



PUBLIC MEETING NOTICE AND AGENDA
COMMITTEE OF THE WHOLE MEETING

OCTOBER 25, 2022

7:30 P.M

AGENDA

1. Call to Order
2. Pledge of Allegiance
3. Audience Participation
The public is invited to make an issue-oriented comment on any matter of public concern. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
 - A. Administration
 1. Ordinance Amending Chapter 33, Section 33.08B “Number of Licenses Issued” – Mori Contemporary-Sushi d/b/a Mori Sushi
 2. Arden Rose Plat of Vacation and Plat of Easement
 - B. Police
 1. Side Letter of Agreement with Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills
 - C. Public Works
 1. Amendment to the Grant Agreement for the Woods Creek Reach 11 Project
5. Board of Trustees
6. Village President
7. Adjournment

MEETING LOCATION

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village’s facilities, should contact the Village’s ADA Coordinator at (847) 960-7410 [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: October 25, 2022

DEPARTMENT: Administration

SUBJECT: Ordinance Amending Chapter 33, Section 33.08B "Number of Licenses Issued" of the Municipal Code

EXECUTIVE SUMMARY

Attached please find an Ordinance amending Section 33.08B of the Municipal Code providing for an additional Class A Liquor License for Mori Contemporary-Sushi d/b/a Mori Sushi. A Class A Liquor License allows for the retail sale of alcoholic liquor in restaurants, hotels, or country clubs, for consumption on the premises where sold. The Village currently has seven businesses with a Class A Liquor License:

Boulder Ridge Country Club
AMC Movie Theatre
Lily Garden
Bistro Wasabi
Alfredo's
Dino's Pizza & Pasta
Taqueria Taquitos

Mori Sushi previously had a Class A Liquor License issued to them from May 1, 2020 through April 30, 2021. During the pandemic, when businesses were not allowed to have indoor dining, Mori Sushi opted against renewing their Liquor License for the 2021/2022 Term. When indoor dining resumed with capacity limits, they struggled to hire staff and chose to continue with carryout/delivery options only. The business is now ready to open the restaurant back up for indoor dining and would like to restore their liquor license. They have provided the Village with an application, requesting a Class A Liquor License for the remaining six months of the 2022/2023 liquor license term.

FINANCIAL IMPACT

The \$2,000.00 fee for the Class A Liquor License is prorated for the remaining six months of the 2022/2023 Liquor License term, bringing the cost to \$1,000.00.

ATTACHMENTS

1. Proposed Ordinance

RECOMMENDED MOTION

Motion to approve an Ordinance amending Chapter 33, Liquor Control and Liquor Licensing, Section 33.08B "Number of Licenses Issued" of the Lake in the Hills Municipal Code to increase the Class A Liquor Licenses allowed within the Village from seven to eight.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2022-_____

**An Ordinance Amending Chapter 33, Liquor Control and
Liquor Licensing, Section 33.08B "Number of Licenses Issued"
of the Lake in the Hills Municipal Code**

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

WHEREAS, the Village of Lake in the Hills has reviewed the number of liquor licenses issued for each classification of license available to business establishments within the Village; and

WHEREAS, the Village President and Board of Trustees of the Village desire to amend Chapter 33.08B of the Municipal Code to update the maximum number of Class A licenses; and

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 Section 33.08B "Number of Licenses issued" of the Lake in the Hills Municipal Code shall be amended to read as follows:

**33.08 CLASSIFICATIONS, FEES, AND DAILY AND EVENT PERMITS, AND
AUXILIARY LICENSES**

B. NUMBER OF LICENSES ISSUED: There shall be in the Village not more than:

- Class A: ~~Eight~~Seven Licenses
- Class A-1: One License
- Class A-2: Four licenses
- Class A-3: One License
- Class B: Ten Licenses
- Class B-1: Zero Licenses
- Class C: Two Licenses
- Class D: Two Licenses
- Class E: One License
- Class E-1: One License

Class F: One License
 Class G: Zero Licenses
 Class H: Zero Licenses
 Class BWT: Zero Licenses
 Class BWT-1: Zero Licenses
 Class MBP: Zero Licenses

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 25th day of October 2022 by roll call vote as follows:

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

APPROVED THIS 25TH DAY OF OCTOBER, 2022

 Village President, Ray Bogdanowski

(SEAL)

ATTEST:

 Village Clerk, Shannon DuBeau
 By Deputy Village Clerk, Nancy Sujet

Published: _____



REQUEST FOR BOARD ACTION

MEETING DATE: October 25, 2022

DEPARTMENT: Public Works

SUBJECT: Arden Rose Plat of Vacation and Plat of Easement

EXECUTIVE SUMMARY

Arden Rose Management, Inc. is requesting Board approval of a plat of vacation and plat of easement which vacates certain areas previously designated as a bicycle and pedestrian path easement, establishes a new location for such a potential bicycle and pedestrian path, and establishes other easements, such as for public utilities and stormwater management on its property, which is intended to be a senior living facility.

Further clarification will still be required on the most recent version of such plat; however, the property owner wishes to install utilities prior to the ground being frozen. Accordingly, their request would require that the Board approve the plat of vacation and plat of easement for Arden Rose Management Inc. subject to the following considerations:

- 1) such plat being modified to reflect the pedestrian way and bike path easement being cross hatched along the south western perimeter of the subject property, consistent with the plat's legend in the lower left hand corner of such survey depicting the bike and pedestrian path being cross hatched; and
- 2) removal of the text reflecting that the vacation of the bike path below the southern, curved perimeter of the subject property.

FINANCIAL IMPACT

None.

ATTACHMENTS

1. Arden Rose Plat of Vacation and Plat of Easement

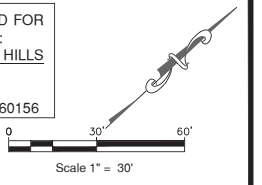
RECOMMENDED MOTION

Motion to approve the plat of vacation and plat of easement for Arden Rose Management Inc. subject to: 1) such plat being modified to reflect the pedestrian way and bike path easement being cross hatched along the south western perimeter of the subject property, consistent with the plat's legend in the lower left hand corner of such survey depicting the bike and pedestrian path being cross hatched; and 2) removal of the text reflecting the vacation of the bike path below the southern, curved perimeter of the subject property.

PLAT OF VACATION & PLAT OF EASEMENT

P.I.N. 19-21-300-061

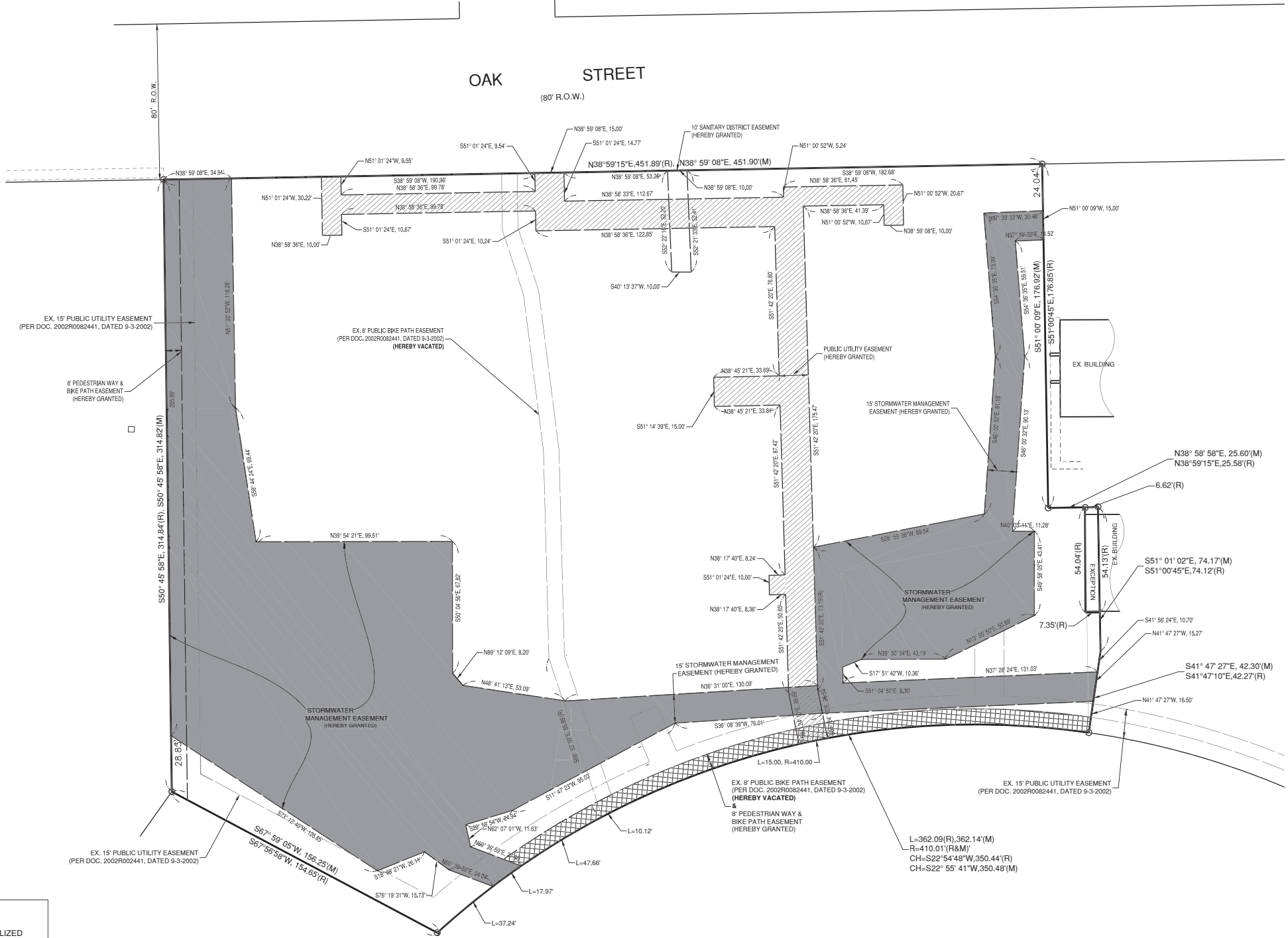
THIS PLAT HAS BEEN SUBMITTED FOR RECORDING BY AND RETURN TO:
 NAME: VILLAGE OF LAKE IN THE HILLS
 CLERK
 ADDRESS: 600 HARVEST GATE
 LAKE IN THE HILLS, IL 60156



IN
 PARENT PARCEL DESCRIBED AS FOLLOWS:
 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. 93R018151, 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, 301.24 FEET TO THE PLACE OF BEGINNING; THENCE CONTINUING NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 451.89 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 45 SECONDS EAST, 176.85 FEET; THENCE NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST, 25.58 FEET; THENCE SOUTH 51 DEGREES 00 MINUTES 45 SECONDS EAST, 74.12 FEET; THENCE SOUTH 41 DEGREES 47 MINUTES 10 SECONDS EAST 42.27 FEET; THENCE SOUTHEASTERLY 362.09 FEET ALONG A NON-TANGENT CURVE TO THE LEFT, HAVING A RADIUS OF 410.00 FEET CHORD LENGTH OF 350.44 FEET AND BEARS SOUTH 22 DEGREES 54 MINUTES 48 SECONDS WEST; THENCE SOUTH 67 DEGREES 56 MINUTES 58 SECONDS WEST ALONG A NON-TANGENT LINE, 154.65 FEET; THENCE NORTH 50 DEGREES 45 MINUTES 48 SECONDS WEST, 314.84 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



PROPERTY LOCATION



NOTE:
 THE EASEMENTS THAT HAVE PREVIOUSLY BEEN EITHER MEMORIALIZED OR RECORDED AGAINST THE PROPERTY AND RELATIVE TO BICYCLE AND PEDESTRIAN PATH EASEMENTS ON THE SUBJECT PROPERTY SHALL BE VACATED. THEY WERE RECORDED AS DOCUMENT NUMBER 2002R0082441.

- LEGEND**
- — INDICATES IRON PIPE FOUND
 - R= — INDICATES RADIUS OF CURVE
 - L= — INDICATES ARC LENGTH
 - — STORMWATER MANAGEMENT EASEMENT
 - ▨ — PUBLIC UTILITY EASEMENT
 - ▩ — PEDESTRIAN WAY & BIKE PATH EASEMENT

GERALD L. HEINZ & ASSOCIATES, INC.
 CONSULTING ENGINEERS & LAND SURVEYORS
 206 NORTH RIVER STREET
 EAST DUNDEE, ILLINOIS 60118

NO.	DATE	REVISIONS	NO.	DATE	REVISIONS
1.	02-24-21	PER SANITARY DISTRICT COMMENTS	5.	10-21-22	PER VILLAGE COMMENTS
2.	01-10-22	PER VILLAGE COMMENTS			
3.	03-22-22	PER VILLAGE COMMENTS			
4.	09-07-22	PER VILLAGE COMMENTS			

PLAT OF VACATION & PLAT OF EASEMENT
 700 E. OAK STREET
 LAKE IN THE HILLS, ILLINOIS

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DATE:	07/30/2020
JOB NO.:	E-2594
SCALE:	1"=30'
SHEET	1 OF 2



REQUEST FOR BOARD ACTION

MEETING DATE: October 25, 2022

DEPARTMENT: Police

SUBJECT: Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills

EXECUTIVE SUMMARY

The collective bargaining agreement with the Metropolitan Alliance of Police Chapter #90 expires on April 30, 2024. The department and patrol officer's union have been in collaborative discussions regarding concerns with the current assignment of call back shifts. Call back shifts are essentially overtime shifts which are necessary to maintain the minimum staffing levels on the patrol shifts. The discussions have centered on working to reduce the call back shifts being forced on the same set of officers, providing for time off during day off blocks when these call back shifts are required, and providing for call back opportunities based on seniority.

The following modifications to the existing collective bargaining agreement must be made to facilitate the change under Section 7.2 Hours of Work. The section will be modified to read that an officer who either volunteers or is forced to work a call back shift will not be required to work a second overtime shift during the same consecutive block of regularly scheduled days off. The section has further been modified to state that call back shifts will be offered on a seniority basis provided that the officer has had at least twelve hours off before the shift vacancy.

FINANCIAL IMPACT

None

ATTACHMENTS

1. Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills

RECOMMENDED MOTION

Motion to approve the Side Letter of Agreement between Metropolitan Alliance of Police, Lake in the Hills, Chapter 90, and the Village of Lake in the Hills

**SIDE LETTER OF AGREEMENT BETWEEN
METROPOLITAN ALLIANCE OF POLICE, LAKE IN THE HILLS POLICE
CHAPTER #90 AND THE VILLAGE OF LAKE IN THE HILLS**

This Side Letter of Agreement (the "Side Letter") is entered into by and between the Metropolitan Alliance of Police, Lake in the Hills Police Chapter #90 (MAP), and the Village of Lake in the Hills, an Illinois municipal corporation, (the "Village").

WHEREAS, the parties have engaged in collaborative discussions regarding concerns with the current assignment of call back shifts and related matters; and

WHEREAS, the parties have reviewed the language in Section 7.2 of the Collective Bargaining Agreement in effect (CBA) and have identified provisional changes which the parties hope improve call back shifts and assignments; and

NOW THEREFORE, the parties agree as follows:

1. The preamble clauses are hereby adopted and incorporated into the substantive terms of this Side Letter as if fully restated herein.
2. The parties agree that Section 7.2 "Hours of Work" of the CBA shall be provisionally amended to read as follows:

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 officers. The average total number of regular hours in a 14-day pay period will be 80 hours. The normal workday may be based on an 8.5 or 12-hour work schedule.

Nothing in providing these shifts schedules as stated in the above sentence shall be considered a past practice or shall otherwise abrogate what is the management right for the Chief of Police to set the hours of work. If operationally feasible, the Chief of Police shall provide six months' notice prior to implementing changes to the normal workday, noting, however, without limitation, that a change in the workday based on assignments can be made at any time.

A. 12-Hour Shift Schedule:

1. Officers assigned to a 12-hour shift will work a shift of hours recommended by staff assigned to 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. 12 hours will be paid with 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 officer would be paid out the time over 80 hours as overtime.
 - c. Should an officer's meal be interrupted based on an emergency or other official

work assignment, that officer 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 officers on a two week cycle as follows:
 - a. One week would have the officer working the 12-hour shift beginning on Monday, Tuesday, Friday, Saturday, and Sunday, with no work on Wednesday or Thursday.
 - b. The other week would have the officer working the 12-hour shift beginning on Wednesday and Thursday, with no work on Monday, Tuesday, Friday, Saturday, or Sunday.
 - c. Officers who work a patrol overtime or patrol call back shift will not be forced to work a second overtime or call back shift during the same consecutive block of regularly scheduled days off (“day off block”), but may voluntarily select to work a second overtime shift or call back shift during the same day off block. For example, an officer with the least seniority on their day off block who worked a patrol overtime or a patrol call back shift on Friday, would not be forced to work a second day, Saturday or Sunday, during their day off block. In such event, the forced work shift, as described in subparagraph (d), below, would move to the next officer with the least seniority. Other assignments, such as special traffic unit assignments, non-patrol assignments, and special event assignments do not apply in this section.
 - d. Officers will be called in seniority order from the most to least to volunteer for the call back shift, excluding all Officers who have not had at least twelve (12) hours off immediately prior to the shift vacancy. If no Officer should volunteer for the call back shift, the Sergeants on their days off will be called in seniority order from most to least to accept the call back shift. If no Sergeant should accept the call back shift, the detectives will be called in seniority order from most to least to accept the call back shift. If no detective accepts the call back shift, the officer with the least amount of seniority who has had a minimum of twelve (12) hours off after their last work shift will be mandated to work, provided that they have not had a prior mandate as noted in section 2 (c). Nothing in this paragraph changes the limitation on callback shifts otherwise contained in this Section. Nonetheless, situations may arise where an Officer may be called back if there are not enough available Officers to cover minimum staffing requirements.
 - An Officer who does not answer the phone for a voluntary callback will be passed on the list and may not bump a less senior Officer, who has already volunteered for the assignment, by returning the call later.
 - e. Limitation on Call Back Shifts: Officers may not work more than seven (7) consecutive days on patrol duty, unless required to maintain minimum staffing requirements and/or during an emergency event. Other assignments, such as special traffic unit assignments, non-patrol assignments, and special event assignments are not restricted.
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 officer who would be regularly scheduled off Wednesday and Thursday, due to the rotation, could take Monday, Tuesday, Friday, Saturday, and Sunday off (60 total vacation hours), or if the regular schedule would only have the officer working Wednesday and Thursday, the officer could take the Wednesday and Thursday off (24 total hours). An officer need not schedule all working days off in the week, and an officer 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.

4. Holiday Benefit Time: Will be paid as it is now at 8.0 hours or 4.0 hours as outlined in Section 10.1. Officer's working on an enumerated holiday will be compensated as outlined in Section 10.2.

B. 8.5-Hour Shift Schedule:

Officers not assigned to the 12-hour work schedule will be assigned an 8.5-hour work schedule as follows;

- a. The shift will consist of 8.5 hours with two paid 15 minutes breaks and one unpaid 30 minute lunch.
- b. Officers 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 officer's meal be interrupted based on an emergency or other official work assignment, that officer shall be entitled to repeat his/her break. No assignments of a non-emergency nature shall be made for an officer who is on their assigned lunch break.
- d. If an officer misses a lunch break that cannot be rescheduled during the shift the officer is entitled to overtime for all hours worked over eighty (80) in the fourteen (14) day pay period.

C. Additional Provisions of All Schedules:

1. Training: Training will be consolidated in some cases. For example, firearms may consist of both rifle and handgun training combined. Where possible, training will be done on shift. Some training will be scheduled on certain days off per team, but will be done so only as reasonably necessary.
2. Special Events Nothing in the schedule changes impairs or limits management designating certain dates to be blacked out to ensure staffing levels are adequate for special events, such as festivals. Officers will be given an opportunity to volunteer, but if volunteers are not sufficient, then officers may be assigned to work. If staffing levels are met, the blackout may be lifted at management's discretion.
3. An officer that is contacted via telephone or text message by a supervisor regarding work-related matters while off-duty shall be compensated. That officer shall receive 0.25 hours of compensatory time for being contacted unless communications last longer than 0.25

hours, that officer shall receive compensatory time equal to that time. This will not apply to calls made by a supervisor to advise an officer about an IMMEDIATE schedule change or to request the officer to come into work for an assignment outside of the officer's work schedule.

3. The parties agree that there is full and fair consideration by entering this Side Letter and that the intention of this Side Letter is to otherwise maintain, in full force and effect, the CBA as it exists, and that no section or provision of the CBA shall be affected. The provisional changes described herein are intended to continue in effect until the sooner of: (a) a successor CBA is entered by the parties, at which point the original, status quo language of Section 7.2 is subject to modification through collective bargaining; or (b) operational needs warrant a return to the original, status quo procedure(s) as directed by the Chief of Police.

[SIGNATURE PAGE FOLLOWS]

Metropolitan Alliance of Police,
Lake in the Hills Police Chapter #90,

Village of Lake in the Hills

By: _____

By: _____

Its: _____

Mary M. Frake, Chief of Police
Village of Lake in the Hills

Date: _____

Date: _____

Z:\L\LITH\PoliceDepartment\SideLetterHoursofWork.docx



REQUEST FOR BOARD ACTION

MEETING DATE: October 25, 2022

DEPARTMENT: Public Works

SUBJECT: Amendment to the Grant Agreement for the Woods Creek Reach 11 Project

EXECUTIVE SUMMARY

Staff seeks Board approval on an amendment to the grant agreement between the Village and the Illinois Environmental Protection Agency (IEPA) for the Woods Creek Reach 11 project.

The Woods Creek Reach 11 Project is a necessary next step in an extensive restoration of the streambanks leading to Woods Creek Lake in order to improve the water quality of the lake and reduce the need for continual costly dredging of the lake bed. IEPA identified this as a high-priority project, qualifying it for 60% grant funding through an IEPA 319 grant. This has been a regional effort with both Crystal Lake and Algonquin making significant investments in restoring the streambanks within their communities that also feed in our lake.

The first phase of restoration in Lake in the Hills began in 2019 with the Reach 10 project. Reach 11, which is currently in progress, is a continuation of that work extending the restoration efforts to the east up to Randall Rd. The remaining segment is Reach 12, which begins on the east side of Randall Road and extends to the lake itself. Once all three segments are completed, the Village will be able to successfully dredge Woods Creek Lake and begin seeing the benefits of this investment.

On November 10, 2020, the Board approved a 319-grant agreement for the Reach 11 project with the IEPA. The project was initially delayed while staff waited several months longer than anticipated to find out if the Village would be receiving the grant. The project was further delayed earlier this year when U.S. Army Corps of Engineers discovered the long-eared bat in the construction zone. They postponed the tree removal portion of the project until August 1st, to minimize impacts to this endangered species. Due to the project delays mentioned above, the attached 319-grant agreement amendment is necessary to extend the project completion date from October 31, 2022 to September 30, 2023. This additional time allows for substantial construction completion by the end of this year, native plantings and punch list completion in the spring of 2023, followed by grant paperwork completion.

FINANCIAL IMPACT

None.

ATTACHMENT

1. Amendment to the Grant Agreement for the Woods Creek Reach 11 Project

RECOMMENDED MOTION

Motion to approve an amendment to the grant agreement between the Village and the Illinois Environmental Protection Agency (IEPA) for the Woods Creek Reach 11 project.

AMENDMENT TO THE GRANT AGREEMENT



**BETWEEN
THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PROTECTION AGENCY
AND
VILLAGE OF LAKE IN THE HILLS**

WOODS CREEK RESTORATION PROJECT – PHASE 2

The Illinois Environmental Protection Agency (Grantor), with its principal office at 1021 North Grand Avenue East, P.O. Box 19276, Springfield, Illinois 62794-9276, and Village of Lake in the Hills, (Grantee), with its principal office at 9010 Haligus Road, Lake in the Hills, Illinois 60156 and payment address (same), hereby agree that the following amendment (Amendment) shall amend the Grant Agreement (Agreement), which is described below. Grantor and Grantee are collectively referred to herein as “Parties” or individually as a “Party.”

All terms and conditions set forth in the original Agreement and any subsequent amendment, but not amended herein, shall remain in full force and effect as written. In the event of a conflict, the terms of this Amendment shall prevail. This Amendment is authorized by Paragraph 26.5 of the Agreement.

WHEREAS, it is the intent of the Parties to perform consistent with all terms herein and pursuant to the duties and responsibilities imposed by Grantor under the laws of the State of Illinois and in accordance with the terms, conditions and provisions hereof.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements contained in the Agreement and herein, and for other good and valuable consideration, the value, receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

**ARTICLE I
AWARD AND AMENDMENT INFORMATION AND CERTIFICATION**

1.1. Original Agreement. The Agreement, numbered 3192012, has an original term from December 1, 2020, to October 31, 2022.

1.2. Prior Amendments. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: NA, Effective Date: NA.

1.3. Current Agreement Term. The Agreement expires on September 30, 2023, unless terminated pursuant to the Agreement.

1.4. Item(s) Altered. Identify which of the following Agreement elements are amended herein (check all that apply):

- | | |
|---|--|
| <input type="checkbox"/> Exhibit A (Project Description) | <input type="checkbox"/> Exhibit F (Performance Standards) |
| <input checked="" type="checkbox"/> Exhibit B (Deliverables/Milestones) | <input type="checkbox"/> Exhibit G (Specific Conditions) |
| <input type="checkbox"/> Exhibit C (Payment) | <input type="checkbox"/> PART TWO (Grantor-Specific Terms) |
| <input type="checkbox"/> Exhibit D (Contact Information) | <input type="checkbox"/> PART THREE (Project-Specific Terms) |
| <input checked="" type="checkbox"/> Exhibit E (Performance Measures) | <input type="checkbox"/> Budget |
| <input checked="" type="checkbox"/> Award Term | <input type="checkbox"/> Funding Source |
| <input type="checkbox"/> Award Amount | <input checked="" type="checkbox"/> Other (specify): <u>COVID-19</u> |

1.5. Effective Date. This Amendment shall be effective on NA. If an effective date is not identified in this Paragraph, the Amendment shall be effective upon the last dated signature of the Parties.

1.6. Certification. Grantee certifies under oath that (1) all representations made in this Amendment are true and correct and (2) all Grant Funds awarded pursuant to the Agreement shall be used only for the purpose(s) described therein, including all subsequent amendments. Grantee acknowledges that the Award is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of the Agreement and repayment of all Grant Funds.

1.7. Signatures. In witness whereof, the Parties hereto have caused this Amendment to be executed by their duly authorized representatives.

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY

VILLAGE OF LAKE IN THE HILLS

By: _____
John J. Kim, Director by Jacob Poeschel, CFO

By: _____
Signature of Authorized Representative

Date: _____

Date: _____

Printed Name: John J. Kim by Jacob Poeschel, CFO

Printed Name: _____

Printed Title: Director by CFO

Printed Title: _____

E-mail: _____

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

**ARTICLE II
AMENDMENTS**

- 2.1. Exhibit B Changes. Exhibit B is amended as detailed in the attached new Exhibit B.
- 2.2. Exhibit E Changes. Exhibit E is amended as detailed in the attached new Exhibit E.
- 2.3. Award Term Changes. This Agreement shall be effective on December 1, 2020, and shall expire on September 30, 2023, unless terminated pursuant to this Agreement.
- 2.4. Other: COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Grantee shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

EXHIBIT B
DELIVERABLES OR MILESTONES

<u>Description</u>	<u>Completion Date</u>
PROJECT COORDINATION	
1. Project Coordination	June 30, 2023
BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION	
2. BMP Documentation Form (Part 1) and Design	March 31, 2021
O&M Plan	March 31, 2021
Sign Design	March 31, 2021
Landowner Agreement	March 31, 2021
Complete Implementation of BMPs	May 31, 2023
BMP Documentation Form (Part 2) w/Invoices and Photo Documentation	June 30, 2023
PROJECT REPORT	
3. Draft Project Report	May 31, 2023
Final Project Report	June 30, 2023
OTHER DIRECTED ACTIVITIES	
Periodic Performance and Financial Reports	Quarterly as stipulated

EXHIBIT E

PERFORMANCE MEASURES

Under this Agreement, the Grantee shall complete* the following tasks.

*All submissions shall be sent to the Grantor Contact as identified in Exhibit D of this Agreement and shall be submitted electronically unless otherwise specified by the Grantor.

PROJECT COORDINATION

1. Serving as the lead agency, the Grantee shall coordinate the implementation of the nonpoint source pollution control best management practice (BMP) designs as developed and approved under Item 2 of this Agreement. The Grantee shall ensure that the designs are consistent with the goals of the Woods Creek Watershed-Based Plan and the Illinois' Nonpoint Source Management Program.

BEST MANAGEMENT PRACTICE (BMP) IMPLEMENTATION

2. The Grantee shall complete Part I of the BMP Documentation Form (Part I) and compile all design supplemental information (Design) for the BMPs identified in Exhibit A of this Agreement. The Design shall include all plans and specifications, operation and maintenance plans (O&M Plan), a description of installation and construction techniques, and materials to be used (including plant species).

The Design shall meet the requirements of at least one of the following documents: 1) the current Natural Resources Conservation Service (NRCS) Technical Guide and Engineering Field Manual, 2) the Illinois Urban Manual, and/or 3) the Native Plant Guide for Streams and Stormwater Facilities in Northeastern Illinois. The Design shall be certified by a registered professional engineer or NRCS staff unless the Grantee obtains a written waiver from this certification requirement from the Grantor.

Part I and the Design shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2021. Upon Grantor's request, Part I and the Design shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the BMP Design is approved by the Grantor.

An O&M Plan shall be developed to ensure the long-term viability (no less than 10 years) for the BMPs implemented under this Agreement. The O&M Plan shall identify inspection needs and management activities such as sediment and debris removal, replacement of vegetation and hardware, chemical treatment, etc. The O&M Plan shall identify both coordinating (i.e., local governments) and participating (i.e., citizen groups, landowners) parties to carry out inspection and management needs, as well as the financial resources necessary for implementation of the O&M Plan.

The O&M Plan shall be submitted by the Grantee to the Grantor for review and approval by March 31, 2021. Upon Grantor's request, the O&M Plan shall be re-submitted containing all required modifications by the Grantee to the Grantor for review and approval. No activities related to BMP implementation shall be started until the O&M Plan is approved by the Grantor.

The Grantee shall design a sign which acknowledges the participating agencies and identifies Section 319 of the Clean Water Act as a funding source of the project. The Grantee shall complete and submit a sign design to the Grantor for review and approval by March 31, 2021. The Grantee shall erect the sign prior to the installation of the BMP(s) and for a period thereafter as mutually agreed upon by the Grantee and the Grantor.

The Grantee shall secure any necessary permits prior to the implementation of the Design developed under Item 2 of Exhibit E of this Agreement. In the event that the Grantee does not own the entire project site, the Grantee shall enter into legally binding agreements with participating landowners to ensure that the BMPs are maintained as designed and that the O&M Plans are implemented for no less than 10 years from the implementation of the BMPs. The Grantee shall submit a draft of the agreement to the Grantor for review and approval by March 31, 2021. The Grantee shall submit a copy of the executed agreement(s) to the Grantor prior to the implementation of the BMP.

The Grantee shall complete the implementation of the BMPs by May 31, 2023. Upon completion of the BMPs, the Grantee shall complete and submit Part II of the BMP Documentation Form with all supporting documentation to the Grantor by June 30, 2023. Support documentation includes invoice and photographic documentation.

PROJECT EVALUATION AND REPORT

3. The Grantee shall evaluate and prepare a report on the success of the Woods Creek Restoration Project in terms of water quality. The report shall document the project tasks, implementation schedule, and budget. For all BMP implementation developed under Item 2 of this Agreement, the report shall include pre and post conditions, type and location of practices, plans and specifications, the O & M Plan, a description of installation and construction techniques, and materials used (including plant species). The draft report shall be completed and submitted by the Grantee to the Grantor for review and approval by May 31, 2023. The final report shall be completed and two (2) paper copies and one (1) electronic copy submitted by the Grantee to the Grantor by June 30, 2023.