brothers was the only bidder at \$27,918.00. Contractors cited a backlog of projects as restrictions have eased coming out from under COVID-19 restrictions. A call to a company representative explaining the situation led to McGinty Brothers lowering their bid price to \$24,354.00.

The Village requires that the approved contractor use a device to blow the material in directly from their truck. While this does minimize the mess and disruption to traffic if the supplier deposits the material on the road and wheels it in, this method somewhat limits the number of responsive bidders and could lead to a higher cost. Finally, during preparation of the bid documents, a review of the purchasing requirements involving installation of this material indicated this project fell under prevailing wage which also increased the price.

The Village has contracted with McGinty Brothers in the past and has been satisfied with their service.

FINANCIAL IMPACT

The Village's 2021 budget includes \$24,140.00 for impact attenuating material. McGinty Brothers' revised bid of \$24,354.00 results in this action being just \$214.00 over the budgeted amount.

ATTACHMENTS

1. Bid Results
2. Recommendation to Award Memo
3. Bid Certification Form
4. Bid Reduction Letter

RECOMMENDED MOTION

Motion to award a contract for impact attenuating material to McGinty Bros. Inc. in the amount of \$24,354.00.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Scott Parchutz, Public Properties Superintendent
Date: July 6, 2021
Subject: RFP Results - 2021 Playground Impact Attenuating Surface Contract RFP

The RFP opening for the 2021 Playground Impact Attenuating Surface Contract was held at the Village of Lake in the Hills Public Works Facility today at 10:00 a.m. You and I attended the RFP opening along with Peter D'Agostino from the Village of Lake in the Hills and Brian Hissem from McGinty Bros., Inc. The Village received the following RFP submittal:

COMPANY	BID AMOUNT
McGinty Bros., Inc. (Long Grove, IL)	\$27,918.00

The RFP opening concluded at 10:06 a.m. The RFP submittal will be reviewed by Village staff and staff plan to make a recommendation to the Village Board of Trustees at an upcoming Committee of the Whole Meeting.

Lake in the Hills Public Works Department

MEMORANDUM

To: Tom Migatz, Public Works Director
From: Scott Parchutz, Superintendent of Public Properties
Date: July 7, 2021
Subject: Recommend to Award Impact Attenuating Surface Service to McGinty Brothers

Staff is seeking Board approval to award a contract to McGinty Brothers Inc. in the amount of \$24,354.00 for impact attenuating surface for Village playgrounds.

The Village posted it to the Village website and sent invitations to sixty-four companies. McGinty Bros. Inc. was the only bidder at \$27,918.00. The reason contractors stated for not bidding this year is a backlog of projects coming out from a year under Covid - 19 restrictions. Additionally, "Impact Attenuating Services" was recently classified as subject to prevailing wage by the Village's attorney.

The Village has contracted with McGinty Bros. Inc. many times and has been satisfied with their service.

- McGinty Bros. Inc. - ~~\$27,918.00~~ \$24,354.00 - Reduced

The Village's 2021 budget includes \$24,140.00 for Impact Attenuating Surface; However, McGinty bid \$27,918.00, which is \$3,778.00 over the budget. A call to McGinty's owner convinced them to lower their bid to \$24,354.00, which will only put the Village over budget by \$214.00.

Motion to award McGinty Bros. Inc., a contract for Impact Attenuating Surface Service in the amount of \$24,354.00.

APPENDIX 4

VILLAGE OF LAKE IN THE HILLS
BID CERTIFICATION FORM

2021 Playground Impact Attenuating Surface Contract

CONTRACTOR'S NAME: McGinty Bros., Inc.

ADDRESS: 3744 Cuba Rd Long Grove, IL 60047

1. COST OF WORK:

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

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

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

FOR THE LUMP SUM OF Twenty Seven Thousand Nine Hundred Eighteen Dollars (\$27,918.00)

[Include breakdown of unit and total prices for items as required.]

**Supplying and installing a total of 594 cubic yards at \$47.00 per cubic yard

2. COSTS:

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

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

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

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

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

The undersigned hereby also certifies that the bid follows all other applicable federal, state, and local laws.

3. DELIVERY REQUIREMENTS:

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

4. TIME OF COMPLETION:

The undersigned affirms and declares that if awarded the 2021 Playground Impact Attenuating Surface Contract, [he/she] will completely perform the contract in strict accordance with its terms and conditions No Later Than August 20, 2021, after notification of award of contract.

5. SPECIFICATIONS:

The undersigned will furnish all labor, material, equipment, and services necessary for said 2021 Playground Impact Attenuating Surface Contract, in accordance with the following specifications and drawings (if required) as attached.

6. CONDITIONS:

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

Dated at 9:00am this 6th day of July, 2021.

By: *Brian McGinty*
(Signature)

Its: President
Title

Brian McGinty, being duly sworn, deposes and states that he/she is the _____

President of McGinty Bros., Inc. and that the statement above is

true and correct. Subscribed and sworn before me this 6th day of July, 2021

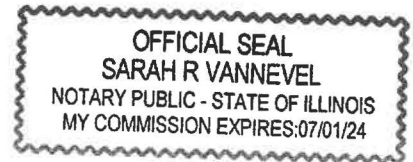
(NOTARY STAMP) *Sarah R VanNavel*
Notary Public

VILLAGE OF LAKE IN THE HILLS

Accepted this _____ day of _____, 20__

By: _____
(Signature)

Title: _____





Professional Lawn and
Plant Health Care

3744 Cuba Road. Long Grove

Illinois. 60047-7958

Ph. 847.438.5161 &

Fx. 847.438.1883

www.McGintyBros.com

Over 60 Years of Quality Lawn and Plant Care

7/8/2021

Village of Lake in the Hills

Attn: Scott Parchutz

9010 Haligus Road

Lake in the Hills, IL 60156

Dear, Scott:

McGinty Bros., Inc hereby reduces our per unit price from \$47.00 a cubic yard to \$41.00 per cubic yard for the 2021 Playground Impact Attenuating Surface Contract. This unit price change brings the contract total amount to \$24,354.00. If you need anything else, please contact me at 847-438-5161.

Thank you,

Brian McGinty

President



REQUEST FOR BOARD ACTION

MEETING DATE: July 13, 2021

DEPARTMENT: Executive

SUBJECT: Employment Agreement with Mary Frake for the position of Chief of Police

EXECUTIVE SUMMARY

Attached for your consideration is the proposed employment agreement for Mary Frake as the Chief of Police. The agreement is substantially the same as the agreement with the previous Chief of Police. The salary is adjusted to match the position point within the current salary schedule. All other benefits are the same as the previous contract.

FINANCIAL IMPACT

No additional to the current budgeted amounts.

ATTACHMENTS

Employment Agreement

RECOMMENDED MOTION

Motion to approve and authorize the Village President to execute an Employment Agreement with Mary Frake for the position of Chief of Police.

CHIEF OF POLICE EMPLOYMENT AGREEMENT

This Agreement, dated this 15th day of July, 2021, is entered into by and between the Village of Lake in the Hills, Illinois ("Village") and Mary Frake ("Chief") and supersedes all written or verbal discussions, between the Village and Chief.

Whereas, The Village is a home rule municipality as contemplated under Article VII, Section 6, of the Constitution of the State of Illinois, and is entering into this Employment Agreement as an exercise of its home rule powers and functions as granted in the Constitution of the State of Illinois.

In consideration of the mutual covenants, promises and agreements herein contained, the Village and Chief hereby agree as follows:

1. The Village agrees to employ, at will, Chief as its full-time Chief of Police. Chief agrees to accept such employment and to devote her full time and attention to and faithfully perform all the duties of Chief as, from time to time, may be prescribed by law or by direction of the Corporate Authorities of the Village, to the best of her abilities.

2. During the term of this Agreement, the Village agrees to provide Chief with a salary of \$152,896 payable by installments at the same time as other employees of the Village are paid. Chief's salary is subject to an annual performance review, merit increase, and/or cost-of-living adjustment, consistent with how management-level employees of the Village receive annual reviews and salary adjustments.

3. The term of this Agreement shall commence on July 15, 2021, and shall continue until May 8, 2025, unless otherwise modified or ninety (90) day written notice of nonrenewal is provided by the Village to Chief.

4. Either party may terminate this Agreement, at any time, as follows:

a. Separation With Cause: In the event the Village terminates this Agreement with cause, no severance pay or other non-accrued benefit will be paid or provided to Chief. Nothing in this paragraph shall limit the Village President or Village Board from suspending or placing Chief on administrative leave during the pendency of any investigation and determination in which just cause is reasonably suspected to exist.

b. Separation Without Cause: In the event the Village terminates this Agreement without cause, Chief shall be entitled to severance pay in an amount equal to twenty (20) weeks of her annual base salary at the time of such termination. Chief shall also be entitled to compensation for all accrued benefits to date, calculated based on Chief's annual base salary at the time of termination. Benefits terminate at the time of termination.

c. Chief may terminate this Agreement upon thirty (30) days' written notice to the Village, unless the parties agree otherwise. In the event Chief terminates this Agreement, Chief shall not be entitled to severance pay.

5. Any lawsuit filed relating to this Agreement, shall be subject to the exclusive jurisdiction and venue in the 22nd Judicial Circuit of McHenry County, Illinois, except claims with federal jurisdiction which shall be subject to the exclusive jurisdiction and venue in the federal court for the Western Division of the Northern District of Illinois.

6. This text herein represents the entire agreement by and between the parties and may not be modified without written authorization and acknowledgement by both parties. Nothing herein is intended to preclude the parties from negotiating different or additional terms in subsequent renewal periods.

7. Unless otherwise provided herein or as would be reasonably implied to be limited herein, including *inter alia* to prevent the duplication of benefits, the Personnel Rules and Regulations of the Village, as may be amended from time to time but not in any matter inconsistent with the terms of this agreement, shall apply to the employment of Chief.

8. Chief does not, by nature of this Agreement, have a vested interest or right in employment other than what is prescribed herein. Chief further does not have a right or entitlement, by nature of this Agreement, to be appointed by the Corporate Authorities of the Village as Village Chief of the Village.

9. If any provision or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement or a portion thereof, shall be deemed severable, with the remainder of the portion, provision, and Agreement unaffected and remaining in full force and effect.

IN WITNESS WHEREOF, the Village and Chief have executed this Agreement on the date above first written.

Village of Lake in the Hills

Chief of Police

By: _____
Ray Bogdanowski, President

By: _____
Mary Frake