

AGENDA  
COMMITTEE OF THE WHOLE  
APRIL 9, 2019  
2200 Harnish Drive  
Village Board Room  
- AGENDA -  
7:30 P.M.

Trustee Glogowski– Chairperson  
Trustee Steigert  
Trustee Sosine  
Trustee Spella  
Trustee Jasper  
Trustee Brehmer  
President Schmitt

1. **Roll Call – Establish Quorum**
2. **Public Comment – Audience Participation**  
*(Persons wishing to address the Committee must register with the Chair prior to roll call.)*
3. **Community Development**
  - A. Consider the Following Special Events:
    - River Bottom Pet Adoption Event and Parade
    - American Legion Memorial Day Parade
    - Algonquin Aces Memorial Day Tournament Bash
    - Scorched Earth Fest
4. **General Administration**
  - A. Consider an Ordinance Amending the 2019/2020 Merit Compensation Plan
  - B. Consider an Agreement with MAP Police Officer – Chapter 78 for Period May 2017-April 2021
  - C. Consider an Ordinance Amending Chapter 2.08-A of the Algonquin Municipal Code
  - D. Consider an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, Amending the Number of Available Liquor Licenses in Certain Classes
  - E. Consider an Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, Adding Additional Types of Licenses and Amending the Description of Class A License
  - F. Consider Resolution Authorizing the Village Manager to Execute a Master Equity Lease Agreement with Enterprise Fleet Management Trust for lease of municipal vehicles.
5. **Public Works & Safety**
  - A. Consider an Agreement with Allstar Asphalt for the Asphalt Bike Path Repair and Patching Project
  - B. Consider an Agreement with Arrow Road Construction for the 2019 MFT Purchase of Asphalt Material Letting
  - C. Consider Amending Chapter 43.30, Sales of Tobacco
6. **Executive Session**
7. **Other Business**
8. **Adjournment**



**VILLAGE OF ALGONQUIN**  
*COMMUNITY DEVELOPMENT DEPARTMENT*

**– M E M O R A N D U M –**

DATE: April 4, 2019

TO: Committee of the Whole

FROM: Russell Farnum, AICP, Community Development Director

SUBJECT: *Consideration of Upcoming Special Events*

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Village Staff is asking for Committee consideration of the upcoming special event requests outlined below:

**Veterans' Memorial Day Parade:** The American Legion have requested approval of their annual Memorial Day Parade on Monday, May 27. The event includes a gathering and ceremony at the Algonquin Cemetary, a parade down Main Street and Front Street to Riverfront Park, and a ceremony at Riverfront Park. This year will feature a helicopter landing at Towne Park as well, and marks the 100<sup>th</sup> Anniversary of the American Legion, 1919 to 2019.

Village staff have reviewed this request, particularly in light of construction on North Main Street. Unfortunately, there is not a convenient "alternate route" for this parade, and in recognition of the significance of the event, Public Works will be working closely with the construction crews on North Main Street to make sure the work area is cleaned up and safe for the parade.

Concurrence to move this forward for Board approval is recommended.

**Algonquin Aces Memorial Weekend Bash (Softball Tournament):** This request is for the annual Memorial Weekend Bash softball tournament at Presidential Park, Algonquin Lakes Park, and Keliher Park, on May 24-26. Larry Eissler has coordinated this event for years with no issues.

The application is complete and has been reviewed by Staff. This is a repeat event and the operators are aware of the Village requirements. Concurrence to move this forward for Board approval is recommended.

**Scorched Earth Day Fest:** Mike and Jennifer Dallas have again requested approval for Scorched Earth Day Fest on Friday, April 26 from 3-10 pm and Saturday, April 27 from 3-10

pm. This is a special event with liquor, but Scorched Earth will be staffing the event and already has BASSETT trained staff and meets the other requirements of the liquor code.

The application is complete and has been reviewed by Staff. This is a repeat event and the operators are aware of the Village requirements. One thing new this year may be a portable axe-throwing trailer, which is a popular and growing sport. Staff is confident that the operator of the trailer as well as the owners and staff at Scorched Earth have more than adequate precautions in place to prevent any injuries, and assure that no intoxicated persons participate in that event.

Concurrence to move this event forward for Board approval is recommended.

**Riverbottom Pet Party and Summer Kickoff Parade:** Bob and Bobbie Novak from Riverbottom Ice Cream would like to hold a summer kickoff event with an Animal House Shelter pet adoption event and a dog parade down Main Street.

Their application is complete and has been reviewed by Staff. Due to the Main Street bridge construction, the parade cannot extend down Main Street to the actual bridge, but Staff has worked with the Novaks to alter the route as shown in the new diagram (attached). The Novaks will have to work with the owner of 115-121 S. Main Street for permission to use the alley south of that building, but otherwise everything is acceptable.

Concurrence to move this event forward for Board approval is recommended.



Village of Algonquin  
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Riverbottom Ice Cream Co.

Address: 301 S. Main St.

City, State, Zip: Algonquin, IL 60102 Phone: 2246789438

2. Name of Contact Person: Bob or Bobbie Novak

Address: [Redacted]

City, State, Zip: Algonquin, IL 60102 Daytime Ph: [Redacted] Evening Ph: [Redacted]

C. Application Information (Individual Applicant)

1. Full Name: \_\_\_\_\_

2. Home Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

3. Home Ph: \_\_\_\_\_ Daytime Ph.: \_\_\_\_\_

D. Special Event Information:

1. Date(s) of Event: Saturday May 11, 2019

2. Time(s) of Event: 12pm - 4pm

3. Duration of Event: 4-5 hours

4. Location of Event: Main & Washington corridor

5. Name of Event: Riverbottom Pet Party & 1st Annual Summer kick off Pet Parade

6. Maximum Number of Attendees/Participants at a Given Time: 200 ~ 500 ?

7. Describe the Nature of the Public Event:

Pet adoption, pet wellness, and Pet Parade

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:

N/A

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled:

Parking will be approved street parking and public parking lots including the municipal lot at Washington and S. Harrison along with Towne Park lot

D. Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Municipal Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

[Signature]  
Signature of Applicant

3-12-19  
Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District

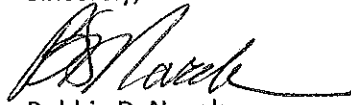
3-12-19

Village of Algonquin,

As the owner of Riverbottom Ice Cream Co., let this letter serve as permission for the Riverbottom Pet Party and 1<sup>st</sup> annual kick off to Summer Pet Parade along with Animal House Shelter adoption event to be held on May 11, 2019 on our property, specifically on the deck/patio, sidewalk, and Main Street corridor areas in front of our business located at 301 S. Main St.

We are also asking for permission from the Village of Algonquin to utilize the ramp leading to the closed portion of Main St., the entire closed portion of Main St. heading South, and the Western part of Washington St. leading to Towne Park to hold a Summer Pet Parade. The parade would potentially last 1 hour depending on the number of participants. Kick off of the parade would be at the temporary ramp leading to Main St. The end of the parade would be at Towne park. With Main St. being closed for the duration of the parade, we will offer to all the local Main St. businesses an opportunity to participate in our event. After the parade, an adoption event and pet party would be held outside of Riverbottom Ice Cream Co.

Sincerely,

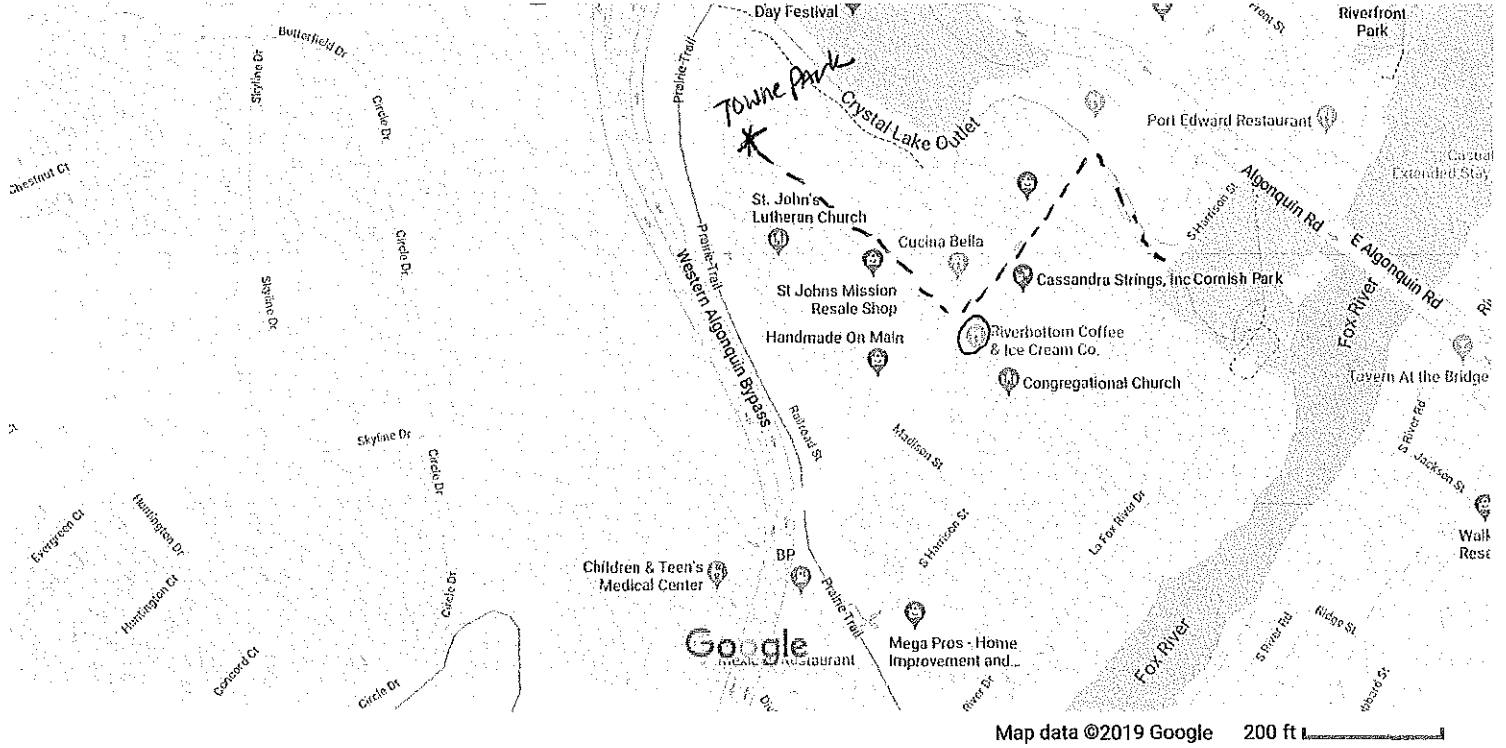


Bobbie D. Novak

Vice President, Riverbottom Ice Cream Co.

Google Maps

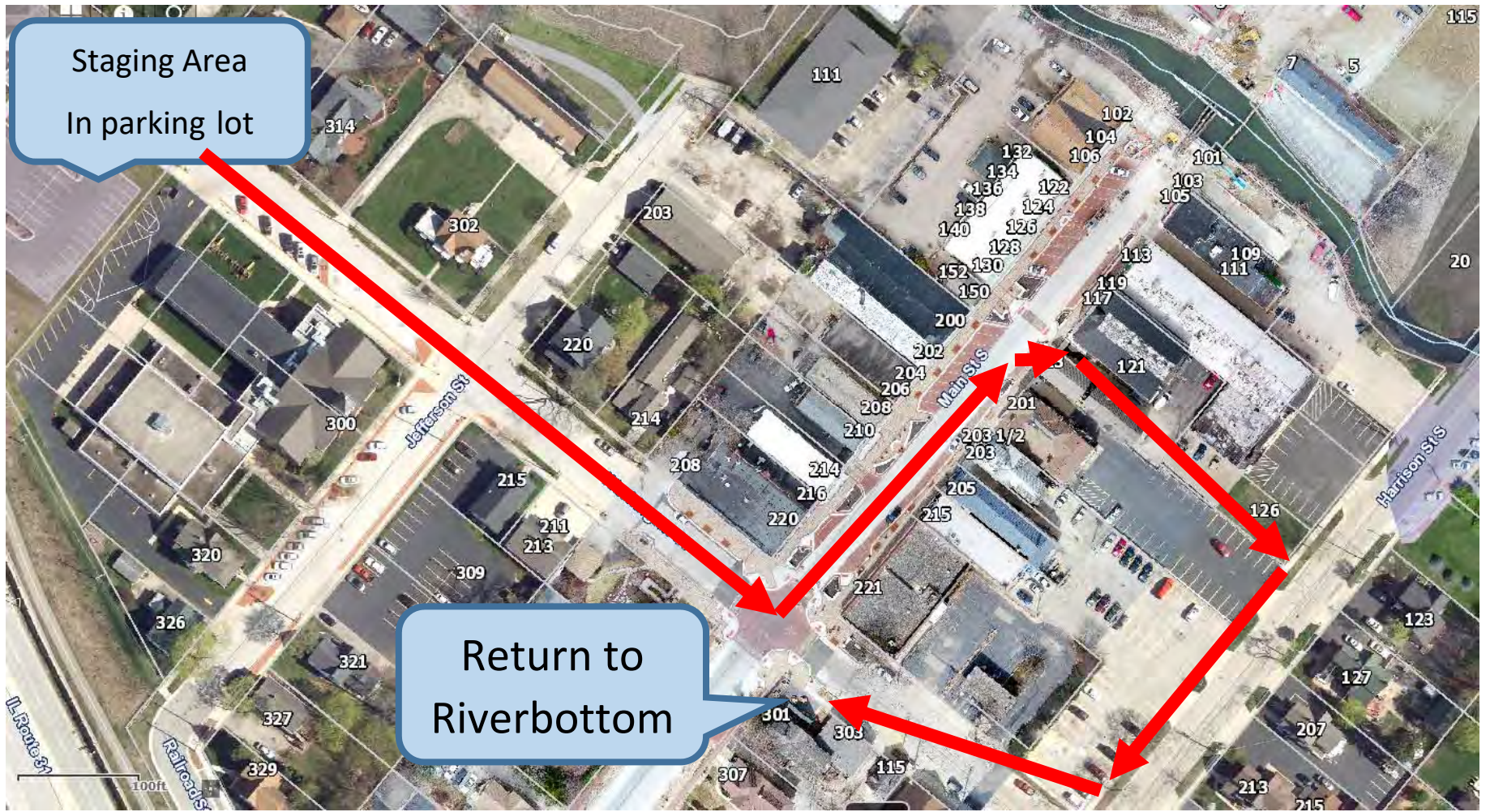
Event + Lay out.



O - Riverbottom Ice Cream Co.  
 ↳ Adoption Event & Pet Party

----- Parade route.





Staging Area  
In parking lot

Return to  
Riverbottom





Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

RECEIVED  
 MAR 26 2019  
 COMMUNITY DEVELOPMENT

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dlacalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: MEMORIAL DAY

**Sponsoring Organization:**

Name: AMERICAN LEGION POST 1231 Contact Name: JIM MERTZ  
 Address: 1101 W. ALGONQUIN ROAD  
 City, State, ZIP: LAKE IN THE HILLS, IL 60156  
 Phone: 847-658-2010 Email: -

**Event Coordinator:**

Name: JIM MERTZ  
 Home Address: [REDACTED]  
 City, State, ZIP: ALGONQUIN, IL 60102-2134  
 Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: TO REMEMBER AND HONOR AMERICAN VETERANS THAT DIED. NOTE: THIS IS A SPECIAL EVENT - THIS YEAR IS THE 100TH ANNIVERSARY OF THE LEGION - 1919 TO 2019

New Event  Repeat Event  If repeat, will anything be different this year? YES

HELICOPTER COMING TO TOWN PARK, GOLD STAR MOM AS GUEST SPEAKER. HOPE TO GET RADIO AND TV COVERAGE

Event Address: VETERANS MONUMENT - MARCH TO RIVER FRONT PARK

Date(s) and Time(s) of the Event: MONDAY - MAY 27, 2019 10AM TO 12PM

Rain Date(s), if applicable: - 0 -

Set-Up Date/Time: MEMORIAL DAY - MAY 27, 2019 7:30AM

Maximum Number of Attendees/Participants Expected: \_\_\_\_\_

Admission Fee: Yes  No  If Yes, list fee(s) to be charged: \_\_\_\_\_

How will the revenue be used (include donations to non-profit or charitable organizations): - 0 -





Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): TURN ON POWER (ELECTRIC) AT THE RIVER FRONT PARK BY 9AM. RESERVE PARKING SPACES (SEE MAP) BY 7AM.

Do you plan on holding a raffle during this event? Yes \_\_\_\_\_ No X  
(Must be an Algonquin-based, non-profit organization)

Name of on-site contact during the event (please print): SLIM MERTZ  
On-site contact's cell number: [REDACTED]  
On-site contact's work number: [REDACTED]  
On-site contact's home number: [REDACTED]

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

James E. Mertz  
Signature of Applicant

MARCH 14, 2019  
Date

JAMES E. MERTZ  
Printed Name of Applicant



# RESERVED

Parking Spaces Needed  
For American Legion  
At River Front Park

These 2 Spaces

These 3 Spaces

These 2 1/2 Spaces





Village of Algonquin  
PUBLIC EVENT APPLICATION

A. Application Information (Groups, Organizations, etc.)

B. Sponsoring Organization: Algonquin Area Youth Organization / Algonquin Aces

Address: PO Box 516

City, State, Zip: Algonquin IL 60102 Phone: [Redacted]

2. Name of Contact Person: Larry Eissler

Address: [Redacted]

City, State, Zip: Algonquin IL 60102 Daytime Ph: [Redacted] Evening Ph: [Redacted]

C. Application Information (Individual Applicant)

1. Full Name: Larry Eissler

2. Home Address: [Redacted]

City, State, Zip: Algonquin IL 60102

3. Home Ph: [Redacted] Daytime Ph: [Redacted]

D. Special Event Information:

1. Date(s) of Event: May 25 + 26, 2019 (Prep fields, put up fences etc on May 24th)

2. Time(s) of Event: 8AM - 6PM

3. Duration of Event: Sat + Sun (Monday for rain date)

4. Location of Event: Presidential, Algonquin Lakes + Kelliker Parks

5. Name of Event: Algonquin Aces Memorial Weekend Bash

6. Maximum Number of Attendees/Participants at a Given Time: Approx 150 at different times

7. Describe the Nature of the Public Event:  
Fastpitch Softball Tournament for girls ages 10 thru 14

8. Describe Provided Security, including who is providing the security, hours, and a detailed security plan:  
None

9. Describe Parking or Traffic Control, including the location of extra parking and the # of spaces allocated, and how overflow parking will be handled:  
Overflow parking will be on side streets if needed.

D. Affidavit of Applicant:

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Municipal Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 430 ILCS 85/2-20, no child sex offenders or persons convicted of a felony in the past five years or convicted of any offense under Article 9 (Homicide) of the Illinois Criminal Code are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.

Larry Eissler  
Signature of Applicant

2-24-2019  
Date

FOR INTERNAL USE ONLY:

Copy of Application Sent to: Village Manager, Police Department, Public Works, Fire District









Department of the Treasury  
Internal Revenue Service  
P.O. Box 2508  
Cincinnati OH 45201

In reply refer to: 0248222395  
Feb. 19, 2008 LTR 4168C E0  
23-7353007 000000 00 000  
00018635  
BODC: TE

ALGONQUIN AREA YOUTH ORGANIZATION  
X SCOTT RICHMAN  
PO BOX 265  
ALGONQUIN IL 60102-026567

029576

Employer Identification Number: 23-7353007  
Person to Contact: Miss Converse  
Toll Free Telephone Number: 1-877-829-5500

Dear Taxpayer:

This is in response to your request of Feb. 07, 2008, regarding your tax-exempt status.

Our records indicate that a determination letter was issued in July 1974, that recognized you as exempt from Federal income tax, and discloses that you are currently exempt under section 501(c)(03) of the Internal Revenue Code.

Our records also indicate you are not a private foundation within the meaning of section 509(a) of the Code because you are described in section(s) 509(a)(1) and 170(b)(1)(A)(vi).

Donors may deduct contributions to you as provided in section 170 of the Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely yours,

Michele M. Sullivan, Oper. Mgr.  
Accounts Management Operations I

RECEIVED  
MAR 18 2019  
COMMUNITY DEVELOPMENT



Village of Algonquin  
**PUBLIC EVENT/ENTERTAINMENT LICENSE APPLICATION**

In order for the Village of Algonquin to assist you with your Public Event, please fill out the information below and return to Russ Farnum at the Ganek Municipal Center (2200 Harnish Drive or rfarnum@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: SCORCHED EARTH DAY FEST

**Sponsoring Organization:**

Name: SCORCHED EARTH BREWING CO. Contact Name: MICHAEL DALLAS  
Address: 203 BERG STREET  
City, State, ZIP: ALGONQUIN, IL 60102  
Phone: [REDACTED] Email: [REDACTED]

**Event Coordinator:**

Name: MICHAEL DALLAS  
Home Address: 5706 CHRIS LANE  
City, State, ZIP: CRYSTAL LAKE, IL 60014  
Phone: [REDACTED] Email: [REDACTED]

**Event Information:**

Describe the Nature of the Event: A FESTIVAL TO CELEBRATE SPRING AND SCORCHED EARTH DAY.

New Event \_\_\_\_\_ Repeat Event XX If repeat, will anything be different this year? \_\_\_\_\_

WE WISH TO REPLICATE LAST YEAR'S TWO DAY EVENT.

Event Address: PARKING LOT IN FRONT OF 201-209 BERG ST.

Date(s) and Time(s) of the Event: FRIDAY, APRIL 26, 2019 FROM 3-10PM AND SATURDAY, APRIL 27, 2019 FROM 3-10 PM

Rain Date(s), if applicable: \_\_\_\_\_

Set-Up Date/Time: THURSDAY & FRIDAY, APRIL 25-26 (8 AM-5 PM)

Maximum Number of Attendees/Participants Expected: 1500 (APPROX) THROUGHOUT THE 2 DAY EVENT

Admission Fee: Yes XX No \_\_\_\_\_ If Yes, list fee(s) to be charged: TBD

How will the revenue be used (include donations to non-profit or charitable organizations): THE EVENT'S REVENUE WILL BE USED TO PAY FOR EXPENSES INCLUDING MUSIC, FOOD, BEER, EQUIPMENT, AND ACTIVITIES. A PORTION OF THE REVENUE WILL BE DONATED TO A CHARITY (TBD).

Event Website: SCORCHEDEARTHBREWING.COM

**Event Details:**

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: WE WILL HIRE A PRIVATE SECURITY FIRM TO MONITOR THE EVENT. SINCE LIQUOR IS BEING SERVED, WE WILL HAVE CONTROLLED ACCESS POINTS SO BEER CANNOT LEAVE THE AREA. BRACELETS WILL BE GIVEN TO THOSE WHO PASS THE ID CHECK AND PAY THE ENTRANCE FEE.

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: THE OWNER OF THE BUILDING ALSO OWNS SOME OF THE OTHER ADJACENT BUILDINGS. THOSE PARKING SPACES WILL BE AVAILABLE. PARKING ON THE RIGHT OF WAY IN THE LIGHT INDUSTRIAL COMPLEX IS ALSO AVAILABLE.

Will there be a need for road closures? Yes \_\_\_\_\_ No XX If Yes, please explain:

Are you requesting Algonquin Police Officer(s) presence? Yes \_\_\_\_\_ No XX If Yes, to perform what function?

Do you want a fire truck or ambulance present? Yes \_\_\_\_\_ No XX If Yes, for what hours and to perform what function? WE ARE LOCATED LESS THAN A MILE FROM THE NEAREST FIRE STATION

Are you wishing to post temporary sign(s) announcing the event? Yes XX No \_\_\_\_\_ If Yes, please describe desired size, location and date(s) that the signage will be displayed: WE WOULD LIKE TO POST SIGNS AT THE ENTRANCE TO BERG STREET, AND SIGNS IN THE RIGHT OF WAY AT THE INTERSECTION OF RANDALL ROAD/ALGONQUIN ROAD. WE WOULD ALSO LIKE TO POST PARKING AND DIRECTIONAL SIGNAGE WITHIN THE INDUSTRIAL COMPLEX. THE FEST SIGNAGE WOULD BE POSTED ONE-TWO WEEKS PRIOR TO THE EVENT, AND THE DIRECTION SIGNAGE THE WEEK OF THE EVENT.

Do you wish to serve alcoholic beverages? Yes XX No \_\_\_\_\_

If Yes, do you have DRAM Shop Insurance for the sale/consumption of alcohol? Yes XX No \_\_\_\_\_  
*If Yes, attach a copy of the policy.*

Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes XX No \_\_\_\_\_  
*If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: WE WILL HAVE LIVE MUSIC DURING THE FESTIVAL INCLUDING AMERICANA/ROCK PERFORMERS. WE MAY ALSO PLAY RECORDED MUSIC WHEN BANDS ARE NOT PLAYING.*

Do you foresee any other special needs for this event? (Physical set-up assistance, waste removal, portable toilets and hand washing stations, electricity, generator, running water, tent(s), etc.): WE WILL HAVE FOOD TRUCKS/CATERING, TENTS, TABLES, CHAIRS, PORTABLE TOILETS, HAND WASHING STATIONS, PORTABLE LIGHTING, AND OTHER STAGE AND MUSIC EVENT RELATED EQUIPMENT. WE MAY ALSO HOST SOME THIRD-PARTY ENTERTAINMENT LIKE AN ESCAPE ROOM OR AXE THROWING.

Do you plan on holding a raffle during this event? Yes XX No \_\_\_\_\_

*(Must be an Algonquin-based, non-profit organization)*

YES - WE ARE CONSIDERING HOSTING A RAFFLE THIS YEAR TO SUPPORT THE MCHENRY COUNTY BIG BROTHERS BIG SISTERS ORGANIZATION.


Name of on-site contact during the event (please print): MICHAEL AND JENNIFER DALLAS

On-site contact's cell number: \_\_\_\_\_

On-site contact's work number: \_\_\_\_\_

**Affidavit of Applicant:**

I, the undersigned applicant, or authorized agent of the above noted organization, swear or affirm that the matters stated in the foregoing application are true and correct upon my personal knowledge and information for the purpose of requesting the Village of Algonquin to issue the permit herein applied for, that I am qualified and eligible to obtain the permit applied for and agree to pay all fees, to meet all requirements of the Algonquin Village Code, and any additional regulations, conditions, or restrictions set forth in the permit and to comply with the laws of the Village of Algonquin, the State of Illinois, and the United States of America in the conduct of the Public Event described herein. In addition, Applicant certifies, by signing the application, that, pursuant to 720ILCS 5/11-9.4(c), no sex offenders are employed by the carnival operator, and that no carnival employees are fugitives from Illinois or any other state's law enforcement agencies. I (or the above named organization) further agree(s) to hold harmless and indemnify the Village, its officials, employees and successors and assigns, for any and all liability, damages, suits, claims and demands for damages at law or in equity it incurs as a result and arising either directly or indirectly out of the public event noted above including but not limited to damages and attorney's fees.



Signature of Applicant

MICHAEL DALLAS

Printed Name of Applicant

MARCH 18, 2019

Date



RECEIVED

MAR 18 2019

COMMUNITY DEVELOPMENT

## APPLICATION FOR "EVENT" LIQUOR PERMIT

TO: The Liquor Commissioner of the Village of Algonquin, Illinois

(PLEASE TYPE OR PRINT ALL INFORMATION)

The undersigned applicant, being duly sworn on oath, makes application for a Liquor Permit in the Village of Algonquin, as follows:

1. The name of the applicant to appear on the permit is: SCORCHED EARTH BREWING COMPANY
  
2. The address of the applicant is: 203 BERG STREET, ALGONQUIN, IL 60102
  
3. The name and address of officer or agent for the applicant is: MICHAEL DALLAS, [REDACTED]
  
4. A. The applicant is presently: (Complete all applicable parts)
  - (1) Class A-4B Licensee in the Village; License No. 2018/2019-A4B-01
  - (2) Nonprofit organization, registered with the State of Illinois
  - (3) Other type of organization: Please specify  
(i.e., Fraternal, Educational, Civic, Political, Religious)
  - (4) Provide Illinois Department of Revenue Tax Exempt Number and/or Illinois Business Tax Number assigned to your organization  

B. The description and location of premises or place of business which is to be operated under the proposed permit: THE PARKING LOT IMMEDIATELY ADAJCENT TO 201-209 BERG STREET

C. The date(s) and hours of operation requested under the proposed permit are: FROM 3-10 PM ON FRIDAY, APRIL 26 AND SATURDAY, APRIL 27, 2019, WITH TIME FOR SETUP ON THURSDAY, FRIDAY, AND SATURDAY. TAKEDOWN AND CLEANUP SCHEDULED FOR MONDAY, APRIL 29.

The number of days shall not exceed what is presently allowed by ordinance.
  
5. BASSET Training Required: Successful completion of a BASSET program, or other similar program as approved by the Chief of Police, is require for at least one person coordinating and responsible for the responsible sale of alcoholic liquor during the event. Such person shall be present at the point of liquor sales at all times for the duration of the event. Person holding the BASSETT Certificate: MICHAEL DALLAS



Photocopies of a valid certificate of completion of a BASSET program shall be included with the application.

6. The applicant hereby files Certificates of Insurance, certifying that the applicant has in force and effect insurance as follows:
- Liquor Liability Insurance of not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate and;
  - General Liability Insurance in an amount not less than \$1,000,000.00 per occurrence and \$2,000,000.00 annual aggregate.

The Insurance Certificates must name the Village of Algonquin as Additional Insured.

"Host Insurance" shall not satisfy the requester defined above.

7. The applicant herewith submits the appropriate permit fee, in the amount of: \$ \_\_\_\_\_, as set forth in the Liquor Control and Liquor Licensing Ordinance of the Village of Algonquin.

The applicant agrees to comply with all ordinances of the Village of Algonquin and the Laws of the State of Illinois.

Applicant: SCORCHED EARTH BREWING  
Signed By:   
Officer or Agent: MICHAEL DALLAS  
Daytime Phone: 815-451-0777  
Extension: \_\_\_\_\_

Subscribed and Sworn to before me this 18 day of March, 2019

(Notary Public)

My Commission expires 10/25, 2019

SEAL



Scharlet M Belokon





# 2019 SCORCHED EARTH DAY EVENT

## LOCATION AND SETUP



**BAND ENTRANCE/CHECK-IN  
(EQUIPMENT DROP-OFF; NO PARKING)**

**Directions to Band Entrance from Algonquin Rd:** South on Berg into Industrial Complex, east (left) on Armstrong, south (right) into alley behind the building, before creek go west (right) around building to fence/gate to Band Entrance/Check-In





**VILLAGE OF ALGONQUIN**  
MEMORANDUM

DATE: March 22, 2019

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS  
Human Resources Director

SUBJECT: Merit Compensation Plan Annual Approval

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According to Section 2.3.2 of the Village Policy Manual, on an annual basis in the early spring staff provides the Village Board our recommendations for the upcoming fiscal year Merit Compensation Plan (2019/2020). Once again I am seeking the Board's consideration and approval on amending this document.

After reviewing internal and external equity and salary data of comparable communities, this year I am recommending the following changes:

1. We broaden the merit ranges (minimum to maximum) to become more comparable and marketable to our surrounding agencies;
2. We change a few titles to reflect changing responsibilities:
  - a. Grade 2: change the title of "Secretary I" to "Administrative Assistant I"
  - b. Grade 3: change the title of "Secretary II" to "Administrative Assistant II"
  - c. Grade 5: change the title of "Principal Secretary" to "Administrative Specialist I"
  - d. Grade 6: change the title of "Principal Assistant" to "Administrative Specialist II"
  - e. Grade 8: change the title of "Executive Secretary" to "Executive Assistant"
3. We move a two positions up a grade to reflect responsibilities and comparable agencies.
  - a. Grade 15: Move Assistant Village Manager and Community Development Director from Grade 15 to Grade 16.

**2.3.2. *Salary and Wage Ranges***

As part of the Village's merit compensation program, the Human Resources Director shall establish salary and wage ranges for all positions based on knowledge, skills, and abilities required for each position. Salary and wage ranges may be adjusted from time to time based on compensation surveys, labor market conditions, cost of living conditions, or other relevant factors.

As usual, please let me know if you have any questions on the attached document.



# Village of Algonquin

The Gem of the Fox River Valley

## **Fiscal Year 2019 - 2020 MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	ANNUAL COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,282.76	\$3,876.95	\$4,471.14
2	Administrative Assistant I / Receptionist II / Account Clerk	\$3,480.20	\$4,104.59	\$4,728.97
3	Administrative Assistant II / Account Clerk I / Permit Clerk	\$3,702.59	\$4,360.32	\$5,018.06
4	Account Clerk II	\$3,935.22	\$4,627.91	\$5,320.60
5	Administrative Specialist I / Account Clerk III	\$4,152.60	\$4,877.82	\$5,603.05
6	Property Maintenance Inspector / Administrative Specialist II / Utility Billing Coordinator / Accounts Payable Specialist	\$4,393.93	\$5,154.79	\$5,915.66
7	Human Resources Generalist	\$4,650.33	\$5,449.88	\$6,249.43
8	Planner / Management Assistant / Innovation Analyst / Executive Assistant / Innovation and Technology Officer I	\$4,992.32	\$5,843.63	\$6,694.94
9	Building Inspector / Senior Accountant / Recreation Superintendent / Assistant Innovation Coordinator	\$5,410.93	\$6,428.79	\$7,446.65
10	Plumbing Inspector / Electrical Inspector / Senior Planner / Innovation Coordinator	\$5,819.42	\$6,795.22	\$7,771.02
11	Asst. to the Village Manager / Asst. Bldg. Commissioner / Technical Services Manager / PW Supervisor	\$6,487.42	\$7,531.83	\$8,576.25
12	Project Manager / Chief Utility Operator	\$6,929.99	\$8,144.26	\$9,358.53
13	PW Superintendent / Police Sergeant / Comptroller	\$7,461.79	\$8,855.50	\$10,249.21
14	Assistant PW Director / Building Commissioner	\$7,893.53	\$9,245.61	\$10,597.69
15	Human Resources Director / Deputy Police Chief	\$8,462.78	\$9,961.41	\$11,460.04
16	Chief Innovation Officer / Assistant Village Manager / Community Development Director	\$9,095.12	\$10,608.73	\$12,122.35
17	Police Chief / Public Works Director	\$9,700.42	\$11,536.31	\$13,372.20





*VILLAGE OF ALGONQUIN*  
MEMORANDUM

DATE: April 4, 2019

TO: Tim Schloneger, Village Manager

FROM: Todd A. Walker, SPHR, IPMA-CP, PDS  
Human Resources Director

SUBJECT: Chapter 78 (MAP Police Officers) Agreement

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Attached is the final document for our Chapter 78 (MAP Police Officers) contract. The agreement is for the period of 5/1/2017 through 4/30/2021. The attached version reflects all changes made since our last agreement. Though we did discuss most of these changes at our last executive session, the remaining changes were the decision of the Arbitrator and therefore are binding and non-negotiable. I am now requesting that the Village Board approve this document and authorize you to execute the agreement.

Please contact me if you have any other questions.

**NEGOTIATED AGREEMENT**

**BETWEEN**

**THE VILLAGE OF ALGONQUIN**

**AND**

**THE METROPOLITAN ALLIANCE OF POLICE, CHAPTER 78  
ALGONQUIN OFFICERS**

| Effective 5/1/~~2013-2017~~ through 4/30/~~2017~~2021

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## **PREAMBLE**

This Agreement entered into by the Village of Algonquin, Kane and McHenry County, Illinois, hereinafter referred to as the "Employer" and the Metropolitan Alliance of Police Algonquin Chapter, hereinafter referred to as the "Chapter", is intended to promote harmonious and mutually beneficial relations between the Employer and the Chapter. Set forth herein the basic and full agreement between the parties concerning rates of pay, wages and other conditions of employment for full-time Police Officers and probationary Police Officers under the rank of sergeant of the Village of Algonquin, as defined herein below and hereinafter referred to as "Officers" or "employees", or when the context requires a singular noun, as "Officer" or "employee."

## **ARTICLE I**

### **Section 1.1. Recognition:**

Pursuant to an election and certification by the Illinois Labor Relations Board under Case No. S-RC-92-61 dated May 19, 1992, and the certification issued thereon to the Chapter by the State of Illinois Labor Relations Board, the Employer recognizes the Chapter as the exclusive bargaining agent for the purpose of establishing wages, hours, and other conditions of employment for all sworn full-time officers and probationary officers within the Police Department of the Village of Algonquin, below the rank of sergeant, as certified, as described herein above. None of the provisions of this Agreement shall be construed to require either the Employer or the Chapter to violate any Federal or State Laws. In the event any provisions hereof or hereinafter stated shall conflict with any such law, such provision shall be modified to the extent necessary to conform to said laws.

### **Section 1.2. Probationary Period:**

As established by the Village's Police Commission, the probationary period for Officers is twelve (12) months in duration from the date of completion of state-required basic police training, or twelve (12) months from date of hire for police officers who are state-certified and are not required to attend basic police training. During the probationary period, an officer is subject to discipline, including discharge, without cause and with no recourse to the grievance procedure or any other forum. It is further agreed that, except as modified herein, probationary Officers shall be entitled to all the rights, privileges, benefits and other terms and conditions of employment conferred by this Agreement on sworn full-time Officers.

### **Section 1.3. Fair Representation:**

The Union recognizes its responsibility as bargaining agent and agrees fairly to represent all employees in the bargaining unit, whether or not they are members of the Union.

### **Section 1.4. Gender:**

Wherever the male gender is used in this Agreement, it shall be construed to include both males and females equally.

### **Section 1.5. Chapter Officers:**

For purposes of this Agreement, the term "Chapter Officers" shall refer to the Chapter's duly elected President, Vice-President, Secretary and Treasurer.

**ARTICLE II  
MANAGEMENT RIGHTS**

**Section 2.1 Management Rights:**

Except as specifically limited by the express provisions of this Agreement, the Village retains all traditional rights to manage and direct the affairs of the Village in all of its various aspects and to manage and direct its employees, including but not limited to the following: to plan, direct, control and determine the budget and all the operations, services and missions of the Village; to supervise and direct the working forces; to establish the qualifications for employment and to employ employees; to schedule and assign work; to establish specialty positions; to establish work and productivity standards and, from time to time, to change those standards; to assign overtime; to contract out for goods and services; to determine the methods, means, organization and number of personnel by which such operations and services shall be made or purchased; to make, alter and enforce reasonable rules, regulations, orders, policies and procedures; to evaluate employees; to establish performance standards for employees; to discipline, suspend and discharge non-probationary employees for just cause (probationary employees without cause); to change or eliminate existing methods, equipment or facilities or introduce new ones; to determine training needs and assign employees to training; to determine work hours (shift hours); to determine internal investigation procedures; to do all things expressly granted and reserved exclusively to the Village under Illinois Compiled Statutes 5 ILCS 315/4 or as modified, to take any and all actions as may be necessary to carry out the mission of the Village and the Police Department in the event of civil emergency as may be declared by the Village President, Village Manager, Police Chief, or their authorized designees, it is the sole discretion of the Village President to determine that civil emergency conditions exist which may include, but not be limited to, riots, civil disorders, tornado conditions, floods or other catastrophes. In the event of such emergency action, the provisions of this Agreement, other than compensation provisions, may be suspended, if necessary, provided that all provisions of the Agreement shall be immediately reinstated once the local disaster or emergency condition ceases to exist, and to carry out the mission of the Village.

**ARTICLE III  
LAYOFF**

**Section 3.1. Layoff:**

The Village in its reasonable discretion shall determine when and whether lay-offs are necessary. If the Village so determines that these conditions exist employees covered by this Agreement will be laid off in accordance with their length of service with the Village as provided in Illinois compiled Statutes 65 ILCS 5/10-2.1-18. If conditions exist wherein the Village is able to foresee the need for a layoff, the village shall provide Officers at least fifteen (15) days advance notice of the effective date of such layoff. While on layoff status, employees do not accrue and are not eligible to receive nor entitled to Village benefits. Time off on layoff status shall not be counted toward years of service.

**Section 3.2. Recall:**

Employees who are laid off shall be placed on a recall list for a period of one (1) year. If there is a recall, employees who are still on the recall list shall be recalled, in the inverse order of their layoff, provided they are fully qualified to perform the work to which they are recalled without further training.

Employees who are eligible for recall shall be given fifteen (15) calendar days' notice of recall. Notice of recall shall be sent to the employee by certified or registered mail, return receipt requested, with a copy to the Chapter. The employee must notify the Police Chief or his designee of his intention to return to work within ten (10) days of the date-stamp set forth on the certified mail receipt. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified or registered mail, return receipt requested, to the mailing address last provided by the employee, it being the obligation and responsibility of the employee to provide the Police Chief or his designee with his latest mailing address. If an employee fails to respond timely to a recall notice, his name shall be removed from the recall list.



**ARTICLE IV  
NO STRIKE CLAUSE**

**Section 4.1. No Strike Clause:**

Neither the Chapter nor any officers, agents or employees will instigate, promote, sponsor, engage in or condone any strike, sympathy strike, secondary boycott, slowdown, speed-up, sit-down, concerted stoppage of work, concerted refusal to perform overtime, concerted abnormal and unapproved enforcement procedures or policies or work to the rule situation, mass resignations, mass absenteeism, or picketing which in any way results in the interruption or disruption of the operations of the Village, regardless of the reason for so doing. Each employee who holds the position of officer or steward of the Chapter occupies a position of special trust and responsibility in maintaining and bringing about compliance with the provisions of this Article. In addition, in the event of a violation of this Section of this Article, the Chapter agrees to inform its members of their obligations under this Agreement and their obligations not to strike as imposed by the Illinois Public Labor Relations Act and to direct them to return to work.

**Section 4.2. No Lockout:**

The Village will not lock out any employees during the term of this Agreement as a result of a labor dispute with the Chapter.

**Section 4.3. Judicial Restraint:**

Nothing contained herein shall preclude the Village or the Chapter from obtaining judicial restraint and damages in the event the other party violates this Article.

**Section 4.4. Discipline of Strikers:**

Any officer who violates the provisions of Section 4.1 of this Article shall be subject to disciplinary action up to and including discharge, as well as any statutory penalties. Any action taken by the Employer against any officer who participates in any action prohibited by Section 4.1 above shall not be considered as a violation of this Agreement and shall not be subject to the provisions of the grievance procedure. The failure to confer a penalty in any instance is not a waiver of such right in any other instance nor is it a precedent.

## ARTICLE V COMPENSATION AND HOURS OF WORK

### **Section 5.1. Compensation:**

Compensation of the Police Officers of the Village of Algonquin shall be paid according to Appendix A attached hereto and by reference incorporated herein. Said compensation and placement at the steps shall be effective May 1, ~~2013~~2017 and all retroactive pay shall be distributed to the officers in a lump sum on or before two pay periods after the date of execution of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift.

### **Section 5.2. Normal Workweek and Workday:**

The normal workweek shall average forty (40) hours per week, but in some weeks employees shall work more than forty (40) hours and some weeks less than forty (40) hours. The normal workday for non-rotating shift employees shall be eight (8) hours including a thirty (30) minute paid lunch period, subject to emergency work duties. The normal workday for rotating shift employees shall be and one quarter (8.25) hours including a thirty (30) minute paid lunch period, subject to emergency work duties

### **Section 5.3. Overtime Pay:**

Non-rotating shift employees ~~Officers~~ covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight (8) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift. Rotating shift employees covered by this Agreement shall be paid one and one-half times their regular rate of pay for hours worked in excess of the eight and one quarter (8.25) hours scheduled for the regular shift and for any days that the officer works in excess of the dates scheduled for the regular shift.

### **Section 5.4. Overtime Scheduling:**

The Chief of Police or his designee shall have the right to require overtime work and officers may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum, consistent with the need of the Village to provide proper police protection.

When non-scheduled overtime is offered on a voluntary basis, overtime assignments shall be made by first offering part or all of the overtime assignment to qualified officers on the on-duty shift. If it is necessary to hold a qualified officer over from a prior shift, or to call a qualified officer in early for the next shift, selection will first be requested by seniority. If no officer volunteers, and it should be necessary to order an officer to stay or report in early, then overtime will be ordered to qualified officers based on reverse seniority. Officers on vacation need not be requested to work non-scheduled overtime.

An overtime shift may be split into two four-hour sections and officers may sign up for either section. With at least seventy-two (72) hour notice, a more senior officer may bump a junior officer who has signed up for overtime. However, any officer who is willing to work the entire shift shall bump any officers who have signed up to work the split shifts regardless of the relative seniority of the officers.

There shall be no shift preference for details. Once the schedule has been posted, an officer may not be bumped from a detail. However, an officer who has been ordered to work a detail may allow a willing officer to replace him.

~~When scheduled overtime is offered on a voluntary basis, overtime assignments shall be made on a seniority rotating basis to qualified officers. Scheduled overtime shall be offered first to qualified officers on the affected shift or shifts on a seniority rotating basis. If no officer volunteers, and should it be necessary to order an officer to perform scheduled overtime, then overtime will be ordered to qualified officers on the basis of reverse seniority.~~

**Section 5.5. Call Back Time:**

Any Officer covered by this Agreement who is called back to work on an assignment (including stand-by court time) which does not continuously follow or precedes an Officer's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. If applicable, "call back time" hours will be paid at the overtime rate of pay. The term "call back time" means time in which an Officer is called back to work and physically reports to the location set by the Chief or his designee to perform some function for the Department.

In the event that an Officer is placed on court stand-by requiring the Officer to appear in court on a day off, the Officer shall be compensated a minimum of one (1) hour. The Officer shall be required to be at the Police Department or a location set by the Chief or his designee at least one (1) hour before the scheduled court appearance and shall be compensated for that one (1) hour of time. However, covered officers assigned to work the midnight shift may remain at his/her home while on court standby. If the Officer's testimony is not required, then the Officer shall be released for the remainder of the day. The above work time may be increased pursuant to the authority of the Chief or his designee as concerns court stand-by.

**Section 5.6. Court Time:**

Officers required to attend court on off-duty time shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such court appearance. If applicable, "court time" hours will be paid at the overtime rate. In the event that the court date is canceled with less than twenty-four (24) hour notice to the off-duty officer, said officer shall receive an additional two (2) hours straight time pay at the affected officer's regular rate of pay.

**Section 5.7. Meeting Time:**

Any Officer required to be at a departmental meeting during off hours shall be compensated with a minimum of two (2) hours straight time or the actual time worked, whichever is greater, for such meeting. If applicable, "meeting time" hours will be paid at the overtime rate.

**Section 5.8. Officer In Charge Compensation:**

Patrol Officers assigned to act in the capacity of Officers in Charge shall receive, in addition to their regular compensation, additional compensation in the amount of ~~\$34~~50 per hour for all hours so worked.

**Section 5.9. Work Breaks:**

Breaks may be taken at the discretion of the supervisor, for reasonable intervals, at reasonable times, and with such other units as the supervisor may deem reasonable. The supervisor shall ensure that adequate coverage exists at all times during break periods. The break period is considered on-duty

time, and personnel are considered available for any assignment during any break period, including all routine calls within their beat.

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**Section 5.10. Compensatory Time:**

An employee who is entitled to time and one-half pay under this Agreement may elect compensatory time at time and one-half rate, in lieu of pay, to a maximum of eighty (80) hours, by giving advance notice to the Village. In addition, an officer may cash out their accumulated compensatory time by providing advance notice to the Village.

An employee with accrued compensatory time may make advanced request for time off (increments no less than half an hour), and time off will be approved by the Chief or his designee based upon departmental needs.

In the event that any Officer covered by this Agreement terminates his employment with the Village of Algonquin, he shall be paid his then hourly rate of pay for each hour accumulated as compensatory time.

On a quarterly basis, the Village shall provide the Union with the accrued compensatory time for all covered officers. On an annual basis (coinciding with the sick day buy back), officers can sell back up to (80) hours of accumulated comp time to be applied toward one of the Village's deferred compensation programs.

**Section 5.11. No Pyramiding:**

Compensation shall not be paid more than once for the same hours under any provision of this Article or this entire Agreement.

**Section 5.12. Training Academy:**

Newly hired officers attending a police training academy shall be compensated at the appropriate straight time rate of pay for eight (8) hours for each day spent in training, and shall be compensated for time and mileage spent for one (1) round trip from either the police department to the academy or their home to the academy, whichever is less and shall be compensated for mileage spent for an additional one (1) round trip from either the police department to the academy or their home to the academy, whichever is less. In addition, while an Officer is attending the academy, the Officer's payroll checks (with written authorization) can be mailed to the location specified by the Officer.

Covered officers voluntarily leaving the employment of the Village for the purpose of police employment elsewhere shall reimburse the Village for expenses actually incurred for state-required basic training only, as set forth below:

Departure prior to completion of one (1) year of service -  
100% reimbursement, with maximum reimbursement of \$3,000.00.

Departure prior to completion of two (2) years of service -  
50% reimbursement, with maximum reimbursement of \$1,500.00.

Covered employees shall not be liable for costs of field training or wages earned. The reimbursement provisions of this Section shall not apply to covered employees employed prior to the date of execution



of this Agreement. Employees will be notified of this requirement prior to the extension of an offer of employment with the Algonquin Police Department.

**Section 5.13. Lateral Hires:**

At the discretion of the Chief of Police, newly hired police officers who have previous police experience, as full time police officers and are Illinois certified officers or equivalent, may be placed in the wage schedule as set forth below:

- 1 to 2 years experience may start at the one-year step
- 2 to 3 years experience may start at up to the 2 year step
- 3 to 4 years experience may start at up to the 3 year step
- Over four years experience may start at up to the 4 year step

Placement of newly hired officers pursuant to this Section shall be for salary purposes only, and shall not affect a newly hired officer's seniority for any other purpose.

**ARTICLE VI  
UNION SECURITY AND DUES CHECK-OFF**

**Section 6.1. Fair Share:**

~~During the term of this Agreement, Police Officers who are not members of the Chapter shall, commencing thirty (30) days after the effective date of this Agreement, pay a fair share fee to the Chapter for collective bargaining and contract administration services tendered by the Chapter as the exclusive representative of the officers covered by this Agreement. Such fair share fee shall be deducted by the Village from the earnings of non-members and remitted to the Chapter each month. The Chapter shall annually submit to the Village a list of the officers covered by this Agreement who are not members of the Chapter and an affidavit, which specifies the amount of the fair share fee, which shall be determined in accordance with the applicable law.~~

**Section 6.21. Dues Deductions:**

Upon receipt of proper written authorization from an employee, the Employer shall deduct each month's Chapter dues in the amount certified by the Treasurer of the Chapter from the pay of all officers covered by this Agreement who, in writing, authorize such deductions. Such money shall be submitted to the Metropolitan Alliance of Police within twenty one (21) days after the deductions have been made.

**Section 6.32. Indemnity:**

The Chapter hereby indemnifies and agrees to hold the Employer harmless against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of, any action taken or not taken by the Employer for the purpose of complying with the provisions of this Article, and shall reimburse the Village for all legal costs that shall arise out of, or by reason of action, taken or not taken by the Village in compliance with the provisions of this Article provided the Village does not initiate or prosecute such action.

**Section 6.43. Revocation of Dues:**

A Chapter member desiring to revoke the dues check-off may do so by written notice to the Employer at any time upon thirty (30) days notice.

**Section 6.54. Union Membership:**

The decision to join the Union or not join the Union is the individual decision of each employee. Neither the Village nor the Union will interfere with an employee's freedom of decision and/or discriminate against any employee because of Union membership or non-membership.

**Section 6.65. Bulletin Boards:**

The Village shall provide the Chapter with designated space on available bulletin boards, upon which the Chapter may post its official notices of a non-political, non-inflammatory nature. The Union will limit the posting of Union notices to said bulletin board.

**Section 6.76. Labor-Management Meetings:**

The Chapter and the Employer agree that, in the interest of efficient management and harmonious employee relations, quarterly meetings will be held between no more than two (2) Chapter representatives and responsible administrative representatives of the Employer. In addition, meetings may be requested by either party at least seven days in advance by placing in writing a request to the other for a "labor-management conference" and expressly providing the specific agenda for such conference. Such conferences, times and locations, if mutually agreed upon, shall be limited to:

- a. discussion on the implementation and general administration of this Agreement;
- b. a sharing of general information of interest to the parties; and
- c. safety issues.

It is expressly understood and agreed that such conferences shall be exclusive of the grievance procedure. Specific grievances being processed under the grievance procedure shall not be considered at "labor-management conferences, nor shall negotiations for the purpose of altering any or all of the terms of this Agreement be carried on at such conferences.

Attendance at labor-management conferences shall be voluntary on the employee's part. Attendance at such conferences shall not interfere with required duty time and attendance, if during duty time, is permitted only upon prior approval of the employee's supervisor. The Village in its sole discretion shall determine its representatives at such meetings.

**ARTICLE VII  
VACATION**

**Section 7.1. Eligibility and Allowances:**

All employees shall be eligible for paid vacation time after the completion of six (6) months of continuous full-time employment. Vacation accrues proportionally each pay period, not in one lump sum.

**Section 7.2. Vacation Pay:**

The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job classification at the commencement of the vacation period.

**Section 7.3. Scheduling:**

Vacations shall be scheduled on a year round basis. During the November 1<sup>st</sup> to December 15<sup>th</sup> vacation selection timeframe, the officers with the most seniority making a vacation day request that results in a second person off on a shift for one (1) day in conjunction with a five (5) day vacation block will not be denied that request. (RDO's may occur on either side or during the five-day minimum vacation day request.) This vacation day use outside the current time off policy will be limited to six (6) instances per vacation year for the entire bargaining unit. Employees shall select their vacations according to seniority, with all vacations chosen by December 15<sup>th</sup> of each year if seniority is to apply. The Police Chief shall schedule vacations and determine the maximum number of employees who may be on vacation at any one time, taking into account the needs of the Department, employee advance requests, and employee seniority. Vacation may not be taken in increments of less than one (1) full day.

Subject to the approval of the Chief or his designee, a maximum of five (5) vacation days may be carried over to the following calendar year but they must be used in the first quarter of the year or be lost.

**Section 7.4. Accrual Schedule:**

Vacation leave shall be earned during the employment year, anniversary date to anniversary date, (anniversary date shall mean date of hire) at the following rates:

0 up to 6 months	Zero (0) days
After 6 months but less than 1 year:	<del>One-Eight (8) hours</del> <u>day</u>
After 1 year but less than 2 years:	<del>Six (6) days</del> <u>Forty-eight (48) hours</u>
After 2 years but less than 5 years:	<del>Eighty-eight (88) hours</del> <u>Eleven (11) days</u>
After 5 years but less than 11 years:	<del>One hundred thirty-six (136) hours</del> <u>Seventeen (17) days</u>
After 11 years but less than 18 years:	<del>Twenty-two (22) days</del> <u>One hundred seventy-six (176) hours</u>
After 18 years, but less than 24 years:	<del>Twenty-six (26) days</del> <u>Two hundred eight (208) hours</u>

After 24 years:

~~one~~ Eight additional ~~day~~ hours of  
vacation will be accumulated every  
~~\_\_\_\_\_~~ year until  
the thirtieth year of employment.



**Section 7.5. Accumulation:**

Vacation credit shall not be accumulated during any layoff period, nor shall vacation credit be accumulated during an unpaid leave of absence.

**Section 7.6. Village Emergency:**

In case of an emergency, the Village Manager or Police Chief may cancel and reschedule any or all approved vacation leaves in advance of their being taken, and/or recall any officer from vacation in progress.

**ARTICLE VIII  
HOLIDAY AND PERSONAL TIME**

**Section 8.1. Holiday:**

The following nine days are holidays with pay for all officers in the Village service:

New Year's Day	Thanksgiving Day
Good Friday	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

When a holiday falls on a Saturday the preceding Friday shall be observed as a holiday. When a holiday falls on a Sunday the following Monday shall be observed as a holiday.

**Section 8.2. Holiday Pay:**

Officers scheduled to work on a holiday shall do so. Holiday pay shall be paid on the following basis:

a. Any employee taking an unexcused absence on the day before or after a holiday shall not be paid for that holiday. An unexcused absence shall include, but not be limited to the following: AWOL, any vacation day or personal day that has not been previously approved. The Chief of Police, at his discretion, may require an officer using paid sick leave on the day before or after a holiday to provide written proof of illness, if the officer has used paid sick leave in conjunction with a holiday previously within the term of this Agreement. The Chief of Police must notify an affected officer that he/she is to provide said notice prior to the use of a sick day.

b. If an Officer works on a holiday, compensation will be at one and one-half (1 1/2) times the Officer's hourly rate for each hour worked, plus eight (8) hours pay for the holiday. Any officer who works more than eight hours in conjunction with their holiday shift shall be compensated at two (2) times that officer's regular hourly rate of pay for all hours worked beyond eight (8) hours, plus eight (8) hours pay for the holiday. Any officer not scheduled to work a particular holiday who is called in to work that holiday shall be compensated at two (2) times the officer's regular hourly rate of pay for all hours so worked, plus eight (8) hours pay for the holiday.

c. If a holiday falls on an officer's regularly scheduled day off, he shall receive eight (8) hours pay upon submitting a benefit sheet.

d. Officers not assigned to the patrol division will receive the day off with pay on holidays designated in Section 8.1.

e. Any Officer who is on a regularly scheduled vacation between Monday and Friday of a week, which includes a scheduled holiday, will receive an additional eight (8) hours pay for the holiday or an additional day off.

**Section 8.3. Personal ~~Days~~Hours:**

Each new employee shall receive ~~one-eight~~ personal ~~day-hours~~ on the completion of his or her third month, sixth-month and ninth month of service. Thereafter, regular full-time employees who have completed one (1) full year of employment will receive ~~three-twenty-four (24)~~ ~~hours of~~ paid personal ~~dayshours~~\* to be absent from work. These ~~three-days~~~~twenty-four (24) hours~~ must be used by the end of the fiscal year in which they are provided. \*After your first anniversary date, personal ~~days-hours~~ are awarded at the beginning of every fiscal year (May 1). The Chief or his designee must approve the use of personal ~~dayshours~~. Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Unused personal ~~days-hours~~ cannot be carried over from year to year. Any personal days not used in the calendar year will be forfeited unless the Chief or his designee gives approval for carry-over of those days. Any personal ~~days-hours~~ carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. In the event of death, any unused personal days shall be paid to the designated beneficiary of the deceased employee.

**ARTICLE IX  
LEAVE OF ABSENCE**

**Section 9.1. Absence from Work:**

All absences from work must be reported to the Supervisor in charge prior to assigned working shift.

**Section 9.2. Sick Leave:**

Police Officers shall begin accruing sick leave after ninety days following their date of hire at the rate of one (1) day per month of service, up to a maximum of two hundred and forty (240) days. The employee must work a minimum of one-half (1/2) the normal working days to be credited with a sick day within any month. For periods of sick leave absence of more than three (3) days, patrol officers may, if requested, be required to submit medical documentation or other acceptable evidence of incapacity for work to the Police Chief (or his designee).

The Chief or his designee may grant use of sick days for emergency leave. This must be approved one (1) day in advance and only under unusual circumstances. This may apply to personal business when use is impossible during off hours. Leave is limited to time necessary for appointments. Employees are expected to return to work as soon as possible. Sick pay usage shall be utilized in ½ an hour increments.

An employee who uses less than four (4) days sick leave in the one (1) year period between May 1 and April 30 may receive (at the employee's option) payment (at the hourly rate as of April 30) for the difference between four (4) days and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after May 1 of any year are not eligible for this payment in the fiscal year in which they are hired. At the employee's option, this payment may be made to the employee through the payroll process or applied to one of the Village's deferred compensation programs.

Upon separation, the Village will pay the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of

300 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one-half of the 26 days that are in excess of the 60 days). This payment may be applied toward a health insurance fund maintained internally by the Village of Algonquin to be applied toward the Village's total insurance premium rates for the coverage selected (not the employee rate). To apply, the employee must officially retire (draw a pension). Any remaining funds would be forfeited if there is a lapse in coverage and/or coverage is cancelled.

Management has the right to require an employee to obtain a doctor's note after an employee has used three sick days instances in any rolling 12-month period. An instance is one illness or one event, whether 2 hours or one week in duration as long as it consists of consecutive days. Any sick time use where a doctor's note is provided or is pursuant to FMLA leave will not be counted against these instances. The request will be made at, or as reasonably close to, the sick time call in as possible.

**Section 9.3. Medical Leave (including pregnancy):**

Final approval on all medical leaves is vested exclusively with the Village Manager. In order for a medical leave to be approved, the employee must submit a statement from the employee's doctor indicating temporary disability, medical attention required, and the expected duration of the disability. A medical leave shall be on an unpaid basis and it shall not exceed three (3) months, unless express, written approval is first obtained from the Police Commission.

Employees are required to substitute accrued paid benefit time for any part of an FMLA leave taken. Substitution of accrued benefit time for unpaid leave will occur in the following order for the following three FMLA-qualified reasons:

1. Birth of an employee's child - For the first three days, the Village will allow the employee to use Sick Time, thereafter the following sequence occurs: Vacation, Compensatory Time, Personal Days, Sick Time.
2. Care for an employee's immediate family member - Vacation, Compensatory Time, Personal Days, Sick Time.
3. Employee's own serious health condition - Sick Time, Vacation, Compensatory Time, Personal Days.

Police Officers returning to work after any disability leave must have a written release from a physician verifying that they are able to return to work and safely perform the essential functions of their job. While on disability leave, the Chief has the authority to demand monthly status reports verifying the need for the continued leave.

All medical leaves granted by the Village of Algonquin shall be in full compliance with the Federal Family Medical Leave Act.

**Section 9.4. Funeral Leave:**

The Chief or his designee will grant leave with pay for funerals and wakes in the immediate family. The immediate family shall be defined to include spouse, parents, children, grandparents, brother, sisters and equivalent in-laws. The maximum funeral leave shall be three (3) days.

**Section 9.5. General Leave of Absence:**

A Police Officer, regardless of length of service or status, may be absent from work without pay and without losing seniority benefits for a period of one (1) year, subject to written approval of Chief of Police. In no case shall benefits accrue to the Police Officer while he is on an extended leave of absence beyond thirty (30) days. Unauthorized absence from work shall be cause for disciplinary action.

**Section 9.6. Military Leave:**

A full time Police Officer of the Village shall be entitled to a military leave of absence without pay while serving with the Armed Forces of the United States. Such Police Officer shall, upon honorable discharge from Military Service be returned to the same position or one of like seniority status and pay. Such person shall apply for re-employment within thirty (30) days after separation from active duty and shall report for work within sixty (60) days after separation from active duty. Should a Police Officer already on military leave voluntarily reenlist or voluntarily extend his or her period of military service, military leave for that Police Officer shall be terminated.

A Police Officer shall be entitled to military leave without pay as a member of an organized reserve unit of the Armed Forces of the United States should such unit be ordered to active duty in a time of National emergency or for training exercises. Such leave of absence for military reserve training exercises shall not exceed two (2) weeks in each calendar year without prior approval of the Chief of Police.

All military leave shall be subject to and in accordance with all applicable Federal Law and the Illinois Serviceman's Employment Tenure Act (Illinois Compiled Statutes 330 ILCS 60/4~~et. seq.~~).

**Section 9.7. Jury Duty:**

Police Officers called for jury duty will receive their regular compensation for the length of their jury duty, minus the amount of any stipend received for jury duty.

**Section 9.8. Benefits While On Leave:**

Unless otherwise stated in this Article or otherwise required by law, length of service and other benefits shall not accrue nor be eligible for any employee who is on an approved leave status. During an approved leave of absence or layoff under this Agreement, the employee shall be entitled to coverage under applicable group and life insurance plans to the extent provided in such plan[s], provided the employee makes arrangements for the changes and arranges to pay the entire insurance premium involved, and any additional surcharges allowed by law, including the amount of premium previously paid by the Village.



**ARTICLE X  
EDUCATION BENEFITS**

**Section 10.1. On-Duty Training:**

Police Officers attending required training sessions away from the Police Department shall either be provided transportation to and from the training location, if available, or shall be paid the prevailing rate mileage allowance for the use of their own vehicle. An officer who attends a police related seminar, upon the direction of the Chief, on his own time will receive one (1) hour pay at the Officer's straight time hourly rate of pay for each hour spent in said seminar. In addition, the Village will pay for travel time as follows:

The parties agree travel time shall not be included in the calculation of hours worked for purposes of overtime compensation. Actual time spent in training shall be included in the calculation of hours worked for purposes of overtime compensation. Officers shall be compensated at the Officer's straight time hourly rate of pay for travel time to and from said seminar in accordance with the list attached as Appendix C. Should the Village require attendance by officers at additional schools, the parties agree to negotiate standard travel times for travel to and from said schools.

Police Officers attending training, which is not required by the Department but at the request of the Police Officer shall, do so on their own time and shall not be entitled to compensation. It is also agreed that the transportation to and from these training sessions will be the Officer's responsibility.

The parties agree that when an officer is required to stay overnight for training, that officer shall be given a cash allotment \$32.00 dollars for overnight, \$6.00 for breakfast, \$10.00 for lunch and \$16.00 for dinner with receipts required. Training where meals are provided will not be reimbursed (i.e. if lunch is offered, no reimbursement will be paid). If a meal is provided, the value of that meal shall be deducted from the stipend. (e.g. if lunch is provided, \$10.00 is deducted from the \$32.00). If an officer is required to stay overnight, meal money shall be advanced to that officer, provided the officer submits a written request to the Chief of Police or his designee at least ten (10) calendar days prior to the training date. Each Officer on such an assignment shall turn the balance of such funds to the Village along with receipts for expenditures for meals at the end of said training assignment.

**Section 10.2. Scheduling of On-Duty Training:**

All Police Officers assigned to in-house training shall be given notice of such training with a posting of the shift schedules. When training outside the Department is scheduled for Officers covered herein, said Officers shall be given as much notice as possible as the Village receives notice from the training facilities.

**Section 10.3. Educational Incentive:**

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from the Chief of Police no later than two (2) months prior to the beginning of the fiscal year in which the employee wishes to attend the training. The Chief of Police shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement that is not classified as such.

Reimbursement may be made for tuition, required books, or required class materials, upon submission of written receipts for same, according to the following schedule, only after completion of the course or training session:

Grade A - 90% reimbursement	Grade B - 70% reimbursement
Grade C - 50% reimbursement	Grade D or F - no reimbursement

If a course is only offered as a Pass/Fail, then a "Pass" grade shall be reimbursed at the 70% level and a "Fail" grade shall receive no reimbursement. If a course has an option to be graded as Pass/Fail, then a "Pass" grade shall be reimbursed at the 50% level and a "Fail" grade shall receive no reimbursement.

Certification of completion of the class and a grade report must be submitted.

Tuition reimbursement does not include mileage, activity or student fees, meals, lodging, parking, tolls, general supplies, or other incidental expenses. Reimbursement of tuition and/or completion of such training shall not be construed as guaranteeing that an employee will be retained, promoted, or advanced.

Courses or programs that may be eligible for reimbursement include classes offered by an accredited college, university, or technical school, courses offered as part of an adult continuing education program, and courses offered by a professional educational or training company or facility.

Training or classes which an educational institution requires to be taken to satisfy general degree requirements and which are not directly related to the specialization or major of a degree program will not be considered for reimbursement.

Employees enrolling in educational courses are encouraged to take advantage of and pursue other financial sources, such as grants, scholarships, G.I. benefits, and fellowships that they are eligible to apply for or receive. The Village will consider the difference between any financial aid awarded and the actual cost of tuition for reimbursement.

The maximum amount of tuition or training reimbursement that may be paid to any employee is one thousand five-hundred (\$1,500) for undergraduate work or three thousand dollars (\$3,000) for postgraduate courses in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

Employees wishing to participate in our Tuition Reimbursement Program will be required to sign a Tuition Reimbursement Refund Agreement. This agreement will be provided when your request is granted.

**Section 10.4. Travel and Meeting Expense Allowances:**

The Village, upon the Chief's approval, shall reimburse Police Officers for professional conferences and training seminars, providing such funds are available and the conference and/or training seminars are job related.

Conventions, seminars, workshops, and conferences, generally of a national scope or regional (multi-state) scope may be attended by Officers if the gathering of national groups is specifically related to his technical area. In all cases, specific approval by the Chief of Police is necessary.

Police Officer wishing to attend a conference or gathering at his expense must receive written prior approval of the Chief of Police to be away from his or her regular duties.

Any Police Officer attending any conference, meeting, seminar or convention as a representative of the Village of Algonquin is expected to conduct himself or herself in a manner as if he or she was still at work. Any improper conduct will be treated as if it occurred during regular working hours.

Any Police Officer attending any conference, meeting, seminar or convention and being reimbursed by the Village is to submit paid receipts for reimbursable expenses. The Village Treasurer will not reimburse expenses which are not documented or which are unreasonable.

**ARTICLE XI  
GRIEVANCE PROCEDURE**

**Section 11.1. Definition:**

It is mutually desirable and hereby agreed that all grievances shall be handled in accordance with the following steps. For the purposes of this Agreement, a grievance is any dispute or difference of opinion raised by an employee or the Chapter against the Employer involving the meaning, interpretation or application of the provisions of this Agreement. The parties agree that the discipline of oral or written reprimands shall be subject to the jurisdiction to the grievance procedure. Any time period provided for under the steps in the grievance procedure may be mutually extended or contracted.

**STEP ONE:** The employee, with or without a Chapter representative, may take up a grievance with the employee's immediate supervisor designated by the Chief, within ten (10) calendar days of its occurrence. The supervisor shall then attempt to adjust the matter and shall respond within ten (10) calendar days after such discussion. If the grievance is adjusted at Step One, the supervisor shall notify the Chief and Chapter representative in writing within ten (10) days thereafter the nature of the grievance and its resolution.

**STEP TWO:** If not adjusted in Step One, the grievance shall be reduced to writing and presented by the Chapter to the Chief of Police within ten (10) calendar days following the receipt of the supervisor's answer in Step One. The Chief of Police shall attempt to adjust the grievance as soon as possible, and therefore will schedule a meeting with the employee, the supervisor involved and Chapter Representative within ten (10) calendar days after receipt of the grievance from the Chapter. The Chief of Police shall then render a decision, based on the supplied information during the meeting, within ten (10) calendar days of the meeting.

**STEP THREE:** If the grievance is not adjusted in Step Two, the grievance shall be submitted to the Village Manager or his designated representative within five (5) calendar days of the receipt from the Chief of police his response to the Step Two procedure. A meeting shall be held at a mutually agreeable time and place and participants shall discuss the grievance and hopefully come to an equitable solution. If a grievance is settled because of such meeting, the settlement shall be reduced to writing and signed by the parties. If no settlement is reached, the Village Manager, or his designated representative, shall give the Chapter the Employer's answer within ten (10) calendar days following their meeting.

**STEP FOUR:** a. If the Chapter is not satisfied with the decision of the Village Manager, the Chapter may appeal the grievance to arbitration by notifying the Village Manager in writing within ten (10) calendar days after receipt of the Village Manager's response in Step 4. Within ten (10) calendar days of receipt of such request the Chapter and the Village shall jointly submit the dispute to the Federal Mediation and Conciliation Service (FMCS), if the Federal Mediation and Conciliation Services is unavailable or unable to hear this dispute then the parties shall jointly submit the dispute to the American Arbitration Association and shall request a panel of five (5) arbitrators. If agreement cannot be reached in the selection of an arbitration service, the choice shall be determined by a coin toss. Each party retains the right to reject one panel in its entirety and request that a new panel be submitted. Both the Village and the Chapter shall have the right to strike two (2) names from the panel. The order of alternate striking shall be determined by a coin toss, with the losing party striking the first and third names. The person remaining shall be the arbitrator. The arbitrator shall fix the time and place of the hearing which shall be as soon as possible after his selection subject to the reasonable availability of Chapter and Village representatives.

The Arbitrator shall be notified of his selection and shall be requested to set a time and place for the hearing subject to the availability of Chapter and Village representatives.

The Village and Chapter shall have the right to request the Arbitrator to require the presence of witnesses or documents. Both parties may retain the right to employ legal counsel.

b. The power of the arbitrator shall be limited to the interpretation and application of the written terms of this Agreement. In no event may the terms and provisions of the Agreement be deleted, modified or amended by the arbitrator. He shall consider and decide only the specific issue raised by the grievance as originally submitted in writing to the Village, and shall have no authority to make his decision on any issue not so submitted to him. The arbitrator shall submit in writing his decision within thirty (30) calendar days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. In the event the arbitrator finds a violation of the Agreement, he shall determine an appropriate remedy. The decision of the arbitrator shall be final and binding on the parties. No decision or remedy of the arbitrator shall be retroactive beyond the period specified in Step 1 of this grievance procedure.

**Section 11.2. Fees and Expenses of Arbitration:**

The fee and expenses of the arbitrator and the cost of the written transcript, if requested by both parties, shall be divided equally between the Village and the Chapter provided, however, that each party shall fully bear the expense of preparing and presenting its own case including the costs of witnesses and other persons (not employed by the Village) it requires to attend the arbitration. Should only one party request a transcript, that party shall pay for the cost of the transcript.

**Section 11.3. Forms:**

The Village shall furnish mutually acceptable grievance forms, which shall be used by both parties.

**Section 11.4. General Rules:**

a. Any decision not appealed by the employee or the Chapter as provided within the time limits specified in each step shall be considered settled based on the latest decision and shall not be subject to further appeal. Any grievance not answered within the time limits specified in each step shall be automatically appealed to the next step. However, time limits at each step may be extended by mutual written agreement of the Chapter and the Village.

b. No matter or action shall be treated as a grievance unless a grievance is filed in accordance with this Article.

c. No grievance settlement made as a result of the grievance procedure shall contravene the provisions of this Agreement.

**Section 11.5. Notice of Union Representation:**

The Chapter shall certify to the Village the names of those officers who are designated as representatives (stewards) for each shift and the Investigations Division. These officers shall be the only employees authorized to function as representatives/stewards on each respective shift and division, other than Chapter Executive Board members who are assigned to the respective shifts or Division.

**Section 11.6. Rights of Chapter:**

Nothing herein shall interfere with the rights of the Chapter as set forth in Section 6 (b) of the Act.



## **ARTICLE XII NON-DISCRIMINATION**

### **Section 12.1. Non-Discrimination:**

In accordance with applicable law both the Village and the Chapter agree not to discriminate against any employee covered by this Agreement in a manner which would violate federal or state laws on the basis of race, sex, creed, religion, color, marital status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicaps and Chapter activities.

### **Section 12.2. Chapter Activity:**

The Village and Chapter agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by law or by this Agreement, or on account of membership or non-membership in, the Chapter.

## **ARTICLE XIII DISCIPLINE**

### **Section 13.1. Just Cause:**

No Police Officer shall be suspended or discharged except for just cause, with the exception that probationary Officers may be suspended or discharged with or without cause.

### **Section 13.2. Jurisdiction of Police Commission:**

Disciplinary action, up to and including termination, is subject to the jurisdiction of the Board of Police Commissioners according to the applicable State law, and in accordance with the Rules and Regulations of the Algonquin Board of Police Commissioners. Notice of said disciplinary action shall be provided in writing to the employee. Nothing in the Article, however, shall be construed in such a manner as to make the reprimand, suspension or discharge of a probationary officer the subject of a hearing before the Board of Police Commissioners, or part of the Grievance Procedure.

### **Section 13.3. Written Reprimand:**

In cases of written reprimand, notation of such reprimand shall become a part of the employee's personnel file and a copy given to the employee.

### **Section 13.4. Personnel File:**

The Village agrees to abide by the lawful requirements of the "Personnel Record Review Act", Illinois Compiled Statutes 820 ILCS 40/.01 et. seq.

### **Section 13.5. Use of Written Reprimand:**

Any written reprimand given to an employee shall not be used for any purpose external to the Village. Any written reprimand, no matter how old, may be introduced when relevant at a disciplinary proceeding before the Board of Police Commissioners or otherwise used for any reasonable purpose internal to the Village.

**ARTICLE XIV  
INVESTIGATIONS CONCERNING OFFICERS**

**Section 14.1. Right to Investigate:**

The Village agrees to abide by the lawful requirements of the Illinois Revised Statutes, Chapter 85, Subsections 2551, et. seq.

**Section 14.2. Timeliness of Investigation:**

The Village agrees to periodically inform any officer covered by this Agreement of the ongoing status of any investigation concerning the affected officer pursuant to this Article. Such information shall be provided to the officer thirty (30) days following the date of any formal interrogation pursuant to the Uniform Police Officers Disciplinary Act 50 ILCS 725/1 et. seq., and shall be provided each thirty (30) days thereafter. This section does not limit or interfere with the authority of the Chief of Police to discipline police officers covered by this Agreement.

If not on duty, the affected officer shall be compensated for time spent during the interrogation/interview at the affected officer's applicable straight or overtime rate of pay.

**Section 14.3. Drug and Alcohol Testing Policy:**

The policy in effect as of the execution of this agreement shall remain in effect throughout the duration of the Agreement. The Village shall not change the policy in any way without first notifying the Union and negotiating with the Union prior to any such change(s). The policy is attached as Appendix D.

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**Section 14.3. Drug and Alcohol Testing Following Officer Involved Shootings:**

The Drug and Alcohol Testing Following Officer Involved Shootings policy is contained in Appendix E of this Agreement. The purposes of this Section, and Appendix E, is to comply with Illinois public Act #100-0389, as codified in 50 ILCS 727/1-2, and as amended from time to time. Should the provisions of this Act be repealed, stricken, held unconstitutional or unenforceable by any court of competent jurisdiction, then this Section and Appendix E shall be deemed null and void.

**ARTICLE XV  
HOSPITALIZATION, DENTAL, OPTICAL AND LIFE INSURANCE**

**Section 15.1. Hospitalization:**

The Village shall continue to provide hospitalization coverage at no cost to each eligible employee for individual coverage. The terms of the hospitalization program shall be exclusively controlled by the plan documents, and police officers shall be provided with the same coverage provided to non-Union Personnel at the Village. Employees shall be responsible to contribute to health insurance premiums for other than individual coverage as set forth below:

Single plus one and/or Family coverage:

15% a month of the actual and total premium paid by the Village for invoice(s) for the health and/or dental coverage (i.e. \$118.52 which is 15% of the actual \$790.12 paid by the Village for health and dental premium for family HMO coverage, \$179.64, which is 15% of the actual \$1197.60 paid by the Village for health and dental premium for family PPO coverage).

Premiums paid by contractual employees will not exceed those paid by other non-administrative employees. Current employees (as determined by the seniority list) utilizing single coverage will continue to pay no premium for that coverage.

All new hire employees hired on or after May 1, 2013, will contribute 15% of premium costs for health and dental insurance for all levels of coverage

Commented [RMU1]: For clean-up. Otherwise, will be confusing which new hires the following language applies to.

**Section 15.2. Life Insurance:**

The Village shall continue to provide life insurance on each Police Officer. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and Police Officers shall be provided with the same coverage provided to non-Union personnel at the Village.

**Section 15.3. Continuation of Benefit:**

When an officer is killed in the line of duty, the Village will pay the full costs of premiums for current health insurance for the benefit of the spouse and minor children of the deceased Officer. Said coverage shall continue for the Officer's spouse until and unless the spouse remarries or becomes eligible for Medicare. Said coverage shall continue for the Officer's minor children until they reach the age of ~~eighteen (18)~~twenty-five (25) years.

Commented [RMU2]: Grammatically including "years" makes little sense.

**ARTICLE XVI  
UNIFORM AND EQUIPMENT BENEFITS**

**Section 16.1.1 Uniform and Equipment Benefits (for all Officers hired prior to 11/16/2005):**

Each Officer covered by this Agreement that shall receive a Uniform allowance of \$700.00 per fiscal year. The Village shall make the yearly uniform allowance available at the end of each fiscal quarter, with the payment for that quarter being equal to the amount of the receipt(s) showing proof of purchase or proof of maintenance of uniforms for that quarterly period, until the \$700.00 limit is reached. At the end of each quarter, the Village shall provide covered employees with a statement showing the affected officers' remaining uniform allowances.

Upon advance prior written approval of the Chief, an Officer may be permitted to purchase more than \$700.00 in uniforms and/or acceptable equipment in one (1) year with the understanding that the Officer will be reimbursed for any amount over \$700.00 in the following year.

Whenever the Village reimburses an Officer that was hired before 11/16/2005, for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning all uniforms and/or equipment up to the amount in which the Officer was previously reimbursed. Under no circumstances will a terminated Officer be required to return uniforms and/or equipment to cover past reimbursements totaling more than \$1,400.00.

**Section 16.1.2 Uniform and Equipment Benefits for Officers Hired after 11/16/2005:**

Each officer upon hire shall have uniform items issued to him. The items that will be issued are listed in the Algonquin Police Department Initial Issue Uniform List.

Algonquin Police Department Initial Issue Uniform List

Item	# Issued	Item	# Issued	Item	# Issued
Pants	3	Shirt, Long Sleeve	3	Shirt, Short Sleeve	3
Turtleneck	3	Jacket	1	Latex Glove Pouch	1
Raincoat	1	CPP SM-1 Traffic Vest	1	Report Clipboard	1
Hat Strap	1	Hat Cover	1	Baseball Cap	2
Duty Belt	1	Inner Belt	1	Holster	1

Boots	1	Handcuff Case	1	ASP Holder	1
Keepers	4	Radio Holder	1	Handcuffs (Chain)	1
Shoes <u>or</u>	1	Magazine Holder	1	ASP 26"	1
Body Armor	1	Fox Labs OC	1	OC Holder	1
Badge	1	Citation Holder	1	P-ticket Holder	1
Hat	1	Duty Ammunition	1 Box (50)		

Whenever the Village purchases equipment for an officer, or reimburses an Officer for the purchase of uniforms and/or acceptable equipment and the Officer's employment is terminated, either voluntarily or involuntarily, then the Officer is responsible for returning all uniforms and/or equipment on the list and any specialized equipment purchased pursuant to assignment.

**Section 16.2. Training Ammunition:**

Each officer covered by this Agreement shall be supplied with nine (9) boxes of ammunition (fifty rounds/box) for his primary duty weapon for all qualifications and training sessions. Training sessions are to be completed on the officer's own time and at the officer's discretion. The Village shall supply this ammunition at no cost to the affected officer.

**Section 16.3. Protective Vests:**

The Village agrees to provide each officer commencing employment with the Algonquin Police Department a protective vest, valued up to a maximum of six hundred dollars (\$600.00) per officer.

An officer may replace said vest every five (5) years, and shall receive a replacement vest valued up to \$600.00 from the Village. The body armor provided will meet the requirements for Type II or III-A classification of the National Institute of Justice (NIJ) Standard 0101.04 (or current applicable NIJ standard). An officer wishing to replace body armor that is four years old, or older, must make the request by December 31<sup>st</sup>. The body armor will be replaced in the following fiscal year. The Village will replace, as soon as possible, body armor that is shot with a bullet or otherwise compromised by a knife or other weapon. The selection of the new protective vest must be approved by the Chief of Police or his designee. Officers may utilize uniform allowance to cover the remainder of the cost of a new vest.

Officers receiving vests shall be required to return any used vests, (which were purchased with Village funds), to the Village.

Upon the return of the protective vest, any officer who was hired prior to the signing of this agreement, leaving the employ of the Village may receive a \$200 credit toward the \$1,400 maximum reimbursement required under Section 16.1 above.

The parties agree that the Village may require all police officers to wear protective vests while on duty.

**ARTICLE XVII  
OFF DUTY EMPLOYMENT**

**Section 17.1. Employment Outside Department:**

The Chief of Police may restrict off duty employment in the best interest of department operations. Patrol Officers may be allowed to engage in off duty employment up to a maximum of twenty (20) hours per week, subject to the prior written approval of the Chief of Police or his designee.

**Section 17.2. Extra Duty Details:**

When the Chief posts an extra duty detail for Patrol Officers, it will be filled by Officers on a seniority-rotating basis. Any Officer who accepts an extra duty assignment and later rejects or declines it without reasonable cause is responsible for finding a replacement. Any Officer that, without good cause, fails to cover an accepted extra-duty assignment will be subject to discipline and/or restrictions from future detail work for a period of six (6) months.

**ARTICLE XVIII  
SENIORITY**

**Section 18.1. Seniority:**

Unless stated otherwise in this Agreement, seniority for the purpose of this Agreement shall be defined as a Police Officer's length of continuous full time service with the Village since the Police Officer's last date of hire.

**Section 18.2. Determination of Seniority:**

Seniority shall be determined by Police Officers' length of service in the department. Time spent in the armed forces on military leave of absence and authorized leaves not to exceed one (1) year and time loss duty related disability shall be included.

**Section 18.3. Maintenance of Seniority List:**

A current and up-to-date seniority list showing the names and length of service of each Police Officer shall be maintained for inspection by members and shall be updated on a semiannual basis. This list is contained in Appendix B, which is attached hereto and made a part hereof.

**Section 18.4. Forfeiture of Seniority:**

A Police Officer shall forfeit his seniority rights upon separation from services due to dismissal, layoff or retirement. Full seniority rights shall be reinstated provided that any officer, who has a break in service of more than one year, must successfully complete a retraining program prescribed and approved by the Chief of Police and at the Village's expense and under the following conditions:

- a. A Police Officer is dismissed and later reinstated by a Court of competent jurisdiction.
- b. A Police Officer is separated due to a layoff or reduction in force and is later reinstated under conditions provided in the Illinois Compiled Statutes.

**Section 18.5. Purpose of Seniority:**

Employees shall be allowed preference according to seniority on all sections specifically designating seniority as an accounting procedure.



**ARTICLE XIX  
BOARD OF POLICE AND FIRE COMMISSIONERS**

**Section 19.1. Board of Police Commissioners:**

The parties recognize that the Village of Algonquin Board of Police Commissioners has certain statutory authority over employees covered by this Agreement, including but not limited to the right to make, alter and enforce rules and regulations and impose disciplinary sanctions. Nothing in this Agreement is intended in any way to replace and diminish any such authority.

**ARTICLE XX  
SAVINGS CLAUSE**

**Section 20.1. Savings Clause:**

In the event any Article, Section or portion of this Agreement should be held invalid and unenforceable by any board, agency or court of competent jurisdiction, such decision shall apply only to the specific Article, Section or portion thereof specifically specified in the board, court or agency decision; and upon issuance of such a decision, the Village and the Chapter agree to notify one another and to immediately begin negotiations on a substitute for the invalidated Article, Section or portion thereof.

**ARTICLE XXI  
ENTIRE AGREEMENT**

**Section 21.1. Entire Agreement:**

This Agreement constitutes the complete and entire Agreement between the parties and concludes collective bargaining between the parties for its term. This Agreement supersedes and cancels all prior practices and agreements, whether written or oral, which conflict with the express terms of this Agreement. If a past practice is not addressed in this Agreement, it may be changed by the Employer as provided in the management rights clause, Article II. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law or ordinance from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. The Chapter ~~specifically waives any right it may have to impact or effects bargaining for the life of this Agreement~~ [shall have the right to impact and effects bargaining, and the Village shall have the right to temporarily implement management decisions pending final resolution of any effects bargaining as timely requested by the Union.](#)

**Section 21.2. Ratification and Amendment:**

This Agreement shall become effective when ratified by the Village Board and the Chapter and signed by authorized representatives thereof and may be amended or modified during its term only with mutual written consent of both parties.

**ARTICLE XXII  
LIGHT DUTY**

**Section 22.1. Work Schedule for Light Duty:**

Any Officer who is injured and unable to perform his full-time duty may be allowed, with a written physician's approval, the opportunity to work light duty, subject to the Chief's approval and in accordance with the needs of the Department, and according to the applicable departmental policy. The Village and the Chapter agree that there shall be no pyramiding of benefits of light duty assignments with workmen's compensation or other disability benefits.

**ARTICLE XXIII  
TERMINATION**

**Section 23.1. Termination:**

This Agreement shall be effective as of the day after it is executed by both parties and shall remain in force and effect until April 30, ~~2017~~2021. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing at least sixty (60) days prior to the anniversary date and not earlier than one hundred twenty (120) days that it desires to modify this Agreement. In the event that such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. In the event that either party desires to terminate this Agreement, then the benefits as described herein shall remain in full force and effect with no diminution up to and until a new collective bargaining agreement shall be executed, and the party wishing to terminate shall give notice at least ninety (90) days prior to the expiration date hereof and not earlier than one hundred twenty (120) days.

Executed this \_\_\_ day of \_\_\_\_\_, ~~2013~~2019 after receiving official approval by the President and Village Board of Trustees.

METROPOLITAN ALLIANCE OF  
POLICE, ALGONQUIN CHAPTER 78

VILLAGE OF ALGONQUIN

\_\_\_\_\_  
JOSEPH ANDALINA,  
President M.A.P.

\_\_\_\_\_  
Village Manager

\_\_\_\_\_  
Misty Marinier,  
President, M.A.P. Chapter 78

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

**APPENDIX A  
SALARY SCHEDULE**

(Hourly for payroll purposes)

Step	Current	2.25%	2.25%	2.25%	2.00%
		5/1/2017 4/30/2018	5/1/2018 4/30/2019	5/1/2019 4/30/2020	5/1/2020 4/30/2021
Starting	\$26.14	\$26.73	\$27.33	\$27.94	\$28.50
After 1 year	\$27.59	\$28.21	\$28.85	\$29.49	\$30.08
After 2 years	\$29.21	\$29.87	\$30.54	\$31.23	\$31.85
After 3 years	\$30.85	\$31.54	\$32.25	\$32.98	\$33.64
After 4 years	\$32.56	\$33.29	\$34.04	\$34.81	\$35.50
After 5 years	\$34.42	\$35.19	\$35.99	\$36.80	\$37.53
After 6 years	\$36.39	\$37.21	\$38.05	\$38.90	\$39.68
After 7 years	\$38.48	\$39.35	\$40.23	\$41.14	\$41.96
After 8 years	\$45.79	\$46.82	\$47.87	\$48.95	\$49.93

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(Yearly Pay Rate for ease of review ONLY)

Step	Current	2.25%	2.25%	2.25%	2.00%
		5/1/2017 4/30/2018	5/1/2018 4/30/2019	5/1/2019 4/30/2020	5/1/2020 4/30/2021
Starting	\$54,373	\$55,601	\$56,849	\$58,117	\$59,282
After 1 year	\$57,390	\$58,679	\$60,010	\$61,342	\$62,569
After 2 years	\$60,759	\$62,132	\$63,526	\$64,961	\$66,251
After 3 years	\$64,170	\$65,606	\$67,083	\$68,601	\$69,974
After 4 years	\$67,728	\$69,246	\$70,806	\$72,408	\$73,843
After 5 years	\$71,596	\$73,198	\$74,862	\$76,547	\$78,066
After 6 years	\$75,694	\$77,400	\$79,147	\$80,915	\$82,538
After 7 years	\$80,041	\$81,851	\$83,682	\$85,574	\$87,280
After 8 years	\$95,247	\$97,389	\$99,573	\$101,820	\$103,858

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Salary implementation (including longevity and special duty pay) is retroactive to May 1, ~~2013~~2017. All officers covered by this Agreement shall be placed in their appropriate step (year of service) as of the effective date of this Agreement. Payment for all benefits resulting from the retroactivity of this Agreement shall be paid to each covered Employee within two pay periods of ratification and approval of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift. All employees will attain their next step (rate of pay) on their anniversary date in that contract year. Covered officers shall also receive annual grade increases on May 1 of each year.

**A. Longevity Pay.**

Every officer will receive an additional 1% of pay rate starting at the officer's completion of the last step of contract. (Example: Officers last step after eight years is \$33.1410 then longevity pay is \$.3314 per hour effective in the 9<sup>th</sup> year). Longevity will be 1.25% of pay rate after the completion of the 18th year. This longevity payment is not paid out in lump sum, instead it will be add to the employee's hourly rate at the appropriate % of longevity payment (i.e. \$33.1410 base pay + .1% longevity = \$33.4724 an hour) (i.e. an employee hired 3/2/07 would be paid \$68,936 annually. Then on his anniversary of 3/2/16 after 9 years of service he would begin his longevity of 1% {3314 cents an hour

added to his hourly rate}. Then in the new contract year on 5/1/16 his base pay would go to \$34,549.20 an hour plus 1% added to his hourly rate). It is understood that, all longevity compensation shall be calculated utilizing only base pay, and not previous longevity compensation, overtime compensation, and other stipends.

**B. Special Duty Stipend (Canine):**

Any officers covered by this Agreement assigned to the position of Canine Officer shall receive \$500.00 per year as a stipend. The Village will add to the employee's hourly rate the payment (divided by 24 divided by 86.67) respectfully (e.g., the Canine Officer will be paid his base pay plus his hourly rate will increase by \$ .24). For clarification, all raises will be calculated using base pay not base pay plus the canine pay or any other stipend pay. It is agreed that the canine officer shall reimburse the Village on a prorated basis for the special duty stipend should the Village eliminate the position of canine officer, or upon the assignment of canine duties to another officer.

**Special Duty Stipend (Plain Clothes):**

Detectives and School Liaison Officers assigned to duties that are "plain clothed" shall receive an additional \$200.00 per year to their clothing allowance. Officers receiving this allowance will submit receipts for clothing purchased using these extra funds.

**C. Field Training Officer:**

Each Field Training Officer (designated by the Chief) shall receive a stipend of 3/4<sup>th</sup> an hour of comp time per workday or (daily observation record) for the training of each new recruit. The Village also agreed to allow them to carry the time over for an additional 30 days after training if the employee exceeds the 80 hour maximum accumulation of Comp Time.

**APPENDIX B  
SENIORITY LIST**

<b>Name</b>	<b>Anniversary</b>
1. Joseph L. Knaak	10-02-87
2. Anthony F. Falbo	07-10-89
3. John W. Matthiessen	04-16-90
4. Ruth J. Remington	07-02-90
5. Robert W. Schuett	04-17-91
6. Robert G. Eicherl	06-16-93
7. James P. Langanis	12-04-95
8. Amy Bucci	01-02-97
9. Kimberly J. Montgomery	04-01-97
10. Michael S. Carroll	04-01-97
11. Dennis Walker	03-02-98
12. Paul Krystal	06-16-98
13. Brian Siegfert	09-08-98
14. Andrea Tremi	09-07-99
15. Steven Stachura	03-27-00
16. Jason Burzynski	03-27-00
17. Michael Seegers	05-15-00
18. Charles Gibellina	09-14-00
19. Timothy Wilkin	01-02-01
20. Kory Koehler	01-02-01
21. Misty Marinier	12-27-01
22. Patricia Miller	12-27-01
23. James Sowizrol	03-25-02
24. Thomas Murray	06-10-02
25. Mark Zahara	03-25-05
26. Deborah Scott	05-03-05
27. Andrew Dykstra	03-28-06
28. Jeffrey Diamond	04-17-06
29. Brandon Pump	05-30-06
30. Justin Revera	07-17-06
31. Kyle Neamand	10-09-06
32. Jose Pelayo	09-10-07
33. Josh Latina	09-10-07
34. Justin Falardeau	01-02-08
35. Nate Stenger	01-02-08
36. Tim Cooney	04-28-08

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**APPENDIX B**  
**SENIORITY LIST**

<u>Name</u>	<u>Anniversary</u>
<u>1. Anthony Falbo</u>	<u>07-10-89</u>
<u>2. Robert Eicherl</u>	<u>06-16-93</u>
<u>3. James Langanis</u>	<u>12-04-95</u>
<u>4. Amy Bucci</u>	<u>01-02-97</u>
<u>5. Michael Carroll</u>	<u>04-01-97</u>
<u>6. Paul Krystal</u>	<u>06-16-98</u>
<u>7. Brian Siegfert</u>	<u>09-08-98</u>
<u>8. Andrea Treml</u>	<u>09-07-99</u>
<u>9. Steven Stachura</u>	<u>03-27-00</u>
<u>10. Jason Burzynski</u>	<u>03-27-00</u>
<u>11. Michael Seegers</u>	<u>05-15-00</u>
<u>12. Kory Koehler</u>	<u>01-02-01</u>
<u>13. Patricia Miller</u>	<u>12-27-01</u>
<u>14. Thomas Murray</u>	<u>06-10-02</u>
<u>15. Mark Zahara</u>	<u>03-25-05</u>
<u>16. Deborah Radell</u>	<u>05-03-05</u>
<u>17. Andrew Dykstra</u>	<u>03-28-06</u>
<u>18. Jeffrey Diamond</u>	<u>04-17-06</u>
<u>19. Brandon Pump</u>	<u>05-30-06</u>
<u>20. Justin Revera</u>	<u>07-17-06</u>
<u>21. Kyle Neamand</u>	<u>10-09-06</u>
<u>22. Jose Pelayo</u>	<u>09-10-07</u>
<u>23. Justin Falardeau</u>	<u>01-02-08</u>
<u>24. Nathanael Stenger</u>	<u>01-02-08</u>
<u>25. Amanda Olsta</u>	<u>01-02-15</u>
<u>26. John Palmer</u>	<u>01-02-15</u>
<u>27. Steven Skrodzki</u>	<u>01-02-15</u>
<u>28. Mitchell Slabinski</u>	<u>03-27-15</u>
<u>29. Johnny Beltran</u>	<u>03-15-16</u>
<u>30. Brandon Watson</u>	<u>10-03-16</u>
<u>31. David Gough</u>	<u>03-28-17</u>
<u>32. Haley Bucheleres</u>	<u>07-25-17</u>
<u>33. Ranae Cirrincione</u>	<u>08-14-18</u>
<u>34. Daniel Klocke</u>	<u>09-04-18</u>
<u>35. Trevor Wogsland</u>	<u>01-07-19</u>
<u>36. Michael Randall</u>	<u>01-07-19</u>
<u>37. Rodney Brown</u>	<u>01-21-19</u>

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**APPENDIX C  
STANDARD TRAVEL TIMES FOR TRAINING**

<u>Destination</u>	<u>Travel Time</u>
Chicago	1 3/4 hours each way
Bartlett	45 minutes each way
Elgin	1/2 hours each way
Schaumburg	45 minutes each way
Arlington Heights	45 minutes each way
McHenry	45 minutes each way
Woodstock	45 minutes each way
Aurora	1 hour each way
St. Charles	45 minutes each way
Grayslake	1 hour each way
Orland Park	1 1/2 hours each way
Rockford	1 hour each way
Elmhurst	1 hour each way
Springfield	3 1/2 hours each way
Evanston	1 1/2 hours each way
Champaign	3 hours 15 minutes each way
Marseilles	2 hours each way

**APPENDIX D  
RANDOM DRUG TESTING POLICY**

**I. SCOPE**

This order applies to all sworn employees of the Algonquin Police Department. The tests will be administered under S.A.M.S.H.A (Substance Abuse Management Safety & Health Administration) custody collection standards. (Formerly N.I.D.A.)

**II. DEFINITIONS**

A. Employees: All full time sworn employees of the Algonquin Police Department.

B. Health Services

Services will be provided by a vendor that was mutually agreed upon by the Village of Algonquin and the Metropolitan Alliance of Police. The current services (which may be subject to change, provided both parties are in agreement) are provided by:

1. Northern Illinois Medical Center, McHenry, IL. (specimen collection)
2. Laboratories (specimen screening) – Provided through NIMC’s vendor
3. MRO – Provided through NIMC

C. Drugs: The below listed controlled substances, the possession or use which is unlawful. Drugs, for the purpose of this policy, do not include use by prescription or other uses authorized by law. Drugs to be tested will be limited to the following ten (10) drugs or classes of drugs and shall be tested for the initial concentration levels as shown:

DRUG

- \* Amphetamines, e.g., dexedrine, speed, ice, crank, uppers.
- \* Barbiturates, e.g., downers, seconal, nembital, amytal.
- \* Benzodiazepines, e.g., dalmane, librium, valium.
- \* Marijuana metabolites
- \* Methaqualone, e.g., quaaludes.
- \* Phencyclidine, e.g., PCP, angel dust.
- \* Cocaine metabolites
- \* Methadone
- \* Opiate metabolites
- \* Propoxyphene

The initial testing levels for ng/ml levels shall be as defined by S.A.M.S.H.A.

D. MRO: Medical Review Officer as designated by Health Services. Positive tests will be reviewed by the MRO at Health Services for final determination of results. This determination will be communicated directly from the MRO to the Chief or Deputy Chief. Before a positive test is reported to the employer, the hospital or lab will have the results reviewed by the MRO, who will verify the existence of a valid prescription or conflict, which might result in a false positive. If the MRO determines that there is a valid reason for a false positive, the results will be reported to the employer as negative and final.

E. Use: Will mean a positive result, which is verified by the MRO review and confirmation and indicates the presence of the drug or its metabolites as indicated in the initial concentration levels.

### **III. POLICY**

The work place will be free from the manufacture, distribution, possession and use of drugs and the abuse of controlled substances. The Algonquin Police Department will meet the requirements of the Drug Free Work Place Act.

### **IV. TESTING**

Random Drug Testing: Effective May 2, 2002, and on a periodic basis, but no more than twelve (12) times annually, an employee will be randomly tested. All sworn full time employees within the police department, including command staff, will be included in a random draw. Up to, but no more than twelve (12), employees will be drug tested (from the random draw) within the Village of Algonquin's Fiscal Year. The employee(s) for the random drug testing will be chosen by the medical facility. The facility will contact the Chief and/or the Deputy Chief who in return will contact each individual, while the employee is on duty, whose name is drawn to advise them of the test. Employees will submit to the test immediately upon notice from their supervisor. Employees will be allowed to take the test in civilian clothing. If an employee chooses to wear civilian clothes during the testing, he/she must have the change of clothes available at the station. Employees will not be allowed to delay the process to obtain clothing or to change anywhere other than the Police Station.

Usual and accepted practices for the collection and preservation of urine samples shall be followed. A similar amount of the sample shall be set aside and preserved for later testing if requested by the Patrol Officer or the Police Chief. All samples shall be preserved in accordance with Section 40.99 of Subpart F-Drug Testing Laboratories of Part 40-Procedures for Transportation Workplace Drug and Alcohol Testing Program effective August 1, 2001, which provides for the extension of preservation of the split samples.

If a test is positive, the reserved sample shall be held according to the policy and procedures set forth by the laboratory. The methods employed in the collection of samples for testing shall be reasonable and provide for security of the sample and its protection from adulteration. Reasonable attention shall be given to a Patrol Officer's need for privacy during the collection of urine samples and the testing is done in an appropriate setting and to ensure that the integrity of the test sample is not compromised. The Chapter will be provided with an annual list of patrol officers and non-patrol officers tested in the random drug tests (e.g., 5-1-02: Non-Patrol Officer, 6-1-02: Patrol Officer).

The first positive test will not result in disciplinary action but will result in a mandatory assignment to the Village Employee Assistance Program or similar approved program, with follow-up testing as outlined in V, B. The second positive test may result in the Chief of Police seeking the employee's termination.

Any failure to submit to a drug test during random testing may result in departmental discipline.

Nothing in this Section shall be construed to waive any covered officer's (excluding probationary officers) right to be heard on matters of discipline before the Village of Algonquin Board of Police Commissioners. Representatives of the Union and Management shall observe the selection process at NIMC prior to the implementation of this policy. If a member of the Algonquin Police Department is assigned to the North Central Narcotics Task Force or similar task force and a random drug testing policy exists for that task force, the Algonquin Police Department member shall be tested in accordance with that policy. If no drug testing policy exists, he/she will be tested in accordance with this policy. In any event, upon return to duty with the Algonquin Police Department after having served on a task force, a drug test shall occur within thirty days. Future task force members shall be

informed of this policy prior to assignment and acceptance to the task force (present NCTF task force member excluded).

#### **V. REHABILITATION**

First positive test requires mandatory participation in and successful completion in the Village Employee Assistance Program (EAP) or other program approved by the employee's current health provider. During the participation of the EAP treatment, the employee will be placed on FMLA leave and will be required to utilize his/her benefits hours in the following order:

Sick Time, Vacation Time, Comp Time and then Personal Days. Once the employee has exhausted all his/her benefit hours, he/she will then go on unpaid leave until cleared from the program.

Once approved to return to work by the case manager at the EAP or other program, the employee may be tested up to twelve (12) times during the twenty-four (24) months following the officer's return to work.

Employees will be responsible for the entire cost of the treatment program and follow up random drug testing costs not covered by their insurance.

Refusal to participate in the EAP or other approved program may result in disciplinary action up to termination.

#### **VI. VOLUNTARY REQUESTS FOR ASSISTANCE**

The Chief of Police shall take no adverse employment action against a Patrol Officer who voluntarily seeks treatment, counseling or other support for an alcohol or drug abuse or dependency problem. The Chief of Police may require the Patrol Officer to be evaluated by a substance abuse professional to determine fitness to return to duty or assignment. For the purposes of this Section, "voluntary treatment, counseling or other support" means help sought by a Patrol Officer prior to an observation by a member of the Police Department of facts giving rise to a reasonable suspicion, or prior to any misconduct on or off duty which causes him to come to the attention of a law enforcement agency or an internal inquiry by the Department. The Village may make available through an Employee Assistance Program a means by which a Patrol Officer may obtain referrals and treatment. Voluntary requests for assistance will be handled in a confidential manner. Any Patrol Officer who voluntarily seeks assistance with problems related to prescribed drugs or alcohol shall not be subject to any disciplinary action by reason of such request for assistance as long as the request for assistance was made prior to any notification of a random drug test, or reasonable suspicion process.

#### **VII. CONFIDENTIALITY**

All test results are held in confidence in accordance with privacy laws. They will be stored in the Village of Algonquin's Human Resources Director's files, separate from regular personnel files.

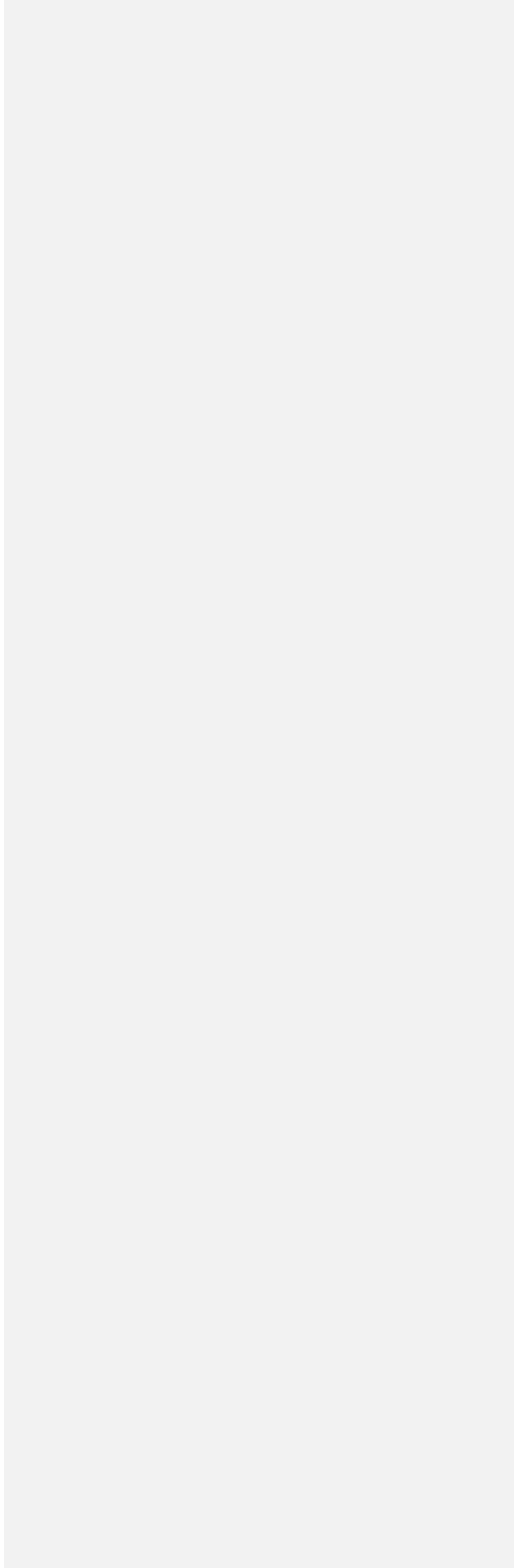
#### **VIII. UPDATES**

This policy will be updated as necessary upon agreement from both parties.

#### **IX. POLICY VIOLATIONS**

Violations of this policy may subject covered officers to disciplinary action up to and including termination.

Nothing in this policy can be construed to limit the authority of the Chief of Police or his designee to require a non-random drug test for cause.



**APPENDIX E**

**Drug & Alcohol Testing Following Officer Involved Shootings**

The Village of Algonquin (“Village”) and the Metropolitan Alliance of Police Chapter #78 (“Union”) hereby agree to the following policy to be implemented in accordance with Illinois Public Act 100-389:

1. Any officer involved in a shooting shall be required to submit to drug and alcohol testing so long as such testing is required by Public Act 100-389 or any similar state law.

2. A sample shall be collected in the case of an officer involved shooting as soon as practicable but no later than the end of the officer’s shift or tour of duty. The collection of a urine sample or breathalyzer results pursuant to this Act is intended to be used exclusively for administrative purposes. Unless ordered by a lawful order of a court or administrative tribunal of competent jurisdiction, with written consent of the officer, or as otherwise required by law the Department will not voluntarily share the results of any testing with any outside entity.

3. For the purpose of clarity, the parties agree that a person “involved in” an officer involved shooting is defined to mean any officer who discharged a firearm thereby causing injury or death to a person or persons. If multiple officers discharged their firearm and it is unclear whose bullet struck the person or persons, then all officers who discharged their firearm in the direction of the subject shall be required to submit to drug and alcohol testing.

4. The parties agree that the term “involved in” an officer-involved shooting does not include officers who did not discharge their weapon, even if they were providing other forms of support and assistance during the call. Nor does the term “involved in” include officers who discharged their weapons when it is undeniably clear their projectiles did not actually strike any person or persons.



5. The parties agree that the provisions of the collective bargaining agreement regarding the procedure for drug testing and standards for discipline shall regulate the drug and alcohol testing procedures and the consequences for any positive drug or alcohol test results.

6. The parties agree that any drug or alcohol test required pursuant to this Agreement shall be considered a compelled, non-voluntary drug or alcohol test under threat of disciplinary action. Such testing shall only be done by urinalysis or breathalyzer. Blood tests shall only be administered upon the issuance of a warrant. This does not limit the Village's right to obtain test results via other available legal processes.

METROPOLITAN ALLIANCE OF POLICE  
CHAPTER #78

VILLAGE OF ALGONQUIN, ILLINOIS

By: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPENDIX A  
SALARY SCHEDULE**

(Hourly for payroll purposes)

Step	Current	2.25%	2.25%	2.25%	2.00%
		5/1/2017 4/30/2018	5/1/2018 4/30/2019	5/1/2019 4/30/2020	5/1/2020 4/30/2021
Starting	\$26.14	\$26.73	\$27.33	\$27.94	\$28.50
After 1 year	\$27.59	\$28.21	\$28.85	\$29.49	\$30.08
After 2 years	\$29.21	\$29.87	\$30.54	\$31.23	\$31.85
After 3 years	\$30.85	\$31.54	\$32.25	\$32.98	\$33.64
After 4 years	\$32.56	\$33.29	\$34.04	\$34.81	\$35.50
After 5 years	\$34.42	\$35.19	\$35.99	\$36.80	\$37.53
After 6 years	\$36.39	\$37.21	\$38.05	\$38.90	\$39.68
After 7 years	\$38.48	\$39.35	\$40.23	\$41.14	\$41.96
After 8 years	\$45.79	\$46.82	\$47.87	\$48.95	\$49.93

(Yearly Pay Rate for ease of review ONLY)

Step	Current	2.25%	2.25%	2.25%	2.00%
		5/1/2017 4/30/2018	5/1/2018 4/30/2019	5/1/2019 4/30/2020	5/1/2020 4/30/2021
Starting	\$54,373	\$55,601	\$56,849	\$58,117	\$59,282
After 1 year	\$57,390	\$58,679	\$60,010	\$61,342	\$62,569
After 2 years	\$60,759	\$62,132	\$63,526	\$64,961	\$66,251
After 3 years	\$64,170	\$65,606	\$67,083	\$68,601	\$69,974
After 4 years	\$67,728	\$69,246	\$70,806	\$72,408	\$73,843
After 5 years	\$71,596	\$73,198	\$74,862	\$76,547	\$78,066
After 6 years	\$75,694	\$77,400	\$79,147	\$80,915	\$82,538
After 7 years	\$80,041	\$81,851	\$83,682	\$85,574	\$87,280
After 8 years	\$95,247	\$97,389	\$99,573	\$101,820	\$103,858

Salary implementation (including longevity and special duty pay) is retroactive to May 1, 2017. All officers covered by this Agreement shall be placed in their appropriate step (year of service) as of the effective date of this Agreement. Payment for all benefits resulting from the retroactivity of this Agreement shall be paid to each covered Employee within two pay periods of ratification and approval of this Agreement. The Village has no obligation to provide retroactive pay as a result of the agreed modification to the normal workweek and workday, to the extent that said modification resulted in the elimination of police officers' obligation to report to work fifteen (15) minutes prior to the start of the scheduled shift. All employees will attain their next step (rate of pay) on their anniversary date in that contract year. Covered officers shall also receive annual grade increases on May 1 of each year.

**A. Longevity Pay.**

Every officer will receive an additional 1% of pay rate starting at the officer's completion of the last step of contract. (Example: Officers last step after eight years is \$33.1410 then longevity pay is \$.3314 per hour effective in the 9<sup>th</sup> year). Longevity will be 1.25% of pay rate after the completion of the 18th year. This longevity payment is not paid out in lump sum, instead it will be add to the employee's hourly rate at the appropriate % of longevity payment (i.e. \$33.1410 base pay + .1% longevity = \$33.4724 an hour) (i.e. an employee hired 3/2/07 would be paid \$68,936 annually. Then on his anniversary of 3/2/16 after 9 years of service he would begin his longevity of 1% {3314 cents an hour

## ORDINANCE NO. 2019 - O - \_\_\_\_\_

### *An Ordinance Amending Section 2.08-A of the Algonquin Municipal Code*

WHEREAS, the Village of Algonquin, McHenry and Kane counties, 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.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: Paragraph A, of Section 2.08, Committees, of the Algonquin Municipal Code shall be amended to read as follows:

A. The Board of Trustees shall meet as a Committee of the Whole on the second and ~~fourth-third~~ Tuesdays of each month. The meetings on the second Tuesday of the month shall begin at 7:30 p.m. The meeting on the third Tuesday of the month shall begin upon the completion of the preceding Village Board meeting, but in no event earlier than 7:45 p.m. The Committee of the Whole meetings shall be held in the Village Hall. In the event there is not sufficient business to bring before the Committee the meeting may be cancelled by the Chairperson and notice of said cancellation shall be given to the members and posted at the Village Hall, as well as provided to all media who have filed an annual request for such notice. A Trustee shall chair the Committee of the Whole meetings. At the annual meeting the President shall announce the Committee of the Whole chairperson schedule for the coming year. Each Trustee shall serve as chairperson for two consecutive months. The Manager shall arrange for the preparation and submittal of all meeting minutes. The Clerk shall be responsible for the preparation and submittal of all meeting minutes. Section 2.04-D shall govern attendance at Committee of the Whole meetings.

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.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Prepared by:  
Kelly Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014

Chapter 2  
**BOARD OF TRUSTEES**

- 2.01 Government of Village
- 2.02 President
- 2.03 Office of Trustee
- 2.04 Meetings
- 2.05 Rules of Order
- 2.06 Disturbing Meetings
- 2.07 Annual Meetings
- 2.08 Committees

2.01 **GOVERNMENT OF VILLAGE** *Amended, 10-O-36*

The Village shall be governed by a Board of Trustees (also known as “Village Board”) which shall be elected at large and consist of a President and six Trustees. Members of the Board of Trustees shall be elected to serve four-year terms, or until their successors are elected and qualified, as provided by law. The Board of Trustees shall be the legislative department of the Village and shall perform such duties and have such powers as provided by law and by ordinance.

2.02 **PRESIDENT** *Amended, 10-O-36, 03-O-20, 00-O-9, 92-O-5*

A. **Powers**: The President of the Board of Trustees shall perform the duties and exercise the powers conferred upon the President of the Village and shall perform all duties provided, prescribed and permitted by the laws of the State and the ordinances of the Village.

B. **Presides at Board Meetings**: The President shall preside at all regular and special meetings of the Village Board, unless unavoidably prevented, but the President shall not vote upon questions considered by the Village Board except in case of a tie, when the President shall cast the deciding vote, or when the following circumstances arise:

1. Where one-half of the Trustees elected have voted in favor of an ordinance, resolution or motion even though there is no tie vote; or
2. Where a vote greater than a majority of the corporate authorities is required by the Illinois Municipal Code to adopt an ordinance, resolution, or motion.

C. **Appointments**: In all cases where an appointment by the President is subject to the advice and consent of the Village Board, the President shall notify the Trustees in writing of the intent to make said appointment. The notice shall contain the name and address of the proposed appointee and a supporting resume, and said notice shall be delivered to the Trustees at least 15 days prior to said appointment.

D. **Committees**: The President shall have the power and the authority to establish special committees and appoint, by and with the consent and advice of the Village Board, the special committee members. In the event the special committee becomes a permanent committee said committee shall be established by ordinance.

E. **Investigations**: The President shall have full power and authority to investigate all matters pertaining to the interest of the Village and the public welfare of its residents, and to make a

written or oral report and recommendation thereon to the Village Board.

F. Village Property: The President shall exercise general supervision over all Village property and over the various administrative departments of the Village.

G. Supervision of Officers: The President shall supervise the conduct of all officers of the Village and shall examine the grounds of all reasonable complaints made against any of them and cause their violation of duty and other offenses, if any, to be promptly punished.

H. Bond: The President, before entering upon the duties of said office, shall execute a bond to the Village, in the penal sum found in Appendix B and with such sureties as the Village Board shall approve, conditioned for the faithful performance of the duties of the President's office. The cost of the bond shall be paid by the Village.

I. Salary of the President: The President shall receive an annual salary as found in Appendix B as remuneration for performance of the duties of the President. In addition, if the President shall act as Local Liquor Control Commissioner, an annual salary as found in Appendix B shall be paid as remuneration for performing the duties of the Local Liquor Control Commissioner.

If the President shall, for any reason, leave office prior to the expiration of the term, then the remuneration provided for herein shall be prorated as of the date service in office was terminated.

J. Acting President: In the event the office of President is vacated prior to the end of a term, said office shall be filled pursuant to the Illinois Municipal Code. The salary of the Acting President shall be the current salaries of the President and Local Liquor Control Commissioner less any compensation received on a monthly basis as a Trustee.

**2.03 OFFICE OF TRUSTEE** *Amended, 10-O-36, 03-O-20, 02-O-43, 00-O-40, 00-O-9, 91-O-95*

A. Committees: Each Trustee shall be a member of the Committee of the Whole of the Village Board. In the event any special committees are established, the membership may include some or all of the Trustees.

B. Meetings: It shall be the duty of each Trustee to attend all regular and special meetings of the Village Board, all Committee of the Whole meetings and any special committee of which the Trustee is a member. When unable to attend any meeting, the Trustee shall notify the Manager.

C. Salary of Trustees:

1. Trustees shall receive an annual salary as found in Appendix B of this Code as remuneration for performance of the duties of Trustee, payable in monthly installments.
2. Any person appointed to fill a vacancy in the Office of Trustee shall receive the same payment sum as the Trustee's predecessor.

D. Temporary President: In the absence of the President at a meeting, those Trustees present shall elect one of their members to preside over the meeting. The presiding officer shall not lose the right to vote as temporary president.



E. Vacancies: A vacancy in the Office of Trustee may be filled by the appointment of a Trustee by the President with the advice and consent of the remaining Trustees. However, no such appointment shall be made until the expiration of 30 days after the occurrence of a vacancy.

#### 2.04 **MEETINGS** *Amended, 10-O-36, 10-O-06, 06-O-51*

A. Regular Meetings: All regular meetings of the Village Board shall be held on the first and third Tuesdays of each and every month, in the Village Hall at the hour of 7:30 p.m., except when such meeting shall fall on a public holiday, in which case the Village Board shall cancel such meeting or schedule a new meeting date, pursuant to the Illinois Compiled Statutes. Such meeting shall be held at the regular meeting hour. Any regular meeting may be adjourned to such time as the Village Board may direct.

B. Special Meetings: Special meetings of the Village Board may be called by the President or any three members of the Village Board upon the filing in the office of the Clerk, a statement, in writing setting forth the purpose of such special meeting, and directing the Clerk to give notice of the special meeting. Upon the filing of such statement the Clerk shall prepare a public notice of the special meeting and shall give public notice at least 48 hours before the meeting.

Public notice shall be given by posting a copy of the notice at the principal office of the Village Board and at the building in which the meeting is to be held. The Clerk shall also supply copies of the notice of any special meeting to registered news media. In addition, the Clerk shall make copies of said public notice and deliver the same to the President and each member of the Village Board, except the person or persons calling the special meeting; or such copy may be left at their place of residence at least 24 hours before the time for which the meeting is called.

C. Duty of Members to Attend: It shall be the duty of each member to attend all regular and special meetings of the Village Board. Four members of the Corporate Authorities (including the President) shall constitute a quorum to do business, but a smaller number may adjourn from time to time and compel absentees to attend any regular or special meeting by a written citation to that effect, stating the day and hour of such meeting. Such citation shall be signed by the President or Trustee issuing the same and may be served by any Village officer authorized to serve processes in the Village by reading the same to such absentees.

D. Rules for Meeting Attendance: Village Board meetings shall be held in accordance with the Open Meetings Act, 5 ILCS 120/1 *et seq.*, and more specifically Section 3.16 of this Code.

#### 2.05 **RULES OF ORDER**

The President shall decide all questions of order. In all cases where the rules adopted by the Village Board are not applicable, the Village Board shall be governed by Roberts' Rules of Order.

#### 2.06 **DISTURBING MEETINGS**

It shall be unlawful for any person or Village Board member to interrupt, interfere with or disturb any meeting of the Village Board. Any person violating this Section shall be subject to a fine as stated in Appendix B.

#### 2.07 **ANNUAL MEETINGS** *Amended, 10-O-36, 06-O-59, 99-O-18*

The first regularly scheduled Village Board meeting in May shall be considered the annual meeting of the Village Board at which time all business of the previous fiscal year shall be terminated as far as possible. The inauguration of newly elected officers shall be held, and their terms shall commence, at the annual meeting. When a municipal election precedes this meeting and the official election results are not received to provide sufficient time to meet the requirements of the Open Meetings Act, the annual meeting shall be held at the next regularly scheduled Village Board meeting that will comply with the Open Meetings Act.

2.08 **COMMITTEES** *Amended, 10-O-36, 07-O-29, 06-O-51, 03-O-64, 03-O-20, 00-O-9, 95-O-25*

A. ~~The Board of Trustees shall meet as a Committee of the Whole on the second and fourth third Tuesdays of each month. The meetings on the second Tuesday of the month shall begin at 7:30 p.m., the meeting on the third Tuesday of the month shall begin at 7:45 p.m., and be held in the Village Hall.~~ **The Board of Trustees shall meet as a Committee of the Whole on the second and fourth Tuesdays of each month. The meetings on the second Tuesday of the month shall begin at 7:30 p.m., the meeting on the third Tuesday of the month shall begin at 7:45 p.m., and be held in the Village Hall.** In the event there is not sufficient business to bring before the Committee the meeting may be cancelled by the Chairperson and notice of said cancellation shall be given to the members and posted at the Village Hall, as well as provided to all media who have filed an annual request for such notice. A Trustee shall chair the Committee of the Whole meetings. At the annual meeting the President shall announce the Committee of the Whole chairperson schedule for the coming year. Each Trustee shall serve as chairperson for two consecutive months. The Manager shall arrange for the preparation and submittal of all meeting minutes. The Clerk shall be responsible for the preparation and submittal of all meeting minutes. Section 2.04-D shall govern attendance at Committee of the Whole meetings.

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B. Committee of the Whole Matters: Business coming before the Committee of the Whole will generally be in three general categories: Community Development, General Administration, and Public Works and Safety. These general categories shall consist of the following matters:

1. Community Development: This category will include, but not be limited to the study and review of recommendations from staff and advisory review bodies regarding:
  - a. Concept plans presented by developers and individuals;
  - b. Proposed zoning amendments, special uses, zoning variations, planned developments, and annexation agreements; and
  - c. Proposed regulations or amendments to the Zoning Code, Subdivision Code, site development codes, and building codes.
2. General Administration: This category will include, but not be limited to, the study and review of recommendations from staff regarding:
  - a. Monthly reports of the Treasurer, Collector, and Budget Officer;
  - b. The employment of an auditing firm to perform the annual audit of the Village's financial records;
  - c. Fiscal year budget and tax levy ordinances, in compliance with public

hearings for the same;

- d. Matters of internal management and control policies and procedures, which shall include matters of insurance, tort liability, public relations, contractual employee performances, evaluations and training, records management, and the use of related technologies and licensing for the same;
  - e. Matters of both federal and state legislation and proposed intergovernmental agreements;
  - f. Matters pertinent to the application for and administration of federal and state grants;
  - g. Legal matters and litigation;
  - h. Personnel policies and procedures, salary structures, and related employment matters; and
  - i. Matters relative to community events.
3. Public Works and Safety: This category will include, but not be limited to, the review of staff recommendations and study matters with respect to:
- a. The construction, use, grade, drainage, maintenance and repair of Village streets, alleys and sidewalks, and all appurtenances therein;
  - b. The operation, maintenance, and construction of the Village's water and sewer system and facilities;
  - c. The operation of all Village parks with respect to their maintenance, alterations, and improvements and recommend such park rules and regulations as deemed appropriate;
  - d. The duties set forth in Chapter 16, Cemeteries, of this Code;
  - e. Village structures and property owned and leased by the Village and formulate decisions with respect to their maintenance, repairs, demolition, and alterations;
  - f. Transportation planning; and
  - g. Public safety which shall include, but not be limited to, protection of persons and property, crime prevention, fire prevention/protection, and pedestrian and vehicle safety, including traffic control measures and procedures;
  - h. Environmental protection and enforcement measures relative to public health issues and public nuisances, including control measures for the transport of hazardous materials through the Village; and

- i. Activities related to emergency management and disaster planning for the delivery of services to respond to requests for emergency medical services and disaster assistance in the wake of floods, hazardous material accidents, and other natural or manmade disasters.

C. Board Action: Following a Committee of the Whole meeting, any matters needing formal action by the Village Board will be placed on the agenda of a regular Village Board meeting.



VILLAGE OF ALGONQUIN  
GENERAL SERVICES ADMINISTRATION  
- MEMORANDUM -

DATE: April 2, 2019  
TO: Tim Schloneger  
FROM: Michelle Weber  
SUBJECT: 2019/2020 Liquor License Renewals

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In accordance with an ordinance passed in 2013 limiting the number of allowable liquor licenses in all classes to the number of licenses issued at that time. Please consider the attached proposed ordinance changing the following:

The following liquor license holders either chose to not renew their liquor license or changed the class of license. As a cleanup measure, amend the number of available liquor licenses in the following classes:

Consider increasing the number of available Class A-1 liquor licenses from 26 to 27 to accommodate Georgia's Restaurant and Pancakes House's request to change from a Class F (Beer and Wine Only for Consumption on the Premises) to a Class A-1 (Alcoholic Liquor for Consumption on the Premises).

Consider decreasing the number of available Class F liquor licenses to accommodate the change of license class for Georgia's Pancake House, as explained above, and the closing of Lume's Pancake House.

With these two changes, there will be no available liquor licenses.

# ORDINANCE NO. 2019 - O - XX

## ***An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code***

WHEREAS, the Village of Algonquin, McHenry and Kane Counties, 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.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, as follows:

SECTION 1: Section 33.07-B, Paragraphs 2 and 13 Number of Licenses Issued, of the Algonquin Municipal Code shall be amended as follows:

2. Twenty-Seven Class A-1 Liquor Licenses at any one time.
13. Seven Class F licenses at any one time.

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 May 1, 2019, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

(SEAL)

\_\_\_\_\_  
Village President John C. Schmitt

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed:

Approved:

Published:



# MEMORADUM

TO: Tim Schloneger and John Bucci  
FROM: Michelle Weber  
DATE: March 21, 2019  
SUBJECT: Liquor Code Amendments

.....

In recent months, staff has been approached by Salon, Art Studio, and Fitness Facility owners wanting to serve/allow alcohol within their establishment. After some research, and comparing regulations in neighboring communities, to accommodate this growing trend we recommend the following changes to Chapter 33, Liquor Control and Liquor Licensing:

1. Add an additional class of license to allow a **Full Service Personal Care Establishment**, defined as a business establishment that offers multiple personal care services (at least 4 different services in addition to serving of beer and/or wine) which may include, but not be limited to, hair treatments, haircuts, nail treatments, body packs and wraps, exfoliation, waxing, aromatherapy, and facials. This Class of Liquor License would allow, as previously defined, a Full Service Personal Care Establishment to serve (not sell) and consume beer and/or wine only for consumption on the licensed premises as an incidental part of a full service personal care service.

**A Full Service Personal Care Establishment license shall be subject to the following conditions and limitations:**

- A. Limited Individual Servings: The serving of beer and/or wine intended for consumption on the licensed premises shall be limited to individual servings of beer and/or wine as part of a package of personal care services. No more than two (2) servings of beer (each not to exceed 8 ounces) or wine (each not to exceed 4 ounces) per customer shall be permitted on the licensed premises per calendar day.
  - B. Incidental to Business Operation: The serving of beer and/or wine for consumption on the licensed premises shall be merely incidental to the primary business operation of the licensed premises of a full service personal care services establishment, and the licensed premises shall not be advertised or otherwise held out to be a drinking establishment.
  - C. Permitted Hours for serving and/or consumption of beer and/or wine: In no case shall the serving, and/or consumption on the licensed premises of beer and/or wine take place outside of the normal business hours of the licensed premises and, in any event, not outside of the hours for liquor service as otherwise permitted by this chapter.
  - D. Live Entertainment Prohibited: No live entertainment of any nature shall be permitted on the licensed premises.
  - E. No Signs: No sign or any other external indicia shall be permitted on the licensed premises or surrounding property that indicates that alcoholic liquor is available for serving at the licensed premises.
  - F. No license will be issued to a personal care facility within 100 feet of a licensed daycare or child care facility.
2. Amend the Bring Your Own Bottle (BYOB) Section of the Municipal Code by adding a **BYOB Class of Liquor License** to allow certain types of establishments to allow patrons to bring their own into the establishment. By definition, a **Bring Your Own Bottle Establishment** consist of an establishment that does not sell at retail alcoholic liquor, nor currently holds or previous held an Algonquin Liquor License to sell alcoholic liquor at retail. The establishment would allow the consumption of Beer or Wine Only on the premises. The establishment does not prepare food, nor currently fits in a category that is already described in the Algonquin Municipal Codes Chapter 33, an establishment such as but not limited to Art Studio, Fitness Studio, Dance Studio, or a similar service business.

**The following conditions would apply to a BYOB establishment:**



- A. The No more than one (1) bottle of wine per patron over the age of twenty-one (21) shall be permitted to be uncorked;
- B. The licensee shall only permit BYOB to occur on the premises in conjunction with the purchase of a service within the establishment;
- C. Only patrons that are participating in the service shall be permitted to consume wine and or beer that has been provided by the patron;
- D. The licensee may provide glassware and ice to patrons and may uncork a bottle of wine, pour it and control its consumption for a corkage fee;
- E. All employees who perform corkage duties shall be BASSET trained and shall serve the wine as if it was purchased in the establishment complying with all State and local laws;
- F. It shall be unlawful for any person to carry, transport or possess liquor in an unsealed and open condition.

Both new types of license must follow all guidelines of any other class of license (i.e. background check, BASSET Training, "Under 21 Signage", insurance, etc.). Staff recommends the fee for a Full Service Personal Care Facility and a Bring Your Own Bottle License would have a one-time non-refundable \$500.00 application fee and an annual license fee of \$900.00.

In addition to the recommended new license categories we also recommend amending the following language:

- 1. 33.07 A. (1) Class A, which shall only permit a retail sale on the premises specified of alcoholic liquor for consumption either on ~~premises or and permit retail sale of beer, wine, and alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers~~ for consumption off the premises and where the principal source of sales is alcoholic liquor and not entertainment. (red has been added/changed)
- 2. 33.21 Closing Hours, Currently, there is confusion of closing hours during Day-Light Savings Time. Staff would like to add the following to this section to address the Police Departments Policy on closing hours on the first and last day/evening of Day Light Savings Time ~~\*Day Light Savings Time is recognized.~~
- 3. Currently each time a liquor violation occurs, the owner of the establishment where the violation occurred must appear before the Liquor Commission. Staff recommends amending Chapter 33.29 to add language to allow the Chief of Police to use his/her discretion at the time of the violation to either fine the establishment or to bring before the Liquor Commission for a suspension hearing.
- 4. 33.34 B. BASSET Training Expiration, has some redundancy. We would like to revise as follows:

BASSET Training Expiration: BASSET training or other approved training shall be valid only for three years from the date of successful completion. ~~the following time periods:~~

- ~~a.—On-line Program: Three years from the date of successful completion.~~
- ~~b.—Algonquin Police Presentation and Certification, or any other approved BASSET In-Person or Classroom training program: Three years from the date of successful completion.~~

## ORDINANCE NO. 2019 - O - \_\_\_\_\_

### *An Ordinance Amending Chapter 33, Liquor Control and Liquor Licensing, of the Algonquin Municipal Code*

WHEREAS, the Village of Algonquin, McHenry and Kane counties, 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.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: Section 33.01, Definitions, of Chapter 33 of the Algonquin Municipal Code shall be amended to add the following definitions:

**Bring Your Own Bottle Establishment:** an establishment that does not sell at retail alcoholic liquor, nor currently holds or previous held an Algonquin liquor license to sell alcoholic liquor at retail. The establishment does not prepare food, nor currently fits in a category that is already described in this Chapter such as but not limited to art studio, fitness studio, dance studio, or a similar service business.

**Full Service Personal Care Establishment:** a business establishment that offers multiple personal care services (at least four different services in addition to serving of beer and/or wine) which may include, but not be limited to, hair treatments, haircuts, nail treatments, body packs and wraps, exfoliation, waxing, aromatherapy, and facials.

SECTION 2: Paragraph 33.07-A-1 of Section 33.07, Classes, Fees, of Chapter 33 of the Algonquin Municipal Code shall be amended to read as follows:

1. Class A, which shall only permit a retail sale on the premises specified of alcoholic liquor for consumption either on premises and permit retail sale of beer, wine, and alcoholic liquor, in sealed cartons, bottles, casks, flasks, barrels, cases or other sealed containers for consumption ~~or~~ off the premises and where the principal source of sales is alcoholic liquor and not entertainment.

SECTION 3: Section 33.07-A, Classes, Fees, of Chapter 33 of the Algonquin Municipal Code shall be amended to add new license classifications which shall read as follows:

14. Class G, which shall only permit a Full Service Personal Care Establishment to serve (not sell) and consume beer and/or wine only for consumption on the licensed premises as an incidental part of a full service personal care service. The license shall be subject to the following conditions and limitations:
  - a. Limited Individual Servings: The serving of beer and/or wine intended for consumption on the licensed premises shall be limited to individual servings of beer and/or wine as part of a package of personal care services. No more than two (2) servings of beer (each not to exceed 8 ounces) or wine (each not to exceed 4 ounces) per customer shall be permitted on the licensed premises per calendar day.

- b. Incidental to Business Operation: The serving of beer and/or wine for consumption on the licensed premises shall be merely incidental to the primary business operation of the licensed premises of a full service personal care services establishment, and the licensed premises shall not be advertised or otherwise held out to be a drinking establishment.
  - c. Permitted Hours for serving and/or consumption of beer and/or wine: In no case shall the serving, and/or consumption on the licensed premises of beer and/or wine take place outside of the normal business hours of the licensed premises and, in any event, not outside of the hours for liquor service as otherwise permitted by this Chapter.
  - d. Live Entertainment Prohibited: No live entertainment of any nature shall be permitted on the licensed premises.
  - e. No Signs: No sign or any other external indicia shall be permitted on the licensed premises or surrounding property that indicates that alcoholic liquor is available for serving at the licensed premises.
  - f. No license will be issued to a personal care facility within 100 feet of a licensed daycare or child care facility.
15. Class H, which shall permit a Bring Your Own Bottle Establishment to allow the consumption of beer or wine only on the premises. The license shall be subject to the following conditions:
- a. No more than one (1) bottle of wine per patron over the age of twenty-one (21) shall be permitted to be uncorked;
  - b. The licensee shall only permit BYOB to occur on the premises in conjunction with the purchase of a service within the establishment;
  - c. Only patrons that are participating in the service shall be permitted to consume wine and or beer that has been provided by the patron;
  - d. The licensee may provide glassware and ice to patrons and may uncork a bottle of wine, pour it, and control its consumption for a corkage fee;
  - e. All employees who perform corkage duties shall be BASSET trained and shall serve the wine as if it was purchased in the establishment complying with all state and local laws;
  - f. It shall be unlawful for any person to carry, transport or possess liquor in an unsealed and open condition.

SECTION 4: Section 33.07-B, Number of Licenses Issued, of Chapter 33 of the Algonquin Municipal Code shall be amended to add new paragraphs 14 and 15 which shall read as follows:

Formatted: Widow/Orphan control

14. Zero Class G licenses.

15. Zero BYOB licenses.

SECTION 5: Section 33.08-B, License Classification Fees, of Chapter 33 of the Algonquin Municipal Code shall be amended to add new paragraphs 18 and 19 which shall read as follows:

18. Class G, \$900.00;

19. BYOB, \$900.00.

SECTION 6: The first paragraph in Section 33.21, Closing Hours, of Chapter 33 of the Algonquin Municipal Code shall be amended to read as follows:

Except as provided herein, it shall be unlawful to sell or offer for sale, give away or deliver, either in, upon or from any licensed premises, any alcoholic liquor between the hours of 1 a.m. and 7 a.m. Monday through Friday, and between the hours of 2 a.m. and 7 a.m. on any Saturday or Sunday. In the event New Year's Eve falls on a Sunday, Monday, Tuesday, Wednesday or Thursday, a licensed premise that has been issued a Class A, A-1, A-2, A-3, C, C-1, D or F license shall be permitted to remain open until 2 a.m. the following morning. \*Day Light Savings time is recognized.

SECTION 7: Section 33.34-B, BASSET Training Expiration, of Chapter 33 of the Algonquin Municipal Code shall be amended to read as follows:

B. BASSET Training Expiration: BASSET training or other approved training shall be valid only ~~for the following time periods:~~ for three years from the date of successful completion.

~~1. On line Program: Three years from the date of successful completion.~~

~~2. Algonquin Police Presentation and Certification, or any other approved BASSET In Person or Classroom training program: Three years from the date of successful completion.~~

SECTION 8: 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 9: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 10: 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.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Prepared by:  
Kelly Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014



**VILLAGE OF ALGONQUIN**  
*GENERAL SERVICES ADMINISTRATION*

**- M E M O R A N D U M -**

DATE: April 4, 2019

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager  
Steve Ludwig, General Services Superintendent  
Mike Reif, Internal Services Supervisor

SUBJECT: *Enterprise Fleet Management Program*

---

Over the past several months, staff has been working with Enterprise Fleet Management to evaluate the condition of our municipal vehicles and develop a long-term strategy for replacement. Currently, the Village operates and maintains approximately 125 vehicles and heavy equipment.

**Current Status**

On an annual basis, staff on our Vehicle Maintenance team assesses municipal vehicles using a “point system” derived from the American Public Works Association (APWA). This methodology includes objective measures such as age, mileage, and maintenance costs along with subjective measures such as use, reliability, and condition. The end result rates each vehicle with a certain number of points to prioritize vehicle replacement need.

In 2019, approximately 30 percent of the Village’s fleet meets “Priority Replacement” criteria with typically age, maintenance costs, and condition as the primary drivers.

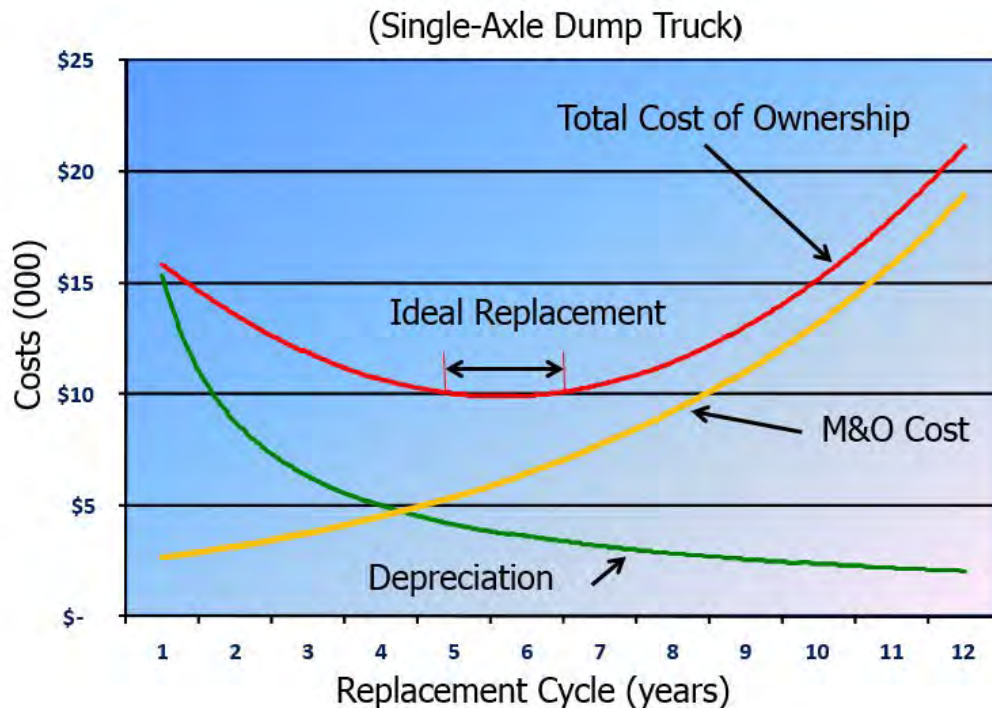
In 2018, the Village replaced eight (8) vehicles of the 33 recommended (27 percent) amount. In 2019, the proposed budget provides for the replacement of three (3) vehicles of the 37 recommended (8 percent) amount. This will be a difficult trend to reverse as Vehicle Replacement Fund reserves are at low levels and current financial resources often compete with other operational and policy priorities.

**Alternative Strategies**

The chart on the following page graphically illustrates the difference between a “run it until it dies” strategy and the preferred “lowest total cost of ownership” approach. Holding a vehicle in your fleet for too long drives up the overall total cost of ownership for two (2) primary reasons:

1. Operating and maintenance costs are highest towards the end of the vehicle’s life.
2. Vehicle is fully depreciated and there is little to no residual value.

This scenario is depicted by looking at the far right side of the chart where maintenance costs are a large proportion of total cost of ownership.



Conversely, by cycling out vehicles at their lowest total cost of ownership point, an organization is able to avoid costly maintenance items (tires, brakes, suspension, etc.) while still having an asset that is not fully depreciated and has market value (equity). This scenario is depicted by the middle of the chart (5-7 years) where maintenance costs are relatively minimal.

### Proposed Solution

Enterprise Fleet Management (EFM) provides turnkey fleet management services to private and public sector clients including vehicle acquisition and remarketing. By partnering with EFM, the Village is able to retain its governmental purchasing power under State of Illinois pricing while tapping into the market insights and scale of Enterprise. EFM value added is two-fold:

1. EFM will make recommendations regarding acquisition of vehicles to minimize the Village's total cost of ownership and coordinate the ordering/delivery of vehicles.
2. EFM will prepare, condition, and remarket the Village's surplus vehicles to maximize resale value.

By maintaining a fleet of vehicles with a healthy life cycle, the Village can significantly reduce maintenance costs, increase operational capacity, improve fuel economy of fleet, and improve employee and public safety (air bags, sensors, cameras, etc.). **Further, long-term, it is possible for the Village to cycle its fleet in a cost-neutral manner, due to growing equity position as vehicles cycle.**

### Limitations

At this time, staff is limiting the program to only administrative and light truck vehicles (approximately 37 total) as a pilot study approach to implementation. Large CDL-type trucks and Police squads are being excluded from the initial implementation.



Upon checking references, a concern for the program was the “gold-plating” of vehicle selections. Provided favorable approval by the Village Board, staff will draft a vehicle replacement policy that mandates vehicles purchased through the program by default will be those with the lowest total cost of ownership as recommended by EFM, unless an exception is necessary based on a substantiated business necessity.

Finally, to reach a point where fleet cycling can be cost-neutral (or positive equity), a long term commitment is necessary.

### **Summary**

There are several attachments to this memo that show the fleet cycling model proposed for the Village. For FY 19/20, approximately 17 vehicles are proposed to be cycled and replaced with a vehicle to deliver the lowest total cost of operating on a short term lease. The proposed budgeted amount for all funds is \$100,000 – which includes principal and interest payments for the vehicles, Enterprise’s monthly management fee, and fees for EFM to remarket the vehicle(s) that will have their leases end in the fiscal year.

Staff is exploring opportunities in the future to add an intergovernmental agreement for fleet maintenance services to in-source work from a local government with any capacity gained by reduced maintenance activity with a newer fleet. The Vehicle Maintenance team currently provides this service for the Algonquin-Lake in the Hills Fire Protection District which benefits both agencies and ultimately Algonquin taxpayers by driving down costs.

Enterprise will have a representative present at the Committee of the Whole meeting on April 9 for a presentation on the program and answer any questions along with staff.

### **Recommendation**

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution at their meeting on April 16, 2019.

Attachments: APWA Timely Replacement of Fleet Assets (Position Statement)  
Menu Pricing for Maintenance Services  
10-Year Model Analysis



Washington Office  
1275 K St., NW, Suite 750  
Washington, DC 20005  
202-408-9541/Fax 202-408-9542

Guidance Position Statement

**Timely Replacement of Fleet Assets**

Statement of Purpose:

The American Public Works Association (APWA) seeks to inform policy-makers and decision-makers and the public at-large of its stated position on the replacement of fleet assets.

Statement of Position:

Replacement of fleet assets at the end of their economic life is a necessary cost of doing business. It recommended that annual funds be provided during the budget cycle as a priority item.

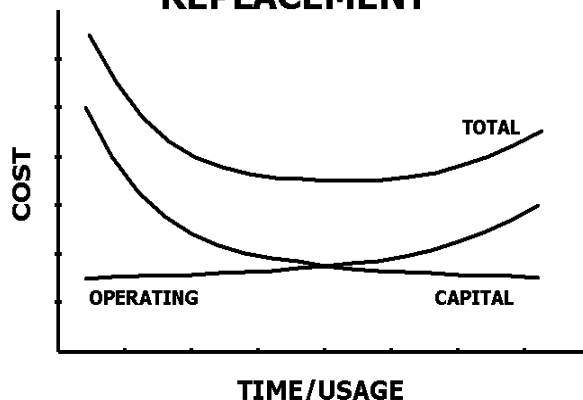
Background and Rationale:

Vehicle life-cycle cost analysis enables management to evaluate new equipment purchases and on a case by case basis determine if it is more economical to retain equipment or purchase new. This economic replacement model follows the following premises:

- 1) as a unit ages, average maintenance and operations costs increase
- 2) as a unit grows older, investment costs decrease
- 3) and there is a point in a vehicle’s life at which the total average cost is minimal which is the optimum economic life point

The accepted economic theory of vehicle replacement maintains that vehicle capital costs decline over time while vehicle operating costs will increase. The combination of these two trends will produce a U-shaped total cost curve and a vehicle should be replaced at the flat portion of this curve.

**ECONOMIC THEORY OF VEHICLE REPLACEMENT**



Retaining assets

beyond this point leads

to the following adverse conditions:

- Increase in total operating cost
- Increase in turnaround time as the complexity of repairs increase
- Decrease in overall asset availability
- Increase in fleet asset failure—the older the fleet, the greater the opportunity a catastrophic failure will occur
- Decrease in salvage (residual) value as an asset ages
- Customer satisfaction with the fleet asset will dissipate
- Operator safety is compromised as vehicle components are subject to increased wear and tear; safety enhancements available on new assets are bypassed when fleet assets are not replaced
- Fleet creep occurs as customers seek to have more backup assets to fill the void created when fleet assets are in for service more often and for longer periods of time

Delaying vehicle replacement beyond the economic useful life of the asset in general is a short-term budget fix that invariably will lead to a long-term increase in cost and a degradation of the fleet's overall effectiveness and efficiency.

Sponsor

Fleet Services Committee

**Village of Algonquin**

**Menu Pricing for Maintenance Services (For Illustrative Purposes Only)**

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<u>Service</u>		<u>Parts (\$)</u>	<u>Labor (Hrs.)</u>
Tires	\$	600.00	1.0
Brakes	\$	350.00	1.5
Front End Suspension	\$	160.00	0.75
Vehicle Prep (One-Time)			
Decals	\$	150.00	1.0
Light Strobe	\$	200.00	3.0

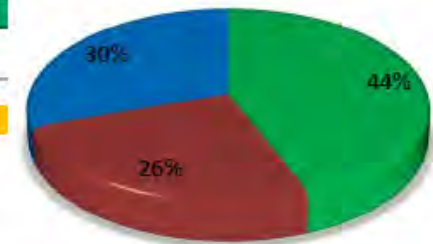
*Note: Generally vehicles that are less than five (5) years of age will fall under warranty for powertrain and other mechanical issues.*

# 10 Year Model

## Algonquin - Fleet Planning Analysis

Current Fleet	35	Fleet Growth	0.00%	Proposed Fleet	35
Current Cycle	14.00	Annual Miles	9,300	Proposed Cycle	5.00
Current Maint.	\$110.00	Insurance	\$0.00	Proposed Maint.	\$33.90
Fuel Info		MPG	10	Price/Gallon	\$2.45

### Fleet Costs Analysis



Fiscal Year	Fleet Mix			Fleet Cost						Annual		
	Fleet Size	Annual Needs		Owned	Leased	Purchase	Lease*	Maintenance	Insurance	Fuel	Fleet Budget	Net Cash
Average	35	2.5		35	0	54,953	0	46,200	0	79,748	180,901	0
'19	35	19		16	19	0	88,046	28,850	0	63,513	180,409	492
'20	35	3		13	22	0	100,638	26,111	0	60,950	187,699	-6,798
'21	35	3		10	25	0	112,157	23,371	0	58,387	193,915	-13,014
'22	35	3		7	28	0	125,347	20,632	0	55,823	201,801	-20,901
'23	35	7		0	35	0	-5,522	14,240	0	49,842	58,560	122,341
'24	35	19		0	35	0	129,357	14,240	0	49,842	193,439	-12,538
'25	35	3		0	35	0	139,656	14,240	0	49,842	203,738	-22,837
'26	35	3		0	35	0	136,866	14,240	0	49,842	200,948	-20,048
'27	35	3		0	35	0	97,955	14,240	0	49,842	162,037	18,864
'28	35	7		0	35	0	-5,522	14,240	0	49,842	58,560	122,341

<b>10 Year Savings</b>	<b>\$167,900</b>	<b>Avg. Sustainable Savings</b>	<b>\$17,156</b>
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### Current Fleet Equity Analysis

YEAR	2019	2020	2021	2022	2023
QTY	19	3	3	3	7
RESALE	\$2,565	\$5,500	\$8,500	\$10,500	\$12,500
TOTAL	\$48,735	\$16,500	\$25,500	\$31,500	\$87,500
<b>Estimated Current Fleet Equity**</b>					<b>\$209,735</b>



**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: March 22, 2019

TO: Tim Schloneger, Village Manager

FROM: Michele Zimmerman, Assistant Public Works Director

SUBJECT: *Asphalt Bike Path Repair Bid*

---

Bids were opened on March 19, 2019 for contracted service for asphalt bike path repair. There were 7 bidders on the program with Allstar Asphalt out of Wheeling, IL coming in the lowest at \$129,250.00. This contract will remove and replace approximately 5,000 square yards of failed bike at various locations throughout the Village.

Although we have not used this contractor before, provided references were checked. This company has done similar work in many communities throughout the Chicago and check references reported favorable results.

Money has been budgeted in the Motor Fuel Tax Fund to pay for this service. Therefore, it is our recommendation that the Committee of the Whole take action to move this matter forward to the Village Board for approval of Allstar Asphalt to perform asphalt bike path repair for the bid price of \$129,250.00.







**VILLAGE OF ALGONQUIN**  
*PUBLIC WORKS DEPARTMENT*

**– M E M O R A N D U M –**

DATE: March 26, 2019

TO: Tim Schloneger, Village Manager  
Committee of the Whole

FROM: Robert Mitchard, Public Works Director

SUBJECT: Hot Mix Asphalt Bids

---

Tim, attached you will find a recommendation letter from Lee Fell of Christopher B. Burke Engineering, referencing the bids for providing asphalt binder and surface materials for the 2019 construction season to be used for roadway patches throughout the Village of Algonquin. The final bid amounts, as expressed in Mr. Fell's letter, include the tonnage cost of the materials and trucking cost to deliver it to the job site. MFT and IDOT bidding requires us to bid the product at a delivered price.

It is our recommendation that the Committee of the Whole take the necessary action to move this bid on to the full Board of Trustees for approval of the annual contract with Arrow Road Construction for \$231,800.00, which is well over our budgeted amount in the Motor Fuel Tax Fund and in the General Services budgets. It is our intention to spend only the amount budgeted, as Village employees and equipment will transport materials from the local plant, reducing the contract cost significantly.



**CHRISTOPHER B. BURKE ENGINEERING, LTD.**

9575 West Higgins Road Suite 600 Rosemont, Illinois 60018 TEL (847) 823-0500 FAX (847) 823-0520

March 25, 2019

Village of Algonquin  
220 Harnish Drive  
Algonquin, Illinois 60102

Attention: Michele Zimmerman

Subject: 2019 MFT Purchasing – Asphalt Material Letting  
**Bid Results**

Dear Ms. Zimmerman:

On Tuesday, March 19, 2019 at 10:00 a.m. bids were received and opened for the aforementioned project. Three bids were received and have been summarized below.

<u>COMPANY</u>	<u>BID AMOUNT (INCLUDING HAUL RATE)</u>
Arrow Road Construction	\$231,800.00
Geske & Sons, Inc.	\$253,700.00
Curran Contracting Company	\$359,700.00

Arrow Road Construction is the low bidder with a bid amount, including the hauling rate, of \$231,800.00. The haul rate is based on the cost per ton per mile for a round trip from the Contactor’s asphalt plant to Algonquin Public Works. Our office recommends accepting Arrow Road Construction’s bid for the amount of \$231,800.00. Attached please find a copy of the bid tabulation for your review and files.

If you have any questions, please do not hesitate to contact me.

Sincerely,

Lee Fell, PE  
Assistant Department Head – Civil Engineering Design

Enclosure as Noted

cc: Michelle Weber – Village of Algonquin (w/ enclosed)  
Gerardo Fierro – IDOT (w/ enclosed)

Christopher B. Burke Engineering, Ltd.  
 9575 West Higgins Road, Suite 600  
 Rosemont, IL 60018

VILLAGE OF ALGONQUIN  
 2019 MFT PURCHASING  
 ASPHALT MATERIAL LETTING

BID TABULATION  
 DATE: March 25, 2019

				ARROW ROAD CONSTRUCTION		GESKE & SONS, INC.		CURRAN CONTRACTING COMPANY	
GROUP NO.	ITEM	UNIT	QUANTITY	UNIT PRICE	COST	UNIT PRICE	COST	UNIT PRICE	COST
I	HMA Surface Course, Mix "D", N50	TON	3500	\$ 48.00	\$ 168,000.00	\$ 48.50	\$ 169,750.00	\$ 45.00	\$ 157,500.00
II	HMA Binder Course, IL-19.0, N50	TON	500	\$ 46.00	\$ 23,000.00	\$ 45.50	\$ 22,750.00	\$ 42.00	\$ 21,000.00
				<b>TOTAL =</b>	<b>\$ 191,000.00</b>	<b>TOTAL =</b>	<b>\$ 192,500.00</b>	<b>TOTAL =</b>	<b>\$ 178,500.00</b>
HAUL DISTANCE (miles):		HAUL RATE	6.8			10.2		30.2	
HAUL RATE PER TON/MILE:		\$ 1.50	27200	\$ 40,800.00		40800	\$ 61,200.00	120800	\$ 181,200.00
				<b>TOTAL WITH HAULING =</b>	<b>\$ 231,800.00</b>	<b>\$ 253,700.00</b>	<b>\$ 359,700.00</b>		

NOTE: HAUL RATES ARE BASED ON MAPQUEST FOR THE ROUND TRIP DISTANCE FROM THE VILLAGE PUBLIC WORKS TO CONTRACTOR'S LOCATION OF ASPHALT PLANT.



# Village of Algonquin

Police Department

-MEMORANDUM-



DATE: April 4, 2019  
TO: Tim Schloneger  
FROM: John Bucci, Chief of Police  
SUBJECT: Ordinance Amending 43.30, Sale of Tobacco

---

In response to the growing momentum of an initiative known as Tobacco 21 which proposes raising the minimum legal age to purchase tobacco products from 18 to 21, the Algonquin Police Department proposes the following changes to Chapter 43.30 Sale of Tobacco:

- The village will raise the legal age to purchase tobacco products to 21 years of age.
- The age in which a person can possess tobacco will be 18 years of age.
- Add language to include Electronic Cigarettes to the chapter.

This initiative is backed by the American Heart Association, the Respiratory Health Association, Tobacco Free Kids, the American Lung Association, and others, and if passed, the Village of Algonquin will join with the Village of Lake in the Hills in being two of the first communities in McHenry County to raise the minimum purchase age.

Communities that have already raised the purchase age to 21 include Barrington, Round Lake Beach, Elgin, and Des Plaines.

I respectfully request consideration to bring this item before the Committee of the Whole and upon review, to the Village Board for approval.

# ORDINANCE NO. 2019 - O - \_\_\_\_\_

## *An Ordinance Amending Section 43.30, Sale of Tobacco, of the Algonquin Municipal Code*

WHEREAS, the Village of Algonquin, McHenry and Kane counties, 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;

WHEREAS, studies have shown that nearly all smokers started their tobacco use as kids or young adults; and

WHEREAS, studies have found that increasing the tobacco age will significantly reduce the number of adolescents and young adults who start smoking and will reduce the deaths, disease and health care costs caused by tobacco use; and

WHEREAS, one way to help prevent or reduce tobacco use is by increasing the minimum age to purchase tobacco products and that Raising the sale age to 21 complements other strategies to reduce tobacco use.

NOW, THEREFORE, BE IT ORDAINED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane counties, Illinois, as follows:

SECTION 1: Paragraph A, Definitions, of Section 43.30 of the Algonquin Municipal Code shall be amended to add the following definition:

Electronic Cigarette Product: a device as defined by applicable State or Federal laws, rules or regulations, which device is capable of providing nicotine through vapor or inhalation.

SECTION 2: Paragraph B, Purchase of Tobacco Products Prohibited, of Section 43.30 of the Algonquin Municipal Code shall be amended to read as follows:

B. Purchase of Tobacco and Electronic Cigarette Products Prohibited:

1. Except for remote orders outside the Village, the sale of tobacco products by remote orders and curbside pick-ups are prohibited.
2. No person under ~~18-21~~ years of age shall purchase any tobacco or electronic cigarette product. No person shall sell, purchase for, distribute samples of or furnish tobacco or electronic cigarette products to any person under ~~18-21~~ years of age. Tobacco products may be sold through a vending machine only when such tobacco products are not sold along with non-tobacco products in the vending machine and only in the following locations:
  - a. Factories, businesses, offices, private clubs and other places not open to the general public.
  - b. Places to which persons under 18 years of age are not permitted access.

- c. Places where alcoholic beverages are sold and consumed on the premises.
- d. Places where the vending machine is under the direct supervision (which means that the owner or employee has an unimpeded line of sight to the vending machine) of the owner of the establishment or an employee over ~~18-21~~ years of age. The sale of tobacco products from a vending machine under direct supervision of the owner or an employee of the establishment is considered a sale of tobacco products by that person.
- e. Places where the vending machine can only be operated by the owner or an employee over age ~~18-21~~ either directly or through a remote control device if the device is inaccessible to all customers.

3. No person under 18 years of age shall possess any tobacco or electronic cigarette product.

~~34.~~ Penalty: Any person violating any provision of this Section 43.30-B shall be fined pursuant to Appendix B of this Code and be responsible for the Village’s cost of prosecution, including reasonable attorney fees.

SECTION 3: Paragraph C-1, Sale to Minors Prohibited, of Section 43.30 of the Algonquin Municipal Code shall be amended to read as follows:

- 1. Sale to Minors Prohibited: No person shall knowingly sell, barter, exchange, deliver or give away or cause or permit or procure to be sold, bartered, exchanged, delivered or given away tobacco accessories or smoking herbs to any person under ~~18-21~~ years of age.

SECTION 4: Paragraph C-6, Warning to Minors, of Section 43.30 of the Algonquin Municipal Code shall be amended to read as follows:

- 6. Warning to Minors: Any person, firm, partnership, company or corporation operating a place of business where tobacco accessories and smoking herbs are sold or offered for sale shall post in a conspicuous place upon the premises a sign which there shall be imprinted the following statement: SALE OF TOBACCO ACCESSORIES AND SMOKING HERBS TO PERSONS UNDER ~~18-21~~ YEARS OF AGE OR THE MISREPRESENTATION OF AGE TO PROCURE SUCH A SALE IS PROHIBITED BY LAW. The sign shall be printed on a white card in red letters at least one-half inch in height.

SECTION 5: The entry for Section 43.30-B, Manual Meter Reading Fee, in Appendix B of the Algonquin Municipal Code shall be amended to read as follows:

43.30-B	Purchase of Tobacco <del>and Electronic Cigarette</del> Products ( <del>excluding 43.30-B3</del> )	
	First offense	\$200
	Second offense in a 12-month period	\$400
	Third and any subsequent offense in a 12-month period	\$600

SECTION 6: Appendix B, Penalty, Salary, Bonds and Fees, of the Algonquin Municipal Code shall be amended to add the following entry:

43.30-B3	Possession of Tobacco and Electronic Cigarette Products	
	First offense	\$100
	Second offense in a 12-month period	\$200
	Third and any subsequent offense in a 12-month period	\$300

SECTION 7: 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 8: All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 9: 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.

Aye:

Nay:

Absent:

Abstain:

APPROVED:

\_\_\_\_\_  
Village President John C. Schmitt

(SEAL)

ATTEST: \_\_\_\_\_  
Village Clerk Gerald S. Kautz

Passed: \_\_\_\_\_

Approved: \_\_\_\_\_

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

Prepared by:  
Kelly Cahill, Village Attorney  
Zukowski, Rogers, Flood & McArdle  
50 Virginia Street  
Crystal Lake, Illinois 60014