



PUBLIC MEETING NOTICE AND AGENDA  
COMMITTEE OF THE WHOLE MEETING

MARCH 10, 2020  
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 not otherwise on the agenda. The public comment may be no longer than 3 minutes in duration.
4. Staff Presentations
  - A. Administration
    1. Waiver request of Section 43.09, "Noise" of the Municipal Code - Woods Creek Tavern – Private Charity Event
    2. Ordinance Amending Chapter 33, Section 33.08 "Classification, Fees, and Daily and Event Permits, and Auxiliary Licenses" of the Municipal Code
  - B. Police Department
    1. Ordinance Amending Chapter 43, Renumbering Section 43.27, Penalty & Adding Section 43.27, Theft, of the Municipal Code
    2. Purchase Request for One Support Services Vehicle
    3. Illinois Law Enforcement Alarm System Mobile Field Force Basic Training Hold Harmless & Indemnification Agreement
  - C. Public Works
    1. Intergovernmental Agreement with Algonquin Township for the SSA 51 Project
5. Board of Trustees
  - A. Trustee Harlfinger
  - B. Trustee Huckins
  - C. Trustee Bogdanowski
  - D. Trustee Dustin
    1. Planning and Zoning Commission Liaison Report
  - E. Trustee Bojarski
  - F. Trustee Murphy
    1. Parks and Recreation Board Liaison Report
6. Village President

7. Audience Participation

8. Adjournment

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

The Village of Lake in the Hills is subject to the requirements of the Americans with Disabilities Act of 1990. Individuals with disabilities who plan to attend this meeting and who require certain accommodations so that they can observe and/or participate in this meeting, or who have questions regarding the accessibility of the meeting or the Village's facilities, should contact the Village's ADA Coordinator at (847) 960-7410 [TDD (847) 658-4511] promptly to allow the Village to make reasonable accommodations for those persons.

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



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Waiver request of Section 43.09, "Noise", of the Municipal Code - Woods Creek Tavern

## EXECUTIVE SUMMARY

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Attached please find a letter from David Abraham, President of Woods Creek Tavern, requesting a waiver of the provisions of Section 43.09 of the Municipal Code to allow music to be played for the Ride for Autism Speaks Charity Run event being held on Sunday, September 13, 2020 from 11am until 5pm at Woods Creek Tavern, 251 N. Randal Road. Woods Creek Tavern will be closed for normal business on that day to accommodate the private charity event.

Mr. David Abraham will be present at the March 10, 2020 Committee of the Whole meeting.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Request Letter

## RECOMMENDED MOTION

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Motion to waive the provisions of Section 43.09, "Noise" from 11am until 5:00pm for the Ride for Autism Speaks Charity Run event on September 13, 2020 at Woods Creek Tavern.

# WOODS CREEK



TAVERN

March 3, 2020

LITH Village Board  
600 Harvest Gate  
Lake in the Hills, IL 60156

RE: Ride for Autism Speaks Charity Run  
Sunday September 13, 2020  
Request for Variance of Village Code 43.09. NOISE

Dear Lake in the Hills Board Members,

Woods Creek Tavern is requesting a variance of Village Code 43.09, Noise. We would like to host a charity run with an outdoor event on Sunday September 13, 2020 for the Ride for Autism Speaks and their guests. This event would be held on our property at 251 N. Randall Rd. We are estimating between 400-700 people to attend.

We plan on closing for normal business that day to accommodate this private charity event. This event is scheduled to be from 11:00am – 5:00pm on Sunday September 13, 2020.

The plan calls for an outdoor tent with the live entertainment being “Wingfoot Band” based out of Montgomery, IL. They are an up and coming band that has performed at numerous social events, clubs and festivals. The band will perform from 12:30pm – 4:30pm.

We hope the board will look favorably upon our request to host this event to help benefit a worthy cause. If there is any additional information required, we would be more than willing to provide. Thank you in advance for your consideration.

Sincerely,

David Abraham  
President  
251 Pub, Inc.  
Woods Creek Tavern



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Administration

**SUBJECT:** Ordinance Amending Chapter 33, Section 33.08 "Classification, Fees, and Daily and Event Permits, and Auxiliary Licenses" of the Municipal Code

## EXECUTIVE SUMMARY

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The Attached ordinance creates a provision within Chapter 33, Section 33.08B that authorizes staff to update Chapter 33, Section 33.08B of the Municipal Code to immediately reduce the number of licenses allowed if a license is revoked, voluntarily surrendered, not renewed, or under any other circumstances an available, unissued license exists without bringing an ordinance to the Village Board for approval. This ordinance was prepared by the Village Attorney in order to ensure consistency and timeliness in the liquor license application and approval processes.

## FINANCIAL IMPACT

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None

## ATTACHMENTS

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1. Proposed Ordinance

## RECOMMENDED MOTION

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Motion to approve an Ordinance amending Chapter 33, Liquor Control and Liquor Licensing, Section 33.08 "Classification, Fees, and Daily and Event Permits, and Auxiliary Licenses, of the Lake in the Hills Municipal Code to Amend the Number of Licenses.

VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020- \_\_\_\_\_

An Ordinance Amending Chapter 33, Liquor Control and Licensing, Section 33.08, Classification, Fees, and Daily and Event Permits, and Auxiliary Licenses, of the Lake in the Hills Municipal Code to Amend the Number of Licenses

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

WHEREAS, the Village desires to amend the Lake in the Hills Municipal Code to automatically reduce the number of available liquor licenses when a license is terminated.

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 Chapter 33, Liquor Control and Licensing, Section 33.08, Classification, Fees, and Daily and Event Permits, and Auxiliary Licenses, of the Lake in the Hills Municipal Code shall be amended by adding the underline language to read as follows:

33.08 CLASSIFICATION, 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: Nine Licenses
- Class A-1: One License
- Class A-2: Three licenses
- Class A-3: One License
- Class B: Ten Licenses
- Class B-1: Zero Licenses
- Class C: Two Licenses
- Class D: Three Licenses
- Class E: One License
- Class E-1: One License
- Class F: One License
- Class G: Zero Licenses
- Class H: One License
- Class BWT: Zero Licenses
- Class BWT-1: Zero Licenses
- Class MBP: Zero Licenses

Upon issuance of a license by the Local Liquor Control Commissioner, with Village Board approval, the Code is thereby amended to increase the number of liquor licenses accordingly. Any time a license issued is revoked, voluntarily surrendered, not renewed, or an available, unissued license exists for any reason, the Code is thereby amended to reduce the number of authorized licenses to match the number of issued licenses in such classification.

...

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 and following the 30-day posting period, as required by State law.

Passed this 12 day of March 2020 by roll call vote as follows:

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

APPROVED THIS 12TH DAY OF MARCH, 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Police

**SUBJECT:** Ordinance Amending Chapter 43, Renumbering Section 43.27, Penalty, and Adding Section 43.27, Theft, of the Lake in the Hills Municipal Code

## EXECUTIVE SUMMARY

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A new theft section is proposed for Chapter 43 of the Municipal Code. The revision includes renumbering Section 43.27, Penalty, to Section 43.29. The revised Section 43.27, Theft, makes it unlawful to commit the offense of retail theft or theft of property not exceeding \$300. The ordinance language is similar to language in the Illinois Compiled Statutes, 720 ILCS 5/16-25, for Retail Theft and, 720 ILCS 5/16-1 Theft. The new section intends to provide officers with a local charging instrument for retail theft and theft of property not exceeding \$300.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Ordinance Amending Chapter 43

## RECOMMENDED MOTION

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Motion to approve the ordinance amending Chapter 43, renumbering Section 43.27, Penalty, and adding Section 43.27, Theft, of the Lake in the Hills Municipal Code.



VILLAGE OF LAKE IN THE HILLS

ORDINANCE NO. 2020 - \_\_\_\_\_

**An Ordinance Amending Chapter 43, Renumbering Section 43.27,  
Penalty, and Adding Section 43.27, Theft,  
of the Lake in the Hills Municipal Code**

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

WHEREAS, the Village has the authority to adopt ordinances and to promulgate rules and regulations that pertain to its government and affairs that protect the health, safety and welfare of the citizens.

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

SECTION 1: The facts and statements contained in the preamble to this Ordinance are found to be true and correct and are hereby adopted as part of this Ordinance.

SECTION 2: Section 43.27 "Penalty" is hereby renumbered as Chapter 43, Section 43.29 of the Municipal Code.

SECTION 3: A new section is hereby created to the Municipal Code, Chapter 43, Section 43.27 "Theft", that will read as follows:

**43.27 Theft**

- A. Retail Theft: It shall be unlawful to commit the offense of retail theft of property not exceeding \$300. A person commits the offense of retail theft when he or she knowingly:
1. Takes possession of, carries away, transfers or causes to be carried away or transferred, any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment with the intention of retaining such merchandise or with the intention of depriving the merchant permanently of the possession, use or benefit of such merchandise without paying the full retail value of such merchandise; or

2. Alters, transfers or removes any label, price tag, marking, indicia of value or any other markings which aid in determining value affixed to any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment and attempts to purchase such merchandise personally or in consort with another at less than the full retail value with the intention of depriving the merchant of the full retail value of such merchandise; or
3. Transfers any merchandise displayed, held, stored or offered for sale, in a retail mercantile establishment from the container in or on which such merchandise is displayed to any other container with the intention of depriving the merchant of the full retail value of such merchandise; or
4. Under-rings with the intention of depriving the merchant of the full retail value of the merchandise; or
5. Removes a shopping cart from the premises of a retail merchandise establishment without the consent of the merchant given at the time of such removal with the intention of depriving the merchant permanently of the possession, use or benefit of such cart; or
6. Represents to a merchant that he or she or another is the lawful owner of property, knowing that such representation is false, and conveys or attempts to convey that property to a merchant who is the owner of the property in exchange for money, merchandise credit or other property of the merchant; or
7. Uses or possesses any theft detection shielding device or theft detection device remover with the intention of using such device to deprive the merchant permanently of the possession, use or benefit of any merchandise displayed, held, stored or offered for sale in a retail mercantile establishment without paying the full retail value of such merchandise; or
8. If any person:
  - a. Conceals upon his or her person or among his or her belongings, unpurchased merchandise

displayed, held, stored or offered for sale in a retail mercantile establishment; and

- b. Removes that merchandise beyond the last known station for receiving payment for that merchandise in that retail mercantile establishment.
  9. Village police officers shall be permitted to photograph and fingerprint individuals suspected of violating this Section at the retail mercantile establishment.
  10. The merchandise shall be photographed for evidence purposes and returned to the merchant. These photographs shall be deemed primary evidence in the prosecution of individuals who violate this Section.
- B. General Theft: It shall be unlawful to commit the offense of theft of property not exceeding \$300. A person commits the offense of theft when he or she knowingly:
1. Obtains or exerts unauthorized control over property of the owner; or
  2. Obtains by deception control over property of the owner; or
  3. Obtains by threat control over property of the owner; or
  4. Obtains control over stolen property knowing the property to have been stolen or under such circumstances as would reasonably induce him to believe that the property was stolen; or
  5. Obtains or exerts control over property in the custody of any law enforcement agency which is explicitly represented to him by any law enforcement officer or any individual acting in behalf of a law enforcement agency as being stolen, and
    - a. Intends to deprive the owner permanently of the use or benefit of the property; or
    - b. Knowingly uses, conceals or abandons the property in such manner as to deprive the owner permanently of such use or benefit; or

- c. Uses, conceals, or abandons the property knowing such use, concealment or abandonment probably will deprive the owner permanently of such use or benefit.

SECTION 4: If any provision of this Ordinance, or the application of any provision of this Ordinance, is held unconstitutional or otherwise invalid, such occurrence shall not affect other provisions of this Ordinance, or their application, that can be given effect without the unconstitutional or invalid provision or its application. Each unconstitutional or invalid provision, or application of such provision, is severable, unless otherwise provided by this Ordinance.

SECTION 5: 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 12<sup>th</sup> day of March, 2020 by roll call vote as follows:

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

APPROVED THIS 12TH DAY OF MARCH, 2020

\_\_\_\_\_  
Village President, Russ Ruzanski

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk, Cecilia Carman

Published: \_\_\_\_\_



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Police

**SUBJECT:** Purchase Request for One Support Services Vehicle

## EXECUTIVE SUMMARY

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The police department budgeted to purchase one vehicle for the support services division based on the identified needs of the division.

The Community Relations/Crime Prevention Division engages in numerous off site events, Village events and festivals that require transporting personnel and supplies to successfully represent the police department and provide services. Additionally, the support services division assigns department personnel to attend numerous offsite trainings throughout the year. The department historically repurposed two vehicles removed from the patrol division due to age, miles and wear to be utilized for these support services division assignments. Due to the poor condition of one of the repurposed vehicles it is no longer suitable for use.

The Ford Escape was identified as a vehicle that meets the needs of the division, the vehicle provides adequate seating, cargo space and fuel efficiency to accommodate the needs of the support services division.

The Suburban Purchasing Cooperative (SPC) Governing Board, a joint purchasing program, was approved the award of SPC Contract #165 with Currie Motors Fleet for the 2020 Ford Escape S front wheel drive vehicle with options at a price of \$21,577.00.

## FINANCIAL IMPACT

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The 2020 General Fund Capital Budget includes \$ 22,800.00 for the purchase of one vehicle. The total cost of the Ford Escape is \$21,577.00, this is \$1,223.00 under the budgeted amount.

## ATTACHMENTS

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1. SPC 2020 2020 Ford Escape Price List Order Form
2. SPC 2020 Ford Escape Vehicle Contract 165 Extension

## RECOMMENDED MOTION

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Motion to approve the purchase through the Suburban Purchasing Cooperative of one (1) Ford Escape vehicle from Currie Motors Fleet of Frankfort, IL for \$21,577.00.



**2020 Ford Escape S Front Wheel Drive  
Contract# 165**



Currie Motors Fleet

*“Nice People to Do Business With”*

Visit our new website

[www.curriecommercial.com](http://www.curriecommercial.com)

Order Cut- Off: TBD

Contract # 165



**Currie Motors Frankfort**

**SPC Contract Winner**

**2020 Ford Escape S Front Wheel Drive**

**Contract #165**

**Call Tom Sullivan (815) 464-9200**

**Standard Package: 20,885.00**

Warranty: 3 Years 36,000 miles Bumper to Bumper/ 5 Years 60,000 Power train

Free Delivery within 50 Miles  
Climate Control  
Advance Trac w/RSC  
Power Windows Power Locks  
Remote Keyless-Flip Key  
Side View Mirrors-Power Glass  
AM/FM/CD- SYNC  
Variable Intermittent- Wipers  
Rear Defroster  
Electric Power Assist Steering  
Cruise Control  
Ford Pass Connect-4G LTE Wi-Fi  
Personal Safety System  
17" Steel Wheels  
6-Way Manual Adjust Drivers Seat  
Cloth Front Bucket Seats  
60/40 Split-Fold-Flat Rear Seats  
Rotary Gear Shift Dial  
Center Console w/Armrest

Front Carpeted Floor Mats  
Anti-Lock Brakes-w/Post  
Collision Braking  
Frt/Rr Stabilizer Bar  
Halogen Headlamps  
Solar Tinted Glass  
Battery Saver Feature  
Message Center  
Sun Visors w/Dual Mirrors  
Tilt and Telescoping Wheel  
1.5L Eco boost w/ Auto Start-Stop  
Technology  
8-Speed Automatic Transmission  
Body Color Rear Spoiler  
SecuriLock Passive Anti-Theft  
Tire Pressure Monitoring System  
3-Power Points  
Mini Spare Tire  
Rear View Camera

**Available Models**

<input type="checkbox"/>	Escape SE All Wheel Drive	23,986.00
<input type="checkbox"/>	Escape SE FHEV All Wheel Drive	26,715.00

**Options**

<input type="checkbox"/>	Cargo Mat	86.00
<input type="checkbox"/>	Block Heater	33.00
<input type="checkbox"/>	Day Time Running Lights	42.00
<input type="checkbox"/>	Floor Liners	119.00
<input type="checkbox"/>	Privacy Glass	261.00
<input checked="" type="checkbox"/>	Reverse Sensing System	232.00
<input type="checkbox"/>	Easy Access Cargo Shade	128.00
<input checked="" type="checkbox"/>	Rustproofing (Sound Shield N/A)	295.00
<input type="checkbox"/>	17" Shadow Silver-painted Aluminum Wheels	565.00
<input type="checkbox"/>	Wheel Locking Lug Nuts	71.00
<input type="checkbox"/>	Cargo Management System-S model only	375.00
<input type="checkbox"/>	Remote Start-late availability	470.00
<input type="checkbox"/>	Splash Guards-late availability	199.00
<input type="checkbox"/>	CD Rom Shop Manual	295.00
<input type="checkbox"/>	3 year/100000 Mile Powertrain Care Warranty	1195.00
<input type="checkbox"/>	5 year/60,000 Mile Base Care Warranty	1395.00
<input checked="" type="checkbox"/>	Delivery >50 miles	165.00
<input type="checkbox"/>	Municipal Plates M___MP____(Shipped)	203.00

**Exterior Colors**

<input type="checkbox"/>	Star White Metallic Tri Coat-SE	565.00
<input type="checkbox"/>	Sedona Orange Metallic	N/C
<input type="checkbox"/>	Rapid Red Metallic Clear Coat-SE	375.00
<input type="checkbox"/>	Dark Persian Green Metallic	N/C
<input type="checkbox"/>	Velocity Blue Metallic	N/C
<input type="checkbox"/>	Desert Gold Metallic	N/C
<input type="checkbox"/>	Magnetic	N/C
<input type="checkbox"/>	Agate Black	N/C
<input type="checkbox"/>	Oxford White	N/C
<input checked="" type="checkbox"/>	Ingot Silver Metallic	N/C

**Interior Colors**

<input checked="" type="checkbox"/>	Ebony	N/C
<input type="checkbox"/>	Ebony/Sandstone – SE Only	N/C





<b>Title Name</b>	<u>Village of Lake in the Hills</u>
<b>Title Address</b>	<u>1115 Crystal Lake Rd.</u>
<b>Title City</b>	<u>Village of Lake in the Hills</u>
<b>Title Zip Code</b>	<u>60156</u>
<b>Contact Name</b>	<u>Pat Boulden</u>
<b>Phone Number</b>	<u>847-658-5676</u>
<b>Purchase Order Number</b>	<u></u>
<b>Fleet Identification Number</b>	<u></u>
<b>Tax Exempt Number</b>	<u>E9995-0936-07</u>
<b>Total Dollar Amount</b>	<u>\$21,577.00</u>
<b>Total Number of Units</b>	<u>1</u>
<b>Delivery Address</b>	<u>1115 Crystal Lake Rd.</u> <u>Lake in the Hills, IL 60156</u>

**\*Orders Require Signed Original Purchase Order and Tax Exempt Letter Submitted to:**

*Currie Motors Fleet  
10125W Laraway  
Frankfort, IL 60423  
PHONE: (815)464-9200  
Tom Sullivan [Curriefleet@gmail.com](mailto:Curriefleet@gmail.com)  
Kristen De La Riva [Fleetcurre@gmail.com](mailto:Fleetcurre@gmail.com)*

***\*Fleet Status is accessible by registering at [www.fleet.ford.com](http://www.fleet.ford.com). Please provide FIN Code at time of order to track your order times. Lead times are 12-14 weeks.***

***\*Title Corrections will be Billed Appropriate Assessed Fees by the Sec. of State***

Contract #165



# A Joint Purchasing Program For Local Government Agencies

September 17, 2019

Mr. Thomas Sullivan  
Currie Motors  
10125 W. Laraway Road  
Frankfort, IL 60423

Dear Mr. Sullivan,

This letter is to inform you that the Suburban Purchasing Cooperative's Governing Board has approved the third and final, one-year contract extension on SPC Contract #165 for the 2020 Ford Escape to Currie Motors from November 15, 2019 through November 14, 2020 with pricing as follows:

Escape S 4x2	\$20,885.00
Escape SE 4 x 4	\$23,986.00 New for 2020 with Hybrid option available
Escape S 4 x 4	\$23,287.00

With acceptance of this contract extension, Currie Motors agrees to all terms and conditions set forth in the specifications contained within the Request for Proposals to which you responded.

Currie Motors will handle all billing. Each vehicle purchased will be assessed a \$120.00 administrative fee per vehicle which shall be paid directly by the vendor to the SPC on a quarterly basis.

The SPC looks forward to another productive year working with Currie Motors. Please sign and date this agreement below, retaining copies for your files and returning the original to my attention. basis.

Sincerely,

Ellen Dayan, CPPB  
Purchasing Director  
Northwest Municipal Conference

09.17.19

Name: Ellen Dayan Date  
Northwest Municipal Conference

*Thomas F. Sullivan*

09/18/19

Name: Date  
Currie Motors

**DuPage Mayors & Managers Conference**  
1220 Oak Brook Road  
Oak Brook, IL 60523  
Suzette Quintell  
Phone: (630) 571-0480  
Fax: (630) 571-0484

**Northwest Municipal Conference**  
1600 East Golf Rd., Suite 0700  
Des Plaines, IL 60016  
Ellen Dayan, CPPB  
Phone: (847) 296-9200  
Fax: (847) 296-9207

**South Suburban Mayors And Managers Association**  
1904 West 174<sup>th</sup> Street  
East Hazel Crest, IL 60429  
Kristi DeLaurentiis  
Phone: (708) 206-1155  
Fax: (708) 206-1133

**Will County Governmental League**  
15905 S. Frederick Street  
Suite 107  
Plainfield, IL 60586  
Cherie Belom  
Phone: (815) 729-3535



# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Police

**SUBJECT:** **Illinois Law Enforcement Alarm System Mobile Field Force Basic Training Hold Harmless & Indemnification Agreement**

## EXECUTIVE SUMMARY

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The department is a member of the Illinois Law Enforcement Alarm System (ILEAS) Mobile Field Force which function is to provide rapid, organized and disciplined response to civil disorder, crowd control or other situations. The department has assigned a new officer to the Mobile Field Force which requires a four day basic training course at the ILEAS Training Center located in Urbana, IL. Participation in the basic training course requires a hold harmless and indemnification agreement. The hold harmless and indemnification agreement requires the participating officer and head of the agency to execute the agreement. The third section of the hold harmless and indemnification agreement pertains to the agency of the training participant which requires board approval.

## FINANCIAL IMPACT

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There is no cost with this hold harmless and indemnification agreement; all training is paid for by ILEAS.

## ATTACHMENTS

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1. Illinois Law Enforcement Alarm System Mobile Field Force Basic Training Hold Harmless & Indemnification Agreement

## RECOMMENDED MOTION

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Motion to approve and authorize the Chief of Police to execute the Illinois Law Enforcement Alarm System Mobile Field Force Basic Training Hold Harmless & Indemnification Agreement.



# ILLINOIS LAW ENFORCEMENT ALARM SYSTEM

1701 E. Main Street • Urbana, IL 61802

(217) 328-3800 • Fax (217) 328-3845

**Course Title: Mobile Field Force Basic**

**Course Dates: April 21-24, 2020**

## **HOLD HARMLESS & INDEMNIFICATION AGREEMENT - PARTICIPANT**

I, the undersigned, in consideration of permission granted by the Illinois Law Enforcement Alarm System (ILEAS) to participate in training, hereby agree for myself, my successors, and assignees, by operation of law or otherwise, to the following.

As a participant in this training recognize and acknowledge that there are certain risks and I agree to assume the full risk of any damages, loss or injury, including death, which I may sustain as a result of participating in any and all activities connected with or associated with such training.

I agree to hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from all liability. I further agree to assume full responsibility for and to defend, pay or otherwise settle all liability. For this paragraph, liability includes any and all liabilities, claims, demands, actions or cause of action, of any nature whatsoever in law or in equity, for loss, damage or injury to any and all persons or property, arising out of, connected with or in any way associated with my participation in this training.

ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

Participant Name (Printed)	Participant Signature	Date
----------------------------	-----------------------	------

## **AUTHORIZATION TO DISCLOSE HEALTH INFORMATION - PARTICIPANT**

I recognize and acknowledge that medical screening will be required during the training because of the use of personal protective equipment. The screening may include recording blood pressure, heart rate, respiration, other vital signs, and a short interview of participant behavior in the last 48 hours. I give ILEAS training personnel and team leaders permission to obtain and share my health information so that I can participate in the training. ILEAS training personnel and team leaders may share my health information during the course dates or until I revoke this authorization in writing.

Participant Name (Printed)	Participant Signature	Date
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## **HOLD HARMLESS & INDEMNIFICATION AGREEMENT - AGENCY**

In consideration of permission granted by ILEAS for the participant / employee to participate in training, the Village/City/County of \_\_\_\_\_ agrees to hold harmless and indemnify ILEAS (including its member municipalities), its agents, employees and contract personnel, their heirs, successors, executors, administrators or assignees from all liability. It further agrees to assume full responsibility for and to defend, pay or otherwise settle all liability. For this paragraph, liability includes any and all liabilities, claims, demands, actions or cause of action, of any nature whatsoever in law or in equity, for loss, damage or injury to any and all persons or property, arising out of, connected with or in any way associated with my participation in this training.

ILEAS assumes no responsibility for the condition of the training sites, or any other facilities used for training, or for the security of or damage to any personal property on land controlled or utilized by ILEAS.

Chief/Sheriff Signature	Village/City/County of	Date
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# REQUEST FOR BOARD ACTION

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**MEETING DATE:** March 10, 2020

**DEPARTMENT:** Public Works

**SUBJECT:** Intergovernmental Agreement with Algonquin Township for the SSA 51 project

## EXECUTIVE SUMMARY

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As part of securing the necessary access to complete the SSA 51 water main replacement project, staff proposes entering into an Intergovernmental Agreement (IGA) with Algonquin Township to grant the Village a utility easement.

Algonquin Township maintains and exercises control over several roadway portions of Dennis Avenue, Roger Street and Willy Avenue. Village water mains have been located under these roadways for many years and will continue to be located under these roadways as part of the water main replacement project. As such, attached for your review and consideration is a draft IGA between the Village of Lake in the Hills and Algonquin Township granting a utility easement to the Village.

## FINANCIAL IMPACT

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None.

## ATTACHMENTS

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1. Draft intergovernmental agreement

## RECOMMENDED MOTION

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Motion to approve an Intergovernmental Agreement between the Village of Lake in the Hills and Algonquin Township granting a utility easement to the Village.

**WATER MAIN INSTALLATION AND**  
**MAINTENANCE EASEMENT INTERGOVERNMENTAL AGREEMENT**  
**BETWEEN ALGONQUIN TOWNSHIP AND THE VILLAGE OF**  
**LAKE IN THE HILLS**

**THIS INTERGOVERNMENTAL AGREEMENT** (the “Agreement”), effective \_\_\_\_\_, 20\_\_, is made between the **VILLAGE OF LAKE IN THE HILLS**, a municipal corporation partially located in Algonquin Township, Illinois (the “*Village*”), and **ALGONQUIN TOWNSHIP ROAD DISTRICT**, Illinois (the “*Township*”), an Illinois unit of local government.

**RECITALS**

**WHEREAS**, Article VII, Section 10 of the 1970 Constitution of the State of Illinois provides that units of local government may contract among themselves, to obtain or share services and to exercise, combine or transfer any power or function, in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the Township and the Village are authorized by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements, ventures and undertakings, to perform jointly any governmental purpose, or undertaking, either of them could do singularly; and

**WHEREAS**, the Village provides water service to property within the Township that lies outside the Village’s municipal boundaries, south of the Algonquin Road and Pyott Road intersection in the Lake in the Hills Estates Unit No. 12 subdivision (the “*Serviced Property*”); and

**WHEREAS**, the Village provides this water service to the *Serviced Property* through Village owned water mains that are located within platted roadways or rights-of-way that are owned by the Township, specifically along Denis Avenue, Roger Street and Nevin Avenue in the Lake in the Hills Estates subdivision (all as depicted on the map attached as Exhibit A) (the “*Township Roads*”); and

**WHEREAS**, to facilitate the on-going provision of water service to the *Serviced Property*, the Village intends to remove or modify existing infrastructure within the *Township Roads* and to construct and maintain new water service infrastructure (the “*Infrastructure*”) within those *Township Roads*; and

**WHEREAS**, in order to establish the terms and conditions under which the Village can install and maintain the *Infrastructure* in *Township Roads*, the Village Board and the Township have determined that it is in the best interests of each of them, respectively, to enter into the terms of this Intergovernmental Agreement, and that their residents and constituents will receive benefits from this Intergovernmental Agreement; and

**WHEREAS**, the Township has the authority to grant easements in the *Township Roads*.

**NOW, THEREFORE**, in consideration of the mutual agreements contained herein and upon the further consideration of the recitals set forth above, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

1. **Non-Exclusive Easement:** To the extent permitted by law, the Township hereby grants to the Village a non-exclusive easement for the installation, operation and maintenance of water service infrastructure within the Township Roads (as described in the recitals and Exhibit A) in a form substantially similar to Exhibit B (attached hereto and made a part hereof).

2. **Execution in Counterparts:** This Agreement may be executed in multiple identical counterparts, and all of said counterparts shall, individually and taken together, constitute one and the same Agreement.

**IN WITNESS WHEREOF**, the parties have executed this Agreement as of the day and year first written.

VILLAGE OF LAKE IN THE HILLS

ATTEST:

By: \_\_\_\_\_  
Village President

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

ALGONQUIN TOWNSHIP

ATTEST:

By: \_\_\_\_\_  
Andrew Gasser, Highway Commissioner  
Algonquin Township Road District

\_\_\_\_\_  
Township Clerk

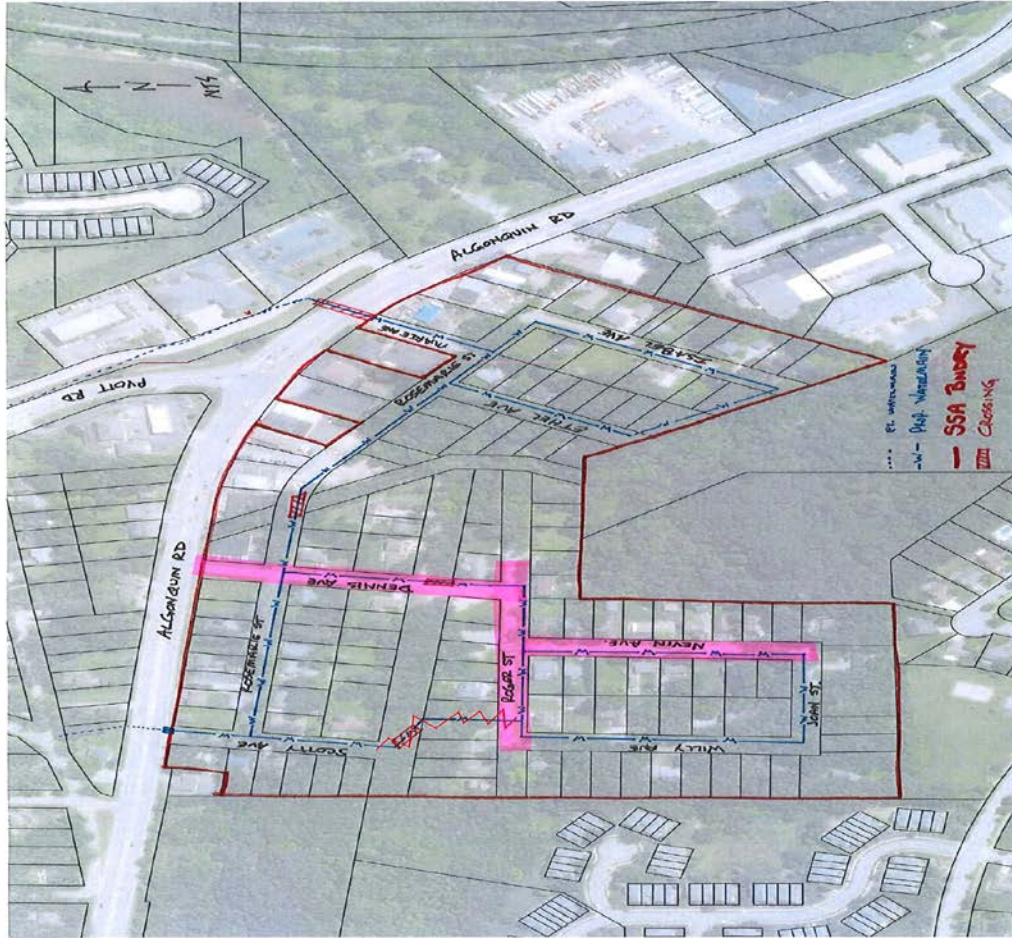
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**LIST OF EXHIBITS:**

- Exhibit A – Map Depicting Township Roads Subject to this Agreement
- Exhibit B – Water Service Easement Document

# EXHIBIT A

## Map Depicting Township Roads Subject to this Agreement





**EXHIBIT B**

**Water Service Easement for the  
Village of Lake in the Hills  
Installation and  
Maintenance of Underground Water  
Pipelines together with Any and All  
Appurtenances Thereto within Algonquin  
Township Roadways and Rights of Way**

**PREPARED BY/MAIL TO:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

THIS DEED OF EASEMENT is made this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_, by **ALGONQUIN TOWNSHIP**, \_\_\_\_\_, as Grantor (the "Township"), and the **VILLAGE OF LAKE IN THE HILLS, IL**, an Illinois municipal corporation, as Grantee (the "Village").

**RECITALS:**

**WHEREAS**, the Township owns, controls or maintains the platted rights of way in the Lake in the Hills Estates Unit No. 12 Subdivision, located within the Township's jurisdiction, which are legally described as:

ROGER STREET, NEVIN AVENUE AND DENNIS AVENUE, IN LAKE IN THE HILLS ESTATES, UNIT NO. 12, BEING A SUBDIVISION OF PART OF SECTION 28, TOWNSHIP 43 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED APRIL 29, 1953 AS DOCUMENT 264707, IN BOOK 11 OF PLATS, PAGE 77, IN MCHENRY COUNTY, ILLINOIS

(the "Property"); and

**WHEREAS**, to the extent permitted by law, the Township desires and intends to grant and convey to the Village an easement for a water main and associated appurtenances across, over and upon

the Property, as shown on the Plat, for the purposes of operating the Village's water system and delivering water service to the properties located within the Lake in the Hills Estates subdivision.

**NOW, THEREFORE**, for and in consideration of the foregoing premises and the sum of Ten Dollar (\$10.00), the receipt and sufficiency of which are hereby acknowledged, to the extent permitted by law, the Township hereby grants and conveys to the Village, its successors and assigns, the following:

An easement across, over and upon the Property for the purpose of installing, constructing, operating, maintaining, inspecting, repairing, replacing, adding to or altering, changing the size of, and removing one or more present or future water utility lines and mains, including, without limitation, fire hydrants, valves, vaults, meters, building service connections and other appurtenant facilities (collectively, the "Facilities") for the distribution and transmission of water through the Property (collectively, the "Easement").

The Easement is subject to the following terms and conditions:

- a) All Facilities which are installed in the Easement and rights-of-way shall be and remain the property of the Village, its successors and assigns.
- b) Subject to the reasonable rules and regulations of the Township regarding construction of utility facilities in the Township's rights of way, the Village, and its employees and any expressly authorized parties, shall have full and free use of the Easement for the purposes named, and shall have all rights and privileges reasonably necessary to the exercise of the Easement, including the right of access to and from the Easement and the right to use adjoining land, roads and rights of way of the Township to the extent necessary to facilitate installation, construction, replacement, alteration, maintenance, inspection, operation and any necessary repairs to the Facilities; provided, however, that this right to use adjoining land, roads and rights of way shall be exercised only during periods of actual installation, construction, replacement, alteration, maintenance, inspection, operation or repair, and then only to the minimum extent necessary for such work; and further, this right to use adjoining land shall not be construed to allow the Village to erect any building or structure of a permanent nature on such adjoining land.
- c) Upon the completion of any work by the Village within this easement, at its own expense the Village shall restore the Property as nearly as possible to its original condition.
- d) The Township reserves the right to make any use of the Easement herein granted, including the right to construct and maintain roadways over said easement, which may not be inconsistent with the rights herein conveyed and which will not interfere with the use of the Easement by the Village for the purposes named.

- e) In the event of any change in control of the Village's water supply system, or any part thereof, the Village may assign the rights granted by this easement, to such party as shall then have control of the part of the Village's water supply system that occupy the Property described in this easement.

The Township covenants that, to the extent permitted by law, it has the right to convey as much of the Easement as it owns or controls and that to the extent permitted by law and the power of the Township to so covenant, the Village shall have quiet and peaceable possession, use and enjoyment of the Easement.

This Deed of Easement is made with the proper authority of the Township.

ALGONQUIN TOWNSHIP

ATTEST:

By: \_\_\_\_\_  
Andrew Gasser, Algonquin Township Road  
District

\_\_\_\_\_  
Township Clerk