

Village Board Meeting Agenda
VILLAGE OF ISLAND LAKE
3720 Greenleaf Avenue, Island Lake, IL 60042
May 12, 2022, 7:00 p.m.



1. Call to Order
2. Roll Call
3. Pledge of Allegiance
4. Swearing in of New Commission Members: William Koostra and Mark Conning, Planning and Zoning Commission; Michael Shrader and Martin Horn, Fire and Police Commission
5. Presentation by Jeff Clow of Faith Acres
6. Public Comment
7. Committee and Department Reports
 - a. Public Works, Trustee Powell
 - b. Lakes, Parks, Recreation, and Education, Trustee Pyne
 - c. Economic Development and Grants, Trustee McManus
 - d. Building and Zoning, Trustee Cermak
 - e. Police, Public Safety, and Ordinances, Trustee Lewis
 - f. Finance and Administration, Trustee Ziegler
8. Consent Agenda
 - a. Approve payment of bills totaling \$ 219,793.05
 - b. Approve Minutes of the 4/28/2022 Village Board Meeting
 - c. Approve Mission Statement
 - d. Approve contribution in the amount of \$500 to District 118 Future Business Leaders of America toward expenses for the National Competition in Chicago in June 2022
 - e. Approve Intergovernmental Agreement for the Collaborative Use of the Lake County Law Enforcement Records Management System between the Village of Island Lake and the County of Lake acting in concert with the Lake County Sheriff for an annual fee of \$2,100

OLD BUSINESS: none

NEW BUSINESS

9. Approve Ordinance 1498-22 Amending Title 1, Chapter 16, Temporary Water Service Fees
10. Discussion/direction on transfer of Village of Island Lake bank accounts
11. Discussion of and possible motion to accept the proposed property gift from Sunil Puri, authorize the Mayor, Clerk and Village Attorney to sign the Gifting Agreement along with the attached Operating and Easement Agreement Exhibit and sign all necessary closing documents.
12. Appoint Mayor Pro Tem while Mayor McLaughlin is out of town from May 30 to June 3
13. Mayor Comments
14. Trustee and Staff Comments
15. Public Comment
16. Adjournment

Agenda Item # 8a Reference

May 2022 Bill Sheet

Agenda 8a
5/12/2022

Thursday, MAY 12 2022

Water \$ 58,720.30

General \$ 154,778.01

Manual \$ 6,294.74

field trip deposit \$ 818.00

gasoline Wex Payment \$ 5,476.74

Total \$ 219,793.05

INVOICE REGISTER FOR VILLAGE OF ISLAND LAKE
 EXP CHECK RUN DATES 05/12/2022 - 05/12/2022
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: WATER - CHECK TYPE: PAPER CHECK

Vendor Name	Invoice Number	Account Number	Invoice Description	Amount
ACE HARDWARE				
	107236/8	51-00-6151	FASTENERS, TORCH PROPANE	\$222.88
	107277/8	51-00-6170	PAINT TRAY LINER, ROLLER, BRUSH-	\$48.14
				\$271.02
AIRGAS USA, LLC				
	9119238745	51-00-6580	CARBON DIOXIDE IN 300 CGA- 3RD A	\$179.03
BLACKHAWK BANK				
	13327	51-00-8400	2018 FORD 150- MAY	\$645.40
CONCENTRIC INTEGRATION				
	0233554	51-00-5320	TELEMETRY AND CONTROL SYSTEMS	\$946.12
CONSTELLATION NEWENERGY, INC.				
	62271183701	51-00-5710	O SE CO GREENLEAF & CARRIAGE HIL	\$79.89
	62271358701	51-00-5710	3900 EASTWAY DR. (GREENLEAF & RI	\$104.01
	622271175001	51-00-5710	710 DARTMOUTH DR 3/22 - 4/20	\$1,128.02
	62271400901	51-00-5170	3487 WATERFORD WAY 3/22 - 4/20	\$7,196.00
				\$8,507.92
CORE & MAIN				
	P941968	51-00-6152	METERS	\$10,800.00
CUTLER WORKWEAR				
	004576	51-00-6560	SHIRTS	\$451.64
GRAINGER				
	9280571085	51-00-6530	CORDLESS RECIP SAW	\$144.73
	9258308106	51-00-6530	INPACT WRENCH CORDLESS COMPAN	\$352.40
				\$497.13
GRANITE TELECOMMUNICATIONS				
	561511686	51-00-5520	POTS LINES 5/1 -5/30/22	\$47.50
HUGHES ENVIRONMENTAL CONSULTING, I				
	105	51-00-5490	WATER SYSTEM OPERATIONS AND M	\$3,000.00
ISLAND FOODS				
	4192022	51-00-6580	WATER, CLOROX	\$31.59
JOHNSON, AMY				
	10-080-30109-I	51-00-1210	UB refund for account: 10-080-30109-	\$60.00
LAKE COUNTY HEALTH DEPT & COM HEALT				
	00058974	51-00-5490	FLUORIDE SAMPLE-APRIL	\$48.00
LEE JENSEN SALES COMPANY, INC.				
	0015480-00	51-00-6151	DISCHARGE HOSE	\$220.00
MADISON NATIONAL LIFE				
	1495016	51-00-4520	LIFE INSURANCE - MAY	\$43.50
MARTELLE WATER TREATMENT, INC.				
	23232	51-00-6580	SODIUM HYPOCHLORITE BULK, HYDR	\$2,960.55
MIDWEST SALT				

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	0221130	51-00-6580	SOFTENING SALT	\$3,031.88
	0221131	51-00-6580	SOFTENING SALT	\$3,165.25
				\$6,197.13
MIKE'S TOWING/AUTO&TRUCK REPAIR				
	1069404	51-00-6130	SAFETY INSPECTION #7 WATER	\$141.00
MOE FUNDS				
	3392167,166,164	51-00-4510	HEALTH INSURANCE-JUNE	\$7,798.00
NICOR GAS				
	30-77-44-1000 2	51-00-5710	3299 WATERFORD WAY 3/10 -4/8	\$572.65
NORTHERN MORAINÉ				
	9501511	51-00-5710	3299 WATERFORD WAY #WELL	\$1,759.60
	9503375	51-00-5710	3720 GREENLEAF AV#WELL	\$45.65
				\$1,805.25
PACE ANALYTICAL SERVICES, LLC				
	I9510490	51-00-5490	COLIFORM & E COLI PRESENCE/ABSE	\$127.50
	I9507385	51-00-5490	COLIFORM & E COLI TESTING	\$89.25
	I9507190	51-00-5490	ENVIRONMENTAL FEE-LIQUID, VOC, V	\$195.00
				\$411.75
PEERLESS NETWORK, INC				
	515807	51-00-5520	TELEPHONE 4/15 - 5/12	\$14.08
POMPS TIRE SERVICE, INC.				
	640098303	51-00-5130	TIRE #7 WATER DEPT.	\$555.40
RAM MECHANICAL SERVICES				
	C1390	51-00-6151	3" FLANGE REPAIR ON WATER TANK	\$1,576.00
ROBINSON ENGINEERING				
	22040090	51-00-5320	WATER TOWER PARK TAN REHABILAT	\$4,462.00
SHERWIN-WILLIAMS				
	3204-1	51-00-5110	WATER PIPE MATCH PAINT	\$417.06
USABLUÉBOOK				
	943351	51-00-6151	FLOW TESTING DIFFUSER, PLUGS, LI	\$3,825.88
	963504	51-00-6151	COPPER REAGANT, COLORIMETER, H	\$1,932.72
	969532	51-00-6151	CUB BOX LID WITH PLUG	\$199.60
				\$5,958.20
VERIZON WIRELESS				
	9905061888	51-00-5520	ON CALL PHONE 3/25 - 4/25	\$42.32
	9905061889	51-00-5520	TABLETS 5/26 - 4/25	\$60.06
				\$102.38
			Total:	\$58,720.30

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Vendor Name	Invoice Number	Account Number	Invoice Description	Amount
AAA STATE OF PLAY				
	52497	10-13-5170	RUBBER MULCH 2000 LBS	\$2,131.99
ABCOR GARAGE DOOR SERVICE, INC.				
	432702	10-13-6170	R & L TORSION SPRINGS, OILD TRAC	\$600.00
ACE HARDWARE				
	107357/8	10-16-6601	ENAMEL SMOKEY GREY PAINT -SIGNS	\$43.99
	107450/8	10-13-6170	ANT CONTROL	\$7.18
	10749/8	16-00-6601	SMOKEY GREY PAINT -SIGNS	\$43.99
	107153/8	10-13-6170	FILL VALVE LEAK SENTRY	\$16.99
				\$112.15
ACEVEDO, ERIC				
	04222022	25-00-6520	EARTH DAY - LAWN BAGS, STAKES	\$21.85
ADVOCATE OCCUPATIONAL HEALTH				
	825006	51-00-5490	MISC MEDICAL SERVICES -RB, DC	\$134.00
AEP ENERGY				
	3017245706	16-00-5720	500 PORTENS PMP 3/21 - 4/19	\$19.04
	3017245694	17-00-5720	122 W STATE RD 3/22 - 4/20	\$24.75
	3017245728	17-00-5720	O ROUTE 176 3/22 - 4/20	\$169.69
	3017245717	17-00-5720	O S RT 176 LITE RT./25 1 W WESTRI	\$2.23
	3017245728	17-00-5720	O ROUTE 176 2/21 TO 3/22	\$169.68
	3017245739	17-00-5720	500 E BURNETT RD, LITE RT 23, 3/18	\$406.55
				\$791.94
ALARM DETECTION SYSTEMS, INC.				
	57544-1085	10-11-5669	SERVICE CHARGES -MAY - JULY	\$242.07
AUTOZONE, INC				
	4409484871	16-00-6130	MOWER REPAIR, OIL, FILTER, AND AT	\$143.17
B & F CONSTRUCTION CODE SERV, INC				
	15863	10-11-5491	MARCH INSPECTIONS	\$1,805.00
	58930	10-11-5491	SOLAR SYSTEM REVIEW - 305 FERN D	\$225.00
				\$2,030.00
BAXTER & WOODMAN, INC.				
	0233558	51-00-5320	DOLLAR GENERAL PLAN RVW	\$2,660.00
	0233564	10-11-5320	2022 LAKE COUNTY WDO	\$190.00
	0233567	10-11-5320	SINGLE LOT PLAN RVW	\$3,374.12
	0233562	10-11-5320	2022 MISC ENG. SERVICES - DOWEL	\$391.12
				\$6,615.24
BHFX IMAGING				
	419714	16-00-5490	DIGITAL SCANNING OF HISTORICAL	\$873.60
BLACKHAWK BANK				
	13344	16-00-8400	2019 FORD SUPERDUTY	\$1,255.98
	13327	16-00-8400	2018 FORD 150 - MAY	\$735.74
	3335227	16-00-8400	VAC TRUCK	\$814.66
	13347	22-00-8400	2019 FORD EXPLORER - MAY	\$897.86
				\$3,704.24
BUMPER TO BUMPER VOLO				
	448-327645	16-00-6130	15 W 50 ,BRAKE CLEAN	\$153.06
	448-327124	16-00-6130	NYLON BREAKAWAY- TRAILER	\$29.26
	448-327130	16-00-6130	2008 FORD F350, TRACK ARM , BALL J	\$134.88

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	448-327378	16-00-6130	5W 20 OIL	\$210.98
	448-327011	16-00-6130	CERAMIC BLK LUBE-SHOP USE	\$22.49
	448-327009	16-00-6130	BULDING DEPT CAR	\$163.07
	021026739	22-00-6610	GLOVES, RAIN PAD, MEDICAL KIT-BJ	\$196.36
				\$910.10
COLLEGE OF DUPAGE				
	13907	22-00-5630	BASIC TRUCK ENFORCEMENT -RD	\$295.00
COMCAST BUSINESS				
	8771 10 041 001699	10-11-5520	INTERNET, CABLE	\$379.45
COMMONWEALTH EDISON				
	4548165120	17-00-5720	620 COUNTRY TRAIL CT. 3/21 - 4/19	\$380.93
	52111-32129	17-00-5720	500 E BURNETT RD LITE RT/23 2/17	\$4,680.66
	1794147015	25-00-5490	210 FOREST DR 3/21 - 4/19	\$400.88
	1501009008	17-00-5720	551 E STATE RD 3/21 - 4/19	\$14.86
	1979055047	25-00-5490	101 FERN CT. 3/21 - 4/19	\$40.82
				\$5,518.15
COMPUTER HELP KEY				
	21404	10-11-5370	COMPUTER CONSULTING FEE FOR MA	\$2,980.00
CONSERVE FS				
	65134892	10-16-5170	SHOVEL, CAUTION TAPE	\$60.84
	65136483	10-16-5170	WEED MAT 6 X 200, SILT FENCE - PA	\$171.60
				\$232.44
CONSTELLATION NEWENERGY, INC.				
	62260929801	17-00-5720	429 W STATE RD 3/21 - 4/19	\$82.85
	62260926001	16-00-5720	219 CIRCLE DR POND 3/21-4/19	\$258.28
	62260925601	16-00-5720	123 CIRCLE DR. 3/21 - 4/19	\$18.79
	62260942001	16-00-5720	4126 HALE LN PMP 3/21 - 4/19	\$27.73
				\$387.65
CUTLER WORKWEAR				
	004576	16-00-6610	SHIRTS	\$1,219.75
DE LAGE LANDEN FINANCIAL SERV. INC.				
	76228499	22-00-5120	LEASE AGREEMENT FOR COPIERS 5/1	\$411.08
EMPLOYEE BENEFITS CORPORATION				
	3568241	10-11-5491	BESTFLEX PLAN SELF - RENEWAL FEE	\$475.00
ENNIS-FLINT, INC.				
	265315	16-00-6140	MANHOLE, WHITE LINE, PRINT KIT	\$1,583.50
ENTERPRISE FM TRUST				
	FBN4469481	22-00-8400	VEHICLES & MAINTENANCE	\$8,851.20
ENVIRONMENTAL AQUATIC MGMT. L.L.C.				
	15713	25-00-8300	AERATION SYSTEM - LITTLE ISLAND	\$6,261.41
	15712	25-00-8300	AERATION SYSTEM - CHANNEL	\$5,299.41
				\$11,560.82
FARWICK, JOHN				
	2022P075890	22-00-3551	REFUND 1/2 IMPOUND FEE AS PER JU	\$250.00
GALLS LLC				

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	020966765	22-00-6610	WOMENS POLO-AS	\$28.74
	020891669	22-00-6610	BOOTS- BLITEK	\$158.59
	020946284	22-00-6610	EARPIECE, FLASHLIGHT, CREW NECK-	\$166.77
	021003371	22-00-6610	SHIRT - AA	\$100.69
	021026076	22-00-6610	SAFETY VEST - RD	\$59.28
	021026739	22-00-6610	WRITING PAD, CHARGE, DUTY GLOVE	\$196.36
	021083188	10-11-6520	CLIPBOARD, FIRST AID KIT, TOURNIQ	\$141.21
	021083258	22-00-6610	HEAD LAMP, PANTS-CR	\$223.04
	021083276	22-00-6610	WP, GLOVE-JC	\$158.44
	021083384	22-00-6610	SHIRT, BOOTS -MS	\$153.79
				\$1,386.91
GRANITE TELECOMMUNICATIONS				
	561511686	22-00-5520	POTS LINES 5/1-5/30	\$61.00
HINCKLEY SPRINGS				
	11051207 041722	10-11-6520	WATER - APRIL	\$137.79
HOMER INDUSTRIES, LLC.				
	5173872	10-16-5170	NATURE'S BLANKET-ASTM CERTIFIEL	\$1,520.00
HYDRAULIC SERVICES				
	370903	16-00-5130	JOHN DEERE SEAL KITS, CHROMESTO	\$1,421.80
I.S.B.S.				
	358707	22-00-5120	COPIER OVERAGES MAINT. 2/12 - 5/1	\$767.45
	358651	10-11-6510	REFILL ON STAPLES - FO	\$108.00
				\$875.45
ILLINOIS DEPT OF AGRICULTURE				
	05092022	16-00-5610	COMMERCIAL NFH APPLICATOR LICE	\$60.00
INTERSTATE BATTERY				
	1903701048196	22-00-6510	9 VOLT ALK 2 PK	\$9.30
ISLAND FOODS				
	04202022	25-00-6520	EARTH DAY -SUPPLIES FOR CONVERS	\$31.59
	04222022	25-00-6520	EARTH DAY - SUPPLIES FOR WORKER	\$83.82
				\$115.41
J.G. UNIFORMS, INC.				
	98096	22-00-6610	BODY ARMOR -RA	\$880.00
LAKE COUNTY STATES ATTORNEY'S OFFIC				
	425	22-00-5610	FORENSIC LABORATORY-ANNUAL ME	\$1,995.00
LAKESHORE RECYCLING SYSTEMS				
	0004978745	16-00-5730	3720 GREENLEAF AVE, DUMP & RETU	\$334.60
	0004978744		3504 S WOODLAND CIRCLE, DUMPST	\$370.00
				\$704.60
LAW ENFORCEMENT TRAINING LLC				
	14382223	22-00-5630	TRAINING	\$1,120.00
LEACH ENTERPRISES, INC				
	989779	16-00-6130	PARTS FOR VACTOR BRAKES	\$55.28
MADISON NATIONAL LIFE				

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	1495016	18-43-4510	LIFE INSURANCE MAY	\$360.26
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MAJOR CRASH ASSISTANCE TEAM	2022-1	22-00-5630	MEMBERSHIP FEE MAY 1, 2022, TO AP	\$500.00
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MCLAUGHLIN, RICHARD	4192022	10-11-9110	LUNCHEON WITH LAKE COUNTY TREA	\$151.31
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MENARDS	65158	10-16-5170	CLEANSER, CLEANING SUPPLIES-VP	\$18.85
	64529	16-00-6601	ROUTERBIT STRAIGHT 1/8 X 3/8" 5/1	\$24.96
	65394	16-00-6140	PHOTOCELLS, UNDERSPRAY PAINT	\$117.80
	65605	10-16-6170	NETTING, SIGNS,CLEANER, LEAF RAK	\$117.45
	65440	16-00-6520	PAPER TOWELS, PAINT, SANDBLAST	\$107.34
	65766	10-16-5170	FURRING STRIPS	\$124.92
				\$511.32
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MENARDS - FOX LAKE	16743	10-16-5170	CEDAR, BRAKERS, PAINT, BUCKET ET	\$467.16
	16744	10-16-5170	WATERTITE PAINT-PARKS	\$113.94
	15715	16-00-5120	WATER, PAINT, PAIL	\$66.72
				\$647.82
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METLIFE-GROUP BENEFITS	KM05958914	18-43-4510	DENTAL /VISION INSURANCE- MAY 20	\$1,424.22
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MID AMERICAN WATER, INC.	248374W	16-00-6140	CURB BOX RISER, WESTER OFFSET LI	\$1,067.26
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MIKE'S TOWING/AUTO&TRUCK REPAIR	1069404	16-00-5130	SAFETY INSPECTION 11, LANDSCAPE	\$106.00
	1069375	16-00-5130	SAFETY INSP 4,12,8, M219379	\$144.00
				\$250.00
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MOE FUNDS	3392167,166,164	10-11-4510	HEALTH INSURANCE - JUNE	\$13,336.00
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MOTOROLA SOLUTIONS, INC.	6478620220401	22-00-5490	STARMCOM21 NETWORK	\$680.00
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NORTHEAST MULTI-REGIONAL TRNG.	302230	22-00-5630	SERVICE-TRAINING PERIOD 7/1/22 -	\$1,425.00
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NORTHERN MORAIN	9500531	10-13-5770	3720 GREENLEAF AV	\$41.51
	9503001	10-13-5770	551 E STATE RD #CON PK	\$41.51
	9503178	10-13-5770	432 W. STATE RD #VET PK	\$41.51
				\$124.53
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ORKIN	227981990	10-11-5491	SERVICE MAY 2022	\$178.60
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PAPER TIGER DOCUMENT SOLUTIONS INC.	35448	22-00-5490	65 GALLON SHREDDING	\$49.00
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PEERLESS NETWORK, INC	515807	22-00-5520	TELEPHONE 4/15-5/14/22	\$542.00

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PETROCHOICE				
	50876019	16-00-6550	DIESEL FUEL	\$1,602.30
PETTY CASH-CREATIVE PLAYTIME				
	04282022	18-43-6520	PRE-K PHOTO DEV. CLASSROOM SPL	\$80.76
PITNEY BOWES, INC.				
	8000900002892275	10-11-5510	POSTAGE BY PHONE	\$450.00
POMPS TIRE SERVICE, INC.				
	640098302	16-00-6130	TIRES FOR LANDSCAPE TRAILER	\$375.56
	640098586	16-00-6130	TIRES	\$764.22
				\$1,139.78
PRIME LAW GROUP, LLC				
	12261	22-00-5330	PROSECUTION -CRIMINAL & TRAFFIC	\$5,818.60
RAVEN SOLUTIONS INTERNATIONAL, LLC				
	100241243	22-00-6520	FIRST AID SUPPLIES FOR VEHICLES	\$989.80
ROBINSON ENGINEERING				
	22040278	10-11-5320	ILK LAKE MICHIGAN WATER SUPPLY F	\$3,120.00
SAM'S CLUB/GEMB				
	9844117782	16-00-6520	FIRST AID KITS FOR TRUCKS-PW AND	\$488.30
	9845620569	10-11-6510	EARTHDAY -CHEDDAR CRACKERS, PA	\$68.75
				\$557.05
SCHOOL SPECIALTY INC				
	208129801131	18-43-6520	ELMERS GLUE	\$17.99
SIGNS BY FRY				
	2022139	10-11-5491	4 X 4 DOLLAR GENERAL GROUND BRE	\$55.00
STANDARD EQUIPMENT COMPANY				
	P35420	16-00-6130	SWEEPER SWITCH	\$99.18
STAPLES BUISNESS CREDIT				
	7354913067	16-00-6510	SURGE PROTECTOR, DUST OFF, NOTE	\$110.16
	7354913067	16-00-6510	CREDIT ITEM 164127	\$(38.58)
	7356062765	10-11-6510	FOLDER, TABS, BUSINESS CARDS	\$70.24
				\$141.82
THORTONS LLC				
	05022022	10-10-3351	OVERPAYMENT LIQUOR LICENSE	\$150.00
TIFCO INDUSTRIES				
	71746711	16-00-6130	MISC SUPPLIES	\$448.42
TRANSUNION RISK ALTERNATIVE				
	859795-202204-1	22-00-5490	PERSON SEARCH 4/1/22 - 4/30/22	\$75.00
UHS PREMIUM BILLING				
	029898344728	18-43-4510	HEALTH INSURANCE - MAY	\$15,469.02
ULTRA STROBE COMMUNICATIONS, INC				
	081039	22-00-8300	POTABLE RADIOS	\$11,471.60

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	080928	22-00-8300	BASE STATION RADIO INSTALLED	\$3,200.00
	081068	22-00-5130	SWAP CAMERA VAULT LABOR	\$95.00
				\$14,766.60
UNIFIRST CORPORATION				
	061 1450653	10-11-5940	MATS-RENTAL	\$238.90
VERIZON CONNECT NWF, INC				
	OSV000002754097	22-00-5520	MONTHLY SERVICE 4/1 - 4/30	\$178.09
VERIZON WIRELESS				
	9905061888	10-11-5520	CELL PHONES 3/26 - 4/25	\$413.59
VILLAGE OF LAKE ZURICH				
	3333	22-00-5490	DISPATCH APRIL 2022	\$12,412.53
WAGNER PLUMBING SUPPLY				
	24948	10-13-6170	MISC SUPPLIES - CP	\$215.68
	24959	10-13-6170	EXTENSION COUPLING	\$5.41
				\$221.09
WAUCONDA CAR WASH				
	101789	22-00-6130	CAR WASH -MARCH	\$39.49
ZUKOWSKI,RODGERS,FLOOD & MCARDLE				
	155388	10-11-5330	GENERAL CORPORATE - APRIL	\$6,288.75
	154987	10-11-5330	DOLLAR GENERAL	\$162.50
	154986	10-11-5330	GENERAL CORPORATE	\$4,347.50
	154988	10-11-5330	PULTE - PHASE 2	\$1,450.00
				\$12,248.75
			Total:	\$154,778.01

Check Date	Bank	Check	Vendor	Vendor Name	Description	Amount
Bank GEN GENERAL FUND CHECKING						
04/18/2022	GEN	59234	12638	KANE COUNTY COUGARS	FIELD TRIP DEPOSIT \$190.00	190.00
04/18/2022	GEN	59235	13991	SANTA'S VILLAGE	FIELD TRIP DEPOSIT JUNE 8TH.	150.00
04/26/2022	GEN	59236	14344	BELLA'S BOUNCIES	FIELD TRIPS	478.00
04/30/2022	GEN	59237	14687	WEX BANK	GASOLINE/OIL	109.72
					GASOLINE/OIL	317.23
					GASOLINE/OIL	4,375.40
						<u>4,802.35</u>

GEN TOTALS:
Total of 4 Checks: 5,620.35
Less 0 Void Checks: 0.00
Total of 4 Disbursements: 5,620.35

Bank WATER WATER FUND CHECKING

05/03/2022	WATER	14221	14687	WEX BANK	GASOLINE/OIL	<u>674.39</u>
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WATER TOTALS:
Total of 1 Checks: 674.39
Less 0 Void Checks: 0.00
Total of 1 Disbursements: 674.39

REPORT TOTALS:
Total of 5 Checks: 6,294.74
Less 0 Void Checks: 0.00
Total of 5 Disbursements: 6,294.74

Agenda Item # 8b Reference

4/28/2022 Minutes

Village Board Meeting Minutes **DRAFT**
VILLAGE OF ISLAND LAKE
3720 Greenleaf Avenue, Island Lake, IL 60042
April 28, 2022, 7:00 p.m.

Agenda 8b
5/12/2022



1. **Call to Order** at 7:-- by Mayor McLaughlin
2. **Roll Call** Present: Trustees Chuck Cermak, Thadd Lewis, Julie McManus, Dan Powell, and Will Ziegler. Absent: Trustee Pyne. Also present: Mayor Richard McLaughlin, Clerk Georgine Cooper, Attorney Brandy Quance, Treasurer Dennis Murray, Chief Dan Palmer, Public Works Director Chris Carlsen, Planning and Zoning Chair Joe Zeinz, Fire Chief Patrick Kane
3. **Pledge of Allegiance** led by the FBLA students
4. **FBLA State Award Recognition, Wendy Mills**
Mayor McLaughlin congratulated the students who did well at state. Wendy Mills praised the 55 Future Business Leaders of America (FBLA) students who went to the Illinois State; 43 qualified for Nationals. 37 are going to Nationals in Chicago in June. Students in attendance introduced themselves and gave brief summaries of their projects and received an ovation from the Board and public.
5. **Presentation by Athletico**
Lynn Maloney and Debra Wenneman; want to contribute to the community: want to improve community access to information about services available; want to offer free monthly presentations to educate community; are interested in offering free classes. Mayor McLaughlin asked about the location for the classes. Response: They would be interested in offering them onsite at the Village Hall. Mayor McLaughlin asked them to put something together to offer to the seniors.
6. **Presentation RE: Economic Development, Jim Fillinger**
not in attendance
7. **Public Comment** included: Mike Johnson asking for clarification on Bassler Drive changes; claimed there are parking violations and dismantled vehicles there now and it has been going on for 20 years; asked trustees if they had seen cars there. Response: It is a Village street; currently no parking on either side; ordinance proposes that parking is allowed on west side. Trustee Cermak: Has observed that cars on not on the roadway. Trustee Powell: Code requires cars are parked out of the road area. Property owners should make sure that property is not in violation; everyone should abide by the Code. Mayor McLaughlin: Will ask Chief and Code Enforcement to look into. Lois Wodzinski: Asked about work on the bridge; has not getting answers from the engineers; asked about next meeting when decisions will be made; has drainage issues there; just had seawall redone because water is rotting it. Surveyor told her it would not be a good situation for them when the bridge is done. Response from Director Carlsen: Promised a better outcome with the new bridge; it is our duty to help with stormwater management; will to take a look at property. Mayor McLaughlin asked Director Carlsen to look into it; mentioned bridge is 2 years out. Chris Drexler of Walnut Glen subdivision: Has been discovered that HOA Management Company has not filed paperwork for 8 years; some residents would like to put up items that were not allowed under the Homeowners Association (HOA) regulations; trying to make forward motion; asked Building and Zoning not to issue permits for whatever is currently not allowed: example: fences and sheds. Mayor McLaughlin asked about a timeframe. Director Carlsen: The Village can get in trouble if they don't issue permits for allowable building projects. Resident: Some residents think that Village will do what HOA used to do. Trustee Ziegler: Is a potential for a 4-acre park. Director Carlsen: Pulte Homes reached out to find out if association can handle maintenance. Trustee Ziegler: The Village has to abide by Village Code for issuance of permits; only variances come before the Village Board. Trustee Cermak: We cannot stop people from applying for permits under our code. Attorney Quance: Covenants run with the land; HOAs enforce them. Village can issue a permit, but at a later time, covenants can be enforced and residents can be required to go into compliance. Trustee Lewis: We didn't sign covenants and aren't a party to them.
8. **Consent Agenda**
 - a. **Approve Ordinance 1647-22 Amending Title 7, Motor Vehicles and Traffic, Chapter 7, of the Village of Island Lake Code (Bassler Drive parking)**

- b. Approve Mayor McLaughlin's Planning and Zoning and Fire and Police Commission appointments
- c. Approve reappointment of Treasurer Dennis Murray
- d. Approve 4/14/2022 Meeting Minutes

Discussion: Mayor McLaughlin: William Koostra for a 5-year term and Mark Conning to fulfill the remainder of the term vacated by Peter Worlatschek on the Planning and Zoning Commission; Michael Shrader and Martin Horn to the Fire and Police Commission for 3-year terms.
 Questions: Trustee McManus asked what was the need for changing Bassler Drive parking this evening. Will it aggravate a situation? Response: Keeping consistent with other roads in the Village.

Motion to approve the Consent Agenda as presented by Trustee Ziegler, Second by Trustee Cermak
 Ayes: Trustees Cermak, Lewis, McManus, Powell and Ziegler. Nays: none. Trustees. Motion carried.

OLD BUSINESS

9. Discussion of 2022-2023 FY Budget status

Treasurer Murray reported that committee heads have received their portion of the budget; will sit down with them. All board members have received a first draft by email; asked them to review; looking forward to receiving feedback.

NEW BUSINESS

none

10. Mayor Comments included: New rubberized material at Prairie Woods Park; are continuing work; Victory Garden has a ADA plot; curbs and sidewalks fixes are under consideration; Burnett to Eastway will be repaved; Eastway will be repaved from Burnett to Route 176; talking with Wauconda Park District to allow residents to have resident fees and have Village pick up difference up to a certain amount; still interested in doing a time capsule; thanked Lions Club for great dinner dance event.

11. Trustee and Staff Comments included:

Trustee Cermak: Thanked residents for coming out to meeting; thanked Police Department for quick response to accident at 176 and Roberts tonight. Trustee Lewis: Thanked residents for coming out and making public comment; appreciates direction; thanked the Mayor for bringing in FBLA; thanked residents and especially scouts; reminded that Mission Statement will be on next agenda; send feedback. Trustee McManus: Thanked people for work on Earth day; thanked community for their work. Trustee Ziegler: Budgets are getting ready to go.

Chief Palmer: IGA with Lake County Mobile Citation; will have overtime costs when officers are in training. Clerk Cooper: Victory Garden opening on May 7. Agenda items for 5/12/2022 will include: Creative Playtime area window replacement proposal; Lake County Mobile Citation Systems IGA; Village Mission Statement; Contribution to FBLA for Nationals; swearing in of newly appointed commission members.

12. Public Comment included: none

13. Adjournment

Motion to adjourn by Trustee Cermak Second by Trustee Ziegler

Ayes: Trustees Cermak, Lewis, McManus, Powell and Ziegler. Nays: none.

Motion carried at 8:14 p.m.

Submitted by Georgine Cooper

Agenda Item # 8e Reference

Intergovernmental Agreement
for Collaborative Use of Lake
County Law Enforcement
Records Management System

Agenda 8e
5/12/2022

TO: Mayor Richard McLaughlin
Trustee Chuck Cermak
Trustee Thadd Lewis
Trustee Julie McManus
Trustee Stacey Pyne
Trustee Dan Powell
Trustee Will Ziegler

FROM: Dan Palmer, Chief of Police

DATE: May 6, 2022

SUBJ: Intergovernmental Agreement with Lake County's CAD/RMS System

Over the past several years, Lake Zurich, our dispatch vendor updated their Computer Aided Dispatch System (CAD). The new system has a lot of features and I wish to take advantage of one. They offer both a mobile ticketing and a report writing and storage system (RMS) and have asked us to sign on.

The report system is \$2,100 per year and like our dispatching fees are a bargain obtainable by economies of scale. While our current system is serviceable, it does not offer benefits available with the new program; things such as long-term support with costs more certain, or, the latest software enhancements. The low cost would allow us, over time, to begin to transition to the new system. With it being county wide, our officers would be able to access across the county, information contained from all the member departments. This would enhance investigatory uses. Further, the storage would align with other departments making sharing easy and more in depth.

You do not see a recommendation for them to upload our data from the old system. At more than 20k, I didn't see the expense as worthwhile. We can store the old records and access as needed with that system aging out entirely as time passes. Also not shown here and not requested, is their mobile ticketing system. We currently book most all of our traffic tickets into McHenry County Courts. State Law allows us to centralize adjudication to one county or the other whether or not the traffic violation occurs in Lake or McHenry County. The only time we would write traffic tickets in Lake County would be when a defendant was also charged with a felony or misdemeanor. Those cases (and their connected traffic tickets) would need to be brought to court in the county they occurred in. The Lake County IT manager, with whom I've been dealing with on this, would like us to join that system as well. I do not see any benefit at this time in doing so.

I ask that the Board consider this for approval so that I can move forward and do this.

**INTERGOVERNMENTAL AGREEMENT FOR THE COLLABORATIVE USE
OF THE LAKE COUNTY LAW ENFORCEMENT RECORDS MANAGEMENT SYSTEM**

This Intergovernmental Agreement (“**Agreement**”) is between the County of Lake, a body politic and corporate operating under 55 ILCS 5/1-1001 *et seq.*, acting in concert with the Lake County Sheriff, an elected official (together, simply “**Sheriff**”), and [Island Lake], a municipal corporation operating under 65 ILCS 5/1-1-1 *et seq.* (“**Municipality**”). Together, the Sheriff and Municipality may be referred to below as “**Party/Parties.**”

Recitals

Whereas:

1. The County and Municipality are units of local government authorized to enter into this Agreement under the Constitution of the State of Illinois of 1970, Article VII, Section 10, and the Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*
2. As part of a collaborative process through which 21 municipalities and law enforcement entities sought a provider for a variety of law enforcement software solutions, the County, in conjunction with the Lake County Sheriff, contracted with Tyler Technologies to license and support a Law Enforcement Records Management System (RMS). The RMS is a police reporting and records management system.
3. The Sheriff-Tyler contract includes a site license “for the licensed Records, Field Reporting, Corrections and Brazos software for any agency in the geographic confines of Lake County.” This Agreement relates only to the Records and Field Reporting components of the Sheriff-Tyler contract.
4. Municipality is located within the geographic confines of Lake County, Illinois.
5. Municipality seeks to join the Sheriff in using the RMS for records and reporting purposes, and is willing to pay its proportionate cost for the maintenance of the system under the terms set forth below.

In light of the foregoing, the Parties agree as follows:

Article 1. Services Provided; Implementation; Additional Services.

- 1.1 **Services.** The RMS services included in the contract with Tyler, and which Municipality can use under this Agreement and the terms of the Tyler license, are listed on **Exhibit A** to this Agreement.
- 1.2 **Location.** The Sheriff, in cooperation with the Lake County Emergency Telephone System Board (LCETSB), will be responsible for maintaining the RMS on its servers, including providing updates to the servers and RMS. The RMS will be hosted in Lake County on servers in two geographically separate locations, such that any one location will enable the service’s operation. Access to

the RMS services will be through a site-to-site VPN connection. The RMS services will be redundantly backed up, including through the use of hardware and software services provided by Rubrik.com, to include malware and ransomware protection. Database backups and server snapshots will occur at regular intervals daily. The Lake County Sheriff is a member of the Multi-State Information Sharing & Analysis Center (MS-ISAC), and all municipalities participating in this IGA are encouraged to also participate in MS-ISAC.

1.3 **Technical Support; FOIA.**

1.3.1 The Sheriff's Office maintains 24/7 IT Support and will, to the best of its ability using those resources, support all users in troubleshooting technical issues arising from the RMS. Technical issues requiring the expertise of Tyler Technologies shall be coordinated by the Sheriff's IT personnel, provided that any costs that arise because they are outside of the Tyler-Sheriff RMS maintenance agreement shall be brought to the RMS Working Group, defined below, for discussion and consensus decision making.

1.3.2 Freedom of Information Act requests directed at the data of any particular municipality or agency shall be the responsibility of that municipality or agency. The Sheriff's Office may provide assistance to access information, when needed.

1.4 **Implementation Costs.** During the Sheriff's initial implementation of the RMS, the cost and terms of participating in the RMS is set forth on **Exhibit B** to this Agreement. Payment of the data conversion fee, as well as any modules selected by Municipality, shall be at the prices set forth in Exhibit B and be due upon the effective date of this Agreement. Implementation costs are separate from and in addition to the ongoing cost-sharing payments that shall be regularly due in six-month intervals, once the maintenance and support costs begin, which is scheduled for May 2023.

1.5 **Additional Services.** Any services not set forth on Exhibit A shall be "**Additional Services.**" Additional Services may be added only with (a) the Sheriff's written consent, which shall be made in consultation with the RMS Working Group and the Chief's Advisory Committee (described below) and, if necessary, (b) a Statement of Work from Tyler, outlining the cost, which Municipality shall bear if the Additional Services are for the benefit of Municipality (as opposed to for the benefit of all RMS Users).

Article 2. **Terms of Use.**

2.1 **RMS Working Group.** Collaborative governance of the RMS shall occur through an RMS Working Group made up of one representative from each municipality or agency that uses the RMS, including Municipality. Among other tasks, the RMS Working Group shall be tasked with creating policies and

procedures related to the use, functionality, and further development of the RMS. The RMS Working Group shall also provide input into how future enhancements to the system are funded, whether from the “**Future Enhancements Account**,” described below, or otherwise.

- 2.2 **Chiefs’ Advisory Committee.** Each law enforcement agency participating in the RMS shall have the right to have its Chief (or, for the County, its Sheriff) participate in periodic meetings of a “Chief’s Advisory Committee,” the frequency of which shall be set by the Committee. A Chief or the Sheriff may also participate in the Committee through a designee. The Chiefs’ Advisory Committee shall provide input and guidance on major decisions related to the operational policies and further development of the RMS, and shall be responsible for fostering continuity and collaborative governance of the RMS and its continued use.
- 2.3 **Conditions of Use.** The Sheriff shall provide the RMS to the Municipality by assisting the Municipality’s staff in setting up a connection through which the Municipality can access and otherwise use the RMS. Such assistance shall encompass configuring the RMS to accommodate the users for which Municipality pays (with each agency or municipality being made up of multiple users), under the payment terms listed further below. Any integration assistance that cannot be performed by the Sheriff may require a statement of work (SOW) from Tyler Technologies, for which the Municipality must separately pay. If such an SOW is necessary, then the Sheriff will assist Municipality in obtaining it.

Use of the RMS shall be conditioned on the following:

- 2.3.1 **Authority to Control RMS.** The RMS, its systems, programs, and reports, shall remain solely under the control of the Sheriff, with input from the RMS Working Group and Chiefs’ Advisory Committee. No municipality or agency using the RMS shall have direct RMS programming access, or the right or ability to modify the RMS operating system, utilities or vendor software, and no RMS system administration authority. No municipality or agency shall have the right to install, or have installed, any software, programs (apps), or similar add-on components on the computer hardware operating the RMS system.
- 2.3.2 **Authority to Modify RMS.** For the benefit of all of the RMS’s users, including Municipality, the Sheriff shall retain the exclusive authority to program, modify, upgrade, administer and otherwise alter the RMS and its systems. The Sheriff shall provide reasonable notice of changes to the RMS and its systems that will affect the RMS’s users. For more significant changes that may affect Municipality’s ability to access the RMS on a more-than-temporary basis, the Sheriff will provide notice sufficient to allow Municipality to mitigate such access issues. Such notice shall be provided no less than 14 days prior to the change.

- 2.3.3 **Additional Agencies.** The Sheriff, with input from the RMS Working Group and Chiefs' Advisory Committee, retains the exclusive right to approve any additional agencies or units of local government that seek access to the RMS and its systems through Municipality or otherwise, under terms consistent with this Agreement. Any entities joining that exist outside of the geographic confines of Lake County may require the additional approval of Tyler Technologies.
- 2.3.4 **Connection; Equipment.** Municipality must at all times provide proper equipment and connections to the RMS servers to connect Municipality's users to the RMS. Municipality shall be responsible for the procurement of all third-party software and a sufficient internet connection (e.g., software for a firewall; a subscription to a business-grade internet connection) including updates, upgrades, service/maintenance packs, and hardware necessary to operate the system on its premises or in its vehicles.
- 2.3.5 **Payment.** Use of the RMS shall at all times be conditioned upon timely payment of the invoices issued every six months.
- 2.3.6 **Misuse of System.** Municipal or agency users who misuse the RMS system may have their access terminated. Misuse shall include without limitation: (a) accessing the system for purposes outside the scope of a user's employment; (b) creating security issues (including without limitation data breaches) that jeopardize the integrity of the system; (c) violating the policies and procedures created by the RMS Working Group. Notice of any such termination shall be provided in advance, where feasible, but may also occur without notification in emergency situations. The RMS Working Group shall assist in adjudicating disputes about access termination, or about the right to reestablish access to the system. Termination of a user's access for misusing the system shall not entitle Municipality to a pro rata refund of any invoice that has already been issued.

- 2.4 **Underlying License and Support Agreements; Changes.** The Sheriff shall maintain the RMS software license and maintenance and support agreement with Tyler Technologies to ensure the RMS services remain available and supported throughout the term (including renewal terms) of this Agreement. Additionally, the Sheriff agrees to notify Municipality if the Sheriff issues a request for proposals or begins other procurement processes to change the RMS from Tyler Technologies to another vendor. The Sheriff shall make any procurement documents available to Municipality at the time they are issued.

Article 3. **Cost-Sharing; Payment Terms.**

- 3.1 **Licensing Costs.** No license costs shall be due under the terms of this Agreement.

- 3.2 **Cost-Share Calculation; Future Enhancements Account.** To provide for the RMS's maintenance and support, Municipality agrees to share the total such costs with all other users of the RMS, pro rata (each Municipality or agency will have multiple "users," which are the individuals who access the RMS system). In addition, along with similar funding from the Sheriff's Office, Municipality agrees to fund an account that shall be dedicated to paying for future enhancements to the RMS. Money to fund the Future Enhancements Account shall be derived from a nonrefundable 10% surcharge on each invoice, and shall accrue until sufficient, either alone or with additional contributions, to pay for an enhancement that will benefit all users of the RMS. The decision to fund future enhancements from the Future Enhancements Account shall be made in consultation with the RMS Working Group. The Sheriff's Office shall fund the Future Enhancements Account under the same terms as Municipality.

By way of example, costs shall be calculated and invoiced every six months by calculating the number of system users and dividing that number by one-half the cost of the annual maintenance and support fee. By way of example, the first year's maintenance and support fee totals \$172,748.

The Sheriff has 550 users,
Municipality A has 50 users, and
Municipality B has 50 users.

The 6-month cost for to use the RMS would be:

$$(\$172,748 \div 650) \times [\# \text{ of Municipality Users, e.g. } 50] \div 2 \times 1.1 = \$7,309$$

- 3.3 **Invoices; Payment Terms.** Invoices for Municipality's cost-sharing amount shall be issued in May and November, starting in May 2023, using the invoicing template set forth in Exhibit C. All payments under this Agreement shall be made under the terms of the Illinois Prompt Payment Act, 50 ILCS 505/1 *et seq.*, which generally requires approval of a bill within 30 days of receiving the invoice for the services contained in it, and payment within an additional 30 days.

Article 4. **Designated Representative and Notices.**

- 4.1 The Sheriff and Municipality shall each provide contact information for Designated Representatives who shall coordinate the services governed by this Agreement.

The Sheriff's Initial Designated Representative is: Jim Chamernik

Municipality's Initial Designated Representative is:

- 4.2 **Change in Designated Representative.** The Parties may change their Designated Representative by providing notice of such change with the contact information

for the new Designated Representative in accordance with the “Notices” section of this Agreement.

4.3 **Notices.**

Notice may be given by email to the officials listed below, at their then-current email address, but shall not be deemed received unless the recipient acknowledges receipt.

In addition to or in lieu of email, all notices and other communications regarding the terms of this Agreement shall be in writing and shall be deemed received within three business days after being deposited in the U.S. Mail, proper postage prepaid, if properly addressed as follows, respectively:

To the Sheriff:

Attn: Jim Chamernik
25 S M.L.K. Jr Ave.
Waukegan, IL 60085
Email: JChamernik@lakecountyil.gov

To Municipality:

NAME
ADDRESS

Article 5. **Acknowledgements and Other Provisions.**

5.1 **Force majeure.** (a) If a Force Majeure Event occurs, the party that is prevented by that Force Majeure Event from performing any one or more obligations under this agreement (the “**Nonperforming Party**”) will be excused from performing those obligations, on condition that (1) the Nonperforming Party used reasonable efforts to perform those obligations, (2) the Nonperforming Party’s inability to perform those obligations is not due to its failure to take reasonable measures to protect itself against the event or circumstance giving rise to the Force Majeure Event, and (3) the Nonperforming Party complies with its obligations under section 5.1(c).

(b) For purposes of this agreement, “**Force Majeure Event**” means, with respect to a party, any event or circumstance, regardless of whether it was foreseeable, that was not caused by that party and that prevents a party from complying with any of its obligations under this agreement (other than an event or circumstance that results in a party’s not having sufficient funds to comply with an obligation to pay money), except that a Force Majeure Event will not include a strike or other labor unrest that affects only one party, an increase in prices, or a Change in Law.

(c) Upon occurrence of a Force Majeure Event, the Nonperforming Party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on performance, and how long that party expects it to last. Thereafter the Nonperforming Party shall update that information as reasonably necessary.

During a Force Majeure Event, the Nonperforming Party shall use reasonable efforts to limit damages to the other party and to resume its performance under this agreement.

- 5.2 **Non-exclusivity.** Nothing in this Agreement shall be interpreted to prevent or limit the right of the Sheriff (or to require the consent of the Municipality) to provide any services, including those similar to those at issue in this Agreement, to other governmental or nongovernmental entities.
- 5.3 **Exhibits.** The exhibits to this Agreement are incorporated into and a material part of it.
- 5.4 **Modification; Entire Agreement.** No amendment of this agreement will be effective unless it is in writing and signed by the parties. This agreement constitutes the entire agreement of the parties relating to the subject matter of this agreement and supersedes all other oral or written agreements.
- 5.5 **Severability.** If any provision of this agreement is unenforceable to any extent, the remainder of this agreement (or application of that provision to any persons or circumstances other than those as to which it is held unenforceable) will not be affected by that unenforceability and will be enforceable to the fullest extent permitted by law.
- 5.6 **Governing law; venue.** The laws of Illinois, without giving effect to principles of conflict of laws, govern all matters arising under this agreement, including all tort claims, and all lawsuits shall be brought only in the Nineteenth Judicial Circuit of Lake County, Illinois.
- 5.7 **Term; Termination.** Upon becoming effective, this Agreement shall remain in effect for an initial period of one year, unless terminated sooner in accordance with this agreement.

After the initial year, the Agreement will thereafter continue in force and effect from year to year, but either party may terminate it by giving written notice to the other party 90 days prior to the termination date identified in the notice, unless the agreement is otherwise terminated in accordance with this Agreement.

- 5.7.1 **Data Ownership; Data Transfer Upon Termination.** At all times under this Agreement, data entered into the RMS by a Municipality (or Agency, as the case may be) shall be considered and remain the data of that Municipality or Agency. If a Municipality or Agency elects to terminate its participation in this Agreement, the Sheriff, in collaboration with Tyler Technologies where necessary, will assist in transferring the Municipality's or Agency's data to the entity in a customarily used database format (e.g., MS SQL). Any third-party costs (using resources outside of the Sheriff's Office) will be the responsibility of the Municipality or Agency requesting the data.

5.8 **Waivers.** No term or condition of this Agreement shall be deemed waived by either party unless the term or condition to be waived and the circumstances giving rise to such waiver are set forth specifically in a duly authorized and written waiver of such party. No waiver by any party of any term or condition of this Agreement shall be deemed or construed as a waiver of any other term or condition of this Agreement, nor shall waiver of any breach be deemed to constitute a waiver of any subsequent breach, whether of the same or a different provision of this Agreement.

5.9 **No Third-Party Beneficiaries.** Nothing in this Agreement shall create, or be construed or interpreted to create, any third party beneficiary rights.

5.10 **Relationship of the Parties.** In providing services under this Agreement, the Sheriff shall act as an independent contractor.

5.11 **Assignments.** A party may assign this Agreement only with the express written consent of the other party.

5.12 **Insurance.**

Each party agrees that it shall maintain insurance coverage sufficient to cover its operations and employees during the term of this Agreement, including:

(a) Unemployment and Workers Compensation Coverage.

(b) Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence.

(c) Automobile Liability Insurance with minimum limits of \$1,000,000 per occurrence covering all owned or leased motor vehicles.

Upon request, each party will provide to the other party a certificate of insurance, in form reasonably acceptable to the requesting party, evidencing the existence of the insurance required under this paragraph. The Parties expressly intend this provision to be construed as maintaining an independent contractor relationship between them, and to foreclose the creation of "special employer" relationships under Illinois law.

5.13 **Indemnification.**

5.13.1 The Sheriff agrees to indemnify Municipality for all third-party claims, demands, damages, liabilities and costs incurred by Municipality that directly or indirectly result from, or arise in connection with, any negligent act or omission of the Sheriff, its agents, or employees, pertaining to its activities and obligations under this Agreement.

5.13.2 Municipality agrees to indemnify the Sheriff for all third-party claims, demands, damages, liabilities and costs that directly or indirectly result from, or arise in connection with, any negligent act or omission of

Municipality, its agents, or employees, pertaining to its activities and obligations under this Agreement.

- 5.14 **Counterparts.** The parties may sign this agreement in several counterparts, each of which will be deemed an original but all of which together will constitute one instrument.
- 5.15 **Recitals.** The recitals above are incorporated into the body of this agreement.
- 5.16 **Effective Date.** This Agreement will become effective when all of the parties have signed it, and the date this Agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the "Effective Date" of this Agreement. If a party signs but fails to date a signature, the date that the other party receives the signing party's signature will be deemed to be the date that the signing party signed this agreement, and the other party may inscribe that date as the date associated with the signing party's signature.

Signed:

The County of Lake

By its

Date: _____

Municipality

By its

Date: _____

Exhibit A
RMS Services Provided
[Taken from Tyler RMS Contract, Exh. A]

Exhibit B
Pricing

[Taken from Tyler RMS Contract, Exh. J]

Exhibit C
Invoice Sample

Invoice Sample	# of Users
Sheriff	
Entity 1	
Entity 2	
Entity 3	
Entity X	
TOTAL USERS:	
Maintenance & Support Cost (Annual):	\$ 172,748
Maintenance & Support Cost (6-months):	\$ 86,374
Cost per user (6-month):	
Entity X's # of Users:	
Base Amount:	
Base Amount + 10%:	

Agenda Item # 10 Reference

Notification of Blackhawk

Agenda 10
5/12/2022



May 4, 2022

Dear Blackhawk Bank Customer,

You are receiving this letter to make you aware that on Friday, August 5, 2022, our branches located at 9705 Prairie Ridge Road in Richmond, IL, and 660 E. State Road in Island Lake, IL, will be closing. All accounts currently maintained at these branches will be transferred to our full-service branch location at 3814 West Elm Street in McHenry, IL. Your accounts will be automatically transferred to the McHenry location and no action by you will be necessary to make the transition happen.

The ATMs for both locations will remain available while we work to find alternative locations within each community. In the meantime, please continue to use any of the following options for your banking needs:

McHenry Banking Center
3814 West Elm Street
McHenry, IL 60050
815.385.5400

St. Charles Banking Center
460 South First Street
St. Charles, IL 60174
630.443.3981

Drive Up ATMs
9705 Prairie Ridge Road - Richmond, IL
660 E. State Road - Island Lake, IL
3814 West Elm Street - McHenry, IL

Walk Up ITM
460 South First Street - St. Charles, IL

Online and Mobile Banking
blackhawkbank.com

Bank by Phone 24/7
Call 888.769.2600 from a touch-tone phone

Client Services
866.771.8924
Monday - Friday 8:00am - 6:00pm
Saturday 8:30am - 12:30pm

If you have a safe deposit box at either branch, you can expect to receive a separate letter with details regarding the transition of your safe deposit box to our McHenry location and how you can receive one year of fees waived.

Should you have questions about your accounts, please feel free to reach out. We look forward to serving your banking needs for years to come.

Sincerely,

Mathew Reynolds,
SVP of Consumer Banking & Investment Group
Member FDIC | Equal Housing Lender

Agenda Item # 11 Reference

Sunil Puri Proposed Property Gift Agreement

Agenda 11
5/12/2022

GIFTING AGREEMENT

This Gifting Agreement ("Agreement") is made this _____, 2022, by and between Sunil Puri ("Puri,") as transferor and the Village of Island Lake ("Village"), an Illinois municipal corporation, as transferee.

Whereas, Puri has stated his intention to make a gift (the "Gift") to the Village of certain real estate (the "Premises") legally described on Exhibit "A" attached hereto and incorporated herein by this reference;

Whereas, Puri's interest in making the Gift was precipitated by the Village expressing interest in providing additional public parks for use by the residents of the Village ("Public Purpose");

Whereas, the Village has agreed to certain restrictions and covenants to underscore its commitment to the aspects of its mission most compelling to Puri; and

Whereas, Puri and the Village desire to reduce to writing said restrictions and covenants to evidence their agreement and obligate performance;

Now, therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows.

1. **Gift.** Puri shall convey, or cause to be conveyed through Dyn Auburn, L.L.C. of which Puri is Manager, on the Closing Date, the Premises to the Village by special warranty deed ("Deed") subject to (a) real estate taxes for the year 2022, and all subsequent years and all outstanding assessments; (b) building and building line, use and occupancy restrictions; (c) zoning laws and ordinances; (d) easements of record and those for use of public utilities; (e) roads and highways; (f) drainage ditches, feeders and laterals; (g) restrictions, covenants, agreements, and encumbrances apparent of record as of the date of this Agreement; and (h) the exceptions contained herein, which conditions and restrictions shall be set forth *verbatim* in the Deed. The Closing Date shall be on or before May 31, 2022.
2. **Matching Donation.** Puri shall match any funds spent by the Village in purchasing and installing park equipment on the Premises during the ninety (90) days following the Closing Date, up to a total of \$50,000.00 ("Matching Donation"). The funds received from the Matching Donation shall also be used towards the purchase and installation of park equipment on the Premises.
3. **Mission.** If, at any time prior to the passage of thirty (30) years from the Closing Date, the Village fails to meet the Conditions, title to the Premises shall instead vest in the Puri Foundation ("Foundation") or such successor fund with similar goals which qualifies the Gift for deduction pursuant to §170 of the Internal Revenue Code ("Puri Fund") pursuant to a right of reverter ("Right of Reverter). The Conditions are:
 - (a) The Village shall remain an existing, functional municipal corporation, provided however nothing shall prevent the Village from changing its name or merging into another municipal corporation. ("Successor Entity");

- (b) The Premises shall be used as a public park, provided however, the municipality shall be permitted to construct a municipal building on the Premises, such as a police or fire station; and
- (c) The Village or the Successor Entity shall own the Premises.

Upon the passage of thirty (30) years the Premises shall be released from the provisions set forth in this Section without further action by Grantor, provided however that if the Village requires that a formal release be recorded with the McHenry County Recorder's Office, Grantor shall comply with that request.

- 4. **OEA.** The parties agree that at the time of Closing, they will execute the Operating and Easement Agreement attached hereto as Exhibit B.
- 5. **Consent.** Notwithstanding anything to the contrary contained herein, any of the Conditions may be waived in whole or part, temporarily or permanently following the written consent of the Approving Parties, such consent to be recorded on the records of the McHenry County, Illinois, Recorder of Deeds, if given. The Approving Parties are: (a) During the life of Sunil Puri and prior to a permanent disability which has resulted in the appointment of his attorney-in-fact, Sunil Puri; (b) following the death or permanent disability of Sunil Puri, a majority of his then-living children who have reached age eighteen (18) years; (c) by any lineal descendant of third or greater generation measured from Sunil Puri, following the passage of Sunil Puri's children; or (d) should Sunil Puri not be survived by any lineal descendants, any lineal descendant of Amarnath Puri.
- 6. **Acknowledgement.** As a condition of Puri's obligation to make the Gift, the Village agrees to:
 - (a) **Receipt.** Execute IRS Form #8283 or such other or additional forms or receipts as may be necessary in Puri's sole discretion to evidence the value of the Gift to the Internal Revenue Service and the Illinois Department of Revenue and cooperate in any further verification required by the said taxing bodies. The Village shall execute the receipt promptly upon its presentation and in the amount of the value provided by an appraisal of the Premises prepared for this purpose by an Illinois Licensed appraiser stating an opinion of value, a copy of which shall be provided to the Village;
 - (b) **Naming.** Recognize Sunil Puri by naming the park on the Premises the "Puri Family Park" and using such name on any free-standing signage, in publications, marketing or other similar materials where the park is referenced. Any modification of the name shall require the consent of the Approving Party in its sole and absolute discretion; and
 - (c) **Announcement.** Plan with Puri and participate in a onetime joint public announcement of the Gift together with description of such other elements of the planned improvements which the Village deems appropriate.

7. Closing. Puri agrees to record the transfer deed at his cost and will prepare any required transfer declaration.

8. Miscellaneous.

- (a) Recitals. The recitals set forth at the commencement of this Agreement are intended to be a part of this Agreement.
- (b) Oral Amendments. No covenant, promise, or undertaking shall be effective to modify or amend this Agreement or to waive or relinquish any right provided by the terms and provisions hereof, unless said covenant, promise, or undertaking shall be reduced to a writing which is duly executed by both parties.
- (c) Other Agreements. This Agreement contains a full and complete recitation of the understanding between the parties. No other representations, warranties, promises, covenants, or undertakings have been made by either party to the other as an inducement to enter into this Agreement.
- (d) Governing Law. This Agreement shall be construed and interpreted under the laws of the State of Illinois, without regard for the later domicile or residence of either party. Venue shall be proper in Winnebago County, the location of the Premises.
- (e) Paragraph Headings. The article and paragraph captions contained in this Agreement are for convenience only and shall not limit, amplify or otherwise constitute a part of this Agreement nor be considered in the construction or interpretation of any provision hereof.
- (f) Severability and Court Amendment. If any provision of this Agreement shall be held to be invalid or unenforceable by reason of the operation of any applicable law, or by reason of the interpretation placed hereon by any court or other governmental body, (i) this Agreement shall be construed as not containing such provision and a substitute provision shall be inserted therefor by such court or other governmental body which effectuates to the maximum extent permitted by law the intent of this Agreement, and (ii) any and all other provisions hereof which otherwise are lawful and valid shall remain in full force and effect.
- (g) No Waiver. The waiver of any term or provision of this Agreement shall not constitute a waiver of any other term or provision of this Agreement, nor shall the right to require any enforcement of any term or provision of this Agreement be permanently waived, if a continuing breach of any such term or provision arises.
- (h) Binding on Assigns. Except as otherwise limited herein, all terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by the parties hereto, their heirs, executors, administrators, successors and assigns.
- (i) Litigation. If any action at law or in equity, including an action for declaratory relief, is brought by a party hereto in connection with this Agreement or a breach hereof, the prevailing party in any final judgment or the non-dismissed party in the

event of a dismissal shall be entitled to the full amount of all reasonable expenses, including all court costs and actual attorneys' fees paid or incurred in good faith, incurred in connection with such action.

Dyn Auburn, L.L.C.

Village of Island Lake

Sunil Puri, Manager

By: _____
Its: _____

Sunil Puri, Individually

Exhibit A

Part of the North Half of Section 20, Township 44 North, Range 9 East of the 3rd Principal Meridian, bounded and described as follows to-wit: Commencing at the Northwest corner of the Northeast Quarter of said Section; thence South 00°-01'-59" West, along the West line of the Northeast Quarter of said Section, 530.00 feet to a point on the Southerly line of Newbury Village Unit One, Fox River Shores Phase 7, according to the Plat thereof recorded as Document No. 91R028617 in the Recorder's Office of McHenry County, Illinois; thence South 77°-38'-47" East, along said Southerly line, 71.85 feet to the point of beginning for the following described tract; thence South 77°-38'-47" East, along the Southerly line of said Newbury Village Unit One and along the Southerly line of Newbury Village Unit Two, Fox River Shores Phase 7, according to the Plat thereof recorded as Document No. 93R052331 in said Recorder's Office, and also being along a jog in the Westerly line of Newbury Village Unit Three, Fox River Shores Phase 7, according to the Plat thereof recorded as Document No. 94R033193 in said Recorder's Office, 889.79 feet; thence South 03°-17'-20" East, along the West line of last said Unit Three as aforesaid, 678.77 feet to the Northerly line of premises conveyed to the Village of Island Lake by Deed recorded as Document No. 2009R00019030 in said Recorder's Office; thence South 66°-11'-10" West, along said last mentioned North line, 267.25 feet to the Northeasterly line of premises conveyed by instrument recorded as Document No. 2010R46044 in said Recorder's Office; thence North 34°-30'-23" West, along said last mentioned Northeasterly line, 386.27 feet to the most Northerly corner of cross access easement recorded as Document No. 2007R0041514 in said Recorder's Office; thence South 55°-29'-35" West, along the Northwesterly line of said cross access easement, 32.00 feet; thence North 34°-31'-47" West, 306.75 feet to the Southerly line of Final Plat of Island Lake Commons, the Plat of which Subdivision being recorded as Document No. 2014R0001031 in said Recorder's Office; thence North 48°-51'-47" East, along said Southerly line, 32.00 feet to the Southeast corner thereof; thence North 34°-29'-58" West, along the East line of said Plat, 75.55 feet; thence North 40°-11'-49" West, along the East line of said Plat, 77.96 feet to the Northeast corner thereof; thence South 48°-51'-47" West, along the North line of said Plat, 88.22 feet to the Southeast corner of Lot 1 of McDonald's Subdivision, the Plat of which Subdivision being recorded as Document No. 95R026929 in said Recorder's Office; thence North 41°-09'-21" West, along the East line of said last mentioned Plat, 166.00 feet to the Northeast corner thereof; thence North 00°-01'-59" East, parallel with the West line of the Northeast Quarter of said Section, 213.23 feet to the point of beginning. Situated in McHenry County, Illinois. Containing 11.159 acres.

Exhibit B

Agreement

This Agreement, dated _____, 2022, is between the Village of Island Lake (“VOIL”), a municipal corporation and Dyn Auburn, L.L.C. (“Dyn”), and Illinois limited liability company.

- a. VOIL is the owner of the parcel of land legally described on Exhibit A, attached (“VOIL Land”).
- b. Dyn is the owner of the parcel of land legally described on Exhibit B, attached (“Dyn Land”).
- c. The VOIL Land and the Dyn Land are covered by a certain Shopping Center Easement Agreement dated July 24, 1995, recorded as Document Number 95R031687 and a Declaration of Easements, Covenants, Conditions and Restrictions dated September 25, 2007, recorded as Document Number 2007R0067588 (collectively referred to as “Maintenance Documents”).
- d. VOIL and Dyn wish to agree on the allocation of certain obligations and responsibilities as and between each other with regard to the maintenance of Water Detention and Drainage Facilities (as defined hereinbelow) located on the VOIL Land required under the Maintenance Documents.

In consideration of the covenants contained in this Agreement and other good and valuable consideration, the receipt of which is acknowledged, the following grants, agreements and covenants are made.

1. Water Detention and Drainage Facilities. The storm water detention areas indicated on the attached Site Plan, and all lines, conduits, pipes and other apparatus for water drainage, and all storage systems necessary in connection therewith, shall be referred to herein as the Water Detention and Drainage Facilities.
2. VOIL Responsibilities. The owner of the VOIL Land agrees to perform routine maintenance on the Water Detention and Drainage Facilities located on Parcel 2. Such routine maintenance shall include, but not be limited to, the regular mowing and removal of sediment build-up as may be required from time to time.
3. Dyn Responsibilities. The owner of the Dyn Land agrees to perform non-routine maintenance of the Water Detention and Drainage Facilities located on the VOIL Land, which shall include making repairs and replacements to the lines, conduits, pipes and other apparatus for water drainage over and across the VOIL Land.
4. Easement. VOIL hereby grants Dyn a non-exclusive easement over and across the VOIL Land for the purpose of performing such non-routine maintenance of the Water Detention and Drainage Facilities. Notwithstanding the provisions of the Maintenance Documents, VOIL agrees that it will not impose any fees for the costs incurred in the routine

maintenance of the Water Detention and Drainage Facilities and the owner of the Dyn Land agrees it will not impose any fees on the owner of the VOIL Land for the costs it incurs in the performance of non-routine maintenance of the Water Detention and Drainage Facilities unless and until the VOIL Land has been improved with impervious improvements that drain into the Water Detention and Drainage Facilities.

5. Covenants to Run with Land. It is intended that the easements, covenants, conditions, rights and obligations set forth herein shall run with the land and create equitable servitudes in favor of the real property benefited thereby, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs and personal representatives.

Dyn Auburn, L.L.C.

Village of Island Lake

By: _____

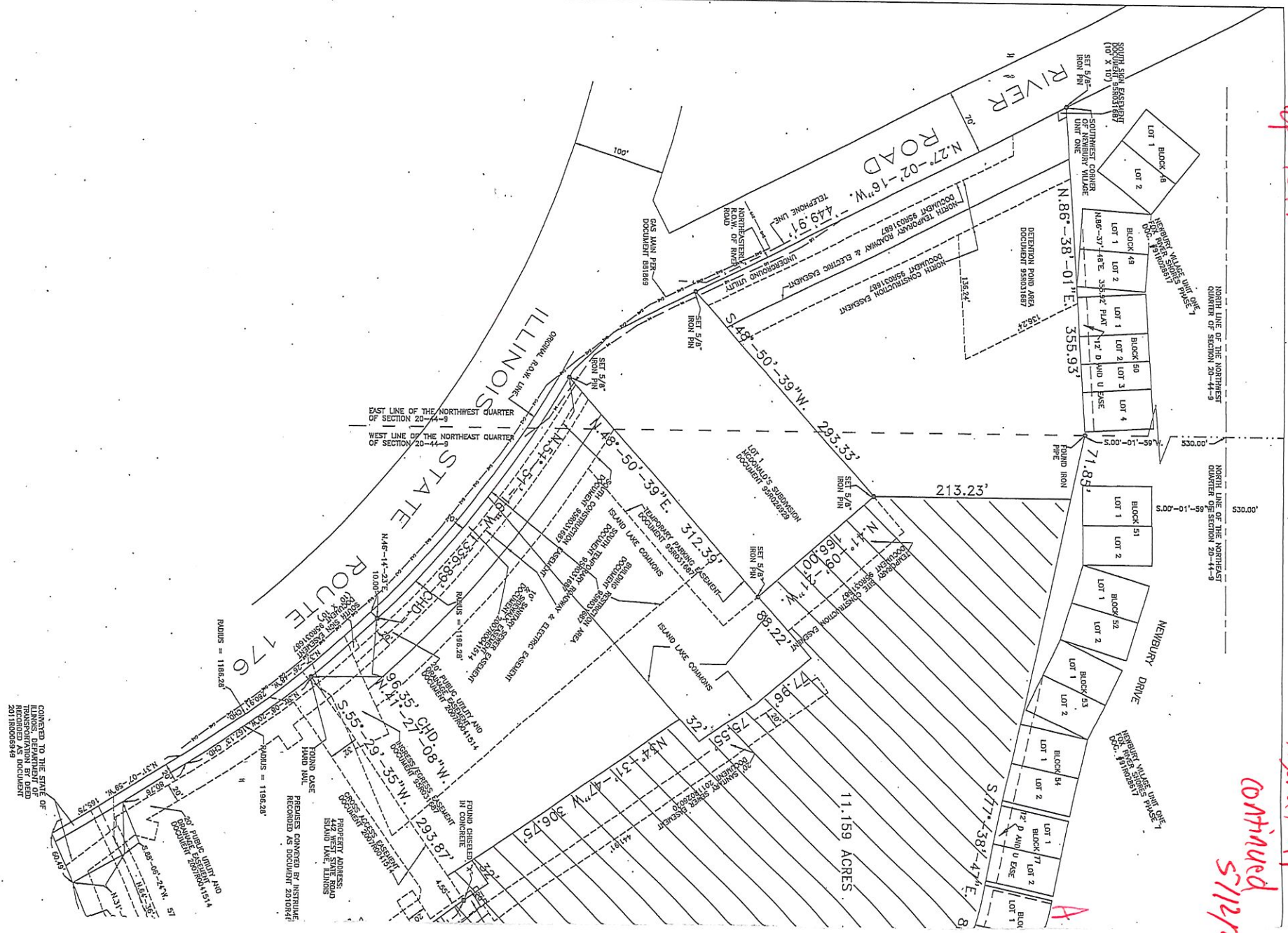
By: _____

Sunil Puri, Manager

Top left

Appendix 11,

continued
5/12/2022



CONVEY TO THE STATE OF ILLINOIS, DEPARTMENT OF TRANSPORTATION BY DEED REGISTERED AS DOCUMENT 20118006949

PROPERTY ADDRESS:
ISLAND STATE, ILLINOIS
60139

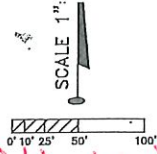
PREVIOUSLY CONVEYED BY INSTRUMENT
RECORDED AS DOCUMENT 2010424

20' PUBLIC UTILITY RIGHT OF WAY
FOR THE ILLINOIS DEPARTMENT OF TRANSPORTATION
RECORDED AS DOCUMENT 20118006949

Top Right

Connect A to B
to see large size app.

MCHENRY VILLAGE UNIT TWO
FOR RIVER STORES PHASE 7
DOC. #200902317



full size will be in packets

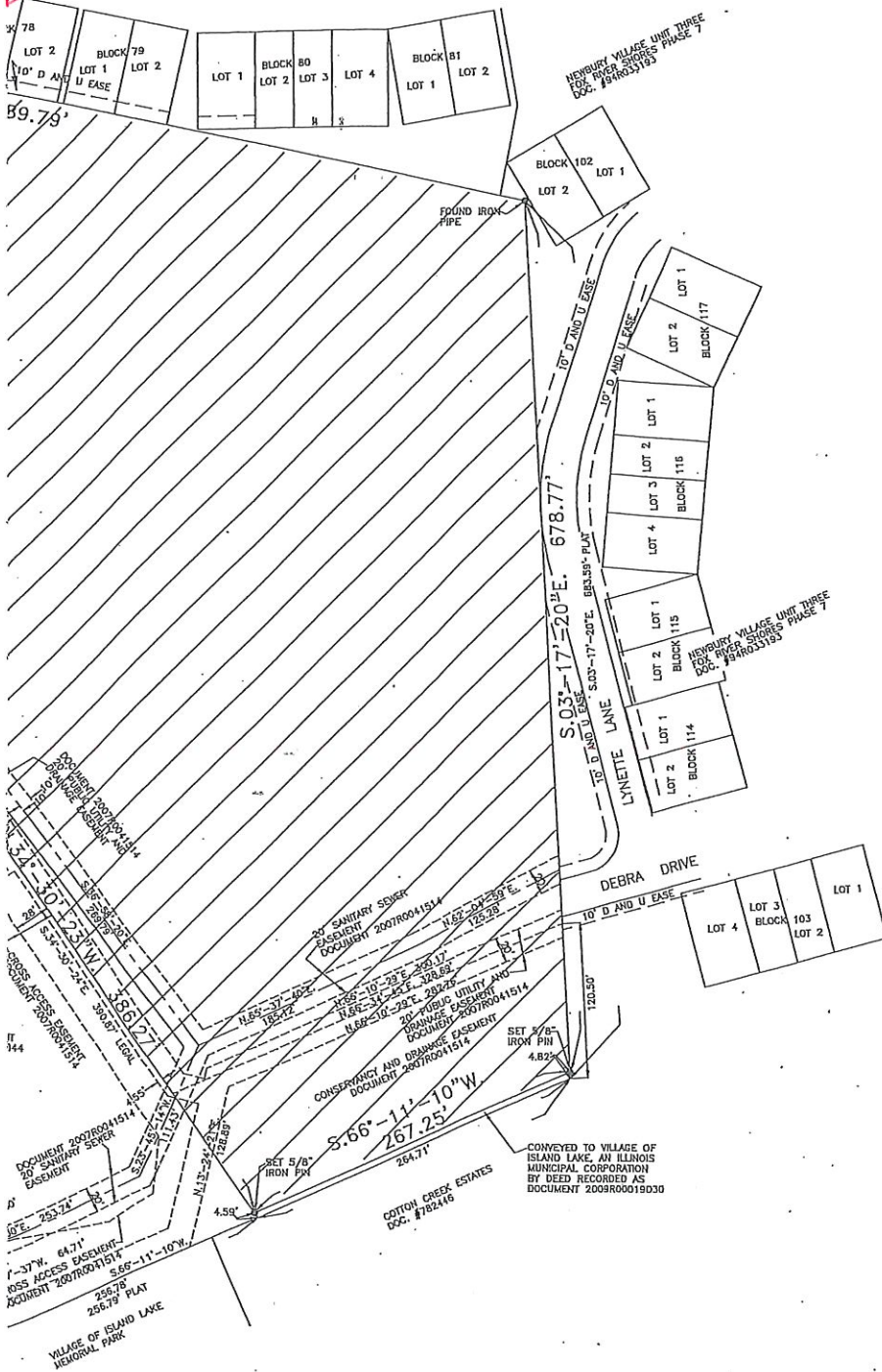


EXHIBIT FOR
PART OF THE NORTH HALF OF SECTION 20
TOWNSHIP 44 NORTH, RANGE 9 EAST
OF THE 3RD PRINCIPAL MERIDIAN

MCHENRY COUNTY, ILLINOIS

		HERITAGE ENGINEERING, LTD. P.O. BOX 2145 545 EXECUTIVE PARK, SUITE 301 ROCKFORD, ILLINOIS 61103 ROCKFORD, ILLINOIS 61107 815/238-9248 FAX 815/395-3715			
DATE 12-15-21	SHEET 1	SCALE 1" = 50'	DESIGNED BY JAG	DRAWN BY JPM	PLAT DATE
BOOK NO. 4293	PAGE 1	SHEET NO. 1	RECORD NO. 4293-21		