

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:	
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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: <u>EightSeven</u> 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 $25^{\rm th}$ day of October 2022 by roll call vote as follows:

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

APPROVED THIS 25TH DAY OF OCTOBER, 2022

(SEAL)	_	Village	President,	Ray	Bogdanowski
ATTEST:	Village Clerk, By Deputy Villa			ıjet	

Published:



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.

PARENT PARCEL DESCRIBED AS FOLLOWS:

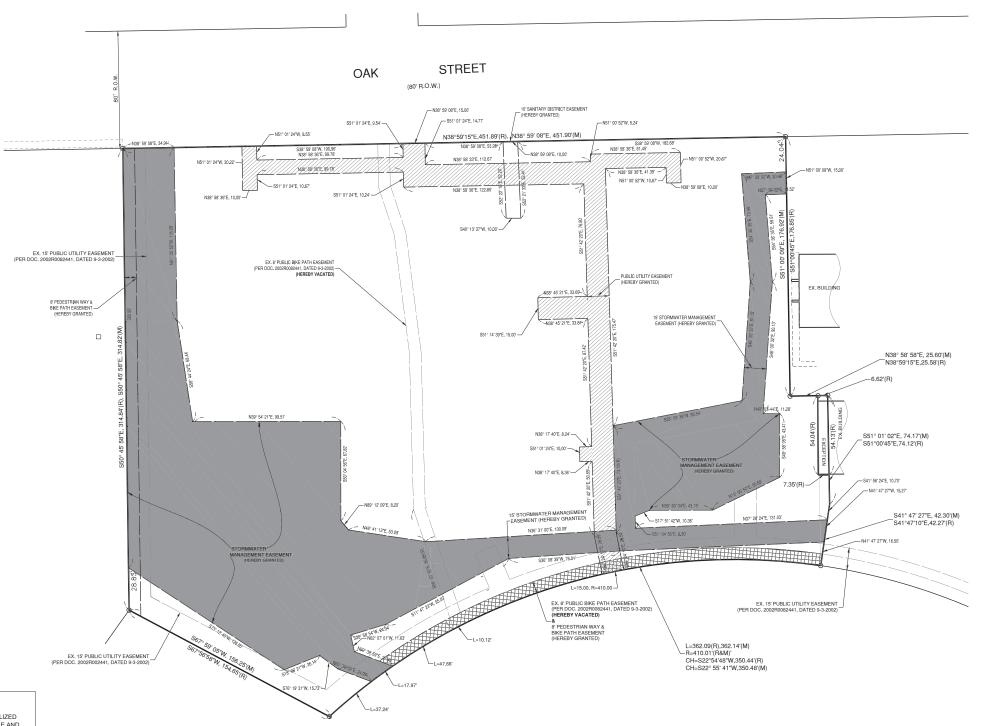
PART OF THE WEST HALF OF SECTION 21, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, LYING SOUTHWESTERLY OF THE SOUTHWEST RIGHT-OF-WAY LINE OF PYOTT ROAD, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF LOT 105 OF CRYSTAL CREEK PHASE 3, BEING A SUBDIVISION OF THE SAID 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 SOUTH 65 DEGREES 45 MINUTES 48 SECONDS WEST; THENCE SOUTH 67 DEGREES 56 MINUTES 58 SECONDS WEST, 314.84 FEET TO THE PLACE OF BEGINNING, IN MCHENRY COUNTY, ILLINOIS.



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



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.

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

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				
NO.	DATE	REVISIONS	NO.	DATE	REVISIONS	
1	1			1		

700 E. OAK STREET
LAKE IN THE HILLS. ILLINOIS

PLAT OF VACATION & PLAT OF EASEMENT

This drowing is copyrighted and is the sole property of GERALD L. HEINZ & ASSOCIATES INC. property of GERALD L. HEINZ & ASSOCIATES INC. in port and/or the information concluded in it is forbidden without the written consent of GERALD L. HEINZ & ASSOCIATES, INC. Unouthorized use will be prosecuted to the full-set setted of the bar.

LEGEND

O _ INDICATES IRON PIPE FOUND

R= _ INDICATES RADIUS OF CURVE

CURVE L= — INDICATES ARC LENGTH

— STORMWATER
MANAGEMENT EASEMENT

- PUBLIC UTILITY EASEMENT

PEDESTRIAN WAY & BIKE PATH EASEMENT

PEDESTRIAN WAY AND BICYCLE PATH EASEMENT PROVISIONS

A PERMANENT EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO THE VILLAGE OF LAKE IN THE HILLS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, ARE HEREBY GIVEN EASEMENT RIGHTS OVER ALL AREAS ON THE PLAT MARKED " PEDESTRIAN WAY EASEMENT" (PWE), " BICYCLE PATH EASEMENT" (BPE) OR " PEDESTRIAN WAY AND BICYCLE PATH EASEMENT", TO CONSTRUCT, INSTALL, RECONSTRUCT, REPAIR, REMOVE, REPLACE, INSPECT, MAINTAIN AND OPERATE PEDESTRIAN AND BICYCLE TRAILS, PAVED OR UNPAVED, FOR THE USE AND ENJOYMENT OF THE GENERAL PUBLIC.

THE ABOVE NAMED ENTITIES ARE HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DESCRIBED FOR THE USES HEREIN SET FORTH AND THE RIGHT TO CUT, TRIM, OR REMOVE ANY TREES, SHRUBS OR OTHER PLANTS WITHIN THE EASEMENT AREAS HEREIN GRANTED WHICH INTERFERE WITH THE CONSTRUCTION, INSTALLATION, RECONSTRUCTION, REPAIR, REMOVAL, REPLACEMENT, INSPECTION, MAINTENANCE AND OPERATION THEREOF. LAKE IN THE HILLS IS ALSO HEREBY GRANTED THE RIGHT TO ENTER UPON EASEMENTS HEREIN DECRIBED TO PERFORM MAINTENANCE ON THE PATH AND WITHIN THE EASEMENT ITSELF, INCLUDING LANDSCAPING.

NO TEMPORARY OR PERMANENT BUILDINGS, STRUCTURES, FENCES OR OBSTRUCTIONS SHALL BE PLACED ON OR OVER SAID EASEMENTS.

IN THE EVENT THAT THE SURFACE OF THE PEDESTRIAN WAY AND BICYCLE PATH EASEMENT IS DAMAGED BY A PUBLIC UTILITY OTHER THAN THE VILLAGE, SUCH THIRD-PARTY PUBLIC UTILITY SHALL BE SOLEY RESPONSIBLE FOR UNDERTAKING ALL NECESSARY SAFETY MEASURES IN CONNECTION WITH SUCH UTILITY WORK ALONG WIT THE RESPONSIBILITY TO RESTORE THE GRADE AND SURFACE OF SUCH PEDESTRIAN WAY AND BICYCLE PATH EASEMENT PRIOR TO SUCH WORK HAVING BEEN UNDERTAKEN TO ITS CONDITION, TO THE EXTENT REASONABLY POSSIBLE. SUCH THIRD-PARTY PUBLIC UTILITY SHALL INDEMNIFY AND HOLD HARMLESS THE VILLAGE FROM ANY AND ALL ACTION AND JUDGMENTS ARISING FROM SUCH THIRD-PARTY PUBLIC UTILITY, ITS CONTRACTOR OR CONSULTANT UNDERTAKING WORK WITHIN THE PEDESTRIAN WAY AND BICYCLE PATH EASEMENT AREA AS WELL AS ANY INJURY OR DEATH RELATING TO SUCH WORK OR THE CONDITION OF THE SURFACE OR GRADE WHILE SUCH WORK IS UNDERTAKEN. IN THE EVENT THERE IS AN INCONSISTENCY OR CONFLICT WITH ANY OTHER PROVISION ON THIS PLAT, THIS PROVISION SHALL CONTROL, GOVERN AND PREVAIL. THE OWNER SHALL NOT BE HELD RESPONSIBLE TO REPAIR ANY DAMAGES TO THE EASEMENT THAT WERE CAUSED BY THE PUBLIC UTILITY COMPANY, ITS AGENTS OR CONTRACTORS. FURTHER, IT SHALL BE THE VILLAGE'S SOLE RESPONSIBILITY TO ENFORCE THIS PROVISION.

THE OWNER OF RECORD SIGNING THIS PLAT OF VACATION AND PLAT OF EASEMENT, FOR GOOD AND VALUABLE CONSIDERATION, HEREBY GRANTS TO THE VILLAGE OF LAKE IN THE HILLS, AN ILLINOIS MUNICIPAL CORPORATION (THE "VILLAGE"), THE OPTION TO ACQUIRE FEE SIMPLE TITLE TO ALL OF THE LAND SITUATED WITHIN THE PEDESTRIAN WAY AND BICYCLE PATH EASEMENT AT ANY TIME PRIOR TO JANUARY 1, 2055. THIS OPTION IS A COVENANT WHICH RUNS WITH THE LAND UNTIL DECEMBER 31, 2054. IF THE VILLAGE IN ITS SOLE DISCRETION ELECTS TO EXERCISE SUCH OPTION, IT SHALL DO SO BY SENDING THE OWNER OF RECORD WRITTEN NOTICE NOTIFYING THE OWNER OF RECORD OF THE VILLAGE'S ELECTION TO EXERCISE SUCH OPTION. IN TURN, WITHIN 30 DAYS FROM THE DATE OF SUCH WRITTEN REQUEST, THE OWNER OF RECORD SHALL DELIVER THE VILLAGE A SIGNED, NOTARIZED AND RECORDABLE WARRANTY DEED WITH A LEGAL DESCRIPTION OF ALL OF THE LAND SITUATED WITHIN THE PEDESTRIAN WAY AND BICYCLE PATH CONVEYING FEE SIMPLE TITLE TO THE VILLAGE, SUBJECT ONLY TO THE UTILITY EASEMENTS DEPICTED IN THIS PLAT OF VACATION AND PLAT OF EASEMENT, AND PROPERTY TAXES ARISING FOR THE TIME PERIOD AFTER THE DATE OF RECORDING OF SUCH DEED, AND NOT SUBJECT TO ANY OTHER EASEMENT, ENCUMBRANCE, MORTGAGE OR COVENANT. TIME IS OF THE ESSENCE. THE OWNER OF RECORD SHALL COOPERATE WITH THE VILLAGE TO EXECUTE ANY OTHER REASONABLY REQUESTED DOCUMENTATION TO EFFECTUATE SUCH CONVEYANCE OF SUCH LAND TO THE

STORMWATER MANAGEMENT EASEMENT PROVISIONS

A PERPETUAL, PERMANENT, IRREVOCABLE EASEMENT FOR STORMWATER MANAGEMENT IS HEREBY GRANTED TO THE VILLAGE OF LAKE IN THE HILLS, ITS SUCCESSORS AND OR ASSIGNS, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THAT PART OF THE HEREON CAPTIONED PROPERTY DESIGNATED ON THE PLAT AND MARKED AS " STORMWATER MANAGEMENT EASEMENT" OR " SME"

2.29 ACRE FEET OF STORMATER DETETNION/RETENTION VOLUME AS PROVIDED FOR IN THIS PARCEL OF PROPERTY FOR THE PURPOSES OF STORMWATER DETENTION/RETENTION MANAGEMENT OF STORMWATER DETENTION/RETENTION AND CONVEYANCE OF STORMWATER TO THE

DETENTION/RETENTION BASINS, AND, IF NECESSARY, FOR THE MAINTENANCE OF THE CONVEYANCE ROUTES AND THE DETENTION/RETENTION BASINS INCLUDING ANY AND ALL OVERFLOW ROUTES.

ON WHICH THE FACILITIES EXIST IN ACCORDANCE WITH MUNICIPAL ORDINANCES AND THE APPROVED FINAL ENGINEERING IMPROVEMENT PLANS. TOGETHER WITH THE RIGHT OF ACCESS THERETO FOR THE PERSONNEL AND EQUIPMENT NECESSARY AND REQUIRED FOR SUCH USES AND PURPOSES, AND TOGETHER WITH THE RIGHT TO CUT, TRIM, OR REMOVE TREES, BUSHES AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENTAL TO THE RIGHTS HEREIN GIVEN AND THE RIGHT TO ENTER UPON THIS PROPERTY FOR ALL SUCH PURPOSES.

NO ACTION, WITHOUT WRITTEN PERMISSION FROM THE VILLAGE OF LAKE IN THE HILLS, SHALL BI TAKEN WHICH WOULD PROHIBIT, HINDER, INTERFERE WITH, BLOCK, RE-ROUTE, DIMINSH, OR LESSEN OR RENDER INEFFECTIVE, IN ANY MANNER OR FORM, THE RIGHTS OR THE EXERCISE OF THE RIGHTS AS CONFERED HEREIN. NO GRADING, BUIDINGS, SIGNS, CONDUITS, CABLES, WIRES, SEWERS, PIPES, WATERMAINS, VAULTS, TRANSMISSIONS LINES, FENCING, LANDSCAPING, OR OTHER SUCH FEATURES. FACILITIES OR STRUCTURES SHALL BE PLACED IN SUCH A MANNER AS TO BE IN CONFLICT WITH THE RIGHTS OR THE EXERCISE OF THE RIGHTS CONFERRED HEREIN. THE RESERVATION AND THE RIGHTS AS CONFERRED HEREIN SHALL BE OVER THE ENTIRE AREA DESIGNATED ON THIS PLAT AND SHALL TAKE PRECEDENT OVER ANY AND ALL OTHER EASEMENT OR EASEMENTS OR LAND ENCUMBRANCES THAT MAY BE CONFFERED BY THIS PLAT, INCLUDING SPECIFICALLY, BUT WITHOUT LIMITATION, ANY OTHER BLANKET EASEMENTS PROVIDED FOR THIS PLAT.

ENCROACHMENT OF ANY KIND WITHIN SAID EASEMENT IS PROHIBITED UNLESS THE VILLAGE OF LAKE IN THE HILLS HAS DETERMINED SAID ENCROACHMENT WILL NOT INTERFERE WITH THE PROPER FUNCTION OF SAID FACILITIES. THE VILLAGE SHALL HAVE THE RIGHT, BUT NOT THE OBLIGATION, TO ENTER WITH PERSONNEL AND EQUIPMENT UPON SAID EASEMENT AT ANY TIME FOR THE PURPOSES OF ACCESS TO AND INSPECTION OF THE STORMWATER MANAGEMENT FACILITIES LOCATED WITHIN SAID EASEMENT.

THE OWNER OF THE PROPERTY SHALL MAINTAIN AND MAKE ANY NECESSARY REPAIRS TO THE STORMWATER EASEMENT PURSUANT TO VILLAGE ORDINANCE AND ESTABLISHED MAINTENANCE PRACTICES, IF THE OWNER FAILS TO MAINTAIN SAID FACILITIES AND, AFTER RECEIPT OF NOTICE FROM THE VILLAGE OF SAID FAILURE, THE OWNER FAILS TO MAKE REQUIRED REPAIRS IN A REASONABLE PERIOD OF TIME, THE VILLAGE MAY MAKE THE REQUIRED REPAIRS AND SEEK REIMBURSEMENT FROM THE OWNER FOR THE COSTS INCURRED BY THE VILLAGE TO MAKE THE REPAIR AND/OR FILE A LIEN ON

STORMWATER MANAGEMENT SHALL FOLLOW THE SEPARATE MAINTENANCE PLAN THAT IS RECORDED WITH THE PROPERTY.

SANITARY DISTRICT EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO LAKE IN THE HILLS SANITARY DISTRICT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE STRIPS OF GROUND, AS SHOWN BY DASHED LINES ON THE PLAT, THE WIDTHS OF WHICH ARE SHOWN, AND MARKED 'SANITARY DISTRICT EASEMENT.' TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN UNDERGROUND CONDUITS AND CABLES, AND SEWERS WITH ALL NECESSARY MANHOLES, VALVES, AND OTHER COUPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH SANITARY SEWER SERVICE; THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT. RENEW, OPERATE AND MAINTAIN WITHIN SAID FASEMENT AREA SAID MANHOLES, VALVES AND OTHER ALIVES AND MINISTER OF THE RIGHT IS HERE BY GRANTED TO CUT DOWN AND REMOVE OR TRIIM AND KEEP TRIIMMED ANY TREES, SHRUBS, OR SAPINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT, ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD. IT IS FURTHER UNDERSTOOD THE ABOVE EASEMENTS SHALL BE EXCLUSIVE TO THE LAKE IN THE HILLS SANITARY DISTRICT

NO PERMANENT BUILDINGS OR OTHER STRUCTURES SHALL BE PLACED IN THE EASEMENTS, BUT OWNERS OF LOTS IN THIS DEVELOPMENT SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION.

PUBLIC UTILITY EASEMENT PROVISIONS

AN EASEMENT IS HEREBY RESERVED FOR AND GRANTED TO LAKE IN THE HILLS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, WITHIN THE STRIPS OF GROUND, AS SHOWN BY DASHED LINES ON THE PLAT, THE WIDTHS OF WHICH ARE SHOWN, AND MARKED "PUBLIC UTILITY EASEMENT." TO INSTALL, LAY, CONSTRUCT, RENEW, OPERATE AND MAINTAIN DRAINAGE, UNDERGROUND CONDUITS AND CABLES, SEWERS AND WATER MAINS WITH ALL NECESSARY MANHOLES, WATER VALVES, AND OTHER EQUIPMENT FOR THE PURPOSE OF SERVING THE SUBDIVISION AND OTHER PROPERTY WITH TELEPHONE, ELECTRIC, NATURAL, GAS, CABLE TELEVISION, WATER AND SANITARY SEWER SERVICE; THE RIGHT TO ENTER UPON THE LOTS AT ALL TIMES TO INSTALL, LAY, CONSTRUCT RENEW. OPERATE AND MAINTAIN WITHIN SAID EASEMENT AREA SAID CONDUITS. CABLES. MANHOLES WATER VALVES AND OTHER EQUIPMENT; AND FINALLY THE RIGHT IS HERE BY GRANTED TO CUIT DOWN AND REMOVE OR TRIM AND KEEP TRIMMED ANY TREES, SHRUBS, OR SAPLINGS THAT INTERFERE OR THREATEN TO INTERFERE WITH ANY OF THE SAID PUBLIC UTILITY EQUIPMENT. ALL INSTALLATIONS SHALL BE UNDERGROUND OR ON THE SURFACE, BUT NOT OVERHEAD. IT IS FURTHER UNDERSTOOD THE ABOVE EASEMENTS SHALL BE NON-EXCLUSIVE.

NO PERMANENT BUILDINGS OR OTHER STRUCTURES OR IMPROVEMENTS SHALL BE PLACED IN THE EASEMENTS, BUT OWNERS OF LOTS IN THIS DEVELOPMENT SHALL TAKE THEIR TITLES SUBJECT TO THE RIGHTS OF THE PUBLIC UTILITIES AND TO THE OWNERS OF OTHER LOTS IN THIS SUBDIVISION. IN THE EVENT THAT THE VILLAGE OF LAKE IN THE HILLS, AN ILLINOIS MUNICIPAL CORPORATION, OR ITS CONTRACTOR AND/OR CONSULTANT, UNDERTAKES ANY WORK TO INSPECT, ACCESS, REPAIR, INSTALL, RE-INSTALL OR REPLACE ANY OF ITS UTILITIES WITHIN A PUBLIC UTILITY EASEMENT ENCOMPASSING ANY PORTION OF THE REAL PROPERTY DESCRIBED OR DEPICTED IN ITHE SINAL PLAT, AND DISTURBS OR DAMAGES ANY SIDEWALK, OR PARKING LOT OR DRIVEWAY SURFACE, THE VILLAGE, ITS CONTRACTOR AND/OR CONSULTANT, SHALL NOT BE RESPONSIBLE OR LIABLE IN ANY WAY FOR REPLACING SUCH SIDEWALK OR DRIVEWAY OR PARKING LOT SURFACE, BUT RATHER, THE OWNER OF THE PROPERTY UNDERLYING SUCH SIDEWALK, PARKING LOT OR DRIVEWAY SURFACE, SHALL BE SOLELY RESPONSIBLE FOR REPLACING THE AFFECTED SIDEWALK OR PARKING LOT OR DRIVEWAY

AN EASEMENT FOR SERVING THE SUBDIVISION AND OTHER PROPERTY WITH ELECTRIC AND COMMUNICATION SERVICE IS HEREBY RESERVED FOR AND GRANTED TO COMMONWEALTH EDISON COMPANY

SBC TELEPHONE COMPANY, GRANTEES,

THEIR RESPECTIVE LICENSEES, SUCCESSORS AND ASSIGNS JOINTLY AND SEVERALLY, TO CONSTRUCT, OPERATE, REPAIR, MAINTAIN, MODIFY, RECONSTRUCT, REPLACE, SUPPLEMENT, RELOCATE AND REMOVE, FROM TIME TO TIME, POLES, GUYS, ANCHORS, WIRES, CABLES, CONDUITS, MANHOLES, TRANSFORMERS, PEDESTALS, EQUIPMENT CABINETS OR OTHER FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY, COMMUNICATIONS, SOLUNDS AND SIGNALS IN, OVER, UNDER, ACROSS, ALONG AND UPON THE SURFACE OF THE PROPERTY SHOWN WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) ON THE PLAT AND MARKED "EASEMENT", "UTILITY EASEMENT", "PUBLIC UTILITY EASEMENT", "PUBLIC OTHINITY EASEMENT", "PUBLIC OTHINITY EASEMENT", "PUBLIC ON THE PLAT AS" COMMON AREA OR AREAS", AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHTS TO INSTALL REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA REQUIRED SERVICE CONNECTIONS OVER OR UNDER THE SURFACE OF EACH LOT AND COMMON AREA OR AREAS TO SERVE IMPROVEMENTS THEREON, OR ON ADJACENT LOTS, AND COMMON AREA OR AREAS, THE RIGHT TO CUT, TRIM OR REMOVE TREES, BUSHES, ROOTS AND SAPLINGS AND TO CLEAR OBSTRUCTIONS FROM THE SURFACE AND SUBSURFACE AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES, OBSTRUCTIONS SHALL NOT BE PLACED OVER GRANTEES FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE DASHED OR DOTTED LINES (OR SIMILAR DESIGNATION) MARKED

" EASEMENT" , " UTILITY EASEMENT" ," PUBLIC UTILITY EASEMENT" ," P.U.E." (OR SIMILAR DESIGNATION)
WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED IN A MANNER SO AS TO INTERFERE WITH THE PROPER OPERATION AND MAINTENANCE THEREOF.

THE TERM "COMMON ELEMENTS" SHALL HAVE THE MEANING SET FORTH FOR SUCH TERM IN THE "CONDOMINIUM PROPERTY ACT", CHAPTER 765 ILCS 605/2(C), AS AMENDED FROM TIME TO TIME.

THE TERM " COMMON AREA OR AREAS" IS DEFINED AS A LOT, PARCEL OR AREA OF REAL PROPERTY THE BENEFICIAL USE AND ENJOYMENT OF WHICH IS RESERVED IN WHOLE OR AS AN APPORTIONMEN TO THE SEPARATELY OWNED LOTS, PARCELS OR AREAS WITHIN THE PLANNED DEVELOPMENT, EVEN TO THE SEPARATELY OWNED LOTS, PARILES OR AREAS WITHIN THE PLAINED DEVELOPMENT, EVEN THOUGH SUCH BE OTHERWISE DESIGNATED ON THE PLAIT BY TERMS SUCH AS "OUTLOTS", "COMMON ELEMENTS", "OPEN SPACE", "OPEN AREA", "COMMON GROUND", "PARKING" AND "COMMON AREA "TERM "COMMON AREA OR AREAS", AND "COMMON LELMENTS" INCLUDE REAL PROPERTY SURFACED WITH INTERIOR DRIVEWAYS AND WALKWAYS, BUT EXCLUDES REAL PROPERTY PHYSICALLY OCCUPIED BY A BUILDING, SERVICE BUSINESS DISTRICT OR STRUCTURES SUCH AS A POOL, RETENTION POND OR MECHANICAL EQUIPMENT.

RELOCATION OF FACILITIES WILL BE DONE BY GRANTEES AT COST OF THE GRANTOR/LOT OWNER, UPON WRITTEN REQUEST.

OWNER'S CERTIFICATE

STATE OF ILLINOIS)
) SS
COLINTY OF McHENRY	ì

This is to certify that the undersigned, is [are] the legal owner[s] of the land described on the plat hereon drawn and shown hereon as developed; that he [they] has [have] caused said land to be surveyed, developed, staked and platted as shown hereon, for the purpose of having this plat recorded as provided by law.

In witness where I [we] have hereunder set my [our] hand[s] of Signature[s] this _____day of___

Arden Rose Management, Inc

Laurel Sorenson, President

NOTARY CERTIFICATE

STATE OF ILLINOIS

COUNTY OF McHENRY

name or names are subscribed to the foregoing instrument as, __espectively appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act of said company for the uses and purposes therein set forth and said secretary did also then and there acknowledge that he or she as custodian of the corporate seal of said company did affit the said corporate seal of said pany to the said instrument as his or her own free voluntary act, and as the free and voluntary act of said company

Given under my hand and notarial seal, this _____day of _____A.D.__

SURVEYOR'S CERTIFICATE

STATE OF ILLINOIS

I, Joseph D. Heinz, an Illinois Professional Land Surveyor do hereby certify that I have surveyed the following described property, and that the plat of vacation and easement hereon drawn is a correct representation thereof, all distances are

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. SAID WEST HALF OF SECTION 21, ACCORDING TO THE PLAT THEREO FECORDED AS DEBUNDS AS SUBUNISION OF THE ASTRONOMY ON THE 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 OF DEDICATION OF OAK STREET AS SHOWN ON THE PLAT OF DEDICATION OF OAK STREET AS COUNTED THE PLAT OF DEDICATION OF OAK STREET AS SHOWN ON THE PLAT OF DEGINNING: THEREOR ENCORDED COTOBER 11, 1991 AS DOCUMENT NO. 918039095; THENCE NORTH 38 DEGREES 59 MINUTES 15 SECONDS EAST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE, 301 AS PEET; THENCE SOUTH SHORED CONTINING NORTH 38 DEGREES 96 MINUTES 15 SECONDS EAST ALONG SAID RIGHT-OF-WAY LINE, 451.89 FEET; THENCE SOUTH 51 DEGREES OF MINUTES 15 SECONDS EAST, 17.88 FEET; THENCE SOUTH 51 DEGREES 96 MINUTES 15 SECONDS EAST, 17.88 FEET; THENCE SOUTH 51 DEGREES 59 MINUTES 15 SECONDS EAST THENCE SOUTH 51 DEGREES 61 AS SECONDS EAST THENCE SOUTH 51 DEGREES 61 AS THE STREET THENCE SOUTH 51 DEGREES 50 MINUTES 10 SECONDS EAST AS THE STREET THENCE SOUTH 51 DEGREES 50 MINUTES 10 SECONDS EAST AS THE STREET THENCE SOUTH 51 DEGREES 50 MINUTES 10 SECONDS EAST AS THE STREET THENCE SOUTH 51 DEGREES 50 MINUTES 10 SECONDS EAST AS THE STREET THENCE SOUTH 51 DEGREES 55 MINUTES 10 SECONDS EAST AS THE STREET THENCE SOUTH 52 DEGREES 54 MINUTES 10 SECONDS WEST; THENCE SOUTH 57 DEGREES 55 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 56 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 56 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 56 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 56 MINUTES 58 SECONDS WEST, THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST; THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST, THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST, THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST, THENCE SOUTH 50 DEGREES 50 MINUTES 58 SECONDS WEST, THENCE SOUTH 50 DEGR

Containing total area, including R.O.W.'s: 149,725.9 Sq. Ft. (3.44 Acres)

This is also to certify that upon completion of construction, concrete monuments, as shown, and iron pipes at all lo corners and points of change in alignment will be set, as required by the Plat Act (765 ILCS 205/0,01 Fins is also to certify that the property, as described in the annexed plat, lies within the corporate limits of the Village of Lake in the Hills, Illinois, which has adopted a comprehensive plan.

This is to certify that based on information provided on the flood insurance rate map community-panel number 1711100335J, Map Effective date, November 16, 2006, produced by the federal emergency management agenc (FEMA) for mchenry county, Illinois, the property show and described heron is located within zone x, which is defined by fema as areas determined to be outside the 0.2% annual chance floodplain"

Given under my hand and seal at , Illinois this _____ day of Illinois Professional Land Surveyor

(SEAL)

SURFACE WATER STATEMENT

STATE OF ILLINOIS COUNTY OF MCHENRY)

TO THE BEST OF OUR KNOWLEDGE AND BELIEF, THE DRAINAGE OF SURFACE WATERS WILL NOT BE THE HANGED BY THE CONSTRUCTION OF SUCH DEVELOPMENT OR ANY PART THEREOF, OR, THAT IF SUCH SURFACE WATER DRAINAGE WILL BE CHANGED, REASONABLE PROVISIONS HAVE BEEN MADE FOR THE COLLECTION AND DISCHARGE OF SUBFACE WATERS INTO PUBLIC OR PRIVATE AREAS AND/OR DRAINS WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SLICH SUBFACE WATERS WILL BE PLANNED WHICH THE DEVELOPER HAS A RIGHT TO USE, AND THAT SOUT SURFACE WATERS WILL BE PLANNED FOR IN ACCORDANCE WITH GENERALLY ACCEPTED ENGINEERING PRACTICES SO AS TO REDUCE THE LIKELIHOOD OF SUBSTANTIVE DAMAGE TO THE ADJOINING PROPERTY BECAUSE OF THE CONSTRUCTION OF THE DEVELOPMENT.

DATED THIS _____ DAY OF ____

FLOOD HAZARD CERTIFICATE

ENGINEER OWNER OR ATTORNEY

I certify that none of the above described property is located in a flood hazard area as identified by the Federal

Illinois Professional Land Surveyor

COUNTY CLERK'S CERTIFICATE

STATE OF ILLINOIS

, _____, County Clerk in McHenry County, Illinois do hereby certify that there are no delinquent general axes, no unpaid current general taxes, no unpaid forfeited taxes, and no redeemable tax against any of the land included in

Given under my hand and seal of the County at Woodstock, Illinois, this ____ day of ____

McHenry County Clerk

McHENRY COUNTY RECORDER'S CERTIFICATE

STATE OF ILLINOIS

This instrument filed for record in the Recorder's office of McHenry County, Illinois, on this day of _____, A.D.___, at ____o'clock _M. and recorded as Document Number _____.

RECORDER OF DEEDS

BOARD OF TRUSTEE'S CERTIFICATE

STATE OF ILLINOIS COUNTY OF McHENRY)

The plat and dedications shown hereon are hereby approved by the Village of Lake in the Hills, Illinois, at a meeting held on the _____day of _______, A.D. ______.

Village President

VILLAGE TREASURER

My signature, as Treasurer of the Village of Lake in the Hills, certifies that there are no delinquent or unpaid, current or forfeited special assessments or any deferred installment thereof that have been apportioned against the land included in this Plat of Subdivision.

Village Treasurer

VILLAGE ENGINEER'S CERTIFICATE

STATE OF ILLINOIS

My signature, as Village Engineer for the Village of Lake in the Hills, certifies that this plat meets all the requirements of Village ordinances. Approved this _____ day of _______,A.D____.

Village Engineer

LAKE IN THE HILLS SANITARY

STATE OF ILLINOIS COUNTY OF MCHENRY

MY SIGNATURE, AS DISTRICT ENGINEER FOR THE LAKE IN THE HILLS SANITARY DISTRICT, CERTIFIES THAT THIS PLAT MEETS ALL REQUIREMENTS OF LAKE IN THE HILLS SANITARY DISTRICT ORDINANCES. APPROVED THIS

DISTRICT ENGINEER

LAKE IN THE HILLS SANITARY DISTRICT BOARD OF TRUSTEES CERTIFICATE

PLAT IS APPROVED AND DEDICATIONS SHOWN HEREON ARE HEREBY APPROVED BY THE LAKE IN THE HILLS SANITARY DISTRICT, MCHENRY COUNTY, ILLINOIS, AT MEETING HELD ON THE DAY OF

DISTRICT PRESIDENT

ATTEST:_____DISTRICT CLERK

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

2.	01-10-22	PER VILLAGE COMMENTS				
3.	03-22-22	PER VILLAGE COMMENTS				
4.	09-07-22	PER VILLAGE COMMENTS				
5.	10-21-22	PER VILLAGE COMMENTS				
NO.	DATE	REVISIONS	NO.	DATE	REVISIONS	

PLAT OF VACATION & PLAT OF EASEMENT

700 E. OAK STREET LAKE IN THE HILLS. ILLINOIS drowing is copyrighted and is the sale arty of GERALD L. HEINZ & ASSOCIATES, E-2594 SCALE NTS SHEET 2 OF 2



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 <u>IMMEDIATE</u> 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:



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



THE STATE OF ILLINOIS, ILLINOIS ENVIRONMENTAL PRTECTION AGENCY AND VILLAGE OF LAKE IN THE HILLS

WOODS CREEK RESTORATION PROJECT - PHASE 2

The <u>Illinois Environmental Protection Agency (Grantor)</u>, with its principal office at 1021 North Grand Avenue <u>East, P.O. Box 19276</u>, Springfield, Illinois 62794-9276, and <u>Village of Lake in the Hills</u>, (Grantee), with its principal office at <u>9010 Haligus Road</u>, <u>Lake in the Hills</u>, 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. <u>Original Agreement</u>. The Agreement, numbered <u>3192012</u>, has an original term from <u>December 1</u>, <u>2020</u>, to <u>October 31</u>, <u>2022</u>.
- 1.2. <u>Prior Amendments</u>. Below is the list of all prior amendments to the Agreement (mark N/A if none): Amendment Number: <u>NA</u>, Effective Date: <u>NA</u>.
- 1.3. <u>Current Agreement Term</u>. The Agreement expires on <u>September 30, 2023</u>, 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):		
	ibit A (Project Description)	Exhibit F (Performance Standards)
	ibit B (Deliverables/Milestones)	Exhibit G (Specific Conditions)
	ibit C (Payment)	☐ PART TWO (Grantor-Specific Terms)
	ibit D (Contact Information)	PART THREE (Project-Specific Terms)
Exh	ibit E (Performance Measures)	☐ Budget
Awa	ard Term	Funding Source
∐ Awa	ard Amount	Other (specify): <u>COVID-19</u>
1.5. this Paragraph,		shall be effective on \underline{NA} . If an effective date is not identified in upon the last dated signature of the Parties.
purpose(s) deso made solely upo be the basis for 1.7.	rrect and (2) all Grant Funds award cribed therein, including all subsection this certification and that any for immediate termination of the Agrangement of the Agra	ider oath that (1) all representations made in this Amendment ded pursuant to the Agreement shall be used only for the uent amendments. Grantee acknowledges that the Award is alse statements, misrepresentations, or material omissions shall element and repayment of all Grant Funds.
by their duly au	ithorized representatives.	
ILLINOIS ENVIR	CONMENTAL PROTECTION AGENC	VILLAGE OF LAKE IN THE HILLS
Ву:		Ву:
John J	J. Kim, Director by Jacob Poeschel, CFC	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:

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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. <u>Award Term Changes.</u> This Agreement shall be effective on <u>December 1, 2020,</u> 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 Stateowned 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.

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EXHIBIT B

DELIVERABLES OR MILESTONES

<u>Description</u>	Completion Date
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	June 30, 2023
Photo Documentation	
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 <u>March 31</u>, <u>2021</u>. 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 <u>March 31, 2021</u>. 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.