

**VILLAGE OF ALGONQUIN
VILLAGE BOARD MEETING
January 4, 2022
7:30 p.m.
2200 Harnish Drive**

-AGENDA-

- 1. CALL TO ORDER**
- 2. ROLL CALL – ESTABLISH QUORUM**
- 3. PLEDGE TO FLAG**
- 4. ADOPT AGENDA**
- 5. AUDIENCE PARTICIPATION**
(Persons wishing to address the Board, if in person must register with the Village Clerk prior to call to order.)
- 6. CONSENT AGENDA/APPROVAL:**
All items listed under Consent Agenda are considered to be routine by the Village Board and may be approved and/or accepted by one motion with a voice vote.
 - A. APPROVE MEETING MINUTES:**
 - (1) Liquor Commission Special Meeting Held December 21, 2021
 - (2) Village Board Meeting Held December 21, 2021
 - (3) Committee of the Whole Meeting Held December 21, 2021
- 7. OMNIBUS AGENDA/APPROVAL:**
The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote. (Following approval, the Village Clerk will number all Ordinances and Resolutions in order.)
 - A. PASS ORDINANCES:**
 - (1) Pass an Ordinance Amending the Merit Compensation Plan
 - B. ADOPT RESOLUTIONS:**
 - (1) Adopt a Resolution Accepting and Approving an Intergovernmental Agreement with the Algonquin Lake in the Hills Fire Protection District
 - (2) Adopt a Resolution Designating Funds for the Purchase of Three 2024 International HV607 Vehicles and Associated Items in the sum of \$572,268.00
 - (3) Adopt a Resolution Accepting and Approving an Agreement with ComEd to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground in the Amount of \$1,442,660.00
 - (4) Adopt a Resolution Accepting and Approving an Agreement with COMCAST to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground in the Amount of \$77,277.23
 - (5) Adopt a Resolution Accepting and Approving the Authorization of the Village of Algonquin to Participate in the State of Illinois Bulk Salt Purchase from Compass Mineral America in the Amount of \$193,644.00
 - (6) Adopt a Resolution Accepting and Approving an Agreement with Landscape Concept Management for the Annual Tree Pruning Project in the Amount of \$150,000.00
 - (7) Adopt a Resolution Accepting and Approving an Agreement Strand Associate’s Inc. Adding Certain Items to the High Hills Subdivision Scope of Work in the Amount of \$72,263.00
- 8. DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA**
- 9. APPROVAL OF BILLS FOR PAYMENT AND PAYROLL EXPENSES AS RECOMMENDED BY THE VILLAGE MANAGER**
 - A.** List of Bills Dated January 4, 2022 totaling \$1,114,176.85
- 10. COMMITTEE OF THE WHOLE:**
 - A. COMMUNITY DEVELOPMENT**
 - B. GENERAL ADMINISTRATION**
 - C. PUBLIC WORKS & SAFETY**
- 11. VILLAGE CLERK’S REPORT**
- 12. STAFF COMMUNICATIONS/REPORTS, AS REQUIRED**
- 13. CORRESPONDENCE**
- 14. OLD BUSINESS**
- 15. EXECUTIVE SESSION:** If required
- 16. NEW BUSINESS**
 - A.** Adopt a Resolution Accepting and Approving an Agreement with Local 150
- 17. ADJOURNMENT**



Minutes of the Village of Algonquin
Special Liquor Commission Meeting
Held in Village Board Room on December 21, 2021

CALL TO ORDER: Liquor Commissioner Debby Sosine called the meeting to order at 7:15 pm and requested Village Clerk, Fred Martin to call the roll.

Commission Members Present: Brian Dianis, Jerry Glogowski, Laura Brehmer, Bob Smith, and Maggie Auger.
Commission Members Absent: John Spella (Quorum established)

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; John Bucci, Police Chief; Vince Kilcullen, Public Works, Jason Schutz, Utilities Superintendent; and Village Attorney Kelly Cahill was also present.

Public Comment – None

A. Approve a Class AB Liquor License for Daras Africana Market and Restaurant, LLC., 1324-28 East Algonquin Road, Algonquin

Commissioner Smith questioned package delivery only on the grocery side of the business, and received assurance that all servers and bartenders would be appropriately trained.

Voice vote, all members voted aye to approve and issue the liquor license.

B. Approve a Class C Liquor License for Vass-X (dba) X-Golf, 1704 S. Randall Road, Algonquin

Commissioner Dianis received assurance that the facility is set up for bar service, and equipment is available for proper ID and DOB verification.

Commissioner Auger received assurance that all servers will be properly trained.

Commissioner Sosine questioned the recreational golf and bar service.

Voice vote, all members voted aye to approve and issue the liquor license.

ADJOURNMENT: There being no further business, Commissioner Sosine adjourned the meeting at 7:26 p.m.

Submitted: _____
Fred Martin, Village Clerk



MINUTES OF THE REGULAR VILLAGE BOARD MEETING
OF THE PRESIDENT AND BOARD OF TRUSTEES
OF THE VILLAGE OF ALGONQUIN, McHENRY & KANE COUNTIES, ILLINOIS
MEETING OF DECEMBER 21, 2021
HELD IN THE VILLAGE BOARD ROOM

CALL TO ORDER AND ROLL CALL: Village President Debby Sosine, called the meeting to order at 7:30 P.M. with Village Clerk, Fred Martin, calling the roll.

Trustees Present: Brian Dianis, Jerry Glogowski, Maggie Auger, Laura Brehmer, Bob Smith, and Village President Debby Sosine

Absent: Trustee John Spella

Staff in Attendance: Tim Schloneger, Village Manager; Jason Shallcross, Community Development Director; John Bucci, Police Chief; Vince Kilcullen, General Services Superintendent; Jason Schutz, Utilities Superintendent; Todd Walker, Human Resources Director; and Attorney, Kelly Cahill.

PLEDGE TO FLAG: Clerk Martin led all present in the Pledge of Allegiance.

ADOPT AGENDA: Moved by Smith, seconded by Auger, to adopt tonight’s agenda, deleting item 15.

Voice vote; ayes carried

AUDIENCE PARTICIPATION:

Chris Kious, Kane County District 23 Board Member and President of the Kane County Forest Preserve District, updated the Board on recent Kane County events including certification from the Illinois Department of Park Districts, transportation grant money for both seniors and the disabled, ride to work program, Longmeadow Parkway soil remediation, AARP funds for food banks and homeless shelters, impact fees, and the Longmeadow Parkway traffic signals at Route 25 will be activated this coming Friday.

CONSENT AGENDA: The Items under the Consent Agenda are considered to be routine in nature and may be approved by one motion with a roll call vote.

APPROVE MEETING MINUTES:

- (1) Village Board Meeting Held December 7, 2021
- (2) Committee of the Whole Meeting Held December 14, 2021

Moved by Dianis, seconded by Glogowski, to approve the Consent Agenda.

Voice vote; ayes carried

OMNIBUS AGENDA: The following Ordinances, Resolutions, or Agreements are considered to be routine in nature and may be approved by one motion with a roll call vote.

(Following approval, the Village Clerk numbers all Ordinances and Resolutions in order)

A. PASS ORDINANCES:

- (1) Pass an Ordinance **2021-O-46**, Approving the Amended Final Planned Development and Issuing a Special Use Permit for an Oil Change and Minor Vehicle Repair Facility (Rosen Auto Group/LLR LLC)
- (2) Pass an Ordinance **2021-O-47**, Amending Section 21.11(J) Conservation Design Standards and Procedures within Planned Developments, Section 21.4 General Provisions, and Section 21.13(C) Development Requirements within a Watershed Project Overlay District, of the Village of the Algonquin Zoning Ordinance
- (3) Pass an Ordinance **2021-O-48**, Approving a Plat of Easement at 425 S Randall Road, Algonquin, Illinois
- (4) Pass an Ordinance **2021-O-49**, Amending Chapter 33, Liquor Control and Liquor Licensing

B. ADOPT RESOLUTIONS:

- (1) Adopt a Resolution **2021-R-88**, Accepting and Approving an Agreement with Morrow Brothers Ford for the Purchase of a 2020 Ford Police Responder F-150 Crew Cab in the Amount of \$78,000.00
- (2) Adopt a Resolution **2021-R-89**, Accepting and Approving an Agreement with Morrow Brothers Ford for the Purchase of Two (2) 2020 Ford Police Interceptor Utility Vehicles in the Amount of \$73,000.00 each vehicle
- (3) Adopt a Resolution **2021-R-90**, Accepting and Approving an Agreement with Jet Vac Environmental for the Purchase of a 2022 Multihog CV-350 Compact Sweeper in the Amount of \$150,000.00

Moved by Brehmer, seconded by Smith to approve the Omnibus Agenda.

Roll call vote; voting aye – Trustees Dianis, Glogowski, Brehmer, Auger and Smith

Motion carried; 5-ayes, 0-nays, 1-absent.

DISCUSSION OF ITEMS REMOVED FROM THE CONSENT AND/OR OMNIBUS AGENDA

NONE

APPROVAL OF BILLS: Moved by Glogowski, seconded by Brehmer, to approve the List of Bills for payment in the amount of \$ 2,283,757.00

Roll call vote; voting aye – Trustees Dianis, Glogowski, Auger, Brehmer, Smith,

Motion carried; 5-ayes, 0-nays, 1-absent

PAYMENT OF BILLS RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	287,625.72

02	CEMETERY	4,112.02
03	MFT	35,131.41
04	STREET IMPROVEMENT	152,546.58
05	SWIMMING POOL	219.28
06	PARK IMPROVEMENT	67,582.85
07	WATER & SEWER	108,251.97
12	WATER & SEWER IMPROVEMENT	1,041,518.20
26	NATURAL AREA & DRAINAGE	11,099.75
28	BUILDING MAINT. SERVICE	10,641.04
29	VEHICLE MAINT. SERVICE	38,631.98
TOTAL ALL FUNDS		1,757,360.80

COMMITTEE OF THE WHOLE:

None

COMMITTEE REPORTS & CLERK'S REPORTS:

VILLAGE CLERK'S REPORT

Village Clerk Martin announced future meetings.

STAFF REPORTS:

ADMINISTRATION:

Mr. Schloneger:

Village Manager Schloneger wished everyone a happy holiday.

COMMUNITY DEVELOPMENT:

Mr. Shallcross: Wished everyone a happy holiday, The Chick-fil-A will have their grand opening on December 30th.

POLICE DEPARTMENT:

Chief Bucci:

1. Congratulations to Officer Kira Kugler and Officer Daniel Dennis for successfully completing the Police Academy and passing the State Test.
2. FTO is scheduled to last until the middle of April, at which time we hope that they are prepared for solo patrol.

PUBLIC WORKS:

Mr. Kilcullen and Mr. Schultz:

Provided updates on the current waste water treatment plant upgrades and street and infrastructure projects.

CORRESPONDENCE & MISCELLANEOUS:

President Sosine thanked Village Staff for pursuing COVID-19 relief funds.

OLD BUSINESS:

Trustee Glogowski gave the Village's Public Works accolades for all they do.

EXECUTIVE SESSION:

None

NEW BUSINESS:

None

ADJOURNMENT: There being no further business, it was moved by Dianis, seconded by Glogowski, to adjourn the Village Board Meeting

Voice vote; all voting aye

The meeting was adjourned at 7:44 PM.

Submitted:

Village Clerk, Fred Martin

Approved this 4th day of January, 2022

Village President, Debby Sosine



**Village of Algonquin
Minutes of the Committee of the Whole Meeting
Held On December 21, 2021
Village Board Room
2200 Harnish Dr. Algonquin, IL**

AGENDA ITEM 1: Roll Call to Establish a Quorum

Trustee Smith, Chairperson, called the Committee of the Whole meeting to order at 7:45 p.m.

Present: Trustees Laura Brehmer, Brian Dianis, Jerry Glogowski, Robert Smith, Maggie Auger, and President Debby Sosine.

Absent: Trustee John Spella, a quorum was established

Staff Members Present: Village Manager, Tim Schloneger; General Services Superintendent, Vince Kilcullen; Utilities Superintendent, Jason Schutz; Community Development Director, Jason Shallcross; Todd Walker, Human Resources Director; Police Chief, John Buccci; Village Clerk, Fred Martin; and Village Attorney, Kelly Cahill

AGENDA ITEM 2: Public Comment

None

AGENDA ITEM 3: Community Development

Jason Shallcross

A. Consider an Agreement with Algonquin Lake in the Hills Fire Protection District

Staff has been working with the Algonquin - Lake in the Hills Fire Protection District (ALITH FPD) over the last several months to update our current intergovernmental agreement. The agreement addresses everything from permitting and inspections to review fees and testing. The existing agreement was adopted and approved in 1998.

The genesis of the update to the agreement was to bring ALITH FPD fees in line with area fire protection district fees. ALITH FPD's current impact fee is \$30.00 per dwelling unit. Below you'll find a list of surrounding comparable impact fees and ALITH FPD's proposed fee:

- Village of Cary: \$500.00 per dwelling unit
- Village of Lake in the Hills: \$600.00 per dwelling unit
- Village of Huntley: \$500.00 per dwelling unit
- Huntley Fire Protection District: \$685.00 per dwelling unit
- Countryside Fire Protection District: \$600.00 per dwelling unit
- Algonquin Lake in the Hills FPD: \$600.00 per dwelling unit - PROPOSED

Other proposed changes include:

1. Updating the plan review fee from \$0.10 per square foot with a flat fee of \$100.00 to \$0.12 per square foot for projects of 3,001 square feet or greater, with a flat fee of \$300.00 for all projects under 3,000 square feet. The Village agrees to not release a permit until the District's invoice has been paid (similar to what the Village currently does when an outside agency reviews a permit application).
2. The District will invoice a \$100.00 fee to witness black iron ductwork light tests for kitchen hood fire protection systems, fire pump tests, and underground fire protection water main flushing tests.
3. The District reserves the right to use a third-party vendor for the collection, storage, and distribution of fire protection systems annual testing reports required by Code for the annual testing and maintenance of fire protection systems.
 - a. The State of Illinois requires all contractors provide fire protection system reports to the fire department, however they are not currently provided with the reports and the follow up reports that

deficiencies have been repaired. This enables the District to ensure all fire protection systems are being maintained as required by code.

- b. There is no fee to the District or the Village.
 - c. The fire protection contractor is charged \$15.00 per fire protection system type per year.
4. The Village allows the District the ability to post buildings as “Unapproved for Human Occupancy” after a fire department related incident and/or natural disaster (fire, car into a building, large tree into a home, no heat or water). The District will contact the Village upon request to “red tag” a building.
- a. This saves the Village Representative from responding in the middle of the night when the District is already on scene responding to an emergency.

Staff recommends that the Committee of the Whole move to approve the proposed update to the Intergovernmental Agreement between the Village of Algonquin and the Algonquin – Lake in the Hills Fire Protection District.

Trustee Auger had concerns regarding the impact fees.

Trustee Smith clarified the new fees would be for new development.

Trustee Brehmer also commented on fees for new development only.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

B. Rosen Hyundai Extension Presentation of Concept

Rosen Hyundai is proposing to expand their current dealership and maintenance facility from 14,032 sq. ft to 21,824 sq. ft. This proposed expansion is in response to anticipated future capacity needs as well as the conversion to electric vehicles.

Project Overview:

- A larger vehicle waiting room
- A larger vehicle show room
- A larger customer waiting area
- A new vehicle delivery room
- A larger exterior waste storage area
- A larger breakroom for the technicians
- A new electric vehicle storage room

As a separate approval, the former Napa Auto Parts building to the east will be converted to 14 additional vehicle service bays for Rosen Hyundai.

The proposed plans, includes elevations which show a substantial proposed investment into the site and include a modern twist on conservative brick architecture that meets the design criteria for Hyundai while keeping with the Village’s architectural values. The red brick color and high-quality metal and glass accents would remain and be expanded upon.

Representatives from Rosen Hyundai will provided additional details along with concept drawings at the Committee of the Whole Meeting.

Trustee Smith questioned the exterior colors and brick, additional parking, storm water detention

Trustee Glogowski commented on exterior colors

Trustee Dianis questioned the use of the middle building in the complex

AGENDA ITEM 4 General Administration

A. Consider an Ordinance Amending the Merit Compensation Plan by Adding a New Title of Community Development Deputy Director

Todd Walker

According to Section 2.3.2 of the Village Policy Manual, on an annual basis in the early spring staff provides the Village Board our recommendations for the upcoming fiscal year Merit Compensation Plan. However, periodically the Village has a need to adjust this document mid-year by adding titles of new positions that are

in the best interest of the Village. With this said, I am requesting the Board consider and approve amending the Merit Plan to include a new title of Community Development Deputy Director.

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

1. Create a new title of Community Development Deputy Director. This new position will assist Jason and adjust for the absence of our prior consultant, Mike Darrow.
2. Based on internal and external equity and salary data of comparable communities, I am recommending placing this position into a Grade 13.

Mr. Walker described the new position and merit plan.

President Sosine commented the Community Development took a hit with the COVID pandemic.

Village Manager Schloneger stated this is a critical position for a full-time employee.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

B. Consider Resolution Designating Funds for the Purchase of Three (3) 2024 International HV607 Vehicles at a Total Cost of \$572,268.00

Tim Schloneger

Proposed purchase of three (3) vehicles for the Village's fleet. At the last Committee of the Whole meeting, we discussed many challenges including supply chains, inflation, and labor/material shortages that greatly impact our ability to procure items such as vehicles and equipment.

For many of our larger equipment, current lead times for chassis and upfit are up to two (2) years (August 2023). Accordingly, staff is requesting we designate funds for the future purchase to three (3) 2024 International HV607 vehicles, with expected payment and delivery in FY 23/24. Below is a detail of the vehicles being replaced, all of which meet replacement criteria currently:

Replacing Not to Exceed Amount

- 1999 International 4900 5-Yard Dump (#522) \$216,266.00;
- 2007 International 7400 Tandem Axle Hook Lift (#527) \$198,745.00;
- 2007 International 7400 5-Yard Hook Lift (#528) \$157,257.00

TOTAL: \$572,268.00

The variations in price between the units are as follows:

- 522: Complete truck purchase with dump box;
- 527: Dual-axle cabin chassis with wing blade plow;
- 528: Cabin chassis only.

With this action, the Village will designate funds for this purchase that will be reflected in our financial statements. Once we are able to take delivery and make payment in a future fiscal year, we would make this draw from the designated fund balance and zero-out the liability. By entering into a purchase agreement now, we are able to lock-in our spot for purchase and avoid the ever-growing backlog for this equipment.

Staff recommends that the Committee of the Whole forward this item to the Village Board for approval by Resolution(s) at the meeting on January 4, 2022.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

AGENDA ITEM 5: Public Works and Safety

Jason Schutz and Vince Kilcullen

A. Consider an Agreement with ComEd to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground

The Village has phased the Downtown Improvements over a number of years. We are now at the Stage to work on the completion of the design and relocation of all of the "Dry Utilities" underground on S. Harrison

Street, and portions of Washington Street, and Jefferson Street. adjacent to S. Harrison Street. This work is similar to the work done on S. Main Street to allow for the streetscape work done there.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber. Again, this is how Main Street was accomplished.

In order to initiate the ComEd work, an agreement (attached) has been signed and requires a partial payment of about 50%, which equals \$649,022. The total estimated cost is \$1,442,660. The Village has sufficient funds to initiate this work and execute the agreement.

It is staff's recommendation that the Committee of the Whole recommend to the Village Board authorization of the payment of \$649,022 to ComEd for the first partial payment for the Relocation of Overhead Electrical Facilities on S. Harrison Street, Washington Street, and Jefferson Street.

Trustee Smith had concerns as to the construction schedule, and a contractor's incentive to complete on time. Trustee Glogowski had concerns about downtown construction and resident complaints.

Trustee Brehmer wanted confirmation that Comcast and AT&T was also on board with ComEd, project completion scheduled for Summer 2022.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

B. Consider an Agreement with COMCAST to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground

The Village has phased the Downtown Improvements over a number of years. We are now at the Stage to work on the completion of the design and relocation of all of the "Dry Utilities" which are currently overhead, to underground on South Harrison Street, and portions of Washington Street, and Jefferson Street. adjacent to South Harrison Street. This work is similar to the work done on South Main Street to allow for the Streetscape work done there.

The relocation work will involve the installation of a number of conduits underground by Utility Dynamics to accommodate ComEd, AT&T, Comcast, and future Village fiber.

In order to initiate the COMCAST work, an agreement needs to be approved and requires the total payment to be made to them up front. That payment amount is \$77,277.23. The COMCAST work involves the relocation of a significant Fiber Optic cable that serves over 100,000 customers, that is one of the reasons for this cost. You may recall the Village Board approved a similar agreement with ComEd in November and one from AT&T will follow shortly. The Village has sufficient funds to initiate this work and execute the agreement.

Staff's recommends that the Committee of the Whole recommend to the Village Board authorization of the execution of the attached Agreement and payment of \$77,277.23 to COMCAST for the Relocation of Overhead Electrical Facilities on South Harrison Street, Washington Street, and Jefferson Street.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

C. Consider an Agreement with Compass Mineral America Inc. for the Purchase of Rock Salt

The road rock salt bids for this season has been awarded through Illinois Department of Transportation / Central Management Services. The IDOT/CMS bid was awarded to Compass Minerals America Incorporated out of Overland Park, Kansas.

The Village of Algonquin has reserved 3000 tons of rock salt at \$53.79 per ton. With this contract the Village has two options we must take a minimum of 80% or 2,400 tons of our 3000 tons, we can also go up to 120% or 3,600 tons.

Therefore, it is recommended that the Committee of the Whole take action to move this matter forward to the Village Board for approval of rock salt purchase in the not to exceed amount of \$193,644.00 which would be our maximum of 120% or 3,600 tons of rock salt.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

D. Consider an Agreement with Landscape Concept Management for the Annual Tree Pruning Project

The proposal for the annual tree trimming program for the 2021 – 2022 season is an extension of the contract that was approved by the Board last year which had a clause to renew for an additional 2 years.

The Village started contracting tree pruning last season, due to time and intensity involved in this process. We are grateful for support in contracting this work. Performing this work keeps our 5-year pruning schedule on track, which keeps our liabilities and reactive work at bay.

The pruning schedule for this year includes zones 4A, 4B, 4C, and 5C includes the following subdivisions: Highlands of Algonquin, Tunbridge, Dawson Mill, High Hill Farms, Willoughby Farms, Stone Ridge, Creeks Crossing, Brittany Hills, Gaslight, and Fox River View.

Based on this experience, the Village would like to renew our contract with Landscape Concepts. We believe we will get the best service from this contractor as they are already familiar with our requirements, and their proposal from last year included the option to renew for additional years.

Money for this service is budgeted in the General Services budget in the amount of \$150,000.00.

Therefore, we recommend the Committee of The Whole take action to move this matter forward to the Village Board to award this work not to exceed \$150,000.00 to Landscape Concepts Management of Grayslake, IL. and further authorize the Village Manager or his designee to sign an extension to said contract for fiscal year 2022 – 2023.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

E. Consider an Amendment to the Agreement with Strand Associate’s Inc. Adding Certain Items to the High Hills Subdivision Scope of Work

Recently, Public works staff had the kick off meeting with Strand & Associates regarding the engineering design for the High Hill subdivision street improvement project scheduled for construction in summer of 2022. During this review several important items came up from staff that warrant some additions to the plan set. The majority of these involve much needed repairs and upgrades to High Hill park. These were identified in the Park Master Plan. In an effort to catch up on the disrepair of our existing park amenities, we would like to add them to this project since they involve the same type of construction that is will be part of the street improvement. These items are listed below:

1. High Hill Park north multi-use asphalt path removal and replacement;
2. High Hill Park basketball court removal and replacement. Replace failed asphalt court with a new concrete court;
3. High Hill Park south drinking fountain replacement and drainage corrections, playground flooding and parking lot drainage improvements;
4. Relocation of High Hill Park sledding hill pipe culvert under the multi-use path improvements to alleviate safety hazard;
5. Addition of sidewalk curb ramps at all the intersections as part of the street improvements;
6. Addition of retaining wall at the end of Sussex lane (if needed/authorized).

Summary fees:

1. Strand - \$47,802
2. CWA (topographical surveying) - \$19,511
3. Rubino (Geotech for retaining wall at the end of Sussex Lane) - \$4,950

It is recommended that the Committee of the Whole take action to move this matter forward to the Village Board for approval of an amendment to design services for High Hill Street Improvements to Strand & Associates for \$72,263.00.

Following discussion, it was the consensus of the Committee to move this forward to the Village Board for approval.

AGENDA ITEM 6: Executive Session

Motion by Trustee Dianis, seconded by Glogowski to move into executive session to discuss collective bargaining, at 8:34pm

Voice vote, ayes carried

Motion by Trustee Auger, seconded by Dianis to reconvene the Committee of The Whole Meeting at 8:55p.m.

Voice vote, ayes carried

Roll Call: Trustees Laura Brehmer, Brian Dianis, Jerry Glogowski, Robert Smith, Maggie Auger, and President Debby Sosine.

Absent: Trustee John Spella

AGENDA ITEM 7: Other Business

None

AGENDA ITEM 8: Adjournment

There being no further business, Chairperson Smith adjourned the meeting at 8:57 p.m.

Submitted: _____
Fred Martin, Village Clerk

ORDINANCE NO. 2021 - O - ____

AN ORDINANCE AMENDING ORDINANCE 2019-O-12
REGARDING THE MERIT COMPENSATION PLAN
FOR VILLAGE EMPLOYEES

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

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

SECTION 1: That Section G of Ordinance 93-O-24 passed on April 20, 1993, and as amended by Ordinance No. 2021-O-05, which was passed on February 2, 2021, shall be amended to read as follows:

- G. The grades, job classifications, and monthly compensation ranges to the Village Merit Compensation Plan shall be as shown on Exhibit A attached.

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 as of January 4, 2022, subsequent to its passage, approval and publication in pamphlet form (which publication is hereby authorized) as provided by law.

Voting Aye:
Voting Nay:
Abstain:
Absent:

Debby Sosine, Village President

(Seal)

ATTEST: _____
Fred Martin, Village Clerk

Passed:
Approved:
Published:

Prepared by: Tim Schloneger, Village Manager
Village of Algonquin
2200 Harnish Drive
Algonquin, Illinois 60102



Village of Algonquin

The Gem of the Fox River Valley

Fiscal Year 2021-2022 **MERIT COMPENSATION PLAN**

GRADE	JOB CLASSIFICATION	MONTHLY COMPENSATION		
		MINIMUM	CONTROL POINT	MAXIMUM
1	Office Clerk I / Receptionist I	\$3,528.97	\$3,876.95	\$4,806.48
2	Receptionist II / Account Clerk	\$3,741.21	\$4,104.59	\$5,083.65
3	Account Clerk I / Permit Clerk	\$3,980.29	\$4,360.32	\$5,394.41
4	Account Clerk II / Social Service Advocate	\$4,230.36	\$4,975.00	\$5,719.65
5	Administrative Specialist I / Account Clerk III	\$4,464.04	\$5,243.66	\$6,023.27
6	Property Maintenance Inspector / Administrative Specialist II / Utility Billing Coordinator / Accounts Payable Specialist	\$4,723.47	\$5,541.40	\$6,359.34
7	Human Resources Generalist / Administrative Assistant	\$4,999.11	\$5,858.62	\$6,718.14
8	Planner / Management Analyst / Innovation Analyst / Executive Assistant / Innovation and Technology Officer I	\$5,366.74	\$6,281.90	\$7,197.06
9	Building Inspector / Accountant / Assistant Innovation Coordinator	\$5,816.75	\$6,910.95	\$8,005.14
10	Plumbing Inspector / Electrical Inspector / Innovation Coordinator	\$6,255.87	\$7,304.86	\$8,353.85
11	Asst. to the Village Manager / Asst. Bldg. Commissioner / PW Supervisor / Recreation Superintendent / Senior Planner	\$6,973.98	\$8,096.72	\$9,219.46
12	Project Manager / Chief Utility Operator	\$7,449.74	\$8,755.08	\$10,060.42
13	PW Superintendent / Police Sergeant / Comptroller / Community Development Deputy Director	\$8,021.42	\$9,519.66	\$11,017.90
14	Assistant PW Director / Building Commissioner	\$8,485.54	\$9,939.03	\$11,392.52
15	Human Resources Director / Deputy Police Chief	\$9,097.49	\$10,708.52	\$12,319.54
16	Chief Innovation Officer / Engineer/Asst. PW Director / Assistant Village Manager / Community Development Director	\$9,777.25	\$11,404.39	\$13,031.53
17	Police Chief / Public Works Director	\$10,427.95	\$12,401.53	\$14,375.12



2022 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Intergovernmental Agreement between the Village of Algonquin and Algonquin Lake in the Hills Fire Protection District for the Plan Review, Inspections, New Development, Fire Code Enforcement, and Intergovernmental Cooperation Between the Village of Algonquin and the Algonquin Lake in the Hills Fire Protection District Pertaining to the Fire Code Adopted by the Village of Algonquin, attached hereto and hereby made part hereof.

DATED this 4th day of January, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

AGREEMENT FOR PLAN REVIEW, INSPECTIONS, NEW DEVELOPMENT, FIRE CODE ENFORCEMENT, AND INTERGOVERNMENTAL COOPERATION BETWEEN THE VILLAGE OF ALGONQUIN AND THE ALGONQUIN-LAKE IN THE HILLS FIRE PROTECTION DISTRICT PERTAINING TO THE FIRE CODE ADOPTED BY THE VILLAGE OF ALGONQUIN

This agreement made and entered into this _____ day of _____ 2021, by and between the Village of Algonquin, an Illinois municipal corporation (“Village”) and Algonquin-Lake in the Hills Fire Protection District, an Illinois municipal corporation (“District”).

Witnesseth:

WHEREAS, Article VII, Section 10 of the Constitution of the State of Illinois and the Intergovernmental Cooperation Act, 5 ILCS 220/5 et seq., grants to all local governments, including fire districts and municipalities, the authority to enter into agreements; and

WHEREAS, the District is an Illinois municipal corporation providing fire prevention and life safety services within the Village; and

WHEREAS, an integral part of fire prevention and life safety is the performance of plan reviews and the inspection and enforcement of applicable fire codes.

NOW THEREFORE, in consideration of the mutual promises contained herein and upon further consideration of the recitals set forth, it is hereby mutually agreed by and between the Village and District as follows:

Life Safety Inspections of Existing Buildings

1. The District will inspect every building or structure located within the Corporate Boundaries of the Village and the District, other than single family detached dwelling units and townhouses which do not have a common public area, except as already granted to the District by State Statute, to determine whether such buildings or structures meet the Code of the Village of Algonquin (Hereinafter referred to as “Code”).
2. Inspections shall be made by the District as frequently as required in the District’s discretion, or as requested by the Village on an emergency basis, depending upon any hazardous conditions which may be present on said property. Reports generated from inspections shall be provided to the Community Development Department of the Village at a minimum of a monthly basis.
3. There shall be no inspection fees charged for the annual life safety inspections.
4. The District shall bear the responsibility to enforce the associated periodic maintenance and testing of fire protection systems at intervals as set forth by the Code.
5. The District reserves the right to use a third party vendor for the collection, storage, and distribution of fire protection system testing reports. The Village shall bear no costs associated with the services provided by the third party vendor. System reports shall be available for review on a monthly basis and shall include information of associated charges.

**Plan Reviews, Permits, and Life Safety Inspections for New Fire Protection Systems,
And New Developments**

1. The District shall have day to day authority to review fire protection plans for new sites, buildings, and other permit projects types within the Village, to determine whether such proposed projects meet the requirements of the Code.
2. The District shall collect the following fees for their services:
 - a) For projects involving a construction area of 3,000 square feet or less, the project representative will be assessed a flat fee of \$300.00.
 - b) For projects involving a construction area of 3,001 square feet or greater, the project representative will be assessed a fee of \$0.12 per square foot of construction area.
3. Fees outlined in no. 2 above include the following items for each project:
 - All on-site consultations
 - Up to two fire protection system acceptance tests
 - All fire protection system inspections
4. The District will also collect the following fees for each of the following as applicable to the project:
 - Black iron ductwork inspection: \$100.00
 - Fire pump test: \$100.00
 - Underground fire protection water main test: \$100.00
5. For projects where it is determined that the District must utilize the expertise of a fire protection systems consultant for plan reviews, inspections, or acceptance testing, the project representative shall be responsible for payment of the third-party consultant's fees. The project representative will be provided with the third-party consultant's fee schedule at time of initial project review.
6. The District shall be entitled to a one-time contribution fee, per dwelling unit, of up to \$600 if said contribution fee is provided for in a Development or Annexation Agreement between the Village and residential developers and subdividers of land within the boundaries of the District.

Village Permitting

1. Prior to the issuance of a permit, the Village agrees to require a copy of a paid receipt from the District to confirm the project representative has paid the District's required fees and the project is approved for release of permits.
2. The Village will issue permits to the applicant to be posted at the property for fire sprinkler systems, fire alarm systems, commercial kitchen hood, duct and fire suppression systems as applicable to the project. Fees for permit issuance shall be as provided in Appendix B of the Code, as amended from time to time.

Inspections and Acceptance Testing During Construction

1. The District will provide the Village a written report within 24 hours after any acceptance test or inspection.
2. Should a fire protection system fail its initial two acceptance tests, a fee of \$100.00 will be collected by the District for each additional acceptance test.

**General Provisions for Violation Enforcement for Existing Buildings,
And New Construction**

1. The District agrees to undertake the prosecution of any violations discovered as a result of the District's inspection or testing of the buildings and structures covered in the scope of this Agreement. All associated costs shall be borne by the District and the Village hereby authorizes the District to prosecute said violation on the Village's behalf. Any fines or penalties received, because of any action filed by the District on behalf of the Village, shall be paid to the District.
2. Should a dispute arise between the District and the Village as to an interpretation under the Code and enforcement of same pursuant to said interpretations, the Village reserves the right to resolve the dispute with the property ownership as it deems best in its sole discretion.

Provisions to Post a Building Uninhabitable

1. Upon consultation with the Village, the District will be deemed to be an Authority to post a building as "Uninhabitable" (red tag) When there is sufficient damage or other qualifying circumstances (i.e. no heat, no water, etc.) to a building to deem said building uninhabitable for human occupancy.

Additional Provisions

1. The District agrees to indemnify and hold harmless the Village from any and all liabilities and damages that the Village may sustain as a result of this Agreement and/or activities of the District pursuant to the terms of this Agreement, including reasonable attorney fees and costs incurred by the Village in defending any action brought against it and attributable to this Agreement and/ or actions of the District pursuant of the terms of this Agreement.
2. The District hereby agrees to maintain Commercial General Liability insurance in the amount of \$5,000,000.00 combined single limit per occurrence for bodily injury and property damage and \$1,000,000.00 per occurrence for personal injury. The general aggregate shall not be less than \$10,000,000.00. The Village, its officials, employees, agents and volunteers shall be covered as additional insureds on primary and non-contributory basis as respects liability arising out of the plan review and inspection services provided for under this Agreement. The District will furnish the Village and maintain a current Certificate of Insurance and original additional insured endorsement (ISO CG 20 10 04 13 or 20 26 04 13) as evidence of required coverage and additional insured.
3. Either party shall have the right to terminate this Agreement upon 60 days written notice to the other party.
4. Notices provided for under this Agreement shall be by certified mail, return receipt requested, directed at the following addresses:

District: Algonquin-Lake in the Hills Fire Protection District
1020 West Algonquin Road
Lake in the Hills, IL 60156
Attention: Fire Chief

Village: Ganek Municipal Center
2200 Harnish Drive
Algonquin, IL 60102
Attention: Village Administrator
Copied to: Community Development Department

This Agreement shall supersede any agreement previously entered into between the parties for plan review, inspections, and code enforcement activities, impact fees and other intergovernmental cooperation including the authority to post a building as "Uninhabitable".

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this _____ day of _____ 2021.

Village of Algonquin, an Illinois municipal corporation

Algonquin-Lake in the Hills Fire Protection District, an Illinois municipal corporation

Village President, Debby Sosine

Board President, Rick Naatz

ATTEST:

ATTEST:

Village Clerk, Fred Martin

Board Secretary, Charles Teson

RESOLUTION NO. 2022 – R -

**A RESOLUTION COMMITTING FUNDS FOR THE PURCHASE OF
THREE 2024 INTERNATIONAL HV607 VEHICLES AND ASSOCIATED ITEMS**

WHEREAS, the Village of Algonquin (“Village”) is a home rule unit of local government under and pursuant to Section 6 of Article VII of the Constitution of the State of Illinois; and

WHEREAS, the Village desires to maintain and cycle its municipal fleet to maximize efficiency, reliability, and to achieve the lowest total cost of operation; and

WHEREAS, current supply chain challenges have significantly extended the time to take delivery of many vehicles the Village requires to provide services; and

WHEREAS, the President and Board of Trustees have determined that it is in the best interests of the Village to commit certain funds to accelerate the delivery of and the purchase of certain vehicles.

NOW THEREFORE BE IT RESOLVED BY THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES, ILLINOIS AS FOLLOWS:

SECTION 1: The sum of \$572,268.00 in the General Fund in the Capital Purchase line-item (01500300-45590) is hereby committed to the expenditures related to the purchase and upfit of three (3) 2024 International HV607 vehicles.

SECTION 2: The recitals set forth above are incorporated as part of this Resolution by reference.

SECTION 3: If any section, paragraph, clause, or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Resolution.

SECTION 4: This resolution shall become effective upon passage, approval, and publication as provided by law.

DATED this _____ day of _____, 2022.

(SEAL)

APPROVED:

ATTEST:

Debby Sosine
Village President

Fred Martin
Village Clerk



2022 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and ComEd to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground in the Amount of \$1,442,660.00, attached hereto and hereby made part hereof.

DATED this _____ day of _____, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

Commonwealth Edison Company
Public Relocation Department
One Lincoln Centre
Oak Brook Terrace, IL 60181

www.comed.com

An Exelon Company

October 15, 2021

Shawn Hurtig
Project Manager
Village of Algonquin – Public Works
110 Meyer Drive
Algonquin, IL 60102

Project: H20323CRY
Work Order: 15923347
EPS Project: 19FRD095

Re: Relocation of overhead electric facilities along Harrison St., Washington St., & Jefferson St. as occupied.

Dear Shawn,

This letter is in reply to an inquiry regarding the **Village of Algonquin** request to relocate ComEd's overhead electric lines **on Harrison St. (Washington St to Algonquin Rd) & Jefferson St. (Washington St to Towne Park) & Washington St.** to underground.

The preliminary estimated cost to relocate the existing overhead facilities is approximately **\$1,442,660**. This is a **non-binding, high-level cost estimate prepared without an engineering design** for preliminary budgetary purposes only and is not a final cost for ComEd to provide any work to relocate the subject facilities. The final costs may be higher or lower depending on mutual agreement of facilities relocated, final engineering design, difficulty of work area and what the accepted contract bid is for performing the work. The village should take note that final costs will be based off the total actual charges that ComEd incurred to complete this project. This cost estimate is good for 60 days from the date on this letter.

General Assumptions:

- This estimate is for the relocation of ComEd electric facilities only. The village will need to contact other utilities for their relocation cost, if applicable.
- This estimate is based upon current tariffs with no escalation.
- Construction estimate, and schedule is based on normal 40-hour workweek, without overtime, weekend, or Holiday work.
- Estimate does not include delays related to permitting needs required by governmental entities including municipalities or other optional facilities charges.
- Project scope provides no additional capacity, contingency or redundancy above what is specifically stated. Change in scope will result in additional charges. Estimate does not include any enhanced reliability.

Others Responsibilities:

- Other's will be responsible to obtain all permits and easements/ROW at the other's expense as necessary to support ComEd's construction schedule and installation methods, including but not limited to trimming without restriction.
- All ComEd customers which require service entrance modifications (overhead to underground or relocated overhead service drops) are the responsibility of the village.
- Each switchgear being installed will require a minimum 10' x 22' parcel. This will have to be discussed in detail with the property owners.
- No landscaping or beautification will be provided by ComEd, only rough grade back fill of all areas disturbed by the ComEd construction removal and installation of equipment. All restoration, finished grading, sod and/or seeding is to be completed by other's within both the right-of-way and private property areas.
- Soil remediation will be the responsibility of others.
- Other's to provide ComEd with all required easements for underground facilities being installed.
- All trees, shrubs and vegetation to be removed by other's in the proposed easement areas. Grade to be within 4" of final grade before ComEd starts its work.

Preliminary Scope of Work:

- Removal/topping of approximately 35 poles and associated primary/secondary wire and equipment
- Removal of 12kv 3-1/C primary aerial wire
- Relocate ~ various commercial/residential services, which can include overhead to underground
- Remove "12" Overhead Transformer banks
- Install approx. 4000' of 6" Poly Pipe via directional bore
- Install approx. 3,845' 12kV primary underground cables and other associated underground equipment
- Install approx. "4" 4-Bay Switchgear
- Install approx. "7" Pad Mounted transformers
- Install 1 VO Pad MTD Cap Bank
- Install approx. 1 splice box
- Install approx. "6" Secondary Pedestals
- Install approx. "5" 12kv terminal poles
- Estimate includes additional cost of **\$144,615** to split project up into 2 Phases
- Additional phasing work includes - Pull approx. 50 ft. of underground cable and splice cable, install new OH transformer on north pole and install temporary services. Engineering costs to add the temporary work needed to divide the project up into 2 phases.

If the village desires to proceed with relocation, there will be an advance engineering charge required of **\$129,804** this engineering charge is non-refundable and will be applied towards the total cost of the project if the village authorizes the construction work to proceed. Once engineering is complete, the cost estimate will be submitted for village approval.

The Village will have two payment options available to them. Check one of boxes below, sign and return with check and/or copy of the executed ordinance.

- The first would be a progressive payment schedule requiring a 50% first partial payment of **\$649,022** with the potential of multiple payments as construction progresses. The 50% deposit and all required easements must be in place before ComEd work can be scheduled. This can be a minimum of 6–12 weeks from that date contingent upon ComEd’s scheduled work load. **Final payment invoicing will occur upon completion of the work.**
- The second option would be under Rider LGC, Local Government Compliance Clause, where ComEd applies an additional “per kilowatt-hour charge onto the monthly bills of all customers within the municipal boundaries of the **Village of Algonquin**, As costs for this project are incurred each month, the appropriate share of those costs will be reflected as a separate line item charge on the monthly bills of the customers. The “per kilowatt-hour” charges will continue until the project is completed and all costs for the project are reflected on ComEd’s books of account.

As an Illinois public utility, ComEd is subject to the terms and conditions of the Illinois Public Utilities Act (220 ILCS) and is obligated to provide reliable service at least cost. The relevant section of the Illinois Public Utilities Act (PUA) is Section 5/8-401, which states:

‘Every public utility subject to this Act shall provide service and facilities which are in all respects adequate, efficient, reliable and environmentally safe and which, consistent with these obligations, constitute the least-cost means of meeting the utility's service obligations.’

The village should take special note of the fact that ComEd must meet our “Service” obligations at least cost to our “Ratepayers.” Should replacement or additional distribution lines be required, ComEd must install facilities at least cost, which may require the facilities to include an overhead pole line. Should the city desire place additional facilities underground, the village will be obligated to pay for the incremental costs of undergrounding or rerouting the line(s). In summation, the village will pay the cost of the underground line, less the estimated cost of the avoided overhead installation.

If you have questions, please feel free to call me directly.

Sincerely,

Cassie Evans
Sr. Project Engineer

FOR THE APPLICANT:

Accepted by Signature

Robert G. Mitchard II
Print Name

Public Works Director
Official Capacity

11/12/2021
Date



Public Relocation Department
Office: (773) 241-0741
Cassie.Evans@comed.com



2022 - R - __
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and COMCAST to Relocate Overhead Electrical Facilities Along Harrison Street, Washington Avenue, and Jefferson Underground in the Amount of \$77,277.23, attached hereto and hereby made part hereof.

DATED this 4th day of January, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk



Revised Costs/Construction Invoice

Date: December 10, 2021
Project Category: Forced Relocate
City, State: Algonquin
Project Name: Harrison Street Beautification
Project Location: Harrison Street
Project Type: Forced Relocate

Invoice #: 20028
PO #:
Budget #: 61030
Business Unit/Division: Central Division
Region: Chicago
Entity: 632

Desired Start Date:

Expected Completion Date:

For Comcast:
Coordinator (Comcast): Nick Mihalka
Coordinator (Contractor): Ed Duda

Business Phone #:
Business Phone #: 847-626-8358
Business Phone #: 630-669-2687

For the Client:
Requested by: Gerald A. Hennelly
Company Name: Christopher B. Burke Engineering, Ltd
E-Mail: ghennelly@cbbel.com

Company Fax #: 847-939-5214
Company Phone #: 847-823-0500
Company Address: 9575 W. Higgins Road, Suite 600
City, State, Zip Rosemont, IL 60018

Summary Of Work : Provide Clear Detailed Information

Walk out, redesign, permit and relocate 2,832' of aerial to underground. Proof and pull thru 3,067' of conduit placed by others. Build and activate 3,067' of new coaxial underground cabl plant. Rebuild 41 commercial and residential service lines from aerial to underground. Reroute and replace 2,442' of 288-count fiber optic cable. Lash 1,557' of aerial fiber cable and proof and pull through 885' of conduit placed by others. Schedule and make 576 fiber splices at night. Deactivate 2'832 of aerial coaxial cable after customers are rolled over to newly placed underground. Wreck out all aerial after fiber cut over and customer roll are completed. Poles to be removed by others.

ENGINEERING FEES

Sub Total Engineering Fees \$ 624.69

INTERNAL LABOR COST

Sub Total Internal Labor \$ 2,368.40

CONTRACT LABOR COST

Sub Total Contract Labor \$ 57,101.74

MATERIAL COST

Total Cable & Material \$ 17,182.40

TOTAL PROJECT COST \$77,277.23

Prepared by: Nick Mihalka

Preparer's Title: Construction Specialist

Approved by: Robert L. Schulter, Jr.

Approver's Title: Director of Construction

Approver's Signature:

Date Approved: December 10, 2021

I, the client, in contracting Comcast Cable Communications Inc., to perform the services and to provide all necessary materials, agree to pay for the actual materials and services used in completing this project and will remit the Total Project Cost amount along with the signed/approved Construction Cost Estimate. I also understand that I may be separately invoiced for construction costs that may exceed the Total Project Cost, but only for an amount up to 10% additional to the Total Project Cost.

Accepted by: Developer/Representative/Owner Village President

Acceptance Date: January 4, 2021

Legal Business Name: Village of Algonquin

Business Address: 2200 Harnish Drive

Contact Name: Robert Mitchard

Algonquin, IL 60102

Title: Public Works Director

Please remit check and ONE signed original as follows:

Comcast Cable Communications, Inc.
Attn: Bob Schulter
688 Industrial Drive
Elmhurst, IL 60126

Phone No.: 224-229-5861



2022 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorizing the Village of Algonquin to Participate in the State of Illinois Bulk Salt Purchase from Compass Mineral America in the Amount of \$193,644.00, attached hereto and hereby made part hereof.

DATED this 4th day of January, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY22
22-416CMS-BOSS4-P-30920

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor’s execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

Yes

No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

Yes (IPG Certifications and Disclosures including FORMS B)

No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – “FORMS B” (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page

**STATE OF ILLINOIS
CONTRACT**

Central Management Services
JPMC Rock Salt Bulk, FY22
22-416CMS-BOSS4-P-30920

VENDOR

Vendor Name: Compass Minerals America Inc.	Address (City/State/Zip): 9900 W. 109 th St., Overland Park, KS 66210
Signature: 	Phone: 800-323-1641
Printed Name: Sean Lierz	Fax: 913-338-7945
Title: Sr. Manager Highway Sales	Email: highwaygroup@compassminerals.com
Date: September 20, 2021	Orders email: highwayorders@compassminerals.com

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 1000 E Converse St	
City, State ZIP: Springfield, IL 62702	
Official Signature: 	Date: 10/22/21
Printed Name: Janél L. Forde, Director	
Official's Title: by Krysti Rinaldi, Agency Purchasing Officer	

AGENCY USE ONLY

NOT PART OF CONTRACTUAL PROVISIONS

- Agency Reference #: 21-416CMS-BOSS4-R-89309
- Project Title: JPMC Rock Salt Bulk, FY22
- Contract #: 22-416CMS-BOSS4-P-30920
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy Reference #: 22-416CMS-BOSS4-B-24795
- BidBuy Publication Date: 9/9/21
- Award Code: A
- Subcontractor Utilization? Yes No Subcontractor Disclosure? Yes No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? Yes No Percentage:
- Minority Owned Business? Yes No Percentage:
- Women Owned Business? Yes No Percentage:
- Persons with Disabilities Owned Business? Yes No Percentage:
- Veteran Owned Small Business? Yes No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

- 1.1. **GOAL:** It is the intent of the State of Illinois to establish a Joint Purchase Master Contract for bulk rock salt on an as-needed basis during the contract period.

This Joint Purchase Master Contract (JPMC) may be utilized by all Governmental Units as defined in Section 5 of this Contract.

Note: Participation in this contract is based upon an annual survey that defines the BidBuy line items and additional participation in the resultant contract is not allowed.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. Rock Salt Specification Requirements:

1.2.1.1 Rock Salt shall comply with the requirements of The American Association of State Highway and Transportation Officials (AASHTO) SPECIFICATION M143, SODIUM CHLORIDE TYPE 1, GRADE 1.

1.2.1.2 Rock Salt shall be free flowing fresh stock, reclaimed or re-crushed rock salt will not be accepted and shall be rejected by delivery site.

1.2.2. **Quantity Commitments:** All participants who complete the annual survey will have the option to choose between a minimum of 80% or 100% purchase commitment and will be allowed a maximum of 120% purchase commitment as defined below. All minimum purchase commitments will be defined in the line item description within BidBuy.

1.2.2.1 Minimum 80% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 80%. That means that if the participant estimates a quantity of 100 ton, the participant is only obligated to order 80 ton. That is 80% of the estimated quantity. The participant shall have no further liability to the Vendor for further remaining quantities.

1.2.2.2 Minimum 100% Commitment: Some participants identified from the annual survey have chosen a minimum purchase commitment of 100%. That means that if the participant estimates a quantity of 100 ton, the participant is obligated to order 100 ton. That is 100% of the estimated quantity.

1.2.2.3 Maximum 120% Commitment: The Vendor shall agree to provide up to 120% of the bid quantity estimated tonnage at the same contract price.

That means that all participants who estimate a quantity of 100 ton can order up to 120 ton at the same contract price.

1.2.2.4 Quantities Exceeding 120% Maximum: In some instances, a participant may require quantities that would exceed the maximum commitment of the Vendor; in such instances, any delivery shall be made upon the mutual agreement of all parties.

1.2.2.5 Purchase Percentages for IDOT: The Illinois Department of Transportation (IDOT) has provided estimated quantities for individual locations. Quantities purchased from each Vendor shall be computed on a District by District basis (not by location). For example, if a Vendor has 2 locations in a District with estimated quantities of 100 and 200 tons with a minimum 80% commitment. Then the 80% commitment will be met once the $300(0.8) = 240$ tons has been purchased between the two locations. This may include all 240 tons purchased from one location.

1.2.3. Weights and Measures Requirements and Adjustments:

1.2.3.1 Weights and Measures: All measurements for weight shall be from scales meeting the requirements of The Weights and Measures Act of the State of Illinois. The Vendor shall provide accurate weights of materials delivered to governmental units. These weights shall be documented on delivery tickets which shall identify the source of the material, type of material, the date and time the material was loaded, the release number, the net weight, the tare weight, and the identification of the transporting vehicle.

The State reserves the right to conduct random, independent vehicle weight checks for salt deliveries. This will require that trucks occasionally be directed to a scale near the delivery point.

Should the vehicle weight check result in the net weight of material on the vehicle to exceed the net weight of material shown on the delivery ticket by 600 pounds or more, the State will document the independent vehicle weight check and immediately furnish a copy of the results to the Vendor. No adjustment in pay quantity will be made.

Should the vehicle weight check result in the net weight of material shown on the delivery ticket to exceed the net weight of material on the vehicle by the tolerance of 600 pounds or more, the State will document the independent vehicle weight check (IWC1), immediately furnish a copy of the results to the Vendor, and immediately perform a second

independent weight check (IWC2). If the second independent weight check is within the 600-pound tolerance, then a third independent weight check (IWC3) will be performed. If the third independent weight check is within tolerance, no pay adjustments will be made, and random independent weight checks will resume. If the second or third independent weight check confirms the net weight of the material shown on the delivery ticket exceeds the net weight of material on the vehicle by 600 pounds or more, the State will adjust the net weight shown on the delivery ticket for IWC1 to the checked delivered net weight as determined by the independent vehicle weight checks.

1.2.3.2 Method of Measurement: The State will also adjust the method of measurement for IWC2, IWC3 (when applicable) and subsequent truck loads using the same scale based on the out-of-tolerance independent weight checks. The net weight of rock salt delivered to the State from this source, will be adjusted by applying a correction factor "A" as determined by the following formula:

$$A = 1.0 - (B - C) / B; \text{ Where } A < 1.0 \text{ and } B - C > 600$$

Where: A = Adjustment factor
 B = Net weight shown on the delivery ticket from IWC1
 C = Net weight on the vehicle determined from
 independent weight check from IWC1

The adjustment factor will be applied as follows:
Adjusted Net Weight = A x Delivery Ticket Net Weight

The adjustment factor will be imposed until the cause of the deficient weight is identified and corrected by the Vendor to the satisfaction of the State. If the cause of the deficient weight is not identified and corrected within seven calendar days, the State reserves the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This action may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied weight adjustments.

At the Vendor's option, the vehicle may be weighed on a second independent Department of Agriculture certified scale to verify accuracy of the scale used for the independent weight check. The freight for this

additional weigh will be charged to the party that is proven to be negligent.

1.2.3.3 Deductions: The State reserves the right to assess, and apply if applicable, invoice deductions for the following:

Moisture Content: Deductions by percentage for moisture content based on total weight shall be determined by the following ranges:

Moisture Content (%)	Deduction in Price (Per Truckload)
0.00 TO 2.00	NO DEDUCTION
2.01 TO 2.50	10% DEDUCTION
2.51 TO 3.00	15% DEDUCTION
3.01 TO 3.50	20% DEDUCTION
3.51 TO 4.00	25% DEDUCTION
GREATER THAN 4.01	REJECTION OF LOAD

Sodium Chloride (NACL) Content: The State reserves the right to accept delivery of rock salt which, according to the analysis by The Illinois Department of Transportation, has a Sodium Chloride (NACL) content of less than 95.0 percent, but not less than 90.0 percent. When such reservation is applied, final payment will be made on the following basis:

- 1) When NACL content is between 94.0 and 94.9 percent, the price to be paid shall be the contract price less \$5.00 per ton.
- 2) When NACL content is between 90.0 and 93.9 percent, the price paid shall be contract price less \$10.00 per ton.
- 3) When the NACL content is less than 90.0 percent, the load will be rejected.

1.2.4 Ordering

1.2.4.1 Order Placement: Orders may be placed with the Vendor (Monday-Friday) via telephone, with a written electronic communication (e-mail) or fax confirmation to follow. All State agency orders will contain a purchase order generated from BidBuy in addition to an electronic communication (e-mail). Vendors shall arrange for immediate shipment upon receipt of order from an authorized participating agency representative.

All other governmental units will use their own purchase order system.

- 1.2.4.2 **Order Quantities:** Orders shall be scheduled in amounts that make up full (22-25 ton) truckloads, orders for less than truckload will not be accepted.
- 1.2.4.3 **Initial Orders:** The Illinois Department of Transportation requires Vendors to ship initial fill-up orders prior to October 31st of the current year. If this date has passed prior to execution, we ask that the Vendor(s) start shipping as soon as contract has been executed. Please see the attached file within BidBuy titled "Initial Orders". Vendor(s) shall notify each destination entity when initial shipments are to begin.
- 1.2.4.4 **Seasonal Orders:** Non-State agencies reserve the right to purchase up to 50% of the estimated order requirements prior to November 30th of the current year. Vendor shall notify each delivery point of when shipment is to begin.
- 1.2.4.5 **Order Timeline:** For an order placed prior to 9:00 a.m. on a given day, that day would be considered as the first calendar day of the seven (7) day delivery period. For an order placed after 9:00 a.m. on a given day, the day following would be considered as the first calendar day of the seven (7) day delivery period, or as amended by order guidelines in Section 1.2.4.6.
- 1.2.4.6 **Order Guidelines:** An agency may order up to 20% of their 100% contracted tonnage in any given week and Vendor shall deliver within 7 working days after receipt of order. Quantities ordered above the 20 percent threshold shall have an extended delivery time of one-working-day for each one percentage-point above the 20% guideline. For example, if an agency orders 25% of their awarded total 100 tons, delivery of the first 20 tons (20%) shall be within 7 working days after receipt of order and the remaining 5 tons shall be delivered within 12 working days after receipt of the order.
- 1.2.4.7 **Peak Season Orders:** After hours and weekend delivery arrangements are encouraged during severe seasonal weather events to provide Vendor additional ability to maintain a prompt order delivery schedule. Orders placed during peak season should be in accordance with projected requirements and not in excess of the order guidelines, thereby hindering a Vendor's ability to maintain a prompt order delivery schedule.
- 1.2.4.8 **Post Season Orders:** All orders for Rock Salt shall be placed by the end of July for the previous season's estimated usage. If the location does not

have adequate capacity to hold the rock salt, the Vendor may elect to add a storage charge per ton/day.

Storage Charge: \$ _____/ton/day

1.2.5. The Districts are defined as follows:

District 1: Counties of Cook, DuPage, Kane, Lake, McHenry, and Will.

District 2: Counties of Boone, Carroll, Henry, JoDavies, Lee, Ogle, Rock Island, Stephenson, Whiteside, and Winnebago.

District 3: Counties of Bureau, DeKalb, Ford, Grundy, Iroquois, Kankakee, Kendall, LaSalle, and Livingston.

District 4: Counties of Fulton, Henderson, Knox, Marshall, McDonough, Mercer, Peoria, Putnam, Stark, Tazewell, Warren, and Woodford.

District 5: Counties of Champaign, DeWitt, Douglas, Edgar, McLean, Piatt, and Vermilion.

District 6: Counties of Adams, Brown, Cass, Christian, Hancock, Logan, Macoupin, Mason, Menard, Montgomery, Morgan, Pike, Sangamon, Schuyler, and Scott.

District 7: Counties of Clark, Clay, Coles, Crawford, Cumberland, Edwards, Effingham, Fayette, Jasper, Lawrence, Macon, Moultrie, Richland, Shelby, Wabash and Wayne.

District 8: Counties of Bond, Calhoun, Clinton, Greene, Jersey, Madison, Marion, Monroe, Randolph, St. Clair and Washington.

District 9: Counties of Alexander, Franklin, Gallatin, Hamilton, Hardin, Jackson, Jefferson, Johnson, Massac, Perry, Pope, Pulaski, Saline, Union, White and Williamson.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. The Vendor will report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report. This report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) number, time period being reported, and must include the following:

PO Line Number, Quantity, Unit of Measure, and Delivery Address.

The report will be sent to the following email address:
CMS.BOSS.Sourcing@illinois.gov.

1.3.2. Stockpile and Order Status Reports: Vendor shall provide stockpile and order status reports upon request and as requested to CMS Bureau of Strategic Sourcing for use in its contract administration effort. Failure to comply in timely manner may be considered a breach of contract.

1.3.3. Delivery Invoices: Vendor invoices shall show the date orders were placed with the Vendor and the dates and amounts of salt delivered.

1.4. VENDOR / STAFF SPECIFICATIONS:

1.4.1. Vendor Meetings:

1.4.1.1 The Vendor shall participate in a pre-season meeting with IDOT Central Bureau of Operations. This meeting will be scheduled after the execution of the contract(s).

1.4.1.2 The Vendor shall participate in weekly calls with IDOT Central Bureau of Operations throughout the winter season.

1.4.1.3 The Vendor shall participate in a post-season meeting with IDOT Central Bureau of Operations that will be scheduled between April to June.

1.4.2. Stockpile and Delivery Performance:

1.4.2.1 Delivery Performance: Freezing of waterways and the impact on delivery must be reasonably anticipated by the Vendor and is not a cause to claim Force Majeure.

1.4.2.2 STOCKPILE AVAILABILITY: Successful Vendors shall have stockpiles of Rock Salt in Illinois or near its boundaries in quantities that are sufficient to satisfy the State of Illinois contractual requirements and stockpile staging requirements shall be as follows:

- a. 100% at upper MISSISSIPPI RIVER STOCKPILE locations, DISTRICT-1, DISTRICT-2, DISTRICT-3, and DISTRICT-4 by December 1st.
- b. 50% at all other Downstate Stockpile locations by December 1st and 100% by January 1st.

Such stockpiles must be near enough to delivery points to allow for timely delivery as required by the State of Illinois contractual requirements.

Vendors may also be required to furnish a list of rock salt commitments against these stockpiles as a result of other contractual agreements.

1.4.2.3 STOCKPILE INSPECTIONS: The State reserves the right to inspect and/or test the rock salt provided at the Vendor's stockpile points or at the salt storage facility destination, whichever is most convenient to the State.

1.4.2.4 VENDOR NOTIFICATION – Illinois Waterway Consolidated Lock Closures: Various lock closures will be occurring on the Illinois waterway over the next few years. Vendors should prepare accordingly and thereby such is not a cause to claim Force Majeure. Information on the lock closures including scheduling can be found at:

<https://www.mvr.usace.army.mil/Missions/Navigation/Navigation-Status/>

1.4.3. Vendor must be registered in BidBuy before entering into the resulting Contract with the State of Illinois.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1. Delivery Time: Deliveries are to be made within seven (7) working days, or as extended by order guidelines in Section 1.2.4.6. For all orders placed by contract participants on or after December 1 and prior to May 1st of any year, order delivery performance shall be subject to application of Liquidated Damages as stated in Section 1.5.10 below.

1.5.2. Delivery Schedule: Salt order deliveries will be accepted only during regular workdays (Monday thru Friday) and work hours (7:30 a.m. - 3:30 p.m.) excluding

state holidays, except where special arrangements are made in advance with an appropriate representative at the delivery site.

- 1.5.3. Delivery Locations: All delivery locations are listed within each line item in BidBuy. Specific delivery notes for other governmental units will be given at the time of order.
- 1.5.4. Payment of Tolls: The Vendor shall be required to pay the full amount of tolls, if any, incurred during the duration of the contract. Said tolls will not be refunded by the ordering agency.
- 1.5.5. Delivery Tickets: Each delivery ticket shall be a direct entry (no manual entries) certified scale ticket indicating gross, tare, and net weight of each truckload of rock salt. Unless otherwise directed, delivery ticket must also be signed by an authorized agency representative at the delivery location point to verify that agency has accepted the material. The Vendor shall include the release order number and the date of delivery on each delivery ticket. The Vendor shall ensure all weights and measures shown on all tickets are correct.
- 1.5.6. Delivery Requirements: All truck loads shall be covered with approved weatherproof material. Vendor shall ensure the delivery person inspects the inside of the trailer and all salt is removed from the trailer before leaving a delivery point. Pre-loading trucks prior to the date of delivery is not allowed and may be rejected at the delivery site. In the event any agency discovers preloaded rock salt already dumped at its location, the salt may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of the original order
- 1.5.7. Delivery Method: All deliveries will be on the basis of the "End-Dumping" method. Vendors shall be governed by the specific delivery instructions, as to unloading point, issued by an applicable agency when they place their order for a particular location.
- 1.5.8. Weights and Measures: Governmental units reserve the right to require that trucks may occasionally be directed to a scale in the vicinity of the delivery point as a check on delivered truckloads. The governmental units reserve the right to take action to remedy Vendor's failure to provide accurate weights and measures.
- 1.5.9. Foreign Materials: All truck loads shall be free of any foreign material such as mud, rocks, grader teeth, wood, tarpaulins, etc. or the load may be rejected. In the event any agency discovers foreign material in truckloads of rock salt already

dumped at its location, the salt and foreign matter may be reloaded onto the cartage hauler's truck by the agency and returned for credit and the Vendor shall immediately ship a conforming load of replacement Rock Salt, or at agencies' option to issue a refund consistent with the dollar amount of original order.

1.5.10. Damages: Governmental units reserve the right to take action against Vendor delivery failure as follows:

Liquidated Damages: From December 1 through May 1 of the current season, if the Vendor is unable to make delivery within the authorized delivery time, the governmental units shall assess and have the right to retain as Liquidated Damages, and not as a penalty, 5 percent per working day on the undelivered portion of the order, but not to exceed 50 percent of the total order. Governmental units and Vendor agree that at the time of contracting, the amount of actual damages is uncertain. Governmental units and Vendor further agree that the amount of Liquidated Damages in this Section is reasonable and bears relation to the damages which may be sustained in the event of a breach.

Delivery Failure Damages: If after seven (7) days' assessment of Liquidated Damage claims, a Vendor has still failed to deliver as required, governmental units reserve the right to immediately, and without notice to Vendor, take action to remedy Vendor failure. This may include the termination of the order and purchase of salt from other sources, or other action to ensure ice control availability for public safety purposes. Note that any or all additional costs may be collected from the original Vendor, in addition to the applied Liquidated Damages.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.6. SUBCONTRACTING

Subcontractors are allowed.

1.6.1. Will subcontractors be utilized? Yes No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of \$50,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors must include Standard Certifications completed and signed by the subcontractor.

1.6.2. Please identify below subcontracts with an annual value of \$50,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Please see Attached list.

Amount to Be Paid:

Address:

Description of Work:

- Subcontractor Name:

Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3. All contracts with the subcontractors identified above must include the Standard Certifications completed and signed by the subcontractor.

1.6.4. If the annual value of any the subcontracts is more than \$50,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.5. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7. SUCCESSOR VENDOR

Yes No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service

contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

- 1.8. WHERE SERVICES ARE TO BE PERFORMED:** Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: Please see attached list.

Value of services performed at this location: Please see attached list.

2. PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the format shown below, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Enter the cost per unit of measurement on the line items in BidBuy.

2.2 **TYPE OF PRICING:** The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 **EXPENSES ALLOWED:** Expenses are not allowed.

2.4 **DISCOUNT:** The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 **VENDOR'S PRICING:** For procurements conducted in BidBuy, the State may include in this Contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3. TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of up to one (1) year commencing upon the last dated signature of the Parties to September 30, 2022.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State’s satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State’s written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4. STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

- 4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.
- 4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of \$1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of \$15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.
- 4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.
- 4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (<http://www.state.il.us/agency/idol/index.htm>) to ensure understanding of prevailing wage requirements.
- 4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 **ASSIGNMENT:** This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 **SUBCONTRACTING:** For purposes of this section, subcontractors are those specifically hired to perform all, or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the subcontractor certifications as shown on the Standard Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of

money that each new or replaced subcontractor will receive pursuant to the Contract. 30 ILCS 500/20-120.

- 4.4 AUDIT/RETENTION OF RECORDS:** Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of: the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.
- 4.5 TIME IS OF THE ESSENCE:** Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.
- 4.6 NO WAIVER OF RIGHTS:** Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.
- 4.7 FORCE MAJEURE:** Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.
- 4.8 CONFIDENTIAL INFORMATION:** Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of

Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

- 4.9 USE AND OWNERSHIP:** All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.
- 4.10 INDEMNIFICATION AND LIABILITY:** The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

- 4.11 INSURANCE:** Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of \$1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and \$2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of \$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.
- 4.12 INDEPENDENT CONTRACTOR:** Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.
- 4.13 SOLICITATION AND EMPLOYMENT:** Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.
- 4.14 COMPLIANCE WITH THE LAW:** The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.
- 4.15 BACKGROUND CHECK:** Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.
- 4.16 APPLICABLE LAW:**
- 4.16.1 PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.
- 4.16.2 EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.
- 4.16.3 COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of

Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (www.ilga.gov/legislation/ilcs/ilcs.asp).

- 4.17 ANTI-TRUST ASSIGNMENT:** If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract, then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.
- 4.18 CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.
- 4.19 EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.
- 4.20 NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.
- 4.21 MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 PERFORMANCE RECORD / SUSPENSION: Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with

this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

The Vendor is required to report to Central Management Services – Bureau of Strategic Sourcing (BOSS) an annual report on the hiring of Veterans and Ex-Offenders, this report must be sent by September 30th of every year. The report shall be attached and sent to the following email address: CMS.BOSS.Sourcing@illinois.gov.

5. STATE SUPPLEMENTAL PROVISIONS

Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

Required Federal Clauses, Certifications and Assurances

Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than \$200 per month or \$2,000 per year) 30 ILCS 500/25-60.

Agency Specific Terms and Conditions

5.3. The Chief Procurement Officer for General Services makes this Joint Purchase Master Contract available to all governmental units.

5.4. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this Joint Purchase Master Contract for the items in this Joint Purchase Master Contract to all governmental units.

5.5. The supplies or services subject to this Joint Purchase Master Contract shall be distributed or rendered directly to each governmental unit.

5.6. Vendor shall bill each governmental unit separately for its actual share of the costs of the supplies or services purchased.

5.7. The credit or liability of each governmental unit shall remain separate and distinct.

5.8. Disputes between vendors and governmental units shall be resolved between the affected parties.

5.9. All terms and conditions in this Joint Purchase Master Contract apply with full force and effect to all purchase orders.

Other (describe)

5.10. COVID-19 PROTECTIONS: In response to the COVID-19 pandemic, Governor J.B. Pritzker issued Executive Order 2021-22 and 2021-23. These Executive Orders mandate certain contractors shall use face coverings, have COVID-19 vaccinations, or undergo testing for

COVID-19 when in indoor public places, Health Care Facilities, Schools, Institutions of Higher Education, and State-owned and operated congregate facilities. Vendor shall adhere to the requirements of these Executive Orders as applied by the Agency. The Agency may also implement vaccination or testing requirements that exceed those in the Executive Orders.

Illinois State Bid Subcontractors Totals for Handling and Hauling

Solicitation

21-416CMS-BOSS4-B-24795

CMP - Form 1.6.2

Service Depot	Depot Spend	Freight & Fuel Spend	Vendor Addresses	Forms
Chicago, IL				
Calumet Transload	\$1,722,000		10730 Burley Avenue, Chicago, IL 60617	B
5 Star Hauling		\$800,000	14210 Kenton Ave, Crestwood, IL 60418	B
5366 Logistics		\$640,000	4501 US-12, Richmond, IL 60071	B
Sunset		\$175,000	1320 S Virginia, Crystal Lake, IL 60014	A
Truck King Hauling Contractors, Inc.		\$3,200,000	4600 W 48th St, Chicago. IL 60632	B
Keokuk, IA				
Roquette American Services Inc.	\$110,000		2301 Twin Rivers Road, Keokuk, IA 52632	A
97 Grain and Trucking- dba Midwest Express		\$56,000	10060 E 350 Macomb, IL 61455	B
Commanche, IA				
ADM	\$270,000		1419 N Washington Blvd, Comanche, IA 52730	A
ADM- Transport		\$370,000	4666 Faries Parkway Decatur, IL 62526	A
Louisiana, MO				
Wayne B Smith	\$148,000		10415 Hwy 79, Louisiana, MO 63353	B
George Potterfield Trucking		\$338,000	207 County Line Road, Monroe City, MO 63456	B
Metropolis, IL				
Kotter Ready Mix	\$95,000		1200 E 2nd Street, Metropolis, IL 62960	B
Kotter Ready Mix		\$183,000	1200 E 2nd Street, Metropolis, IL 62960	B
Milwaukee, WI				
Compass Minerals	\$404,000		2001 S Lincoln Memorial, Milwaukee, WI 53207	Compass Form B
CLK Systems Inc		\$261,000	39882 N Mauser Dr Wadsworth, IL 60083	B
Portland		\$104,000	98 E Shore Drive, Random Lake, WI 53075	A
PJ's Trucking		\$104,000	W125S9861 N Cape Road, Muskego, WI 53150	B
Zizzo's		\$104,000	3000 Sheridan Rd., Kenosha, WI 53140	B
Mt. Vernon, IN				
Mulzer Crushed Stone	\$61,000		10700 Hwy 69 S, Mt. Vernon, IN 47620	B
Mulzer Crushed Stone		\$74,900	10700 Hwy 69 S, Mt. Vernon, IN 47620	B
St. Louis, MO (Beelman)				
Beelman Terminal	\$472,000		210 Bremen Ave., Venice, IL 62090	B
Beelman Logistics		\$478,000	#1 Racehorse Drive, E. St. Louis, MO 62205	B
St. Louis, MO (Oakley)				
Bruce Oakley	\$13,000		1 Angelica St. St. Louis, Mo 63353	B
George Potterfield Trucking		\$13,698	207 County Line Road, Monroe City, MO 63456	B
Dubuque, Ia				
Peavey Co, Gavilon Grain	\$25,000		505 East 7th St, Dubuque, IA 52001	Less than \$50K
All Seasons Trucking		\$35,000	7750 Windy Ridge Dubuque, IA 52003	Less than \$50K
Rock Island, Il				
Alter- Rock Island River Terminal	\$291,000		7th Ave MILI Street Rock Island, IL 61201	Subcontractor will submit Forms post bid
Overland Systems		\$368,000	13631 110th Ave Davenport, IA 52804	Subcontractor will submit Forms post bid
Henry - Middle River Marine				
Henry - Middle River Marine	\$268,000		1440 County Road 1500 E, Henry, IL 61537	A
Ozinga Transportation, Inc.		\$485,000	1440 County Road 1500 E, Henry, IL 61537	A
Lemont - Middle River Marine				
Lemont - Middle River Marine	\$309,000		11400 Old Lemont Road, Lemont, IL 60439	A
Ozinga Transportation, Inc.		\$293,600	11400 Old Lemont Road, Lemont, IL 60439	A
Ottawa - Ottawa Barge Terminal				
Ottawa - Ottawa Barge Terminal	\$205,000		1365 N 2803 RD OTTAWA, IL 61350	A
Wiesbrock Trucking		\$296,000	1748 E. 950th Road (PO Box 197) Leonore, IL 61335	A

*All \$'s are subject to change based on contract award



2022 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Landscape Concept Management for the Annual Tree Pruning Project in the Amount of \$150,000.00, attached hereto and hereby made part hereof.

DATED this 4th day of January, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE AGREEMENT - CONSTRUCTION (Small Projects – Labor & Materials)

Date: 12/21, 20 21

Purchase Order No. N/A

Project: Tree Trimming	Location: Village of Algonquin
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Originating Department:

Owner	Contractor/Vendor	Architect/Engineer
Village of Algonquin Address: 110 Meyer Drive, Algonquin, IL 60102 Phone: 847-658-2700 x4402 Fax: 847-658-2759 Contact: Robert Mitchard, III	Name: Landscape Concepts Management Address: 31745 N Alleghany Rd Grayslake, IL 60030 Phone: 847-223-3800 Fax: Contact:	Name: N/A Address: Phone: Fax: Contact:

PREVAILING WAGE NOTICE: This contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF WORK: The Contract Price of the Work under this Purchase Agreement is \$ 149,840.00.

SCOPE OF WORK: Furnish the Work/items described below in accordance with the following plans and specifications:

- Q General Contract, dated _____, __
- Q Specification No(s): _____, dated _____, __
- Q Plans dated : _____
- Q Addendum No(s): _____
- Q Other: Extension of contract from 2021

The following prices shall remain in effect for the duration of project:

QUANTITY	UNIT OF MEASURE	DESCRIPTION/ITEMS	LUMP SUM UNIT PRICE	EXTENSION
1	N/A	Tree Trimming	\$ 149,840.00	\$ 149,840.00
			TOTAL	\$ 149,840.00

NOTES:

- 1) _____
- 2) _____

WARRANTIES and INDEMNIFICATION: Contractor/Vendor agrees to provide the following warranties for the Work: (a) all workmanship to be warranted for a period of one (1) year - manufacturer warrants material; and (b) all other warranties contained elsewhere in the Contract Documents or Supplemental Conditions hereto. Further, **CONTRACTOR/VENDOR SHALL FULLY INDEMNIFY AND SAVE THE VILLAGE OF ALGONQUIN HARMLESS FROM ALL CLAIMS, LIENS, FEES, AND CHARGES, AND THE PAYMENT OF ANY OBLIGATIONS ARISING THEREUNDER, pursuant to the provisions in the Supplemental Conditions hereto.**

CONTRACT TIMES: Contractor/Vendor agrees to commence Work within forty-eight (48) hours of receipt of the Owner’s Notice to Proceed, and to complete the Work no later than April 30, 2022 (N/A) days after commencing the Work. Time is of the essence.

THE TERMS OF THIS PURCHASE AGREEMENT AND THE ATTACHED SUPPLEMENTAL CONDITIONS ARE THE ENTIRE AGREEMENT BETWEEN THE VILLAGE/OWNER AND VENDOR. No payment will be issued unless a copy of this Purchase Agreement is signed, and dated and returned to the Owner. Material certifications/test reports required. All domestic material, unless otherwise specified. Purchase exempt from sales and/or use taxes.

ACCEPTANCE OF PURCHASE AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement the day and year written below.

CONTRACTOR/VENDOR:

PURCHASER: Village of Algonquin

By: _____
Authorized Vendor Representative

Title:

Dated: _____

SUPPLEMENTAL CONDITIONS

1. Acceptance of Purchase Agreement: The Purchase Agreement is an offer to contract, buy or rent and not an acceptance of an offer to contract, sell or rent. Acceptance of this Purchase Agreement is expressly limited to the terms hereof, and in the event that Contractor/Vendor's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Purchase Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Purchase Agreement may be accepted by the commencement of any Work hereunder or the delivery of any goods herein ordered, and, in any event, shall be deemed accepted in its entirety by Contractor/Vendor unless Owner is notified to the contrary within ten (10) days from its date of issue.

2. Amendment, Modification or Substitution: This Purchase Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by Owner. No proposals or prior dealings of the parties or trade custom not embodied herein shall alter the interpretation or enforcement of this Purchase Agreement.

3. Familiarity With Plans; Qualifications: Contractor/Vendor acknowledges that it (a) has examined the site of the proposed Work and is familiar with the conditions surrounding same; and (b) has examined the plans and drawings, and has studied and is aware of, and satisfied with, the requirements of the Contract Documents. Contractor/Vendor represents to Owner that it is fully experienced and properly qualified as an expert to perform the class of work provided for herein, and that it is properly equipped, organized and financed to handle such work. Contractor/Vendor shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of Owner, and shall hold Owner free and harmless from all liability, costs and charges by reason of any act or representations of Contractor/Vendor, its agents or employees.

4. Workmanship; Safety: All Work shall be performed by Contractor/Vendor in a neat, skillful and workmanlike manner, and all materials furnished by Contractor/Vendor shall be new and of the best description and quality of their respective kinds, unless otherwise specified and ordered by Owner in writing. All Work and/or materials shall be subject to the inspection and approval of the Owner, its engineers and representatives. Contractor/Vendor is responsible for its own and its employees' activities on the jobsite, including but not limited to, the methods of work performance, superintendence, sequencing of work, and safety in, on or about the jobsite area in which it is performing the Work under this Purchase Agreement. Owner and Contractor/Vendor shall not require any laborer or mechanic employed in performance of this Purchase Agreement to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to his health or safety, as determined under applicable federal and Illinois construction safety and health standards

5. Extra's and Change Orders: No claim by Contractor/Vendor that any instructions, by drawing or otherwise, constitute a change in Contractor/Vendor's performance hereunder, for which Contractor/Vendor should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Contractor/Vendor shall have received a written supplement to this Purchase Agreement authorizing such performance signed on behalf of Owner by a person have actual authority to do so. No claim for additional compensation on the basis that Contractor/Vendor has incurred any expense by reason of any act or failure to act or Owner or its contractor, subcontractor, materialmen or any other party shall be valid unless made in writing within 30 days of the alleged act or failure to act and approved by Owner, provided, however, that if the Contractor/Vendor should be delayed in furnishing the articles, items, equipment or materials (hereinafter sometimes referred to as "goods") or services or Work (hereinafter sometimes referred to as "Work") ordered herein, by the omission, neglect or default of Owner, its agents or employees, Contractor/Vendor shall be entitled to no additional compensation or damages for such delay, and shall be entitled only to an extension of time for a period equal to the time lost as a result of the aforesaid causes, determined by Owner. Any charges for extra not so authorized will not be paid.

6. Inspection and Acceptance: Owner shall have the right at all reasonable times to inspect and test all goods, materials or Work furnished by Contractor/Vendor and all Work performed or furnished by Contractor/Vendor. Notwithstanding any prior inspection, the passage of title or any prior payment, all goods, material and Work furnished thereunder are subject to final inspection and acceptance by Owner at its job site. If, after inspection, Owner rejects any goods furnish by Contractor/Vendor thereunder, Owner may, at its election, return those goods to Contractor/Vendor at Contractor/Vendor's expense, including the cost of any inspection and testing thereof. If Contractor/Vendor fails to proceed promptly with the correction or replacement of any rejected goods or Work, Owner may replace or correct such items or Work by purchase or manufacture and charge the cost incurred thereby to Contractor/Vendor or terminate this Purchase Agreement for default in accordance with paragraph 12 herein. By inspecting and not rejecting any goods and Work furnished thereunder, Owner shall not be precluded thereby from subsequently revoking its acceptance thereof if the goods or Work are later discovered to be nonconforming with this Purchase Agreement or the specifications and drawings applicable hereto, even if the defect does not substantially impair value to Owner.

7. Taxes, Delivery, Risk of Loss: Unless indicated to the contrary on the face hereof, it shall be the responsibility of Contractor/Vendor to arrange for and complete delivery of all goods or materials. If the goods or materials furnished thereunder are equipment, Contractor/Vendor shall give Owner two (2) working days' advance notice of delivery. All goods or materials furnished by Contractor/Vendor should be shipped in the manner and at the times indicated on the face hereof at the expense of Contractor/Vendor, it being understood that the risk of loss with respect to such goods is with Contractor/Vendor until such goods

come into the actual possession of Owner, regardless of the mode of delivery or earlier passage of title. This project is tax exempt. The Owner's tax-exempt number is **E 9995 0855 05**.

8. Payment: Owner will make partial payments to the Contractor/Vendor from time to time for the Work performed and the materials furnished by the Contractor/Vendor. Provided, however, in no event shall Owner be obligated to pay Contractor/Vendor any sum that exceeds the Contract Price absent a written change order executed by Owner.

8.1 Prior to issuance of any payments by the Owner to the Contractor/Vendor, the Contractor/Vendor shall furnish to the Owner (in a form suitable to the Owner) an application for the payment then due, together with receipts, waivers of claim and other evidence showing the Contractor/Vendor's payments for materials, labor and other expense incurred in the Contractor/Vendor's Work hereunder. The Owner will, at all times, be entitled to retain ten percent (10%) of all monies due and owing to the Contractor/Vendor as a part security for the faithful performance of this Agreement. This ten percent (10%) so withheld will not be paid to the Contractor/Vendor until the Owner has issued to the Contractor/Vendor a final acceptance of the Project.

8.2 Owner may withhold the whole or any part of any payment due to the Contractor/Vendor to the extent necessary to protect and indemnify the Owner from loss on account of (a) defective Work not remedied; (b) claims filed or reasonable evidence indicating probable filing of claims; (c) failure of the Contractor/Vendor to make payments promptly for material or labor; or (d) Contractor/Vendor's failure to furnish Owner with all written warranties and operational manuals for the Work.

8.3 Contractor/Vendor hereby authorizes the OWNER (1) to deduct from any amount due or becoming due the Contractor/Vendor under this Agreement for all amounts owing from the Contractor/Vendor to (a) the Owner for back-charges or services furnished for the account of the Contractor/Vendor; (b) the Owner for damages sustained whether through negligence of the Contractor/Vendor or through failure of the Contractor/Vendor to act as may be otherwise detailed herein; (c) materialmen; (d) subcontractors; (e) laborers; and (f) others for services and materials furnished to the Contractor/Vendor for the Work performed under this Agreement, and (2) to apply the amount so deducted to the payment of said materials, services, damages or back-charges applying such monies so available in the Agreement hereinbefore set forth.

8.4 Owner, without invalidating this Agreement, may make changes by altering, adding to or deducting from the Work to be performed. The value of any such changes will be determined as follows: (a) by the unit prices named in this Agreement, if any; or (b) by agreement in writing between the Owner and the Contractor/Vendor as to the value of the time and materials for the changes in the Work. In any event, the Contractor/Vendor will keep and present, in any form as the Owner may direct, a correct account of the net cost of any extra labor and materials, together with vouchers referring to the same.

8.5 Notwithstanding the payment in full for the Work hereunder, the Contractor/Vendor will be liable to repair or replace any imperfect workmanship or other faults; and if the Contractor/Vendor fails to repair or replace the imperfect workmanship or other faults, the Owner may do the Work and recover from the Contractor/Vendor the cost and expense thereof. No payment on account will be construed or considered as an approval of the Work for which payment is made.

9. Contractor/Vendor Warranty: Contractor/Vendor warrants in addition to all warranties which are imposed or implied by law or equity that all materials and Work furnished thereunder (a) shall conform to any specifications and drawings applicable to this Purchase Agreement; (b) shall be merchantable and of good quality and workmanship; (c) shall be fit for the purpose intended as well as the propose for which such goods, materials or Work are generally used; and (d) except for rented equipment, shall be free from defects for a period of one (1) year, or such longer period as is specified in the Scope of Work or Contract Documents, from the date such Work is performed or such materials are utilized or installed, and if installed as part of a structure or utilized equipment, for one (1) year or such longer period as is specified in the Contract Documents, from the date any such goods, materials or Work hereunder is accepted in writing by Owner. Contractor/Vendor expressly agrees that the statute of limitations with respect to Contractor/Vendor's warranties shall begin to run on the date of acceptance by Owner.

10. Insurance and Bonds:

10.1 Contractor/Vendor shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its work and all obligations under this Purchase Agreement, and shall name the Owner as an additional insured on its commercial liability insurance policies for Contractor/Vendor operations under this Purchase Agreement. Liability insurance limits shall be in such amounts and include such coverages as set forth in the VILLAGE OF ALGONQUIN PURCHASE ORDER INSURANCE REQUIREMENTS attached to this Agreement. Contractor/Vendor shall furnish the Village with a certificate of insurance and such other documentation (including a copy of all or part of the policy) to the Village at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Village deems necessary to establish compliance with this provision.

10.2 Contractor/Vendor shall furnish and pay for surety bonds and with surety or sureties satisfactory to Owner, guaranteeing the full performance of all of the conditions and terms hereof and guaranteeing that Contractor/Vendor shall promptly pay for all labor, materials, supplies, tools, equipment and other charges or costs of Contractor/Vendor in connection with the Work. Such performance and payment bond shall be in an amount determined by Owner.

10.3 Breach of this paragraph is a material breach subject to immediate termination.

11. Indemnity: Contractor/Vendor hereby agrees to indemnify, and hold the Owner, its directors, officers, employees, successors and assigns harmless from any and all claims, demands, liability, loss, damage, fines, penalties, attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of the Contractor/Vendor or those working at their direction.

Further:

11.1 Contractor/Vendor acknowledges that should any items or Work furnished hereunder prove defective, including damage to Owner supplied or constructed items, equipment or machinery, or if Contractor/Vendor is charged with any violation of any state or federal laws or regulations, the Owner shall be entitled to recover damages for breach of this Agreement, including but not limited to consequential damages, penalties, taxes or assessments (including punitive damages), costs and attorney's fees.

11.2 In any and all claims against Owner or any of its agents or employees, by any employee of Contractor/Vendor, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor/Vendor under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Contractor/Vendor assumes the entire liability for its own negligence, and as part of this Agreement waives all defenses available to Contractor/Vendor as an employer which limit the amount of Contractor/Vendor's liability to Owner to the amount of Contractor/Vendor's liability under any workers compensation, disability benefits or employee benefit laws.

12. Patents: Contractor/Vendor warrants that (a) goods furnished thereunder, and the sale and use thereof, shall not infringe any valid United States patent or trademark; and (b) Contractor/Vendor shall indemnify Owner for its costs to defend any suit instituted against Owner, its agents or customers, charging infringement of any United States patent or trademark by virtue of the possession, use or sale of any goods furnished thereunder is enjoined because of patent infringement. Contractor/Vendor within a reasonable amount of time shall at Contractor/Vendor's expense procure for Owner its agents or customer, the right to continue using such goods with non-infringing goods or modify such goods so that they become non-infringing or remove such goods and refund to Owner any sums paid therefore, including transportation and installation charges.

13. Cancellation: Time of delivery of this Purchase Agreement is of the essence and Owner may, by written notice of default to Contractor/Vendor, cancel the whole or any part of this Purchase Agreement (a) if Contractor/Vendor fails to make delivery of the goods or perform the services within the time specified herein or any extensions thereof; or (b) if Contractor/Vendor fails to perform or so fails to make progress as to endanger performance thereunder, and in either circumstance does not cure such failure within a period of two (2) days after receipt of notice from Owner specifying such failure. Owner, by written notice to Contractor/Vendor, may cancel the whole or any part of this Purchase Agreement when it is in the best interest of Owner or when Owner has been notified of modification of the specifications pertaining thereto. If this Purchase Agreement is so canceled, the Contractor/Vendor shall be compensated as follows: (a) for materials delivered and services performed, the reasonable value as part of the Contract Price; (b) for materials not identified to this Purchase Agreement and service not performed, no compensation; and (c) for Contractor/Vendor's lost profits or incidental or consequential loss, no compensation.

14. Remedies: Contractor/Vendor shall, for the duration of its warranties under paragraph 9 herein, at the discretion of Owner and at the expense of Contractor/Vendor, replace, repair and insure any and all faulty or imperfect goods, materials or Work furnished or performed by Contractor/Vendor thereunder. In the event Contractor/Vendor fails to do so, Owner may furnish or perform the same, and may recover from Contractor/Vendor the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of inspection, testing, removal, replacement, re-installation, destruction of other materials resulting there from, any increased cost or expense to Owner in its performance under contracts with others, and reasonable attorneys fees incurred by the Owner in connection with Vendor's default and Owner's enforcement of its rights under this Purchase Agreement. The foregoing remedies shall be available in addition to all other remedies available to Owner in equity or at law including the Uniform Commercial Code.

15. Compliance With Laws: During the performance hereunder, Contractor/Vendor agrees to give all notices and comply with all Laws and Regulations of the United States and/or the State of Illinois applicable to the performance of the Work, including but not limited to those Laws and Regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable Laws and Regulations, Owner shall not be responsible for monitoring Contractor/Vendor's compliance with any Laws or Regulations.

16. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Purchase Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Agreement.

17. Records, Reports and Information: Contractor/Vendor agrees to furnish Owner with reports and information regarding the Work performed under this Purchase Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Contractor/Vendor and the results thereof. Contractor/Vendor agrees to maintain records, documents, and other evidence which will accurately show the time spent and Work performed under this Purchase Agreement for a minimum period of five (5) years after completion of the Work, and such records shall be subject to audit by the Owner upon reasonable advance notice to Contractor/Vendor on a mutually agreed date and time.

18. Tobacco Use: Contractor/Vendor, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on designated Village campuses, both indoors and outdoors, in Village-owned vehicles and in privately-owned vehicles parked on campus property at any time, including non-working hours. Designated Village campuses consist of the William J. Ganek Municipal Center, Historic Village Hall, Public Works Facility, Wastewater Treatment Plant, Water Treatment Plants, and Pumping Stations. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

19. Assignment: Contractor/Vendor shall not assign this Purchase Agreement without written consent of Owner. Owner may unilaterally assign its rights under this Purchase Agreement upon reasonable notice to Contractor/Vendor.

20. Waiver: Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Contractor/Vendor and Owner with respect to such future performance shall continue in full force and effect.

21. Controlling Law, Severability: The validity of this Purchase Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Purchase Agreement. If any provision or requirement of this Purchase Agreement is declared or found to be unenforceable that balance of this Purchase Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

22. Arbitration. Any controversy or claim arising out of or relating to this Purchase Order, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules or JAMS Dispute Resolution, as determined in the exclusive discretion of the Owner, at the Village of Algonquin Village Hall or Public Works Department, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The parties agree that an arbitration award by default may be entered upon the party failing to appear or defend itself in any arbitration proceeding.

23. Recovery of Fees. In the event of arbitration of this Purchase Order between the parties, or litigation of this Purchase Order, the non-prevailing party, as determined by the arbiter or court, shall pay all expenses incurred by the prevailing party, including, but not limited to (a) attorneys' fees, (b) filing costs, (c) witness fees, and (d) other general expenses of arbitration or litigation.

CONTRACTOR/VENDOR:

Date



2022 - R - ____
VILLAGE OF ALGONQUIN
RESOLUTION

BE IT RESOLVED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, KANE AND MCHENRY COUNTIES ILLINOIS: that the Village President is authorized to execute an Agreement between the Village of Algonquin and Strand Associate's Inc. Adding Certain Items to the High Hills Subdivision Scope of Work in the Amount of \$72,263.00, attached hereto and hereby made part hereof.

DATED this 4th day of January, 2022

APPROVED:

(seal)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

VILLAGE OF ALGONQUIN PURCHASE ORDER AGREEMENT - CONSULTANT (Services)

Effective Date:

Purchase Order Agreement No. N/A

The Owner and Vendor enter into this Purchase Order Agreement as of the Effective Date set forth above and mutually agree to all the provisions of this Purchase Order, its Terms and Conditions and all attached Schedules. **The Agreement between the parties consists of: This Purchase Order and the attached Terms and Conditions; Schedule A – Scope of Services and Compensation and Schedule B - Insurance .**

No additional or contrary terms stated in the Vendor's acknowledgment or other response shall be deemed a part of this Agreement.

Project: Village of Algonquin, Professional Consulting Services For High Hills Road Imprv Engineering	Location: Village of Algonquin
Originating Department: Village of Algonquin Public Works	
Owner	Consultant
Village of Algonquin Address: 2200 Harnish Drive Algonquin, IL 60102 Contact: Michele Zimmerman, Assistant Public Works Director Phone: 847-658-2754, ext. 4401 Email: mzimmerman@algonquin.org	Name: Strand Associates, Inc. Address: 1170 S. Houbolt Road Joliet, IL 60431 Contact: Marc Grigas Phone: 815-744-4200 Email: marc.grigas@strand.com

PREVAILING WAGE NOTICE: If this box is checked, this contract calls for the construction of a “public work,” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 *et seq.*, which requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the current “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. The Department publishes the prevailing wage rates on its website at <http://www.state.il.us/agency/idol/rates/rates.HTM>. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this contract must comply with all requirements of the Act, *including but not limited to*, all wage, notice and record keeping duties.

COST OF SERVICES: The Contract Price of the Services under this Agreement is:

Lump Sum: _____ Other: _____ **X Unit Price as set forth below: \$187,848.33**

UNIT PRICE	UNIT OF MEASURE	DESCRIPTION/ITEMS	CONTRACT SUM EXTENSION
\$72,263.00	1	Professional Consulting Services for Engineering Design	\$72,263.00

Unless otherwise specified, the Scope of the Services and Contract Price are for the duration of Project.

TERM/COMPLETION DATE: The effective date of this Agreement shall be as stated at the top of this page. The completion date, if any, is June 30, 2022.

ACCEPTANCE OF AGREEMENT: The parties, for themselves, their heirs, executors, administrators, successors and assigns, do hereby agree to the full performance of all terms and provisions herein contained. IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year written below.

Strand Associates, Inc. _____ (Consultant):

VILLAGE OF ALGONQUIN

By: _____
 Its: _____
 Dated: _____

By: _____
 Its: _____
 Dated: _____

**VILLAGE OF ALGONQUIN
STANDARD TERMS AND CONDITIONS - CONSULTANT**

- 1. Acceptance of Agreement:** Acceptance of this Agreement is expressly limited to the terms hereof, and in the event that Consultant's acknowledgment or other response hereto states terms additional to or different from those set forth herein, this Agreement shall be deemed a notice of objection to such additional or different terms and rejection thereof. This Agreement may be accepted by the commencement of any Services hereunder, and in any event, shall be deemed accepted in its entirety by Consultant unless the Owner is notified to the contrary within ten (10) days from its date of issue.
- 2. Amendment, Modification or Substitution:** This Agreement contains the entire agreement between the parties. Any modification or rescission thereof must be in writing and signed by the Owner. No proposals or prior dealings of the parties or trade custom or course of conduct not expressed herein shall alter the interpretation or enforcement of this Agreement.
- 3. Qualifications:** Consultant represents to the Owner that it is fully experienced and properly qualified to perform the Services provided for herein, and that it is properly equipped, organized and financed to handle such Services. Consultant shall finance its own operations hereunder, shall operate as an independent contractor and not as the agent of the Owner, and shall hold the Owner free and harmless from all liability, costs and charges by reason of any negligent act or representations of Consultant, its agents or employees.
- 4. Safety:** Insofar as jobsite safety is concerned, the Consultant is solely responsible for its own and its employees' activities in the performance of the services under this Agreement, including on the jobsite, but this shall not be construed to relieve the Owner or any of the Owner's contractors (or their subcontractors) from their responsibilities for maintaining a safe jobsite. The Owner shall have no responsibility for Consultant's, or Consultant's consultant's, safety on or about the jobsite.
- 5. Amendments:** No claim by Consultant that any instructions, by drawing or otherwise, constitute a change in Consultant's performance hereunder, for which Consultant should be paid additional compensation shall be valid, unless prior to commencing such allegedly extra or changed performance, Consultant shall have received a written amendment to this Agreement authorizing such performance signed on behalf of the Owner and Consultant by a person having actual authority to do so.
- 6. Inspection and Acceptance:** The Owner shall have the right at all reasonable times to inspect Services performed or furnished by Consultant. Notwithstanding any prior inspection or payment, Services are subject to final acceptance by the Owner.
- 7. Term:** Unless otherwise terminated pursuant to the provisions of this Agreement, the term of this Agreement shall be for the Term shown on the front of the Agreement, if any, or upon completion of both Parties' obligations under this Agreement, except that any indemnity obligations shall survive the termination of this Agreement. This Agreement may be extended only upon the written mutual consent of the Parties.
- 8. Payment:** The Owner will make partial payments to the Consultant in accordance with **Schedule A** for services performed under this Purchase Order Agreement. Provided, however, in no event shall the Owner be obligated to pay Consultant any sum that exceeds the Contract Price absent a written amendment executed by the Owner. Consultant shall invoice Owner monthly on an hourly rate basis plus expenses as set forth in the attached Schedule A. Each invoice shall be in a form acceptable to the Owner and shall detail the dates worked, services performed, and where applicable, reimbursable expenses reasonably and directly incurred for such services. Consultant shall only be reimbursed for expenses shown on the attached Schedule A. Reimbursement shall be at the amount shown on the attached Schedule, or if no amount is shown, at cost. Consultant shall invoice Owner for all Reimbursable Expenses, where applicable, due and owing together with an itemization of such (including receipts). Invoices approved and in compliance with this Agreement shall be paid by the Owner within 30 days after Owner's receipt of the invoice. The amount(s) and rate(s) set forth on the attached Schedule include all anticipated costs of providing the services. No additional costs of any kind may be incurred without the prior written consent of Owner. This project is tax exempt; the Village's tax-exempt number is **E 9995 0855 05**. To the extent the terms of this paragraph differs from the terms of Schedule A the terms of Schedule A take precedence.
- 9. Consultant Obligations:** Consultant will perform the services included in the Scope of Services (Schedule A) in accordance with the standard of care and in a diligent and conscientious manner and to devote appropriate time, energies and skill to those duties called for hereunder during the term of this Agreement and in connection with the performance of such duties. All services performed by Consultant pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, rules and regulations, as well as any additional requirements in the Schedules made a part of this Agreement.

10. Insurance:

10.1 Consultant shall at all times maintain business automobile, commercial liability and workers compensation insurance covering its services and all obligations under this Purchase Order, and shall name the Owner as an additional insured on its applicable insurance policies for Consultant operations under this Agreement. Liability insurance limits shall be in any such amounts and include such coverages as set forth on **Schedule B** (Village of Algonquin Purchase Order **Insurance Requirements**) attached to this Agreement. Consultant shall furnish the Owner with a certificate of insurance and such other required documentation (including, but not limited to, a copy of all or part of the policy if requested by the Village) at the time of execution of this Agreement and thereafter on an annual basis on the anniversary date of this Agreement or at any other time as the Owner deems necessary to establish compliance with this provision.

10.2 Breach of this Section 10 is a material breach of this Agreement and shall subject this Agreement to immediate termination by Owner at Owner's discretion.

11. Indemnity: Consultant hereby agrees to indemnify, and hold the Owner directors, officers, employees, agents, successors and assigns (the "Indemnitees") harmless from any and all claims, demands, liability, loss, damage, fines, penalties, reasonable attorney's fees and litigation expenses (collectively "Loss") arising out of injury to, including the death of, persons and/or damage to property, to the extent caused by the negligent acts or omissions of Consultant, its agents, employees, subconsultants, successors and assigns. In any and all claims against the Owner or any of its agents or employees, by any employee of Consultant, the indemnification obligation under this paragraph shall not be limited by any limitation on the amount or type of damages, compensation or benefits payable by or for Consultant under workers compensation acts, disability benefits acts or employee benefit acts, or other applicable law. Consultant assumes the entire liability for its own negligence, and as part of this Agreement, waives all defenses available to Consultant as an employer which limit the amount of Consultant's liability to the Owner to the amount of Consultant's liability in contribution or otherwise under any workers compensation, disability benefits or employee benefit acts.

12. Termination; Force Majeure: In the event of a termination pursuant to the terms of this Agreement, Consultant shall be paid for all services performed through the date of termination, based on the percentage of services completed. In no event shall the Consultant be entitled to any additional compensation or damages in connection with a termination hereunder. Neither party shall be liable to the other for breach or delay in the performance of its obligations hereunder caused by any act or occurrence beyond its reasonable control, including, but not limited to, fires, strikes, Acts of God.

13. Remedies: Consultant shall, at the discretion of the Owner and at the expense of Consultant, undertake or re-do any services furnished or performed by Consultant that are not in accordance with the standard of care. In the event Consultant fails to perform under this Agreement, it will be in default and the Owner may furnish or perform the same and recover from Consultant the cost and expense directly or indirectly resulting there from, including all consequential damages but not limited to the cost or expense of providing or obtaining such re-do services, and reasonable attorneys' fees as a result of a default. The foregoing remedies shall be available in addition to all other remedies available to the Owner.

14. Compliance with Laws: During the performance hereunder, Consultant agrees to give all notices and comply with all laws and regulations of the United States and/or the State of Illinois applicable to the performance of the Services, including but not limited to those laws and regulations regarding the payment of prevailing wages, non-discrimination laws, employment of Illinois workers, labor, wage and collective bargaining. Except where otherwise expressly required by applicable laws and regulations, the Owner shall not be responsible for monitoring Consultant's compliance with any laws or regulations. Unless otherwise specifically provided in this Agreement, Consultant shall comply with laws or regulations directly regulating Consultant services and the Owner shall comply with all laws or regulations imposed upon it.

15. Notices: All notices, demands, requests or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be hand delivered, or sent by courier, or via facsimile with confirmation to the addresses shown on the Purchase Order.

16. Records, Reports and Information: Consultant agrees to furnish Owner with reports and information regarding the services performed under this Agreement, at such times as Owner may reasonably request, making full disclosure of efforts made by Consultant and the results thereof. Consultant agrees to maintain records, documents, and other evidence which will accurately show the time spent and services performed under this Agreement for a minimum period of three (3) years after completion of the services, and such records shall be subject to audit by Owner upon reasonable advance notice to Consultant on a mutually agreed date and time.

17. **Tobacco Use:** Consultant, and its agents or employees, shall refrain from smoking, or the use of any tobacco, on any Village property, both indoors and outdoors, in Village-owned vehicles, and in privately-owned vehicles parked on campus property at any time, including non-working hours. Leaving the remains of tobacco products or any other related waste product on Village property is further prohibited.

18. **Assignment:** Neither party shall assign this Agreement without written consent of the other.

19. **Limitation of Liability; Third Party Liability:** Unless otherwise specifically provided for in this Agreement, in no event shall the parties be liable for special, incidental or consequential damages (including without limitation loss of use, time or data, inconvenience, commercial loss, lost profits or savings) to the full extent such may be disclaimed by law. Neither this Agreement nor any subagreement is intended to give rise to recognize any third-party beneficiary to this Agreement.

20. **Waiver:** Either party's failure to insist in any one or more instances, upon the strict performance of any provision hereof or to exercise any right hereunder shall not be deemed to be a waiver or relinquishment of the future performance of any such provision or the future exercise of such right, but the obligation of Consultant and Owner with respect to such future performance shall continue in full force and effect.

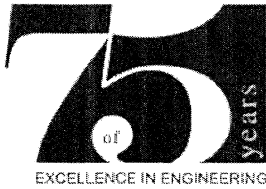
21. **Controlling Law, Severability:** The validity of this Agreement or any of its provisions and the sufficiency of any performance thereunder shall be determined under the laws of Illinois. Venue shall be in McHenry County, Illinois. The Owner is entitled to recover its reasonable attorneys' fees incurred in enforcing the terms of this Agreement. If any provision or requirement of this Agreement is declared or found to be unenforceable, that balance of this Agreement shall be interpreted and enforced as if the unenforceable provision or requirement was never a part hereof.

SCHEDULE A to Village of Algonquin
Purchase Order Agreement No. _____

Scope of Services and Compensation

VOA: _____

EEL: _____



SA STRAND
ASSOCIATES®
Strand Associates, Inc.®
1170 South Houbolt Road
Joliet, IL 60431
(P) 815.744.4200

December 16, 2021

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
110 Meyer Drive
Algonquin, IL 60102

Re: Amendment No. 1 to the Engineering Services Proposal dated July 28, 2021
High Hills Subdivision Roadway Improvements

Dear Mr. Mitchard:

This is Amendment No. 1 to the referenced Proposal.

Under **Project Understanding**, ADD the following:

“The following additional services are proposed to be a part of the High Hill Subdivision Roadway Improvements for the following additional project elements. The bike path in High Hill North Park will be removed and replaced from Kirkland Avenue to the existing basketball court. The existing basketball court will be removed and replaced. Various improvements will be designed for the High Hill South Park including concrete pad replacement under the pavilion, a new drinking water fountain, added closed drainage system for the parking lot, and up to five replacement benches. The existing pipe culvert under the bike path north of the High Hill North Park will be removed, realigned, and replaced in kind.”

Under **Scope of Services**,

Topographical Survey,

Item No. 2.b., CHANGE 22 to “28.”

Item No. 2.c., CHANGE 21 to “23.”

Item No. 2.d., CHANGE 46 to “84.”

ADD the following:

“g. Provide topographical survey of the following:

- (1) High Hill North Park multiuse path from Kirkland Avenue to the basketball court.
- (2) High Hill North Park basketball court.
- (3) High Hill South Park parking lot, bike path, and paved concrete pad under pavilion.
- (4) Pipe culvert under bike path north of High Hill South Park.

Mr. Robert G. Mitchard, P.E., Public Works Director
 Village of Algonquin
 Page 2
 December 16, 2021

Geotechnical Engineering, number the existing item and ADD the following:

- “2. Perform two soil borings up to 30 feet or to cone penetrometer refusal (whichever is shallower).
- 3. Prepare geotechnical report with geotechnical engineering recommendations for one retaining wall up to seven feet high and 100 feet long at the end of the Sussex Lane cul-de-sac.”

Preliminary Design,

Item No. 3, CHANGE 46 to “61.”

ADD the following:

- “5. Design 600 feet of replacement bike path in High Hill North Park from Kirkland Avenue to the existing basketball court.
- 6. Design the removal and replacement of the basketball ball court to the existing dimensions with concrete court in High Hill North Park. Replace two benches, two basketball hoop poles, foundations, backboards, and rims.
- 7. Design modifications to High Hill South Park including a closed drainage system for the parking lot, removal and replacement of the concrete pad under the pavilion, replacement of up to five benches, addition of one new water fountain that will connect to existing water service, rerouting of underdrain under the concrete pad, and abandonment of two existing vaults in the concrete pad.
- 8. Design for removal and replacement of existing pipe culvert under the bike path and up to 100 feet of path north of High Hill North Park. Design grading to new location of upstream end of pipe culvert. Design calculations for sizing the pipe culvert will not be performed and the size will be replaced in kind, as directed by Owner.

Drawings, REPLACE Item No. 1 in its entirety with the following,

- “1. Provide the following drawings:

Drawing Name	No. of Drawings
Cover Drawing and Index of Drawings	1
General Notes and Standards	1
Summary of Quantities	1
Typical Sections	2
Schedule of Quantities	4
Alignment, Ties, and Benchmarks	5
Existing Conditions, Removal, and Utility Plan Drawings	19
Proposed Roadway Plan	17
Bike Path Plan and Profile	4
Sidewalk Curb Ramp Details (two corners per sheet)	31
Sussex Lane Cul-De-Sac Pavement Details	1
Sussex Lane Retaining Wall Details	1

Mr. Robert G. Mitchard, P.E., Public Works Director
Village of Algonquin
Page 3
December 16, 2021

Drawing Name	No. of Drawings
High Hill North Park Basketball Court Plan	2
High Hill South Park Plan	2
High Hill South Park Bike Path and Pipe Culvert Plan	2
Owner Details	8
IDOT District One Details	5
Bike Path Cross Sections	23 cross sections

Owner's Responsibilities, ADD the following:

"5. Provide each type of park bench, water fountain, and basketball hoop post, backboard, and rim."


Under **Service Elements Not Included**, REPLACE Item No. 5 in its entirety with the following:

"5. Geotechnical Engineering: Geotechnical engineering information not related to the retaining wall at the Sussex Lane cul-de-sac shall be provided through Owner and Owner's geotechnical consultant. "

Under **Compensation**, CHANGE \$187,848.33 to "\$260,111.33."

Sincerely,

STRAND ASSOCIATES, INC.®



Marc A. Grigas, P.E.

SCHEDULE B to Village of Algonquin

Insurance Requirements – Consultant Services

Required Insurance:

Limits of liability for the insurance required under the Agreement are as follows or as otherwise agreed to in writing by the Owner and the Consultant:

1. **Workers Compensation.** Consultant shall provide workers compensation insurance for all its employees providing services under this Agreement in accordance with applicable law.
2. **Commercial General Liability.** Consultant shall provide commercial general liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of the Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. This insurance, including insurance provided under a commercial umbrella policy, if any, shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to, or maintained by, the Owner.
 - a. Such insurance shall provide that coverage shall not be canceled without thirty (30) days prior notice to the Owner, or ten (10) days' notice in the event that such coverage is cancelled for non-payment. Consultant shall provide the Owner with immediate notice of any cancellation. Consultant shall provide evidence of such insurance, in the form of an insurance certificate, prior to commencement of the Work or services under this Agreement.
 - b. Additional Insured. Such insurance shall name the Owner as an additional insured and such coverage shall be primary and non-contributing with respect to the Owner's coverage.
 - c. Waiver of Subrogation. Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant this Agreement. Consultant shall obtain a subrogation waiver in favor of the Owner from its insurer.
 - d. Continuing CGL Coverage. Consultant shall maintain commercial general liability insurance for at least three (3) years following the earlier termination or the completion of this Agreement or the completion of the Work or services under this Agreement and all authorized extensions thereof.
3. **Business Automobile Insurance.** Consultant shall provide business auto liability insurance to cover the liabilities of Consultant, its affiliates, independent contractors, and subconsultants, arising out of Consultant's performance of this Agreement with limits of one million dollars (\$1,000,000) for each claim, one million dollars (\$1,000,000) products aggregate and two million dollars (\$2,000,000) general aggregate. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). Consultant waives all rights against the Owner and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the business auto liability or commercial umbrella liability insurance obtained by Consultant this Agreement or under any applicable auto physical damage coverage.
4. **Professional Liability Insurance.** Consultant shall obtain professional liability insurance for claims arising from its performance of professional services under this Agreement, which shall be written for not

less than \$2,000,000.00 per claim and \$2,000,000.00 in the aggregate. Such insurance shall include prior acts coverage sufficient to cover all services rendered by the Consultant's sub-consultants. This coverage shall be continued in effect for two years after the completion of its services.

Evidence of Insurance.

1. Consultant shall furnish the Owner with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, stating compliance with the insurance requirements set forth above.
2. Failure of the Owner to demand such certificate or other evidence of compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence that is provided shall not be construed as a waiver of Consultant's obligation to maintain such insurance.
3. The Owner shall have the right, but not the obligation, to prohibit Consultant or any of its independent contractors or subcontractors from entering the Project site or performing work required under this Agreement until such certificates or other evidence that insurance has been placed in complete compliance with these requirements is received and approved by the Owner.
4. Failure to maintain the insurance required in this Schedule shall constitute an event of default under this Agreement and shall allow the Owner to immediately terminate this Agreement at the Owner's option.
5. If Consultant fails to maintain the insurance as set forth herein, the Owner shall have the right, but not the obligation, to purchase said insurance at Consultant's expense.
6. With respect to insurance maintained after final payment in compliance with a requirement above, an additional certificate(s) evidencing such coverage shall be promptly provided to the Owner when requested.
7. Consultant shall provide the Owner with thirty (30) days written notice prior to the cancellation or material change of any insurance required under this Agreement.
8. Consultant shall provide certified copies of all insurance policies required above within ten (10) days of the Owner's written request for said copies.

General Insurance Provisions

1. No Representation of Coverage Adequacy. By requiring the insurance as set out in this Schedule, the Owner does not represent that coverage and limits will necessarily be adequate to protect Consultant, and such coverage and limits shall not be deemed as a limitation on Consultant's liability at law and/or under the indemnities provided to the Owner in this Agreement.
2. Cross-Liability Coverage. If Consultant's liability policies do not contain the standard separation of insureds provision, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.
3. The insurance requirements set out in this Schedule are independent from other obligations of Consultant under this Agreement and apply whether or not required by any other provision of this Agreement.
4. Independent Contractor/Subconsultant's Insurance. Consultant shall cause each affiliate of, and independent contractor and subconsultant employed by, Consultant to purchase and maintain insurance of the type specified in this Schedule, and to comply with the requirements of this Schedule. When requested by the Owner, Consultant shall furnish to the Owner copies of certificates of insurance evidencing coverage for each affiliate, independent contractor or subconsultant.

VOA: _____

_____:



Village of Algonquin

The Gem of the Fox River Valley

December 29, 2021

Village President and Board of Trustees:

The List of Bills dated 1/4/22, payroll expenses, and insurance premiums totaling \$1,114,176.85 are recommended for approval. For your information, this list of bills includes the following, which are not typical in the day-to-day operations of the Village.

Arrow Road Construction	\$ 59,072.21	Scott Street Improvements
Atlas Bobcat, LLC	22,336.00	Vehicles & Equipment
Climate Service	4,950.00	Replace (2) Exhaust Fans
Dahme Mechanical	5,888.00	Communicator Replacement Grand Reserve
Fer-Pal Construction	20,015.15	Sunshine, Colonial and Homestead
H & H Electric Company	6,269.31	Randall Road Pedestrian Underpass
Hugo Vogelsang	12,864.00	Communicator Replacement Grand Reserve
Lorenz & Associates	7,250.00	Dawson Mill Lot 120 - Legal
Semper Fi Yard	11,183.35	Crystal Creek Restoration
SKC Construction	11,986.25	Crack Sealing
Spaceco, Inc.	4,070.00	Harnish Drive Street Improvements
Strand Associates	8,225.05	High Hill Street Improvements
Titan Supply	4,053.00	Bio-Degradable Can Liners
Tri-R Systems, Inc.	5,850.00	SCADA & Access Management Support
Zukowski, Rogers, Flood & McArdle	17,635.59	Dawson Lot 120 - Legal

Please note:

The 12/31/2021 payroll expenses totaled \$595,359.90.

January 2022 insurance premiums to IPBC totaled \$175,483.74.

This List of Bills excludes payments that are processed automatically and recorded by journal entry. These payments include postage permit costs and bank/collection fees. Information on these expenses are available upon request.

A handwritten signature in black ink, appearing to be 'TS', with a long horizontal flourish extending to the right.

Tim Schloneger
Village Manager

TS/mjn

Village of Algonquin

List of Bills 1/4/2022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
AIRGAS INC					
		VEHCL MAINT-REVENUE & EXPENSES			
WELDING GASES	344.14	EQUIPMENT RENTAL	29900000-42270-	9120057259	29220042
WELDING GASES	448.12	EQUIPMENT RENTAL	29900000-42270-	9120057259	29220042
		VEHICLE MAINT. BALANCE SHEET			
WELDING GASES	219.27	INVENTORY	29-14220-	9120057259	29220042
	Vendor Total: \$1,011.53				
APWA IPSI					
		VEHCL MAINT-REVENUE & EXPENSES			
IPSI PLACEK 2022 FALL REGISTRATION	725.00	TRAVEL/TRAINING/DUES	29900000-47740-	2022 REGISTRATION	29220113
	Vendor Total: \$725.00				
ARROW ROAD CONSTRUCTION					
		STREET IMPROV- EXPENSE PUBWRKS			
SCOTT STREET IMPROVEMENTS	59,072.21	CAPITAL IMPROVEMENTS	04900300-45593-S2234	APPLICATION #6	40220429
	Vendor Total: \$59,072.21				
ATLAS BOBCAT LLC					
		VEHICLE MAINT. BALANCE SHEET			
COUPLER	109.38	INVENTORY	29-14220-	BP8922	29220003
		VEHICLE MAINT. BALANCE SHEET			
SHARPENING BLADE	145.00	INVENTORY	29-14220-	BP8009	29220003
		GENERAL SERVICES PW - EXPENSE			
VEHICLES AND EQUIPMENT	22,336.00	VEHICLES & EQUIP (NON-CAPITA	01500300-43335-	Q45108	50220113
	Vendor Total: \$22,590.38				
BEAR AUTO GROUP					
		VEHICLE MAINT. BALANCE SHEET			
RETURNED TUBE ASSEMBLY	-152.73	INVENTORY	29-14220-	CM35356	29220036
		VEHICLE MAINT. BALANCE SHEET			
RETURNED LEVER	-46.25	INVENTORY	29-14220-	CM35569	29220036
		VEHICLE MAINT. BALANCE SHEET			
LEVER	46.25	INVENTORY	29-14220-	35569	29220036
		VEHICLE MAINT. BALANCE SHEET			
SWITCH ASSEMBLY	57.55	INVENTORY	29-14220-	35829	29220036
		VEHICLE MAINT. BALANCE SHEET			
WIRE ASSEMBLY	85.10	INVENTORY	29-14220-	35800	29220036
		VEHICLE MAINT. BALANCE SHEET			
TUBE ASSEMBLY/GASKET/NUT	283.62	INVENTORY	29-14220-	35750	29220036
		VEHICLE MAINT. BALANCE SHEET			
RESERVOIR	387.27	INVENTORY	29-14220-	35753	29220036
		VEHICLE MAINT. BALANCE SHEET			

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RESERVOIR/LINK ASSEMBLY	532.97	INVENTORY	29-14220-	35822	29220036
Vendor Total: \$1,193.78					
BONNELL INDUSTRIES INC					
		VEHICLE MAINT. BALANCE SHEET			
CARBIDE TOP PUNCH	1,055.87	INVENTORY	29-14220-	0201933-IN	29220005
CARBIDE TOP PUNCH	1,230.73	INVENTORY	29-14220-	0201933-IN	29220005
Vendor Total: \$2,286.60					
BRISTOL HOSE & FITTING					
		VEHICLE MAINT. BALANCE SHEET			
HOSE ASSEMBLY	75.36	INVENTORY	29-14220-	3473851	29220025
Vendor Total: \$75.36					
CCS CHICAGO CONTRACTORS SUPPLY INC					
		GENERAL SERVICES PW - EXPENSE			
WOOD STAKES	50.00	MATERIALS	01500300-43309-	246372	50220114
Vendor Total: \$50.00					
CERTIFIED BALANCE & SCALE					
		SEWER OPER - EXPENSE W&S BUSI			
LAB CALIBRATION	318.00	PROFESSIONAL SERVICES	07800400-42234-	24966	70220255
Vendor Total: \$318.00					
CHICAGO PARTS & SOUND LLC					
		VEHICLE MAINT. BALANCE SHEET			
BATTERY CORE REFUND	-73.00	INVENTORY	29-14220-	1CR0041953	29220111
		VEHICLE MAINT. BALANCE SHEET			
AMBER LED LIGHT	310.50	INVENTORY	29-14220-	2-0000949	29220111
		VEHICLE MAINT. BALANCE SHEET			
BATTERIES	656.48	INVENTORY	29-14220-	1-0245137	29220111
Vendor Total: \$893.98					
CLIMATE SERVICE INC					
		BUILDING MAINT. BALANCE SHEET			
REPLACE (2) EXHAUST FANS	4,950.00	OUTSOURCED INVENTORY	28-14240-	49734	28220003
Vendor Total: \$4,950.00					
COMCAST CABLE COMMUNICATION					
		POLICE - EXPENSE PUB SAFETY			
1/1/22-1/31/22 POLICE DEPARTMENT	4.20	EQUIPMENT RENTAL	01200200-42270-	8771 10 002 0011217	10220031
		GS ADMIN - EXPENSE GEN GOV			
12/22/21-1/21/22 HVH	108.35	TELEPHONE	01100100-42210-	8771 10 002 0416275	10220027
		SWIMMING POOL -EXPENSE GEN GOV			
12/14/21-1/13/22 POOL	108.35	TELEPHONE	05900100-42210-	8771 10 002 0452635	10220033
		WATER OPER - EXPENSE W&S BUSI			
12/11/21-1/10/22 WTP #1	148.35	TELEPHONE	07700400-42210-	8771 10 002 0436950	10220028
		WATER OPER - EXPENSE W&S BUSI			
12/12/21-1/11/22 WTP #3	148.35	TELEPHONE	07700400-42210-	8771 10 002 0443121	10220032

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$517.60					
COMMONWEALTH EDISON					
11/9/21-12/10/21 LA FOX & CENTER LS	325.90	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0041133224	70220031
11/9/21-12/10/21 HUNTINGTON BOOSTER	419.93	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0101073045	70220008
11/8/21-12/9/21 WOODS CREEK LS	814.97	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0107108145	70220019
11/10/21-12/13/21 901 SANDBLOOM ROAD	626.45	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0112085088	70220009
11/9/21-12/10/21 WILBRANDT REAR TOWE	27.49	POLICE - EXPENSE PUB SAFETY ELECTRIC	01200200-42212-	0249109037	10220002
11/9/21-12/10/21 HUNTINGTON PRESSURI	51.04	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	0282127066	70220113
11/9/21-12/10/21 HANSON TOWER	114.51	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1697161042	70220010
11/9/21-12/10/21 MCCD TRAILHEAD	52.34	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	2073075100	50220010
11/9/21-12/10/21 SPRINGHILL/COUNTY LIN	53.92	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2079003028	70220011
11/9/21-12/10/21 JACOBS TOWER	100.50	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2355094078	70220012
11/9/21-12/10/21 LOWE DRIVE LS	56.95	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3027111096	70220013
11/9/21-12/10/21 CHARGING STATION	376.76	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3139139140	50220008
11/9/21-12/10/21 N RIVER ROAD LS	74.96	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	3153024057	70220014
11/9/21-12/10/21 ROUTES 31 AND 62	129.40	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	3886048007	50220011
11/9/21-12/10/21 STREET LIGHTS	1,510.95	GENERAL SERVICES PW - EXPENSE ELECTRIC	01500300-42212-	4473011035	50220012
11/9/21-12/10/21 BRITTANY HILLS LS	46.80	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	4483077090	70220015
11/9/21-12/10/21 COPPER OAKS TOWER	180.98	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	4777074007	70220016
11/9/21-12/10/21 HILLSIDE BOOSTER	202.84	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	5743093053	70220017
Vendor Total: \$5,166.69					
COMPLETE CLEANING CO INC					
CLEANING - HVH	504.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19755	28220022
CLEANING - WWTF	671.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19752	28220022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
CLEANING - PW	1,203.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19753	28220022
CLEANING - GMC	2,314.00	BUILDING MAINT. BALANCE SHEET OUTSOURCED INVENTORY	28-14240-	C19754	28220022
Vendor Total: \$4,692.00					
CRITICAL REACH INC					
2022 APBNET ANNUAL SUPPORT	610.00	POLICE - EXPENSE PUB SAFETY IT EQUIPMENT & SUPPLIES	01200200-43333-	1729	10220325
Vendor Total: \$610.00					
CURRAN CONTRACTING CO					
COLD PATCH	1,209.00	GENERAL SERVICES PW - EXPENSE MATERIALS	01500300-43309-	23819	50220120
Vendor Total: \$1,209.00					
DAHME MECHANICAL INDUSTRIES INC					
COMMINUTOR REPLACEMENT GRAND R	5,888.00	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	20210397	70220257
Vendor Total: \$5,888.00					
DYNEGY ENERGY SERVICES					
11/10/21-12/12/21 ALGONQUIN SHORES L	708.02	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0033167056	70220042
11/9/21-12/9/21 BRAEWOOD LS	1,054.16	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	0813024065	70220043
11/9/21-12/9/21 CARY BOOSTER	618.76	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1263068132	70220049
11/9/21-12/9/21 COUNTRYSIDE BOOSTER	305.06	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	3909078023	70220044
11/8/21-12/8/21 GRAND RESERVE LS	708.16	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	1784099011	70220045
11/10/21-12/12/21 POOL	120.56	SWIMMING POOL -EXPENSE GEN GOV ELECTRIC	05900100-42212-	4484041003	10220037
11/9/21-12/9/21 WELL #9	1,247.28	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	1753062020	70220046
11/9/21-12/9/21 ZANGE BOOSTER	427.54	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	2425109004	70220048
Vendor Total: \$5,189.54					
ENGINEERING ENTERPRISES, INC					
RISK & RESILIENCE STUDY	1,017.75	W & S IMPR. - EXPENSE W&S BUSI ENGINEERING/DESIGN SERVICE	12900400-42232-	73042	40220425
Vendor Total: \$1,017.75					
EXXON MOBIL					
FUEL FOR SQUADS	30.67	POLICE - EXPENSE PUB SAFETY FUEL	01200200-43340-	7187859226125291112	10220014

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$30.67					
FER-PAL CONSTRUCTION USA LLC					
SUNSHINE, COLONIAL & HOMESTEAD	20,015.15	W & S IMPR. - EXPENSE W&S BUSI INFRASTRUCTURE MAINT IMPRO	12900400-43370-	APPLICATION #3 FINAL	40220428
Vendor Total: \$20,015.15					
FISHER AUTO PARTS INC					
RETURNED CATALYSTS	-170.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597723	29220001
RADIATOR CAP	5.89	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597223	29220001
CABIN AIR FILTER	10.40	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597820	29220001
THERMOSTAT COOLANT	13.14	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-598162	29220001
OIL FILTER	14.32	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-598410	29220001
HEADLIGHT CONNECTOR	15.98	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597459	29220001
LIGHT CAPSULE	17.97	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597964	29220001
FUEL WATER SEPARATOR FILTER	21.67	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597138	29220001
OIL FILTERS/AIR FILTERS	31.99	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-598303	29220001
WINTER WIPER BLADES	44.78	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597965	29220001
DISC BRAKE PAD SET	54.69	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597688	29220001
WINTER WIPER BLADES	57.54	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-598300	29220001
STEERING TIE ROD END	66.93	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597302	29220001
CATALYSTS	102.00	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597724	29220001
CALIPER WITH BRACKET	165.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597615	29220001
CATALYSTS	170.64	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-597716	29220001
BEARING & HUB ASSEMBLY/BRAKE ROT	673.71	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	325-598345	29220001
Vendor Total: \$1,296.91					
GOVTEMPSUSA LLC					
CDD - EXPENSE GEN GOV					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
11/29/21-12/12/21 BLANCHARD	3,166.80	PROFESSIONAL SERVICES	01300100-42234-	3870112	30220053
Vendor Total: \$3,166.80					
GRAINGER					
COMED UTILITY INCENTIVE	-160.00	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9157089336	28220021
STORAGE TANK	668.95	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9153589842	28220021
STORAGE TANK	1,244.52	INVENTORY	28-14220-	9153589842	28220021
SCREEN WIPES	8.86	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9148460646	28220021
SCREEN WIPES	8.86	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9148460653	28220021
FILTER ELEMENT PAPER	24.36	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9146454294	28220021
U-CHANNEL	32.32	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9155224554	28220021
PRESSURE GAUGE	33.06	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9149138480	28220021
PLEATED AIR FILTER	56.46	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9144865590	28220021
FAN BLADE	98.25	BUILDING MAINT. BALANCE SHEET INVENTORY	28-14220-	9145297835	28220021
Vendor Total: \$2,015.64					
H & H ELECTRIC CO					
RANDALL ROAD PEDESTRIAN UNDERPA:	6,269.31	STREET IMPROV- EXPENSE PUBWRKS CAPITAL IMPROVEMENTS	04900300-45593-S1264	37960	40220421
Vendor Total: \$6,269.31					
HD SUPPLY FACILITIES MAINTENANCE LTD					
LAB SUPPLIES	1,841.11	WATER OPER - EXPENSE W&S BUSI LAB SUPPLIES	07700400-43345-	810479	70220258
Vendor Total: \$1,841.11					
HI-VIZ INC					
BARRICADE LEGS	80.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	10037	50220124
Vendor Total: \$80.00					
HOT SHOTS SPORTS					
FALL CLASSES	126.00	RECREATION - EXPENSE GEN GOV RECREATION PROGRAMS	01101100-47701-	2250	10220347
Vendor Total: \$126.00					
HUGO VOGELSANG MASCHINENBAU GmbH					
COMMUNUTOR REPLACEMENT-GRAND R	12,864.00	SEWER OPER - EXPENSE W&S BUSI MAINT - LIFT STATION	07800400-44414-	50011166	70220144

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$12,864.00					
IL STATE POLICE BUREAU OF IDENTIFICATION					
COST CENTER 03578 FINGERPRINTING	28.25	GEN FUND REVENUE - GEN GOV LICENSES	01000100-32085-	03578 OCTOBER 2021	20220080
Vendor Total: \$28.25					
ILLINOIS SECRETARY OF STATE					
207 PLATE RENEWAL	151.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	#207 PLATE RENEWAL	29220120
Vendor Total: \$151.00					
LAI LTD					
BELT FILTER PRESS MAINTENANCE	591.28	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	21-18873	70220264
Vendor Total: \$591.28					
LAWSON PRODUCTS INC					
DRILL BITS/CABLE TIES/NUTS/WASHERS	497.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	9309105679	29220006
Vendor Total: \$497.46					
LORENZ AND ASSOCIATES LTD					
DAWSON MILL LOT 120	7,250.00	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	3002	40220420
Vendor Total: \$7,250.00					
LRS HOLDINGS LLC					
21-00000-00-GM STREET SWEEPING	10,098.20	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS421071	40220423
21-00000-00-GM STREET SWEEPING	11,256.40	MFT - EXPENSE PUBLIC WORKS MAINT - STREETS	03900300-44428-	PS414977	40220422
Vendor Total: \$21,354.60					
LUCKY GASOLINE INC					
CAR WASHES 10/15/21-12/5/21	60.00	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	10/15/21-12/5/21	29220034
Vendor Total: \$60.00					
MANSFIELD OIL COMPANY					
FUEL	2,857.86	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22850932	29220010
FUEL	2,971.04	VEHICLE MAINT. BALANCE SHEET FUEL INVENTORY	29-14200-	22850931	29220010
Vendor Total: \$5,828.90					
MARTELLE WATER TREATMENT					
SODIUM HYPOCHLORITE	6,077.70	WATER OPER - EXPENSE W&S BUSI CHEMICALS	07700400-43342-	22663	70220022

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
Vendor Total: \$6,077.70					
MARTIN CHEVROLET					
TUBE	17.56	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	5097243	29220117
Vendor Total: \$17.56					
MCMASTER CARR SUPPLY COMPANY					
PLUMBING MAINT.	64.44	SEWER OPER - EXPENSE W&S BUSI MAINT - TREATMENT FACILITY	07800400-44412-	69601809	70220256
Vendor Total: \$64.44					
MENARDS CARPENTERSVILLE					
SUPPLIES, BENCH LUMBER	52.68	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	82616	50220118
GASLIGHT TENNIS COURT REHAB	173.09	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2124	82615	40220417
SUPPLIES, BENCH HARDWARE	433.08	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	81921	50220119
Vendor Total: \$658.85					
MIDAMERICAN ENERGY SERVICES LLC					
11/9/21-12/10/21 WWTP	22,560.00	SEWER OPER - EXPENSE W&S BUSI ELECTRIC	07800400-42212-	455591	70220037
11/9/21-12/10/21 WTP #1	4,021.87	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455594	70220040
11/12/21-12/10/21 WTP #2	3,074.89	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455592	70220038
11/9/21-12/10/21 WELL #7 & #11	3,151.78	WATER OPER - EXPENSE W&S BUSI ELECTRIC	07700400-42212-	455593	70220041
Vendor Total: \$32,808.54					
MIDWEST FUEL INJECTION					
PERFORMANCE FORMULA	532.20	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	N595805	29220016
Vendor Total: \$532.20					
MOWERWORKS LTD					
5GEN9 REPAIR	180.49	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	191119	29220116
Vendor Total: \$180.49					
MUNICIPAL MARKING DISTRIB					
SUPPLIES, PATH MARKERS	111.00	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	S33164	50220115
Vendor Total: \$111.00					
NAPA AUTO SUPPLY ALGONQUIN					
VEHICLE MAINT. BALANCE SHEET					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
OIL FILTER	10.06	INVENTORY	29-14220-	143851	29220011
		VEHICLE MAINT. BALANCE SHEET			
BRAKE CLEANER	222.48	INVENTORY	29-14220-	143428	29220011
Vendor Total: \$232.54					
NICOR GAS					
		GS ADMIN - EXPENSE GEN GOV			
11/4/21-12/7/21 HVH ADDITIONAL THERM	437.25	NATURAL GAS	01100100-42211-	63-53-87-1000 3	10220345
Vendor Total: \$437.25					
NORTH EAST MULTI REGIONAL TRAINING					
		POLICE - EXPENSE PUB SAFETY			
LANDREVILLE ALCOHOL TRAINING	125.00	TRAVEL/TRAINING/DUES	01200200-47740-	295296	20220138
		POLICE - EXPENSE PUB SAFETY			
DENNIS,KUGLER JUVENILE TRAINING	150.00	TRAVEL/TRAINING/DUES	01200200-47740-	295681	20220138
Vendor Total: \$275.00					
OFFICE DEPOT					
		CDD - EXPENSE GEN GOV			
RETURNED LAMINATOR	-31.99	OFFICE SUPPLIES	01300100-43308-	216211531001	30220019
		CDD - EXPENSE GEN GOV			
LAMINATOR	31.99	OFFICE SUPPLIES	01300100-43308-	216222465001	30220019
		CDD - EXPENSE GEN GOV			
PAPER/PLANNING BOARD/TAPE	141.03	OFFICE SUPPLIES	01300100-43308-	216178562001	30220019
Vendor Total: \$141.03					
PAHCS II					
		POLICE - EXPENSE PUB SAFETY			
RANDUM DRUG TESTING	40.00	PHYSICAL EXAMS	01200200-42260-	520878	10220343
		GENERAL SERVICES PW - EXPENSE			
PRE-EMPLOYMENT TESTING	212.00	PHYSICAL EXAMS	01500300-42260-	520816	10220344
Vendor Total: \$252.00					
PATTEN INDUSTRIES INC					
		VEHICLE MAINT. BALANCE SHEET			
PGEN14 PARTS - CAP	21.71	INVENTORY	29-14220-	P56C0008687	29220101
Vendor Total: \$21.71					
POMPS TIRE SERVICE INC					
		VEHICLE MAINT. BALANCE SHEET			
SCRAP DISPOSAL FEE	170.00	INVENTORY	29-14220-	640095568	29220024
		VEHICLE MAINT. BALANCE SHEET			
TIRES	807.64	INVENTORY	29-14220-	640095553	29220024
		VEHICLE MAINT. BALANCE SHEET			
TIRES	965.00	INVENTORY	29-14220-	640095554	29220024
		VEHICLE MAINT. BALANCE SHEET			
TIRES	1,245.36	INVENTORY	29-14220-	640095567	29220024
Vendor Total: \$3,188.00					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RAY O'HERRON CO INC					
UNIFORM PURCHASE - PETERS	194.94	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	2162030-IN	20220136
Vendor Total: \$194.94					
RED WING SHOE STORE					
SAFETY BOOTS - KORNFEIND	99.87	SEWER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07800400-47760-	425-1-80326	70220263
SAFETY BOOTS - KORNFEIND	99.87	WATER OPER - EXPENSE W&S BUSI UNIFORMS & SAFETY ITEMS	07700400-47760-	425-1-80326	70220263
SAFETY BOOTS - SPENK	200.00	GENERAL SERVICES PW - EXPENSE UNIFORMS & SAFETY ITEMS	01500300-47760-	955-1-62459	50220123
Vendor Total: \$399.74					
RUSH TRUCK CENTER					
RETURNED FAN DRIVE PULLEY	-197.58	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025957837	29220032
RETURNED WELDED YOKE	-173.08	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025438489	29220032
BOLT	11.74	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025920311	29220032
QUICK RELEASE VALVE	46.90	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025843542	29220032
THROTTLE FITTING	78.43	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025861180	29220032
ANTI-FREEZE	104.86	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025866023	29220032
MIRROR HOLDER KIT	145.62	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025936942	29220032
FAN DRIVE PULLEY/SPACER/FAN BELT	629.46	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025919474	29220032
TENSIONER ASSEMBLY/FAN DRIVE PULL	1,747.42	VEHICLE MAINT. BALANCE SHEET INVENTORY	29-14220-	3025853612	29220032
Vendor Total: \$2,393.77					
SAUBER MFG CO					
531 HYD. PLATFORM CONTROLS LEAK	815.75	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	PSI219820	29220114
Vendor Total: \$815.75					
SEMPER FI YARD SERVICES INC					
CRYSTAL CREEK RESTORATION	11,183.35	NAT & DRAINAGE - EXPENSE PW INFRASTRUCTURE MAINT IMPRO	26900300-43370-	2021-1259	40220427
Vendor Total: \$11,183.35					
SHELL FLEET PLUS					
POLICE - EXPENSE PUB SAFETY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
FUEL FOR SQUADS	35.82	FUEL	01200200-43340-	76898092	10220009
Vendor Total: \$35.82					
SKC CONSTRUCTION INC					
CRACK SEALING	11,986.25	GENERAL SERVICES PW - EXPENSE MAINT - STREETS	01500300-44428-	9462	50220122
Vendor Total: \$11,986.25					
SPACECO INC					
HARNISH DRIVE STREET IMPROVEMENT	4,070.00	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1833	87407	40220424
Vendor Total: \$4,070.00					
SPRING ALIGN OF PALATINE INC					
UNIT 533 REPLACE REAR SPRING	1,615.04	VEHICLE MAINT. BALANCE SHEET OUTSOURCED INVENTORY	29-14240-	119830	29220112
Vendor Total: \$1,615.04					
STRAND ASSOCIATES INC					
HIGH HILL STREET IMPROVEMENTS	8,225.05	STREET IMPROV- EXPENSE PUBWRKS ENGINEERING/DESIGN SERVICE	04900300-42232-S1922	0178392	40220426
Vendor Total: \$8,225.05					
STREICHERS					
UNIFORM PURCHASE - RANDALL	107.97	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11539139	20220139
UNIFORM PURCHASE - BODY ARMOR	302.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	11539197	20220139
Vendor Total: \$409.97					
SUMMIT SUPPLY CORP OF COLORADO					
BENCH MATERIALS	705.40	GENERAL SERVICES PW - EXPENSE SMALL TOOLS & SUPPLIES	01500300-43320-	83865	50220111
GASLIGHT TENNIS COURT REHAB	1,486.95	PARK IMPR - EXPENSE PUB WORKS CAPITAL IMPROVEMENTS	06900300-45593-P2124	83852	40220419
Vendor Total: \$2,192.35					
SYMBOLARTS LLC					
DET KOEHLER BADGE	60.00	POLICE - EXPENSE PUB SAFETY UNIFORMS & SAFETY ITEMS	01200200-47760-	0417470-IN	20220135
Vendor Total: \$60.00					
THOMPSON ELEVATOR INSP					
ELEVATOR INSPECTIONS	43.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-3222	30220009
ELEVATOR INSPECTIONS	344.00	CDD - EXPENSE GEN GOV PROFESSIONAL SERVICES	01300100-42234-	21-3173	30220009
Vendor Total: \$387.00					
TITAN SUPPLY					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
BUILDING MAINT. BALANCE SHEET					
CAN LINERS	256.80	INVENTORY	28-14220-	28509	28220013
BUILDING MAINT. BALANCE SHEET					
BIO-DEGRADABLE CAN LINERS	4,053.00	INVENTORY	28-14220-	28537	28220013
Vendor Total: \$4,309.80					
TODAYS UNIFORMS					
POLICE - EXPENSE PUB SAFETY					
UNIFORM PURCHASE - SCHUMAN	111.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	211107	20220137
POLICE - EXPENSE PUB SAFETY					
UNIFORM PURCHASE - PD STOCK SHIRT	119.90	UNIFORMS & SAFETY ITEMS	01200200-47760-	211432	20220137
POLICE - EXPENSE PUB SAFETY					
UNIFORM PURCHASE - PD STOCK BALL (239.00	UNIFORMS & SAFETY ITEMS	01200200-47760-	211151	20220137
POLICE - EXPENSE PUB SAFETY					
UNIFORM PURCHASE - RADELL	391.70	UNIFORMS & SAFETY ITEMS	01200200-47760-	211306	20220137
Vendor Total: \$862.50					
TRI-R SYSTEMS INC					
SEWER OPER - EXPENSE W&S BUSI					
SCADA AND ACCESS MANAGEMENT SUF	850.00	PROFESSIONAL SERVICES	07800400-42234-	005373	70220261
SEWER OPER - EXPENSE W&S BUSI					
SCADA AND ACCESS MANAGEMENT SUF	2,500.00	PROFESSIONAL SERVICES	07800400-42234-	005374	70220265
SCADA AND ACCESS MANAGEMENT SUF	2,500.00	MAINT - TREATMENT FACILITY	07800400-44412-	005374	70220265
Vendor Total: \$5,850.00					
ULTRA STROBE COMMUNICATIONS INC					
POLICE - EXPENSE PUB SAFETY					
SQUAD 10 DIAGNOSIS	85.00	CAPITAL PURCHASE	01200200-45590-	080163	20220140
Vendor Total: \$85.00					
UNITED STATES POSTAL SERVICE					
GS ADMIN - EXPENSE GEN GOV					
REFILL POSTAGE METER	2,000.00	POSTAGE	01100100-43317-	12/28/21 REFILL	10220349
Vendor Total: \$2,000.00					
UPS GROUND FREIGHT INC					
POLICE - EXPENSE PUB SAFETY					
AMMUNITION DELIVERY CHARGE	227.50	MATERIALS	01200200-43309-	32429551	20220142
Vendor Total: \$227.50					
US BANK EQUIPMENT FINANCE					
GS ADMIN - EXPENSE GEN GOV					
RICOH COPIER 01/21/2022	202.27	LEASES - NON CAPITAL	01100100-42272-	461420267	10220295
INTEREST EXPENSE - GEN GOV					
RICOH COPIER 01/21/2022	71.80	INTEREST EXPENSE	01100600-47790-	461420267	10220295
CDD - EXPENSE GEN GOV					
RICOH COPIER LEASE 01/17/2022	180.72	LEASES - NON CAPITAL	01300100-42272-	461067860	10220026
CDD - INTEREST EXPENSE					

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
RICOH COPIER LEASE 01/17/2022	26.58	INTEREST EXPENSE	01300600-47790-	461067860	10220026
		PUBLIC WORKS ADMIN - INT EXP			
RICOH COPIER LEASE 01/17/2022	26.57	INTEREST EXPENSE	01400600-47790-	461067860	10220026
		PWA - EXPENSE PUB WORKS			
RICOH COPIER LEASE 01/17/2022	180.72	LEASES - NON CAPITAL	01400300-42272-	461067860	10220026
	Vendor Total: \$688.66				
VERIZON WIRELESS SERVICES LLC					
		BLDG MAINT- REVENUE & EXPENSES			
11/14/21-12/13/21 STATEMENT	91.83	TELEPHONE	28900000-42210-	9895044892	10220346
		CDD - EXPENSE GEN GOV			
11/14/21-12/13/21 STATEMENT	594.17	TELEPHONE	01300100-42210-	9895044892	10220346
		GEN NONDEPT - EXPENSE GEN GOV			
11/14/21-12/13/21 STATEMENT	5.13	IT EQUIP. & SUPPLIES - GEN GOV	01900100-43333-	9895044892	10220346
		GENERAL SERVICES PW - EXPENSE			
11/14/21-12/13/21 STATEMENT	903.02	TELEPHONE	01500300-42210-	9895044892	10220346
		GS ADMIN - EXPENSE GEN GOV			
11/14/21-12/13/21 STATEMENT	500.69	TELEPHONE	01100100-42210-	9895044892	10220346
		POLICE - EXPENSE PUB SAFETY			
11/14/21-12/13/21 STATEMENT	642.57	TELEPHONE	01200200-42210-	9895044892	10220346
		PWA - EXPENSE PUB WORKS			
11/14/21-12/13/21 STATEMENT	249.60	TELEPHONE	01400300-42210-	9895044892	10220346
		RECREATION - EXPENSE GEN GOV			
11/14/21-12/13/21 STATEMENT	98.94	TELEPHONE	01101100-42210-	9895044892	10220346
		SEWER OPER - EXPENSE W&S BUSI			
11/14/21-12/13/21 STATEMENT	597.07	TELEPHONE	07800400-42210-	9895044892	10220346
		VEHCL MAINT-REVENUE & EXPENSES			
11/14/21-12/13/21 STATEMENT	99.22	TELEPHONE	29900000-42210-	9895044892	10220346
		WATER OPER - EXPENSE W&S BUSI			
11/14/21-12/13/21 STATEMENT	509.61	TELEPHONE	07700400-42210-	9895044892	10220346
	Vendor Total: \$4,291.85				
WAGNER INVESTIGATIVE POLYGRAPH SERVICE					
		POLICE - EXPENSE PUB SAFETY			
PRE-EMPLOYMENT EVALUATION	300.00	BOARD OF POLICE COMMISSION	01200200-47720-	2112002	20220141
	Vendor Total: \$300.00				
WOLTERS KLUWER LAW & BUSINESS					
		GS ADMIN - EXPENSE GEN GOV			
P/R MANAGERS NEWSLETTER 3/1/22-2/21	898.80	PUBLICATIONS	01100100-42242-	5412410660	10220350
	Vendor Total: \$898.80				
ZIEGLERS ACE HARDWARE					
		GENERAL SERVICES PW - EXPENSE			
SIGN HARDWARE	96.57	SMALL TOOLS & SUPPLIES	01500300-43320-	039842/L	50220121
	Vendor Total: \$96.57				

Vendor Invoice Description	Amount	Account Description	Account	Invoice	Purchase Order
ZUKOWSKI ROGERS FLOOD & MCARDLE					
TRAFFICE CASES, ORDINANCE VIOLATIC	7,450.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152921	
TRAFFIC CASES, ORD VIOL-COSTS ADVA	49.85	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152921	
PLANNING, ZONING, BLDG COMMISSIONI	1,572.50	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	152921	
PERSONNEL MATTERS	601.25	CDD - EXPENSE GEN GOV LEGAL SERVICES	01300100-42230-	152921	
PERSONNEL MATTERS	555.00	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152921	
LIQUOR COMMISSIONER	1,295.00	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152921	
BUDGET, LEVY AND FINANCIAL MATTER:	231.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152921	
MISCELLANEOUS	1,248.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152921	
MEETINGS	971.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152921	
PUBLIC WORKS/ADMINISTRATION	46.25	GENERAL SERVICES PW - EXPENSE LEGAL SERVICES	01500300-42230-	152921	
TRAFFIC, ORD VIOLATIONS-MUN COURT	337.50	POLICE - EXPENSE PUB SAFETY LEGAL SERVICES	01200200-42230-	152921	
VILLAGE PROP MATTERS-MISCELLANEO	971.25	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152921	
VILLAGE PROP MATTERS-MISCELLANEO	138.75	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	152921	
VILLAGE PROP MATTERS-MISC COSTS A	51.00	PWA - EXPENSE PUB WORKS LEGAL SERVICES	01400300-42230-	152921	
CREEKSIDE TAP - TIF	231.25	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152921	
CREEKSIDE TAP - TIF - COST ADVANCED	120.50	STREET IMPROV- EXPENSE PUBWRKS LAND ACQUISITION	04900300-45595-	152921	
DAWSON LOT 120	15,447.50	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	152921	
DAWSON LOT 120 - COSTS ADVANCED	2,188.09	STREET IMPROV- EXPENSE PUBWRKS LEGAL SERVICES	04900300-42230-	152921	
COVID ISSUES NOVEMBER 2021	323.75	GS ADMIN - EXPENSE GEN GOV LEGAL SERVICES	01100100-42230-	152916	10220231
Vendor Total: \$33,830.69					
REPORT TOTAL: \$343,333.21					

Village of Algonquin


List of Bills 1/4/2022

FUND RECAP:

<u>FUND</u>	<u>DESCRIPTION</u>	<u>DISBURSEMENTS</u>
01	GENERAL	69,524.13
03	MFT	21,354.60
04	STREET IMPROVEMENT	102,873.91
05	SWIMMING POOL	228.91
06	PARK IMPROVEMENT	1,660.04
07	WATER & SEWER	76,044.92
12	WATER & SEWER IMPROV	21,032.90
26	NATURAL AREA & DRAINAGE	11,183.35
28	BUILDING MAINT. SERVICE	16,059.27
29	VEHICLE MAINT. SERVICE	23,371.18
TOTAL ALL FUNDS		<u><u>343,333.21</u></u>

THE PRECEDING LIST OF BILLS PAYABLE WAS REVIEWED AND APPROVED FOR PAYMENT.

DATE: 12.29.21

APPROVED BY: 



VILLAGE OF ALGONQUIN SCHEDULE OF MEETINGS

January 3, 2022

The following meetings are scheduled to be held by the Village Board or Village Commission. Meeting information, which includes meeting location and meeting agendas can be found by visiting www.algonquin.org. Full agendas for meeting will also be posted at the Ganek Municipal Center, as required by law, not less than 48 hours in advance of the scheduled meeting. Each agenda will include the location of the meeting.

January 4, 2022	Tuesday	7:30 PM	Village Board Meeting	GMC
January 10, 2022	Monday	7:00 PM	Planning & Zoning Commission Meeting – Cancelled	GMC
January 11, 2022	Tuesday	7:00 PM	Liquor Commission Hearing	GMC
January 11, 2022	Tuesday	7:30 PM	Committee of the Whole Meeting	GMC
January 12, 2022	Wednesday	7:00 PM	Historic Commission Meeting	HVH
January 13, 2022	Thursday	6:30 PM	Economic Development Commission Meeting	GMC
January 15, 2022	Saturday	8:00 AM	Historic Commission Workshop	HVH
January 18, 2022	Tuesday	7:30 PM	Village Board Meeting	GMC
January 18, 2022	Tuesday	7:45 PM	Committee of the Whole Meeting	GMC

ALL MEETINGS AND/OR TIMES ARE SUBJECT TO CHANGE OR CANCELLATION.

ALL CHANGES AND/OR CANCELLATIONS WILL BE POSTED AT THE GANEK MUNICIPAL CENTER AND
WWW.ALGONQUIN.ORG

VILLAGE OF ALGONQUIN, ILLINOIS

RESOLUTION 2022 – R – __

**A RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BETWEEN THE VILLAGE OF ALGONQUIN AND THE
INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150**

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 Resolution constitutes an exercise of the Village's home rule powers and functions as granted in the Constitution of the State of Illinois.

NOW, THEREFORE, BE IT ORDAINED BY THE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF ALGONQUIN, MCHENRY AND KANE COUNTIES, ILLINOIS:

That the Village Manager is hereby authorized to execute the agreement between the Village and **INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 150** attached hereto and hereby made a part hereof.

DATED this 4th day of January, 2022

(SEAL)

Debby Sosine, Village President

ATTEST:

Fred Martin, Village Clerk

**International Union of Operating Engineers,
Local 150**

and

Village of Algonquin

Effective May 2021 through April 2026

Contents

Preamble	1
Agreement	1
Article I - Recognition	1
Section 1.1: Recognition	1
Section 1.2: New Classifications	1
Article II – Management Rights	1
Article III – Union Rights	2
Section 3.1: Union Activity During Working Hours	2
Section 3.2: Time Off For Union Activities	2
Section 3.3: Union Bulletin Boards	2
Section 3.4: Union Stewards	2
Article IV – Union Dues/Fair Share Checkoff	2
Section 4.1: Deductions	2
Section 4.2: Union Indemnification	3
Article V – Hours of Work and Overtime	3
Section 5.1: Work Day/Work Week	3
Section 5.2: Lunch Period and Break Periods	3
Section 5.3: Overtime Rest Period	4
Section 5.4: Overtime Meal Period	4
Section 5.5: Overtime Compensation	4
Section 5.6: Compensatory Time In Lieu of Overtime Compensation	4
Section 5.7: Overtime Assignments and Distribution	5
Section 5.8: Standby and On-Call Assignments	6
Section 5.9: No Pyramiding	6
Article VI – Seniority	6
Section 6.1: Definition	6
Section 6.2: Breaks In Service	6
Section 6.3: Seniority List	7
Section 6.4: Probationary Period	7
Article VII – Filling of Vacancies	7
Section 7.1: Bargaining Unit Vacancy	7
Section 7.2: Posting	7
Section 7.3: Selection	7
Section 7.4: Involuntary Transfer	7
Article VIII – Layoff and Recall	7
Section 8.1: Definition and Notice	8
Section 8.2: Layoff Procedure	8
Section 8.3: Recall	8
Article IX – Disciplinary Procedures	8
Article X – Grievance Procedure	9
Section 10.1: Definition	9
Section 10.2: Processing of Grievance	9
Section 10.3: Grievance Steps	9
Section 10.4: Grievance Forms	10
Section 10.5: Time Limits	10
Section 10.6: Paid Time	10
Article XI – Holidays and Personal Days	10
Section 11.1: General Information	10
Section 11.2: Specific Applications	10
Section 11.3: Holiday Pay	11
Section 11.4: Personal Days	11
Article XII – Vacations	11
Section 12.1: Vacation Accrual	11
Section 12.2: Vacation Usage	12
Section 12.3: Vacation Pay	13
Article XIII – Leaves of Absence	13
Section 13.1: Sick Leave	13
Section 13.2: Disability Leave	13
Section 13.3: Funeral Leave	14

Section 13.4: Military Leave	14
Section 13.5: Jury or Witness Duty Leave	14
Section 13.6: Family and Medical Leave	14
Section 13.7: Time Off To Vote.....	14
Section 13.8: Discretionary Leave of Absence.....	14
Article XIV – Health Insurance	15
Section 14.1: Health Insurance Coverage.....	15
Section 14.2: Cost of Medical and Dental Insurance	15
Section 14.3: Term Life Insurance	16
Article XV – Employee Safety, Training and Education	16
Section 15.1: Policy.....	16
Section 15.2: Reimbursed Training.....	16
Section 15.3: Educational Incentive	16
Article XVI – Safety	17
Section 16.1: Unsafe Conditions	17
Section 16.2: Safety Grievance	17
Article XVII – Labor-Management Meetings	17
Section 17.1: Meeting Request.....	17
Section 17.2: Content	17
Section 17.3: Representation	17
Article XVIII – Subcontracting	18
Section 18.1: General Policy	18
Article XIX – Uniforms	18
Section 19.1: Uniforms	18
Section 19.2: Protective Clothing	18
Section 19.3: Winter Clothing	18
Section 19.4: Tool Allowance	18
Article XX – Personnel Records	18
Section 20.1: Personnel Records, Right of Inspection and Copies.....	18
Section 20.2: Accident Reports	19
Article XXI – Employee Assistance Program	19
Article XXII – Non-Discrimination	19
Section 22.1: Prohibition Against Discrimination.....	19
Section 22.2: Union Activity.....	19
Article XXIII – No Strike/No Lockout	19
Section 23.1: No Strike	19
Section 23.2: No Lockout.....	19
Article XXIV – Wages and Longevity	20
Section 24.1: Wage Rates.....	20
Section 24.2: Temporary Upgrade Assignments	20
Section 24.3: Longevity	20
Article XXV – Drug and Alcohol Policy	20
Article XXVI – Savings Clause	20
Article XXVII – Termination	21
Appendix A: Wage Schedule	
Appendix B: Grievance Form	
Appendix C: Family & Medical Leave Act Policy	
Appendix D: Uniform & PPE Policies	
Appendix E: Drug & Alcohol Policy	
Appendix F: Time Clock Policy	

PREAMBLE

In order to establish harmonious employment relations through a mutual process, to specify wages, hours, benefits, and working conditions, and to provide for the prompt and equitable resolution of disputes, the parties agree as follows:

AGREEMENT

This Agreement has been made and entered into by and between the Village of Algonquin, Illinois, (hereinafter referred to as the "Village") and the International Union of Operating Engineers, Local 150, Public Sector, (hereinafter referred to as the "Union"), on behalf of certain employees described in Article I.

ARTICLE I RECOGNITION

SECTION 1.1: RECOGNITION

The Village recognizes the Union as the sole and exclusive bargaining representative in all matters establishing and pertaining to wages and salaries, hours, working conditions, and other conditions of employment for employees within the following collective bargaining unit, as certified by the Illinois Labor Relations Board:

All full-time employees of the Village of Algonquin Department of Public Works in the following classifications: Maintenance Workers I, II, and III, Mechanic I, Fleet Mechanic, Senior Mechanic, Stock Coordinator, Laboratory Technician, Senior Building Technician, Operator Apprentice, and Water and Wastewater Operators. Excluded: All other employees including all confidential, managerial, and supervisory employees as defined by the Illinois Public Labor Relations Act.

SECTION 1.2: NEW CLASSIFICATIONS

The Village shall notify the Union within fifteen (15) working days of its decision to implement any and all new classifications pertaining to work of a nature performed by employees within the bargaining unit.

If the new classification is a successor title to a classification covered by this Agreement and the job duties are not significantly altered or changed, the new classification shall automatically become a part of this Agreement and the parties shall jointly file the appropriate petition with the Illinois Labor Relations Board. If there is a question on whether a new classification should be part of the bargaining unit, the parties will meet to discuss the matter prior to implementation.

ARTICLE II MANAGEMENT RIGHTS

SECTION 2.1: MANAGEMENT RIGHTS

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

**ARTICLE III
UNION RIGHTS**

SECTION 3.1: UNION ACTIVITY DURING WORKING HOURS

(A) In accordance with the Illinois Public Labor Relations Act, the Village shall provide to the Union, including its agents and employees, reasonable access to employees in the bargaining unit. This access shall be at all times conducted in a manner so as not to impede normal operations. This access includes the right to meet with one or more employees on the employer's premises during the work day to investigate and discuss grievances and workplace-related complaints without charge to pay or leave time of employees. Representatives of the Union shall have the right to conduct worksite meetings during lunch and other non-work breaks, and before and after the workday, on the employer's premises to discuss collective bargaining negotiations, the administration of collective bargaining agreements, other matters related to the duties of the exclusive representative, and internal matters involving the governance or business of the exclusive representative, without charge to pay or leave time of the employees.

(B) New Employees:

In accordance with the Illinois Public Labor Relations Act, within 14 calendar days from the date of hire of a bargaining unit employees, the Village shall provide to the Union in an electronic file or other mutually agreed format, the following information about the new employee: the employee's name, job, title, worksite location, home address, work telephone numbers, and any home and personal cellular telephone on file with the employer, date of hire, work email address, and any personal email address on file with the employer.

The Union shall have the right to meet with newly hired employees, without charge to pay or leave time of the employee, on the employer's premises or at a location mutually agreed to by the employer and the exclusive representative for up to one hour within the first two weeks of employment in the bargaining unit or at a later date and time if mutually agreed upon by the Village and the Union.

SECTION 3.2: TIME OFF FOR UNION ACTIVITIES

One Union Steward shall be allowed time off without pay for legitimate Union business, such as Union meetings and State or International conventions, provided such representative gives reasonable prior notice to his/her supervisor of such absence. The employee must utilize any accumulated time off (Holiday, Personal, Vacation Days, Comp Time etc.) in lieu of the employee taking such without pay.

SECTION 3.3: UNION BULLETIN BOARDS

The Village shall provide the Union with a place to hang their own bulletin board at the following work locations:

- 1) Lunchrooms located at 110 Meyer Drive and the Wastewater Treatment Plant; and

The boards or space shall be for the sole and exclusive use of the Union, upon which the Union may not post notices of a political, inflammatory nature. The Union will limit the posting of Union notices to said bulletin boards only.

SECTION 3.4: UNION STEWARDS

Duly authorized representatives of the Union shall be designated by the Union as Stewards. The Union may designate up to three (3) Stewards and will provide written notice to the Village Manager to identify the Stewards. At the signing of the contract the Union must provide in writing to the Village of Algonquin's Human Resources Director the names of the Union's designated Union Stewards. In addition, anytime there is a change in the employees serving as a designated steward, the Union must provide the Village of Algonquin's Human Resources Director written notice of the new members within five business days of the official effective date.

**ARTICLE IV
UNION DUES/FAIR SHARE CHECKOFF**

SECTION 4.1: DEDUCTIONS

In accordance with the Illinois Public Labor Relations Act, the Village agrees to deduct Union membership dues, assessments and fees each pay period from the pay of those employees who have on file with the Village a voluntary check off authorization.

Upon receipt of an appropriate written authorization from an employee, such authorized deductions, assessments or fees shall be made in accordance with the law and shall be remitted to the Union on a monthly basis at the address designated in writing

by the Union. The Union shall advise the Village of any increases or decrease in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

If an employee has no compensation due for a given pay period, the Employee shall inform the Union and Village of this fact and the Village shall not be responsible for the collection of said dues. The Union agrees to refund to the employee any amounts of money paid to the Union in error by the Village.

If an improper deduction is made, the Union shall refund directly to the employee any such amount and report it to the Village as soon as is practicable.

SECTION 4.4: UNION INDEMNIFICATION

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

ARTICLE V HOURS OF WORK AND OVERTIME

SECTION 5.1: WORKDAY/WORKWEEK

(A) Normal Workday

The normal workday for bargaining unit employees is eight (8) consecutive hours, excluding a thirty (30) minute un-paid lunch period, and the normal workweek is five (5) days, Monday through Friday. However, the Village reserves the right to alter the workday or work hour schedule on an as-needed basis for the following situations only:

- i) in emergency situations; or
- ii) rescheduling the entire bargaining unit as long as the Village provides a thirty-day (30) day notice to the Union with the intent to negotiate; or
- iii) deviate the work schedule of less than twenty percent (20%) of the entire bargaining unit.

The Village will not change any employee's work schedule if the purpose of such change is to diminish overtime opportunities. Whenever the Village desires to alter the workday or work hours of any employee it shall first solicit qualified volunteers to fill the position(s). If an insufficient number of employee's volunteer then the Village will select employees by inverse order of seniority, least senior first, of those qualified to perform the job. All overtime provisions pursuant to Section 4.5 shall apply. No change will result in a reduction of the normal work hours of eight (8) hours per day or forty (40) hours per week.

(B) Normal Working Time

The normal workday for bargaining unit employees is 6:30 a.m. to 3:00 p.m.

SECTION 5.2: LUNCH PERIOD and BREAK PERIODS

The 30-minute un-paid lunch and 15-minute paid afternoon break shall be combined unless the supervisor and division employees otherwise agree. The normal lunch period shall be 11:30 a.m. Bargaining unit employees shall receive two 15-minute paid breaks. The first break shall be at or around half way between the start of the day and the mid-point of the day and the second break shall be combined with the lunch as stated above or be at or around half way between the mid-point of the day and the end of the day.

If interrupting the nature of the assignment for lunch or break would cause a negative impact on the productivity or the continuation of the project, employees may be required to take their lunch and/or break(s) at the work site, stagger the lunch and/or break(s) for individual employees, or take their lunch and/or break(s) at the completion of the project. Should employees be required to work through their lunch or break periods, the Village will compensate employees for such time worked at the employee's rate of pay commensurate with the current applicable rate as dictated by this contract. To be compensated, the employee must notify his/her supervisor that they are working through lunch/break and the supervisor must approve the action prior to it occurring. Should the employee and supervisor mutually agree, employees may leave one-half hour early in lieu of overtime payment for the missed lunch period.

SECTION 5.3: OVERTIME REST PERIOD

No employee will be required to work more than sixteen (16) consecutive hours in any twenty-four (24) hour period. It is the responsibility of the employee to notify the Village when he/she has worked sixteen (16) hours in the twenty-four (24) hour period. The Village may relieve an employee any time after sixteen (16) hours. Employees will not be required to work more than sixteen (16) hours in any one day without being allowed an eight (8) hour rest period, except in civil emergency situations as described in Section 2.1 or when the employee so agrees. In non-emergency situations when the Village may need an employee to work more than sixteen (16) hours in a day, the Village shall solicit volunteers but will not require any employee to work more than sixteen (16) hours. If the sixteen (16) hour period ends during an employee's normal workday, the employee may utilize accrued vacation or other accrued hours to complete the remainder of the workday with compensation. Employees will not be required to work more than eighty (80) hours in any given calendar week. If the Village needs an employee to work more than eighty (80) hours in a week, the Village shall solicit volunteers and allow the volunteers to work more than eighty (80) hours in a week. Additionally, employees may be allowed to operate equipment for more than twelve (12) hours in any given day.

If the eight (8) hour rest period ends during the employee's normal work day, he/she may choose to work past the normal quitting time and work for eight (8) hours at straight time with supervisory approval. If the employee chooses not to work past the normal quitting time, he/she may utilize accrued time to complete the remainder of the workday with compensation, as listed above.

On the day prior to a normal work day, should an employee be called in to work between 10PM and the normal start time the next day, and should the employee work (actual time) in excess of three total hours, then the employee would be eligible to use benefit time to take off the entire next work day off, or any portion thereof, in order to allow for rest.

SECTION 5.4: OVERTIME MEAL PERIOD

Employees who work in excess of four (4) or more consecutive hours of overtime immediately after or before an eight (8) hour work day will be offered a fifteen (15) minute paid break at a time reasonably designated by their supervisor during the overtime work period. The employee shall receive additional fifteen (15) minute paid breaks for every additional four (4) hour period. Regularly scheduled overtime or overtime scheduled eight (8) hours in advance of work consisting of eight (8) hours or more will be treated as a regular work day for lunch and break purposes.

SECTION 5.5: OVERTIME COMPENSATION

The compensation paid employees for overtime work shall be as follows:

(A) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay when required to work in excess of eight (8) hours in a regular work day or forty (40) hours in a week.

(B) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular rate of pay for all hours worked less than eight (8) hours on Saturdays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Saturday.

(C) A bargaining unit employee shall be paid at one and one-half (1 1/2) his/her regular hourly rate of pay for all hours worked less than eight (8) hours on Sundays, and two (2) times his/her regular rate of pay for all hours worked in excess of eight (8) hours on Sundays.

(D) For purposes of this Section, "hours worked" shall include those hours for which the employee actively performs services for the Village as well as those hours, which are not worked but are paid for as vacation, holiday, compensatory time, personal days, and/or sick pay. Any other non-worked paid time, which is referenced in the Village of Algonquin's Personnel Policy Manual, will not be counted as hours of work for overtime calculation purposes.

SECTION 5.6: COMPENSATORY TIME IN LIEU OF OVERTIME COMPENSATION

At the employee's option, the employee may elect to receive compensatory time at the appropriate rate in lieu of paid overtime compensation.

Compensatory time not used in a calendar year can be carried over to the next calendar year with the approval of the Public Works Director. If the Public Works Director denies a request to carry over compensatory time, the time shall be paid to the employee. No more than sixty (60) hours of compensatory time can be accumulated at any one time. All compensatory time

in excess of sixty (60) hours will be paid in the next pay period at the rate of straight time. Compensatory time shall be taken in not less than four (4) hour increments and must have the prior approval of the superintendent or direct supervisor, which shall not be unreasonably denied.

The above language applies to employees on the payroll as of the date of execution; however, new employees hired after the signing of this contract will be limited to accumulating 40 hours total of compensatory time in any fiscal year. Once they have reached the 40-hour limit any and all other time will not be allowed to be banked and must be paid during that fiscal year.

In the event of death, any compensatory time earned but unused shall be paid at straight time to the designated beneficiary of the deceased employee.

SECTION 5.7 OVERTIME ASSIGNMENTS AND DISTRIBUTION

The Public Works Director or his designee shall have the right to require overtime work and employees may not refuse overtime assignments. Whenever practicable, overtime assignments will be scheduled on a voluntary basis, except for emergency situations, or except where qualified volunteers are not readily available. It is the objective of the Village to keep mandatory overtime scheduling at a minimum, consistent with the need of the Village to provide services. Those employees who are not on-call for the week in question that cannot be reached or who refuse when called will be excused from the overtime, barring emergency extenuating circumstances. Employees on Village approved vacation may be asked but will not be required to work overtime. Employees working outside of their regular scheduled shift and not a continuation of work will be guaranteed to be paid for a minimum of two hours of work at which they will be paid at the appropriate rate of pay.

The Employer shall assign non-emergency overtime as follows: Non-emergency overtime shall be offered on a voluntary basis, by first offering the overtime assignment to qualified employees within the division that has created the overtime. Additionally, if the non-emergency overtime is a continuation of the regular day's assignments or appended to the beginning of the regular shift, then the overtime may first be offered to the employee(s) who is assigned that job during the day, regardless of bargaining unit status, before the overtime work is offered to other qualified individuals within the division who would then volunteer in order of seniority provided that no non-bargaining unit individual shall work more than one (1) hour of overtime on the respective assignment. If additional personnel are needed, the Village will offer the overtime to qualified bargaining unit personnel from other divisions, prior to offering such overtime to any non-bargaining unit personnel. Overtime will be granted by seniority to bargaining unit personnel within the pre-determined time of announcement (i.e., the Parks Supervisor at 3:00 p.m. would ask full-time employees within the division first then do an all call requesting a response by 3:15 p.m.). Then the supervisor would select qualified employees by seniority from those responding. If an insufficient number of employees respond, then he would ask non-bargaining unit employees to work the overtime. If no employee volunteers, and it should be necessary to order an employee to stay or report in early, then overtime will be assigned to qualified employees on the basis of reverse seniority. Employees on Village approved vacation may be asked but will not be required to work overtime.

In emergency situations, the Village will call the designated person on the On-Call list to work overtime. The designated person on the on-call list shall, be available and not refuse overtime when called in that day.

Snow and ice control overtime shall be assigned in accordance with the Village's most current *Snow and Ice Control Plan* except that all primary routes shall be open to those who worked the routes in a workman like manner the previous year first and then other volunteers. Employees from other divisions shall not be required to take snow and ice control assignments, but may be assigned such responsibilities in order of reverse seniority to fill open positions. A sign-up sheet for volunteers to work snow and ice control assignments will be posted no later than September 1st of each year. Any employee who volunteers for snow and ice control assignments shall be responsible for the entire season, unless excused by the Public Works Director. The General Services Superintendent will make every attempt to provide adequate advanced notice to the operators as to their snow and ice route assignments for each pending season and will attempt to maintain these assignments over the entire season. The General Services Superintendent will make every effort to populate the ice control roster with operators that are listed only on the primary snow fighter roster. However, when absolutely necessary, the Village maintains its management rights to fill any vacated or unfilled, positions or alter assignments to cover vacated, or unfilled positions in the best interest of the Village of Algonquin, and the motoring public, however in no instance shall be mechanics be assigned any routes. No assignments, as designated by the Public Works Director and the General Services Superintendent, shall go unfilled. The Village shall assign the overall routes and number of drivers no later than October 25. The snow and ice control season shall be from November 1st to April 15th.

All Snow and Ice control operations will be managed by the General Services Superintendent or his designate in concurrence with most current revision of the Snow and Ice Control Plan.

SECTION 5.8: STANDBY ON-CALL ASSIGNMENTS AND CALL BACKS

Any Employee covered by this Agreement who is called back to work on an assignment which does not continuously follow an employee's regularly scheduled working hours shall be compensated a minimum of two (2) hours for each call back or the actual time worked, whichever amount is greater. "Call back time" hours will be paid at the applicable overtime rate of pay. For example, a minimum 2 hour call out on a holiday will be paid at a double time rate.

If an employee leaves his/her home in response to a call back, then the employee shall receive the two-hour call back minimum even if the call back is subsequently cancelled. Employees will not receive multiple two-hour call back minimums if additional call outs are made within the original two-hour call out. Multiple assignments that exceed the original two-hour minimum time period will be paid at 15-minute increments at the applicable pay rate. Employees, who respond to SCADA calls, during non-working hours, will receive a single two-hour call back minimum per day upon the first occurrence, even if the employee is not required to leave home. Multiple SCADA calls, including nuisance calls, where the employee can respond via telecommunication, computer, or Internet, will not constitute an additional two-hour call out minimum. SCADA calls requiring a field response will be handled as any other call out and will open a two-hour window that will cover any subsequent call outs.

Standby and on-call assignments shall be covered by Memorandum of Understanding attached hereto as Appendix G.

Employees on call shall receive four hours time off (at straight pay) for every week they are scheduled to be on call. These four hours off must be used in one four-hour increment within thirty (30) days after the call period ends. The four hours off shall not be considered as time worked for the calculation of overtime compensation. The four hours off shall constitute the sole compensation attributable to being on the "on call list".

If the employee fails to report when directed or cannot be reached (by telephone & pager), the employee will lose the supplemental on-call pay provided by this Section for that period for the first occurrence. In the event an employee is directed to report for overtime work and he fails to report or cannot be reached on a second and/or subsequent occasion within a rolling calendar year, he may be appropriately disciplined including loss of the four hours. If an on-call employee is unable to reach the on-call manager, then the employee may contact the Public Works Director. The Village reserves the right to fill on call vacancies in reverse seniority in the event of a lack of response to the on-call process.

When contacted by a supervisor, employees will be endeavor to respond (on site and ready to take appropriate action) within thirty (30) minutes, but in no instance shall response time exceed one hour of said contact unless credible and reasonable extended circumstances exist.

The Village shall post on the Union bulletin board an accumulative total of overtime in any given fiscal year on a monthly basis. Any grievance relating to perceived discrepancies in this summary must be reported to the Public Works Director within ten (10) business days of posting.

SECTION 5.9: NO PYRAMIDING

Compensation shall not be paid (nor compensatory time taken) more than once for the same hours under any provision of this Agreement.

**ARTICLE VI
SENIORITY**

SECTION 6.1: DEFINITION

For the purpose of this Agreement, seniority shall be defined as an employee's length of full-time service (in a non-supervisory capacity) with the Department of Public Works since his/her initial date of hire. Seniority shall accumulate during all authorized paid leaves of absence. If more than one person is hired on the same day, seniority preference will be established alphabetically.

SECTION 6.2: BREAKS IN SERVICE

An Employee's seniority and service record shall be broken by:

- Voluntary resignation;
- Discharge for just cause; and
- Retirement.

However, if an employee returns to work in any capacity within twelve (12) months, the break in continuous service shall be removed from his/her record for seniority purpose only.

SECTION 6.3: SENIORITY LIST

The Village will post a seniority list by Division (i.e., MWI, MWII, Mechanics, Operator, etc.) of all employees in the bargaining unit setting forth each employee's seniority date on a regular basis and/or anytime the list changes. The Village shall not be responsible for any errors in the seniority list unless it is brought to the attention of the Village in writing within twenty (20) business days after the posting of the list.

SECTION 6.4: PROBATIONARY PERIOD

An employee is probationary for the first twelve (12) months of employment. Time absent from duty during the probationary period shall not apply toward satisfaction of the probationary period. A probationary employee shall have no recourse to the grievance procedure.

A probationary employee shall have no seniority, except for purposes of requesting scheduled time off, pursuant to this Agreement, until he/she has completed the required probationary period. Upon such completion, he/she shall acquire seniority retroactively from the date of employment.

During the probationary period, sick leave, personal days, and vacation benefits (collectively "leave benefits") shall accrue. However, leave benefits shall not vest until the satisfactory completion of the probationary period. Should the employment of the probationary employee be terminated, for any reason, prior to the satisfactory completion of the probationary period, any such accrued leave benefits shall be forfeited.

ARTICLE VII FILLING OF VACANCIES

SECTION 7.1: BARGAINING UNIT VACANCY

A vacancy is created when the Village determines to increase the work force or fill a position when any of the following personnel transactions take place within the bargaining unit: terminations (for just cause), promotions, resignations, transfers or demotions (for just cause).

SECTION 7.2: POSTING

Whenever a vacancy occurs within the Public Works Department in an existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all Union bulletin boards for five (5) working days. During this period, employees who wish to apply for such vacancy, including employees on layoff, may do so by submitting a written request to Human Resources.

SECTION 7.3: SELECTION

Except as provided below, the Village shall fill the permanent vacancy by hiring, promoting, or transferring the most qualified candidate. Qualifications shall be based upon skill, ability, experience (with the Village and/or outside experience), education, and training. However, for example, the Village shall not hire an outside candidate as a Maintenance Worker II unless there are no qualified Maintenance Worker I candidates currently working for the Village.

In addition, an employee who is promoted shall be placed at the next highest step in the new classification that would result in a raise. The employee's anniversary date shall remain his/her hire date, not the promotion date or step. The Village reserves the right to hire an outside candidate and at the discretion of the Human Resource Director. Newly hired employees who have previous experience, may be placed in the wage schedule as seen fit by the Village.

SECTION 7.4: INVOLUNTARY TRANSFER

Should the Village need to move bargaining unit employees between divisions because of a temporary personnel shortage, it shall do so by permitting employees to volunteer for such assignment in order of seniority among those qualified to perform the work. If enough volunteers cannot be found, the Village may assign employees among those qualified to perform the work. However, an employee shall not be transferred for more than one (1) year without his/her agreement. The transferee shall be paid at the higher rate of pay.

**ARTICLE VIII
LAYOFF AND RECALL**

SECTION 8.1: DEFINITION AND NOTICE

A layoff is defined as a reduction in currently filled bargaining unit positions. The Village shall give the Union as much advance notice as is possible of any layoffs, but no less than one month.

SECTION 8.2: LAYOFF PROCEDURE

The Village, in its discretion, shall determine whether a layoff is necessary. Should it become necessary to reduce the work force, employees shall be laid off from within their classification in inverse order of seniority. Prior to laying off any bargaining unit employee(s), all seasonal, temporary, probationary and part-time employees in the effected classification shall be laid off. Non-bargaining unit employees qualified to perform bargaining unit work shall not be utilized for a period of more than thirty (30) consecutive days to perform such work in the effected classification while a layoff condition exists. When the least senior employee(s) in an effected classification is laid off, that employee will have the opportunity to displace any less senior bargaining unit employee in another classification provided he/she is immediately qualified to perform the work in question.

SECTION 8.3: RECALL

Employee(s) who are laid off shall be placed on a recall list for a period of twelve (12) months. Employee(s) on the recall list shall be recalled in seniority order (most senior first) provided they are fully qualified to perform the work available.

Employee(s) eligible for recall shall be given twenty-one (21) calendar days' notice of recall with the first day being the date the notice is received by the employee. The notice of recall shall be sent by certified mail, return receipt requested, with a copy to the Union. The employee must notify the Director of Public Works or his/her designee of his/her intention to return to work within seven (7) calendar days after receiving a notice of recall. The Village shall be deemed to have fulfilled its obligations by mailing the recall notice by certified mail, return receipt requested, to the mailing address last provided by the employee to the Human Resources Officer. If an employee fails to respond to recall, or report for work upon recall in a timely fashion, the employee shall lose all recall rights. Employees on layoff must notify the Village of Algonquin within twenty-one calendar days of any change of address. This notification must be sent certified mail and return receipt.

Employees on the recall list for more than twelve (12) months prior to being recalled to work must pass a physical examination, which includes drug testing to determine current fitness to perform work.

Employees on layoff who are recalled to work shall have their seniority restored.

**ARTICLE IX
DISCIPLINARY PROCEDURES**

The Village agrees with the tenets of progressive and corrective discipline and that it shall be imposed only for just cause. The following forms of discipline are considered progressive and are listed in order of increasing severity. However, the Village may skip any level of discipline based on the severity of the incident.

- (A) Oral warning with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.
- (B) Written reprimand with copy of such signed by the employee and filed in the employee's personnel file, with copy given to the employee.
- (C) Suspension without pay with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to the employee and a Union Steward.
- (D) Discharge with documentation of such signed by the employee and filed in the employee's personnel file, with copy given to employee and a Union Steward.

Prior to actual imposition of any discipline, the employee shall be afforded an opportunity to discuss his/her views concerning the conduct causing such disciplinary action. Such discussion should take place as soon as practicable and not be unduly or unreasonably delayed, and the employee shall be informed clearly and concisely of the basis for such action. Per this agreement (and the Illinois Public Labor Relations Act), the Village recognizes the Union's right to represent its employees in any

disciplinary process and recognizes the employees' rights to have Union representation during the disciplinary and grievance processes including the right to have a Union representative present during investigatory interviews.

The Village may maintain, in an employee's personnel file, written documentation of oral warnings and written reprimands. However, except where an employee has exhibited a pattern of conduct, which was the subject of a warning or reprimand, and except in cases involving discrimination, harassment, insubordination, misuse of equipment, and drug or alcohol usage, the Village agrees that any such warning or reprimand shall not, after the passage of two years, be considered in determining subsequent discipline.

ARTICLE X GRIEVANCE PROCEDURE

SECTION 10.1: DEFINITION

A grievance is defined as a complaint raised by an employee or the Union against the Village alleging that there has been a violation, misinterpretation or misapplication of this Agreement.

SECTION 10.2: PROCESSING OF GRIEVANCE

Except for step one, grievances shall be processed only by the Union on behalf of an employee or on behalf of a group of employees or the Union itself. The Grievant or one Grievant representing a group of Grievants may be present at any step of the grievance procedure, and the employee is entitled to Union representation at each and every step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group.

SECTION 10.3: GRIEVANCE STEPS

STEP ONE: SUPERINTENDENT

The employee, with or without a Union representative, or the Union may file a written grievance with the employee's appropriate Division Superintendent within twenty (20) business days of the event giving rise to the grievance, or when the employee or Union reasonably should have realized that a dispute existed. The supervisor shall attempt to adjust the matter and shall respond in writing within twenty (20) business days.

STEP TWO: DIRECTOR OF PUBLIC WORKS

If the grievance remains unsettled after the response in Step One, the Union may submit a written grievance to the Public Works Director within fifteen (15) business days of the Step One response, or depending on the circumstances the Union may file the grievance directly at Step Two, in which case it must be filed within fifteen (15) business days of the event giving rise to the grievance or when the employee/Union reasonably should have realized that a dispute existed.

The Public Works Director shall schedule a conference with the Union within ten (10) business days of receipt of the grievance to attempt to adjust the matter. The Public Works Director shall submit a written response within ten (10) business days of the conference. If the conference is not scheduled, the Public Works Director shall respond to the grievance in writing within ten (10) business days of receipt of the appeal.

STEP THREE: VILLAGE MANAGER

If the grievance remains unsettled after the response in Step Two, the Union may submit a written appeal to the Village Manager within ten (10) business days of the Step Two response. The Village Manager shall schedule a conference within ten (10) business days of receipt of the appeal to attempt to adjust the matter. The Manager or his/her designee shall submit a written response within twenty (20) business days of the conference. If the conference is not scheduled, the Manager or his/her designee shall respond to the grievance in writing within twenty (20) business days of receipt of the appeal.

STEP FOUR: ARBITRATION

If the grievance remains unsettled after the response in Step Three, the Union may refer the grievance to arbitration within thirty (30) business days of the Step Three, response. The parties shall attempt to agree upon an arbitrator within ten (10) business days. If the parties are unable to agree upon an arbitrator, the Union shall request a panel of seven (7) arbitrators from either the Federal Mediation and Conciliation Service or the American Arbitration Association. The parties shall alternately strike the names of Arbitrators, taking turns as to the first strike. The person whose name remains shall be the Arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of Arbitrators.

Both parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the Arbitrator. Both parties shall have the right to request the Arbitrator to require the presence of witnesses and/or documents. Each party shall bear the costs of its own witnesses.

Questions of arbitrability shall be decided by the Arbitrator. The Arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the Arbitrator shall then proceed to determine the merits of the dispute. The Arbitrator shall neither amend, modify, nullify, ignore, add to or subtract from the provisions of this Agreement.

The expenses and fees of the Arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to the appointment of a permanent Arbitrator(s) during the term of this Agreement or to use the expedited arbitration procedures of the American Arbitration Association.

The decision and award of the arbitration shall be final and binding to the Union, employee(s) and Village. Such decision shall be within the scope and terms of this Agreement but shall not change any of its terms or conditions.

If either party desires a verbatim record of the proceedings, it may cause such to be made, providing it pays for the record and makes a copy available without charge to the Arbitrator. If the other party desires a copy, it shall equally pay for such expenses of the other party initially ordering such record, minus the costs of copying such.

SECTION 10.4: GRIEVANCE FORMS

The written grievance required under this Article shall be on a form, which shall be provided by the Union and attached as Appendix B. It shall contain the name(s) of the Grievant (or the Union if filed on behalf of the entire bargaining unit), a statement of the Grievant's complaint, the section(s) of this Agreement that have been allegedly violated, the date of the alleged violations and the relief being sought. The form shall be signed and dated by the Grievant or the Union representative who filed the grievance and by the Village representative. An improper grievance form, date, section citation or other procedural error shall not be grounds for denial of the grievance.

SECTION 10.5: TIME LIMITS

Time limits for filing, appealing, or responding to grievances, or for scheduling grievance conferences, may be waived or extended by agreement between both the Village and the Union.

SECTION 10.6: PAID TIME

The grievant(s) and Union Steward(s) shall not be paid for time spent in grievance meetings unless scheduled during work time. Employees attending arbitration hearings will not be paid unless they utilize accrued benefit hours.

**ARTICLE XI
HOLIDAYS AND PERSONAL DAYS**

SECTION 11.1: GENERAL INFORMATION

All full-time employees shall receive the following paid holidays:

New Year's Day	Thanksgiving Day
Friday before Easter	Day After Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	

These holidays shall not be scheduled on a Saturday or Sunday. All holidays referenced within this contract are assumed to be those listed in this Section (11.1).

SECTION 11.2: SPECIFIC APPLICATIONS

(A) The Village Manager or his designee will post by December 15th a schedule of days off for the Village observed holidays that fall in the next calendar year. Where applicable the actual calendar holiday will serve as the official day for benefits and compensation (i.e., if the 4th of July is on Sunday, and the Village is off on Monday the 5th, Holiday OT per this contract will be paid on Sunday the 4th). All employees will receive the 8 hours' regular pay on Monday the 5th, and those who are called in

to work OT on Monday the 5th will be paid at 1 ½ at their applicable pay). However, in no event shall the Village schedule any holiday on a Saturday or Sunday.

(B) To be eligible for holiday pay, employees must work the scheduled day prior to the holiday and their regularly scheduled day after the holiday, unless otherwise approved. If absent either or both of these days due to claimed illness, to be eligible for holiday pay, the Village may require acceptable written verification signed by a doctor as proof of such illness, provided the Village requests such verification within twenty-four (24) hours of the employee's return to work.

SECTION 11.3: HOLIDAY PAY

In addition to the normal eight (8) hours holiday pay benefit, employees shall be paid two (2) times his/her regular hourly rate of pay for all hours worked on a holiday (as designated in Section 11.1).

SECTION 11.4: PERSONAL DAYS

Newly hired regular full-time employees will receive twenty-four (24) hours of personal time to be utilized prior to the end of fiscal year after their hire date. Thereafter, regular full-time employees shall receive twenty-four (24) hours per year* to be absent from work. These twenty-four hours (24) must be used by the end of the fiscal year they are provided in. *After your first anniversary date, personnel days are awarded at the beginning of every fiscal year (May 1).

Personal days must be used during the year in which they are earned and shall be paid at the employee's regular rate of pay for eight (8) hours. Personal days can be carried over from one year to the following year (with the approval of the Public Works Director), but they may not be taken on any of the above listed holidays. Any personal days carried over from the previous year must be utilized within thirty (30) days. The Village may require an employee to utilize unused personal days. Personal day(s) not taken by the end of the year shall be paid to the employee. Any accrued personal days unused and due to the employee shall be paid to the employee upon his/her resignation or retirement from employment. In the event of death, any personal days unused shall be paid to the designated beneficiary of the deceased employee. Personal days may be used in .25-hour increments

**ARTICLE XII
VACATIONS**

SECTION 12.1: VACATION ACCRUAL

Bargaining unit employees shall earn vacation as follows:

<u>Years of Service</u>	<u>Vacation earned</u>
Less than 1 year	None
After 1 year	48 hours
At 2 years, but less than 5 years	88 hours
At 5 years, but less than 11 years	136 hours
At 11 years, but less than 18 years	176 hours
At 18 years or longer	208 hours

All regular full-time employees of the Village earn vacation hours which are determined by length of service according to the following parameters: a lump-sum vacation benefit is earned at the completion of one (1) full continuous year of service according to the table in Section 12.1, and thereafter vacation hours are earned at the end of each month of full service, based on the employee's hire date. Other than during the first year of employment, one-twelfth of the vacation benefit for a given year is earned each month. Beginning with and during the second year of employment, the vacation hours earned by an employee for having completed the first year of service are available for use, as well as the vacation hours as they are earned monthly during the second year. Subsequent years of service follow the same pattern as shown in the table in Section 12.1. For example: An employee hired on 1/6/22 will receive 6 days (48 hours) of vacation on 1/6/23. He/she then begins to accrue 7.33 hours of vacation each month (totaling 11 days by 1/6/24) to be used by 1/6/25. The vacation that he/she earns between 1/6/24 and 1/6/25 should be used by 1/6/26.

Vacation time that has been earned and/or accrued may be taken during the anniversary year in which it is available. The term "anniversary year" means the period of twelve (12) months following each annual anniversary of the employee's hire date. The Village recognizes that in some instance's employees may not be able to use all of their available vacation during their anniversary year. The Village Manager may therefore authorize an employee to carry over vacation time from one anniversary year to the next, which shall be limited to a maximum of five (5) days and which must be used within the next anniversary year. No carry-over vacation may be accumulated to a subsequent year. An employee must submit a written request for carry-

over, no later than thirty (30) days prior to his anniversary date, explaining the special conditions that should be considered as to why the carry-over should be granted. The employee's request shall not be unreasonably denied. If an employee fails to utilize vacation time within the time required, the Village may, in the exercise of its discretion, require an employee to utilize vacation time, as specified by the Village, or it will pay the employee for unused vacation.

No paid vacation time may be taken in excess of or in advance of earned vacation time without advance written approval of the Village Manager. Vacation time is not earned and does not accrue while an employee is on a leave without pay. If a payday falls during an employee's scheduled vacation, he may not receive his paycheck in advance. Vacation benefits are designed for employees to have occasional rest and recreation away from the workplace. Therefore, employees should take their vacations, and pay in lieu of vacation shall not be permitted (except when an employee is leaving the employ of the Village and has or will have unused earned vacation time by the time of their final day of work), unless evidence of extenuating circumstances is presented to the satisfaction of the Department Head and the Village Manager.

If an employee terminates prior to his/her anniversary date and has already taken his/her full vacation due to scheduling requirements, the employee shall reimburse the Village for the amount of unearned vacation taken from his/her last paycheck. If an employee terminates and has earned vacation credit available, it will be paid to him/her with his/her last paycheck.

SECTION 12.2: VACATION USAGE

Employees may take vacation in no less than two (2) hour increments.

If a holiday should fall during the scheduled vacation period, the employee shall not be charged for vacation on the holiday.

Vacation time shall be scheduled and taken with the approval of the employee's supervisor. Sealed vacation bids should be submitted to the employee's supervisor by October 1st of each year (or by the Friday prior if October 1st falls on a Saturday or Sunday) for vacation to be booked in the subsequent year. Vacation bid requests will be opened at the end of business that day. If two or more requests for the same time off are made simultaneously and cannot be granted, then the selection will be made by seniority. All other vacation time will be scheduled on a first-come, first-served basis. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request. Vacations will be scheduled on a "first-come, first-served" basis. If two or more requests for the same time off outside of the bidding process are made simultaneously and cannot be granted, then selection will be made by seniority. Once approved, a vacation will not be canceled because a more senior employee makes a subsequent request for the same time off. However, this does not prohibit the Village from granting the subsequent vacation request in addition to the prior request.

Employees must submit vacation requests of more than three (3) days to their Department Heads no later than ten (10) business days prior to the requested vacation. Vacation requests of three (3) or less days require a 24-hour advance notice unless otherwise approved by the immediate supervisor. Vacation requests can be denied by the supervisor based on workload, staffing needs, and schedules, but the reason for the denial must be provided in writing to the employee making the vacation request.

From October 15 through April 15, three drivers may be on vacation, but no more than two primary drivers at the same time or no more than two secondary drivers at the same time. Nothing herein prohibits the Village from approving additional vacation requests. At no time during the calendar period above shall a primary and secondary driver assigned to the same route be on vacation at the same time.

Should extenuating circumstances prevent employees from taking all of their earned vacation within the one-year time period, employees may request to carry the remaining vacation time over into the next year. The Village is not obligated to grant such requests. If an employee's scheduled vacation is canceled or an employee is recalled from a vacation in progress because his services are required by the Village, the employee will be allowed to carry over those vacation days to the following anniversary year if necessary. Any vacation time carried over to the next anniversary year must be used by the end of that anniversary year, or it shall be paid to the employee. In the event of a canceled or recalled vacation where carryover has occurred, not more than one year's permitted vacation period shall be taken at one time without the prior written approval of the Village Manager. If vacation time is not used in the required period, the Village reserves the right to require the employee to take the time off.

SECTION 12.3: VACATION PAY

Vacation pay shall be paid at the rate of the employee's straight time hourly rate in effect for the employee's job classification on the payday immediately following the employee's vacation. In the event of death, any vacation earned but unused shall be paid to the designated beneficiary of the deceased employee.

ARTICLE XIII LEAVES OF ABSENCE

SECTION 13.1: SICK LEAVE

Accrual

After ninety (90) days of their initial employment, employees will accrue sick leave at the rate of one (1) sick day for each calendar month of service.

Use

Sick leave will be granted to an employee who is unable to report to work during his/her regular work schedule (non-overtime work) due to non-work-related illness or injury that prevents him/her from effectively performing his/her job or to care for a family member. Sick leave shall also be granted for any form of preventive medicine or treatment that requires the employee to take time off during normal hours to see his/her doctor, receive hospital or clinical services, dental care, optometrist appointment, and other similar medical attention. Sick leave may be used in .25-hour increments.

Proof of Illness

If sick leave is used for more than three (3) consecutive days, medical proof of illness or injury may be required by the Department Head or his/her designee if he/she reasonably believes that the employee has abused sick leave before an employee may return to work or receive sick leave benefits. If the Department Head or his/her designee reasonably believes an employee has exhibited a pattern of abusing sick leave, written notice of that belief shall be given to the employee. Thereafter, the Village may request medical proof of illness or injury before the employee may return to work or receive sick leave benefits. Notwithstanding the foregoing, any time an employee has utilized sick leave for more than three (3) consecutive days, the Village may, before an employee may return to work or receive sick leave benefits, request medical proof of illness or injury when the Department Head or his/her designee reasonably believes the employee has abused sick leave.

Notification of Usage

Absent emergency, notice of absence due to illness or injury shall be given to a member of management at the earliest opportunity but no less than thirty (30) minutes before the start of the employee's work shift unless it is shown that such notification was impossible. Failure to properly report an illness may be treated as an absence without pay. In the case of an extended illness, notification of absence shall occur as directed by supervision.

Sick Leave Accumulation and Buy Back

An employee who uses less than thirty-two (32) hours sick leave in the one (1) year period between January 1 and December 31 may receive (at the employee's option) payment (at the hourly rate as of December 31) for the difference between thirty-two (32) hours and the amount actually used. The number of hours for which payment is received will be subtracted from the employee's accumulated sick leave. Employees hired after January 1 of any year are not eligible for this payment in the year in which they are hired. An employee must work the entire year to receive any payment under this program, excluding usage under the FMLA. Employees will not be forced to take sick leave in any instance where the employee is not sick. Additionally, what has become known as "sick emergency" leave shall not count against the buy-back provisions of this section.

In addition, upon separation, the Village shall pay to the employee who is voluntarily leaving his employment one half of the employee's accrued but unused sick days in excess of sixty (60) days, up to a maximum of 200 hours of pay. For example, if an employee retires with 86 accrued but unused sick days, the employee will be paid for 13 sick days (i.e. one half of the 26 days that are in excess of the 60 days).

SECTION 13.2: DISABILITY LEAVE

In the event of a temporary disability, an employee may apply for disability payment through the Illinois Municipal Retirement Fund (IMRF).

SECTION 13.3: FUNERAL LEAVE

Regular full-time and regular part-time employees shall, in the event of the death of an immediate family member, be granted a paid leave of up to three (3) workdays for bereavement. In the event of the death of an extended family member, employees may be granted a paid leave of up to one (1) workday. For the purposes of this section, "work day," means the number of hours or portion of a day that the employee would normally have worked. Vacation, sick, or personal days may be used if additional time off is needed. For the purpose of this section, immediate family is defined as spouse, child, stepchild, foster child, legal guardian, brother, sister, parent, grandparent, grandchild, step-brother, step-sister, step-parent, mother and father-in-law, brother and sister-in-law, son and daughter-in-law, and spouse's grandparent. Extended family member is defined as aunt, uncle, niece, nephew, and cousin. The employee's Department Head must approve all requests for leave with pay because of a death in the family and will determine the number of days of leave to be granted to the employee based on the circumstances, including but not limited to any travel distance.

SECTION 13.4: MILITARY LEAVE

Military leave and re-employment rights will conform to applicable federal and state law.

SECTION 13.5: JURY OR WITNESS DUTY LEAVE

Regular full-time or regular part-time employees shall receive full pay for time not worked while serving on jury duty for the term of the jury service, or testifying as a witness on behalf of the Village, or testifying pursuant to a subpoena regarding matters related to their employment with the Village. To receive full pay, employees shall endorse or turn over to the Village any payment received for such jury or witness duty, such as jury pay vouchers and checks, or other forms of compensation for witness fees. The employee will then receive his regular paycheck at the regular time.

Employees summoned to jury duty or subpoenaed to testify in court or other proceedings must immediately notify their Department Head so that proper arrangements for the employee's absence may be made. Failure to notify their Department Head in a timely manner may result in the employee not being compensated for such civic duty.

Employees serving on jury duty or as a witness on behalf of the Village will continue to accrue vacation, sick leave, and other similar benefits.

No employee shall receive pay for time not worked while testifying as a witness in a case filed by the employee against the Village, its officers or employees, or in a case which is personal and not related to Village operations or the employee's employment with the Village.

SECTION 13.6: FAMILY AND MEDICAL LEAVE

It is the policy of the Village of Algonquin to comply with all provisions of the Family and Medical Leave Act (FMLA). For benefit coverage and procedures under this program, please refer to Appendix C.

SECTION 13.7: TIME OFF TO VOTE

Employees working in excess of their regularly scheduled workday will be granted necessary time off without pay to vote in formal local, state and national elections. When required to stay for overtime, it is the employees' responsibility to notify their supervisor of their intent to exercise their right to vote in that day's election. If no bargaining members are willing to stay over, reverse seniority will be implemented to schedule employees for said overtime assignment.

SECTION 13.8: DISCRETIONARY LEAVE OF ABSENCE

All regular full-time employees may be granted leaves of absence after they have been employed for six (6) full months. For the purpose of this section, "leaves of absence" or "personal leaves" are defined as time taken off from work for personal reasons, such as educational purposes, travel, or other personal circumstances, that are not covered by the provisions of the Family and Medical Leave Act.

Leaves of absence shall be without pay.

Requests for leaves of absence must be presented in writing to the Human Resources Director at least one (1) month in advance of the date the requested leave is to begin or as soon as the employee becomes aware of the situation giving rise for the need for the leave in order to be considered. The written request for leave must include the reason for the request, the anticipated length of the leave, and the employee's address and phone number while on leave. Employees may request that the exact nature of the personal reason be kept confidential. Requests will be reviewed and a decision will be made which considers the needs

of the employee and of the department and of the Village. Due to varying staffing and operational needs, each request is considered independently. Approval is not guaranteed.

Requests for leaves of absence without pay may be granted for periods of up to one (1) year with the approval of the Village Manager and/or the Human Resources Director and/or their designee. Extensions of a leave of absence already being taken must be requested in writing to the Village Manager no later than sixty (60) days before the current leave will expire, and may not be for a period of time longer than the original leave granted, the combination being subject, however, to the one (1) year limit.

Approval of extensions is not guaranteed.

Any employee granted a leave of absence may keep his or her group life and health insurance, and retirement plans (if applicable) in full force during his or her leave by arranging for payment of the entire premiums/deductions and any additional surcharges permitted by law during the absence. Such arrangements must be made with the Human Resources Director prior to going on leave. Failure to make such arrangements, or failure to make the required payments in a timely manner, will result in cancellation of the benefits. If a benefit is so canceled, the rules and regulations of the carrier or provider will be observed if the employee returns and seeks reinstatement of coverage. No other benefits shall accrue during a leave of absence. However, seniority rights are maintained as of the date the leave began.

Employees considering a leave of absence must be aware that the Village will not guarantee to hold their job open for them during the period of the leave. There is no assurance of reinstatement to employment in any capacity at the conclusion of the leave. If there is an open position for which the employee is qualified at the conclusion of his or her leave, the employee, along with all other qualified candidates, will be considered for the position. When determining who to place in the open position, the Village shall consider the individual's length of service with the Village prior to going on the leave of absence. Additionally, the leave of absence and the reason therefore shall not negatively affect the Village's decision.

If, at the conclusion of an approved leave of absence, the employee fails to return to work, that employee shall be considered as having abandoned his job and having voluntarily terminated his employment.

ARTICLE XIV HEALTH INSURANCE

SECTION 14.1: HEALTH INSURANCE COVERAGE

If the employee elects the group health and hospitalization insurance and dental insurance provided by the Village, that plan shall be the same group health and hospitalization insurance and group dental insurance that is provided to all other Village employees. If the Village desires to change the Village plan, or any part thereof, it shall notify the Union prior to such changes. No changes shall be made unless they are made for all Village employees.

SECTION 14.2: COST OF MEDICAL AND DENTAL INSURANCE

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

Single plus one and/or Family coverage	
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15% a month of the actual and total premium paid by the Village for invoice(s) for the coverage (i.e. \$250.27 which is 15% of the actual \$1,668.49 paid by the Village for health and dental premium for family HMO Enhanced coverage.) (i.e. \$293.85 which is 15% of the actual \$1,959.02 paid by the Village for health and dental premium for family PPO Enhanced coverage.)

If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee's contribution even if the Village changes the cost for other Village employees.

Premiums paid by employees in the bargaining unit will not exceed those paid by other non-administrative employees.

SECTION 14.3: TERM LIFE INSURANCE

The Village will provide life insurance coverage for each bargaining unit employee in an amount of \$50,000. The Village will contribute 100% of the total cost for this Basic Life Insurance benefit. The terms of the life insurance plan or plans shall be exclusively controlled by the plan documents, and employees shall be provided with the same coverage provided to non-Union personnel at the Village.

A voluntary Supplemental Life Insurance program will continue to be offered to eligible employees at rates regulated by the insurance carrier. Bargaining unit members who wish to participate in this program will contribute one hundred percent (100 %) of the total cost once their participation is approved by the insurance carrier.

If the Village desires to change the plan, it shall notify the Union prior to such change. No changes shall be made unless they are made for all Village employees. However, the Village shall not change the employee’s contribution even if the Village changes the cost for other Village employees.

**ARTICLE XV
EMPLOYEE SAFETY, TRAINING AND EDUCATION**

SECTION 15.1: POLICY

All bargaining unit members will be trained on proper safety techniques according to State, Federal, and Manufacturing guidelines for the tasks that they are assigned.

SECTION 15.2: REIMBURSED TRAINING

The Village agrees to compensate all permanent full-time employees for all training, schools, and courses which the Village requires an employee to attend. The Village agrees to compensate bargaining unit employees for all hours spent traveling or receiving instruction at the applicable straight time or overtime rate. The Village may provide a vehicle for the employee to use to attend the seminar. When an employee is required to use his/her own automobile, the Village will provide reimbursement for mileage (at the rate approved by the Internal Revenue Service), tolls, parking, and garage charges. Employees shall be reimbursed for the actual cost of meals up to \$13.00 for breakfast, \$14.00 for lunch, and \$23.00 for dinner. Receipts are required for all reimbursements. No reimbursement for alcohol will be made. In the event an employee needs to stay overnight at such training/school session, the Village will set up and pre-pay for lodging as long as the employee provides the Village notice at least 15 days in advance of said training. Likewise, the Village will pay for training an employee is required to attend because the Village required that employee to attend said training.

Employees shall not receive any additional compensation for training courses for school programs they elect but are not required to attend, even though those courses or schools are approved by the Village, where such attendance is during the employee's nonscheduled work time, unless the Village agrees otherwise in writing prior to the employee's attendance in the course.

The Village shall reimburse all bargaining unit employees the additional cost of obtaining and/or renewing their Commercial Driver's Licenses. Any testing will be on Village time and the Village will pay all fees for the test.

SECTION 15.3: EDUCATIONAL INCENTIVE

Regular full-time employees enrolled in a degree program or a course directly related to municipal business or to the employee's position may request tuition reimbursement from the Village. Before reimbursement may be granted, the employee must notify and receive written approval from his Department Head and the Village Manager as soon as possible. The Village Manager shall make the final determination regarding whether a course or degree program is job-related and may deny any request for reimbursement not classified as such.

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

- Grade A - 90%
- Grade B - 75%
- Grade C - 50%
- Grade D or F - no reimbursement
- Pass/Fail - 70% for Pass

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

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

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

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

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

The maximum amount of tuition or training reimbursement that may be paid to any employee is \$1000.00 in any one fiscal year. In the event that funding is not available in the budget or has already been expended for any fiscal year, but all other requirements are met, employees are encouraged to re-submit the request during the following fiscal year.

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

ARTICLE XVI SAFETY

SECTION 16.1: UNSAFE CONDITIONS

Employees who reasonably and justifiably believe that their safety and health are in danger due to an alleged unsafe working condition or equipment, shall immediately inform their supervisor who shall have the responsibility to determine what action, if any, should be taken, including whether or not the job should be discontinued.

SECTION 16.2: SAFETY GRIEVANCE

A grievance involving an alleged violation of this Article shall be submitted directly to Step One of the grievance procedures and a grievance hearing shall be promptly scheduled.

ARTICLE XVII LABOR-MANAGEMENT MEETINGS

SECTION 17.1: MEETING REQUEST

The Union and the Village may meet in the interest of promoting harmonious relations. Such meetings shall be requested at least seven (7) calendar days in advance by either party by placing in writing a request to the other for a "labor management meeting" and expressly providing the agenda for such meeting. Such meetings and locations when mutually agreed upon shall be limited only to agenda items. The seven (7) day period may be waived by written agreement of the parties.

SECTION 17.2: CONTENT

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

SECTION 17.3: REPRESENTATION

The Village shall be represented by the Human Resources Director and the Public Works Director and/or their designees. The Union shall be represented by a business representative and the Union Stewards.

**ARTICLE XVIII
SUBCONTRACTING**

SECTION 18.1: GENERAL POLICY

No bargaining unit employees shall be laid off or have their number of regular work hours reduced as a result of any decision by the Village to subcontract any work normally and traditionally performed by the employees covered by this agreement unless the employees are not qualified to perform the work, or if the work would subject the employees to a hazardous or unsafe condition, or the Village does not have enough employees to maintain appropriate staffing.

**ARTICLE XIX
UNIFORMS, TOOLS AND EQUIPMENT**

SECTION 19.1: UNIFORMS

Bargaining members shall comply with the attached copy of the Village of Algonquin's Uniform Policy (Appendix D). At the Union's request, the Village will discuss the Uniform Policy at Labor/Management Meetings. Employees shall receive an annual allowance of \$500.00 for uniforms.

SECTION 19.2: PROTECTIVE CLOTHING

Bargaining members shall comply with the attached copy of the Village of Algonquin's PPE Policy (Appendix D). Once per year, on or about the September 1, the Village will provide each employee with boots up to the maximum cost of \$200.00, based upon need. Should the employee choose to buy an approved boot from a designated supplier that exceeds the \$200.00, the employee shall pay the difference at the time of purchase. The employee must demonstrate need for new boots to his/her supervisor by the above date so that Public Works Administration can produce purchase vouchers for the employees in a timely fashion. Once the employee has secured his new boots, the old boots will be turned into the supervisor for disposal within 60 days of the date of purchase. This will allow the employee ample time to break in the new boots and insure that each individual is wearing safe, sturdy, and presentable footgear at all times. An employee will be allowed to keep one worn (second) pair of boots in his/her possession for working in dirty or messy conditions, such as asphalt paving. Should an individual have a pair of boots fail mid-year or if it was determined there was no need for replacement at the September 1 date and the footgear subsequently failed, then these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of footgear will not be a reason for immediate replacement.

SECTION 19.3: WINTER CLOTHING

Winter Gear is defined as: a two-piece set (jacket and pants/bib overalls) or a one-piece coverall. Prior to November 1 of each year, each new employee will be provided one set of winter gear. Once per year, on or about September 1, the Village will place an order for winter gear. Existing employees must demonstrate need for new winter gear to his/her supervisor by September 1 so Public Works Administration can order and process all winter gear in a timely fashion for distribution by as close to November 1, as possible. When new winter gear is distributed, the employee must turn in his/her old article to receive the replacement. This will insure that each individual is wearing durable and presentable winter gear at all times. Should an individual have a piece of winter gear fail mid-year due to extreme wear or damage, these cases will be resolved equitably between the employee, his/her supervisor and Public Works Administration. Abuse or misuse of winter gear will not be a reason for immediate replacement.

SECTION 19.4: TOOL ALLOWANCE

The Village will reimburse employees for personally owned tools that are approved by his/her supervisor for use in the employee's job and are damaged while performing tasks associated with that job (unless manufacturer's warranty cover replacements), as long as the broken tool is presented as claimed.

**ARTICLE XX
PERSONNEL RECORDS**

SECTION 20.1: PERSONNEL RECORDS, RIGHT OF INSPECTION AND COPIES

The personnel record is available for an employee and/or his/her designee to review. Each employee is encouraged to contribute documents to their record that relate to his/her performance and accomplishments.

An employee, or his/her designee, can inspect his or her own personnel file twice a year. To inspect your personnel file, you should take the following steps:

Submit a written request to inspect your personnel file to the Human Resources Director.

Every employee will normally be allowed to inspect his or her personnel file within seven days from the date of the written request. If the Village cannot reasonably meet this seven-day time period, it may request a seven-day extension.

Every employee will be allowed to inspect his or her personnel file at the Village Hall during the Human Resources Department's normal business hours, unless other arrangements are agreed upon. Any employee wishing to inspect his/her personnel file within the employee's normal working hours may do so only with prior permission of the employee's superintendent or the Public Works Director. No employee can remove his or her personnel file from the Village Hall, but the employee may request the Village to mail a copy of his or her personnel file if the employee is unable to inspect it at the Village Hall. Employees may request copies of any documents in their file. The Village shall provide copies of up to ten (10) pages, not including medical records, at no cost to the employee every calendar year. For medical records, and copies in excess of ten pages per year, the employee shall pay fifteen cents per copy.

By law, there are some items which might be kept in an employee's personnel file which the employee has no right to inspect as enumerated in the *Personnel Record Review Act, 820 ILCS 40/10*. The employee is not entitled to review such items.

If an employee disagrees with any information contained in his or her personnel file, the information may be removed or corrected by mutual agreement of the Village and the employee. If an agreement cannot be reached, the employee may submit a written statement of his or her position, which the Village will attach to the disputed record.

SECTION 20.2: ACCIDENT REPORTS

Copies of any and all Village of Algonquin accident reports signed by bargaining unit employees shall be available for review upon request at no cost to the employee.

ARTICLE XXI EMPLOYEE ASSISTANCE PROGRAM

SECTION 21.1: EMPLOYEE ASSISTANCE PROGRAM

Bargaining unit employees may participate in the Village's Employee Assistance Program (EAP). The Village shall maintain complete confidentiality regarding all referrals and participation in the EAP. The Village shall not discriminate against any employee, or his/her family, who is referred to the program or who chooses to participate in the program.

ARTICLE XXII NON-DISCRIMINATION

SECTION 22.1: PROHIBITION AGAINST DISCRIMINATION

Both the Village and the Union agree not to discriminate against any employee on the basis of race, sex, creed, religion, color, sexual orientation, marital or parental status, age, national origin, political affiliation and/or beliefs, mental and/or physical handicap, or other non-merit factors. Rights of employees pursuant to this Article are not exclusive and shall be inclusive of any and all other remedies available to them by law.

SECTION 22.2: UNION ACTIVITY

The Village and the Union agree that no employee shall be discriminated against, intimidated, restrained or coerced in the exercise of any rights granted by this Agreement, or on account of membership or non-membership in, or lawful activities on behalf of the Union. This provision shall not be construed or interpreted to limit the Union's or the employee's right to pursue an action through the Illinois Labor Relations Board.

ARTICLE XXIII NO STRIKE / NO LOCKOUT

SECTION 23.1: NO STRIKE

During the term of this Agreement, the Union shall not call a strike.

SECTION 23.2: NO LOCKOUT

During the term of this Agreement, the Village shall not lockout any bargaining unit employees.

**ARTICLE XIV
WAGES AND LONGEVITY**

SECTION 24.1: WAGE RATES

See Appendix A attached hereto and made a part hereof.

SECTION 24.2: TEMPORARY UPGRADE ASSIGNMENTS

Bargaining unit members assigned (via written correspondence by the Public Works Director acknowledging actual days assigned and that will be paid for) as acting Foreman, or acting Chief Water/Wastewater Operator for three (3) or more consecutive days (including Saturdays, Sundays, and Holidays) shall be compensated a flat stipend of \$40.00 per day for all Days worked in addition to their regular pay.

SECTION 24.3: LONGEVITY

For the term of the agreement, longevity payments shall be made according to the following schedule:

<u>Years of Service</u>	<u>Annual Longevity Payment</u>
10 Years	\$500
15 Years	\$1000
20 Years	\$1500

On the anniversary when the employee reaches the 10 year (or greater) of service the Village will add to the employee's hourly rate the longevity payment (divided by 2080) respectfully (i.e., on the 10th anniversary an employee will be paid his base pay plus his hourly rate will increase by \$.24, then on the 15th anniversary an additional \$.24 an hour will be added and then an additional \$.24 added on the 20th anniversary). For clarification, any and all raises will be calculated using base pay not base pay plus longevity pay.

**ARTICLE XXV
DRUG AND ALCOHOL POLICY**

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

**ARTICLE XXVI
SAVINGS CLAUSE**

If any provision of this Agreement or the application of any such provision should be rendered or declared invalid by any court action, or by reason of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force and effect and the subject matter of such invalid provision shall be open to immediate re-negotiation.

In such event, the parties shall, upon the request of either party, commence good faith bargaining over possible replacement language for the invalidated Article, Section or portion of this agreement.

**ARTICLE XXVII
TERMINATION**

This Agreement shall be effective as of the first day of May, 2021 and shall remain in full force and effect until the thirtieth day of April, 2026 whereupon, it shall be automatically rendered null and void. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the anniversary date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the anniversary date. This Agreement shall remain in full force and be effective during the period of negotiations and until notice of termination of this Agreement is provided to the other party in the manner set forth in the following paragraph.

In the event either party desires to terminate this Agreement during the period of negotiations, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph.

Executed this ____ day of _____, 2021.

FOR THE VILLAGE OF
OF ALGONQUIN

FOR THE INTERNATIONAL UNION
OF OPERATING ENGINEERS. LOCAL 150

Tim Schloneger, Village Manager

James M. Sweeney, President-Business Manager

Bryan Diemer, Attorney

APPENDIX A

<i>MWI Step & Grade</i>					
<u>Step</u>	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	51,591.81	52,623.65	53,676.12	54,749.64	55,844.63
1	53,596.51	54,683.05	55,795.37	56,930.39	58,088.64
2	55,601.21	56,742.45	57,914.62	59,111.14	60,332.65
3	57,605.91	58,801.85	60,033.88	61,291.90	62,576.66
4	59,610.60	60,861.25	62,153.13	63,472.65	64,820.67
5	61,615.30	62,920.65	64,272.38	65,653.40	67,064.67
6	63,620.00	64,980.05	66,391.64	67,834.15	69,308.68
7	65,624.70	67,039.45	68,510.89	70,014.90	71,552.69
8	67,629.40	69,098.85	70,630.14	72,195.65	73,796.70
9	69,634.10	71,158.25	72,749.39	74,376.41	76,040.71
10	71,638.80	73,217.64	74,868.63	76,557.20	78,284.66

<i>Mechanic I Step & Grade</i>					
<u>Step</u>	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	55,623.23	57,291.92	59,010.68	60,781.00	62,604.43
1	57,622.20	59,350.86	61,131.39	62,965.33	64,854.29
2	59,621.17	61,409.80	63,252.10	65,149.66	67,104.15
3	61,620.14	63,468.74	65,372.81	67,333.99	69,354.01
4	63,619.11	65,527.69	67,493.52	69,518.32	71,603.87
5	65,618.08	67,586.63	69,614.23	71,702.65	73,853.73
6	67,617.06	69,645.57	71,734.93	73,886.98	76,103.59
7	69,616.03	71,704.51	73,855.64	76,071.31	78,353.45
8	71,615.00	73,763.45	75,976.35	78,255.64	80,603.31
9	73,613.97	75,822.39	78,097.06	80,439.97	82,853.17
10	75,612.89	77,881.28	80,217.72	82,624.25	85,102.98

<i>MWII / Operator Apprentice* Step & Grade</i>					
<i>*must achieve a valid Class C water license/Class 3 wastewater license</i>					
<u>Step</u>	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	59,654.64	60,847.73	62,064.69	63,305.98	64,572.10
1	61,647.88	62,900.82	64,179.34	65,483.91	66,815.10
2	63,641.11	64,953.91	66,294.00	67,661.85	69,058.10
3	65,634.35	67,007.00	68,408.66	69,839.78	71,301.09
4	67,627.58	69,060.08	70,523.32	72,017.72	73,544.09
5	69,620.82	71,113.17	72,637.97	74,195.65	75,787.09
6	71,614.05	73,166.26	74,752.63	76,373.58	78,030.09
7	73,607.29	75,219.35	76,867.29	78,551.52	80,273.09
8	75,600.52	77,272.43	78,981.95	80,729.45	82,516.08
9	77,593.76	79,325.52	81,096.60	82,907.38	84,759.08
10	79,586.99	81,378.57	83,211.24	85,085.32	87,002.05

<i>Fleet Mechanic / Lab Tech / Stock Coordinator Step & Grade</i>					
<u>Step</u>	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	62,525.06	63,775.56	65,051.07	66,352.09	67,679.14
1	64,750.60	66,067.07	67,410.46	68,781.23	70,180.05
2	66,976.13	68,358.58	69,769.85	71,210.38	72,680.96
3	69,201.67	70,650.09	72,129.24	73,639.52	75,181.87
4	71,427.20	72,941.59	74,488.63	76,068.66	77,682.78
5	73,652.74	75,233.10	76,848.02	78,497.80	80,183.69
6	75,878.27	77,524.61	79,207.41	80,926.94	82,684.60
7	78,103.81	79,816.12	81,566.80	83,356.08	85,185.52
8	80,329.34	82,107.63	83,926.19	85,785.22	87,686.43
9	82,554.88	84,399.14	86,285.59	88,214.36	90,187.34
10	84,780.41	86,690.68	88,644.95	90,643.51	92,688.25

<i>Operator Step & Grade</i>					
Step	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	64,088.19	65,369.95	66,677.35	68,010.90	69,371.11
1	66,369.36	67,718.75	69,095.72	70,500.77	71,934.55
2	68,650.54	70,067.55	71,514.10	72,990.64	74,497.98
3	70,931.71	72,416.35	73,932.47	75,480.51	77,061.42
4	73,212.89	74,765.15	76,350.85	77,970.38	79,624.86
5	75,494.07	77,113.95	78,769.22	80,460.26	82,188.29
6	77,775.24	79,462.76	81,187.60	82,950.13	84,751.73
7	80,056.42	81,811.55	83,605.97	85,440.00	87,315.16
8	82,337.60	84,160.35	86,024.34	87,929.88	89,878.60
9	84,618.77	86,509.15	88,442.72	90,419.75	92,442.03
10	86,899.92	88,857.95	90,861.07	92,909.60	95,005.46

<i>Senior Building Technician / Senior Mechanic / MWIII (one position per division maximum) Step & Grade</i>					
Step	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	65,651.31	66,964.34	68,303.63	69,669.70	71,063.09
1	67,988.13	69,370.43	70,780.98	72,220.30	73,689.05
2	70,324.95	71,776.52	73,258.34	74,770.91	76,315.01
3	72,661.76	74,182.62	75,735.70	77,321.51	78,940.97
4	74,998.58	76,588.71	78,213.06	79,872.11	81,566.93
5	77,335.40	78,994.80	80,690.42	82,422.72	84,192.89
6	79,672.21	81,400.90	83,167.78	84,973.32	86,818.85
7	82,009.03	83,806.99	85,645.13	87,523.92	89,444.81
8	84,345.85	86,213.08	88,122.49	90,074.53	92,070.77
9	86,682.66	88,619.17	90,599.85	92,625.13	94,696.73
10	89,019.43	91,025.22	93,077.20	95,175.69	97,322.66

Village of Algonquin
Public Works Department On-Call Procedure

(May 1, 2018)

Procedure Overview

Public Works On-Call Team

The on-call system works on a schedule whereby the management level is on a rotating call list. This allows the Police Department, or any other personnel needing on-call assistance, to contact a designated Public Works manager. This gives management, who are better qualified in determining the nature of on-call problems, the ability to call out the appropriate division and assemble the proper crew for a specific problem.

Management personnel are expected to assume the role of on-call manager, as assigned, on a regular rotating schedule. An on-call list, which denotes dates and staffing for on-call personnel assignments, shall be maintained by the Public Works Director or his designee. As the on-call list is updated, copies will be distributed to all parties as required. Serving as the on-call manager will be considered as part of the normal duties for the Public Works Director, Assistant Public Works Director, Utilities Superintendent, Utilities Supervisor, Chief Water Operator, and Chief Wastewater Operator. The General Services Superintendent, Parks & Forestry Supervisor, Streets & ROW Supervisor, and Internal Services Supervisor will not be on this rotation, as they will work as on-call managers for snow and ice events as part of their normal duties.

When an on-call situation arises, the scheduled on-call manager is contacted first. He should be contacted on his mobile number first. If he cannot be reached at this number, the home or other phone should be tried immediately. The on-call manager has five (5) minutes to respond to the person dispatching the call. If he does not respond within five (5) minutes, the first back up manager should be called. The same rules apply to him before the third back up manager should be called.

The on-call manager is to determine the nature of the call. He will then contact the appropriate labor force employee who is on scheduled call for that week. The on-call laborer would:

1. Take care of the problem.
2. Realize that the task will be labor intensive, thus requiring the assistance of another laborer.
 - a. If the problem simply requires extra labor and not the use or knowledge of specialized equipment and training, other on-call employees across the list should be called. Laborers may only call across the list for additional help, as directed by, or with permission from, the on-call manager. Extra labor can be called out across the list to General Services, Utilities, and Water & Wastewater Treatment. If the task requires more than one extra helper, he

would call across the list and contact the appropriate number of laborers that are needed.

- b. If the problem requires extra labor and specialized equipment knowledge and training, he would contact the on-call manager. The manager has the authority to call down the list, put out an all call, or to contact a specialized team, and request the assistance of other trained laborers who can deal with the nature of the on-call problem.

If the on-call manager needs specialized assistance before calling the labor force employee, he may try to contact the appropriate Superintendent or Foreman that deals with the nature of the particular call. The two managers may then decide on an appropriate plan of action for calling out the labor force, or simply deal with the problem themselves.

The on-call managers are the only people who have the authority to call down the list. Laborers may only call across the list for additional help. If assistance is needed that requires the need to call down the list, the on-call manager must be contacted first.

On-Call Times

Call duty starts at 6:30 a.m. on Tuesday and proceeds through the week until 6:29 a.m. the following Tuesday.

Labor Force

The labor force will be broken down into 3 distinct group. This allows the on-call manager to determine the nature of the call and pinpoint it to a specific group. The 3 groups are General Services, Utilities, and Water & Wastewater Treatment.

All union labor employees shall be required to have the current digital dispatching service being used by the Public Works Department. This is the means by which the on-call manager will contact the labor force to put out a call for service.

When a call comes in, the manager will use the current digital dispatching service to put out a request to the appropriate laborer who is on call for that week. The on-call laborer has five (5) minutes to respond to the on-call manager's dispatch via the current digital dispatching service. If the laborer cannot be reached or does not respond via the current digital dispatching system within five (5) minutes a second call will be put out to that laborer to his mobile phone number. If he does not respond within five (5) minutes to the second call, the on-call manager has two choices.

1. If it is a basic on-call problem that does not require any special equipment training or knowledge, he would call across the list, using the current digital dispatching service, to the next division's on-call laborer.
2. If the on-call requires specific equipment training and knowledge, he can put out an all call or contact a specialty team using the current digital dispatching service in the appropriate group.

The laborer who is called secondly must also be contacted in the same way as the first, and has five (5) minutes to respond before a third laborer should be called. The same rules apply to the third laborer.

When an all call goes out, or call for a specialized team, laborers will be chosen by the senior most qualified laborer first and so forth by most senior. If there is no response for an all-call or specialty team, the least senior most qualified laborer will be assigned and so forth by least senior

All public works personnel are required to provide a primary means of phone-based contact, with a messaging contact number or address (text or email message). These provided means of contact must enable the employee to receive and respond to messages from the Village within five (5) minutes. This procedure is necessary in case an emergency arises and additional labor force personnel are needed.

When an employee is called into work he/she is to immediately report to the Public Works Facility and punch in on the time clock. The employee is to report dressed for working conditions, or change upon arrival, in the Village approved uniform as stated in the uniform policy. This includes either wearing or having immediately available all safety equipment and steel toed boots or shoes. Any employee called in for duty must also utilize the Village vehicle to respond to the call or call area. Employees are not allowed to use personal vehicles to respond to on-call issues.

When an employee is called out by the on-call manager, he must contact the on-call manager, either by text, email, or phone call, upon completion of the task for which he was called: This is to insure that the problem was handled correctly and that the employee is safe and has encountered no problems, accidents, or injuries, and to check if there are any additional assignments.

Changing Scheduled On-call Shifts

For on-call managers:

Scheduled shifts must be changed as a whole unit. You may not change part of your shift or certain days out of your shift. You must fill out a shift change form and give it to the Assistant Public Works Director who will adjust the on-call schedules and see that everyone gets a new copy. The Assistant Director will also contact SEECOM. All notification to all other on-call managers, personnel, and SEECOM/PD will be centralized and coordinated through Public Works Administration office. Other managers or employees should not do any of the notification.

For on-call laborers:

Scheduled shifts must be changed as a whole unit. You may not change part of your shift or certain days out of your shift. All shift changes must be approved by the appropriate Superintendent or Supervisor. A shift change form must be filled out and signed by a Superintendent or Supervisor. This must then be given to the Assistant Public Works Director who will adjust the on-call schedules and see that everyone gets a new copy. The Assistant Director will also contact SEECOM. All notification to all other on-call managers, personnel, and SEECOM/PD will be centralized and coordinated through Public

Works Administration office. Other managers or employees should not do any of the notification.

On-Call Rules and Regulations

All on-call personnel must be accessible via the current digital dispatching system during their scheduled on-call dates. While on-call, a laborer must contact the on-call manager within five (5) minutes of any attempt to get ahold of that laborer. Managers will make two attempts, (waiting five minutes between attempts) to reach the laborer. If the appropriate laborer does not respond, the manager will move to another person on the list.

Any assigned on-call laborer who does not respond to an on-call dispatch will be subject to the following disciplinary actions, to be evaluated on a yearly basis:

- 1st occurrence Verbal notification (pending review) and forfeiture of the 4 hour on call benefit time.
- 2nd occurrence Written reprimand and forfeiture of the 4 hour on call benefit time.
- 3rd occurrence Three-day suspension
- 4th occurrence Additional disciplinary action as warranted

All on-call personnel are expected to be accessible to respond immediately to any on-call situation. Payment for on-call starts when the employee arrives at the shop or on the job site. Payment does not start when the employee is contacted at home. On-call employees will be expected to remain free from the influence of alcohol and drugs during the scheduled call week. All on-call employees will also be expected to uphold all other requirements of employment as stated in the Personnel Policy Manual. Failure to do so will result in the appropriate disciplinary action.

AGREED:

FOR LOCAL 150

_____ Date: _____

FOR VILLAGE OF ALGONQUIN

_____ Date: _____



Village of Algonquin

The Gem of the Fox River Valley

MEMORANDUM OF UNDERSTANDING (CONT'D)

APPENDIX A

On-Call Personnel and Responsibilities

On-Call Management Personnel

The following is a list of the on-call management personnel.

General Public Works Services

Robert Mitchard
Michele Zimmerman
Jason Schutz
Vince Kilcullen
Tony Jonas
Jason Meyer
Tom Hall

Snow and Ice Control

Bud Schuetz
Scott Goad
Mike Reif

On-call management personnel are the primary contact for SEECOM, the Police Department, or any entities requiring emergency Public Works Department assistance. Their purpose is to receive these requests, assess them, and delegate as required.

Treatment on-call Personnel

The following is a list of the treatment on-call personnel.

Mike Bania
Amanda Buchanan
Mark Derbak
Mike Fey-Keane
Ed Hartmann
Dalton Wall

Water and Wastewater Treatment responsibilities include: weekend and holiday rounds of the water and wastewater treatment facilities. Water quality problems or issues and water meter problems should be directed to this work group. Emergency response to alarms and conditions at the water treatment or wastewater treatment facilities, including response to SCADA alarms for these facilities as well as any other response deemed necessary by the on-call manager.



Village of Algonquin

The Gem of the Fox River Valley

MEMORANDUM OF UNDERSTANDING

This is a Memorandum of Understanding between the International Union of Operating Engineers, Local 150, AFL-CIO ("Union") and the Village of Algonquin ("Employer"), (hereinafter "Parties"). The Parties are signatories to a collective bargaining agreement. The Parties hereby agree as follows:

WHEREAS, the Parties are currently operating under a closed collective bargaining agreement;

WHEREAS, an issue has arisen regarding the compensation of one employee's salary that exceeds the maximum top salary of the agreed upon salary grid;

WHEREAS, the parties desire to maintain amicable relations and as such have come to certain mutually beneficial understandings in connection with this matter;

THEREFORE, in consideration of the mutual promises set forth below, the parties agree as follows:

To adjust Steve Slominski's current salary of \$79,556.24 to \$79,586.99 retroactively to May 1, 2021. In addition, Steve will receive a one-time salary adjustment payment of \$1,570.99 (with all applicable taxes and employee deductions). Thereafter, on May 1, 2022 his salary will change to \$81,378.57 and his salary will follow the pay grid going forward like all other covered employees per the agreed upon contract.

Appendix "A" Compensation

<i>MWII / Operator Apprentice* Step & Grade</i>					
<i>*must achieve a valid Class C water license/Class 3 wastewater license</i>					
Step	<u>5/1/2021 - 4/30/2022</u>	<u>5/1/2022 - 4/30/2023</u>	<u>5/1/2023 - 4/30/2024</u>	<u>5/1/2024 - 4/30/2025</u>	<u>5/1/2025 - 4/30/2026</u>
Starting	59,654.64	60,847.73	62,064.69	63,305.98	64,572.10
1	61,647.88	62,900.82	64,179.34	65,483.91	66,815.10
2	63,641.11	64,953.91	66,294.00	67,661.85	69,058.10
3	65,634.35	67,007.00	68,408.66	69,839.78	71,301.09
4	67,627.58	69,060.08	70,523.32	72,017.72	73,544.09
5	69,620.82	71,113.17	72,637.97	74,195.65	75,787.09
6	71,614.05	73,166.26	74,752.63	76,373.58	78,030.09
7	73,607.29	75,219.35	76,867.29	78,551.52	80,273.09
8	75,600.52	77,272.43	78,981.95	80,729.45	82,516.08
9	77,593.76	79,325.52	81,096.60	82,907.38	84,759.08
10	79,586.99	81,378.57	83,211.24	85,085.32	87,002.05

AGREED:
FOR LOCAL 150

Date: _____

FOR VILLAGE OF ALGONQUIN

Date: _____

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