

AGENDA
COMMITTEE OF THE WHOLE
August 17, 2021
2200 Harnish Drive
Village Board Room
7:45 P.M.

Trustee Glogowski– Chairperson
Trustee Smith
Trustee Brehmer
Trustee Dianis
Trustee Auger
Trustee Spella
President Sosine

- AGENDA -

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 a Public Event License for the Randy Drews Memorial Softball Tournament
–Held September 11 and 12, 2021 at Holder Park (1040 Timberwood Lane)
4. **General Administration**
 - A. Consider a Resolution Adopting an Anti-Retaliation Policy
 - B. Consider an Amendment Section 39.24, Small Wireless Facilities, of the Algonquin Municipal Code
 - C. Consider an Amendment to Chapter 16, Cemeteries, of the Algonquin Municipal Code
5. **Public Works & Safety**
 - A. Consider an Agreement with Bonnell Industries for the Purchase of a Spartan Leaf Vacuum for Hook Lift Truck
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 15, 2021

TO: Committee of the Whole

FROM: Mike Darrow, Community Development
Jason Shallcross, Community Development Director

SUBJECT: Randy Drews Memorial Softball Tournament

Representatives from the Randy Drews Memorial Softball Tournament are requesting the use of Holder Field for their annual memorial softball tournament to be held September 11-September 12. The event will be held from 7:00 am to 4:00 pm. Below are the conditions outlined by staff for consideration by the Village Board.

Conditions of Approval/Additional Requirements:

- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works.
- The site must be free of trash by 5:00 pm on September 12, 2021
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use.
- Alcohol is not permitted
- No outdoor music or loudspeakers are permitted
- Any temporary tents or structures shall be properly weighted or tied down. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter
- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code



Village of Algonquin
The Gem of the Fox River Valley

PUBLIC EVENT LICENSE

RANDY DREWS MEMORIAL SOFTBALL TOURNAMENT

Description of Event: Softball Tournament
Location of Event: Holder Field
Parking/Traffic: Park parking lots and neighborhood streets, if needed
Event Contact: David Williams
Date(s) of Event: September 11 and 12, 2021
Time(s) of Event: 7:00 am – 4:00 pm

Conditions of Approval/Additional Requirements:

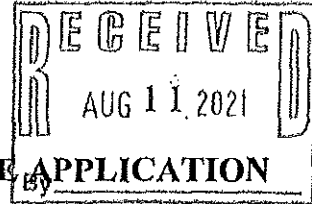
- Trash removal shall be coordinated with the Village Parks and Forestry Division of Public Works.
- The site must be free of trash by 5:00 pm on September 12, 2021
- Police Officers and Village officials shall have free access to the event at all times to assure that the event is in compliance with the Municipal Code
- Parking is not permitted on grass or bike paths at any times, all parking shall be on paved surfaces approved for such use.
- Alcohol is not permitted
- No outdoor music or loudspeakers are permitted
- Any temporary tents or structures shall be properly weighted or tied down. In the event of unfavorable weather conditions, any temporary tents or structures shall be vacated and removed, and no temporary tent or structure shall be used for shelter
- All participants and permittee shall abide by the provisions of the Algonquin Municipal Code

Date Issued:

Approved By: _____

cc: Village Manager
Police Department
Community Development Department

56941 permit # FILE COPY



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 Diane LaCalamita at the Ganek Municipal Center (2200 Harnish Drive or dicalamita@algonquin.org) at least 45 days prior to the event.

Please type or print legibly.

Official Name of the Event: RANDY DREWS MEMORIAL SOFTBALL TOURNAMENT

Sponsoring Organization:

Name: ELGIN TURNERS Contact Name: DAVID M. WILLIAMS
Address: 112 VILLA ST.
City, State, ZIP: ELGIN, IL 60120
Phone: [REDACTED] Email: [REDACTED]

Event Coordinator:

Name: DAVID WILLIAMS
Home Address: [REDACTED]
City, State, ZIP: ELGIN, IL 60123
Phone: [REDACTED] Email: [REDACTED]

Event Information:

Describe the Nature of the Event: SOFTBALL TOURNAMENT

New Event Repeat Event If repeat, will anything be different this year? NO

Event Address: HOLDER FIELD

Date(s) and Time(s) of the Event: SEPT 11, 12, 2021 7AM - 4PM

Rain Date(s), if applicable: NO

Set-Up Date/Time: SEPT 11TH, 2021 6 AM

Maximum Number of Attendees/Participants Expected: 30 AT A TIME

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): _____

Event Website: NONE

Event Details:

Describe provided security, including who will be providing the security (name and contact information), hours, and a security plan: _____

N/A

Describe parking or traffic control, including the location of extra parking and the number of spaces allocated, and how overflow parking will be handled: _____

N/A

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

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

Do you want a fire truck or ambulance present? Yes _____ No If Yes, for what hours and to perform what function? _____

Are you wishing to post temporary sign(s) announcing the event? Yes _____ No If Yes, please describe desired size, location and date(s) that the signage will be displayed: _____

Do you wish to serve alcoholic beverages? Yes _____ No

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

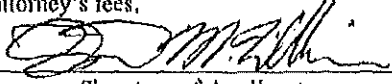
Will you have live entertainment? (e.g. bands, D.J., amplified sound, etc.) Yes _____ No
If Yes, please describe type, band name(s), and hours of performance and if there will be a stage: _____

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.): NO

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): DAVID WILLIAMS
On-site contact's cell number: [REDACTED]
On-site contact's work number: SAME
On-site contact's home number: SAME

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(e), 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

8-9-2021

Date

DAVID M. WILLIAMS

Printed Name of Applicant

Indemnification, Waiver and Release

To be signed by all: applicant, sponsor, organizer, promoter and permittee/licensee.

The Permittee/Licensee shall indemnify and hold harmless the Village, its officers, boards, commissions, agents, elected, elected officials, and employees (collectively, "the Village Indemnitees") from any and all costs, demands, expenses, fees and expenses, arising out of: (a) breach or violation by the Permittee/Licensee of any of its certifications, representations, warranties, covenants or agreements in its application and permit/license issued by the Village; (b) any actual or alleged death or injury to any person, damage to any property or any other damage or loss claimed to result in whole or in part from the negligent performance by or on behalf of the Permittee/Licensee; or (c) any negligent act, activity or omission of permittee or an or its employees, representatives, subcontractors or agents.

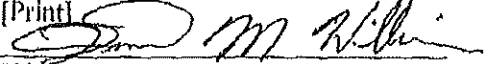
The Permittee/Licensee agrees to indemnify, defend and hold harmless the Village Indemnitees against and from any and all losses, claims, demands, causes of action, actions, suits, proceedings, damages, costs and/or liabilities of every kind and nature, whatsoever (including, but not limited to expenses for reasonable legal fees, and disbursements and liabilities assumed by the Village in connection therewith), to persons or property, in any way arising out of or through the acts or omissions of the Permittee/Licensee, its servants, agents or employees, or to which the negligence of the Permittee/Licensee shall in any way contribute.

Permittee/Licensee hereby waives and releases all claims against the Village Indemnitees or arising out of the issuance of a permit to Permittee/Licensee for any and all injuries to persons or damage to property from any cause arising at any time during the event listed herein or the issuance of the Permit/License.

The term "Permittee/Licensee" refers to the applicant, as well as any sponsor, organizer, promoter of the event. Each undersigned represents and warrants that he/she has authority to execute this Indemnification, Waiver and Release Agreement on behalf of the person or entity for which he/she has signed.

Permittee/
Licensee: ELGIN TURNERS

Circle all that apply: Applicant Sponsor Organizer Promoter

By: DAVID M. WILLIAMS
[Print] 
[Signature]

Date: 8-9-21



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

08/12/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Quantum Insurance Group, Inc 3140 Finley Rd, STE 400F DOWNS GROVE, IL 60515 License #: 8677362	CONTACT NAME: Amanda Alikpala	FAX (A/C, No): (630)689-0933
	PHONE (A/C, No, Ext): (630)964-1360	E-MAIL ADDRESS: amandalozano@epiconeins.com
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A: Owners Insurance Company	32700	
INSURED ELGIN TURNERS CLUB 112 VILLA ST ELGIN, IL 60120-6582	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 0000310-33246

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	07060173	12/01/2020	12/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 1,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	07122088	12/01/2020	12/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Village of Algonquin listed as additional insured regarding the following event
 Event name: Randy Drews Memorial Softball Tournament
 Event date: September 11 & 12, 2021
 Event Location: Holder Field

CERTIFICATE HOLDER**CANCELLATION**

VILLAGE OF ALGONQUIN 904 MOHICAN DR ALGONQUIN, IL 60102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  (AML)

© 1988-2015 ACORD CORPORATION. All rights reserved.

YEAR OF 2021
DUE PRIOR TO 9-1-2021

SECRETARY OF STATE JESSE WHITE
STATE OF ILLINOIS

PAGE 1
CORPORATION FILE #
N 0492-129-1

FILING FEE IS \$10.
IF LATE, ADD PENALTY OF \$3.

General Not For Profit Corporation Act

ANNUAL REPORT

(Form NFPCAF - Rev. 09/30/2008)

***** THIS REPORT CAN BE FILED ON-LINE @ www.cyberdriveillinois.com, *****

(USE BLACK INK)

03-21-18
KANE COUNTY

ELGIN TURNERS
% DAVID M WILLIAMS
112 VILLA ST
ELGIN IL 60120

Item 1. Verify that the corporate name is correct.

Item 2. Verify that the name of the registered agent and the address of the registered office are correct. You cannot change the registered agent and/or registered office on the annual report form printed below. In order to change the registered agent and/or registered office, it will be necessary to file with the Secretary of State form NFP 105.10/105.20. Mail the NFP 105.10/105.20, Annual Report and \$5 filing fee TOGETHER in the SAME envelope. This form can be downloaded from our internet web site at www.cyberdriveillinois.com. Click on "Departments", then "Business Services" then "Publications and Forms".

Items 3(a), 3(b). Verify printed information is correct.

Item 4. Must set forth the names and addresses of all officers and directors of the corporation as of the date of signing. ILLINOIS CORPORATIONS MUST HAVE AT LEAST THREE (3) DIRECTORS! If there are additional officers and/or more than three directors, you must attach a list to this report setting forth all other name(s), title(s) and address(es). Please write the file number on all attachments.

Item 5. Please complete this item.

Item 6. Please mark the appropriate box where indicated in response to the following questions:

(a) Is this corporation a CONDOMINIUM Association as established under the Condominium Property Act?

(b) Is this corporation a COOPERATIVE HOUSING CORPORATION defined in Section 216 of the Internal Revenue Code of 1954?

(c) Is this corporation a HOMEOWNER'S ASSOCIATION which administers a Common Interest Community as defined in Subsection (c) of Section 9-102 of the Code of Civil Procedure?

Item 7. Please complete this item.

Item 8. THIS REPORT MUST BE SIGNED BY A DULY AUTHORIZED OFFICER OF THE CORPORATION! Please type or print the name and title of the officer signing this report as well as the date of signing.

DETACH AT PERFORATION - DO NOT SUBMIT A PHOTOCOPY

Page #: 002678

1) Corporate Name ELGIN TURNERS		File Number N 0492-129-1	
4) President Name/Address Dave Williams - [redacted] Elgin IL 60120		3a) Date of Inc/Qual 09-16-1889	
Secretary Name/Address Brian Thomas - [redacted] Bartlett, IL 60103		3b) State of Inc. ILLINOIS	
Treasurer Name/Address Carrie Mellon, [redacted] W. Dundee, IL 60118		Annual Report General Not For Profit Corporation Act	
Director Name/Address			
Director Name/Address			
Director Name/Address			
5) Brief Description of the corporation's activities:		Year of: 2021	
7) Principal Address of the Corporation (Street, City, State, Zip Code) 112 Villa St Elgin IL 60120			
2) Registered Agent % DAVID M WILLIAMS 03-21-18 112 VILLA ST ELGIN IL 60120 KANE COUNTY		6a) Is this Corporation a CONDOMINIUM ASSOCIATION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		6b) Is this Corporation a COOPERATIVE HOUSING CORP.? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
		6c) Is this Corporation a HOMEOWNER'S ASSOCIATION? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
Under the penalty of perjury and as an authorized officer, I declare that this annual report, pursuant to the provisions of the General Not For Profit Corporation Act, has been examined by me and is, to the best of my knowledge and belief, true, correct and complete.		6) Signature	
		Title	Date



VILLAGE OF ALGONQUIN
MEMORANDUM

DATE: August 12, 2021

TO: Tim Schloneger, Village Manager

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

SUBJECT: Whistle Blower Act

The Illinois General Assembly recently enacted Public Act 101-0652, the SAFE-T Act relating to police reform. One of the many requirements is to have in place a “whistle blower act” policy. The Act prohibits retaliation against an employee who reports an “improper governmental” action as defined in this policy, cooperates with an investigation by the “auditing official” related to a report of improper governmental action, or testifies in a proceeding or prosecution arising out of an improper governmental action.

Though we do have similar language in our current policy manual, it is in our best interest to update the document to ensure compliance. Therefore, I am requesting the Village Board approve the attached resolution and policy.

I will be available if you and/or the Board has any questions; however, this policy and the aforementioned changes was drafted and approved by our legal counsel.

Thanks in advance.

RESOLUTION NO. 21-_____

A Resolution Adopting an Anti-Retaliation Policy

WHEREAS, the Illinois General Assembly has recently enacted Public Act 101-0652, the SAFE-T Act relating to police reform, with several provisions becoming effective July 1, 2021; and

WHEREAS, PA 101-0652 provides additional regulations, including an amendment to 50 ILCS 105/0.01 *et seq.*, the Public Officer Prohibited Activities Act, to prohibit units of local government from retaliating against a whistleblower for reporting an improper government action, cooperating with an investigation by an auditing official related to a report of improper government actions, and testifies in a proceeding or prosecutions arising out of an improper government action; and

WHEREAS, PA 101-0652 provides for an auditing official for the reporting of complaints of improper government action and written processes and procedures for managing the complaints; and

WHEREAS, pursuant to PA 101-0652, a policy has been drafted that complies with said Public Act and the Anti-Retaliation Policy shall be adopted by this resolution.

NOW, THEREFORE, BE IT RESOLVED by the President and Board of Trustees of the VILLAGE OF ALGONQUIN, McHenry and Kane Counties, Illinois, that the Anti-Retaliation Policy, attached hereto and made a part hereof, is hereby adopted.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

(SEAL)

ATTEST: _____
Deputy Village Clerk Michelle Weber

Passed: _____

VILLAGE OF ALGONQUIN – PERSONNEL POLICY MANUAL
APPENDIX I – ANTI-RETALIATION POLICY

A. Introduction.

In accordance with the Public Officers Prohibited Activities Act (50 ILCS 105/4.1), the Village prohibits retaliation against an employee who (1) reports an “improper governmental” action as defined in this policy; (2) cooperates with an investigation by the “auditing official” related to a report of improper governmental action; or (3) testifies in a proceeding or prosecution arising out of an improper governmental action.

B. Definitions.

“Auditing official” for the Village is the Village’s Attorney or the Village Attorney’s designee whose duties include but are not limited to receiving, registering, and investigating complaints and information concerning misconduct, inefficiency, and waste within the Village; investigating the performance of officers, employees, functions, and programs; and promoting economy, efficiency, effectiveness and integrity in the administration of the programs and operations of the Village.

“Employee” means anyone employed by the Village, whether in a permanent or temporary position, including full-time, part-time, and intermittent workers. “Employee” also includes members of appointed or elected boards or commissions, whether or not paid. “Employee” also includes persons who have been terminated because of any report or complaint submitted under this policy.

“Improper governmental action” means any action by a Village employee, an appointed member of a board, commission, or committee, or an elected official of the unit of local government that is undertaken in violation of a federal, State, or unit of local government law or rule; is an abuse of authority; violates the public’s trust or expectation of his or her conduct; is of substantial and specific danger to the public’s health or safety; or is a gross waste of public funds. The action need not be within the scope of the employee’s, elected official’s, board member’s, commission member’s, or committee member’s official duties to be subject to a claim of “improper governmental action”. “Improper governmental action” does not include a unit of local government personnel actions, including, but not limited to employee grievances, complaints, appointments, promotions, transfers, assignments, reassignments, reinstatements, restorations, reemployment, performance evaluations, reductions in pay, dismissals, suspensions, demotions, reprimands, or violations of collective bargaining agreements, except to the extent that the action amounts to retaliation.

“Retaliate”, “retaliation”, or “retaliatory action” means any adverse change in an employee’s employment status or the terms and conditions of employment that results from an employee’s protected activity under this policy. “Retaliatory action” includes, but is not limited to, denial of adequate staff to perform duties; frequent staff changes; frequent and undesirable office changes; refusal to assign meaningful work; unsubstantiated letters of reprimand or unsatisfactory performance evaluations; demotion; reduction in pay; denial of promotion; transfer or reassignment; suspension or dismissal; or other disciplinary action made because of an employee’s protected activity under this policy.

C. Reporting Alleged Retaliation.

To invoke the protections of this policy, an employee shall make a written report of improper governmental action to the auditing official. An employee who believes he or she has been retaliated against in violation of this policy must submit a written report to the auditing official within 60 days of gaining knowledge of the retaliatory action. If the auditing official is the individual doing the improper governmental action, then a report under this subsection may be submitted to the State’s Attorney.

D. Investigating Alleged Retaliation.

The auditing official shall investigate all reports of improper governmental action as set forth herein. To the extent allowed by law, the identity of an employee reporting information about an improper governmental action shall be kept confidential unless the employee waives confidentiality in writing. The auditing official shall take reasonable measures to protect employees who reasonably believe they may be subject to bodily harm for reporting improper government action. If the auditing official concludes that an improper governmental action has taken place or concludes that anyone has hindered the auditing official's investigation into the report, the auditing official shall notify in writing the Village President and any other individual or entity the auditing official deems necessary in the circumstances. If the auditing official deems it appropriate, the auditing official may transfer a report of improper governmental action to the appropriate State's Attorney.

1. After receipt of a written report from an employee who believes he or she has been retaliated against in violation of the anti-retaliation provisions of 50 ILCS 105/4.1 to the auditing official within 60 days of gaining knowledge of the retaliatory action, the auditing official will investigate said report. If the auditing official is the individual committing the improper action, then a report may be submitted to the State's Attorney's Office.
2. The identity of an individual reporting improper governmental action will be kept confidential, unless waived in writing or otherwise required by law.
3. All witnesses with possible knowledge identified by the reporting employee will be interviewed, as well as anyone identified by the auditing official during the investigation process who may have knowledge. The auditing official may also request and/or review records available through the Village or other verifiable sources.
4. The auditing official will take written notes for each interview. Both the question and the response shall be written down as verbatim as possible.
5. The auditing official shall reach conclusions as to whether a violation of anti-retaliation occurred.
6. Notes and records related to an investigation are to be stored separate from a complaining employee's personnel records and secured to maintain privacy.
7. Notes shall be stored for a period of at least one year or until the matter is resolved.
8. If improper governmental action is found, then the auditing official shall create a typed written report and provide such to the Village President and/or any other individual or entity the auditing official deems necessary in the circumstances.
9. The auditing official shall administer remedies, as provided by statute for violations, and otherwise address and redress related concerns.

E. Remedies Available to an Employee Subject to Retaliation for Reports of Improper Governmental Action.

If an auditing official finds that an employee has been retaliated against for reporting improper governmental action, the auditing official may on behalf of the Village reinstate the employee, reimburse the employee for lost wages or expenses incurred, promote the employee, or provide the employee some

other form of restitution. In instances where an auditing official determines that restitution will not suffice, the auditing official may make his or her investigation findings available for the purposes of aiding in that employee or the employee's attorney's effort to make the employee whole.

F. Dissemination of the Anti-Retaliation Policy.

Every employee shall receive a complete copy of Section 4.1 of the Public Officers Prohibited Activities Act upon commencement of employment and at least once each year of employment. At the same time, the employee shall also receive a copy of the written process created by the auditing official for investigating complaints of improper governmental actions.



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: August 9, 2021

TO: Tim Schloneger, Village Manager

FROM: Michael Kumbera, Assistant Village Manager

SUBJECT: *Ordinance Amending Section 39.24, Small Wireless Facilities*

The Small Wireless Facilities Deployment Act (50 ILCS 840/1 et seq.) effective June 1, 2018, provides the regulations and processes for permitting and deploying small wireless facilities throughout Illinois. On June 3, 2021, Governor JB Pritzker signed HB 3743, now Public Act 102-0009, portions of which amend the 2018 Act. In addition, shortly thereafter, the Federal Communications Commission (FCC) issued new regulations governing the implementation of small cell technology.

To encompass these new state and federal regulations, the Village Attorney's Office has drafted an amended local ordinance (attached) which is largely consistent with the Illinois Municipal League's model ordinance on the matter.

Staff recommends approval of the ordinance amending Section 39.24, Small Wireless Facilities, of the Algonquin Municipal Code. Staff will be available in advance of and at the Committee of the Whole meeting to answer any questions.

C: Robert Mitchard, Public Works Director

ORDINANCE No. 2021 - O – __

**An Ordinance Amending Section 39.24, Small Wireless Facilities,
Providing for the Regulation of and Application for Small Wireless Facilities
and Revising Existing Small Wireless Facilities Deployment Provisions**

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, the Small Wireless Facilities Deployment Act (the “Act”), 50 ILCS 840/1 *et seq.*, effective June 1, 2018, was amended by Public Act 102-0009, effective June 1, 2021 and federal regulations have also been passed regulating local treatment of Small Wireless facilities; and

WHEREAS, the Act sets forth the requirements for the collocation of small wireless facilities by local authorities; and

WHEREAS, the Village is authorized, under existing state and federal law, to enact appropriate regulations and restrictions relative to small wireless facilities, distributed antenna systems and other personal wireless telecommunication facility installations in the public right-of-way as long as it does not conflict with state and federal law; and

WHEREAS, the Village previously adopted an ordinance providing for the regulation of and application for small wireless facilities which has been codified in Section 39.24 of the Village’s Code; and

WHEREAS, the Village Board finds it is appropriate and in the best interest of the Village and its residents to comply with all applicable state and federal laws governing the regulation of Small Wireless Facilities in the Village.

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 39.24, Small Wireless Facilities, of the Algonquin Village Code is hereby amended by adding the underlined provisions and deleting the provisions noted with a strikethrough as follows:

39.24 SMALL WIRELESS FACILITIES

A. Purpose and Scope.

1. The purpose of this Ordinance is to establish regulations, standards and procedures for the siting and collocation of small wireless

facilities on rights-of-way within the Village's jurisdiction, or outside the rights-of-way on property zoned by the Village exclusively for commercial or industrial use, in a manner that is consistent with the ~~Illinois Small Wireless Facilities Deployment Act (P.A. 100-0585)~~.

2. Conflicts with Other Ordinances. This Ordinance supersedes all Ordinances or parts of Ordinances adopted prior hereto that are in conflict herewith, to the extent of such conflict.
3. Conflicts with State and Federal Laws. In the event that applicable federal or State laws or regulations conflict with the requirements of this Ordinance, the wireless provider shall comply with the requirements of this Ordinance to the maximum extent possible without violating federal or State laws or regulations.

B. Definitions. For the purposes of this Ordinance, the following terms shall have the following meanings:

Act – the Illinois Small Wireless Facilities Deployment Act, 50 ILCS 840/1 et seq., (P.A. 100-0585), as may be subsequently amended.

Antenna – communications equipment that transmits or receives electromagnetic radio frequency (RF) radiation, to be operated or operating from a fixed location pursuant to Federal Communications Commission (FCC) authorization, for the provision of personal wireless service and any commingled information services. The antenna does not include an unintentional radiator, mobile station or device, signals used in the provision of wireless services.

Applicable codes – uniform building, fire, electrical, plumbing, or mechanical codes adopted by a recognized national code organization or local amendments to those codes, including the National Electric Safety Code.

Applicant – any person ~~who or entity that~~ submits an application and ~~is a wireless provider, the agents, employees and contractors of such person or entity.~~

Application – a request submitted by an applicant to the Village for a permit to collocate small wireless facilities at a specified location, and a request that includes the installation of a new utility pole for such collocation, as well as any applicable fee for the review of such application.

Collocate or collocation – to install, mount, maintain, modify, operate, or replace wireless facilities on or adjacent to a wireless support structure or utility pole.

Communications service – cable service, as defined in 47 U.S.C. 522(6), as amended; information service, as defined in 47 U.S.C. 153(24), as amended; telecommunications service, as defined in 47 U.S.C. 153(53), as amended; mobile

service, as defined in 47 U.S.C. 153(53), as amended; or wireless service other than mobile service.

Communications service provider – a cable operator, as defined in 47 U.S.C. 522(5), as amended; a provider of information service, as defined in 47 U.S.C. 153(24), as amended; a telecommunications carrier, as defined in 47 U.S.C. 153(51), as amended; or a wireless provider.

FCC – the Federal Communications Commission of the United States.

Fee – a one-time charge.

Historic district or historic landmark – a building, property, or site, or group of buildings, properties, or sites that are either (i) listed in the National Register of Historic Places or formally determined eligible for listing by the Keeper of the National Register, the individual who has been delegated the authority by the federal agency to list properties and determine their eligibility for the National Register, in accordance with Section VI.D.1.a.i through Section VI.D.1.a.v of the Nationwide Programmatic Agreement codified at 47 CFR Part 1, Appendix C; or (ii) designated as a locally landmarked building, property, site, or historic district by an ordinance adopted by the Village pursuant to a preservation program that meets the requirements of the Certified Local Government Program of the Illinois State Historic Preservation Office or where such certification of the preservation program by the Illinois State Historic Preservation Office is pending.

Law – a federal or State statute, common law, code, rule, regulation, order, or local ordinance or resolution.

Micro wireless facility – a small wireless facility that is not larger in dimension than 24 inches in length, 15 inches in width, and 12 inches in height and that has an exterior antenna, if any, no longer than 11 inches.

Municipal utility pole – a utility pole owned or operated by the Village in public rights-of-way.

Permit – a written authorization required by the Village to perform an action or initiate, continue, or complete a project.

Person – an individual, corporation, limited liability company, partnership, association, trust, or other entity or organization.

Public safety agency – the functional division of the federal government, the State, a unit of local government, or a special purpose district located in whole or in part within this State, that provides or has authority to provide firefighting, police, ambulance, medical, or other emergency services to respond to and manage emergency incidents.

Rate – a recurring charge.

Right-of-way – the area on, below, or above a public roadway, highway, street, public sidewalk, alley, or utility easement dedicated for compatible use. Right-of-way does not include Village-owned aerial lines.

Small wireless facility – a wireless facility that meets both of the following qualifications: (i) each antenna is located inside an enclosure of no more than 6 cubic feet in volume or, in the case of an antenna that has exposed elements, the antenna and all of its exposed elements could fit within an imaginary enclosure of no more than 6 cubic feet; and (ii) all other wireless equipment attached directly to a utility pole associated with the facility is cumulatively no more than 25 cubic feet in volume. The following types of associated ancillary equipment are not included in the calculation of equipment volume: electric meter, concealment elements, telecommunications demarcation box, ground-based enclosures, grounding equipment, power transfer switch, cut-off switch, and vertical cable runs for the connection of power and other services.

Utility pole – a pole or similar structure that is used in whole or in part by a communications service provider or for electric distribution, lighting, traffic control, or a similar function.

Wireless facility – equipment at a fixed location that enables wireless communications between user equipment and a communications network, including: (i) equipment associated with wireless communications; and (ii) radio transceivers, antennas, coaxial or fiber-optic cable, regular and backup power supplies, and comparable equipment, regardless of technological configuration. Wireless facility includes small wireless facilities. Wireless facility does not include: (i) the structure or improvements on, under, or within which the equipment is collocated; or (ii) wireline backhaul facilities, coaxial or fiber optic cable that is between wireless support structures or utility poles or coaxial, or fiber optic cable that is otherwise not immediately adjacent to or directly associated with an antenna.

Wireless infrastructure provider – any person authorized to provide telecommunications service in the State that builds or installs wireless communication transmission equipment, wireless facilities, wireless support structures, or utility poles and that is not a wireless services provider but is acting as an agent or a contractor for a wireless services provider for the application submitted to the Village.

Wireless provider – a wireless infrastructure provider or a wireless services provider.

Wireless services – any services provided to the general public, including a particular class of customers, and made available on a nondiscriminatory basis using

licensed or unlicensed spectrum, whether at a fixed location or mobile, provided using wireless facilities.

Wireless services provider – a person who provides wireless services.

Wireless support structure – a freestanding structure, such as a monopole; tower, either guyed or self-supporting; billboard; or other existing or proposed structure designed to support or capable of supporting wireless facilities. Wireless support structure does not include a utility pole.

C. Regulation of Small Wireless Facilities.

1. Permitted Use. Small wireless facilities shall be classified as permitted uses and subject to administrative review, except as provided in paragraph i regarding Height Exceptions or Variances, but not subject to zoning review or approval if they are collocated (i) in rights-of-way in any zoning district, or (ii) outside rights-of-way in property zoned exclusively for commercial or industrial use.
2. Permit Required. An applicant shall obtain one or more permits from the Village to collocate a small wireless facility. An application shall be received and processed, and permits issued shall be subject to the following conditions and requirements:
 - a. Application Requirements. A wireless provider shall provide the following information to the Village, together with the Village’s Small Cell Facilities Permit Application, as a condition of any permit application to collocate small wireless facilities on a utility pole or wireless support structure:
 - (i) Site specific structural integrity and, for a municipal utility pole, make-ready analysis prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989;
 - (ii) The location where each proposed small wireless facility or utility pole would be installed and photographs of the location and its immediate surroundings depicting the utility poles or structures on which each proposed small wireless facility would be mounted or location where utility poles or structures would be installed. This should include a depiction of the completed facility;

- (iii) Specifications and drawings prepared by a structural engineer, as that term is defined in Section 4 of the Structural Engineering Practice Act of 1989, for each proposed small wireless facility covered by the application as it is proposed to be installed;
- (iv) The equipment type and model numbers for the antennas and all other wireless equipment associated with the small wireless facility;
- (v) A proposed schedule for the installation and completion of each small wireless facility covered by the application, if approved; and
- (vi) Certification that the collocation complies with the Collocation Requirements and Conditions contained herein, to the best of the applicant's knowledge.
- (vii) In the event that the proposed small wireless facility is to be attached to an existing pole owned by an entity other than the Village, the wireless provider shall provide legally competent evidence of the consent of the owner of such pole to the proposed collocation.

~~(vii)~~(viii) Certification by a radio engineer that a new, replacement or modified small wireless facility operates within all applicable FCC standards.

b. Application Process. The Village shall process applications as follows:

- (i) The first completed application shall have priority over applications received by different applicants for collocation on the same utility pole or wireless support structure.
- (ii) An application to collocate a small wireless facility on an existing utility pole or wireless support structure, or replacement of an existing utility pole or wireless support structure shall be processed on a nondiscriminatory basis ~~and shall be deemed approved if the Village fails to approve or deny the application within 90 days~~ after the submission of a completed application.

~~However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 75 days after the submission of a completed application.~~

~~The permit shall be deemed approved on the latter of the 90th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.~~

FCC regulation provides that an application to collocate a small wireless facility using an existing structure shall be granted or denied within 60 days of submission of a completed application. Delays beyond that time limit are available only in exceptional circumstances or with the consent of the applicant.

- (iii) An application to collocate a small wireless facility that includes the installation of a new utility pole shall be processed on a nondiscriminatory basis ~~and deemed approved if the Village fails to approve or deny the application within 120 days~~ after the submission of a completed application.

~~However, if an applicant intends to proceed with the permitted activity on a deemed approved basis, the applicant shall notify the Village in writing of its intention to invoke the deemed approved remedy no sooner than 105 days after the submission of a completed application.~~

~~The permit shall be deemed approved on the latter of the 120th day after submission of the complete application or the 10th day after the receipt of the deemed approved notice by the Village. The receipt of the deemed approved notice shall not preclude the Village's denial of the permit request within the time limits as provided under this Ordinance.~~

FCC regulation provides that an application to collocate a small wireless facility using a new structure shall be granted or denied within 90 days of submission of a

completed application. Delays beyond that time limit are available only in exceptional circumstances or with the consent of the applicant.

- (iv) The Village shall deny an application which does not meet the requirements of this Ordinance.

If the Village determines that applicable codes, ordinances or regulations that concern public safety, or the Collocation Requirements and Conditions contained herein require that the utility pole or wireless support structure be replaced before the requested collocation, approval shall be conditioned on the replacement of the utility pole or wireless support structure at the cost of the provider.

The Village shall document the basis for a denial, including the specific code provisions or application conditions on which the denial is based, and send the documentation to the applicant on or before the day the Village denies an application.

The applicant may cure the deficiencies identified by the Village and resubmit the revised application once within 30 days after notice of denial is sent to the applicant without paying an additional application fee. The Village shall approve or deny the revised application within 30 days after the applicant resubmits the application or it is deemed approved. Failure to resubmit the revised application within 30 days of denial shall require the applicant to submit a new application with applicable fees, and recommencement of the Village's review period.

The applicant must notify the Village in writing of its intention to proceed with the permitted activity on a deemed approved basis, which may be submitted with the revised application.

Any review of a revised application shall be limited to the deficiencies cited in the denial. However, this revised application does not apply if the cure requires the review of a new location, new or different structure to be collocated upon, new antennas, or other wireless equipment associated with the small wireless facility.

(v) Pole Attachment Agreement. Within 30 days after an approved permit to collocate a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a Master Pole Attachment Agreement, provided by the Village for the initial collocation on a municipal utility pole by the application. For subsequent approved permits to collocate on a small wireless facility on a municipal utility pole, the Village and the applicant shall enter into a License Supplement of the Master Pole Attachment Agreement. The Village Manager, or his or her designee, is authorized to execute the Pole Attachment Agreement on behalf of the Village following review and approval by the Village Attorney of any revisions.

c. Completeness of Application. Within ~~30~~10 days after receiving an application, the Village shall determine whether the application is complete and notify the applicant. If an application is incomplete, the Village must specifically identify the missing information. An application shall be deemed complete if the Village fails to provide notification to the applicant within ~~30~~10 days after all documents, information and fees specifically enumerated in the Village's permit application form are submitted by the applicant to the Village. FCC regulation allows 10 days for determination of completion, and that 10-day time frame replaces the 30-day period provided in the state Act.

Processing deadlines are tolled from the time the Village sends the notice of incompleteness to the time the applicant provides the missing information.

d. Tolling. The time period for applications may be further tolled by:

(i) An express written agreement by both the applicant and the Village; or

(ii) A local, State or federal disaster declaration or similar emergency that causes the delay.

e. Consolidated Applications. An applicant seeking to collocate small wireless facilities within the jurisdiction of the Village shall be allowed, at the applicant's discretion, to file a consolidated application and receive a single permit for the collocation of up to 25 small wireless facilities if the

collocations each involve substantially the same type of small wireless facility and substantially the same type of structure.

If an application includes multiple small wireless facilities, the Village may remove small wireless facility collocations from the application and treat separately small wireless facility collocations for which incomplete information has been provided or that do not qualify for consolidated treatment or that are denied. The Village may issue separate permits for each collocation that is approved in a consolidated application.

- f. Duration of Permits. The duration of a permit shall be for a period of not less than 5 years, and the permit shall be renewed for equivalent durations unless the Village makes a finding that the small wireless facilities or the new or modified utility pole do not comply with the applicable Village codes or any provision, condition or requirement contained in this Ordinance.

If the Act is repealed as provided in Section 90 therein, renewals of permits shall be subject to the applicable Village code provisions or regulations in effect at the time of renewal.

- g. Means of Submitting Applications. Applicants shall submit applications, supporting information and notices to the Village by personal delivery at the Village's designated place of business, by regular mail postmarked on the date due or by any other commonly used means, including electronic mail.

3. Collocation Requirements and Conditions.

- a. Public Safety Space Reservation. The Village may reserve space on municipal utility poles for future public safety uses, for the Village's electric utility uses, or both, but a reservation of space may not preclude the collocation of a small wireless facility unless the Village reasonably determines that the municipal utility pole cannot accommodate both uses.
- b. Installation and Maintenance. The wireless provider shall install, maintain, repair and modify its small wireless facilities in safe condition and good repair and in compliance with the requirements and conditions of this Ordinance. The wireless provider shall ensure that its employees, agents or contractors that perform work in connection with its small wireless facilities are adequately trained and skilled in

accordance with all applicable industry and governmental standards and regulations.

- c. No interference with public safety communication frequencies. The wireless provider's operation of the small wireless facilities shall not interfere with the frequencies used by a public safety agency for public safety communications.

A wireless provider shall install small wireless facilities of the type and frequency that will not cause unacceptable interference with a public safety agency's communications equipment.

Unacceptable interference will be determined by and measured in accordance with industry standards and the FCC's regulations addressing unacceptable interference to public safety spectrum or any other spectrum licensed by a public safety agency.

If a small wireless facility causes such interference, and the wireless provider has been given written notice of the interference by the public safety agency, the wireless provider, at its own expense, shall remedy the interference in a manner consistent with the abatement and resolution procedures for interference with public safety spectrum established by the FCC including 47 CFR 22.970 through 47 CFR 22.973 and 47 CFR 90.672 through 47 CFR 90.675.

The Village may terminate a permit for a small wireless facility based on such interference if the wireless provider is not in compliance with the Code of Federal Regulations cited in the previous paragraph. Failure to remedy the interference as required herein shall constitute a public nuisance.

- d. The wireless provider shall not collocate small wireless facilities on Village utility poles that are part of an electric distribution or transmission system within the communication worker safety zone of the pole or the electric supply zone of the pole.

However, the antenna and support equipment of the small wireless facility may be located in the communications space on the Village utility pole and on the top of the pole, if not otherwise unavailable, if the wireless provider complies with applicable codes for work involving the top of the pole.

For purposes of this subparagraph, the terms “communications space”, “communication worker safety zone”, and “electric supply zone” have the meanings given to those terms in the National Electric Safety Code as published by the Institute of Electrical and Electronics Engineers.

- e. The wireless provider shall comply with all applicable codes, including acoustic regulations, and local code provisions or regulations that concern public safety.
- f. The wireless provider shall comply with the following design standards and any variations from these design standards may only be granted pursuant to the variance provisions of this Chapter (Section 39.21):
 - (i) Screening. Whenever any equipment or appurtenances are to be installed at grade, screening must be installed to minimize the visibility of the facility and shall not be permitted to obstruct sight lines or to create other traffic or safety problems.
 - (ii) Color and Stealth. All wireless facilities subject to this section, including all related equipment and appurtenances, must be a color that blends with the surroundings of the pole, structure tower or infrastructure on which it is mounted. The color must be comprised of nonreflective materials which blend with the materials and colors of the surrounding area and structures. The Applicant shall use good faith efforts to employ reasonable stealth techniques to conceal the appearance of the wireless facilities. Any pole extensions shall not be metallic or wood and shall blend with the color of the pole upon which they are mounted.
 - (iii) Wiring and Cabling. Wires and cables connecting the antenna to the remainder of the facility must be installed in accordance with the national electrical code and national electrical safety code adopted by the Village and in force at the time of the installation of the facility. Any wiring must be covered with an appropriate cover. No wiring and cabling serving the facility will be allowed to interfere with any existing uses.
- g. Alternate Placements. Except as provided in this Collocation Requirements and Conditions Section, a wireless provider shall not be required to collocate ~~on~~ small wireless facilities

on any specific utility pole, or category of utility poles, or be required to collocate multiple antenna systems on a single utility pole. However, with respect to an application for the collocation of a small wireless facility associated with a new utility pole, the Village may propose that the small wireless facility be collocated on an existing utility pole or existing wireless support structure within ~~100-200~~ feet of the proposed collocation, which the applicant shall accept if it has the right to use the alternate structure on reasonable terms and conditions, and the alternate location and structure does not impose technical limits or additional material costs as determined by the applicant.

If the applicant refuses a collocation proposed by the Village, the applicant shall provide written certification describing the property rights, technical limits or material cost reasons the alternate location does not satisfy the criteria in this paragraph.

- h. Height Limitations. The maximum height of a small wireless facility shall be no more than 10 feet above the utility pole or wireless support structure on which the small wireless facility is collocated.

New or replacement utility poles or wireless support structures on which small wireless facilities are collocated may not exceed the higher of:

- (i) 10 feet in height above the tallest existing utility pole, other than a utility pole supporting only wireless facilities, that is in place on the date the application is submitted to the Village, that is located within 300 feet of the new or replacement utility pole or wireless support structure and that is in the same right-of-way within the jurisdictional boundary of the Village, provided the Village may designate which intersecting right-of-way within 300 feet of the proposed utility pole or wireless support structures shall control the height limitation for such facility; or
- (ii) ~~45-50~~ feet above ground level. The 50-foot limit provided by FCC regulation replaces the limit of 45 feet under the Act.

- i. Height Exceptions or Variances. If an applicant proposes a height for a new or replacement pole in excess of the above

height limitations on which the small wireless facility is proposed for collocation, the applicant shall apply for a variance in the manner provided in this Chapter (Section 39.21).

- j. Contractual Design Requirements. The wireless provider shall comply with requirements that are imposed by a contract between the Village and a private property owner that concern design or construction standards applicable to utility poles and ground-mounted equipment located in the right-of-way.
- k. Ground-mounted Equipment Spacing. Subject to the variance provisions of this chapter (Section 39.21) and state law, the wireless provider shall comply with applicable spacing requirements of this chapter concerning the location of ground-mounted equipment located in the right-of-way.
- l. Undergrounding Regulations. Subject to the variance provisions of this chapter (Section 39.21) and state law, the wireless provider shall comply with the provisions of this chapter concerning undergrounding requirements that prohibit the installation of new or the modification of existing utility poles in a right-of-way without prior approval.
- m. Collocation Completion Deadline. Collocation for which a permit is granted shall be completed within 180 days after issuance of the permit, unless the Village and the wireless provider agree to extend this period or a delay is caused by make-ready work for a municipal utility pole or by the lack of commercial power or backhaul availability at the site, provided the wireless provider has made a timely request within 60 days after the issuance of the permit for commercial power or backhaul services, and the additional time to complete installation does not exceed 360 days after issuance of the permit. Otherwise, the permit shall be void unless the Village grants an extension in writing to the applicant.

4. Application Fees. Application fees are imposed as follows:

- a. Applicant shall pay an application fee of \$650 for an application to collocate a single small wireless facility on an existing utility pole or wireless support structure, and \$350 for each small wireless facility addressed in a consolidated application to collocate more than one small wireless facility on existing utility poles or wireless support structures. The

fees established by this Ordinance are equal to the limit imposed by the Act and represent a reasonable approximation of the Village's objectively reasonable costs. The Village shall regularly review the fees imposed and may adjust the fees by further amendment to this ordinance.

- b. Applicant shall pay an application fee of \$1,000 for each small wireless facility addressed in an application that includes the installation of a new utility pole for such collocation.
- c. Notwithstanding any contrary provision of State law or local ordinance, applications pursuant to this Section shall be accompanied by the required application fee. Application fees shall be non-refundable.
- d. The Village shall not require an application, approval or permit, or require any fees or other charges, from a communications service provider authorized to occupy the rights-of-way, for:
 - (i) routine maintenance;
 - (ii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment type and model numbers specifications and certifications consistent with the Section titled Application Requirements~~for any of the replacement equipment~~; or
 - ~~(iii) the replacement of wireless facilities with wireless facilities that are substantially similar, the same size, or smaller if the wireless provider notifies the Village at least 10 days prior to the planned replacement and includes equipment specifications for the replacement of equipment consistent with subsection d. under the Section titled Application Requirements;~~ or
 - ~~(iv)~~(iii) the installation, placement, maintenance, operation or replacement of micro wireless facilities suspended on cables that are strung between existing utility poles in compliance with applicable safety codes.
- e. Wireless providers shall secure a permit from the Village to work within rights-of-way for activities that affect traffic patterns or require lane closures.

5. Exceptions to Applicability. Nothing in this Ordinance authorizes a person to collocate small wireless facilities on:

- a. property owned by a private party or property owned or controlled by the Village or another unit of local government that is not located within rights-of-way, or a privately owned utility pole or wireless support structure without the consent of the property owner;
- b. property owned, leased, or controlled by a park district, forest preserve district, or conservation district for public park, recreation or conservation purposes without the consent of the affected district, excluding the placement of facilities on rights-of-way located in an affected district that are under the jurisdiction and control of a different unit of local government as provided by the Illinois Highway Code; or
- c. property owned by a rail carrier registered under Section 18c-7201 of the Illinois Vehicle Code, Metra Commuter Rail or any other public commuter rail service, or an electric utility as defined in Section 16-102 of the Illinois Public Utilities Act, without the consent of the rail carrier, public commuter rail service, or electric utility. The provisions of this Ordinance do not apply to an electric or gas public utility or such utility's wireless facilities if the facilities are being used, developed and maintained consistent with the provisions of subsection (i) of Section 16-108.5 of the Illinois Public Utilities Act.

For the purposes of this subsection, “public utility” has the meaning given to that term in Section 3-105 of the Illinois Public Utilities Act. Nothing in this Ordinance shall be construed to relieve any person from any requirement (a) to obtain a franchise or a State-issued authorization to offer cable service or video service or (b) to obtain any required permission to install, place, maintain, or operate communications facilities, other than small wireless facilities subject to this Ordinance.

6. Pre-Existing Agreements. Existing agreements between the Village and wireless providers that relate to the collocation of small wireless facilities in the right-of-way, including the collocation of small wireless facilities on Village utility poles, that are in effect on June 1, 2018, remain in effect for all small wireless facilities collocated on the Village’s utility poles pursuant to applications submitted to the Village before June 1, 2018, subject to applicable termination

provisions contained therein. Agreements entered into after June 1, 2018, shall comply with this Ordinance.

A wireless provider that has an existing agreement with the Village on the effective date of the Act may accept the rates, fees and terms that the Village makes available under this Ordinance for the collocation of small wireless facilities or the installation of new utility poles for the collocation of small wireless facilities that are the subject of an application submitted two or more years after the effective date of the Act by notifying the Village that it opts to accept such rates, fees and terms. The existing agreement remains in effect, subject to applicable termination provisions, for the small wireless facilities the wireless provider has collocated on the Village's utility poles pursuant to applications submitted to the Village before the wireless provider provides such notice and exercises its option under this paragraph.

7. Annual Recurring Rate. A wireless provider shall pay to the Village an annual recurring rate to collocate a small wireless facility on a Village utility pole located in a right-of-way that equals (i) \$200 per year or (ii) the actual, direct and reasonable costs related to the wireless provider's use of space on the Village utility pole.

If the Village has not billed the wireless provider actual and direct costs, the fee shall be \$200 payable on the first day after the first annual anniversary of the issuance of the permit or notice of intent to collocate, and on each annual anniversary date thereafter.

8. Abandonment. A small wireless facility that is not operated for a continuous period of 12 months shall be considered abandoned. The owner of the facility shall remove the small wireless facility within 90 days after receipt of written notice from the Village notifying the wireless provider of the abandonment.

The notice shall be sent by certified or registered mail, return receipt requested, by the Village to the owner at the last known address of the wireless provider. If the small wireless facility is not removed within 90 days of such notice, the Village may remove or cause the removal of such facility pursuant to the terms of its pole attachment agreement for municipal utility poles or through whatever actions are provided for abatement of nuisances or by other law for removal and cost recovery.

A wireless provider shall provide written notice to the Village if it sells or transfers small wireless facilities within the jurisdiction of the Village. Such notice shall include the name and contact information of the new wireless provider.

- D. Dispute Resolution. The Circuit Court of McHenry County shall have exclusive jurisdiction to resolve all disputes arising under the Small Wireless Facilities Deployment Act. Pending resolution of a dispute concerning rates for collocation of small wireless facilities on municipal utility poles within the right-of-way, the Village shall allow the collocating person to collocate on its poles at annual rates of no more than \$200 per year per municipal utility pole, with rates to be determined upon final resolution of the dispute.
- E. Indemnification. A wireless provider shall indemnify and hold the Village harmless against any and all liability or loss from personal injury or property damage resulting from or arising out of, in whole or in part, the use or occupancy of the Village improvements or right-of-way associated with such improvements by the wireless provider or its employees, agents, or contractors arising out of the rights and privileges granted under this Ordinance and the Act. A wireless provider has no obligation to indemnify or hold harmless against any liabilities and losses as may be due to or caused by the sole negligence of the Village or its employees or agents. A wireless provider shall further waive any claims that they may have against the Village with respect to consequential, incidental, or special damages, however caused, based on the theory of liability.
- F. Insurance. The wireless provider shall carry, at the wireless provider's own cost and expense such insurance as is required by this Chapter 39 (Section 39.08).

The wireless provider shall include the Village as an additional insured on the commercial general liability policy and provide certification and documentation of inclusion of the Village in a commercial general liability policy prior to the collocation of any wireless facility.

A wireless provider may self-insure all or a portion of the insurance coverage and limit requirement required by the Village. A wireless provider that self-insures is not required, to the extent of the self-insurance, to comply with the requirement for the name of additional insureds under this Section. A wireless provider that elects to self-insure shall provide to the Village evidence sufficient to demonstrate its financial ability to self-insure the insurance coverage limits required by the Village.

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.

Voting Aye:

Voting Nay:

Abstain:

Absent:

APPROVED:

Village President Debby Sosine

ATTEST: _____
Village Clerk Margaret Auger

Passed: _____

Approved: _____

Published: _____

Prepared:

Kelly A. Cahill

Zukowski, Rogers, Flood & McArdle

50 Virginia Street

Crystal Lake, IL 60014

U:\rschlossberg\2021 Small Cell Ord Update\SmallCellUpdate.algonquin.docx



VILLAGE OF ALGONQUIN
GENERAL SERVICES ADMINISTRATION

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

DATE: August 10, 2021
 TO: Tim Schloneger
 FROM: Michelle Weber
 SUBJECT: Cemetery – Grave Opening Fees & Code Changes

Tim,

In 2017 the Village passed a Resolution for an agreement with Professional Cemetery Services for grave opening and cemetery maintenance services. We are now at the part of the fee schedule within the agreement where the contractual fees and staff time for interment and disinterment exceeds the amount we are able to collect/charge for services per Municipal Code for each burial.

The fee schedule proposed, in addition to the 2020/2022 contractual burial fee a \$150.00 administrative fee would also be imposed per burial. In instances where a public works employee is called in after 3:00 p.m. or on a Saturday, Sunday, or Holiday to mark/locate a grave, it is suggested, an additional fee of \$200.00 be imposed.

Current Fees and Recommendations are as follows:

	Municipal Code			Contractual Fee Schedule					
	Current Fees	Recommended	% Change	2017/2018	2018/2019	2019/2020	% Loss Gain	2020/2022	% Loss Gain
Internment (Full Burial)									
Monday-Friday	\$ 850.00	\$ 1,000.00	15%	\$ 700.00	\$ 750.00	\$ 800.00	6%	\$ 850.00	0%
Saturday	\$ 1,000.00	\$ 1,000.00	0%	\$ 700.00	\$ 750.00	\$ 800.00	20%	\$ 850.00	15%
Sunday/Holidays	\$ 1,000.00	\$ 1,850.00	46%	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	-60%	\$ 1,700.00	-70%
Internment (Infant Burial)									
Monday-Friday	\$ 300.00	\$ 300.00	0%	\$ 150.00	\$ 150.00	\$ 150.00	50%	\$ 150.00	50%
Saturday	\$ 375.00	\$ 300.00	25%	\$ 150.00	\$ 150.00	\$ 150.00	60%	\$ 150.00	60%
Sunday/Holidays	\$ 375.00	\$ 450.00	17%	\$ 300.00	\$ 300.00	\$ 300.00	20%	\$ 300.00	20%
Internment (Cremains)									
Monday-Friday	\$ 350.00	\$ 450.00	22%	\$ 300.00	\$ 300.00	\$ 300.00	14%	\$ 300.00	14%
Saturday	\$ 425.00	\$ 450.00	6%	\$ 300.00	\$ 300.00	\$ 300.00	29%	\$ 300.00	29%
Sunday/Holidays	\$ 425.00	\$ 750.00	43%	\$ 600.00	\$ 600.00	\$ 600.00	-41%	\$ 600.00	-41%
Disinterment Adult									
Monday-Friday	\$ 1,100.00	\$ 1,000.00	-10%	\$ 700.00	\$ 750.00	\$ 800.00	27%	\$ 850.00	23%
Saturday	\$ 1,250.00	\$ 1,000.00	-25%	\$ 700.00	\$ 750.00	\$ 800.00	36%	\$ 850.00	32%
Sunday/Holidays	\$ 1,250.00	\$ 1,850.00	32%	\$ 1,400.00	\$ 1,500.00	\$ 1,600.00	-28%	\$ 1,700.00	-36%
Disinterment Infant									
Monday-Friday	\$ 1,100.00	\$ 300.00	-267%	\$ 150.00	\$ 150.00	\$ 150.00	86%	\$ 150.00	86%
Saturday	\$ 1,250.00	\$ 300.00	-317%	\$ 150.00	\$ 150.00	\$ 150.00	88%	\$ 150.00	88%
Sunday/Holidays	\$ 1,250.00	\$ 450.00	-178%	\$ 300.00	\$ 300.00	\$ 300.00	76%	\$ 300.00	76%

To ensure the costs of daily maintenance and upkeep to the cemetery grounds is not burdensome to the general fund, the following is recommended:

- Perpetual fund fees increase to \$300.00 (an increase of \$50). This additional amount is to cover the 9.5% increase (3.5% annual increase for fiscal years ending 2018-2022) in the contracted amount for monthly grounds keeping.
- Increase of \$50 and \$100 for non-resident (\$800 and \$1,200) to the price full burial lots/graves currently prices are \$750 for residents and \$1,100 for non-residents.
- Decrease the price of a ½ grave, from \$750 and \$1,100 to \$500 for both resident and non-resident.

Per the survey recently completed by staff, the grave price adjustment would keep us competitive with other nearby cemeteries and keep us in the median range for Municipal owned cemeteries and well below the market price of privately-owned cemeteries in the area.

In addition to the proposed fee schedule changes, for our operations to be consistent with the Municipal Code, the following changes to Chapter 16 are recommended (▶ indicates new paragraph/bullet)

16.06 CEMETERY RECORDS

- ▶ Any transfer of Deed shall require a written document signed by the owner or descendent in accordance with (765 ILCS 835/16)
- ▶ All internment records must include a “Permit for Disposition of dean Human Body”
- ▶ Prior to internment, an “Internment Authorization Form” is required.

16.09 CEMETERY RULES AND REGULATIONS Amended, 13-O-49, 12-O-43

3. Blocks ~~8~~ and 9 shall have flat headstones only.

- ▶ Block 8 shall allow one raised headstone and one flat marker only.

▶ All monument and marker foundations must be installed by the Village or their designee.

9. All decorations shall be placed on or in line with headstones. Winter decorations shall be allowed from the Saturday before Thanksgiving each year and must be removed by the first Monday of April of the following year. Spring/Summer decorations may be placed beginning the last Saturday in April of each year. Any decorations and/or holders remaining during the cemetery clean up periods (the first Monday in April through the last Friday in April as well as the last Monday in October through the Friday before Thanksgiving of each year) shall be disposed of at the direction of the Public Works Director or designee.

- ▶ Remains must be interred in a “permanent” type vault, and placed in the ground in a marked grave site. The vault must be made of a non-biodegradable type material.

Chapter 16
CEMETERIES

- 16.01 Algonquin Cemetery
- 16.02 Expansion and Maintenance
- 16.03 Management
- 16.04 Perpetual Care Fund
- 16.05 Treasurer
- 16.06 Cemetery Records
- 16.07 Disposition of Funds
- 16.08 Fees
- 16.09 Cemetery Rules and Regulations

16.01 ALGONQUIN CEMETERY

The cemetery situated partly within the corporate limits of the Village and known as Algonquin Cemetery (“cemetery”) is hereby continued and referred to by that name, and the Village Board shall have full charge, jurisdiction, and control over same under and by virtue of the provisions of this Chapter and the Cemetery Oversight Act, 225 ILCS 411/5-1 *et seq.* Interment outside the cemetery is prohibited.

16.02 EXPANSION AND MAINTENANCE

The Village Board is given full power to enlarge the cemetery and to acquire by purchase, devise, condemnation, or otherwise, land or lands for cemetery purposes and all plats and surveys of the cemetery heretofore made are hereby continued and approved. The Village Board shall, from time to time, take all steps and adopt any and all measures necessary in maintaining a cemetery or cemeteries for the Village.

16.03 MANAGEMENT

It shall be the duty of the Public Works Director to have charge and control and to look after all cemeteries owned by or under the control and jurisdiction of the Village; to see that such cemetery or cemeteries are kept and maintained in a neat and respectable condition; to recommend to the Village Board all necessary platting and surveys, and cause the same to be done when so ordered by the Village Board. The Public Works Director shall have full power and authority to make such rules and regulations regarding the cemetery as it may deem necessary for the management of such cemetery subject to the approval of the Village Board.

16.04 PERPETUAL CARE FUND

The Treasurer shall have power and authority to receive in trust from the owner of any lot, plot, or grave, or any person interested in the maintenance of the same, any sum of money to be not less the sum found in Appendix B of this Code and to invest the sum at a reasonable rate of interest upon good security approved by a majority of the Village Board. Such sum shall be held in trust and income therefrom used for the perpetual care and maintenance of the lot, plot, or grave owned by the person paying the sum. The Treasurer is authorized to give any person paying such sum or sums a receipt for same. The receipt shall designate the number or numbers of the lot, plot, or graves to be cared for. This Section shall apply to and cover all moneys received for the benefit of

any lot, plot, or grave in the cemetery, and any such sums so received shall be used only for the purpose for which they were or are given.

16.05 **TREASURER**

The Treasurer shall be the treasurer of all funds pertaining or belonging to all cemeteries over which the Village has control and management. The Treasurer shall keep an accurate and separate account of cemetery funds that may come into the hands of the Treasurer, the amounts received and from what source, the sums paid out by the Treasurer, to whom paid and for what purpose, and shall annually make a detailed report of same to the Village Board.

16.06 **CEMETERY RECORDS**

A. All maps, plats, and papers belonging to all cemeteries under the jurisdiction and control of the Village shall be kept in the general administrative offices of the Village and under the control of the Manager. The Village shall keep an accurate record of all lots sold and to whom deeds for same are issued.

B. Any securities, such as checks and drafts, given for cemetery funds invested shall be made payable to the Village and in behalf of the Village.

C. Any deeds for cemetery lots shall be prepared by the Village, signed by the President and attested to by the Clerk and have the corporate seal affixed thereto.

D. Any lots purchased in any cemetery under the control and management of the Village shall not be assigned, sold, or alienated unless the proposed assignment is first submitted to the Manager for approval.

E. Any transfer of Deed shall require a written document signed by the owner or descendent in accordance with (765 ILCS 835/16)

F. All internment records must include a "Permit for Disposition of dean Human Body"

D.G. Prior to internment, an "Internment Authorization Form" is required.

16.07 **DISPOSITION OF FUNDS**

All money or funds in any manner derived from cemeteries under the control and management of the Village shall be used for cemetery purposes only, and no other purposes.

16.08 **FEES**

Resident and non-resident fees and the costs to transfer a deed can be found in Appendix B of this Code.

16.09 **CEMETERY RULES AND REGULATIONS** *Amended, 13-O-49, 12-O-43*

In addition to the Cemetery Oversight Act, the following rules and regulations shall be observed:

1. The hours shall be from 6 a.m. to dusk.
2. No grave site shall have more than two headstones and the second headstone must be flat.
3. ~~Blocks 8 and~~ 9 shall have flat headstones only.
- ~~3.4.~~ Block 8 shall allow one raised headstone and one flat marker only.
- ~~4.5.~~ Headstones shall be restricted by gravesites owned.
- ~~6.~~ All headstone and monument placement shall be approved by the Public Works director or designee.
- ~~5.7.~~ All monument and marker foundations must be installed by the Village or their designee.
- ~~6.8.~~ The planting of trees, shrubs, and evergreens shall be carried out by Village personnel to insure that proper placement and trimming will be under the control of the Village and the Public Works Director or designee.
- ~~7.9.~~ Existing trees, shrubs, and bushes shall be removed at the discretion of the Public Works Director or designee and no person shall remove or replace existing plantings without Village approval. Maintenance of the approved shrubs and bushes shall be the responsibility of the owner; however, they may be trimmed or removed at the discretion of the Public Works Director or designee.
- ~~8.10.~~ No planting of trees, shrubs, or trees shall be allowed in Blocks 8 or 9.
- ~~9.~~ All decorations shall be placed on or in line with headstones. Winter decorations shall be allowed ~~from November 15th~~ the from the Saturday before Thanksgiving each year and must be removed by ~~April 1st~~ the first Monday of April of the following year. Spring/Summer decorations may be placed beginning the last Saturday in April of each year. Any decorations and/or holders remaining after April 1st during the cemetery clean up periods (the first Monday in April through the last Friday in April as well as the last Monday in October through the Friday before Thanksgiving of each year) shall be disposed of at the direction of the Public Works Director or designee.
- ~~10.11.~~ All vehicles shall be parked on the road. No vehicles shall be parked on the grass.
- ~~11.12.~~ All rubbish must be placed in the proper containers provided for that purpose.
- ~~12.13.~~ All interments must be approved by the Manager and the Public Works Director or designee and properly recorded in the Village cemetery records.
- ~~13.14.~~ No pets shall be interred in the cemetery, either as a full-body interment or as cremated remains.
- ~~14.15.~~ The use of controlled substances is expressly forbidden in the cemetery.
- ~~15.16.~~ All transfers of ownership of grave sites shall be properly recorded with the Village.

17. Cremated remains may not be sprinkled on top of the ground. Cremated remains must be interred in a container provided by the crematorium, or in an urn, with a “permanent”-type vault, and placed in the ground in a marked grave site. The vault must be made of a material such as stainless steel, concrete, marble, fiberglass, or a poly base container.

~~16.~~18. Remains must be interred in a “permanent” type vault, and placed in the ground in a marked grave site. The vault must be made of a non-biodegradable type material.

~~17.~~19. Each lot may contain either two cremated remains or one casket and one cremated remains. If the lot contains one casket and one cremated remains, the casket must be interred before the cremated remains. In the case of a columbarium, a niche may contain only one cremated remains.

~~18.~~20. Graves designated as infant graves shall be used solely for the interment of infants and shall not be reconfigured to be used for adult interments.

21. No monument erected on any lot shall bear a photograph(s).
~~19.~~



VILLAGE OF ALGONQUIN
PUBLIC WORKS DEPARTMENT

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

DATE: August 12, 2021

TO: Tim Schloneger, Village Manager
Robert Mitchard, Public Works Director

FROM: Michael Reif, Internal Services Supervisor
Michael Kumbera, Assistant Village Manager

SUBJECT: Purchase of Spartan Leaf Vacuum for Hook Lift Truck

We proposing the purchase of a Spartan Leaf for our existing hook lift trucks for a cost of \$107,424 to replace our existing 2007 Dinkmar Leaf Master, which meets Village replacement criteria.

The present leaf collection system requires a minimum of four (4) employees: 1 truck driver, 1 leaf collection operator outside of the truck, 1 driver following with a truck and crash attenuator, and 1 driver following with a sweeper.

The Spartan Leaf product provides a more efficient and safer solution as the entire leaf collection system is loaded on the back of a hook lift truck. The operator of the leaf vacuum sits in the safety of the passenger seat of the truck, in constant communication with the truck operator. This particular setup/operation does not require use of an additional sweeper and crash attenuator, thus reducing labor by half (sample comparison photos below).

This purchase is able to funded within the FY22 budget utilizing sale of surplus property funds received from a prior vehicle and equipment sale.

Staff recommends the purchase of the Spartan leaf vacuum from Bonnell Industries for the sum of \$107,424.



Existing Equipment/Operation



Proposed Equipment/Operation



1385 Franklin Grove Rd
 Dixon, IL 61021
 815-284-3819 * 815-284-8815 Fax
 800-851-9664
 www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0152033
 Quote Date: 7/21/2021



Bill To: 0005755
 VILLAGE OF ALGONQUIN
 2200 HARNISH DRIVE
 ALGONQUIN, IL 60102-5995

Ship To: 01
 VILLAGE OF ALGONQUIN
 110 MEYER DRIVE
 ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
 Fax:

Confirm To: DAN GRIGGLE

Comment: SEE SO #138206 FOR STOCK UNIT

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
QUOTE 20 YRD HOOKLIFT SPARTAN	PRE-PAY/ADD	DIXON	Net 30 Days	8/20/2021

Ordered	Unit	Item Number	Each Price	Extended Price
1.00	EACH	*20 YARD HOOKLIFT SPARTAN 20 yard collection body with full tailgate 40 gallon fuel tank 30" balanced fan Trans Fluid Coupler 74 hp diesel powered, liquid cooled engine Safety interlock system on intake nozzle DOT compliant lighting and markings 12 volt battery with electrical system Emergency stop switch Post compensated proportional electric hydraulic valve controls Body up proximity switch Hook lift Skid Assembly (Does not include truck portion) Packer style rear door with hydraulic latch Direct wired engine control and joystick Installed in cab fuel sending unit installed directional light bar installed discharge liners installed	87,584.00	87,584.00
1.00	EACH	*JOHN DEERE 99 HP T-IV T-IV 99 hp John Deere Engine ILO standard 74 HP Kubota	18,090.00	18,090.00
1.00	EACH	*INSTALL CAB CONTROLS Install Cab Controls in cab with quick disconnect at the rear for unloading.	1,750.00	1,750.00
	EACH	*SURCHARGE SURCHARGE OF 3% ADDED TO ALL NON-STOCK UNITS.		
	EACH	*NOTE THIS QUOTE DOES NOT INCLUDE ANY PARTS OR INSTALLATION FOR THE CHASSIS SIDE OF THE HOOKLIFT. THE HOOKLIFT SKID FOR THE LEAF VACUUM PORTION IS INCLUDED ONLY. THIS QUOTE ONLY INCLUDES THE INSTALLATION OF LEAF VACUUM CONTROLS INSIDE THE CAB OF THE CHASSIS AND WIRE HARNESS TO THE REAR OF THE CHASSIS.		
	EACH	*DELIVERY TIME IF STOCK UNIT IS NOT AVAILABLE, LEAD TIMES WILL BE 145 DAYS ARO		



1385 Franklin Grove Rd
Dixon, IL 61021
815-284-3819 * 815-284-8815 Fax
800-851-9664
www.bonnell.com * info@bonnell.com

Quote

Quote Number: 0152033
Quote Date: 7/21/2021



Bill To: 0005755
VILLAGE OF ALGONQUIN
2200 HARNISH DRIVE
ALGONQUIN, IL 60102-5995

Ship To: 01
VILLAGE OF ALGONQUIN
110 MEYER DRIVE
ALGONQUIN, IL 60102

Phone: (847) 658-2700 Fax: (847) 658-2759 megnoland@algonquin.org

Phone:
Fax:

Confirm To: DAN GRIGGLE

Comment: SEE SO #138206 FOR STOCK UNIT

Customer P.O.	Ship VIA	F.O.B.	Terms	Quote Expiration
QUOTE 20 YRD HOOKLIFT SPARTAN	PRE-PAY/ADD	DIXON	Net 30 Days	8/20/2021

Ordered	Unit	Item Number	Each Price	Extended Price
---------	------	-------------	------------	----------------

15% RESTOCKING FEE ON RETURNED ITEMS
NO RETURN ON SPECIAL ORDER ITEMS OR ELECTRICAL ITEMS

SUBMITTED BY: _____
0001 Bonnell Industries JVB

Net Order:	107,424.00
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Quote Total:	107,424.00

NOTE: ALL TAXES WILL BE EXTRA IF APPLICABLE.
NOTE: PRICES ARE IN EFFECT FOR 30 DAYS ONLY. IF A PRICE INCREASE OCCURS - IT WILL BE ADDED.

NOTE: BIDS MAY REQUIRE A 20% DEPOSIT UPON PURCHASE
NOTE: INSTALL DATE IS BASED ON CHASSIS ARRIVAL DATE.

ACCEPTED BY: _____

**BILL TO: _____

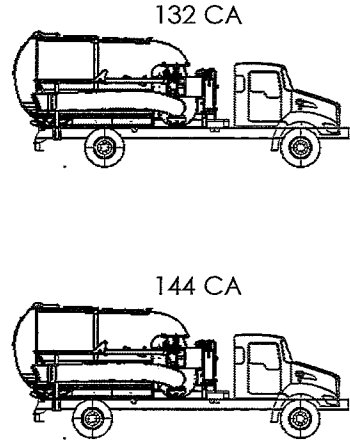
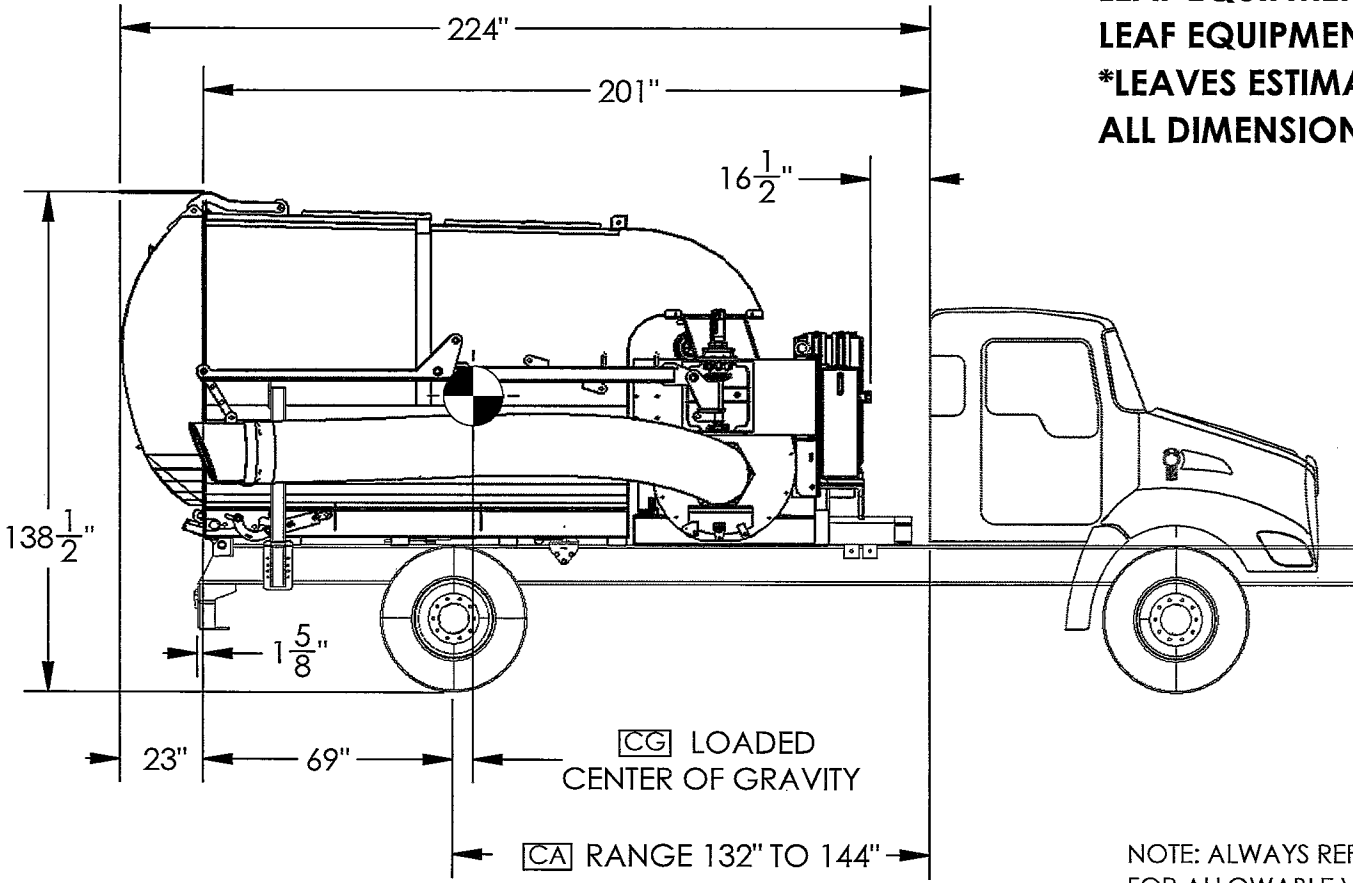
PO Number: _____

DATE ACCEPTED: _____

CHASSIS ARRIVAL DATE: _____

VIN# _____
MAKE: _____
MODEL: _____
W.B. _____ C.A.: _____
TRANS MODEL: _____
ENGINE: _____
PAINT CODE: _____
**CHANGES MAY CAUSE DELAYS AND FEES.

**20 YARD CAPACITY
 LEAF EQUIPMENT - 8400 LBS EMPTY
 LEAF EQUIPMENT - 16400 LBS FULL OF LEAVES
 *LEAVES ESTIMATED AT 400LBS PER CU.YD.
 ALL DIMENSIONS ARE APPROXIMATE**



NOTE: ALWAYS REFER TO STATE SPECIFIC REGULATIONS FOR ALLOWABLE VEHICLE DIMENSIONS AND AXLE WEIGHTS
 *LEAF DENSITY MAY VARY
 *132 CA SHOWN

NOTE: RECOMMENDED AXLE RATINGS ONLY VALID IF NO OTHER EQUIPMENT IS INSTALLED ON TRUCK



CA	CG TO REAR AXLE	RECOMMENDED MINIMUM REAR AXLE RATING	RECOMMENDED MINIMUM FRONT AXLE RATING
132"	5-1/2"	23,000 LBS	10,000 LBS
144"	17-1/2"	22,000 LBS	11,000 LBS

TITLE:
**20 YD SPARTAN CHASSIS
 MOUNT LAYOUT**

CONFIDENTIAL: THIS DRAWING AND/OR INFORMATION CONTAINED HEREIN IS AND REMAINS THE SOLE PROPERTY OF, AND IS PROPRIETARY TO, BONNELL INDUSTRIES, INC. THIS DRAWING AND/OR INFORMATION SHALL BE KEPT CONFIDENTIAL AND MAY NOT BE REPRODUCED, COPIED, MODIFIED, DISCLOSED, TRANSFERRED, OR MADE AVAILABLE TO OTHERS, EXCEPT WITH THE EXPRESS WRITTEN CONSENT OF BONNELL INDUSTRIES, INC. IT IS LOANED IN CONFIDENCE FOR MUTUAL ASSISTANCE PURPOSES ONLY. BONNELL INDUSTRIES, INC. MAY AT ANY TIME, MODIFY THE DRAWING AND/OR INFORMATION CONTAINED HEREIN.

FILE NAME:
 GEN1 SPARTAN CHASSIS MOUNT ASSY

DWG. NO.
 132-144CA 20YD